

AGREEMENT  
HULL SCHOOL COMMITTEE  
AND  
HULL TEACHERS ASSOCIATION  
September 1, 2024 – August 31, 2027

## TABLE OF CONTENTS

<b>SUBJECT</b>	<b>PAGE</b>
AFTER SCHOOL MEETINGS.....	18
AGREEMENT.....	4
ASSOCIATION RIGHTS.....	6
CHILDREN OF MEMBERS.....	19
CLASS COVERAGE.....	27
CLASS SIZE.....	18
COMPLAINTS AND DISCIPLINE.....	10
COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT.....	5
CONTINUING CURRICULUM DEVELOPMENT (Summer in Service Workshops).....	12
CONTINUITY OF EMPLOYMENT.....	35
COURSE CREDIT AND/OR COURSE REIMBURSEMENT.....	29
DIVERSITY EQUITY AND INCLUSION COMMITTEE.....	36
DURATION OF AGREEMENT.....	37
DUTY FREE LUNCH PERIOD.....	18
EVALUATIONS/OBSERVATIONS.....	34
TEACHER EVALUATION SYSTEM.....	49
EXTENDED SCHOOL YEAR.....	12
FAMILY LEAVE RESERVE ACCOUNT (FLRA) APPROVAL SHEET.....	69
GRIEVANCE PROCEDURE.....	8
HEALTH & SAFETY.....	37
INSURANCE.....	30
JOINT LABOR-MANAGEMENT COMMITTEE.....	36
LEAVES OF ABSENCE.....	20
CAREER EXPLORATION LEAVE.....	26
FAMILY LEAVE RESERVE ACCOUNT.....	23
BEREAVEMENT LEAVE.....	22
MILITARY LEAVE/PEACE CORPS/VISTA.....	27
PARENTING AND EXTENDED CHILDCARE LEAVE.....	23
PERSONAL LEAVE.....	22
SABBATICAL LEAVE.....	25
SICK LEAVE.....	20
LENGTH OF SCHOOL DAY.....	14
LENGTH OF SCHOOL YEAR.....	15
LONGEVITY.....	28
LOTTERY DAYS CHART.....	48
MANAGEMENT RIGHTS.....	35
MEMBER ASSIGNMENTS.....	16

MEMBER FACILITIES.....	19
NON-TEACHING DUTIES.....	19
PARENT TEACHER MEETINGS.....	18
PREAMBLE.....	4
PRINTING OF CONTRACT.....	36
PROFESSIONAL COURSE FOR CREDIT FORM.....	70
PROFESSIONAL TEACHER STATUS.....	19
PROGRAM DEVELOPMENT.....	11
REDUCTION IN FORCE.....	31
RESIGNATION NOTICE.....	33
RETIREMENT INCREMENT.....	33
SALARIES, STIPENDS:	
COACHING STIPENDS.....	42
MEMBER SALARY SCHEDULE.....	39
STIPENDS (SPECIFIED POSITIONS/ACTIVITIES).....	44
SAVINGS CLAUSE.....	36
SCOPE.....	5
SEVERANCE PAY.....	33
SICK LEAVE BANK.....	21
STIPEND REVIEW COMMITTEE.....	36
STUDY HALLS.....	19
SUMMER SCHOOL.....	13
TIME FOR PLANNING & PREPARATION.....	28
TRAVEL ALLOWANCE.....	28
TUTORING.....	13
UNION DUES/AGENCY SERVICE FEE.....	34
WORKER'S COMPENSATION.....	31

## **ARTICLE 1 AGREEMENT**

1.1 Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE THIS FIRST DAY OF SEPTEMBER, 2024 BY THE SCHOOL COMMITTEE OF THE TOWN OF HULL (hereinafter sometimes referred to as the Committee) and the HULL MEMBERS ASSOCIATION, INC. (hereinafter sometimes referred to as the Association).

## **ARTICLE 2 PREAMBLE**

2.1 Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Hull, and that good morale within the teaching staff of Hull is essential to achievement of that purpose, we, the undersigned parties to this agreement, declare that:

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Hull, has final responsibility for establishing the educational policies in the public schools of Hull, and this policy function shall not be delegated or abrogated in any manner;
- b. The Superintendent of Schools of Hull (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established by the School Committee;
- c. The teaching staff of the public schools of Hull has the responsibility for providing in the classrooms of the schools education of the highest possible quality consistent with the School Committee Policy;
- d. Fulfillment of these respective responsibilities shall be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the membership in the formulation and application of policies relating to wages, hours, and other conditions of employment for the membership; and so,
- e. In recognition of the professional standing of members and the fact that members' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Hull Public Schools, and in recognition of the Association's knowledge of the ideas and opinions of members, the Committee agrees that not more frequently than twice every three (3) months for a duration of not more than two (2) hours, it shall, upon request of the Association or the School Committee, meet at a reasonable time and place with the Association to consult about any matters of concern or interest to the Association.

The Association agrees that prior to two (2) weeks before the date scheduled for said consultation, the Association shall submit a written agenda of subjects about which it desires to consult at the meeting to the Superintendent of Schools and that the consultation shall be confined to subjects on that agenda. Unless otherwise agreed to in advance, the Association shall be represented by no more than six (6) representatives.

f. To give effect to these declarations, the following principles and procedures are hereby adopted;

### **ARTICLE 3 SCOPE**

3.1 For the purpose of Collective Bargaining with respect to wages, hours, and other working conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Section 3 of Chapter 150E of the General Laws of Massachusetts) of the Committee:

Unit A: Teachers, Guidance Counselors, Curriculum Facilitators, Speech/Language Pathologists, Library Teacher, School Psychologists and Adjustment Counselors, Social Workers, Occupational Therapists, Physical Therapists, Board Certified Behavior Analyst, and all other professional employees of the School Committee, but excluding the Superintendent of Schools, Assistant Superintendent of Schools, Director of Student Services, Principals, Assistant Principals, School Business Administrator, Director of Curriculum, Instruction and Assessment, or Administrative Assistants and Nurses.

3.2 Within thirty (30) days of the execution of this agreement, the Association shall, in writing, advise the Committee of the names and number of persons authorized by the Association to represent the Association for the purpose of collective bargaining. Thereafter, if a change is made in the number of persons so authorized, or if a change is made in the personnel so authorized to represent the Association, notification of such change shall be given to the Committee in writing within seven (7) days of such change and until so notified, the Committee may deal with those persons then currently designated as authorized.

3.3 Within thirty (30) days of the execution of this agreement, the Association shall, in writing, advise the Committee of the names and number of persons authorized by the Association to represent the Association as its Professional Rights and Responsibilities Committee. Thereafter, if a change is made in the number of persons so authorized, or if a change is made in the personnel constituting said Professional Rights and Responsibilities Committee, notification of such change shall be given to the Committee in writing within seven (7) days of such change and until so notified, the Committee may deal with those persons then currently designated as authorized.

3.4 Unless otherwise indicated, employees in the above unit shall be hereinafter referred to as “members,”

### **ARTICLE 4 COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

4.1 Subject to the provisions of this agreement, the wages, hours, and other conditions of employment applicable on the effective date of this agreement to the members shall continue to be so applicable.

4.2 For those who have rendered satisfactory service, effective September 1 of that year, annual increments shall be granted to members. Such decision is to be made on the recommendation of the Superintendent.

4.3 Beginning in the summer of 2020, members are paid in bi-weekly installments equal to 1/26 of their annual pay with bi-weekly payments continuing in the summer months. This practice changed from lump sum payments and shall continue with the following stipulations:

- a. 100% of members maintain this same payment schedule
- b. 100% of members continue to receive their pay via direct deposit and electronic paystubs

It is understood that due to this twenty-six (26)-payroll schedule, there will occasionally be years when the previous year's payments are exhausted in mid-August, resulting in an unpaid payroll date. (Projected to be August 2026)

If, in the future, the membership wishes to revert back to lump sum payments or changes to another payment schedule, this must first be addressed and agreed to by all parties during formal contract negotiations.

4.4 Educators are responsible for maintaining their own license. When a member is working on an emergency license, the Superintendent shall respond to requests for assistance, as allowed by DESE.

## **ARTICLE 5 ASSOCIATION RIGHTS**

5.1 Contact Information.

The Administration shall:

- a. Provide to the Association the name, job title, and work location(s) of each new hire in the bargaining unit no later than ten (10) school days after the new employee's start date. The Administration shall provide the Administration's unique employee identification number for each new hire.
- b. Provide the Association with all personal contact information the district has on file for each bargaining unit member. Personal contact information shall include name, job title/assignment, worksite location, home address, work telephone number, primary and secondary telephone numbers, work email address and personal email address. For each bargaining unit member, the Administration shall include the Administration's unique employee identification number. This information shall be provided to the Association three (3) times per year (September 15, January 15, and May 15) in spreadsheet file format, or another format mutually agreed to by the parties. The Administration shall not release any personal contact information of any employee to any third parties unless required by law or court order.

c. Send the Association notice, as soon as reasonably possible, of changes in employment which result in a change to the member's HTA status. For each bargaining unit member, the Administration shall provide the Administration's unique employee identification number.

## 5.2 Access to Members

a. For members hired mid-year, the Administration shall provide thirty (30) minutes of individual or small group Association Meeting time during the contracted workday to occur within then (10) days of the member's date of hire.

b. New Hire orientations at the start of the new school year shall include a dedicated half-hour for the Association to engage directly with new hires. The Association shall have the right to include a welcome letter in the new hire paperwork, printed at the Association's expense and which may include links to access other documents or information related to HTA membership.

## 5.3 Representation

a. With approval from the school principal, the Association shall have the right to appoint a representative to attend informational meetings and training events organized by Hull Public Schools that are reasonably related to HTA member's terms and conditions of employment. Said approval shall not be unreasonably denied.

b. The Association and its representatives shall have the right to represent HTA members who request such representation in any meeting that may lead to discipline or any meeting regarding a reassignment.

## 5.4 Association Leave

a. The Committee shall grant one (1) day's leave of absence, with pay, for up to three (3) elected delegates to attend the Massachusetts Teachers Association Annual Meeting. This time shall not be deducted from, but shall be in addition to, any other leave provisions.

b. Upon notification to the Superintendent, the President(s) of the Association, or their designee, shall be released from all duties, without loss of pay, for up to three (3) additional days to attend to important association business. These three (3) days may be split amongst co-presidents, but total days used may not exceed three (3). These days cannot be broken into half days or any other increments but must be used as full days. The President(s) of the Association agree(s) that these rights will not be abused.

## 5.5 Arbitration Hearings

Any member whose appearance is necessary at an arbitration or any hearing or hearing held by an Administrative agency which is set by mutual agreement between the Committee and the Association or ordered by a neutral party and held during the school day shall, upon notice to

their principal or immediate supervisor and to the Superintendent by the chair of the PR&R Committee by released without loss of pay as necessary in order to permit participation in the foregoing activities.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

6.1 A grievance means a complaint by a member that there has been a violation, misinterpretation, or misapplication of specific provisions of the agreement. In any situation not specifically mentioned by this Agreement, current policies and regulations of the Hull School Committee shall prevail. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Agreement shall prevent any such member from individually presenting any grievance of the member.

6.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

**6.3 Level One:** Within twenty (20) school days after the grievant first became aware of the act or condition on which the grievance is based, the grievance shall be presented in writing by the aggrieved and a representative of the Association to the appropriate intermediate supervisor (for example, the Principal).

Each written statement of a grievance shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement to have been violated, misinterpreted or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations, and shall be signed by the member and a representative of the Association., except in the case of a grievance filed under 6.8 which shall be signed by an authorized representative of the Association.

**Level Two:** If, at the end of the ten (10) school days next following such presentations, the grievance shall not have been disposed of to the Association's satisfaction, the Association may, within ten (10) school days thereafter, present the grievance in writing to the Superintendent. The Superintendent shall meet with the grievant and the Association within ten (10) school days of receipt of the grievance. The Superintendent shall respond to the grievance in writing to the Association within twenty (20) school days of this meeting.

**Level Three:** The Association may, within fifteen (15) school days of the response from the Superintendent, appeal the grievance to the Committee. The Committee may initially review its jurisdiction relative to the grievance under the Education Reform Act and advise the Association within ten (10) school days of receipt of the grievance. Within twenty (20) school days of the meeting with the Association the Committee shall respond in writing to the grievance. If the Committee notifies the Association that it will not hear the grievance, the Association shall treat such notice as the Committee's response.

**Level Four:** If the response by the Committee is unsatisfactory to the Association, the Association may within ten (10) school days of the committee's response, give notice of its intention to arbitrate the matter and with five (5) school days thereafter shall submit the grievance to the American Arbitration Association for arbitration in accordance with its rules. The expense of arbitration shall be shared equally by the Committee and the Association. The decision of the arbitrator shall be final and binding on the parties in the grievance procedure. An arbitrator shall be without authority to add to, subtract from, or otherwise modify the terms of the Agreement.

6.4 Any grievance shall be deemed to have been waived if the action required of the Association to present it to the next level in the procedure shall not have been taken within the time specified in the above sections. For purposes of this Article, unless stated otherwise, the term "days" shall refer to school days. School days are those when members are scheduled to report to school, and do not include Saturdays, Sundays, holidays or on any other day on which school is closed.

6.5 In the event a grievance is filed on or after June 1, but before the first day of the subsequent school year, it shall be submitted directly to the Superintendent within twenty-one (21) calendar days after the grievant first became aware of the act or condition on which the grievance is based. Thereinafter, the deadlines for the subsequent steps in the grievance procedure shall be those stated in Section 5.3 of this Agreement, but shall be considered calendar days. However, if the due date falls on a weekend or a holiday, the deadline shall be extended until the next standard business day.

6.6 If any member shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; and if the Association shall so desire, it shall be permitted with the consent of the member (a delegate) to be heard at each level of the procedure under which the grievance shall be considered.

6.7 If a grievance has been presented by a member at any level as set forth above, no notations, nor record thereof, nor any communication or matter related thereto received subsequent to such grievance shall be placed or recorded in the personnel file of such member. Nothing contained therein shall require the Committee to remove from a personnel file written communication, other documents, or records customarily maintained in a personnel file, such as, but not limited to, evaluation reports or specific complaints from parents or others. If a member presents a grievance with regard to matters appearing in their personnel file, and such grievance is resolved in favor of the member, a record of such favorable determination shall be entered in the personnel file of the member.

6.8 If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.

## **ARTICLE 7 COMPLAINTS AND DISCIPLINE**

- 7.1 Just Cause: No employee with professional teacher status shall be disciplined, discharged or deprived of professional advantage without just cause.
- 7.2 Criticism of a member shall be done in private. Members shall be promptly notified of any complaint made about them by a colleague, a student, a parent, an administrator, or a member of the public that the administration intends to investigate. Members shall be given an opportunity to respond in writing to any such criticism or complaint. Their written response shall be attached to the complaint if it is added to their personnel file.
- 7.3 If an administrator receives a complaint involving a member of the Association or between a member and someone from another bargaining unit, they shall meet with the parties and try to resolve the problem. If no resolution is reached, an appointment shall be scheduled with a designated mediator. This program is not a replacement for the grievance procedure.
- 7.4 Members may review their personnel files periodically seeking to correct any misunderstandings and adding additional material. No material shall be placed into a member's personnel file without it being given to the member for their inspection and response. All members shall be afforded an opportunity to attach their response to any material that is to be put into their personnel file.
- 7.5 When a parent or a student has a complaint, the administrator shall involve all parties concerned. Conferences should be held at the close of the regular school day whenever possible.
- 7.6 Administrators shall use ethical procedures when filling out evaluations.
- 7.7 The School Committee and Hull Teachers Association believe that the primary purpose of member evaluation is to develop excellence in teaching for the benefit of every student in the Hull Public Schools. The process of evaluation and supervision must be cooperative, constructive and continuous. It must be conducted in a climate characterized by clear expectations, trust and support. The evaluation process analyzes and improves member performance and promotes personal growth. Copies of evaluation forms are to be made and one given to the member.
- 7.8 Evaluation should be as objective as possible.
- 7.9 Any evaluation that has an effect on the member's reappointment or advance on the salary schedule should be discussed with members so there shall be ample time to correct any deficiency.
- 7.10 If there is any question about a member's qualifications for recommendation for re-election, this doubt and reasons for it should be made known to them.
- 7.11 If there is any serious doubt about the permanent appointment of a member without professional teacher status, notification is most fairly made at the close of the second year.

7.12 Members shall have the right to representation in any meeting that may lead to discipline. Notice of this right shall be provided to the employee prior to any investigatory meeting which may lead to discipline.

7.13 The School Committee and the Association shall create, maintain and promote an atmosphere of mutual respect among all parties involved in the education of Hull's children. In order to maintain this atmosphere, a system of dispute resolution through cooperation, collaboration, and non-adversarial means shall be established.

## **ARTICLE 8 PROGRAM DEVELOPMENT**

8.1 We recommend that members be consulted on new programs or changes made in existing programs.

8.2 By virtue of policy directive of the School Committee and state legislation, significant system wide changes have occurred and are expected to continue to occur in the Hull Public Schools. The purpose of the changes is to improve the delivery of education to the children of Hull. The parties acknowledge that change can be a difficult process, and that accomplishing change successfully requires the mutual commitment of those who seek to implement change and those who shall be the agents of implementation. So as to promote successful program development and change, the parties agree to be guided by the following principles:

- a. The administration shall seek faculty input when developing a plan of implementation of the changes, which may include prioritizing changes, defining specific goals, determining methods of measuring success in reaching the goals, and establishing progress timelines;
- b. The judgment of all educational professionals, including both administrators and members, shall be respected. Input into the process shall be welcomed from all participants. The administration shall establish methods for seeking and receiving feedback, both positive and negative, regarding the success of the changes. By involving all participants in the change process, the parties hope that all shall have a sense of ownership of the system and the changes;
- c. The parties shall evaluate the changes implemented based on data to determine what is working and what is not working, and to alter the program of change as appropriate to achieve the established goals;
- d. Communication within grade levels, across grade levels, and between schools is important to curriculum articulation and to system wide understanding of changes. The parties shall develop vehicles for periodic communication among change participants at all levels;
- e. Staff development and in-service training is vital to successful implementation of changes. Appropriate training shall be provided to staff who are required to implement changes. Staff who receive training shall be expected to implement the programs and techniques learned in the training;

f. Members, administrators, other staff, parents, community members and students shall be included in the process of selection and promotion of staff as appropriate;

g. A representative of the Hull Teachers Association shall be allowed to sit with the Hull School Committee at open meetings and to participate actively in an advisory capacity. The Association representative shall not have voting rights and shall not participate in executive sessions. The representative shall be appointed by the Association.

**ARTICLE 9  
CONTINUING CURRICULUM DEVELOPMENT  
(SUMMER IN-SERVICE WORKSHOPS)**

9.1 Opportunity for supplementary pay during the summer, and other vacation periods may be afforded professional members in the following areas, at the following hourly rate:

Curriculum Development	Thirty dollars (\$30) per hour
Curriculum Revision	Thirty dollars (\$30) per hour
Problems of Practice	Thirty dollars (\$30) per hour
In-Service Teaching	Thirty dollars (\$30) per hour
Curriculum Review and Selection	Thirty dollars (\$30) per hour

9.2 Application for the above shall be made to the Office of the Superintendent of Schools. To be eligible, an applicant must:

- a. Be recommended by the respective Principal.
- b. Be certified in the area to be studied.

**ARTICLE 10  
EXTENDED SCHOOL YEAR**

10.1 First priority shall be given to hiring members for Extended School Year (ESY) before hiring outside of the District.

- a. Upcoming ESY open positions shall be posted internally by April vacation each year.
- b. Postings shall include assignment descriptions and the proposed calendar for ESY including location, work hours and days.

10.2 Compensation

- a. ESY shall be compensated at the professional hourly rate of forty dollars (\$40) per hour.
- b. Members shall be paid bi-weekly. Bi-weekly timesheets shall be submitted to the Program Coordinator for approval and submission to the Payroll Office.

## **ARTICLE 11 TUTORING**

11.1 First priority shall be given to hiring members for tutoring before hiring outside of the district.

- a. Except in cases of urgent need, upcoming Tutoring open positions shall be posted internally for at least seven (7) days before posting externally.
- b. Interviews of internal candidates shall be completed before external candidates are interviewed.
- c. Postings shall include assignment descriptions and the proposed calendar for Tutoring including location, work hours and days.

11.2 Compensation

- a. Tutoring shall be compensated at the professional hourly rate of forty-five dollars (\$45) per hour.
- b. Members shall be paid bi-weekly. Bi-weekly timesheets shall be submitted to the Administration for approval and submission to the Payroll Office.

11.3 Members shall have the right to refuse tutoring assignments.

## **ARTICLE 12 SUMMER SCHOOL**

12.1 First priority shall be given to hiring members for Summer School before hiring outside of the district.

- a. Upcoming Summer School open positions shall be posted internally for at least seven (7) days before posting externally.
- b. Interviews of internal candidates shall be completed before external candidates are interviewed.
- c. Postings shall include assignment descriptions and the proposed calendar for Summer School including location, work hours and days.

12.2 Compensation

- a. Summer School shall be compensated at the professional hourly rate of forty dollars (\$40) per hour.
- b. Members shall be paid bi-weekly. Bi-weekly timesheets shall be submitted to the principal for approval and submission to the Payroll Office.

## ARTICLE 13 LENGTH OF SCHOOL DAY

13.1 Effective September 1, 2024 the member workday and the instructional day shall be the following:

	Member's Day Starts	Instruction Starts	Instruction Ends	Member's Day Ends
High School	7:15 A.M.	7:25 A.M.	2:20 P.M.	2:35 P.M.
Jacobs School	8:00 A.M.*	8:15 A.M.	2:55 P.M.	3:05 P.M.

\* Students enter the building at 8:05 A.M.

a. To allow for arrival and dismissal times for PreK, instruction for the A.M. session shall end five (5) minutes prior to the member's assigned lunch time and instruction for the P.M. session will begin five (5) minutes after the member's assigned lunch time.

b. The hours of the Jacobs School day may be adjusted to accommodate bus schedules so long as the total length of the member workday is not increased.

13.2 If due to unforeseen circumstances the above hours are unable to be maintained, the Committee shall request a waiver on an as-needed basis. Such waiver shall not be unreasonably denied by the Association.

13.3 After-school sessions shall not be required on Friday, the day before a holiday, the day on which the member has an afternoon course, a day on which a member is required to attend an evening meeting as provided in Article 17.2, with the exception of Parent Teacher Conferences, or on the day of a Teachers Association meeting.

13.4 All members shall be on duty during school hours in schools to which they are respectively assigned.

13.5 Two (2) early release days shall be scheduled each year for the purpose of professional development. The professional development shall not exceed three (3) hours and may be scheduled District wide.

13.6 Three (3) full day Professional Development Days (PDDs) shall be scheduled each year. The schedule of these three days shall go from 8:00 a.m. until 3:00 p.m. and on each of these days members shall have one hour for lunch. On the first professional development day, staff shall be released from the general session by 10:30 a.m. to return to their schools.

13.7 Eight (8) times each year the Jacobs School shall have an Early Release Day (12:05 p.m. - 3:05 p.m.) scheduled for the purpose of members working together in Professional Learning Communities (12:05 p.m. – 3:05 p.m.). Members shall create an agenda and with the approval and input of the principal use the three hours to work on curriculum, assessment, lesson development, social emotional learning, personalized learning, data, pirate time, enrichment, and other topics related to their practice. Members shall update the principal on their accomplishments (or work).

13.8 Members attending workshops approved by the Administration shall receive one (1) professional development point based on the hours of the workshop and additional professional development points shall be given to the Chair of the workshop based on preparation hours.

## **ARTICLE 14 LENGTH OF SCHOOL YEAR**

14.1 The school year shall consist of one hundred eighty (180) teaching days, plus three (3) professional development days as referenced in Article 13.6 and shall commence no earlier than the week prior to Labor Day. New members to the system shall also attend a three (3) day induction orientation program facilitated by the Administration. The President(s) of the Association, or their designee, shall be given a half hour to provide an orientation to new members. New members shall receive five hundred dollars (\$500) for attending the three (3)-day educator induction orientation program. Payment shall be made in the first pay period following orientation as a separate deposit.

### 14.2 Early Childhood Expectations

a. The length of the school year for kindergarten shall include the parent conferences and kindergarten orientation which are a part of the present practice and shall not exceed one-hundred eighty (180) days.

b. The length of the school year for PreK shall begin the first full week of school and end the last full week of school. Workdays prior to the start and end of the school year shall include the parent conferences, meet and greet sessions, and PreK screenings and any other necessary transition activities, which shall not exceed one-hundred eighty (180) days.

### 14.3 Members shall not work on the following days:

- a. Labor Day
- b. Indigenous Peoples' Day
- c. Veterans Day
- d. Thanksgiving Day and the following day
- e. Winter/New Year's vacation period
- f. Martin Luther King, Jr., Day
- g. The week of Presidents' Day
- h. Good Friday
- i. The week of Patriot's Day
- j. Memorial Day
- k. Juneteenth (June 19) or the Friday before or Monday following Juneteenth if it occurs on a weekend
- l. Independence Day (July 4) or the Friday before or Monday following Independence Day if it occurs on a weekend

## **ARTICLE 15 MEMBER ASSIGNMENTS**

15.1 For the purposes of this Article 15, the term "transfer" shall mean any voluntary or involuntary change of the school or discipline to which the member is assigned.

15.2 The Committee and the Association recognize that some involuntary transfers of members is unavoidable, but they also understand that frequent transfers can be disruptive to the educational process.

15.3 All assignments shall be made known in writing by June 1. Notice shall include the school to which the member is being assigned, the grade(s) and/or subject(s) to be taught. These assignments shall not be changed without due notification of the member involved and a conference with the Principal if so requested by the member.

15.4 A permanent vacancy exists when there is established any new or additional position in the bargaining unit, when there is an opening in an existing position because a member leaves that position at the conclusion of a school year, or when a member notifies the Superintendent in writing during the summer of a resignation to occur prior to the commencement of the next school year. All permanent vacancies shall be made known to all members in the system, and the permanent vacancy shall be filled by promotions and transfers within the system as much as possible. As used herein, the term "position" shall include positions of all members as well as extracurricular assignments that are listed in this Agreement.

15.5 When a vacancy occurs during the school year, it shall be considered to be a "temporary vacancy" and shall be filled on a temporary basis for the remainder of the school year. Temporary vacancies are not required to be posted in accordance with Article 15.6 herein. If the temporary vacancy exists for the subsequent school year, it shall be considered to be a permanent vacancy and shall be posted and filled in accordance with Article 15.6.

15.6 Notice of all permanent vacancies shall be posted and advertised by the end of the school year in each building. A copy of the posting shall also be sent to the President(s) of the Association. Notices shall clearly set forth the duties and qualifications of the position and the salary range. The Committee and Association recognize that permanent vacancies occurring during the summer present difficulties for both parties. To address one another's needs, they agree on the timeliness for postings listed below:

Before the close of school until August 1 - at least seven (7) days;  
From August 1 until the opening of school, no time period.

If the position is not filled, the Committee reserves the right to post new specifications. The President(s) of the Association shall be notified of this in writing.

15.7 Members who desire a change in grade and/or subject assignment for the following school year or who desire to transfer to another building for the following school year, shall file a written request of such desire with the Superintendent no later than March 15 of the preceding year. Such requests shall include the grade and/or subject to which the member desires to be assigned or the school to which the member desires to be transferred. As soon as practical,

and normally not later than the close of the school year, the Superintendent shall notify the member of the disposition of the request. Requests must be renewed each year.

15.8 Members who desire consideration for a permanent vacancy which may occur during the summer, i.e., June through August, must leave advance written request with the Superintendent before the close of the school year. The requests shall contain the same information set forth in Article 15.7, but must also contain information regarding phone numbers and addresses for contacting the members should they not be reachable at home. The Superintendent shall make every reasonable effort to contact the members, but shall not be held liable if they cannot reach them.

15.9 Sometimes "out of the ordinary" opportunities become available to members that do not constitute a "vacancy in a position" as defined in this Article 15. Examples of "out of the ordinary" opportunities may include an advisor, member, coach, or other supervisory function, not listed in this contract, that becomes available due to grants, special programs, or staff initiatives. Although these "opportunities" do not have to be posted pursuant to paragraph 15.6, the parties agree that such opportunities should be made known to the members in general. When such an opportunity exists, a notice shall be posted. The notice shall include information such as the following: a brief description of the opportunity and its goals; the number of people to be involved; the qualifications required to participate; details about dates, times, length of commitment; contact person; pay, if any; other relevant information as necessary.

15.10 When a reduction in force in the bargaining unit is determined by the Superintendent to be necessary, volunteers shall be given consideration. Denial of the request of a volunteer is not grievable.

15.11 Notice of any involuntary transfer or assignment shall be given to members as soon as practical; and not later than June 1 except in cases of emergency.

15.12 When involuntary transfers and involuntary reassignments are necessary for the good of the system, members shall be reassigned in accordance with the criteria of certification, and qualifications. If qualifications are relatively equal, length of service shall apply. Transfers and reassignments are not grievable unless determined by an arbitrator to be arbitrary and capricious.

15.13 An involuntary transfer or reassignment shall be made only after a meeting between the member involved and the principal, at which time the member shall be notified of the reason therefore. In the event that a member objects to the transfer or reassignment at this meeting, upon request of the member, the Superintendent shall meet with them. The member may, at their option, have Association representative(s) present at such meeting(s).

15.14 The parties recognize the right of the School Committee to create new positions or fill existing positions on an as needed basis.

15.15 At the Jacobs School, changes in grades taught within a member's area of certification, within two grade levels, shall not be construed as a transfer or reassignment. Any member moved pursuant to this section, shall not have their assignment changed the following year.

Nothing in this Article shall prevent a member from requesting a transfer pursuant to Article 15.7.

15.16 When a member moves classroom(s) or worksites(s), whether voluntary or involuntary, they shall be provided time within their workday for the packing and loading of the current classroom(s)'s materials, and the unpacking of the same, and arrangement and set up of the new classroom(s). If such time cannot be provided in the normal workday, the parties shall meet to discuss how such a move may be accomplished.

## **ARTICLE 16 CLASS SIZE**

16.1 Whenever possible, class size shall be as follows:

Grade PreK:	Maximum - 17
Grade K - 5:	Maximum - 22
Grade 6 - 12:	Maximum - 30

## **ARTICLE 17 PARENT TEACHER MEETINGS**

17.1 Members, as professional educators, should attend P.T.O. meetings in order to provide better rapport between parents, members, and students.

17.2 Members shall be required to attend three (3) evening meetings per year as directed by the School Principal.

## **ARTICLE 18 AFTER SCHOOL MEETINGS**

18.1 Members may, in addition to any other required meetings, be required to attend meetings after the member workday for the purpose of professional development, curriculum development and building matters as directed by the administration to a maximum of twenty (20) hours per school year.

18.2 Members may, in addition to any other required meetings, be required to attend two (2) two (2) hour sessions for parent teacher conferences that shall be held ten (10) minutes after students are released on early release days.

## **ARTICLE 19 DUTY FREE LUNCH PERIOD**

19.1 Jacobs School: Every member shall receive, when possible, a forty (40) minute period of duty-free time for lunch between 11:00 a.m. and 1:00 p.m. In no event shall Jacobs School members receive less than a twenty-five (25) minute duty-free lunch period. It is recommended that as much use be made of non-teaching personnel to handle cafeteria and recess duties as is possible, in conjunction with one responsible person.

19.2 High School: Every member shall have a twenty-five (25) minute period of duty-free time for lunch between 10:30 a.m. and 1:00 p.m.

## **ARTICLE 20 NON-TEACHING DUTIES**

20.1 While the Committee and the Association recognize that members should be involved in professional activities as much as possible, they also recognize that they must sometimes be involved in non-teaching duties. In addressing the needs to make the best use of members' talents and to provide proper supervision of students, the parties agree to the following: that the needs of each building regarding non-teaching duties shall be discussed at least once each year by the principal and the faculty, assuming that students and buildings shall be legally and responsibly supervised, solutions should be sought, planned, and implemented at the building level for dealing creatively with these duties and related issues. Whenever possible, no scheduled non-teaching duties shall be assigned to itinerant members.

## **ARTICLE 21 MEMBER FACILITIES**

21.1 All members shall be provided with adequate facilities for planning and preparation, and storage of personal belongings and confidential student information.

## **ARTICLE 22 STUDY HALLS**

22.1 In all study halls of more than seventy-five (75) students a second member shall be provided when requested by the member.

## **ARTICLE 23 PROFESSIONAL TEACHER STATUS**

23.1 All members shall receive Professional Teacher Status (PTS) on the last day of their third (3<sup>rd</sup>) consecutive year of employment in Hull Public Schools in any certified position.

23.2 Any complete, consecutive years of service as a certified Long-Term Substitute (LTS) shall count towards achievement of PTS. As per Massachusetts General Laws, the member must have been certified in the assignment which they taught as an LTS.

## **ARTICLE 24 CHILDREN OF MEMBERS**

24.1 A member who does not reside in Hull may enroll their children in the Hull Public Schools provided:

- a. There is available space in the grade/program the student would enter;
- b. The student does not require services not provided by the Hull Public Schools;
- c. The student meets all requirements applicable to students who reside in Hull;

- d. The member makes arrangements for payment for tuition or fees normally applicable to the program; and
- e. The member takes responsibility for transportation of the student.

24.2 Once a student is enrolled, the child(ren) of non-resident members shall be permitted to remain a student of the Hull Public Schools until completion of their senior year.

## **ARTICLE 25 LEAVES OF ABSENCE**

25.1 Leaves taken under this agreement for reasons covered by any state or federal law, including but not limited to the FMLA, shall be considered FMLA leave as well as leave under this Agreement and leave under any other applicable state and federal law, and shall be deducted from the employee's statutory leave entitlement.

25.2 A leave of absence may be granted with or without pay to a member with professional teacher status by the Superintendent for compelling personal or family reasons. This leave of absence shall not be for more than one year, and shall not involve loss of pre-leave accumulated seniority or professional teacher status. Said decision shall not be grievable.

## **ARTICLE 26 SICK LEAVE**

26.1 Educators shall accrue sick leave at the rate of one and one-half (1 1/2) days for each month of service of the school year, and credited on the last day of each school month up to a maximum of fifteen (15) days per year. Unused sick leave days earned in the preceding school years shall accumulate up to a maximum of two hundred and ten (210) days. Accumulated sick leave may also be taken, up to an annual total of five (5) days, because of illness or injury to a member of an educator's immediate family. Immediate family defined as: Mother, Father, Spouse/Companion, Son, Daughter, Step-son, Step-daughter, Brother, Sister, Son-in-law, Daughter-in-law, Grandchild, Grandparent, Mother-in-law, Father-in-law, relative residing in the same house.

26.2 If a member is on sick leave for five (5) consecutive days, a physician's note may be required at the discretion of the Superintendent.

26.3 In the event that there is reason to question the validity or integrity of a sick leave absence, including a pattern of behavior, the Superintendent may require submission of a physician's note.

26.4 Members shall be given an annual accounting of their cumulative sick leave by October 1.

26.5 If a member becomes ill or injured, has exhausted all of their sick leave, and has been denied additional sick pay by the Superintendent, they shall be entitled to have their salary for these days lost deducted from the next paycheck if legally permissible.

## **ARTICLE 27 SICK LEAVE BANK**

27.1 A voluntary sick leave bank shall be maintained for use by eligible members who have exhausted their own sick leave accumulation through an illness. Sick leave bank days can only be used for the eligible member's own illness, injury, or disability.

27.2 The Sick Leave Bank shall be maintained by the Association and administered by a Sick Leave Bank Committee composed of three (3) Association members designated by the Association, and two (2) members on behalf of the school district, designated by the Superintendent. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

- a. Adequate medical documentation of the member's own illness, injury, or disability.
- b. Propriety of use of sick leave by the member.
- c. In cases related to a prolonged illness, sick bank days shall be awarded in increments.

27.3 Operation of the Sick Leave Bank and withdrawals there from shall be carried out by the Sick Leave Bank Committee, which shall furnish written records of deposits and withdrawals to the Superintendent together with a copy of the administrative regulations established and any amendments thereto.

27.4 Each eligible member who wishes to participate shall submit one (1) sick day of their personal accumulation to the Sick Leave Bank. No sick days assigned to the Bank may be recovered by the Assignor.

27.5 Sick Leave Bank awards shall not be carried over to the next school year, but shall be returned to the Bank, if not used.

27.6 The Sick Leave Bank shall not exceed two hundred seventy (270) school days withdrawn per year.

27.7 Members shall be eligible to join the Sick Leave Bank on a form provided by the Association.

27.8 New members shall be provided the form referenced in Article 27.7 by the Association.

27.9 Members shall be eligible to donate days to the Sick Leave Bank whenever the Association opens a donation period.

## **ARTICLE 28 PERSONAL LEAVE**

28.1 The Superintendent may grant a maximum of four (4) days non-cumulative temporary leave of absence, without loss of pay and not to be deducted from sick leave in any one school year. No reason must be given other than personal business. The Superintendent, in their sole discretion shall have the authority to grant consecutive days or advance days from the following school year.

28.2 Application for temporary leave of absence must be submitted in writing to the Superintendent at least forty-eight (48) hours in advance except in case of emergency.

28.3 Requests for leave of absence may not be authorized on days preceding or following holidays or vacation periods, except in emergencies and/or unavoidable circumstances as determined by the Superintendent, or under the provisions of Article 28.6.

28.4 Religious leave days shall be identified separately on attendance records and statistical reports.

28.5 The above shall not be aggrievable beyond Level Three of the Grievance Procedure.

28.6 Members who have worked in Hull for fifteen (15) years or more are eligible to take one of their personal days before or after one of the days/periods identified in Article 14.3. Each year, the Association shall select members' names from the pool of eligible members. Starting with the first, each member chosen may select from the available dates.

Three (3) members from each building may use one (1) of their personal leave days on the days immediately preceding winter/new year's vacation period, February school vacation, and April school vacation.

One (1) member from each building may use one (1) of their personal leave days on the day immediately following winter/new year's vacation period, February school vacation, and April school vacation, and the days preceding or following Indigenous Peoples' Day, Veterans Day, Thanksgiving and the day after Thanksgiving, Martin Luther King Jr. Day, Good Friday, and Memorial Day.

The Association shall submit a list of names and dates chosen to the Superintendent whenever possible by August 1, and no later than the beginning of the school year. Changes to the final list must be approved by the Superintendent. (See Appendix D)

## **ARTICLE 29 BEREAVEMENT LEAVE**

29.1 Bereavement Leave may be granted on the death of a member's immediate family up to a maximum of five (5) days, not to be deducted from sick or personal leave. Immediate family defined as: Mother, Father, Spouse/Companion, Son, Daughter, Brother, Sister, Son-in-law, Daughter-in-law, Grandchild, or Grandparent. Immediate family shall also include the following

family members of a member's Spouse/Companion, Mother, Father, Son, Daughter, Brother, Sister, and Grandchildren.

29.2 In the case of death of the member's Aunt or Uncle or the member's Spouse's/Companion's Grandparents, the member shall be allowed the days off needed, with pay, up to and including the day of the funeral or memorial services, but not to exceed three (3) days, not to be deducted from sick or personal leave.

29.3 In the event of the death of a member of the staff, the faculty in the building in which the deceased taught shall be allowed to attend the funeral. The Superintendent and the President(s) of the Association, or their designee, shall meet for the purpose of making arrangements so that as many other faculty members as is reasonably possible can attend the funeral. The provision in Article 29.3 is subject to compliance with Department of Education regulations concerning the length of the school year. In the case of the death of a close friend, a member who does not have personal leave available may request a paid day to attend the funeral which the Superintendent may grant. Such requests shall not be unreasonably denied.

### **ARTICLE 30 FAMILY LEAVE RESERVE ACCOUNT**

30.1 The Hull School Committee shall create a Family Leave Reserve Account of sixty (60) days per year.

30.2 Members may request use of a FLRA day to care for a "family member" with a "serious health condition" as those terms are defined in the Family Medical Leave Act.

30.3 An individual member may not use more than three (3) days per year.

30.4 Members may request use of an FLRA day by completing 1) a Request for Leave Form and 2) a FLRA Approval Sheet attached in Appendix F. Both forms shall be submitted to the school principal for approval. If the school principal has approved the request forms, they shall forward the forms to the Superintendent for final action.

### **ARTICLE 31 PARENTING AND EXTENDED CHILDCARE LEAVE**

31.1 All full-time members who have completed three (3) months of service in the Hull Public Schools may be eligible for up to twelve (12) weeks of parental leave per child, for:

- a. The purpose of preparing to give birth, giving birth and/or bonding with a newborn child, or:
- b. The placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the member who is adopting or intending to adopt the child.
- c. Any two (2) members of the District shall each be entitled to the parental leave

provided for in this Article for the birth or adoption of the same child. However, both members shall not be on leave at the same time.

### 31.2 Parameters on Parental Leave

- a. Such leave from work must be consecutive work days and must start within nine (9) months of the date of birth/adoption of the child.
- b. The member's parental leave of absence shall be completed within one (1) year of either the birth or placement of a child.
- c. Parental leave taken pursuant to this Article shall run concurrently with leave taken pursuant to the Massachusetts Parental Leave Act and Family Medical Leave Act, or any other applicable state or federal law, and shall be deducted from the member's statutory leave entitlement.

### 31.3 Parental Leave Compensation

Effective beginning the 2024-2025 School Year, the Employer shall pay one hundred percent (100%) of base wages and contractually agreed member benefits during the first four (4) weeks of the parental leave of absence. Thereafter, a member shall be eligible to utilize up to four (4) weeks of their own accrued paid sick leave without a doctor's note to the extent available pursuant to Article 26. A member utilizing their FMLA entitlement may extend their parental leave for an additional four (4) weeks (twelve [12] total weeks) and utilize any accrued sick time consistent with District policy.

### 31.4 Notice to District

- a. A member intending to take a parenting leave of absence shall notify the Superintendent in writing of their anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, their anticipated date of departure. Members are urged to give earlier notification thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction. In the event of an unanticipated date of departure due to circumstances outside the member's control, the member shall notify the Superintendent in writing as soon as reasonably possible of their new departure date.
- b. The pregnant member may continue in their assigned position as long as their physical condition and ability to perform their assigned duties allow.

### 31.5 Return from Leave

- a. Upon completion of parental leave, the member shall be restored to the position the member held when the parental leave commenced or a substantially equivalent position.
- b. A member shall be placed on the next step of the salary schedule on the year of their return if they completed at least ninety-two (92) days of service during the academic year of their leave.

### 31.6 Extended Childcare Leave

a. A member shall be granted an extended child rearing leave without pay or increment but with entitlement to sick leave benefits for disability resulting from childbirth during this period of leave under the conditions set forth in Article 26, as applicable for up to one (1) year provided that the member returns on the first day members report back to school or at the end of a marking period.

1. A member must notify the Superintendent, in writing, of their anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, their anticipated date of departure.

2. A member shall notify the Superintendent in writing of their intent to return and anticipated date of return to their position for the following school year by March 1 of the leave year. Absent any such notification, the member shall be considered to have resigned and shall receive the appropriate notification of non-renewal/dismissal by May 15.

b. Any member who has completed three (3) years of continuous service shall be granted an extended child rearing leave without pay or increment but with entitlement to sick leave benefits for disability resulting from childbirth during only the period of disability under the conditions set forth in Article 26 and 27, as applicable, for up to one (1) additional school year under the following conditions:

1. The one (1) year child rearing leave shall be for one (1) full school year from September 1 through June 30.

2. The member must notify the Superintendent, in writing, by April 1 of the member's intention to take a child rearing leave during the following school year.

3. When the member returns to work at the beginning of the school year, as prescribed above, they shall be assigned to a position for which they are qualified.

c. A member who is on extended childcare leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Said member shall be placed in the same or similar position to the one that they held as of the date of commencement of their leave.

31.7 From the first day of any of the above leaves of absence, for up to one (1) year, the member shall be eligible to remain enrolled in the Town's health insurance plans, however, the member shall be responsible for paying one hundred percent (100%) of the premium following the expiration of paid or statutory leave, whichever is longer.

## **ARTICLE 32 SABBATICAL LEAVE**

32.1 The Sabbatical Leave Policy shall be as specified in Chapter 71, Section 41A of the General Laws of Massachusetts. "Superintendent may grant a leave of absence for study or research to any teacher, principal, or supervisor at discretion (on professional teacher status) which would increase their professional ability, such leave to be for a period not exceeding one

(1) year at full or partial pay; provided that prior to the granting of such leave, said teacher, principal, or supervisor shall enter into a written agreement with the Superintendent that upon termination of such leave, they will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, they will refund to the city or town the amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered." It is understood that the request must be made by January 15 of the school year preceding the school year in which the leave is to be taken and a response shall be provided by April 15. A member shall notify the Superintendent in writing of their intent to return and anticipated date of return to their position for the following school year by March 1 of the leave year. Absent any such notification, the member shall be considered to have resigned and shall receive the appropriate notification of non-renewal/dismissal by May 15.

### **ARTICLE 33 CAREER EXPLORATION LEAVE**

33.1 Up to two (2) members shall be granted leave of absence without pay for purposes of career exploration. Such leave may be extended for an additional year at the discretion of the Superintendent and the School Committee and their decision is not grievable. Any member may apply for a one (1) year leave of absence without pay and a one (1) year renewal thereof which shall be subject to the approval of the Superintendent and School Committee and such approval is not grievable.

33.2 A member with less than five (5) years of service in the Hull Public Schools shall not be eligible for this leave.

33.3 A member, in order to be eligible for such leave, must notify the Superintendent by April 1, of the school year preceding the school year in which the leave is to be taken.

33.4 If a member does not provide the Superintendent with written notice by March 1, during the leave year of their intention to return to active duty the following September, they shall be deemed to have resigned.

33.5 In no event shall a member be allowed to return to active service before the beginning of the school year following the school year in which the leave was taken.

33.6 A member who is on career exploration leave shall not be entitled to accrue paid sick leave or other benefits including movement on the salary schedule, during the period of such leave.

33.7 For the purposes of this Article, career exploration leave shall be defined as a leave taken by a member of the bargaining unit to pursue alternative career possibilities, outside the field of education (but permitting exploration in the Higher Education field).

33.8 Any one (1) employee shall not be entitled to more than one (1) career exploration leave.

33.9 In the event that more than two (2) members apply for career exploration leave in any one (1) school year, the School Committee shall accept applications for said leave from the most senior among the total number of members applying for leave.

33.10 If a reduction-in-force occurs during an employee's career exploration leave, they shall be affected by said R.I.F. in exactly the same manner as they would have been affected had they not taken said career exploration leave.

### **ARTICLE 34 MILITARY LEAVE/PEACE CORPS/VISTA**

34.1 A maximum of ten (10) day military leave per school year shall be granted to persons called into temporary active duty in the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Members shall make every effort to schedule leave during vacation periods.

34.2 In the event of a national or state emergency, the military recall of members shall automatically place them on military leave. During such period of active duty, seniority and longevity shall continue to accumulate.

34.3 Peace Corp/Vista Leave as follows:

- a. A member with professional status may obtain a leave of absence without pay for up to two (2) years to serve in the Peace Corps, or up to one (1) year to work with Vista.
- b. Upon return from such leave, the member shall be returned to their position, if not abolished, or a position as reasonably comparable to the one previously occupied as is then available, and shall be placed on the step on the salary schedule they would have attained had the member remained in the Committee's active service during the period of the leave.
- c. All such leaves shall run during the school year. Applications for such leave must be submitted prior to April 1 of the calendar year in which the leave is to begin.

### **ARTICLE 35 CLASS COVERAGE**

35.1 Members in grades K-12 providing substitute coverage for another member when no substitute can be otherwise provided shall receive compensation at the rate of fifty dollars (\$50) per class period, provided that such coverage is for a complete period and/or hour.

- a. This includes study halls under the above conditions.
- b. The above compensation shall only apply if the member gives up their prep time and another prep time is not provided on the same day.

35.2 Any member who, on an extended basis, agrees to assume full responsibility for the regular instruction of an additional class due to the absence/loss of a regular member shall:

- a. be compensated at the rate of fifty-five dollars (\$55) for each such class period.
- b. Agreement on the assignment shall be documented between the member and their building principal prior to the member's assumption of these duties.
- c. Members shall have the right to refuse any such extended assignment.

### **ARTICLE 36 TIME FOR PLANNING & PREPARATION**

36.1 All members shall be guaranteed daily, duty-free planning time of at least forty-five (45) continuous minutes in length, except on days with a modified day schedule, including but not limited to early release days and weather delays. On these modified days, members shall have a duty-free planning time equal to the length of a typical period that day.

36.2 In order to assure that Jacobs School members have sufficient preparation time, they shall not be required to be present in the classroom when a specialist is assigned.

### **ARTICLE 37 TRAVEL ALLOWANCE**

37.1 Persons whose assignments make it necessary to travel from school to school in performance of their duties or are required to travel out of town on business shall be reimbursed at the applicable IRS rate, provided reimbursement request is submitted prior to June 30 for expenses incurred before June 1. The District shall notify employees of the deadline by June 1. This allowance doesn't cover courses taken for professional improvement or for college credit under Article 39, Appendix A or voluntary seminars, workshops or school visits.

### **ARTICLE 38 LONGEVITY**

38.1 Longevity stipends for a member's service in Hull Public Schools shall be:

Ten (10) to Fourteen (14) Years	Six Hundred Dollars (\$600)
Fifteen (15) to Nineteen (19) Years	Nine Hundred Dollars (\$900)
Twenty (20) to Twenty-Four (24) Years	One Thousand and Two Hundred Dollars (\$1,200)
Twenty-Five (25) to Twenty-Nine (29) Years	One Thousand and Five Hundred Dollars (\$1,500)
Thirty (30) Years or More	One Thousand and Eight Hundred Dollars (\$1,800)

38.2 The annual payment of longevity shall be made in June in the school year in which the member shall have reached longevity, in an electronic deposit separate from a payroll deposit.

38.3 The eligibility for longevity payments shall be calculated from the first date of continuous employment as a Unit A Member in Hull Public Schools.

## **ARTICLE 39 COURSE CREDIT AND/OR COURSE REIMBURSEMENT**

39.1 A member shall receive reimbursement, at the rate of up to Two Hundred and Fifty Dollars (\$250) per credit with proof of actual cost, for graduate courses approved in advance by the Superintendent.

- a. Course descriptions shall be submitted to the Superintendent prior to approval of any graduate or undergraduate course.
- b. The Superintendent's decision not to approve a course shall be subject to the grievance procedure but not eligible for arbitration.

39.2 Members shall be limited to reimbursement for up to two (2) courses during the school year.

39.3 In order for a course to count as credit for horizontal movement on the salary schedule, it must meet the following requirements:

- a. Be a graduate credit course from an accredited college or university in the field of education, in a subject the member teaches, or a subject related to the member's area of licensure, or any other graduate course specifically approved by the Superintendent in advance.
- b. Undergraduate courses may be counted only with the Superintendent's prior approval.
- c. Courses may be taken online or in person.
- d. Courses must have been passed with a grade of "C" or above; no more than one "C" for every fifteen (15) hours.
- e. An Approval of Professional Course for Credit form (see Appendix G) shall be submitted for approval to the Superintendent at least three (3) weeks prior to start of class.
- f. Courses offered by institutions accredited by National Council of Teacher Education and/or by the New England Association of Colleges and Secondary Schools which are within the scope of member's level or subject field or which shall be of value in the professional growth of the member, shall be approved by the Superintendent prior to course registration if credit is to be allowed.
- g. The policy of the School Committee is to encourage members to advance professionally. Future adjustments in salary schedules should not be made unless members have complied with this policy.
- h. Original transcripts must be submitted to verify credits for column change.

39.4 Changes from one degree column to another shall occur at the beginning of the school year following receipt of the degree/credits necessary for the column change, provided that notice of the anticipated change is given to the Superintendent by the preceding December 1.

39.5 All course reimbursements shall be paid to the member by check, separate from their normal salary compensation.

#### **ARTICLE 40 INSURANCE**

40.1 Members may participate in all life insurance, accidental death and dismemberment, hospital, medical and surgical insurance provided by any insurance plan adopted and maintained by the Town of Hull.

40.2 If the Town adopts the G.I.C. insurance program during the term of this Agreement, the parties shall negotiate the potential application of any savings to the salary.

40.3

March 26, 2010

The Hull School Committee and the Hull Teachers Association hereby agree that the Town may implement the following change to the health insurance premium contribution ratios for health insurance plans provided by the Town:

Increase employee's premium contribution percentage  
from ten (10%) percent to twenty-five (25%) percent

The Union hereby acknowledges that it has been provided notice and an opportunity to bargain over this matter, and the parties have reached agreement on the above referenced change to take effect July 1, 2009.

This Side Letter of Agreement in no way diminishes or alters the meaning and enforceability of the parties' collective bargaining agreement.

40.4 Effective January 1, 2017, the Employer shall establish and implement Section 125 plans for health insurance premiums, dependent care expenses and medical expenses, allowing employees to set aside funds to the extent permitted by the Internal Revenue Service. The annual costs of such plans shall be borne by the employer not to exceed five-thousand dollars (\$5,000) per year for members. Any bargaining unit excess expense shall be borne by participating bargaining unit members on a pro-rata basis. A debit card shall be included in the program at the expense of the employee not to exceed one dollar (\$1.00) per month.

## **ARTICLE 41 WORKER'S COMPENSATION**

41.1 The School Committee agrees that the provisions of Chapter 152, Section 69, General Laws of the Commonwealth of Massachusetts, providing for benefits to employees and their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members.

## **ARTICLE 42 REDUCTION IN FORCE**

42.1 In the event that it becomes necessary for the School Committee to reduce the number of professional status employees, the procedures set forth in this Article shall govern lay-off and recall decisions.

42.2 The Superintendent shall have the sole discretion in determining which positions are to be eliminated.

42.3 No member with professional teacher status shall be laid off if there is a member without professional teacher status serving in a position that a member with professional teacher status is certified to fill pursuant to G.L. Chapter 71, Section 38.

42.4 In determining the layoff of employees with professional teacher status, seniority shall prevail provided the more senior member is certified pursuant to G.L. Chapter 71, Section 38, for the junior member's position. Effective September 1, 2016, layoffs of employees with professional status shall be conducted within the categories listed in 42.5 based on a member's job performance and the best interests of the students.

A member's job performance and the best interest of the students are defined by the member's past summative evaluation ratings. The summative evaluations shall include only those received by members with professional status since the 2013-2014 work year and the total number compared shall not exceed the total number of summative evaluations received since the 2013-2014 work year by the least senior member with professional status. Ratings of Proficient and Exemplary shall be considered equal. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior member in the discipline targeted being laid off first. Seniority is defined as the length of continuous service in the Hull Public Schools. Leaves of Absence granted by the Superintendent shall not constitute a break in service. However, seniority shall not accumulate during the leave period.

42.5 Separate Seniority Lists shall be established by the Superintendent for professional teacher status employees in the following categories:

Elementary, Early Childhood, Moderate Disability (PreK-5)

Secondary (6-12)

Social Studies

English

Mathematics

Science

Business

Industrial Arts

World Language

**System (K-12)**

Guidance	Library
Art	Reading
Music	Special Education
Health Education	Physical Education
ELL/ESL	Occupational Therapist
Physical Therapist	School Psychologist
Adjustment Counselor/Social Worker	
Speech and Language Pathologist	
Speech and Language Pathologist Assistant	

42.6 In order for a member to be included within a category, the member must have a license and teaching experience in the Hull Public Schools in the category.

42.7 Members who qualify for more than one (1) category shall receive credit for total years of continuous teaching experience in Hull in that category in which they have taught for the longest period and credit in additional categories for the actual years of teaching in that category.

42.8 In situations where two (2) or more members have equal seniority, the decision to retain an employee shall be determined by level of academic training within the respective seniority category.

42.9 Lay-off is defined as an unpaid leave of absence granted by the Superintendent for a period of two (2) years from the effective date of the reduction; provided further that said member has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing they may have pursuant to Chapter 71, Section 42, of the Massachusetts General Laws.

42.10 Staff who have been laid off shall be recalled in the inverse order of their lay-off within their seniority category during a period of sixteen (16) months following their last day of employment, if they inform the Superintendent in writing on or before May 15 of their desire to be so considered or within thirty (30) days of lay-off. Acceptance of a full-time teaching position elsewhere shall void this requirement.

42.11 Members recalled within said two (2) year period after lay-off under the provisions of this article shall be credited with all such benefits they had accrued at the time of the lay-off of service.

42.12 Members serving a recall period shall be notified concerning any open positions in the system for which they may be qualified to fill; failure to accept an offer of employment for any such position shall terminate this requirement.

42.13 During the recall period, a member on recall status shall be eligible to remain in the group medical and life insurance programs of the Town of Hull, to the extent permitted by law, provided the laid off employee pays full premium amount pursuant to the requirement of the insurance carrier.

42.14 In the event a reduction in force becomes necessary, the Superintendent shall make every effort to notify employees of a potential layoff by June 1. However, the parties agree that there may be unforeseen/extenuating circumstances that would require that notice be provided after this date.

### **ARTICLE 43 RESIGNATION NOTICE**

43.1 Members shall give the Superintendent thirty (30) days' notice prior to effective date of resignation.

### **ARTICLE 44 RETIREMENT INCREMENT**

44.1 A member, who as of the effective date of retirement shall have completed fifteen (15) years of full time service in the Hull Public Schools, upon notification of retirement three (3) years in advance, shall be paid a two thousand four hundred dollar (\$2,400) retirement increment in equal installments over the last three (3) years of employment.

44.2 Any member who desires to withdraw notice of retirement must petition to the Superintendent no later than ninety (90) days prior to the retirement date. The Superintendent shall consider emergencies and unavoidable hardships in reaching its decision. Should the petition be approved by the Superintendent, repayment of all money received under this Article must be made within thirty (30) days of the approval date.

### **ARTICLE 45 SEVERANCE PAY**

45.1 A member with professional teacher status who retires from the Hull Public Schools shall be entitled to a payout of unused sick leave as follows:

Day 1 through 75	75 days	Zero Dollars (\$0) per day
Day 76 through 160	85 days	Seventy-Five Dollars (\$75) per day
Day 161 through 210	50 days	Forty Dollars (\$40) per day

Notification must be provided by the members on or before March 1 of the preceding year. For the term of this agreement, any member who elects to participate in a retirement enhancement opportunity program, shall be eligible for this entitlement regardless of their notification date.

45.2 A member with professional teacher status who is Reduced in Force or involuntarily retired from the Hull Public Schools shall be entitled to a payout of unused sick leave as follows:

Day 1 through 75	75 days	Zero Dollars (\$0) per day
Day 76 through 150	75 days	Seventy-Five Dollars (\$75) per day
Day 151 through 210	60 days	Forty Dollars (\$40) per day

45.3 In the event of a member's death while employed by the District, a member's beneficiary/beneficiaries shall be paid the value of their accumulated sick leave as calculated and allowed in Article 45.1 of this Article within thirty (30) days of their last day of employment.

## **ARTICLE 46 UNION DUES/AGENCY SERVICE FEE**

So long as an agency fee remains unconstitutional, provisions below related to an agency service fee shall be null and void.

46.1 The Committee agrees to require as a condition of employment that all members pay either union dues or an agency service fee. Said deductions shall be paid to the Association, as of the thirtieth (30<sup>th</sup>) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later. Said fee shall be certified annually to the Committee by the Association. Said amount shall be in compliance with M.G.L. Chapter 1150E, Section 12, and all other Agency Fee statutes and regulations.

46.2 The Committee agrees to deduct from the salaries of its employees dues for the Hull Teachers Association, Massachusetts Teachers Association, and the National Education Association, and to transmit the monies promptly to such Association or Associations. No later than September 30 of each year the Committee shall provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any Association names in Article 46.1 above. The Committee shall notify the Association four (4) times yearly of any changes in said list. Any member desiring to have the Committee discontinue deductions they have previously authorized must notify the Committee and the Association concerned in writing by September 1 of each year for the school year's dues.

46.3 Each of the Associations named in Article 46.2 above shall certify to the Association in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Committee thirty (30) days written notice prior to the effective date of such change.

46.4 In consideration of the Committee's agreement to an agency fee provision, the Association hereby agrees to indemnify the Committee, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, back pay interest, or other forms of liability however denominated which may arise out of, or by reason or any action or defend its enforcement of, said provision including discharge for nonpayment, including all legal fees, costs and damage awards incurred by the Committee, its agents, officers and employees.

46.5 No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of M.G.L., Chapter 150E, Section 12 and 456 CMR 17:00.

46.6 The Association and its members agree that it shall not discriminate, harass, interfere with or coerce an employee should they elect to not be a member of the Association.

## **ARTICLE 47 EVALUATIONS/OBSERVATIONS**

47.1 The evaluation of professional employees shall be conducted in accordance with "Hull Public Schools Teacher Evaluation" which shall be attached to the Agreement as Appendix E.

47.2 All evaluation forms shall be attached to the agreement as part of Appendix E.

47.3 The Association and the School Committee shall establish a Joint Labor Management Committee consisting of an equal number of representatives for each party whose charge shall be:

- a. To meet bi-monthly until consensus has been reached on recommendations for ratification by the parties; and
- b. To review the rubrics, processes, and conditions for evaluations of members to ensure alignment of the Teacher Evaluation System (Appendix E) with the current DESE Educator Evaluation System; and
- c. To consider and possibly incorporate DESE recommendations related to culturally responsive practices; and
- d. To consider ways to improve or clarify the CBA's language related to member evaluations.

Once the parties have reached consensus agreement on changes, those changes shall be brought to the parties constituents for ratification and adoption into the CBA.

47.4 From the date a member has properly notified Administration of their intent to resign or retire during or at the conclusion of the current school year, the member shall not be subject to the evaluation process during that final year. The member's end of year evaluation data from the prior school year shall be used for any and all Hull Public School reporting requirements during that final year.

#### **ARTICLE 48 CONTINUITY OF EMPLOYMENT**

48.1 Recognizing that the Laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Hull in the School Committee for the quality of education in and the efficient and economical operation of the Hull Public Schools, it is herein agreed that, except as specifically and directly modified by express language in a specific provision in the contract as mutually agreed upon, all rights, responsibility, and authority of the Hull School Committee as contained in the General Laws of the Commonwealth shall persist.

48.2 It is agreed that there shall be no loss of continuity of employment by the membership of the Hull Public Schools. During the term of this Agreement, the Association shall not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services.

#### **ARTICLE 49 MANAGEMENT RIGHTS**

49.1 Under the Law of Massachusetts, the Committee is responsible for establishing the educational policies of the Public Schools of Hull, and it is recognized that the Committee is a Public Body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and that nothing in this Agreement shall be deemed to derogate from or

impair any power, right, or duty conferred upon the Committee by Statute or any rule or regulation of any agency of the Commonwealth. As to any matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law and may exercise being made the subject of a grievance or arbitration proceeding hereunder.

#### **ARTICLE 50 SAVINGS CLAUSE**

50.1 If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force.

#### **ARTICLE 51 PRINTING OF CONTRACT**

51.1 The School Committee and the Hull Teachers Association shall assume equal financial responsibility for producing copies of this Agreement.

#### **ARTICLE 52 JOINT LABOR-MANAGEMENT COMMITTEE**

52.1 The parties shall form a Joint Labor-Management Committee consisting of three (3) representatives designated by the Association and three (3) representatives designated by the Superintendent. The Joint Labor-Management Committee shall meet at least once per term and more frequently as the members of the Joint Labor-Management Committee may mutually agree.

#### **ARTICLE 53 DIVERSITY EQUITY AND INCLUSION COMMITTEE**

53.1 The parties shall form a Diversity Equity and Inclusion Joint Labor Management Committee designed to generate proposals to redress and respond to racism, micro aggressions, and other forms of identity-based harm. The Committee shall be composed of the following:

- One (1) representative bargaining unit member from each school
- Two (2) representatives from the administrative team
- One (1) representative from the School Committee
- One (1) to four (4) representatives from the student body

#### **ARTICLE 54 STIPEND REVIEW COMMITTEE**

54.1 The Hull School Committee and the Hull Teacher's Association agree to form a JLMC to review and propose changes to the stipend schedule and any stipend positions including possible additions, deletions, modifications, and increases to compensation.

This JLMC shall consist of four (4) members designate by the Association and four (4) Committee members designated by the District.

The parties agree the collective bargaining agreement (CBA) may be reopened for the sole purpose of negotiating and adopting the recommendations of the JLMC. Any changes to the CBA shall be subject to ratification by the constituents of both parties.

## **ARTICLE 55 HEALTH & SAFETY**

The School Committee and the Association are committed to maintaining a healthy and safe workplace.

55.1 Members who identify concerns related to workplace health and safety should submit a work order through the online District maintenance management system. This work order shall establish the date and time of the concern. For urgent matters, the member shall notify the school principal immediately.

55.2 A Health and Safety Committee shall be formed starting within sixty (60) days of ratification of this agreement. This Committee shall equally comprise administrators designated by the Superintendent and members designated by the Association President(s) with representation from both schools. In addition to the core members of the Committee, the School Nurse, Custodians, and the School Resource Officer may be involved, as appropriate.

55.3 The Health & Safety Committee may make recommendations to the School Committee for changes in policy, practice, and resources to improve the health, safety, and well-being for members and the students they serve.

55.4 Meetings of the Health & Safety Committee shall occur as needed, at a mutually agreeable time and location outside the workday, but at least once in the first ninety (90) days of school and once in the last ninety (90) days of school.

55.5 Upon written request, members of the Health & Safety Committee shall receive digital copies of work orders related to health and safety concerns.

## **ARTICLE 56 DURATION OF AGREEMENT**

56.1 This Agreement shall become effective as of September 1, 2024, and shall remain in full force and effect until August 31, 2027, and from year to year thereafter unless either party notifies the other prior to November 2, 2026, of its desire to terminate or modify this Agreement.

56.2 Further, after any such notice, it is agreed that the parties shall meet promptly within the month of November and commence negotiations. If the parties shall have failed to reach agreement by December 1 of the next calendar year, they shall jointly petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with Section 178J of Chapter 149 of the General Laws of Massachusetts.

56.3 In WITNESS WHEREOF, the parties of this contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first above written.

SCHOOL COMMITTEE OF HULL

HULL TEACHERS ASSOCIATION

\_\_\_\_\_

Chair

\_\_\_\_\_

Co-President

\_\_\_\_\_

Vice Chair

\_\_\_\_\_

Co-President

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**APPENDIX A**  
**MEMBER SALARY SCHEDULE**  
**2024-2025**  
**Retroactive to September 1, 2024**  
**3%**

<b>STEP</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS+30</b>
<b>1</b>	\$58,380	\$63,365	\$68,789
<b>2</b>	\$60,875	\$66,079	\$71,742
<b>3</b>	\$63,482	\$68,918	\$74,828
<b>4</b>	\$66,199	\$71,883	\$78,063
<b>5</b>	\$69,051	\$74,973	\$81,413
<b>6</b>	\$72,010	\$78,199	\$84,938
<b>7</b>	\$75,117	\$81,563	\$88,592
<b>8</b>	\$81,743	\$88,694	\$96,243
<b>9</b>	\$86,907	\$94,279	\$102,294
<b>10</b>	\$86,907	\$96,166	\$104,343
<b>11</b>	\$86,907	\$98,091	\$106,431
<b>12</b>	\$86,907	\$100,052	\$108,557

<b>STEP</b>	<b>CAGS/MASTERS+45</b>	<b>DOCTORATE</b>
<b>1</b>	\$71,684	\$77,842
<b>2</b>	\$74,769	\$81,195
<b>3</b>	\$77,979	\$84,691
<b>4</b>	\$81,343	\$88,346
<b>5</b>	\$84,856	\$92,167
<b>6</b>	\$88,517	\$96,154
<b>7</b>	\$92,342	\$100,313
<b>8</b>	\$100,264	\$108,841
<b>9</b>	\$106,595	\$115,702
<b>10</b>	\$108,726	\$118,013
<b>11</b>	\$110,900	\$119,997
<b>12</b>	\$113,118	\$122,784

Members who as of April 7, 2008, were on the maximum step of the BA and B+15 columns shall, effective on September 1, 2010, receive an additional two (2%) percent increase. Members who as of April 7, 2008, were not on the maximum step of the BA and BA+15 columns and are still in the BA or BA+15 columns shall, effective on September 1, 2019, receive an additional two (2%) percent increase.

In any case of uncompensated absence, a salary deduction to 1/183 of the annual employee's contract shall be made.

Upon initial employment, members shall be placed in the applicable column of the salary schedule at the step agreed between the member and the Superintendent.

Any course or in-service credits earned shall be accepted for credit towards the next applicable column of the salary schedule.

**MEMBER SALARY SCHEDULE**  
**2025-2026**  
**Effective September 1, 2025**  
**3%**

<b>STEP</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS+30</b>
<b>1</b>	\$60,131	\$65,266	\$70,853
<b>2</b>	\$62,701	\$68,061	\$73,894
<b>3</b>	\$65,386	\$70,986	\$77,073
<b>4</b>	\$68,185	\$74,039	\$80,405
<b>5</b>	\$71,123	\$77,222	\$83,855
<b>6</b>	\$74,170	\$80,545	\$87,486
<b>7</b>	\$77,371	\$84,010	\$91,250
<b>8</b>	\$84,195	\$91,355	\$99,130
<b>9</b>	\$89,514	\$97,107	\$105,363
<b>10</b>	\$89,514	\$99,051	\$107,473
<b>11</b>	\$89,514	\$101,034	\$109,624
<b>12</b>	\$90,014	\$103,554	\$112,314

<b>STEP</b>	<b>CAGS/MASTERS+45</b>	<b>DOCTORATE</b>
<b>1</b>	\$73,835	\$80,177
<b>2</b>	\$77,012	\$83,631
<b>3</b>	\$80,318	\$87,232
<b>4</b>	\$83,783	\$90,996
<b>5</b>	\$87,402	\$94,932
<b>6</b>	\$91,173	\$99,039
<b>7</b>	\$95,112	\$103,322
<b>8</b>	\$103,272	\$112,106
<b>9</b>	\$109,793	\$119,173
<b>10</b>	\$111,988	\$121,553
<b>11</b>	\$114,227	\$123,597
<b>12</b>	\$117,012	\$126,968

In 2025-2026, a five-hundred dollar (\$500) increment was additionally added to the top step, as represented in the chart above.

Members who as of April 7, 2008, were on the maximum step of the BA and B+15 columns shall, effective on September 1, 2010, receive an additional two (2%) percent increase. Members who as of April 7, 2008, were not on the maximum step of the BA and BA+15 columns and are still in the BA or BA+15 columns shall, effective on September 1, 2019, receive an additional two (2%) percent increase.

In any case of uncompensated absence, a salary deduction to 1/183 of the annual employee's contract shall be made.

Upon initial employment, members shall be placed in the applicable column of the salary schedule at the step agreed between the member and the Superintendent.

Any course or in-service credits earned shall be accepted for credit towards the next applicable column of the salary schedule.

**MEMBER SALARY SCHEDULE**  
**2026-2027**  
**Effective September 1, 2026**  
**3%**

<b>STEP</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS+30</b>
<b>1</b>	\$61,935	\$67,224	\$72,979
<b>2</b>	\$64,582	\$70,103	\$76,111
<b>3</b>	\$67,348	\$73,116	\$79,385
<b>4</b>	\$70,231	\$76,260	\$82,817
<b>5</b>	\$73,257	\$79,539	\$86,371
<b>6</b>	\$76,395	\$82,961	\$90,111
<b>7</b>	\$79,692	\$86,530	\$93,988
<b>8</b>	\$86,721	\$94,096	\$102,104
<b>9</b>	\$92,199	\$100,020	\$108,524
<b>10</b>	\$92,199	\$102,023	\$110,697
<b>11</b>	\$92,199	\$104,065	\$112,913
<b>12</b>	\$93,714	\$107,661	\$116,683

<b>STEP</b>	<b>CAGS/MASTERS+45</b>	<b>DOCTORATE</b>
<b>1</b>	\$76,050	\$82,582
<b>2</b>	\$79,322	\$86,140
<b>3</b>	\$82,728	\$89,849
<b>4</b>	\$86,296	\$93,726
<b>5</b>	\$90,024	\$97,780
<b>6</b>	\$93,908	\$102,010
<b>7</b>	\$97,965	\$106,422
<b>8</b>	\$106,370	\$115,469
<b>9</b>	\$113,087	\$122,748
<b>10</b>	\$115,348	\$125,200
<b>11</b>	\$117,654	\$127,305
<b>12</b>	\$121,522	\$131,777

In 2026-2027, a one thousand dollar (\$1,000) increment was additionally added to the top step, as represented in the chart above.

Members who as of April 7, 2008, were on the maximum step of the BA and B+15 columns shall, effective on September 1, 2010, receive an additional two (2%) percent increase. Members who as of April 7, 2008, were not on the maximum step of the BA and BA+15 columns and are still in the BA or BA+15 columns shall, effective on September 1, 2019, receive an additional two (2%) percent increase.

In any case of uncompensated absence, a salary deduction to 1/183 of the annual employee's contract shall be made.

Upon initial employment, members shall be placed in the applicable column of the salary schedule at the step agreed between the member and the Superintendent.

Any course or in-service credits earned shall be accepted for credit towards the next applicable column of the salary schedule.

**APPENDIX B****COACHING STIPENDS**

<b>SPORT</b>	<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>BOYS' SPORTS:</b>				
Football	Varsity Head	\$8,404	\$9,288	\$10,173
	Assistant I	\$4,549	\$5,056	\$6,066
	Assistant II	\$4,549	\$5,056	\$6,066
Ice Hockey	Varsity Head	\$5,750	\$6,635	\$7,519
	Assistant I	\$2,527	\$3,034	\$4,044
Basketball	Varsity Head	\$5,750	\$6,635	\$7,519
	Assistant I	\$3,539	\$4,044	\$5,056
	Assistant II**	\$3,539	\$4,044	\$5,056
Baseball	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Tennis	Varsity Head	\$1,769	\$2,211	\$3,096
Spring Track	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Winter Track*	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Wrestling	Varsity Head	\$4,866	\$5,750	\$6,635
Soccer	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Cross Country	Varsity Head	\$1,769	\$2,211	\$3,096
Lacrosse	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044

The above rates shall not necessarily apply to a co-op team.

Assistant I takes responsibility for a JV team based on participation.

Assistant II (if necessary) takes responsibility for Freshman Team.

All Coaching positions are subject to availability of funding and student demand.

\*Winter Track is a combined girls and boys team. Depending on student demand, may be Co-Varsity Head coaches or Varsity Head and Assistant i.

\*\*Only if Freshman team.

<b><u>SPORT</u></b>	<b><u>POSITION</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
<b>GIRLS' SPORTS:</b>				
Field Hockey	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Basketball	Varsity Head	\$5,750	\$6,635	\$7,519
	Assistant I	\$3,539	\$4,044	\$5,056
	Assistant II**	\$3,539	\$4,044	\$5,056
Softball	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Tennis	Varsity Head	\$1,769	\$2,211	\$3,096
Spring Track	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Winter Track*	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Soccer	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Cross Country	Varsity Head	\$1,769	\$2,211	\$3,096
Lacrosse	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044
Cheerleading	Varsity Head	\$4,866	\$5,750	\$6,635
	Assistant I	\$2,527	\$3,034	\$4,044

The above rates shall not necessarily apply to a co-op team.

Assistant I takes responsibility for a JV team based on participation.

Assistant II (if necessary) takes responsibility for Freshman Team.

All Coaching positions are subject to availability of funding and student demand.

\*Winter Track is a combined girls and boys team. Depending on student demand, may be Co-Varsity Head coaches or Varsity Head and Assistant i.

\*\*Only if Freshman team.

The coach shall have the option, upon notification to the Superintendent's Office, to receive their coaching stipend in a lump sum at the completion of the coaching season.

No later than sixty (60) days following the end of the season, the Athletic Director, or other designee of the Superintendent, shall notify the coach in writing if renewal of the coach's contract shall not be recommended. If renewal of the coaches' contract is recommended, the Athletic Director, or other designee of the Superintendent shall notify the coach in writing that they shall have their contract renewed for the following season within the sixty (60) day notification period following the completion of said season.

The Committee may add any other coaching positions that are needed due to student demand.

## APPENDIX C

### STIPENDS (SPECIFIED POSITIONS/ACTIVITIES)

#### A. LEAD TEACHERS, CURRICULUM COORDINATORS, CURRICULUM DIRECTORS

<b>Category / Responsibility</b>	<b>Amount per member</b>
One (1) school – one (1) additional grade or discipline	\$1,580
One (1) school – one (1) discipline	\$4,739
One (1) school – multiple disciplines	\$7,898
District wide – one (1) discipline	\$4,739
District wide – multiple disciplines	\$7,898

#### B. GUIDANCE COUNSELORS

- a. Frequently, the Counselor's workday exceeds the contractual dimensions of the teacher workday. In recognition of this requirement, Guidance Counselors are compensated in accordance with the following schedule:

All Schools	\$2,104
-------------	---------

Counselors should be available to students, parents and staff for consultation for a period of thirty (30) minutes beyond the teacher workday, as needed.

- b. Compensation for an Extended Work Year:

In the event a Counselor is required by the respective building Principal, in terms of the school's needs and previously approved by the Superintendent to work during the period between the close of the regular school year and prior to the Orientation Day preceding the opening of the next school year, the Counselor shall be compensated at the rate of Thirty-Seven Dollars (\$37) per hour.

The High School staff is required to work for a period of ten (10) days to be scheduled as follows: five (5) consecutive days based on a six (6) hour day at the close of the school year, and five (5) consecutive days next preceding the Orientation Day prior to the new school year.

#### C. TECHNOLOGY SPECIALIST

All schools	\$3,370
-------------	---------

#### D. NATIONAL BOARD CERTIFICATION:

Members who, as of April 7, 2008, were receiving a Five Thousand (\$5,000) Dollar stipend for National Board certification, shall continue to receive the stipend, provided however, that the stipend shall be pro-rated for less than full-time service.

#### E. COMPENSATION FOR MENTORS

Teacher mentors receive a stipend of One Thousand (\$1,000) Dollars to compensate them for working with their mentee(s) to provide support. Stipends are usually paid in one (1) installment at the end of the school year. Additionally, mentors earn fifteen (15) PDPs for their participation as mentors.

## F. ACTIVITIES

<u>School</u>	<u>FY22-24</u>
<b><u>L.M. Jacobs</u></b>	per member
Clubs and Activities	\$875
Affinity Group for Students of Color	\$875
Jasper Coodinator (per session)	\$875
Yearbook - Grade 5	\$500
<b><u>Memorial School</u></b>	per member
Intramurals	\$1,578
Fall Track & Field Coach 6-7	\$3,034
Assistant I Coach*	\$2,527
Spring Track & Field Coach 6-7	\$3,034
Assistant I Coach*	\$2,527
Band	\$2,104
Clubs and activities	\$1,050
Yearbook (2 positions)	\$1,050
Student Council	\$1,050
Advisory Coordinator	\$1,050
National Junior Honor Society	\$1,050
Jazz Band	\$1,050
Newspaper	\$1,050
Robotics	\$1,050
Science Fair	\$1,050
Math Team	\$1,050
Green Team	\$1,050
Diversity Club	\$1,050
Open Gym (2 positions)	\$1,050
Affinity Group for Students of Color	\$1,050
Homework Zone (3 positions)	\$35/hour
<b><u>Hull High School</u></b>	per member
Drama (per show)	\$4,590
Yearbook	\$3,615
Student Government	\$2,000
Freshman Class Advisor*	\$1,315
Sophomore Class Advisor*	\$1,515
Junior Class Advisor*	\$1,800
Senior Class Advisor*	\$2,000
National Honor Society	\$1,840
Instrumental Music	\$5,260
Clubs and activities	\$1,315
PHI	\$1,315
PRISM – Pride, Raising awareness, Involvement, Support and Mentoring	\$1,315
Physics and Stuff Club	\$1,315

Art Club	\$1,315
Mock Trial	\$1,700
SADD	\$1,315
Green Team	\$1,315
Affinity Group for Students of Color	\$1,315
Key Club	\$1,315
Vocal/Karaoke Club	\$1,315
Spanish Club	\$1,315
Newspaper Club	\$1,315
Internship Coordinator	\$1,315
Girls Who Code	\$1,315
Advisory Coordinator (2 positions)	\$2,568
Football Announcer	\$75/game

\*Class advisors are expected to move with class up until graduation.

The positions listed above are all subject to student interest. The clubs and activities listed above are not exclusive. New clubs may be formed in accordance with the policies at each school and subject to budget constraints.

An advisor shall have the option, upon notification to the Superintendent’s Office, to receive their stipend in a lump sum at the completion of the activities’ season, the end of the school year, or in two (2) payments at the mid year and end of the school year.

G. Additional Stipend Opportunities

Opportunities for clubs and activities conducted under the auspices of an outside agent (e.g. grants, Community Schools) shall be compensated at a stipend/hourly rate agreed to by the applicant(s) and the Agency sponsoring the program.

H. Stipend positions that are not being recommended for renewal by the Athletic Director, or other designee of the Superintendent shall be posted by May 1. Appointments shall be announced by June 1. Unfilled positions shall be reopened by September 15 of each year.

I. It is acknowledged and agreed that certain members may from time to time provide services in JASPER, Tutoring, Pajama Story Hour, or any other hourly positions, stipended positions, or grant funded positions that may be established during the course of this contract. Such services when performed by members shall be compensated as follows:

JASPER Instructor	Twenty-Five Dollars (\$25)/hour
Pajama Story Hour	Twenty-Five Dollars (\$25)/hour
Other School District Assignments	Twenty-Five Dollars (\$25)/hour

Further, performance of such services by members shall be considered services performed under this Agreement, provided, however, that no other provisions of this Agreement, including but not limited to any provision regarding appointment, reappointment, removal or discharge, shall be applicable to employment in the above programs.

Nothing herein shall require the employment of any member in the above programs.

Parties agree that they shall form a committee to review potential increases to stipend positions listed in Continuing Curriculum Development (Article 10, 11, & 12) in the areas of Summer School, Extended School Year, and Tutoring Appendix C. The Parties agree that the Committee shall consist of four (4) members chosen by the Association and four (4) members chosen by the District. The Parties agree that the Committee shall be formed by October 1, 2021. The Parties agree the contract may be reopened for the sole purpose of adjusting the above-referenced stipends. Any agreement reached by the Committee shall be subject to ratification by both the Association and the School Committee.

**APPENDIX D  
LOTTERY DAYS CHART  
Available Dates Lottery Days**

**DAYS PRECEDING - Three (3) members each building**

		Jacobs Elementary	Jacobs Middle	High
<u>Winter Break</u>	1			
	2			
	3			
<u>February vacation</u>	1			
	2			
	3			
<u>April Vacation</u>	1			
	2			
	3			

**DAYS FOLLOWING - One (1) member per building**

	Jacobs Elementary	Jacobs Middle	High
<u>Winter Break</u>			
<u>February vacation</u>			
<u>April Vacation</u>			

**DAYS PRECEDING AND FOLLOWING - One (1) member per building**

		Jacobs Elementary	Jacobs Middle	High
<u>Indigenous People's Day</u>	Day Before			
	Day After			
<u>Veteran's Day</u>	Day Before			
	Day After			
<u>Thanksgiving and day after</u>	Day Before			
	Day After			
<u>Martin Luther King Day</u>	Day Before			
	Day After			
<u>Good Friday</u>	Day Before			
	Day After			
<u>Memorial Day</u>	Day Before			
	Day After			
		24	24	24

## APPENDIX E

### TEACHER EVALUATION SYSTEM

#### Hull Educator Evaluation System

---

##### Sections:

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Self-Assessment
- (7) Evaluation Cycle: Goal Setting and Educator Plan Development
- (8) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (10) Observations
- (11) Evaluation Cycle: Formative Assessment
- (12) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (13) Evaluation Cycle: Summative Evaluation
- (14) Educator Plans : General
- (15) Educator Plans: Developing Educator Plan
- (16) Educator Plans: Self-Directed Growth Plan
- (17) Educator Plans: Directed Growth Plan
- (18) Educator Plans: Improvement Plan
- (19) Timelines
- (20) Career Advancement
- (21) Rating Impact on Student Learning Growth
- (22) Using Student feedback in Educator Evaluation
- (23) Using Staff feedback in Educator Evaluation
- (24) Transition from Existing Evaluation System
- (25) General Provisions

## 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations shall prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of Unit A members and administrators that shall enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

## 2) Definitions

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach PreK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration but not less than ten (10) minutes; and additional evidence relevant to one (1) or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload members, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and

achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. An educator with PTS shall be considered in a new assignment when teaching for more than twenty percent (20%) of their assignment under a different license that they have not previously taught under within the last five (5) years.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one (1) or two (2) school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one (1) school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of no fewer than ninety (90) school days and not more than one (1) school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year. **Any educator with PTS who has been employed as an educator for at least ten (10) years in the Hull Public Schools shall not be placed on an improvement plan of less than one (1) school year.**
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator shall have one (1) primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or their designee.
  - iii) **Teaching Staff Assigned to More Than One (1) Building:** Each Member who is assigned to more than one (1) building shall be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent shall determine who the primary evaluator shall be.

- iv) **Notification:** The Member shall be notified in writing of their primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five (5)-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year one (1) for an Educator on a two (2)-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching for more than twenty percent (20%) of their assignment under a different license that they have not previously taught under within the last five (5) years.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than ten (10) minutes; by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators shall also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this Agreement are the School Committee.
- V) **Performance Rating:** Describes the Educator's performance on each performance

standard and overall. There shall be four (4) performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

W) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

X) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties shall negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement.

Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

AA) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those

- required in 603 CMR 35.03
- ii) **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) **Elements:** Defines the individual components under each indicator
  - iv) **Descriptors:** Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. MCAS growth scores shall not be the primary basis for a summative evaluation.
- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Trends in student learning:** At least three (3) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low. If three (3) years of data are unavailable, at least two (2) years of data shall be used.
- FF) **Dates and Timelines:** Upon request by either the Evaluator or Educator, the dates and timelines referred to in Section 6 Evaluation Cycle Self-Assessment; Section 7 Evaluation Cycle Goal-Setting and the Development of the Educator Plan; Section 10 Observations; Section 11 Evaluation Cycle Formative Assessment; Section 12 Evaluation Cycle Formative Evaluation; Section 13 Evaluation Cycle Summative Evaluation; and Section 19 Timelines may be extended due to extenuating circumstances for a reasonable period of time.

### 3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two (2) district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three (3) years of

data is required; or two (2) years if three are unavailable.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration but not less than ten (10) minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one (1) or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback –The parties agree to bargain over this matter after guidance is issued.
  - iv) Any other relevant evidence that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### **4) Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

The rubrics are attached hereto.

#### **5) Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and

quality of training based on guidance provided by ESE.

- B) By November 1 of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1 date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three (3) months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.
- C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - v) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - vi) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - vii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

## 6) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1 or within four (4) weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four (4) Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one (1) goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one (1) goal directed related to improving student learning.
- B) Proposing the goals
  - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders shall provide educators with available assessment data, the school and/or district goals relevant to the member's goals.
  - ii) For Educators in their first year of practice, the Evaluator or their designee shall meet with each Educator by October 1 (or within four (4) weeks of the Educator's

first day of employment if the Educator begins employment after September 15) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii) Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

## **7) Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one (1) goal related to the improvement of practice; one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain after guidance has been issued by ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15 or within six (6) weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1. The Educator shall sign and date the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator

retains final authority over the content of the Educator's Plan.

**8) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four (4) unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least three (3) unannounced observations during the school year.

**9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case shall there be fewer than one (1) announced and four (4) unannounced observations.

**10) Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

- A) Unannounced Observations
  - i) Unannounced observations may be in the form of partial or full-period classroom visitations but not less than ten (10) minutes.
  - ii) The Educator shall be provided with at least brief written feedback from the Evaluator within one to five (1-5) school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
  - iii) Any observation or series of observations resulting in one (1) or more standards

judged to be unsatisfactory or needs improvement for the first time must be followed by at least one (1) observation of at least thirty (30) minutes in duration within thirty (30) school days.

**B) Announced Observations**

i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that shall assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator shall provide the Evaluator with a copy prior to the observation.

(2nd) The Educator shall be notified as soon as possible if the Evaluator shall not be able to attend the scheduled observation. The observation shall be rescheduled with the Educator as soon as reasonably practical.

(c) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve their performance.

(3rd) Identify support and/or resources the Educator may use in their improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

**11) Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted

constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two(2)-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one(1). See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two (2) weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator’s performances against the four (4) Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator shall meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator’s school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- H) The Educator shall sign and date the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

## **12) Evaluation Cycle: Formative Evaluation for Two (2) Year Self-Directed Plans Only**

- A) Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two (2) year cycle. The Educator’s performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two (2) weeks before the due date for the Formative Evaluation report, which

due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement (Performance Standard 3), fulfillment of professional responsibility and growth (Performance Standard 4), and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performance against Performance Standards 1 and 2. The Educator shall provide to the Evaluator additional evidence of the Educator's performance against Performance Standards 1 and 2 upon request of the Evaluator. The way this evidence is presented shall be mutually agreed upon by the Educator and Evaluator. Types of presentations include but are not limited to binder, portfolio, electronic, and Powerpoint.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator shall meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
- G) The Educator shall sign and date the Formative Evaluation report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

### **13) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator by May 15.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient

on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

- G) No less than four (4) weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement (Performance Standard 3), fulfillment of professional responsibility and growth (Performance Standard 4), and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performance against Performance Standards 1 and 2. The Educator shall provide to the Evaluator additional evidence of the Educator's performance against Performance Standards 1 and 2 upon request of the Evaluator. The way this evidence is presented shall be mutually agreed upon by the Educator and Evaluator. Types of presentations include but are not limited to binder, portfolio, electronic, and Powerpoint.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign and date the final Summative Evaluation report by June 15. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

#### **14) Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
  - ii) At least one (1) goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

- iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator shall participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**15) Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

**16) Educator Plans: Self-Directed Growth Plan**

- A) A Two (2)-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one (1) and a summative evaluation report at the end of year two (2).
- B) A One (1)-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**17) Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator shall place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator shall rate the Educator as unsatisfactory and shall place the Educator on an Improvement Plan for the next Evaluation Cycle.

**18) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be

necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than ninety (90) school days or no less than one (1) school year for a member with ten (10) or more years of teaching experience in the Hull Public Schools. In the case of an Educator receiving a rating of unsatisfactory near the close of one (1) school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten (10) school days of notification to the Educator and the President(s) of the Association, or their designee that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator shall develop the Improvement Plan, which shall include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s). Upon the educator's request, a representative of the Association shall attend the meeting to discuss the Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district shall make available to the Educator;
  - iv) Articulate the measurable outcomes that shall be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan along with a copy of Section 18 of this document shall be

provided to the Educator. The Educator's dated signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.

- l) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:
- (a) If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator shall be placed on a Self-Directed Growth Plan.
  - (b) In those cases where the Educator was placed on an Improvement Plan as a result of their summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
  - (c) In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
  - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**19. Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15

Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)  * or four (4) weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one(1)-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)  *or four (4) weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within five (5) school days of receipt	June 15

## A) Educators with PTS on Two Year Plans

<b>Activity:</b>	<b>Completed By:</b>
------------------	----------------------

Evaluator completes unannounced observation(s)	Any time during the two (2)-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2

B) Educators on Plans of Less than One Year

- i) The timeline for educators on Plans of less than one (1) year shall be established in the Educator Plan.

**20. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a member leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two (2) years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, may be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**21. Rating Impact on Student Learning Growth**

ESE shall provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**22. Using Student feedback in Educator Evaluation**

To the extent that the Massachusetts Board of Elementary and Secondary Education does not mandate a school district to use DDMs as part of an educator evaluation system or as a member performance standard, the parties agree that the use of student performance data shall not be

used in the educator evaluation system. This agreement shall not in any way preclude the District from obtaining student performance data.

### **23. Using Staff feedback in Educator Evaluation**

ESE shall provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

### **24. Transition from Existing Evaluation System**

A) The parties agree that 100% of Educators in the district shall be evaluated under the new procedures. All members without PTS shall be placed on a Developing Educator. In the first year of the Agreement, all members with PTS shall be placed on either a one (1) year self-directed plan or a two (2) year self-directed plan. The principal in each school shall determine the total number of members in the school to be placed on a one (1) year plan. Among members with PTS, the principal shall solicit volunteers for those who wish to be placed on a one (1) year self-directed plan. If not enough members with PTS volunteer to be placed on a one (1) year self-directed plan, members with PTS shall be selected by lottery. Any member with PTS who does not volunteer or is not selected to be placed on a one (1) year self-directed plan shall be placed on a two (2) year self-directed plan.

### **25. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that they must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.

**APPENDIX F**

**FAMILY LEAVE RESERVE ACCOUNT (FLRA) APPROVAL SHEET**

**Hull Teachers Association Members Only**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_

The FLRA may be used to care for a “family member” with a “serious health condition,” as defined by the Family and Medical Leave Act (FMLA). The FMLA defines “serious health condition” as an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a healthcare provider. Caring for a family member with a serious health condition includes assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort. If you have questions regarding these definitions, please refer to the U.S. Department of Labor guidelines on the FMLA, or contact your principal or the District’s Administrative Office.

Qualifying family relationship (check one that applies):

- Spouse** (a husband or wife as defined or recognized by the state)
- Child** (biological, adopted, foster child, stepchild, legal ward, or child of a person standing loco parentis)
- Parent** (biological, adoptive, step or foster parent, or any other individual who stands in loco parentis to the employee)

Qualifying serious health condition (only one required, check all that apply):

Inpatient care:

- Overnight stay in hospital or medical facility
- Any period of incapacity or treatment related to overnight stay

Continuing treatment:

- Incapacity plus treatment
- Pregnancy
- Chronic conditions
- Permanent or long-term conditions
- Conditions requiring multiple treatments

I do hereby attest that this information is true, accurate and complete to the best of my knowledge.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal’s Approval: _____	Principal’s Denial: _____	Date: _____
Superintendent’s Approval: _____	Superintendent’s Denial: _____	Date: _____
Reason for Denial: _____		

**APPENDIX G**

**APPLICATION: APPROVAL OF PROFESSIONAL COURSE FOR CREDIT**

(A separate form must be completed for each course)

Teacher: \_\_\_\_\_ School: \_\_\_\_\_  
 (Please Print)

Home Mailing Address: \_\_\_\_\_

<b>PROPOSED SEMESTER COURSE</b> (Attach a copy of hte course description to this application)	<b>NO. OF CREDITS</b>	<b>*REQUEST REIMBURSEMENT</b>		<b>REQUEST CREDIT</b>	
		<i>YES</i>	<i>NO</i>	<i>YES</i>	<i>NO</i>

  

<b>PLEASE SPECIFY COURSE LEVEL</b>	<i>GRADUATE</i>
	<i>UNDERGRADUATE</i>

College Offering Course: \_\_\_\_\_

Location of Course: \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Instructions:

- This application must be submitted three (3) weeks prior to the start of the course.
- No college or university shall be approved unless such institution is accredited by the National Council of Teacher Education and/or the New England Association of Schools and Colleges.
- As soon as you receive your grade, please forward the original to the Superintendent’s Office where a copy will be made, grade recorded and original returned to you. Also, PLEASE INCLUDE A PROOF OF PAYMENT (e.g. check copy). Proof of course completion for certification reimbursement must be submitted within one (1) month after completion date as indicated on this form.

\*Refer to Collective Bargaining Agreement

Teacher’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal’s Recommendation: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Superintendent of Schools)