

BARGAINING AGREEMENT

BETWEEN

**NORMANDY SCHOOLS COLLABORATIVE
JOINT EXECUTIVE GOVERNING BOARD**

AND

**NORMANDY
NATIONAL EDUCATION ASSOCIATION**

2020 - 2021

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INTRODUCTION/SIGNATURE PAGE

The following agreements have been reached by the representatives of the Normandy Schools Collaborative (NSC) Joint Executive Governing Board (JEGB) and the representatives of the Normandy National Education Association (NNEA). We hereby submit this bargained agreement to the JEGB and to the NNEA for consideration and recommend their acceptance. The JEGB and the NNEA shall provide to each other appropriate evidence of final action. *(Signatures below represent formal acceptance of the Agreement.)*

JEGB President	<u>Sara Foster</u> 7/27/20 Sara Foster Date
NSC Superintendent	<u>Marcus Robinson</u> 7/22/20 Marcus Robinson Date
NSC Director of Human Resources	<u>Gerald Fuller</u> 7/21/2020 Gerald Fuller Date
JEGB Vice-President	<u>Anthony Neal</u> 7/28/2020 Anthony Neal Date
Normandy NEA President	<u>Janice A. Tompkins</u> 8/3/2020 Janice A. Tompkins Date
Normandy NEA Vice-President	<u>Dr. Abbie-Marie Carr</u> 8/13/2020 Dr. Abbie-Marie Carr Date
National Education Association UniServ Director	<u>Graylon L. Brown</u> Graylon L. Brown Date
Normandy NEA Secretary	<u>Jessica Green</u> Aug. 10, 2020 Jessica Green Date
Agreement ratified by NNEA vote	<u>July 7, 2020</u> Date
Agreement approved by the NSC JEGB	<u>July 13, 2020</u> Date

ARTICLE I: MUTUAL RECOGNITION AND EFFECTS OF THE AGREEMENT (Adopted in 2017-18, revised herein for 2020-2021)

The Normandy Schools Collaborative (NSC) Joint Executive Governing Board (JEGB), whose authority is defined and delineated by statute, may function in the manner and to the extent that it is authorized to do so by Missouri statutes.

The JEGB, under law, has the final authority and responsibility of evaluating, establishing and determining policies for the NSC. The Superintendent is delegated the responsibility and authority to interpret and implement the established policies, and the professional teaching staff has the responsibility to carry out established policies and administrative regulations.

The JEGB-NNEA Statement of Relationships is the basis of formal discussions held with NNEA representatives for the purpose of arriving at agreements on proposals concerning salary, welfare provisions, working conditions, and other items of concern as agreed upon by both parties.

NSC and NNEA believe that continuing a collaborative effort in the negotiations process is in the best interest of both parties. In addition, both will continue to foster a collaborative relationship through the Interest Based Bargaining Team (IBBT).

The initial discussion of issues of concern to the NNEA and the JEGB shall occur at the Normandy Campus Support Center and be attended by representatives of the JEGB, the NSC and NNEA.

A total package of articles agreed upon by JEGB and NNEA Representatives shall be recommended to the JEGB and the NNEA membership. The material contained hereinafter records the agreements arrived at between the representatives of JEGB, NSC and the NNEA following a series of meetings and discussions held between representatives of all groups. This Agreement once accepted by the JEGB shall be posted on the NSC and/or NNEA website(s). Procedures shall be implemented as stated. This Agreement, upon acceptance by the JEGB and the NNEA membership, shall be effective July 1, 2020, through and including June 30, 2021. This Agreement, or any portion thereof, may be extended beyond June 30, 2021, upon approval by the JEGB and the NNEA.

During the term of this agreement, and prior to beginning discussions for the subsequent agreement, the JEGB and the NNEA will conduct a one day Communications Lab to openly exchange information and present points of view regarding the issues each group feels should be introduced as topics of discussion and/or negotiation, and to seek mutual understanding of the matters to be addressed.

This Agreement is entered into between duly appointed members of the JEGB of the NSC and duly authorized representatives of the NNEA. Upon approval by the JEGB and the

NNEA, the parties agree to be bound by the terms, conditions and mutual covenants set forth below.

Based upon satisfactory evidence presented to the JEGB that the NNEA does represent a majority of the employees identified hereinafter, the JEGB, pursuant to Article 1, Section 29 of the Missouri Constitution, recognizes the NNEA as the exclusive bargaining representative for all teachers, teacher level professional employees, nurses and employees paid on the teacher salary schedule. Accordingly, the JEGB directs the Superintendent and/or other duly designated JEGB representatives to negotiate in good faith with the NNEA representatives over matters related to salaries, hours, benefits and other terms and conditions of employment applicable to the bargaining unit of faculty members represented by the NNEA. It is agreed that it shall be the purpose of negotiations to arrive to a mutually satisfactory Agreement that, following approval by the JEGB, shall be executed by the President of the JEGB and the President of the NNEA.

ARTICLE II: PUBLICATION OF THE AGREEMENT

(Adopted in 2017-18, as revised herein for 2020-21)

Those articles which have been agreed to or reaffirmed or which have been approved and adopted by the JEGB as policy or as administrative procedure will become part of the Agreement between the NSC-JEGB and the NNEA. The Agreement shall be posted on the NSC and/or NNEA website(s).

ARTICLE III: RIGHTS OF MANAGEMENT

(Adopted in 2017-18, as revised herein for 2020-21)

- A. It is expressly agreed that all rights which vest in and are exercised exclusively by the JEGB, except those which are clearly and expressly relinquished herein by the JEGB, shall continue to vest exclusively in and be exercised exclusively by the JEGB without prior negotiations with the NNEA either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include the right to:
1. Exercise according to law the executive management and administrative control of NSC and all of its properties, facilities, and equipment, and the activities of the employees during work hours.
 2. Adopt policies, rules, and regulations not inconsistent with this Agreement.
 3. Manage and control all fiscal affairs of NSC.
 4. Determine the number of employees, employee qualifications, establish hiring procedures, hire all employees, and determine employee

assignments and the condition of their continued employment, dismissal, promotion, or transfer.

5. Determine job content.
 6. Establish and conduct an evaluation program to determine the effectiveness and competence of all NSC employees.
- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the JEGB in the past.

ARTICLE IV: ASSIGNMENT / TRANSFERS / PROMOTIONS

(Adopted in 2017-18, as revised herein for 2020-21)

NSC recognizes that, at times, current employees may wish to apply for an open position that becomes available. NSC administration agrees to the following guidelines when considering internal applicants:

- A. Unless an urgent need exists, as determined by the Superintendent or his/her designee, open positions will be posted internally for two calendar weeks before being advertised externally.
 - a. Postings will include email notifications and/or posting on the NSC website.
 - b. The open positions will be posted in the administrative office and athletic office of each school building.
 - c. Postings will identify the time frame during which internal applicants will be considered
- B. Open job postings will clearly describe qualifications required of applicants.
- C. Teachers will not be retaliated against in their current position in response to making application for another position.
- D. NSC administration will provide feedback to internal applicants who were not selected for the position.
- E. A committee formed of NSC administrator and NNEA teacher representatives will review the internal transfer language contained in appendix C developed by the internal transfer committee on or before the expiration of this agreement.

ARTICLE V: SCHOOL CALENDAR

(Adopted in 2017-18, as revised herein for 2020-21)

Each year this Agreement is in effect, the NSC Administration and NNEA Leadership will form a Calendar Committee to develop a proposed Academic Calendar for the coming school year. The Committee will include representatives of affected groups of stakeholders.

Committee members will review past calendars as well as calendars of other school districts. Members will identify legal factors and other key factors that influence the school community. The committee will prepare a recommended calendar for the upcoming school year and may develop draft calendars for subsequent years for review/reference only.

Work of the Calendar Committee will be communicated to the NSC school community throughout the process. Draft calendars being considered will be shared with employees to encourage feedback and suggestions for consideration by the Committee.

A recommended Academic Calendar will be presented for Board consideration no later than March. Copies of the Board approved Academic Calendar will be distributed to NSC employees following Board approval.

ARTICLE VI: WORK HOURS

(Adopted in 2017-18, as revised herein for 2020-21)

- A. To facilitate student supervision and safety as well as teacher contact opportunities, typical school work hours for teachers will consist of a uniform workday consisting of 7 hours and 37 minutes, including time before and after student contact obligations. This does not preclude the need for/or the authority of NSC administration to hold required staff meetings held outside typical school work hours. Staff meetings held outside typical work hours will be limited to a monthly total of 120 minutes per month unless additional time is approved in advance by the Director of Human Resources.
- B. To ensure effective utilization of workday minutes and to minimize the loss of instructional time due to late buses, the NSC will maintain effective/reliable student transportation services. This shall include bus driver training and the employment of bus monitors. Training shall be ongoing, highlighting the expectations for effective transportation. Additionally, the NSC shall effectively communicate parent responsibilities for picking up their children and/or receiving their children at bus stops in the afternoon.

ARTICLE VII: DUTY FREE LUNCH

(Adopted in 2017-18, as revised herein for 2020-21)

Every teacher will be provided a daily minimum of thirty (30) minutes duty free lunch. This article defines duty free lunch as “30-minute lunch period free from all duties and responsibilities connected with the instruction and supervision of students.” Additionally, the NSC shall consider hiring Teacher Assistants/Cafeteria Monitors. NSC administrators shall explore creative scheduling to ensure duty free lunch for teachers.

ARTICLE VIII: TEACHING LOAD

(Adopted in 2017-18, as revised herein for 2020-21)

Teachers (K-12), Counselors, and Librarians shall have 250 minutes of self-directed planning time (not personal time) for academic context per week, divided as evenly as possible throughout the week. Administrators will strive to schedule required meetings/activities that utilize no more than 50 minutes of a teacher’s planning time each week. However, it is the understanding that it may be necessary to exceed this limit occasionally. Any teacher and/or Association representative who determines an administrator is regularly utilizing more than 50 minutes of a teacher’s planning time each week should attempt to resolve the issue with the building administrator. If those efforts are unsuccessful, the teacher and/or Association representative shall provide the information supporting the concern to the Director of Human Resources. The Director of Human Resources shall review the information to make an objective determination if the administrator’s usage of plan time is inconsistent with the Agreement. A teacher may substitute for other teachers during their planning time, with compensation. The compensation will be \$25.00 per period unless the JEGB approves an increase to the rate. Adequate substitute teachers shall be provided for each building, possibly including the employment of permanent substitute teachers.

ARTICLE IX: TEACHING CONDITIONS

(Adopted in 2017-18, as revised herein for 2020-21)

It is the desire of the NSC to establish and maintain teaching conditions that will promote efficient and effective teaching and learning. To this end, NSC will consolidate forms when possible. Additionally, NSC will identify and eliminate paperwork that is not mandatory. When possible, electronic forms will be used. Teachers will share best practices in a district-created E-Folder.

NSC desires to provide an environment that ensures the safety of students and staff while promoting teaching and learning. For this reason, NSC administration agrees to:

- A. Share important medical information about specific students with staff members who come into contact with specific students and who need to know this information.
- B. Allow teachers to access information in SISK12 of students they teach.
- C. Review and, if necessary, revise current processes and practices being used to administer student disciplinary consequences under the Code of Conduct.
- D. Review usage of counselors' time to ensure such time is being used effectively.
- E. Review and, if necessary, revise in School Suspension expectations and provide training for ISS Supervisors.
- F. Provide training for all employees regarding restorative practices.
- G. Inform all employees, at the beginning of the year, of available wrap around services and how to access these services for students.
- H. Consider the feasibility of employing additional social workers.
- I. Consider revising/expanding the alternative setting to include elementary students.
- J. To minimize the reliance on third party providers for substitute teachers, NSC will employ qualified flex staff for the 2020-2021 School Year. The qualified flex staff will work the same schedule as teachers. The primary job responsibility of the qualified flex staff will be to teach in NSC classrooms when regular teachers are absent. In the event there is no class to be covered on a given day, the qualified flex staff will perform other duties as assigned by the building principal. The number of qualified flex staff to be hired, amount of compensation, and building assignments will be determined by NSC.
- K. In an effort to support a collaborative work environment for teachers/students, a Collaborative Engagement Committee will be formed to review discussions from the 2020 IBB session. The committee's purpose will be to enhance dialogue and make recommendations to the Superintendent of Schools.

ARTICLE X: TEACHER COMPENSATION

(Adopted in 2017-18, as revised herein for 2020-21)

- A. Teachers are appointed by the Joint Executive Governing Board on the recommendation of the Superintendent of Schools.
- B. This schedule applies to all full-time and part-time teachers employed under contract by the NSC. Full time teachers are those teaching a full day. Part time teachers are those teaching less than a full day.
- C. The employment period covered by this Salary Schedule will be consistent with the Board Approved Academic Calendar.
- D. The Salary Schedule for the 2020-21 school year was ratified by the NNEA membership and approved by the JEGB.
- E. The Teachers' Salary Schedule for the 2020-21 School Year is agreed with the following changes.
 - a. All returning teachers will be moved one step on the Teachers Salary Schedule at the start of the 14th pay period during the 2020-21 School Year. (For example, if a teacher's salary was determined by Masters - Step 5 in 2019-

20, then the teacher's salary would be determined by Masters - Step 6 based on the teacher salary schedule contained in Appendix B).

F. New teachers hired in the future will be placed on the Salary Schedule as follows:

a. For the 2020-21 School Year, Step 1 of all columns will NOT be used. The beginning teacher's salary of each column will be Step 2.

b. The Teacher's teaching experience will be recognized up to a maximum of five (5) years. For example, a teacher with no teaching experience will be placed on Step 2, a teacher with one year of experience will be placed on Step 3 . . . and a teacher with five years of teaching experience will be placed on Step 7.

c. Under special circumstances, the Superintendent may recognize more than 5 years of teaching experience when employing a new teacher. When this occurs, NSC will notify NNEA of the decision and the reasoning.

G. Teachers' salaries will be adjusted to reflect the most current degree held and graduate hours earned at the beginning of each school year.

A. Before September 1st, teachers will submit to the Department of Human Resources any transcripts as evidence of additional graduate hours and/or degrees earned.

B. The teacher's salary will be adjusted, retroactive to the beginning of the then current school year, to reflect the appropriate column in the Salary Schedule.

H. NSC and NNEA will meet, during the 2020-21 School Year, to research and consider the possibility of implementing a Career Ladder and/or Performance Based Compensation Plan for the 2021-22 School Year. Any recommendations developed by this team will be made to the Superintendent.

I. Teachers will be paid a Recruitment Stipend of \$500 for each certificated employee (non-administrator) referred by the teacher and hired by NSC. NSC will develop administrative procedures for awarding this stipend including, but not limited to, the following:

a. An NSC teacher must be identified as having referred the teaching candidate at the time the candidate makes application for employment with NSC.

b. The candidate is subsequently employed by NSC in a certificated position (non-administrator).

c. As of April 30th of the first year of employment, the candidate/teacher will have successfully completed at least four (4) months of employment.

- d. As of April 30th of the first year of employment, the candidate/teacher must sign and return a contract for employment the following year.
- e. The NSC referring teacher would be paid a Recruitment Stipend of \$500 no later than May 31st.

ARTICLE XI: EMPLOYEE INSURANCE

(Adopted in 2017-18, as revised herein for 2020-21)

An Insurance Committee will be formed, consisting of representatives of all employee groups that are eligible for the NSC insurance plans. This committee will meet at least annually to review plans offered, levels of coverage, and premium increases being proposed by insurance carriers. The Committee will develop recommendations to be presented to the Superintendent.

For the term of this agreement, NSC will provide, to each full time teacher, a monthly amount equal to the then current monthly premium for standard medical insurance. This amount will be applied to each teacher's respective insurance premium. Each respective teacher is responsible for premiums that exceed this amount (increased level of coverage, spouse/child/family coverage).

ARTICLE XII: PROFESSIONAL DEVELOPMENT

(Adopted in 2017-18, as revised herein for 2020-21)

All teachers shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. This Professional Development (PD) process shall be delivered by a properly elected PD chairperson and committee. NSC shall promote and allow teachers to attend PD conferences. When possible and appropriate to do so, the PD committee shall utilize the "Train the Trainer Model" for Principals for PD delivery. Additionally, appropriate training shall be provided to teachers/principals for those delivering PD in the NSC. The PD committee shall provide horizontal/vertical teams for PD trainings i.e. (grade/levels/content areas/building/district). The PD committee shall provide experts/trainers for individuals, buildings and district wide training.

ARTICLE XIII: ANNUAL APPROPRIATION

(Adopted in 2017-18, as revised herein for 2020-21)

The JEGB warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to this Agreement, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which said payments will be made. In the event that NSC is identified by the Missouri

Department of Elementary and Secondary Education as “Financially Stressed” (as defined in Mo. Rev. Stat. § 161.520, as amended), or that there is insufficient money in the treasury and in the proper fund for the payment of teacher salaries and other compensation, the JEGB shall promptly notify the NNEA President in writing. If either of these circumstances occur, then the NNEA agrees to enter into immediate negotiations with NSC to specifically address financial issues and to collaborate on possible solutions and reach resolution regarding a mutually agreed upon outcome. Failure of the NSC to make payments of salary or other compensation or benefits to teachers pursuant to this Article shall not constitute a breach of this Agreement.

ARTICLE XIV: ENTIRE AGREEMENT

(Adopted in 2017-18, as revised herein for 2020-21)

This Agreement constitutes the entire agreement between NSC and NNEA, and supersedes all prior understandings, whether oral or written, between the parties. Any and all amendments or modifications to this Agreement must be in writing, approved by the JEGB, as required by law, and signed by the parties. In the event any term or provision of this Agreement is determined by the parties or is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under federal, state or local law, regulation or ordinance to any extent, then the term or provision shall be limited as necessary to be legal, valid and enforceable under such federal, state or local law, regulation or ordinance and, in any event, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby, shall remain in full force and effect and shall be enforced to the greatest extent permitted by law. It is recognized that the provisions of this Agreement shall be construed in accordance with the laws of the State of Missouri.

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APPENDIX

Appendix A: 2020-2021 SCHOOL CALENDAR

NORMANDY SCHOOLS COLLABORATIVE | 2020-2021 ACADEMIC CALENDAR *Changing Lives Today. Educating for the Future!*

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<p>1st Quarter: 42 2nd Quarter: 43 3rd Quarter: 41 4th Quarter: 48</p>	<p>Student Contact Days: 174 x 6,583 = 1,162,842</p>	<p>1st Quarter: 49 2nd Quarter: 45 3rd Quarter: 43 4th Quarter: 48</p>	<p>Teacher Contact Days: 185 x 7,37 = 1,363,450</p>																																																																																																									

Board Approved 12/9/19

Appendix B: 2020-2021 NORMANDY TEACHERS' SALARY SCHEDULE

BACHELORS		BACHELORS + 15		MASTERS		MASTERS + 15		MASTERS + 30		DOCTORATE	
STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	\$38,200	1	\$40,492	1	\$42,784	1	\$45,076	1	\$47,368	1	\$49,660
2	\$39,060	2	\$41,403	2	\$45,129	2	\$47,837	2	\$52,142	2	\$55,271
3	\$39,938	3	\$42,335	3	\$46,145	3	\$48,913	3	\$53,316	3	\$56,515
4	\$40,837	4	\$43,287	4	\$47,183	4	\$50,014	4	\$54,515	4	\$57,786
5	\$41,756	5	\$44,261	5	\$48,245	5	\$51,139	5	\$55,742	5	\$59,086
6	\$43,844	6	\$46,474	6	\$50,657	6	\$53,696	6	\$58,529	6	\$62,041
7	\$44,830	7	\$47,520	7	\$51,797	7	\$54,904	7	\$59,846	7	\$63,437
8	\$45,839	8	\$48,589	8	\$52,962	8	\$56,140	8	\$61,192	8	\$64,864
9	\$46,870	9	\$49,682	9	\$54,154	9	\$57,403	9	\$62,569	9	\$66,323
10	\$47,925	10	\$50,800	10	\$55,372	10	\$58,695	10	\$63,977	10	\$67,816
11	\$49,003	11	\$51,943	11	\$56,618	11	\$60,015	11	\$65,416	11	\$69,341
12	\$51,453	12	\$54,540	12	\$59,449	12	\$63,016	12	\$68,687	12	\$72,809
13	\$52,611	13	\$55,767	13	\$60,787	13	\$64,434	13	\$70,233	13	\$74,447
14	\$53,795	14	\$57,022	14	\$62,154	14	\$65,884	14	\$71,813	14	\$76,122
15	\$55,005	15	\$58,305	15	\$63,553	15	\$67,366	15	\$73,429	15	\$77,835
16	\$56,243	16	\$59,617	16	\$64,983	16	\$68,882	16	\$75,081	16	\$79,586
17	\$57,508	17	\$60,958	17	\$66,445	17	\$70,431	17	\$76,770	17	\$81,376
18	\$58,802	18	\$62,330	18	\$67,940	18	\$72,016	18	\$78,498	18	\$83,207
19	\$60,125	19	\$63,732	19	\$69,468	19	\$73,637	19	\$80,264	19	\$85,080
20	\$61,478	20	\$65,166	20	\$71,031	20	\$75,293	20	\$82,070	20	\$86,994
21	\$62,093	21	\$65,818	21	\$71,742	21	\$76,046	21	\$82,890	21	\$87,864
22	\$62,714	22	\$66,476	22	\$72,459	22	\$76,807	22	\$83,719	22	\$88,743
23	\$63,341	23	\$67,141	23	\$73,184	23	\$77,575	23	\$84,557	23	\$89,630
24	\$63,974	24	\$67,812	24	\$73,916	24	\$78,351	24	\$85,402	24	\$90,526
25	\$64,614	25	\$68,491	25	\$74,655	25	\$79,134	25	\$86,256	25	\$91,431
26	\$65,260	26	\$69,176	26	\$75,401	26	\$79,925	26	\$87,119	26	\$92,346
27	\$65,913	27	\$69,867	27	\$76,155	27	\$80,725	27	\$87,990	27	\$93,269
28	\$66,572	28	\$70,566	28	\$76,917	28	\$81,532	28	\$88,870	28	\$94,202
29	\$67,237	29	\$71,272	29	\$77,686	29	\$82,347	29	\$89,758	29	\$95,144
30	\$67,910	30	\$71,984	30	\$78,463	30	\$83,171	30	\$90,656	30	\$96,095

Appendix C: PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Adopted: January 16, 2019

The basic consideration in the assignment of professional staff is the well-being of the instructional program throughout the school district. The appropriateness of the assignments has a significant impact on the effectiveness of the total educational program. Every effort will be made to assign district staff equitably among the schools, in order to maintain a balanced staff districtwide.

The assignment of staff members shall be under the direction of the superintendent, subject to the approval of the Joint Executive Governing Board (JEGB). Instructional personnel will be initially assigned on the basis of qualifications, needs of the district, and the employee's expressed desires. When it is not possible to meet all three conditions, personnel will be assigned first in accordance with the needs of the district, second where the administration determines the employee is most qualified to serve based on the teacher evaluation system and certification, and third as to the expressed preference of the employees, in order of service in the district, all other considerations being equal.

A professional staff member requesting a voluntary transfer from one school to another school on an annual basis must submit an application online. Open positions will be posted internally for two calendar weeks before being advertised externally. Employee must submit an application during the two week posting period. The following guidelines will be utilized when considering the internal candidate:

1. Voluntary

- A. A change in an employee's position from one school to another is considered a transfer and maybe requested by an employee with at least three (3) full years of service in the district.
- B. All such requests will be reviewed and considered by the building administration from both schools. Factors to consider will be subject to employee's performance, experience, certifications, years of service, and disciplinary history that would be vital in the decision making process. The district business office will review the request to consider possible transfers' effect on the district's compliance with school comparability as required through the Every Student Succeeds Act (ESSA).
- C. Employees initiating a transfer request will be evaluated on the principle criteria of whether the request will be in the best interest of the district with recognition given to qualifications, employee preference, school comparability as mandated by ESSA, and all things being equal, time of service with the district or experience outside of the district. All recommendations will be approved by the superintendent with recommendation to the JEGB.

- D. An employee whose request for transfer is denied shall be notified in writing within seven calendar days. The notification will state a reason for the denial.

2. Involuntary

- A. The district reserves the right to make transfer of employees to positions in the district in order to meet the requirements of operating the schools.

3. Involuntary for Cause

- A. If in the opinion of the principal, the services of a teacher would be better utilized by placement in another position (including changes in subject and class assignment) or another school, said teacher's assignment may be changed, but only under the following conditions:
- The teacher is notified of the proposed transfer and the reason at least 30 days prior to any action being taken.
 - The reason cited must be supported by the Teacher Based Evaluation System adopted by the District.

Definitions

Every Student Succeeds Act (ESSA)

Definitions

- **Experience:** A set of acquired skills, knowledge, and abilities gained over the years through actual practice in a specific profession which results in superior understanding or mastery in the specific profession.
- **Years of Service:** The total length of time a staff member has been employed by Normandy School District and/or Normandy Schools Collaborative.
- **Certification:** A teaching certification is a license conferred by the Department of Elementary and Secondary Education (DESE) to teachers who have completed certain state-mandated requirements, such as education courses and student teaching experience, and have passed additional state-mandated teaching examinations.

Every Student Succeed Act – ESSA

Part A — Improving Basic Programs Operated by Local Educational Agencies

SEC. 1120A. FISCAL REQUIREMENTS.

(c) COMPARABILITY OF SERVICES-

(1) IN GENERAL-

(B) SUBSTANTIALLY COMPARABLE SERVICES- If the local educational agency is serving all of such agency's schools under this part, such agency may receive funds under this part only if such agency will use State and local funds to provide services that, taken as a whole, are substantially comparable in each school.

Appendix D: NORMANDY SCHOOLS COLLABORATIVE POLICY MANUAL

To view the Normandy Schools Collaborative Grievance Procedure (contained in Policy AC) & Other Policy Manual, [please click here](#).

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