

AGREEMENT

HULL SCHOOL COMMITTEE

AND

HULL TEACHERS ASSOCIATION

September 1, 2021 – August 31, 2024

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ARTICLE I 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, 2021 BY THE SCHOOL COMMITTEE OF THE TOWN OF HULL (hereinafter sometimes referred to as the Committee) and the HULL TEACHERS ASSOCIATION, INC. (hereinafter sometimes referred to as the Association).

ARTICLE II 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 contract, 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 teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- e. In recognition of the professional standing of teachers and the fact that teachers' 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 School System, and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that not more frequently than twice every three (3) months for a duration of not more than two (2) hours, it will, 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 will submit a written agenda of subjects about which it desires to consult at the meeting to the Superintendent of Schools and that the consultation will 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 III 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, Occupational Therapists, Physical Therapists 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 or Administrative Assistants and Nurses.

3.2 Within thirty (30) days of the execution of this contract, 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 contract, 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 will be hereinafter referred to as “teachers,” “educators,” or “employees.”

ARTICLE IV COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

4.1 Subject to the provisions of this Contract, the wages, hours, and other conditions of employment applicable on the effective date of this contract to the employees covered by this Contract shall continue to be so applicable.

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

4.3 Teachers will be paid in bi-weekly installments equal to 1/26 of their annual pay or 1/22 of their annual pay, with a lump sum payment at the close of school in June. Alternatively, teachers will receive bi-weekly payments in the summer in lieu of the lump sum provided:

1. 80% of teachers notify the Superintendent's office of this election by May 1, 2020; and
2. 100% of teachers receive their pay and pay statements electronically.

Any election to receive bi-weekly summer deposits shall continue for at least three (3) years.

ARTICLE V GRIEVANCE PROCEDURE

5.1 A grievance means a complaint by a teacher that there has been a violation, misinterpretation, or misapplication of specific provisions of the agreement. In any situation not specifically mentioned by this contract, 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 Contract shall prevent any such employee from individually presenting any grievance of the employee.

5.2 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.

5.3 **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 employee and a representative of the H.T.A., except in the case of a grievance filed under 5.8 which shall be signed by an authorized representative of the H.T.A.

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 will 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.

5.4 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 teachers are scheduled to report to school, and do not include Saturdays, Sundays, holidays or on any other day on which school is closed.

5.5 In the event a grievance is filed on or after June 1st, 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.

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

5.7 If a grievance has been presented by an employee 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 employee. 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 an employee presents a grievance with regard to matters appearing in his personnel file, and such grievance is resolved in favor of the employee, a record of such favorable determination shall be entered in the personnel file of the employee.

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

ARTICLE VI COMPLAINTS AND DISCIPLINE

Office Conferences:

- 6.1 Just Cause: No employee with professional teacher status will be disciplined, discharged or deprived of professional advantage without just cause.
- 6.2 Criticism of a teacher shall be done in private. Teachers shall be promptly notified of any complaint made about them by a colleague, a student, a parent, an administrator, or a teacher. Teachers will be given an opportunity to respond in writing to any such criticism or complaint.
- 6.3 Teachers may review their personnel files periodically seeking to correct any misunderstandings and adding additional material. No material will be placed into a teacher's personnel file without it being given to the teacher for their inspection and response. All teachers will be afforded an opportunity to attach their response to any material that is to be put into their personnel file.
- 6.4 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.
- 6.5 Administrators will use ethical procedures when filling out evaluations.
- 6.6 The School Committee and Hull Teachers Association believe that the primary purpose of teacher 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 teacher performance and promotes personal growth. Copies of evaluation forms are to be made and one given to the teacher.
- 6.7 Evaluation should be as objective as possible.
- 6.8 Any evaluation that has an effect on the teacher's reappointment or advance on the salary schedule should be discussed with teachers so there will be ample time to correct any deficiency.
- 6.9 If there is any question about a teacher's qualifications for recommendation for re-election, this doubt and reasons for it should be made known to him.
- 6.10 If there is any serious doubt about the permanent appointment of a teacher without professional teacher status, notification is most fairly made at the close of the second year.
- 6.11 Employees 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.
- 6.12 The School Committee and the H.T.A. will 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 will be established.

6.13 If an administrator receives a complaint involving a member of the H.T.A. or between a member and someone from another bargaining unit, they will meet with the parties and try to resolve the problem. If no resolution is reached, an appointment will be scheduled with a designated mediator. This program is not a replacement for the grievance procedure.

ARTICLE VII PROGRAM DEVELOPMENT

7.1 We recommend that teachers be consulted on new programs or changes made in existing programs.

7.2 By virtue of policy directive of the School Committee and state legislation, significant systemwide changes have occurred and are expected to continue to occur in the Hull 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 will be the agents of implementation. So as to promote successful program development and change, the parties agree to be guided by the following principles:

- (1) 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;
- (2) The judgment of all educational professionals, including both administrators and teachers, shall be respected. Input into the process will be welcomed from all participants. The administration will 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 will have a sense of ownership of the system and the changes;
- (3) 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;
- (4) Communication within grade levels, across grade levels, and between schools is important to curriculum articulation and to systemwide understanding of changes. The parties shall develop vehicles for periodic communication among change participants at all levels;
- (5) Staff development and in-service training is vital to successful implementation of changes. Appropriate training will 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;
- (6) Teachers, administrators, other staff, parents, community members and students will be included in the process of selection and promotion of staff as appropriate;

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

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

- 8.1 Opportunity for supplementary pay during the summer, and other vacation periods may be afforded professional employees in the following areas:
- (1) Curriculum Development
 - (2) Curriculum Revision
 - (3) Problems of Practice
 - (4) In-Service Teaching
 - (5) Curriculum Review and Selection
 - (6) Summer School
 - (7) Extended School Year
 - (8) Tutoring
- 8.2 Application for the above shall be made to the Office of the Superintendent of Schools. To be eligible, an applicant must:
- (1) Be recommended by the respective Principal.
 - (2) Be certified in the area to be studied.
- 8.3 Compensation for areas listed under 8.1 shall be \$25 per hour.

**ARTICLE IX
LENGTH OF SCHOOL DAY**

9.1 Effective September 1, 2016 the teacher workday and the instructional day shall be the following:

	Teacher Starts		Instruction Starts		Instruction Ends		Teacher Ends
High School	7:15 A.M.		7:25 A.M.		2:20 P.M.		2:35 P.M.
Memorial School	7:55 A.M.		8:05 A.M.		2:45 P.M.		3:00 P.M.
		Students Enter					
Jacobs School	8:20 A.M.	8:25 A.M.	8:35 A.M.		3:15 P.M.		3:25 P.M.

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

9.2 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 will not be unreasonably denied by the Association.

9.3 After-school sessions shall not be required on Friday, the day before a holiday, the day on which the teacher has an afternoon course, a day on which a teacher is required to attend an evening

meeting as provided in Section 13.2, with the exception of Parent-Teacher Conferences, or on the day of a Teachers Association meeting.

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

9.5 Two (2) early release days will 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.

9.6 Three (3) full day Professional Development Days (PDDs) will 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 teachers will have one hour for lunch. On the first professional development day, staff will be released from the general session by 10:30 a.m. to return to their schools.

9.7 Eight times each year the Jacobs Elementary School will have an Early Release Day (12:25 pm - 3:25 pm) scheduled for the purpose of teachers working together in Professional Learning Communities. Teachers will 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, and other topics related to their practice. Teachers will update the principal on their accomplishments (or work).

9.8 Teachers attending workshops approved by the Administration shall receive one (1) credit per fifteen (15) hours and two credits shall be given to the Chairman of the Workshop.

ARTICLE X LENGTH OF SCHOOL YEAR

10.1 The school year shall consist of one hundred eighty (180) teaching days, plus three (3) professional development days as referenced in Section 9.6 and shall commence no earlier than the week prior to Labor Day. New teachers to the system shall also attend a three (3) day induction orientation program at which time the curriculum Facilitator and the President(s) of the Association, or their designee, will be expected to attend. New teachers will receive \$500.00 for attending the 3-day teacher induction orientation program. Payment shall be made in the first pay period following orientation.

10.2 School shall close on the following days:

1. Indigenous Peoples' Day
2. Veterans Day
3. Thanksgiving Day and the following day
4. Winter/New Year's vacation period
5. Martin Luther King, Jr., Day
6. The week in which Presidents' Day falls
7. Good Friday
8. The week in which Patriot's Day falls
9. Memorial Day
10. Labor Day

10.3 The length of the school year for kindergarten shall include the parent conferences which are a part of the present policy and shall include 180 days.

10.4 Each year prior to November 1, each teacher will submit to their principal two days' worth of educational activities that can be accessed by students (electronically and non-electronically) in the event that the Superintendent implements the Alternative Structured Learning Days program. These activities must be approved by the building principal and follow the guidelines listed in the Alternative Structured Learning Days program documents.

In the event that the Superintendent implements the Alternative Structured Learning Days policy, each teacher will be responsible to follow the guidelines listed in the Alternative Structured Learning Days program documents.

The above language will only be applicable in the event that DESE, or the Commissioner of Education, authorizes school districts to utilize Alternative Structured Learning Days.

ARTICLE XI TEACHER ASSIGNMENTS

11.1 For the purposes of this Article XI, the term "transfer" shall mean any voluntary or involuntary change of the school or teaching discipline to which the teacher is assigned.

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

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

11.4 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 an employee leaves that position at the conclusion of a school year, or when an employee 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 teachers 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 teaching positions as well as extracurricular assignments that are listed in this contract.

11.5 When a vacancy occurs during the school year, it shall be considered to be a "temporary vacancy" and will be filled on a temporary basis for the remainder of the school year. Temporary vacancies are not required to be posted in accordance with paragraph 11.6 herein. If the temporary vacancy exists for the subsequent school year, it will be considered to be a permanent vacancy and will be posted and filled in accordance with paragraph 11.6.

11.6 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 will be notified of this in writing.

11.7 Teachers 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 teacher desires to be assigned or the school to which the teacher desires to be transferred. As soon as practical, and normally not later than the close of the school year, the Superintendent shall notify the teacher of the disposition of the request. Requests must be renewed each year.

11.8 Teachers 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 11.7, but must also contain information regarding phone numbers and addresses for contacting the teachers should they not be reachable at home. The Superintendent shall make every reasonable effort to contact the teachers, but shall not be held liable if they cannot reach them.

11.9 Sometimes "out of the ordinary" opportunities become available to teachers that do not constitute a "vacancy in a position" as defined in this Article XI. Examples of "out of the ordinary" opportunities may include an advisor, teacher, 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 11.6, the parties agree that such opportunities should be made known to the faculty in general. When such an opportunity exists, a notice will be posted. The notice will 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.

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

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

11.12 When involuntary transfers and involuntary reassignments are necessary for the good of the system, teachers will 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.

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

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

11.15 At the Jacobs Elementary School, changes in grades taught within a teacher's area of certification, within two grade levels, shall not be construed as a transfer or reassignment. Any teacher moved pursuant to this section, shall not have their assignment changed the following year. Nothing in this Section shall prevent a teacher from requesting a transfer pursuant to Section 11.7.

ARTICLE XII CLASS SIZE

12.1 Whenever possible, class size shall be as follows:

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

ARTICLE XIII PARENT TEACHER MEETINGS

13.1 Teachers, as professional educators, should attend P.T.O. meetings in order to provide better rapport between parents, teachers, and students.

13.2 Teachers will be required to attend three (3) evening meetings per year as directed by the School Principal.

ARTICLE XIV AFTER SCHOOL MEETINGS

14.1 Teachers may, in addition to any other required meetings, be required to attend meetings after the teacher 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.

14.2 Teachers 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 XV
DUTY FREE LUNCH PERIOD**

15.1 Elementary School: Every teacher 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 will elementary teachers 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.

15.2 Middle School and High School: Every teacher 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 XVI
NON-TEACHING DUTIES**

16.1 While the Committee and the Association recognize that teachers 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 teachers' talents and to provide proper supervision of students, the parties agree to the following: that the needs of each building regarding non-teaching duties will be discussed at least once each year by the principal and the faculty, assuming that students and buildings will 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 teachers.

**ARTICLE XVII
TEACHER FACILITIES**

17.1 All teachers shall be provided with adequate facilities for planning and preparation.

**ARTICLE XVIII
STUDY HALLS**

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

**ARTICLE XIX
LEAVES OF ABSENCE**

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

19.2 A leave of absence may be granted with or without pay to a teacher 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 XX SICK LEAVE

20.1 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 will 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.

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

20.3 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.

20.4 Teachers shall be given an annual accounting of their cumulative sick leave by October 1.

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

20.6 Annual good health maintenance incentive. Zero sick days used = \$250.00. The donation of a day to the Sick Bank shall not make an employee ineligible for this benefit. Good health incentive payments will be prorated based on FTE and/or date of hire.

ARTICLE XXI SICK LEAVE BANK

21.1 A voluntary sick leave bank will be maintained for use by eligible members covered by this Agreement who have exhausted their own sick leave accumulation through an illness.

21.2 The Sick Leave Bank will be maintained by the School Department to be administered by the Association.

21.3 Operation of the Bank and withdrawals there from shall be carried out by the Association, 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.

21.4 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.

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

- 21.6 The Sick Leave Bank shall not exceed 270 school days withdrawn per year.
- 21.7 Employees will be eligible to join the Sick Leave Bank on a form provided by the Association.
- 21.8 New employees will be provided the form referenced in 21.7 by the Association.
- 21.9 Employees will be eligible to donate days to the Sick Leave Bank whenever the Association opens a donation period.

ARTICLE XXII PERSONAL LEAVE

- 22.1 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. For the 2021-2022 school year only, bargaining unit members may carry over one (1) unused personal day from the 2020-2021 school year.
- 22.2 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.
- 22.3 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 22.6.
- 22.4 Religious leave days will be identified separately on attendance records and statistical reports.
- 22.5 The above shall not be aggrievable beyond Level Three of the Grievance Procedure.
- 22.6 Teachers 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 Section 10.2. Each year, the H.T.A. will select teachers' names from the pool of eligible teachers. Starting with the first, each teacher chosen may select from the available dates.

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

One teacher from each building may use one 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 H.T.A. will 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)

22.7 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.

22.8 Upon notification to the Superintendent, the President(s) of the Association, or their designee, will 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 agrees that these rights will not be abused.

ARTICLE XXIII BEREAVEMENT LEAVE

23.1 Bereavement Leave may be granted on the death of a member of a teacher's immediate family up to a maximum of five (5) days, not to be deducted from sick leave. 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, or relative residing in the same house.

23.2 In the case of death of the teacher's Grandparents, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, or Grandparents of their Spouse/Companion, the teacher will 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 days, not to be deducted from sick leave.

23.3 In the event of the death of a member of the staff, the faculty in the building in which the deceased taught will be allowed to attend the funeral. The Superintendent and the President(s) of the Association, or their designee, will 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 Section 23.3 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 teacher 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 XXIV FAMILY LEAVE RESERVE ACCOUNT

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

24.2 Teachers 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.

24.3 An individual teacher may not use more than three (3) days per year.

24.4 Teachers may request use of an FLRA day by contacting the principal of the school or his/her designee or the Superintendent.

ARTICLE XXV PARENTING LEAVE

25.1 An employee shall be granted a leave of absence for parenting purposes on the terms and conditions set forth in this article as follows:

- a. A teacher who has been employed by the Hull School Committee for at least three (3) consecutive months on a full-time basis is eligible for parenting leave.

25.2 A teacher who requests a leave under this paragraph should 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. At the time of this notification, the employee will select one of the following four (4) options:

Option A. An employee who has been employed by the Hull Public Schools for at least three (3) consecutive months shall be granted an eight (8) calendar week leave in accordance with the Massachusetts Parental Leave Act (MGL Chapter 149, Section 105D) said employee may be eligible to utilize paid sick leave benefits for disability resulting from childbirth during the period of such leave under the conditions set forth in Article XX and XXI, as applicable. Employees on parental leave for the adoption of a child shall be entitled to the same benefits offered to an employee on leave for the birth of a child.

Option B. Any bargaining unit employee who has worked for the Hull Public Schools for at least twelve (12) months and who has worked the number of hours required by FMLA during the twelve (12) month period immediately preceding the date of commencement of the leave requested shall be granted a twelve (12) work week unpaid leave pursuant to the terms of the Family and Medical Leave Act of 1993 (*hereinafter* “FMLA”). The bargaining unit employee shall be entitled to paid sick leave benefits for any period of disability resulting from childbirth during the period of such leave under the conditions set forth in Article XX and XXI, as applicable.

Option C. Any bargaining unit 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 XX and XXI, as applicable for up to one (1) year provided that the teacher returns on the first day teachers report back to school or at the end of a marking period.

Option D. Any bargaining unit 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 XX and XXI, 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. If Option D is not initially selected by the employee upon first notification referenced in Section 2 above, the employee must notify the Superintendent, in writing, by April 1 of

the employee's intention to take a child rearing leave during the following school year.

3. When the employee returns to work at the beginning of a school year, as prescribed above, they shall be assigned to a position for which they are qualified.
4. During the period of leave, the employee shall be eligible to remain enrolled in the Town's health insurance plans, however, the employee shall be responsible for paying 100% of the premium following the expiration of either the period of disability (with paid sick leave) or twelve (12) work weeks following the commencement of the leave pursuant to FMLA, whichever is longer.

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

25.4 A teacher on leave shall, upon their return, be placed in their original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of commencement of their leave.

25.5 A teacher shall be placed on the next step of the salary schedule on the year of their return if they completed at least five (5) months of service during the academic year of their leave.

25.6 A teacher on parenting leave shall be entitled to use sick leave provided that said teacher provides a physician's certification to the Superintendent indicating that they were physically unable to perform their duties, the medical reason for this disability, and the specific beginning and ending date of said disability.

25.7 A teacher will only be allowed sick leave under this Article if said teacher is eligible for sick leave pay pursuant to Articles XX and XXI.

25.8 A teacher who is a non-birth giving parent may utilize up to three (3) family leave reserve days, two (2) personal leave days and five (5) sick days, if such days are available, for child care following the birth or adoption of a child.

25.9 A teacher 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 teacher will be considered to have resigned and shall receive the appropriate notification of non-renewal/dismissal by May 15.

ARTICLE XXVI SABBATICAL LEAVE

26.1 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 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 will be provided by April 15.

ARTICLE XXVII CAREER EXPLORATION LEAVE

27.1 Up to five (5) employees in the bargaining unit 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 employee 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.

27.2 A teacher with less than five (5) years of service in the Hull School System will not be eligible for this leave.

27.3 A teacher, 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.

27.4 If a teacher 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 will be deemed to have resigned.

27.5 In no event will a teacher be allowed to return to active service before the beginning of the school year following the school year in which the leave was taken.

27.6 A teacher 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.

27.7 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).

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

27.9 In the event that more than five (5) members of the teaching staff apply for career exploration leave in any one school year, the School Committee will accept applications for said leave from the most senior among the total number of employees applying for leave.

27.10 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 XXVIII
MILITARY LEAVE/PEACE CORPS/VISTA**

28.1 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. Teachers will make every effort to schedule leave during vacation periods.

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

28.3 Peace Corp/Vista Leave as follows:

- A. A teacher 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 teacher will be returned to their position, if not abolished, or a position as reasonably comparable to the one previously occupied as is then available, and will be placed on the step on the salary schedule they would have attained had the teacher remained in the Committee's active service during the period of the leave.
- C. All such leaves will 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 XXIX
CLASS COVERAGE**

29.1 Teachers in grades K-12 covering a class for an absent teacher when no substitute can be provided shall receive compensation at the rate of \$35.00 per class period, provided that such coverage is for a complete period and/or hour. This includes study halls under the above conditions. The above compensation only applies if the teacher gives up their prep time and another prep time is not provided.

29.2 In order that Elementary School teachers have sufficient preparation time, they will not be required to be present in the classroom when a specialist is assigned.

29.3 All teachers covered by this agreement will be guaranteed daily, duty-free planning time at least the length of a regular period. Planning time for teachers shall be in increments at least the length of a regular period, unless requested by a teacher.

29.4 Any teacher 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 teacher shall be compensated at the rate of \$50.00 for each such class period. Agreement on the assignment shall be documented between the teacher and Principal prior to the teacher's assumption of these duties.

**ARTICLE XXX
TRAVEL ALLOWANCE**

30.1 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 will notify employees of the deadline by June 1. This allowance doesn't cover courses taken for professional improvement or for college credit under Article XXXII, Appendix A or voluntary seminars, workshops or school visits.

**ARTICLE XXXI
LONGEVITY**

31.1 Longevity stipends for a teacher's service in Hull shall be:

	2008-2009	2009-2010	2010-2011
Fifteen (15) to nineteen (19) years	\$ 450.00	\$ 450.00	\$ 450.00
Twenty (20) to twenty four (24) years	\$ 600.00	\$ 600.00	\$ 600.00
Twenty-five to twenty-nine (29) years	\$ 800.00	\$ 800.00	\$ 800.00
Thirty (30) or more years	\$1,200.00	\$1,200.00	\$1,200.00

31.2 The annual payment of longevity shall be made in December in a lump sum.

**ARTICLE XXXII
COURSE CREDIT AND/OR COURSE REIMBURSEMENT**

32.1 A teacher shall receive reimbursement, at the rate of \$200.00 per credit, for graduate courses approved in advance by the Superintendent.

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

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

- a. It must be a graduate credit course from an accredited college or university in the field of education or any other graduate course specifically approved by the Superintendent in advance. Undergraduate courses may be counted only with the Superintendent's prior approval. Courses may be taken online or in person. Course descriptions shall be submitted to the Superintendent prior to approval of any graduate or undergraduate course. The Superintendent's decision not to approve a course shall be subject to the grievance procedure but not eligible for arbitration.
- b. Courses must have been passed with a grade of "C" or above; no more than one "C" for every fifteen (15) hours.
- c. Approval of professional course for credit form shall be submitted for approval to the Superintendent at least three (3) weeks prior to start of class.

- d. 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 teacher's level or subject field or which will be of value in the professional growth of the teacher, must be approved by the Superintendent prior to course registration if credit is to be allowed.
- e. The policy of the School Committee is to encourage teachers to advance professionally. Future adjustments in salary schedules should not be made unless teachers have complied with this policy.

32.4 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 1st.

ARTICLE XXXIII INSURANCE

33.1 Teachers 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.

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

33.3 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.

33.4 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 \$5,000 per year for teacher bargaining unit 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 XXXIV
WORKER'S COMPENSATION**

34.1 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 teachers.

**ARTICLE XXXV
REDUCTION IN FORCE**

35.1 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 will govern lay-off and recall decisions.

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

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

35.4 In determining the layoff of employees with professional teacher status, seniority shall prevail provided the more senior teacher is certified pursuant to G.L. Chapter 71, Section 38, for the junior teacher's position. Effective September 1, 2016, layoffs of employees with professional status shall be conducted within the categories listed in 35.5 based on a teacher's job performance and the best interests of the students.

A teacher's job performance and the best interest of the students are defined by the teacher's past summative evaluation ratings. The summative evaluations shall include only those received by teachers 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 teacher 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 teacher in the discipline targeted being laid off first. Seniority is defined as the length of continuous service in the Hull School System. Leaves of Absence granted by the Superintendent shall not constitute a break in service. However, seniority will not accumulate during the leave period.

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

Elementary (K-5)

Secondary (6-12)

Social Studies

English

Mathematics

Science

Business

Industrial Arts

World Language

System (K-12)

Guidance	Library
Art	Reading
Music	Special Needs
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	

35.6 In order for a teacher to be included within a category, the teacher must have a license and teaching experience in the Hull School System in the category.

35.7 Teachers who qualify for more than one category will 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.

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

35.9 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 teacher 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.

35.10 Staff who have been laid off will be recalled in the inverse order of their lay-off within their seniority category during a period of (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.

35.11 Teachers 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.

35.12 Teachers 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.

35.13 During the recall period, a teacher on recall status will 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.

35.14 In the event a reduction in force becomes necessary, the Superintendent will 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 XXXVI RESIGNATION NOTICE

36.1 Teachers will give the Superintendent thirty (30) days notice prior to effective date of resignation.

ARTICLE XXXVII RETIREMENT INCREMENT

37.1 A teacher, who as of the effective date of retirement will 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 \$2,400 retirement increment in equal installments over the last three (3) years of employment.

37.2 Any teacher 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 will 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 XXXVIII SEVERANCE PAY

38.1 A teacher with professional teacher status who retires from the Hull School System will be entitled to the amount of \$75.00 at the time of retirement for every day of unused sick leave, which has been accumulated beyond the limit of seventy-five (75) days. Severance pay will be granted up to a maximum of eighty-five (85) days. Notification must be provided by the teachers on or before March 1 of the preceding year.

For the term of this agreement, any teacher who elects to participate in a retirement enhancement opportunity program, will be eligible for this entitlement regardless of their notification date.

38.2 A teacher with professional teacher status who is Reduced in Force or involuntarily retired from the Hull School System will be entitled to the amount of \$75.00 at the time of Reduction in Force or involuntary retirement for every day of unused sick leave which has been accumulated beyond the limit of seventy-five (75) days. Severance pay will be granted up to a maximum of seventy-five (75) days.

ARTICLE XXXIX UNION DUES/AGENCY SERVICE FEE

39.1 The Committee agrees to require as a condition of employment that all employees covered by this Agreement pay either union dues or an agency service fee. Said deductions will be paid to the Association, as of the thirtieth (30th) 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 will be certified annually to the Committee by the Association. Said amount will be in compliance with M.G.L. Chapter 1150E, Section 12, and all other Agency Fee statutes and regulations.

39.2 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 30th of each year the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any Association names in Section 39.1 above. The Committee will notify the Association four (4) times yearly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions he has previously authorized must notify the Committee and the Association concerned in writing by September 1st of each year for the school year's dues.

39.3 Each of the Associations named in Section 39.2 above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.

39.4 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.

39.5 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.

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

ARTICLE XL EVALUATIONS/OBSERVATIONS

40.1 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.

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

40.3 The Association and the School Committee shall establish a joint committee consisting of an equal number of representatives for each party to review and revise the current evaluation instrument and process.

ARTICLE XLI CONTINUITY OF EMPLOYMENT

41.1 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 School System, 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.

41.2 It is agreed that there shall be no loss of continuity of employment by the teaching staff 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 XLII MANAGEMENT RIGHTS

42.1 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 XLIII SAVINGS CLAUSE

43.1 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 XLIV PRINTING OF CONTRACT

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

ARTICLE XLV JOINT LABOR-MANAGEMENT COMMITTEE

45.1 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 XLVI EDUCATOR EVALUATION SYSTEM COMMITTEE

46.1 The parties shall form an Educator Evaluation System Committee consisting of three (3) representatives designated by the Association and three (3) representatives designated by the Superintendent to ensure alignment of the Teacher Evaluation System (currently Appendix E) with the current DESE Educator Evaluation System.

**ARTICLE XLVII
ANTI-RACISM JOINT COMMITTEE**

47.1 The parties shall form an Anti-Racism Joint Committee designed to generate proposals to redress and respond to racism, micro aggressions, and other forms of identity-based harm. The Committee will be composed of the following:

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

**ARTICLE XLVIII
STIPEND REVIEW COMMITTEE**

48.1 Parties agree that they will form a committee to review potential increases to stipend positions listed in Continuing Curriculum Development (Article VIII) Section 8.1 in the areas of Summer School, Extended School Year, and Tutoring, Appendix B and C. The Parties agree that the Committee will consist of four members chosen by the HTA and four members chosen by the District. The Parties agree that the Committee will 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 will be subject to ratification by both the HTA and the School Committee.

**ARTICLE XLVIV
DURATION OF AGREEMENT**

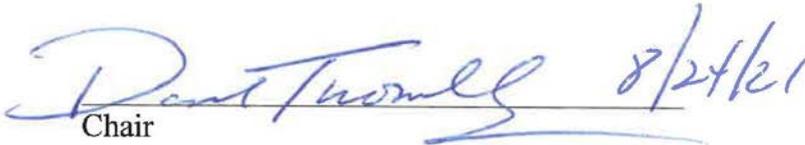
49.1 This Agreement shall become effective as of September 1, 2021, and shall remain in full force and effect until August 31, 2024, and from year to year thereafter unless either party notifies the other prior to November 2, 2023, of its desire to terminate or modify this Agreement.

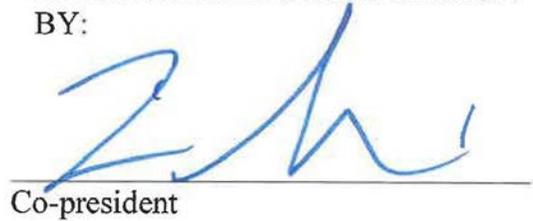
49.2 Further, after any such notice, it is agreed that the parties will meet promptly within the month of November and commence negotiations. If the parties shall have failed to reach agreement by December 1st of the next calendar year, they shall jointly petition the State Board of Conciliation and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

49.3 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
BY:

HULL TEACHERS ASSOCIATION
BY:


Chair


Co-president


Vice Chair


Co-president

8/24/2021
Date


Co-president

APPENDIX A
TEACHER SALARY SCHEDULE
2020-2021

Retroactive to September 1, 2020

1.5%

STEP	BACHELORS	MASTERS	MASTERS+30
1	\$53,147	\$57,684	\$62,622
2	\$55,417	\$60,155	\$65,309
3	\$57,791	\$62,739	\$68,119
4	\$60,264	\$65,438	\$71,063
5	\$62,861	\$68,251	\$74,113
6	\$65,555	\$71,187	\$77,323
7	\$68,382	\$74,251	\$80,650
8	\$74,414	\$80,743	\$87,614
9	\$79,115	\$85,827	\$93,124
10	\$79,115	\$87,545	\$94,988
11	\$79,115	\$89,297	\$96,889
12	\$79,115	\$91,083	\$98,824

STEP	CAGS/MASTERS+45	DOCTORATE
1	\$65,257	\$70,863
2	\$68,065	\$73,915
3	\$70,988	\$77,099
4	\$74,051	\$80,426
5	\$77,248	\$83,904
6	\$80,581	\$87,533
7	\$84,063	\$91,319
8	\$91,276	\$99,084
9	\$97,038	\$105,329
10	\$98,978	\$107,433
11	\$100,958	\$109,238
12	\$102,976	\$111,775

Teachers 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. Teachers 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, teachers will be placed in the applicable column of the salary schedule at the step agreed between the teacher and the Superintendent.

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

TEACHER SALARY SCHEDULE**2021-2022****Effective September 1, 2021****1.5%**

STEP	BACHELORS	MASTERS	MASTERS+30
1	\$53,944	\$58,549	\$63,561
2	\$56,248	\$61,057	\$66,289
3	\$58,658	\$63,680	\$69,141
4	\$61,168	\$66,420	\$72,129
5	\$63,804	\$69,275	\$75,225
6	\$66,538	\$72,255	\$78,483
7	\$69,408	\$75,365	\$81,860
8	\$75,530	\$81,954	\$88,928
9	\$80,302	\$87,114	\$94,521
10	\$80,302	\$88,858	\$96,413
11	\$80,302	\$90,636	\$98,342
12	\$80,302	\$92,449	\$100,306

STEP	CAGS/MASTERS+45	DOCTORATE
1	\$66,236	\$71,926
2	\$69,086	\$75,024
3	\$72,053	\$78,255
4	\$75,162	\$81,632
5	\$78,407	\$85,163
6	\$81,790	\$88,846
7	\$85,324	\$92,689
8	\$92,645	\$100,570
9	\$98,494	\$106,909
10	\$100,463	\$109,044
11	\$102,472	\$110,877
12	\$104,521	\$113,452

Teachers 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. Teachers 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, teachers will be placed in the applicable column of the salary schedule at the step agreed between the teacher and the Superintendent.

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

TEACHER SALARY SCHEDULE**2022-2023****Effective September 1, 2022****2%**

STEP	BACHELORS	MASTERS	MASTERS+30
1	\$55,023	\$59,720	\$64,832
2	\$57,373	\$62,278	\$67,615
3	\$59,831	\$64,954	\$70,524
4	\$62,391	\$67,748	\$73,572
5	\$65,080	\$70,661	\$76,730
6	\$67,869	\$73,700	\$80,053
7	\$70,796	\$76,872	\$83,497
8	\$77,041	\$83,593	\$90,707
9	\$81,908	\$88,856	\$96,411
10	\$81,908	\$90,635	\$98,341
11	\$81,908	\$92,449	\$100,309
12	\$81,908	\$94,298	\$102,312

STEP	CAGS/MASTERS+45	DOCTORATE
1	\$67,561	\$73,365
2	\$70,468	\$76,524
3	\$73,494	\$79,820
4	\$76,665	\$83,265
5	\$79,975	\$86,866
6	\$83,426	\$90,623
7	\$87,030	\$94,543
8	\$94,498	\$102,581
9	\$100,464	\$109,047
10	\$102,472	\$111,225
11	\$104,521	\$113,095
12	\$106,611	\$115,721

Teachers 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. Teachers 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, teachers will be placed in the applicable column of the salary schedule at the step agreed between the teacher and the Superintendent.

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

TEACHER SALARY SCHEDULE**2022-2023****Effective January 1, 2023****0.5%**

STEP	BACHELORS	MASTERS	MASTERS+30
1	\$55,298	\$60,019	\$65,156
2	\$57,660	\$62,589	\$67,953
3	\$60,130	\$65,279	\$70,877
4	\$62,703	\$68,087	\$73,940
5	\$65,405	\$71,014	\$77,114
6	\$68,208	\$74,069	\$80,453
7	\$71,150	\$77,256	\$83,914
8	\$77,426	\$84,011	\$91,161
9	\$82,318	\$89,300	\$96,893
10	\$82,318	\$91,088	\$98,833
11	\$82,318	\$92,911	\$100,811
12	\$82,318	\$94,769	\$102,824

STEP	CAGS/MASTERS+45	DOCTORATE
1	\$67,899	\$73,732
2	\$70,820	\$76,907
3	\$73,861	\$80,219
4	\$77,048	\$83,681
5	\$80,375	\$87,300
6	\$83,843	\$91,076
7	\$87,465	\$95,016
8	\$94,970	\$103,094
9	\$100,966	\$109,592
10	\$102,984	\$111,781
11	\$105,044	\$113,660
12	\$107,144	\$116,300

Teachers 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. Teachers 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, teachers will be placed in the applicable column of the salary schedule at the step agreed between the teacher and the Superintendent.

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

TEACHER SALARY SCHEDULE**2023-2024****Effective September 1, 2023****2.5%**

STEP	BACHELORS	MASTERS	MASTERS+30
1	\$56,680	\$61,519	\$66,785
2	\$59,102	\$64,154	\$69,652
3	\$61,633	\$66,911	\$72,649
4	\$64,271	\$69,789	\$75,789
5	\$67,040	\$72,789	\$79,042
6	\$69,913	\$75,921	\$82,464
7	\$72,929	\$79,187	\$86,012
8	\$79,362	\$86,111	\$93,440
9	\$84,376	\$91,533	\$99,315
10	\$84,376	\$93,365	\$101,304
11	\$84,376	\$95,234	\$103,331
12	\$84,376	\$97,138	\$105,395

STEP	CAGS/MASTERS+45	DOCTORATE
1	\$69,596	\$75,575
2	\$72,591	\$78,830
3	\$75,708	\$82,224
4	\$78,974	\$85,773
5	\$82,384	\$89,483
6	\$85,939	\$93,353
7	\$89,652	\$97,391
8	\$97,344	\$105,671
9	\$103,490	\$112,332
10	\$105,559	\$114,576
11	\$107,670	\$116,502
12	\$109,823	\$119,208

Teachers 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. Teachers 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, teachers will be placed in the applicable column of the salary schedule at the step agreed between the teacher 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**

A Committee or Committees with appropriate Association and School Committee designees shall be convened to review and, where appropriate, update stipends, subject to the approval of the Association and the Committee.

<u>SPORT</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
BOYS' SPORTS:				
Football	Varsity Head	\$8,004	\$8,846	\$9,689
	Asst. Varsity	\$3,791	\$4,213	\$5,055
	Sub-Varsity	\$2,949	\$3,370	\$4,213
	Freshman	\$1,685	\$2,106	\$2,949
Ice Hockey	Varsity Head	\$5,476	\$6,319	\$7,161
	Asst. Varsity	\$2,106	\$2,528	\$3,370
Basketball	Varsity Head	\$5,476	\$6,319	\$7,161
	Junior Varsity	\$2,949	\$3,370	\$4,213
	Freshman*	\$1,500	\$1,500	\$1,500
Baseball	Varsity Head	\$4,634	\$5,476	\$6,319
	Junior Varsity	\$2,106	\$2,528	\$3,370
Tennis	Varsity Head	\$1,685	\$2,106	\$2,949
Track	Varsity Head	\$4,634	\$5,476	\$6,319
	Assistant	\$2,106	\$2,528	\$3,370
Wrestling	Varsity Head	\$4,634	\$5,476	\$6,319
Soccer	Varsity Head	\$4,634	\$5,476	\$6,319
	Assistant	\$2,106	\$2,528	\$3,370
Cross Country	Varsity Head	\$1,685	\$2,106	\$2,949
Lacrosse	Varsity Head	\$4,634	\$5,476	\$6,319

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

*Position funded by Hull Youth Basketball

<u>SPORT</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
GIRLS' SPORTS:				
Field Hockey	Varsity Head	\$4,634	\$5,476	\$6,319
	Junior Varsity	\$2,106	\$2,528	\$3,370
Basketball	Varsity Head	\$5,476	\$6,319	\$7,161
	Junior Varsity	\$2,949	\$3,370	\$4,213
	Freshman*	\$1,500	\$1,500	\$1,500
Softball	Varsity Head	\$4,634	\$5,476	\$6,319
	Junior Varsity	\$2,106	\$2,528	\$3,370
Tennis	Varsity Head	\$1,685	\$2,106	\$2,949
Track	Varsity Head	\$4,634	\$5,476	\$6,319
	Assistant	\$2,106	\$2,528	\$3,370
Soccer	Varsity Head	\$4,634	\$5,476	\$6,319
	Assistant	\$2,106	\$2,528	\$3,370
Cross Country	Varsity Head	\$1,685	\$2,106	\$2,949
Lacrosse	Varsity Head	\$4,634	\$5,476	\$6,319
Cheerleading	Varsity Head	\$4,634	\$5,476	\$6,319

The coach shall have the option, upon notification to the Superintendent's Office, to receive his/her 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, will notify the coach in writing if renewal of the coach's contract will not be recommended. If renewal of the coaches' contract is recommended, the Athletic Director, or other designee of the Superintendent will notify the coach in writing that they will have their contract renewed for the following season within the 60 day notification period following the completion of said season.

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

*Position funded by Hull Youth Basketball

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

Category / Responsibility	Amount per teacher
One school – one additional grade or discipline	\$1,580
One school – one discipline	\$4,739
One school – multiple disciplines	\$7,898
District wide – one 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:

	FY17	FY18	FY19
All Schools	\$1,685	\$1,710	\$1,753

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 \$25.00 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
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D. NATIONAL BOARD CERTIFICATION:

Teachers 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. ACTIVITIES

<u>School</u>	<u>FY21</u>
<u>L.M. Jacobs</u>	per teacher
Clubs and Activities	\$767
Affinity Group for Students of Color	\$767
D.A.R.E.	\$329
<u>Memorial School</u>	per teacher
Intramurals	\$1,315
Band	\$1,753
Clubs and activities	\$767
Yearbook (2 positions)	\$767
Student Council	\$767
Advisory Coordinator	\$767
National Junior Honor	\$767
Jazz Band	\$767
Newspaper	\$767
Robotics	\$767
Science Fair	\$767
Math Team	\$767
Green Team	\$767
Diversity Club	\$767
Open Gym (2 positions)	\$767
Affinity Group for Students of Color	\$767
Homework Zone (3 positions)	\$25/hour X 20 weeks
<u>Hull High School</u>	per teacher
Drama	\$8,765
Speech/Debate	\$6,574
Speech/Debate/Asst.	\$1,315
Yearbook:	
Literary	\$1,972
Business	\$1,315
Student Council	\$1,533
Class Advisor:	
Freshman/Sophomore	\$1,096
Junior/Senior (2 positions)	\$1,972
National Honor	\$1,315
Choral Music	\$2,630
Bandmaster	\$4,383
Clubs and activities	\$1,096
PHI	\$1,096
PRISM – Pride, Raising awareness, Involvement, Support and Mentoring	\$1,096
Physics and Stuff Club	\$1,096
Art Club	\$1,096

Mock Trial	\$1,096
SADD	\$1,096
Green Team	\$1,096
Affinity Group for Students of Color	\$1,096

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 his/her stipend in a lump sum at the completion of the activities' season, the end of the school year, or in two payments at the mid year and end of the school year.

- F. 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.
- G. Stipend positions that are not being recommended for renewal by the Athletic Director, or other designee of the Superintendent will be posted by May 1. Appointments will be announced by June 1. Unfilled positions will be reopened by September 15th of each year.
- H. It is acknowledged and agreed that certain employees covered by this Collective Bargaining Agreement may from time to time provide services in the Morning Care Program, KidsCare Program, JASPER, MASPER, Open Gym, Tutoring, Adult Education, Pajama Story Hour, Summer School, 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 employees employed under this Agreement shall be compensated as follows:

JASPER/MASPER	\$25.00/hour
Morning Care	\$30.00 for 1 hour, 25 minutes
Tutoring	\$25.00/hour
Open Gym	\$25.00/hour
KidsCare	\$15.11/hour
Pajama Story Hour	\$25.00/hour
Summer School	\$25.00/hour
Adult Education	\$30.00/hour
Other School District Assignments	\$25.00/hour

Further, performance of such services by employees shall be considered services performed under this Contract, provided, however, that no other provisions of this Contract, 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 employee in the above programs.

Parties agree that they will form a committee to review potential increases to stipend positions listed in Continuing Curriculum Development (Article VIII) Section 8.1 in the areas of Summer School, Extended School Year, and Tutoring Appendix C. The Parties agree that the Committee will consist of four members chosen by the HTA and four members chosen by the District. The Parties agree that the Committee will 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 will be subject to ratification by both the HTA and the School Committee.

APPENDIX D

LOTTERY DAYS CHART

Available Dates Lottery Days

DAYS PRECEDING - Three (3) teachers each building

		Jacobs	Memorial	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) teacher per building

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

DAYS PRECEDING AND FOLLOWING - One (1) teacher per building

		Jacobs	Memorial	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 will 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 teachers and administrators that will 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 10 minutes; and additional evidence relevant to one 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 educators, 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 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 his/her assignment under a different license that he/she has not previously taught under within the last five years.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two 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 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 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 years in the Hull Public Schools shall not be placed on an improvement plan of less than one 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 will have one 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 his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will 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 will determine who the primary evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her 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-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 1 for an Educator on a 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 his/her assignment under a different license that he/she has not previously taught under within the last five 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 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 will 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 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 will 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 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 years of data are unavailable, at least two 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 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 ~~two~~ three years of data is required; or two 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 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 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 1st 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 1st 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 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:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) 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 1st or within four 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 Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one 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 will provide educators with available assessment data, the school and/or district goals relevant to the teacher's goals.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) 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 his/her 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 goal related to the improvement of practice; one 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 15th 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 15th or within six 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 1st. The Educator shall sign and date the Educator Plan within 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 announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four 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 announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least three 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 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 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 announced and four 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 10 minutes.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 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 or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 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 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 will 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 will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 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 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 his/her performance.
- (3rd) Identify support and/or resources the Educator may use in his/her 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-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two 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 Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will 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 5 school days of receiving the report.
- H) The Educator shall sign and date the Formative Assessment report by within 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 Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two 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 his/her 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 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 will 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 will 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 will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign and date the Formative Evaluation report by within 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 or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- 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 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 will 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 will 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 will 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 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- 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 10th.

- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - M) The Educator shall sign and date the final Summative Evaluation report by June 15th. 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 goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one 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 will 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-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 1 and a summative evaluation report at the end of year 2.

- B) A One-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 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will 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 will rate the Educator as unsatisfactory and will 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 school days or no less than one school year for a teacher with ten 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 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 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 will develop the Improvement Plan, which will 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 will make available to the Educator;
 - iv) Articulate the measurable outcomes that will 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.
- I) 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 of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will 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 his/her summative rating at the end of his/her 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 his/her Summative rating at the end of his/her 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)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
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 weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
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 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>

Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

- i) The timeline for educators on Plans of less than one year will 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 teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two 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 will 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 teacher 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 will 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 will be evaluated under the new procedures. All teachers without PTS shall be placed on a Developing Educator. In the first year of the Agreement, all teachers with PTS shall be placed on either a one year self-directed plan or a two year self-directed plan. The principal in each school shall determine the total number of teachers in the school to be placed on a one year plan. Among teachers with PTS, the principal shall solicit volunteers for those who wish to be placed on a one year self-directed plan. If not enough teachers with PTS volunteer to be placed on a one year self-directed plan, teachers with PTS shall be selected by lottery. Any teacher with PTS who does not volunteer or is not selected to be placed on a one year self-directed plan shall be placed on a two 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 s/he 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.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures.

**SIDE LETTER OF AGREEMENT
BETWEEN THE
HULL SCHOOL COMMITTEE
AND THE
HULL TEACHERS ASSOCIATION**

February 7, 2017

WHEREAS, the Hull School Committee ("Committee") and the Hull Teachers Association ("Union") (collectively "the Parties") negotiated the terms of a new collective bargaining agreement to be in effect for the time period September 1, 2016 – August 31, 2019 ("Agreement"); and

WHEREAS, the Parties wish to incorporate this language as a Side Letter to the current Agreement;

NOW THEREFORE, the Parties agree to the following:

1. A teacher who does not reside in Hull may enroll his/her 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 teacher makes arrangements for payment for tuition or fee normally applicable to the program; and
 - e. The teacher takes responsibility for transportation of the student.

2. Once a student is enrolled, the child(ren) of a non-resident employee will be permitted to remain a student of the Hull Public Schools until completion of his/her senior year.