

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The basic consideration in the assignment of professional staff members will be the needs of the students and the instructional program.

Therefore, the assignment and transfer of professional staff members will be accomplished by the Superintendent on the basis of the employee's qualifications, the needs of the school system, and the employees' expressed desires.

Care will be exercised by the Superintendent to assure that all schools are staffed with effective teachers.

Within an individual school, the building administrator will have the authority to assign classes and courses, provided this is done with full regard for the teacher's area of certification and the policies delineated above.

CONTRACT REF: Teachers' Agreement

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions.

During the course of their contract year, all administrators will be expected to work during the hours and on the days that the Superintendent's office is open unless special scheduling arrangements have been made with the Superintendent. On days schools are closed because of bad weather or other emergencies, all staff members except those who work only on teacher workdays are required to report to work as soon as they are able to do so.

The working year for administrators will be established individually through their contracts.

Teachers

The teacher work day shall be as follows:

	Teacher Start time	Teacher End Time
High School	7:15 a.m.	2:05 p.m.
Memorial School	7:55 a.m.	2:30 p.m.
Jacobs School	8:25 a.m.	3:00 p.m.

Exceptions to the after-school time requirements may be permitted, however, on days preceding weekends, holidays and vacation periods.

Every effort will be made by the administration to provide a uniform workday for teachers at the various levels.

The working year for teachers will be established in connection with the Committee's adoption of the school calendar.

LEGAL REF: M.G.L. 71:80

CONTRACT REF: Teachers' Contract

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: October 10, 2006

Proposed reconsideration: October, 2011

Hull Public Schools

INSTRUCTIONAL STAFF EXTRA DUTY

The School Committee recognizes that teaching cannot be restricted to classroom activities. Therefore, teachers shall be expected to accept such reasonable in-and-out-class assignments and responsibilities as are deemed by the Principal or Superintendent to be necessary to the proper conduct and fullest service of the school. The directing of extracurricular activities of the school shall be considered part of the regular teaching assignment, unless specifically noted in the collective bargaining agreement with the Hull Teacher's Association.

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

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EVALUATION OF PROFESSIONAL STAFF

M.G.L. 71:38 reads in part:

Performance standards for teachers and other school district employees shall be established by the School Committee upon the recommendation of the Superintendent, provided that where teachers are represented for collective bargaining purposes, all teachers' performance standards shall be determined as follows:

The School Committee and the collective bargaining representative shall undertake for a reasonable period of time to agree on teacher performance standards.

Prior to said reasonable period of time, the school district shall seek a public hearing to comment on such standards.

In the absence of an agreement, after such reasonable time teacher performance standards shall be determined by binding interest arbitration

Either the school district or the teachers' collective bargaining representative may file a petition seeking arbitration with the commissioner of education.

The performance standards developed either by mutual agreement or as a result of arbitration will be incorporated in the collective bargaining agreement and may be used in decisions to dismiss, demote or remove a teacher or administrator pursuant to M.G.L. 71:42; 71:42A and 71:63.

Authority, Scope and Purpose:

The specific purposes of evaluation under M.G.L. c. 71, & 38 and 603 CMR 35:00 are:

1. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator; and
2. To provide a record of facts and assessments for personnel decisions.

The purpose of 603 CMR 35:00 is to ensure that every School Committee has a system to enhance the professionalism and accountability of teachers and administrators which will enable them to assist all students to perform at high levels. 603 CMR 35:00, together with the Principles of Effective Teaching and Principles of Effective Administrative Leadership adopted by the Board of Education, set out what Massachusetts teachers and administrators are expected to know and be able to do. 603 CMR 35:00 requires that school Committees establish a rigorous and comprehensive evaluation process for teachers and administrators, consistent with these principles. To assure effective teaching and administrative leadership in the Commonwealth's public schools.

Definitions

Administrator: shall mean any person employed in a school district in a position requiring a certificate as described in 603 CMR 7.10 (34) through (38) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et seq.

Evaluation: shall mean 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 to assess total job effectiveness and make personnel decisions (the "summative evaluation").

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Evaluator: shall mean any person designated by a Superintendent, consistent with the procedures set out in 603 CMR 35.06, who has responsibility for evaluation.

Performance Standards: shall mean the performance standards locally developed pursuant to M.G.L. c.71, & 38, 6093 CMR 35:00, and the Principles of Effective Teaching and Principles of Effective Administrative Leadership adopted by the Board of Education.

School Committee: shall mean the School Committee in all cities, towns and regional school districts, local and district trustees for vocational education, educational collaborative boards and boards of trustees for the county agricultural schools.

Superintendent: shall mean the person employed by the School Committee pursuant to M.G.L. c. 71, & 59, or &59A. The Superintendent is responsible for the implementation of 603 CMR 35:00 S/he shall be evaluated by the School Committee pursuant to 603 CMR 35.00 and such other standards that may be established by the School Committee.

Teacher: shall mean any person employed in a school district in a position requiring a certificate as described in 603 CMR 7.10 (I) through (33), and 603 CMR 7.10 (39) through (42) or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00 et seq.

Principles of Evaluation

1. The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports;
2. The performance standards shall be shared with the person being evaluated in advance of the evaluation process;
3. The purpose of evaluation shall be stated clearly, in writing, to the person being evaluated;
4. The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws;
5. The person being evaluated shall be allowed to gather and provide additional information on his/her performance. Such information must be provided in a timely manner and must be considered by the evaluator; and
6. The person being evaluated shall have an opportunity to respond in writing to the evaluation reports.

Performance Standards for Teachers and Administrators

1. School Committees shall establish performance standards for teachers upon the recommendation of the Superintendent and in accordance with the process described in M.G.L. c. 71 &38, including conducting a public hearing and engaging in collective bargaining and, if necessary, binding interest arbitration. All performance standards established for teachers shall be consistent with and meet the Principles of Effective Teaching adopted by the Board of Education;
2. School Committees shall establish performance standards for the evaluation of all administrators upon the recommendation of the Superintendent. Performance standards for those administrators who are subject to collective bargaining shall be developed in

3. Accordance with M.G.L. c. 150E. All performance standards established for administrators shall be consistent with and meet the Principles of Effective Administrative Leadership adopted by the Board of Education;
4. School Committees are encouraged to establish programs and standards that provide for a rigorous and comprehensive evaluation process for teachers and administrators. The evaluation process may include the extent to which students assigned to teachers and administrators satisfy student academic standards or individual education plans, and the successful implementation of professional development plans, as provided in M.G.L. c. 69 &1B and c.71, &38.

LEGAL REFS: M.G.L. c.69, & 1B; c. 71, &38
603 CMR 35.00

Adoption: 1/18/1996
First reading 2006 revision: July 17, 2006
Second reading: September 11, 2006
Adoption: September 25, 2006
Proposed reconsideration: September, 2011

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EVALUATION OF PROFESSIONAL STAFF

The Purpose of Teacher Evaluation

The primary purpose of the teacher evaluation process is to develop teaching excellence for the benefit of every student within 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 professional growth.

Guiding Beliefs:

1. The primary purpose of teacher evaluation is the enhancement of student learning.
2. Effective evaluation occurs in a climate of mutual trust, joint inquiry and collegiality.
3. Evaluations shall be free of bias because of race, religion, sex, national origin, creed or age.
4. Effective teaching is accomplished through a framework of clear, well-defined teaching criteria.
5. The teacher evaluation process shall assist teachers in achieving individual, professional, school and system wide goals.
6. Teachers and evaluators shall be thoroughly familiar with the purposes of evaluation and their respective roles in the evaluation process.
7. The system's professional development program shall be linked to teacher evaluation through the identification of and response to teacher and evaluator skill development needs.
8. Self-reflection and self-evaluation shall be integral elements of teacher evaluation.

Evaluation Tool

A checklist based on the *Components of Professional Practice* included in the Pathwise Mentoring Program will be the instrument used by a supervisor when conducting and observation. Each element of the Components of Professional Practice appear on the observer's checklist. The ratings used in the checklist are based on a rubric contained in the Pathwise Program. They are as follows: **D**-Distinguished **P**-Proficient **B**-Basic **U**-Unsatisfactory.

The levels range from describing teachers who are still striving to master the rudiments of teaching (unsatisfactory) to highly accomplished professionals who are able to share their expertise (distinguished).

In general the levels of performance are defined as follows:

UNSATISFACTORY

The teacher does not yet appear to understand the concepts underlying the component. Working on the fundamental practices associated with the elements will enable the teacher to grow and develop in this area.

BASIC

The teacher appears to understand concepts underlying the component and attempts to implement its elements. But implementation is sporadic, intermittent, or otherwise not entirely successful. Additional reading, discussion, visiting classrooms of other teachers, and experience (particularly supported by a mentor) will enable the teacher to become proficient in this area. For Supervision or evaluation, this level is minimally competent-improvement is likely with experience, and little or no actual harm is done to students.

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PROFICIENT

The teacher clearly understands the concepts underlying the component and implements it well. Most experienced, capable teachers will regard themselves and be regarded by others as performing at this level.

DISTINGUISHED

Teachers at this level are master teachers and make a contribution to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning.

For a more specific definition of this rubric as it applies to each individual Component of Professional practice, teachers should reference the book, Enhancing Professional Practice A Framework for Teaching, by Charlotte Danielson.

Evaluation Cycle

The evaluation cycle will be structured to consider three categories of staff members.

1. Teachers without Professional Status
2. Teachers with Professional Status
3. Teachers in Need of Assistance

EXCEPTIONS FOR EACH CATEGORY ARE:

1. Teachers without Professional Status

Requirements:

- annual goals (tied into Individual Professional Development Plan)
- 1 year participation in district mentoring program
- a minimum of two formal observations, preceded by a pre-conference and followed by a post-conference
- a minimum of one informal (unannounced) observation. This requires no pre-conference or post-conference. However, if the observation is negative a post conference must be held within ten school days.
- an annual summative evaluation using the Pathwise Checklist and a narrative
 - * any Unsatisfactory received on the Pathwise checklist must be discussed with the teacher in the post observation conference.

2. Teachers with Professional Status

Teachers with Professional Status must be formally evaluated at least once in a two-year cycle using one of the two options below (Exceptions to this would be a teacher on an Assistance Plan).

OPTION A – FORMAL EVALUATION

Requirements:

- annual goals (tied into Individual Professional Development Plan)
- minimum of one formal observation, preceded by a pre-conference and followed by a post conference

- minimum of one informal (unannounced) observation. This requires no pre-conference or post-conference. However, if the observation is negative a post conference must be held within ten school days summative evaluation using the Pathwise Checklist and a narrative
 - * any Unsatisfactory received on the Pathwise checklist must be discussed with the teacher in the post observation conference

OPTION B: OPTIONAL SELF-DIRECTED PLAN

Teachers with Professional Status may, with the approval of the evaluator, participate in a self-directed plan for their evaluation. This option may be used once in a two-year cycle. The purpose of the self-directed plan is to encourage teachers to set specific goals that are intended to enhance professional growth and improve instruction.

Requirements:

- mutually agreed upon goals between the evaluator and the teacher. (Tied into Individual Professional Development Plan)
- mid-year conference between the teacher and the evaluator to assess progress toward reaching goals
- end of year conference between teacher and evaluator to discuss attainment of goals
- a self reflection by the teacher submitted to the evaluator
- a summative narrative by the evaluator

3. Teachers on Assistance Plan

Teachers who have received two or more consecutive Unsatisfactories in one or more of the components in any domain, may be required to participate in an Assistance Plan. The purpose of the Assistance Plan is to have the evaluator work with the teacher to identify areas that are in need of remediation in order to maximize the teaching and learning process. Teachers on the Assistance Plan will meet in the spring of the year before the Assistance Plan will be in place. At that meeting, the evaluator will review clearly defined concerns, which have been documented in previous evaluations. The evaluator and the teacher will agree upon areas of remediation, the action steps to be taken by the teacher, the evaluator's responsibilities and the methods of evaluation of the goals. The teacher and evaluator will arrange for regularly scheduled meetings to discuss progress on the Assistance Plan.

At the end of the year, the completion of the Assistance Plan will be discussed by the teacher and evaluator.

If the teacher has made considerable progress in completing the action steps, either during the year, or at the end of the year, the teacher may be removed from the Assistance Plan. The Plan will be destroyed one year after successful completion.

If the teacher has not made considerable progress in completing the action steps of the Assistance Plan, but has shown a good faith effort, the Assistance Plan may be continued for a second year. If the teacher has made considerable progress at the end of the second year on the Assistance Plan, the Plan will be destroyed at the end of the year following.

If, at the end of year one or two, the teacher has not made considerable progress and cannot provide any evidence of effort in taking action steps toward remediation, consideration may be made for dismissal proceedings.

Timelines

The following timelines will be adhered to in the evaluation process. If, due to extenuating circumstances, the timeline cannot be followed, the teacher and evaluator may agree to an extension. Such an extension will be signed in writing by the teacher and the evaluator.

Teachers with Non-Professional Status

Formal Observation One: Must be completed by school day **45** of the academic year.

Formal Observation Two: Must be completed by school day **104** of the academic year

Summative Evaluation: Must be completed by school day **138** of the academic year

Teachers with Professional Status

Formal Observation must be completed by school day **104** of the academic year.

Summative evaluation must be completed by school day **138** of the academic year.

All informal observations will be completed by school day **120**.

Appeal Process and Procedures

The right to appeal is a critical element of the Hull Teacher Evaluation Process. While most disagreements will, most likely, be resolved between Teacher and Evaluator, a formal appeal shall be undertaken when the parties cannot reach a mutually satisfactory agreement.

The teacher may appeal the process or findings of the evaluation by submitting a written request to the Superintendent. The appeal will be processed as follows:

1. A Peer Mediation Committee (PMC) shall be composed of a teacher and an administrator/evaluator who are trained in the principles of evaluation;
2. The teacher-member will be selected by the Hull Teacher's Association and/or the teacher-evaluatee;
3. The PMC will meet with the teacher-evaluatee and his/her evaluator to attempt to mediated differences;
4. If the teacher-evaluatee and his/her evaluator cannot resolve their differences with assistance from the PMC, the matter will be referred to the Superintendent for a determination. The Superintendent may 1) mediate the dispute; 2.) accept the position of the teacher-evaluatee, or the evaluator or a combination of the two; or 3) designate another evaluator to complete an independent teacher evaluation. The results of an independent evaluation will be reviewed by the Superintendent who will rule on the appropriateness of the independent evaluation.

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: October 10, 2006

Proposed reconsideration: October, 2011

Hull Public Schools

EVALUATION OF PROFESSIONAL STAFF / TEACHERS

To bring a desirable degree of consistency and uniformity to the evaluation process, the following procedures will be observed:

1. The Superintendent, the Assistant Superintendent, principals, assistant principals, and department heads or coordinators may initiate evaluations. These personnel will have the privilege of observing a teacher at any time;
2. The evaluation instrument is the Teacher Evaluation. Each staff member will be provided with a copy of these materials. The plan will be used by the evaluator who will provide the teacher with a copy;
3. Teachers will be evaluated through classroom observation during a school year;
4. The evaluator, following each classroom observation, will arrange conferences. The Evaluation Plan will be reviewed and discussed at this time. Teachers may file written comments with the summary of each conference;
5. It is the teacher's responsibility to request assistance; the evaluator's responsibility to give assistance. The teacher and the evaluator should develop a program designed to bring about needed improvement.
6. The evaluation process will be subject to revision in the Collective Bargaining Agreement (C.B.A.) with the Hull Teachers Associates every three years as stated.

The substance of the teacher's evaluation will be based on the basic function of the teacher, as the School Committee understands it. Specifically, the teacher must institute and direct learning activities compatible with the philosophy of the school system. These learning activities should lead to the acquisition of knowledge and promote the maximum development of desirable behavior, skills, habits, attitudes, appreciations, beliefs, and standards. Therefore, teachers will be appraised in terms of the following characteristics, qualities, and demonstrated skills:

1. Extent and currency of knowledge and understanding of subject matter, the learning process, and general education;
2. Development and use of effective techniques for motivation and instruction;
3. Daily preparations as evidenced in thorough planning and preparation;
4. Quality of student-teacher relationships; and
5. Classroom management.

HULL PUBLIC SCHOOLS TEACHER EVALUATION CHECKLIST

D – Distinguished P – Proficient B- Basic U-Unsatisfactory
 N/A – Not Applicable N/O – Not Observable

Name:			Obs. 1	Obs. 2	Obs. 3	Summative
School:		Date				
Grade/Subject		Duration				
		# of Students				
		Formal/Informal				

Domain 1: Planning and Preparation

1a: Demonstrating Knowledge of Content and Pedagogy				
Knowledge of content				
Knowledge of prerequisite relationships				
Knowledge of content-related pedagogy				
1b: Demonstrating Knowledge of Students				
Knowledge of characteristics of age group				
Knowledge of students' varied approaches to learning				
Knowledge of students' skills and knowledge				
Knowledge of students' interests and cultural heritage				
1c: Selecting Instructional Goals				
Value				
Clarity				
Suitability for diverse students				
Balance				
1d: Demonstrating Knowledge of Resources				
Resources for teaching				
Resources for students				
1e: Designing Coherent Instruction				
Learning activities				
Instructional materials and resources				
Instructional groups				
Lesson and unit structure				
1f: Assessing Student Learning				
Congruence with instructional goals				
Criteria and standards				
Use for planning				

Recommendations/Commendations

Domain 2: The Classroom Environment

2a: Creating an Environment of Respect and Rapport				
Teacher interaction with students				
Student interaction				
2b: Establishing a Culture for Learning				
Importance of content				
Student pride in work				
Expectations for learning and achievement				
2c: Managing Classroom Procedures				
Management of instructional groups				
Management of transitions				
Management of materials and supplies				
Performance of noninstructional duties				
Supervision of volunteers and paraprofessionals				
2d: Managing Student Behavior				
Expectations				
Monitoring of student behavior				
Response to student misbehavior				
2e: Organizing Physical Space				
Safety and arrangement of furniture				
Accessibility to learning and use of physical resources				

Recommendations/Commendations:

Domain 3: Instruction

3a: Communicating Clearly and Accurately				
Directions and procedures				
Oral and written language				
3b: Using Questioning and Discussion Techniques				
Quality of questions				
Discussion techniques				
Student participation				
3c: Engaging Students in Learning				
Representation of content				
Activities and assignments				
Grouping of students				
Instructional materials and resources				
Structure and pacing				
3d: Providing Feedback to Students				
Quality: accurate, substantive, constructive and specific				
Timeliness				
3e: Demonstrating Flexibility and Responsiveness				
Lesson adjustment				
Response to students				
Persistence				

Recommendations/Commendations:

Domain 4: Professional Responsibilities

4a: Reflecting on Teaching				
Accuracy				
Use in future teaching				
4b: Maintaining Accurate Records				
Student completion of assignments				
Student progress in learning				
Noninstructional records				
4c: Communicating with Families				
Information about the instructional program				
Information about individual students				
Engagement of families in the instructional program				
4d: Contributing to the School and District				
Relationships with colleagues				
Service to the school				
Participation in school and district projects				
4e: Growing and Developing Professionally				
Enhancement of content knowledge and pedagogical skill				
Service to the profession				
4f: Showing Professionalism				
Service to students				
Advocacy				
Decision Making				

Recommendations/Commendations

First reading 2006 revision: July 17, 2006
Second reading: September 11, 2006
Adoption: September 25, 2006
Proposed reconsideration: September, 2011

Hull Public Schools

REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE

In the event it becomes necessary to reduce the number of staff members, the school department will follow the procedure below:

1. Teachers without professional teacher status generally will be terminated first if there is a certified teacher with professional teacher status to fill the position; and
2. Should all teachers in the areas subject to reduction be fully certified, the Superintendent will review the performance of teachers without professional teacher status and make recommendations for termination without prejudice.

Prior to making a decision, the Superintendent must be sure that there are teachers who are qualified and certificated to perform all of the needed duties of the terminated teachers.

All certificated personnel terminated for purposes of reduction in force may be considered for re-employment as vacancies occur in positions for which they are qualified. Opportunity for re-employment will be extended to personnel in accordance with the Collective Bargaining Agreements. If recall is refused, the staff member's name will be dropped from the list.

The district will follow all of the requirements of the law in terminating teachers in order to reduce staff.

LEGAL REFS: M.G.L. 71:41; 71:42

CONTRACT REF: Collective Bargaining Agreements

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Professional staff members may discontinue their service in the school system during the school year by submitting a written notice of intent to resign to the appropriate hiring authority.

Such written notice of intent to resign will be given to the Superintendent. The staff member will be notified in writing of the Superintendent's action on the resignation.

When a resignation is accepted by the Superintendent the employee may be expected to continue in service at his or her assigned duties for a period of 30 days after submission of the resignation.

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Annually in October, and as soon as practical thereafter, the Superintendent will inform the Committee of the professional staff members who have indicated their intentions to retire at the end of the current school year. No further School Committee action is necessary unless approval is needed for the payment of or participation in continued local benefits.

LEGAL REF: Age Discrimination in Employment Law, P.L. 95-256

CONTRACT REF: Teachers Contract

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

**EXTENSION OF BENEFITS TO RESIGNING EMPLOYEES
WITH 25 PLUS YEARS OF SERVICE**

The Hull School Committee defines *retirement* as the collection of a pension from the appropriate agency to which any employee of the Hull School Department made contributions during the term of their employment with the Hull Public Schools.

It is the desire of the Hull School Committee to acknowledge the contributions of any individual who has served in the Hull Public Schools for twenty-five or more years who choose to withdraw all contributions from his or her pension fund in lieu of collecting a pension. Therefore, in the event an individual resigns from the school district after twenty-five or more years of service and chooses not to collect a pension and not to secure the health benefits available to them through the Town of Hull and withdraws his or her funds and membership from any applicable retirement system, that individual will be accorded all one-time financial retirement benefits set forth in the union contract in place at the time of resignation for retiring employees, such contract being the one under which said individual was employed by the Hull Public Schools. Notification deadlines identified in specific contracts for the request of *retirement* benefits will apply in the circumstances outlined above.

The Hull School Committee will apply this policy on a limited two-year basis and may withdraw it at any time. It is not the intention of the Committee to create past practice.

First reading: January 13, 2003

Second reading: February 10, 2003

Adoption: February 24, 2003

Proposed reconsideration: February, 2008

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SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

The Superintendent will strive to assist personnel to perform their duties efficiently. However, the Superintendent may dismiss any employee in accordance with state law. Further, the Committee recognizes the constitutional rights of the district's employees and assures them the protection of due process of law. To guarantee such rights, a system of constitutionally and legally sound procedures will be followed in each case of suspension or dismissal of an employee.

When the Superintendent or the principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school system, the Superintendent or Principal will:

1. Be certain that each such case is supported by defensible records;
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual;
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in any agreement with bargaining units;
4. Provide the individual involved with a written statement that will:
 - a. Indicate whether the action the Superintendent is taking is dismissal or suspension;
 - b. State the reason for the suspension or dismissal;
 - c. Guarantee that all procedures will be in accord with due process of law; and
 - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

This does not alter the “at will” status of an employee.

LEGAL REFS: M.G.L. 71:42; 71:42D

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

**NONSCHOOL EMPLOYMENT OF PROFESSIONAL
STAFF MEMBERS**

When a person is hired on a regular, full-time basis, the School Committee considers that it has given the person full-time employment. It shall, therefore, expect all employees to give the responsibilities of their positions in the district precedence over any type of outside part-time work.

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

PROFESSIONAL ACTIVITIES OF TEACHERS

IN-DISTRICT

It is assumed that lectures, demonstrations or related activities, performed by teachers within the District, are to be considered a service to the community, and are to be performed without fee. No teacher shall normally charge a fee for activities within the District, directly related to his/her professional position. No teacher may advertise or sell educational materials within the District not specifically authorized or approved by the School Committee.

OUT-OF-DISTRICT

The School Committee encourages participation in professional and related activities. Arrangements for attendance and/or participation in such activities shall be cleared with the administration in advance.

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

TUTORING

Definition:

"Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the School Committee.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

Tutoring for pay is not to be done in the school building.

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the school system must participate intelligently and effectively for the benefit of the children. This school system will employ support staff members in positions that function to support the education program.

All support staff positions will be established initially by the Committee. In each case, the Superintendent will submit for the Committee's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the Committee may abolish a position it has created.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing salaries and salary schedules for support staff personnel, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the school department.

Compensation plans will be reviewed annually for all categories of staff. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of School Committee policy.

The School Committee will set the rates of pay for personnel not covered by collective bargaining agreements through the budget process.

LEGAL REF: M.G.L. 71:38

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

Non-exempt support staff employees will be paid overtime wages for work performed in excess of 40 hours in a workweek.

In counting hours for the purpose of allowing overtime work and pay, supervisors will consider sick leave, vacation time, and holidays as time worked.

Every effort must be made to minimize overtime by scheduling duties during the regular workday. Overtime will be authorized only by the Superintendent and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the School Committee as an integral part of the total compensation plan for staff members. The benefits extended regular full-time support staff members will be designed to promote their economic security and will include a comprehensive health insurance program.

Certain fringe benefits are established through negotiations with employee bargaining units. Because the Committee wishes to be fair with all its employees, benefits granted to employees who are not members of a bargaining unit will be generally equal to those granted employees in similar positions that are covered by a negotiated agreement.

LEGAL REFS: M.G.L. 71:37B; 71:48B

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences accorded to support staff will be for the purposes of helping them maintain their physical health, take care of family and other personal emergencies, and discharge important and necessary obligations.

All requests for long-term leaves of absence will be submitted by the Superintendent, along with his/her recommendation, to the School Committee for its action.

Support staff employees will be granted leaves in accordance with the terms of the agreements with recognized bargaining units.

Leave benefits granted to employees who are not members of a recognized bargaining unit will be comparable to those granted employees in similar positions that are covered by master agreements with employee organizations.

LEGAL REF: M.G.L. 149:105D; 71:41A

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF AND FAMILY MEDICAL LEAVE

The Hull Public Schools shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 (as may, from time to time, be amended). The Superintendent shall issue, and from time to time amend, regulations setting forth the rights and procedures granted by the Act, and shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

CROSS REF: GCCC-R

LEGAL REFS: P.L. 103-3, "Family and Medical Leave Act of 1993."

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays

The school calendar, as adopted by the School Committee, establishes holidays and school recess periods for the employees who work on teacher and/or students days.

Employees who work on a 12-month basis will be granted paid holidays on all legal holidays and such other holidays as designated by the School Committee. They will also be expected to report to work during school recess periods unless the Committee considers days during these periods official and designated as paid holidays.

To qualify for holiday pay, the employee must be at work on the day before and the day following the holiday, unless his absence is approved on the basis of current leave policies.

Vacations

All 12-month employees will be eligible for paid-vacations in accordance with the Collective Bargaining Agreements.

LEGAL REFS: M.G.L. 4:7; 136:12

CONTRACT REF: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

The School Committee will establish, and budget for, support staff positions in the Hull Public Schools on the basis of need.

The recruitment and selection of candidates for such positions will be the responsibility of the Principal for building based positions, and the Superintendent for district-wide positions. The Superintendent will confer with principals and other supervisory personnel, as appropriate, in making a selection.

All support staff vacancies will be made known to all support staff personnel.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF HIRING

All candidates will be considered on the basis of their merits, qualifications, and the needs of the Hull Public Schools. In each instance, the Superintendent and others playing a role in the selection process will seek to employ the best-qualified person for the job.

The Superintendent and/or the Principal, in accordance with the law and with the applicable regulations, will fill vacancies in positions.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, national origin, disability, sexual orientation or place of residence;
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience;
3. The administrator responsible for the hiring of staff members for district-wide positions, and for the position of Principal, is the Superintendent. The administrator responsible for building based personnel is the Principal. The administrator responsible for hiring is directed to establish a representative screening committee endeavoring to involve parents, teachers and community members. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision.

It is important that support staff be given the necessary training to meet the needs of the students whom they will interact.

LEGAL REF: M.G.L. 71:55B; 71:59B

Adoption: 1/18/1996

First reading 2004 revision: August 22, 2005

Second reading: September 13, 2005

Adoption: October 11, 2005

Proposed reconsideration: October, 2010

Hull Public Schools

SUPPORT STAFF PROBATION

Each support employee will serve a probationary period of six months in any position for which the employee is newly hired or in any new classification to which the employee is transferred or promoted. During that time, the employee will be adequately assisted and supervised so that his/her abilities to carry out the duties required, and job performance, may be ascertained. Should the employee's performance be unsatisfactory, a new employee may be released at any time during the probationary period, or an employee who has been transferred to a new classification may be returned to his/her former position.

Completion of a probationary period shall not alter the "at will" status of any employee.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The Superintendent will make district-wide assignments and transfers of support staff members for the efficient operation of the school department as necessary.

The preferences of employees will be taken into consideration in making assignments and transfers; however, the best interests of students and the Hull Public Schools must be given priority.

Within an individual school, the Principal may assign support staff members to tasks appropriate to their positions and qualifications.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF TIME SCHEDULES AND CALENDARS

The workday and the work year for members of the support staff will be as set forth on the salary schedule.

Specific time schedules for support staff members will be set by the appropriate administrators in line with pertinent school opening and closing times, student schedules, etc. Administrators will inform the Superintendent of the assigned schedules so that there may be continuity as needed throughout the Hull Public Schools.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF CAREER DEVELOPMENT OPPORTUNITIES

Support staffs are an integral part of the Hull Public School's total staff. Their training and development are essential to the efficient and economical operation of the schools.

Therefore, all support staff shall be encouraged to grow in job skills and to take additional training that will improve their skills on the job. It shall be the responsibility of all building Principals to assist to the maximum degree in the training of custodians, clerks, and other support staff assigned to their buildings.

Absences to attend meetings, conventions, conferences, or workshops of local, state, or national associations which serve to advance the welfare of the district through the upgrading and strengthening of the support services may be granted by the Superintendent of Schools without loss of pay to the employee.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

EVALUATION OF SUPPORT STAFF

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable work loads, and establish wage and salary policies that encourage employees to put forth their best efforts. The evaluations of employee achievements, and the provision of a supportive atmosphere, are some of the major duties of the School Committee.

Evaluation of support staff will cover the employee's major areas of responsibility and will include the following:

1. Specific work assignment;
2. Attitude toward students;
3. Attitude toward public education;
4. Attitude toward supervisors, teachers, and fellow employees; and
5. Work habits.

Each employee will be informed of the basis upon which the employee is to be evaluated in advance of evaluation.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUPPORT STAFF PROMOTIONS

When support staff vacancies are to be filled, preference will be given to qualified applicants from within the Hull Public Schools, provided their qualifications (proven and potential ability, training, experience, and personal characteristics) are equal to those of other applicants. However, the best qualified person from among all who apply within and without the Hull Public Schools will be selected.

The performance of an employee promoted to a higher position will be reviewed during the probationary period in the new job. The employee will discuss the reviews with his/her supervisor or Principal and will receive a copy of each. At the completion of the appraisal period, the employee will be notified of continued employment in his/her new position or reinstatement in his/her former one.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

**EXTENSION OF BENEFITS TO RESIGNING EMPLOYEES
WITH 25 PLUS YEARS OF SERVICE**

The Hull School Committee defines *retirement* as the collection of a pension from the appropriate agency to which any employee of the Hull School Department made contributions during the term of their employment with the Hull Public Schools.

It is the desire of the Hull School Committee to acknowledge the contributions of any individual who has served in the Hull Public Schools for twenty-five or more years who choose to withdraw all contributions from his or her pension fund in lieu of collecting a pension. Therefore, in the event an individual resigns from the school district after twenty-five or more years of service and chooses not to collect a pension and not to secure the health benefits available to them through the Town of Hull and withdraws his or her funds and membership from any applicable retirement system, that individual will be accorded all one-time financial retirement benefits set forth in the union contract in place at the time of resignation for retiring employees, such contract being the one under which said individual was employed by the Hull Public Schools. Notification deadlines identified in specific contracts for the request of *retirement* benefits will apply in the circumstances outlined above.

The Hull School Committee will apply this policy on a limited two-year basis and may withdraw it at any time. It is not the intention of the Committee to create past practice.

First reading: January 13, 2003

Second reading: February 10, 2003

Adoption: February 24, 2003

Proposed reconsideration: February, 2008

Hull Public Schools

RETIREMENT OF SUPPORT STAFF MEMBERS

All full-time non-instructional personnel are required to participate in the Commonwealth of Massachusetts Retirement System.

Periodically, the Superintendent will present to the Committee the names of support staff members who have indicated their intentions to retire.

LEGAL REF: Age Discrimination in Employment Law, P.L. 95-256

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Support staff employees employed by the Hull Public Schools may be terminated by the Principal of the building in which they serve with the approval of the Superintendent. However, employees may request the Superintendent to review the circumstances of their termination.

Support staff employees will generally be given notice of their dismissal two weeks prior to the effective date.

The Superintendent, or Principal, with the approval of the Superintendent, may also suspend employees from their assignments.

CONTRACT REFS: All support staff contracts

Adoption: 1/18/1996

First reading 2006 revision: July 17, 2006

Second reading: September 11, 2006

Adoption: September 25, 2006

Proposed reconsideration: September, 2011

Hull Public Schools