

AGREEMENT

between the

NORTH ADAMS SCHOOL COMMITTEE

and the

NORTH ADAMS TEACHERS ASSOCIATION

2017-2020

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PREAMBLE

Whereas, the parties hereto desire to promote harmonious and cooperative relationships between the North Adams Public Schools and its employees of the teaching profession and Whereas, the parties hereto have negotiated in a good faith effort to reach agreement concerning wages, hours, and other conditions of employment. Now, therefore, **THIS AGREEMENT IS MADE AND ENTERED INTO** on this 1st day of September 2017 by and between the **NORTH ADAMS SCHOOL COMMITTEE** (hereinafter referred to as the “Committee”) and the **NORTH ADAMS TEACHERS ASSOCIATION** (hereinafter referred to as the “Association”).

ARTICLE I. RECOGNITION

- A. The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional teaching employees of the North Adams Public Schools, including: teachers, guidance, school adjustment counselor, deans, special education coordinators, and Psychologist, OT/PT, speech pathologist . Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as “teachers”.

- B. There is exclusively reserved to the Superintendent and the North Adams Public Schools, through its School Committee, all the responsibilities powers, rights, and authority vested in them by the laws and constitutions of the State and United States or which have heretofore been properly exercised by them. Retained and reserved is the right among others to establish and enforce rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violate of law. It is further recognized that the Committee and Superintendent in meeting such responsibility and exercising their rights and powers, act through the administrative staff.

- C. In addition to the rights, responsibilities, and benefits provided elsewhere in this Agreement to employees of the collective bargaining unit covered by this Agreement, also incorporated in this Agreement by this reference as if set forth in full are all those rights, responsibilities, and benefits afforded the aforesaid employees by City, State, or Federal law, rule or regulation, including without limitation all applicable tenure, pension, education, or civil rights laws and regulations. The covered persons to whom such laws, by-laws, regulations, or rules are applicable shall have as an equal and alternate remedy to alleged violations of such rights and benefits access to the grievance/arbitration provisions in this Agreement.

ARTICLE II. NEGOTIATION PROCEDURE

- A. 1. No later than 20 November of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Such negotiations will include, but not be limited to, the handling of grievances, salaries, fringe benefits, specialists, teaching hours and teaching assignments, transfers, filling of vacancies, promotions, summer school and evening school programs, teacher evaluation, protection of teachers, sick leave, severance pay, leaves of absence, accident benefits, teaching materials, professional development and educational improvement. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association. Health Insurance and dental insurance will be bargained separately in accordance with Ch. 32B, Section 19.
2. During negotiations, the Committee and the Association will present data, exchange points of view, and make proposals and counter proposals. As of the time it is made available to the Committee, the Committee will provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budget proposals, requirements, and allocations. The Committee will make available to the Association for inspection all pertinent records of the North Adams Public Schools except personnel records and privileged information. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
3. If the negotiations described in this Section A have reached an impasse, the procedure described in Chapter 150E, Section 9 will be followed.
- B. 1. In the event that the Association or the Negotiation Subcommittee (which term as used in this Section B. will also include their designee) desires to make any proposal, the subject matter of which is not covered by the terms of this agreement, either party may submit such proposal in writing to the other party and request a meeting. The other party will acknowledge receipt of the proposal in writing within three (3) school days.

The Negotiation Subcommittee and the Association will arrange for a mutually satisfactory time and place for a meeting to negotiate over such proposal within fifteen (15) days after receipt of the proposal unless the Negotiation Subcommittee and the Association mutually agree to an extension of time for such meeting.

During the initial and subsequent negotiation meetings, the Negotiation Subcommittee and the Association will conform to the procedures set forth by Article II, Section A.2.

2. If an agreement is reached, it will be presented to the School Committee as a joint recommendation of the Subcommittee and the Association if the matter is one upon which Committee action is necessary. If the Committee disagrees with such joint recommendation, it will not reject it without further negotiation with the Association in a good-faith effort to resolve the disagreement.
 3. If negotiations between the Negotiations Subcommittee and the Association result in an impasse, or if the Association is dissatisfied with the progress of negotiations with the Subcommittee, the Association may so notify the Committee in writing and will have the right to negotiate directly with the Committee in a good-faith effort to reach agreement.
 4. Before the Committee adopts a change in policy that affects wages, hours, or any other condition of employment that is not covered by the terms of this Agreement, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it files such a request with the Committee within ten (10) school days after receipt of said notice.
 5. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to the Agreement.
 6. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E, Section 4. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.
- C. The Committee agrees that the procedures set forth in Section B.4.above shall apply in all matters pertaining to state and federal grants.
- D. Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes to this Agreement, exclusive of any matters pertaining to salary, it is agreed that such changes will be transmitted to the other parties between 1 February and 30 April. The two parties will proceed, within seven (7) working days, to establish a meeting date to negotiate the proposed changes. This Section will in no way negate Article II, Section B.1.

ARTICLE III. GRIEVANCE PROCEDURE

- A. **DEFINITION.** Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or his/her right to fair treatment, or violation of any established policy will be a grievance.
- B. **TIME LIMITS.** All time limits herein will consist of calendar days exclusive of Saturdays, Sundays, school vacations and holidays. The time limits indicated hereunder will be considered maximal unless extended by mutual agreement in writing.

In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with level four of this procedure.

- C. **LEVEL ONE.** A teacher with a grievance will present it in writing to his/her principal either directly or through the Association within fifteen (15) days of its occurrence. In the event that the teacher is not directly responsible to an individual principal, then he/she will present it to his/her immediate supervisor. The grievant or the Association will receive a written response to the grievance within seven days of presentation at Level One.

LEVEL TWO. If the grievance is not resolved to the satisfaction of the grievant at Level One, the grievant or the Association, if he/she/it so chooses, may present the grievance to the Superintendent within ten (10) days after receipt of response at Level One. The grievant or the Association will receive a written response to the grievance within seven days of presentation at Level Two.

LEVEL THREE. If the grievance is not resolved to the satisfaction of the grievant or the Association he/she/it may present the grievance to the school committee within ten (10) days after receipt of response at Level Two. The grievant or the Association will receive a written response to the grievance within seven days of presentation at Level Three.

LEVEL FOUR. If the grievance is not resolved to the satisfaction of the Association twenty (20) days after receipt of written response at Level Three, the Association may submit the grievance to the American Arbitration Association for binding arbitration in accordance with the current rules. The arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else. The decision will be final and binding on both parties.

- D. **GENERAL PROVISIONS:**

- 1. The Association will have the right to use in its presentation of any level of this grievance procedure any representative or representatives of its own choosing.

2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
 3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
 4. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be by passed and the grievance brought directly to Level Three.
 5. No reprisals of any kind will be taken by the School Committee or the school administration against any teacher because of his/her participation in this Grievance Procedure.
 6. The School Committee and the Administration will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association with such information as is requested for the processing of any grievance.
 7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 8. If in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the School Committee through the Superintendent and the processing of such grievance will be commenced at Level Three. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
 9. All grievances at Level One, Two, and Three will be in writing. All decisions rendered at Levels One, Two, and Three will be setting forth decision therein and the reasons therefore and will be transmitted promptly to the grievant and/or the Association as provided herein.
- E. When it is necessary, pursuant to the Grievance Procedure for a member of the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will be released without the loss of pay as necessary in order to permit participation in the foregoing.
- F. The procedure outlined in this article applies to the processing of grievances and their resolution.

ARTICLE IV. SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part thereof.
- B. All persons on the Teachers' Salary Schedule will be paid in twenty-six (26) equal payments.
- C. Wage and stipend payments will be made by direct deposit.

ARTICLE V. TEACHING HOURS AND TEACHING LOADS

- A. 1. The starting and dismissal time for students are as follows:

Colegrove Park Elementary School	8:40 am - 2:55 pm
Greylock Elementary School	8:40 am - 2:55 pm
Brayton Elementary School	8:40 am - 2:55 pm
Drury High School	7:40 am - 2:25 pm

2. The workday of classroom teachers will begin fifteen (15) minutes before the aforesaid starting times and will end fifteen (15) minutes after the aforesaid dismissal times. However, it is agreed that fifteen (15) minutes may, on occasion, be insufficient to meet with pupils who may wish assistance or advice, for make-up nights, for supervision of detention sessions in accordance with present administration practice. On such occasions, the 15-minute limit does not apply.

Said starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teachers' workday.

3. Personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers workday. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.

4. The current scheduling format will continue with the following language:

It is recommended that grades 1-3 teachers schedule 120 minutes for teaching of ELA and 90 minutes of math on a daily basis. However, it is recognized that this may not take place every day or in blocks of time and is not a mandate. Principals will approve schedules designed by Teachers for their work day as long as the day is scheduled to permit specialists to teach or to provide services, and meet current required academic standards.

- B. The work year of teachers, other than new personnel who may be required to attend additional orientation sessions, will begin no earlier than 25 August and terminate no later than 30 June, but will in no event be longer than 185 days. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required.

Those scheduled days, beyond 180, not used during the school year will be deleted from the school calendar at the end of the school year.

The last day of school will be a half day for students.

- C. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, to attend up to three (3) staff meetings of reasonable duration, per month. Each such meeting and its purpose will be announced reasonably in advance of the meeting time. The fourth Tuesday of the month will be reserved for Association meetings and no additional school/faculty/district meetings will be scheduled on this day.
- 2. Teachers may be required to attend two (2) evening meetings each year. It is understood that in those cases where annual open house is held, teachers with split schedules may be required to attend no more than three (3) sessions, which will be considered as one (1) of the two (2) required meetings. Attendance at all other evening meetings will be at the option of the individual teacher.

- D. 1. Teachers will have a duty-free lunch period of at least the following lengths:
 - a. Elementary Schools 30 minutes Grades K through 7
 - b. High School 27 minutes

2. Preparation Periods

Classroom teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to any other duties.

- a. Grades K-5 - a minimum of forty (40) minutes daily
- b. Grades 6-12 - 1 class period daily

3. Collaboration Time

The District recognizes the importance of collaboration time for classroom teachers and seeks to preserve the integrity of collaboration time. Although the parties recognize it is not always possible, the District will make reasonable efforts to secure a forty (40) minute block each week for classroom teachers to collaborate on issues involving students, learning, and teaching.

In addition, the third faculty meeting each month will be allocated to collaboration time.

- E. 1. Grades 6-12 academic area subject teachers will be assigned no more than five (5) teaching periods per day or their equivalent in time.

2. Grades 6-12 school teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time, all subjects taught must be in accordance with certification requirements as prescribed by the Massachusetts State Department of Education.
- F. Exceptions to the provisions of Section C above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the educational process. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- G. Teacher participation in extra-curricular activities will be strictly voluntary and teachers will be compensated for such participation in accordance with the provisions of Appendix D of this agreement.
- H. In order to best serve the needs of students at the high school a Guidance Counselor will be on duty two (2) weeks after the close of the current school year and two (2) weeks before the beginning of the next school year. The counselor will receive two and one half (2.5) percent of his/her base salary per week.
- The Superintendent may assign more counselors or increase the time if the need arises.
- I. The Superintendent and the president of the association, and their designees shall meet quarterly or more by request, to review educational plans for the district. This does not constitute bargaining or waive the parties bargaining rights or obligations.
- J. The Virtual High School Coordinator will have a duty-free schedule. The Virtual High School Teacher will teach their virtual class as one of their regularly scheduled 4 or 5 classes following the protocol of the contract as it pertains to their subject matter.
- K. On-Line Grading
1. Teachers at the elementary school and high school will be encouraged to post student grades electronically no later than ten (10) school days, or as soon as practicable, after the due date for the assignment or date of the quiz, test, or examination except that all relevant grades will be posted by the dates of progress reports or report cards. It is understood that long-term, major projects and presentations may not be posted on-line within ten (10) school days, but will be posted by the dates of progress reports or report cards if they are to be counted in the final average.
 2. All teachers doing on-line grading will be provided training in the uses of Power Teacher (i.e. how to produce and print reports, how to generate student transcripts, etc.) teachers will have ongoing access to a help desk (i.e. staff

assigned for this purpose). Teachers will not be held responsible for computer or software issues or problems not under their control, will not be responsible for any issues of computer hacking or sharing of passwords by parents or students. In the event that computer generated errors or grade loss causes delay and re-entry of information by teachers, they will be compensated by their hourly per diem rate or time.

3. Power Teacher can be set up for the needs of the particular level that it is being used for. If schools need a transcript or other printed reports, Power School has the capability of generating this; therefore, it will not be the burden of the teacher to do so.
4. An annual letter will be provided to all parents who have access to student grades online, which will include the following language:
 - i. Grades are not updated on a daily basis. Depending on individual course grading requirements, teachers may update on-line grades based on the completion of units, labs, projects, papers or groups of homework and class work assignments.
 - ii. At the beginning of a marking period, there are often few grades entered while there may be many assignments posted. This may skew the total grade for the marking period.
 - iii. Major projects, presentations and cumulative examinations often come toward the end of a marking period and can have significant impact on the overall grade. Thus, it is important for parents to be aware that such activities can result in a substantial change in a student's grade by the time the grading period ends.
 - iv. Grading requirements are explained in course outlines, the syllabus, and at Open Houses.
 - v. Parent access and passwords should be safeguarded.

ARTICLE VI. NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will not be required to perform the following duties:
 - 1. Non-professional assignments including, but not limited to, supervision of buses for non-academic events.
 - 2. Health services, such as administering eye or ear examinations and weighing and measuring pupils.
 - 3. Collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit money to be used for educational purposes including lunch monies and charity drives, they will not be liable for such monies.
- B. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor.
- C. The Committee agrees to employ building aides to relieve teachers of non-teaching duties to the extent possible.

ARTICLE VII. TEACHER EMPLOYMENT

- A. Teachers will be placed on the salary schedule according to academic degree(s), approved credits from an accredited college or university, and professional experience.
- B. Teachers with previous teaching experience in the North Adams Public Schools will, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be returned to the next position on the salary schedule above that at which they left.
- C. Credit will be given on the salary schedule for up to two (2) years service in Vista or the Peace Corps provided such service included some teaching experience.
- D. Seniority will be determined by length of service, including paid leaves, in the North Adams Public Schools. Length of service shall be determined from the first and actual day of permanent employment as a teacher under contract.

ARTICLE VIII. TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than 30 June. In the event of any staff changes necessitated by a resignation or death after 30 June, changes will be made in accordance with Article IX.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside of the scope of their teaching certification and their major or minor fields of study.
- C. Changes in grade assignment in the elementary schools and in subject area assignment in the secondary schools will be voluntary subject to the needs of the school system.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day shall be paid a travel allowance, as determined by the School Committee, in accordance with an estimate of the actual miles traveled and the current rate set by the North Adams Public Schools. Such allowances shall be reviewed annually.
- E. Teacher assignments will be made without regard to race, color, sex, religion, age, national origin, or on the condition of being handicapped, but otherwise qualified.
- F. Teachers will be notified in a timely manner if a student has special circumstances impacting their educational, social or medical needs. Teachers will be given 24 hour notice, if practicable, of a new student being assigned to their classroom.

ARTICLE IX. TRANSFERS

The Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable.

Therefore, they agree as follows:

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be considered for transfer first.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the North Adams Public Schools will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.

Any involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer. In the event that the teacher objects to the transfer at this meeting, upon the request of the teacher the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representatives to discuss the transfer.

- C. A list of open positions in other North Adams schools will be made available to all teachers being transferred; and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the North Adams Public Schools.
- D. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than 30 June.
- E. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between 1 September and 1 June of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.
- F. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted by the Superintendent regarding said assignment or transfer.

ARTICLE X. VACANCIES AND PROMOTIONS

- A. 1. Whenever any vacancy in a professional position in the North Adams Public Schools occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association and to the news media. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a temporary basis, within ten (10) school days during regular sessions and fifteen (15) calendar days during the summer months changing to ten (10) calendar days after 1 August from the date the notice is posted in the schools or the giving of notification to the Association and the news media.
2. The school administration shall inform all North Adams teachers prior to the close of each school year that a telephone information center will be established. The telephone number(s) that teachers may call in order to receive information on and about vacancies that have occurred in the system after 1 August until the first day that teachers must report to school. Operational times shall be 9:00 a.m. through 3:00 p.m. Monday through Friday except holidays.
- B. All qualified teachers will be given adequate opportunity to make application for such position, and the Committee agrees to consider the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, preference will be given to teachers already employed by the Committee if they are equally qualified. Appointments will be made or reason why appointment was not made will be given to the Association not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the Association.
- If within thirty (30) calendar days of closing of applications no appointment has been made, the job will be re-posted with any revision(s) of qualifications deemed necessary.
- C. Appointments will be made without regard to race, color, sex, religion, age, national origin, or the condition of being handicapped, but otherwise qualified.

ARTICLE XI. SUMMER SCHOOL, ADULT EDUCATION, FEDERAL PROGRAMS

- A. All openings for summer school, the adult education program, and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. A tentative list of summer school and adult education program openings will be publicized not later than the preceding 10 June and 15 September, respectively, and teachers will be notified of the action taken as early as possible.
- B. Positions in the North Adams summer school and adult education program and the positions under Federal programs will, whenever possible, be filled by certified, regularly appointed teachers in the North Adams Public Schools.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and minor field of study, quality of teaching performance, attendance record, length of service in the North Adams Public Schools, and, in regard to summer school or adult education program positions, previous North Adams summer school or adult education program teaching experience.
- D. When a sufficient number of certified, regularly appointed teachers in the North Adams Public Schools are not available to fill the position, they may then be filled by other qualified applicants. To the extent that they are applicable, the same criteria used in making appointments from among appointed teachers will be used in regard to other applicants.

ARTICLE XII. TEACHER EVALUATION

- A.
 - 1. The document North Adams Teacher Evaluation System (Appendix E) will be the instrument used to evaluate a teacher's work performance.
 - 2. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors promptly.
- B.
 - 1. Teachers will have the right, upon request, to review the contents of their personnel file with 24 hour notice to Central Office. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
 - 2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Serious complaints regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher; and the identity of the complainant will be made known to said teacher.
- D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded, he or she will be entitled to have a representative of the association present. If a teacher is to be disciplined or reprimanded, it shall not be done in the presence of students. A teacher will be notified in advance, in writing, of the purpose of the meeting with an administrator in cases where disciplinary action may be contemplated regarding that teacher. This notification shall include the basis of the charge, including, if applicable, the name of the complainant, as well as the notification of the teacher's right to have an association representative at any and all meetings/interviews concerning the said incident.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

- F. The Association and the Committee both recognize the exclusive remedy provision of M.G.L. Chapter 150E, Section 8 and the amendment to M.G.L. Chapter 71 providing teachers the right to access a statutory arbitration procedure. A teacher, who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.L.G. Chapter 71 or through this Article, may pursue an appeal of their grievance through either the Grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review as a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum.

- G. The Association is dedicated to the concept of quality education and to this end recognizes administrative responsibility for teacher evaluation.

ARTICLE XIII. TEACHER FACILITIES

- A. The School Committee will make every effort to provide the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies;
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.
 3. An appropriately furnished room, which will include a telephone or pay telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
 4. A communication system so that teachers can communicate with the main building office from their classroom;
 5. Well-lighted and clean teacher rest rooms;
 6. An adequate portion of the parking lot at each school will be reserved for teacher parking; and
 7. Classroom equipment as defined by subject needs.
 8. Teachers will be given reasonable access to their classroom during non-school hours.

ARTICLE XIV. USE OF SCHOOL FACILITIES

- A. The Association will have the right, as the exclusive representative of the staff, to use school buildings without cost at reasonable time for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board in each school building that will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other Association material.
- C. The North Adams Public Schools will provide the North Adams Teachers Association with a location for Association filing cabinets, clearly marked for this purpose.

ARTICLE XV. SICK LEAVE

- A. Sick leave shall be credited on a monthly basis during the course of the school year at the rate of one and one-half (1.5) days at the beginning of each month until the maximum accumulation of twelve (12) days is reached in a school year. In the event a teacher uses more than their accumulated sick leave, then he/she will be carried in an unpaid leave status. In the event that at the end of the school year the teacher has accumulated sick leave, the accumulated sick leave will be reduced by the number of days the teacher was in an unpaid leave status and the teacher will be paid at his/her per diem rate for each of these days prior to June 30 of that fiscal year. Sick leave may not be taken the day before and/or the day after a holiday or vacation period unless said teacher receives approval from the Superintendent. Sick leave days may be accumulated from year to year to a maximum limit of three hundred sixty (360). Current accumulations will remain.

Bargaining unit members out for four (4) or more consecutive days due to illness shall submit to the Superintendent's office a certificate of a duly practicing physician substantiating the illness.

- B. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 2. A maximum of five (5) days per school year for rendering care or comfort to an ill member of a teachers family (spouse, child, parent or sibling)
 3. Any other reason pertaining to this article approved by the Superintendent.
- C. Sick Leave Increment

1. Sick Leave must be used in four (4) hour increments, with the exception of one (1) sick day per school year which may be used in two (2) hour increments.

Any request for a two (2) hour sick leave increment must be submitted to the Principal at least forty-eight (48) hours in advance, excluding weekends and holidays, unless due to an emergency illness.

2. Bargaining unit members may request paid leave for the first or last thirty (30) minutes of the workday in order to attend to medical appointment(s). Such requests must be submitted to the Principal at least forty-eight (48) hours in advance, excluding weekends and holidays. The Principal has sole discretion to grant or deny such requests, and the Principal's decision shall not be subject to the Grievance and Arbitration provisions of the Agreement.

ARTICLE XVI. SICK LEAVE BANK

The parties to this contract agree to the formation of a Sick Leave Bank which will be monitored by a Sick Leave Bank Committee.

- A. The sick Leave Bank committee shall be comprised of:
 - 1. One School Committee Member
 - 2. One Association Member
 - 3. The President of the Teachers' Association
 - 4. The Superintendent of Schools
- B. The Sick Leave Bank committee shall establish and maintain a Sick Leave bank so as to enable the teachers covered by this contract to voluntarily contribute a portion of their sick leave for the use of any participating member whose sick leave accumulation is exhausted as a result of an incapacitating injury or a catastrophic or prolonged illness (such as heart attacks, liver disease, cancer, etc.) that prevents a teacher from performing his/her duties.
- C. Teachers may enroll in the program by donating one (1) day of their accumulated sick leave into the bank prior to September 15th of that year. Newly employed teachers may enroll between their forty-fifth (45th) and sixtieth (60th) calendar day from the initial date of employment.
- D. The normal maximum accumulation in the sick leave bank in any school year will be one hundred and fifty (150) days. An increase above the maximum will occur only to allow each member of the bargaining unit (including new hires) to contribute to the sick leave bank.
- E. If, through the awarding of sick leave day, the collective accumulated days in the Bank (including increases above the maximum as provided for in paragraph D) should be exhausted, the sick leave bank shall be exhausted for the remainder of that school year.
- F. In the above event, the teacher may directly petition the School committee for paid sick leave days. In the event the School committee grants this request, the sick days shall be paid out of the School System's budget.
- G. At the end of each school year any unused balance in the Bank shall be carried over to the next school year.
- H. In the event the balance falls below one hundred and fifty (150) days at the commencement of the school year each teacher who is a member of the Sick Leave Bank

will be assessed one (1) additional day which may cause the sick leave accumulation to increase above one hundred and fifty (150) days for that school year.

- I. In the event the balance is already at or above one hundred and fifty (150) days no further assessment of program members will be made for that School Year.
- J. Any teacher leaving the North Adams Public School system shall forfeit any days donated to the Bank unless recalled and re-employed within two (2) years.
- K. A member may withdraw from the Bank by giving written notice to the Sick Leave Bank Committee sixty (60) days prior to September 15th of that year in which said member no longer desires membership.
- L. Eligibility
 - 1. Exhaustion of all accumulated sick leave.
 - 2. An individual's request must be for an incapacitating injury or a prolonged or catastrophic illness and must be supported with medical documentation including diagnoses.
 - 3. Individual may use the Bank on one (single occurrence) during the school year.
- M. Conditions
 - 1. Benefits are limited to participating members who have fulfilled the requirements eligibility and whose applications have been approved by a majority of the Sick Leave Bank Committee.
 - 2. Benefits are not available to individuals on a leave of absence. However individuals may be carried as inactive members for the duration of their leave.
 - 3. In no case shall the Sick Leave Bank Committee award more than twenty (20) day cycle from the Bank without a review. An individual may request that the Sick Leave Bank Committee grant additional days, but no request shall exceed a cycle of twenty (20) days at any given time, up to an individual's maximum allowable days.
 - 4. The Sick Leave Committee may by a unanimous vote of all members of the Committee waive the above conditions for special circumstances which may be, but are not limited, to incapacitating injury and catastrophic or prolonged illness.
- N. Allowable Days

The following table will be used as maximum allowable days. All requests will be

weighed on an individual basis by the Sick Leave Bank Committee.

<u>Number of Years in the North Adams Public School System</u>	<u>Maximum Allowable Days</u>
1st year	10 days
2nd year	15 days
3rd year	20 days
4th year	25 days
5th year	30 days
6th year	35 days
7th year	40 days
8th year	45 days
Thereafter	50 days

In extraordinary circumstances, the Sick Leave Bank Committee may approve a second allocation from the Sick Leave Bank in the same calendar year. In no case shall there be a third allocation in a calendar year.

O. Sick Day Donations

In the event that an individual has been granted two Sick Leave Bank allocations in a calendar year and is seeking additional sick time, the individual may submit a request for donations for additional sick days from bargaining unit members. Up to two (2) sick days may be donated per bargaining unit member, for a maximum of fifty (50) sick days. Any unused donated sick days shall be redistributed to donors through a random lottery.

P. The Sick Leave Bank Committee shall establish rules and procedures for the actual operation of the Bank subject to the approval of the School committee and the Association. All decisions to grant or deny use of the Sick Leave bank shall be based in part on the adequacy of medical evidence presented by the petitioner. The decision of the Sick Leave Bank Committee is not subject to grievance or arbitration.

Q. The sick leave donation form shall be placed in the new employee orientation packet.

ARTICLE XVII. TEMPORARY LEAVES

A. Teachers will be entitled to the following temporary leaves of absence, with pay, each school year:

1. Three (3) personal days leave of absence. Application for personal leave will be made at least twenty-four (24) hours before taking such leave except in cases of emergencies (e.g., medical emergencies involving a spouse or a child), personal days may only be taken in full day increments unless no substitute is needed; in which case, teachers may take personal days in half day increments; and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. Teachers may take a personal day the day before and/or that day after a holiday or vacation period not to exceed the following per school.

Greylock	not more than 3 teachers
Drury	not more than 8 teachers
Colegrove Park	not more than 4 teachers
Brayton	not more than 5 teachers

In accordance with the above, not more than twenty-one (21) teachers in the aggregate may take a personal day the day before and/or after a holiday or vacation period. Personal days will be granted on a first come first served basis. Personal days not used during the school year will accrue as sick days and be combined with the accumulation of sick days as provided by Article XV Sick Leave.

2.
 - a. Time necessary, at the discretion of the Superintendent, for the purpose of visiting other schools or attending meetings or conferences of an educational nature. A written report should be filed with the immediate supervisor.
 - b. Temporary leave, at full pay, to participate in certain specific community activities directly related to the person's professional responsibilities or of direct and substantial benefit to the North Adams Public Schools. Such leave will only be granted at the discretion of the Superintendent and with his/her prior approval.
3. Time necessary, fifteen (15) days accumulative, for Association representatives to attend Massachusetts Teacher Association and/or National Education Association conferences and conventions. The above scheduling at the discretion of the Superintendent of Schools.

4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or as mandated by G. L. Chapter 234, Section 1B.
 5. Up to five (5) working days, within 2 working days of death, at any one time in the event of the death of a teacher's spouse, child, parent, or sibling. Teachers will be granted three (3) days, from day of death, at any one time in the event of the death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, or stepchild. Also, one (1) day, for the funeral a niece, nephew, grandfather, or grandmother of a teacher's spouse. The Superintendent of Schools has the discretion to grant a paid absence from work to a teacher in the event of the death of a teacher's aunt or uncle up to a maximum of three (3) days at any time, and one (1) paid to attend the funeral in the event of the death of an aunt or uncle of a teacher's spouse at any time. The Superintendent may, at his discretion and for good reason, permit such leave to be taken at some time other than as specified.
 6. During the time of his/her service in the armed forces of the Commonwealth, under section thirty-eight, forty, forty-one, forty-two, or sixty, or during his/her annual tour of duty not exceeding seventeen days as a member of a reserve component of the armed forces of the United States. He/she shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.
 7. If a teacher's attendance at a college/university summer program is required (travel time to said summer school will not be considered as required time), he/she will be released up to one week prior to the closing date of the school year at the discretion of the Superintendent and with the approval of the School Committee without loss of pay.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitute.

ARTICLE XVIII. EXTENDED LEAVES

- A. The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)), Small Necessities Leave Act (“SNLA”) M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act (DVLA) Chapter 260. The School Committee’s policies regarding the above-referenced provisions will be posted in each administrative office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

- B. The Committee agrees that up to three (3) teachers designated by the Association may, upon request, be granted a leave of absence for up to one (1) year, without pay, for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and he/she will be placed on the salary schedule at the next level he/she would have achieved if he/she had not been absent.
- C. A leave of absence, without pay of up to two (2) years, will be granted to any teacher, who serves as an exchange teacher and is a full-time participant in such a program. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule as the level he/she would have achieved if he/she had not been absent.
- D. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.
- E. A child-rearing leave of absence of up to one (1) year (renewable for a second year) shall be granted to teachers without pay or increment upon request and shall commence at a time determined by such teacher.
1. A teacher on child-rearing leave will:
 - a. if a request is made prior to 1 February of the current year, be granted the balance of the first semester and will be entitled to the entire second semester.
 - b. if the request is made subsequent to 1 February, be granted the remainder of the current school year.

2. If a teacher requests a year renewal, the teacher making the request must:
 - a. give notice in writing prior to 1 May, but in no event later than 31 May of the current school year.
 - b. accept said renewal for that entire school year.
 3. Adoption of a child shall entitle a teacher to the same child-rearing leave benefits.
- F. A leave of absence, with a minimum of two (2) weeks notice without pay or increment, of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.
- G. The Committee will grant a leave of absence for a period not to exceed six (6) months, without pay or increment, to any teacher to campaign for public office and for a period as specified by statute, without pay or increment, to serve in public office.
- H. After three (3) years continuous employment in the North Adams Public Schools, a teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- I. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence, without pay, up to one (1) year.
- J. Other leaves of absence, without pay, may be granted by the Committee.
- K. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- L. All requests for extensions or renewals of leaves will be applied for and granted in writing.
- M. Any teacher on leave of absence who does not return to work upon the termination of said leave shall be considered as having resigned from his/her position, unless failure to return is due to incapacitating illness or other circumstances beyond the control of the individual.
- N. A teacher on extended leave without pay may perform per diem work during the term of said leave.
- O. Any teacher granted a leave of absence prior to 1 January will inform the Superintendent of Schools in writing prior to 15 March of the same year, of whether or not he/she intends to return to work the following school year. Failure to do so will be considered as a resignation effective 30 June.

ARTICLE XIX. SABBATICAL LEAVE

- A. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted, for a period not exceeding one (1) year, for study or travel, to a member of the teaching staff by the Committee subject to the following conditions:
1. No more than two percent (2%) of the teaching staff will be absent on sabbatical leave at any one time.
 2. A teacher considering an application for a sabbatical leave will notify the Superintendent of his/her intent as soon as possible, but no later than 15 January of the current school year. Application for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than 28 February, and action must be taken on all such requests no later than 1 April of the school year preceding the school year for which the sabbatical leave is requested.
 3. The teacher has completed at least six (6) consecutive full school years of service in the North Adams Public Schools.
 4. Teachers on sabbatical leave will be paid not less than fifty percent (50%) of their regular salary rate.
 5. Prior to the granting of such leave, he/she shall enter into a written agreement with the School Committee that upon termination of such leave he/she will return to service in the North Adams Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the City, within ninety days of his/her resignation, an amount equal to such proportion of salary plus registration and tuition costs received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

ARTICLE XX. EDUCATIONAL IMPROVEMENT

- A. It is the philosophy of the Committee and the Association to encourage teachers to continue professional study.

This recommendation should not produce a hardship on teachers and is necessary because of changes in educational procedures, methods, and materials. Members of the teaching profession must take the responsibility of keeping abreast of the times in educational matters, not only for their own professional improvement but also for the best interest of the school system.

- B. Horizontal movement across columns is not necessarily automatic, but is dependent on satisfactory performance and the meeting of the following professional improvement requirements:
1. Prior approval of the institution to be attended and the courses to be studied will be secured from the Superintendent of Schools.
 2. College or university credit will be accepted at the level indicated on the official transcript from the institution granting the credit except that once having acquired graduate status, one must maintain that status if one wishes to move horizontally on the schedule with graduate credit only, as certified on the official transcript. By arrangement with the Superintendent of Schools, one might move vertically with undergraduate credit.
 3. Teachers to be eligible for increment credit or for advanced professional standing must complete the course including the final examination and obtain a grade in writing from the instructor. This requirement must be fulfilled whether or not the teacher has matriculated for a degree. Neither increment credits nor advanced professional standing is allowed for auditing a course.
 4. The official certificate or transcript of marks must be submitted to the Office of the Superintendent of Schools upon completion of the courses.
 5. In order to be eligible for salary increments, effective 1 September, courses must be completed and credits filed in the Office of the Superintendent of Schools before 30 September of each year.
 6. Credit toward normal increment only may be granted teachers for such broad cultural development as travel, courses in art, courses in music, or other similar types of training only when work in such courses is sponsored by properly accredited and approved institutions. All such work is subject to the advance

approval of the Superintendent.

7. Approval of courses will be granted ordinarily under the conditions that the credits will be earned at an accredited college or university, that the course be associated with the teacher's assignment and/or that the course would enhance an individual's teaching ability and/or performance, but each course will be judged on its own merits.
 8. An inexperienced teacher newly employed with a bachelor's degree must have earned six points by 1 September following completion of his/her fourth year increment. Afterwards, six points will have to be earned between the fifth and seventh year, after which the minimum of two points each five years will be acceptable.
 9. Points earned beyond the bachelor's degree may be accumulated to cover future requirements up to nine years.
 10. Teachers without an earned master's degree who are placed in the B+40/M column will not be eligible for increments beyond this column until a master's degree has been earned.
 11. Teachers denied salary increment approval may request a written statement setting forth the reason for this action.
 12. On-line courses will be treated the same as traditional courses for the purposes of column movement and reimbursement.
- C. The Committee will pay the cost of tuition and books and provide released time for in-service programs.
- D. Upon presentation of evidence showing successful completion and proof of payment, the Committee will pay one-half of the registration and tuition cost of courses that are in the teacher's area(s) of specialization, that are taken at an accredited college or university, that are directly related to the teacher's current, scheduled, or expected teaching assignments and that are taken with the advance approval of the Superintendent of Schools. Such approval will not be unreasonably withheld.

Upon presentation of evidence showing successful completion and proof of payment, the Committee will also pay for one-half registration and tuition costs of no more than two undergraduate computer related courses, per teacher at an accredited college or university which are taken with the advance approval of the Superintendent of Schools. Such approval will not be unreasonably withheld.

Upon presentation of evidence showing successful completion and proof of payment, the

Committee will pay one-half registration and tuition costs for courses taken by a teacher enrolled in an academic program at an accredited college or university:

- a. to provide certification in a teacher's new area of assignment;
- b. that enhances his/her competence in his/her area of assignment which are taken with the advance approval of the Superintendent of Schools.

Such approval will not be unreasonably withheld.

In no event will payment under this article be made if it has been determined that a teacher has received payment from another source.

The actual amount of reimbursement for registration and tuition costs under this Section D. will be capped at a maximum of fifty thousand dollars (\$50,000) each fiscal year. In the event that the requests for reimbursement exceeds the pool of fifty thousand dollars (\$50,000), reimbursement shall be made to teachers on a first-come-first-serve basis based upon when the approved request was submitted to the Superintendent.

- E. The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions outside of the City at the request and/or with the approval of the Superintendent. A fund will be available annually for such expenses.

ARTICLE XXI. PROTECTION

- A. Teachers will immediately report all cases of assault suffered them in connection with their employment first to the principal and then to the Superintendent of Schools in writing.
- B. This report will be forwarded to the Committee that will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceeding if he/she requests such assistance. If a teacher desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him/her, such teacher may request the Committee to furnish legal counsel to represent him/her in such proceeding. If the Committee does not provide such counsel and the teacher prevails in the proceeding, then the Committee will reimburse the teacher for reasonable counsel fees incurred by him/her.
- D. The Committee will adopt Chapter 258, Section 9 of the General Laws of the Commonwealth. Any reasonable doubt as to a teacher's eligibility for coverage shall be resolved in favor of the teacher.

ARTICLE XXII. PERSONAL INJURY BENEFITS

1. Teachers who are injured in the course of employment receive coverage for salary and medical costs in accordance with the provisions of M.G.L., c.152. Additionally, teachers who are covered for Workers' Compensation benefits may use accumulated unused personal and sick leave to bring their pay up to their full salary in accordance with M.G.L., c.152, s.69.

During the time period that the teacher is receiving full salary under M.G.L., c.152, s.69 all checks issued to the teacher by Workers' Compensation insurance carrier will be turned over to the School so that the employee will not receive any payment in excess of the teacher's full salary.

In the event that the teacher's accumulated and unused sick leave has been exhausted, the teacher will only receive the Workers' Compensation payment. Once the teacher's accumulated and unused sick leave has been exhausted, the District shall place the teacher on unpaid leave and shall continue to offer the teacher the same health insurance benefits with the same plan options as those offered to other employees of the North Adams Public Schools with the same portion paid for the teacher at the same rates as other employees for the period of such absence.

2. If the illness or injury of a teacher comes within the purview of both this article and Article XVII, it shall be deemed to come within the purview of this article, and such teacher shall not be paid any benefits pursuant to Article XVI for such illness or injury, except as is provided in the preceding paragraph.

B. The Committee will reimburse teachers for:

1. Any clothing or other personal property damaged or destroyed in the course of his/her employment; and
2. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.

ARTICLE XXIII. INSURANCE AND ANNUITY PLAN

- A. The Committee will pay sixty percent (60%) of the cost of a ten thousand dollar (\$10,000) term life insurance plan.
- B. Teachers will be eligible to participate in a “tax-sheltered” annuity plan established pursuant to United States Public Law No. 87-370.
- C. Professional staff members may purchase additional term life insurance of the type presently available to teachers as provided by Chapter 32B of the General Laws of the Commonwealth of Massachusetts. The cost of such additional insurance will be borne entirely by said staff members.
- D. Health Insurance and dental insurance will be bargained separately in accordance with Ch. 32B, Section 19.
- E. The P.E.C. Agreement/plans are attached as an Appendix to the Agreement.

ARTICLE XXIV. DUES DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees dues for the North Adams Teachers Association, Massachusetts Teachers Association, and/or agency fees, or dues from any one of such associations as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies systematically to the North Adams Teachers Association. Teacher authorizations will be in writing in the form set forth below:

I hereby authorize the North Adams School Committee and the Treasurer of said municipality and/or of the Commonwealth as applicable to deduct each year the current dues of my local, county, state, and national teachers associations, or the current agency fees, notwithstanding any increases or decreases in such dues or fees in future years.

I understand that the specific amount of the current dues of the Associations shall be certified to the Committee by my local association treasurer each school year.

The deductions shall be made in accordance with the Agreement between the Teachers Association and the North Adams School Committee as it may be amended or renewed from time to time including any successor agreements and in the absence of any such agreement such deductions shall be made pursuant to C 180 s. 17C as most recently amended.

I understand that I must give at least sixty (60) days notice to the Committee to withdraw this authorization for a subsequent school year.

I further understand that by acceptance of MTA membership I am obligated to pay the full annual dues for each membership year as determined by MTA bylaws.

Signature _____ Date _____

B. Agency Fee

- A. The Committee will respect the position of the North Adams Teachers Association (NATA) as the sole and exclusive bargaining agent of all employees in Unit A on matters of wages, hours, conditions of employment for the life of this Agreement. The parties therefore agree that:
1. Effective thirty (30) days after the commencement of the 2011-2012 school year or the commencement of employment, whichever comes later, each employee, in accordance with the G.L.C. 150 E, §12, shall be

required to pay the service fee to the NATA.

2. Any employee who fails to pay the agency fee in lieu of dues to the exclusive bargaining agent will be subject to legal action by the NATA for collection of said fee. Any cost of collecting said fees will be added to the individual's total service fee due. The NATA will be solely responsible for enforcing the provisions of this Section. The Committee will not be responsible to enforce any provision of the Section.
3. The NATA will indemnify, defend and hold harmless the Committee against any and all claims, actions, or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Section. Specifically, the NATA will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Section, the NATA will pay any and all of those damages, including interest and charges.
4. Any court or competent jurisdiction determines that any part of this Section 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this 1, 2, and 3, will be null and void.
5. The service fee shall be calculated in accordance with the provisions of the M.G.L. c. 150E, § 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the NATA.

ARTICLE XXV. GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B.
 - 1. If significant Association business is to be discussed at a School Committee meeting scheduled during the school day, a representative of the Association will be allowed to attend.
 - 2. When it is necessary, pursuant to Article III (Grievance Procedure) for a School Representative member of the PR & R Committee, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her principal or immediate supervisor and to the Superintendent by the Chairman of the PR & R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- C. The Committee agrees to deduct from teacher's salaries money for NEA and/or MTA services and programs as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies systematically to such Association or Associations. The procedures governing notification to the Committee, the frequency and manner of deduction, revocation of authorization, and the like will be similar to those set forth in Article XXIV regarding dues deduction, to the extent that those procedures are appropriate. It is expressly understood that any deductions, which a teacher may authorize the Committee to make from his/her earnings may be deducted in equal installments from each paycheck received by said teacher during the year.
- D. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- E. The Committee will, upon request, provide the Association with any documents excluding personnel files and privileged information which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- F. The Association will be provided with copies of minutes of official Committee meetings and all other printed materials that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of the

meeting and any attached documents will be given to the Association prior to said meeting.

- G. Copies of this Agreement will be printed no later than sixty (60) days from date of ratification by both sides on school materials at the Committees expense and that a copy be given to each teacher in the District and every member of the School Committee.
- H. If any provision of this Agreement or any application of the Agreement or any employee or group of employees should be found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- I. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- J. In accordance with Chapter 149 of the General Laws, Sections 173G-N, Commonwealth of Massachusetts, it will be unlawful for any employee covered by this Agreement to engage in, induce or encourage strike, work stoppage, slow down, or withholding of services by such employees.

Any employee engaging in such activity will be subject to such discipline as the School Committee may determine, including discharge; and if the Faculty Association by any of its officers sanction such activity, this Agreement or any part thereof may be terminated by the School Committee.

ARTICLE XXVI. SEVERANCE PAY

A. Upon written notice from the Teacher's Retirement Board all professional staff members who retire, while employed by the North Adams Public Schools, will be paid severance pay according to the following rates:

- a. Twenty dollars (\$20.00) per day for up to 299 days
- b. Twenty five dollars (\$25.00) per day for 300 + days

In accordance with the following provisions:

- 1. Twelve (12) sick leave days each school year. Sick leave days may be accumulated to a maximum of three hundred sixty (360) days.
 - 2. A minimum of fifteen (15) years of service to the North Adams Public Schools.
 - 3. Notification of retirement from the North Adams Public Schools will be given to the Superintendent of Schools as early as possible.
 - 4. If a professional staff member, without having submitted notification of retirement, but meeting all other requirements as provided herein should die, the severance pay due him/her will be paid to his/her estate.
- B. In the event of a reduction in force, bargaining unit members with at least fifteen (15) years of service who are ineligible for retirement with the Teacher Retirement Board may elect for a one-time separation severance benefit of ten dollars (\$10.00) per sick day, for a maximum of one hundred eighty days (180) sick days. Employees who elect to accept the separation severance benefit under this Section shall not have a restoration of sick leave upon exercising any recall rights.

ARTICLE XXVII. TEST SCORING

- A. The School Committee agrees to provide a budgetary allocation for the machine scoring of achievement tests, grades three through eight.

ARTICLE XXVIII. CURRICULUM COMMITTEE AND HEALTH AND SAFETY COMMITTEE

- A. A cross-district curriculum committee will be formed to review curriculum and recommend changes. The Association will seek teachers to volunteer for this committee. Unit members will be paid if work on behalf of this committee is required outside of school time. This committee will be established upon ratification of this labor agreement.
- B. The North Adams Teachers Association shall have the representative of its choice attend and participate in the City of North Adams Health and Safety Committee.

ARTICLE XXIX. REDUCTION IN FORCE

- A. The Committee retains to itself the right to reduce the number of teachers in its employ. Should the District reduce the number of professional employees, insofar as possible, the Superintendent will attempt to reduce the number of professional staff in the first instance through the attrition of members who retire or resign, provided, that there are qualified professional employees available who are capable of filling such positions.
- B. In the event the District reduces the number of teachers in the bargaining unit, the Superintendent will consider ability, qualifications, the teachers area of license, indicators of job performance, including overall ratings resulting from comprehensive evaluations consistent with M.G.L., c. 72, s.38 and the best interest of the students in the North Adams Public Schools; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards under said Section 38 and that are defined by the board as proficient or exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the target license area. If all of the above factors are equal, then the least senior teacher in the licensure area will be laid off first.
- C. Seniority will be determined by length of service, including paid leaves, in the North Adams Public Schools. Length of service shall be determined from the first and actual day of permanent employment as a teacher under contract.
- D. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position.
- E. A seniority list will be provided annually to the Association by 1 March. If the Association makes no challenge to this list by 15 March, it will remain in effect for that school year.
- F. The District will notify the Association of any contemplated position reductions prior to sending out reduction letters to bargaining unit members. The Association may request a meeting with Administration to discuss the contemplated reduction.
- G. Teachers with professional status who have been laid off will retain, for a period of twenty-four months from the date of lay-off, recall rights, in the event of a vacancy in any position for which they are certified.

- H. Principals will be directed to make every effort to give preference in employing as substitutes to those laid off teachers who are subject to recall and are certified in the area requiring a substitute.
- I. Any teacher with professional status who is laid off will, upon recall, be entitled to all of the benefits to which he/she was entitled prior to layoff, including, but not limited to, unused accumulated sick leave, seniority, tenure status, and position on the salary schedule.
- J. Seniority to Return to the Bargaining Unit:

If a member of the bargaining unit had PTS Status and left their position to work in an administrative position at the school, he/she does not have any seniority to displace a bargaining unit member except as required by law. In the event an administrator returns to a vacant position or a position which was held by a non-PTS teacher in the bargaining unit within three years, he/she shall have bargaining unit seniority reinstated plus the years served as an administrator.
- K. Reductions in Force shall not be used as a tool to layoff Educators for disciplinary reasons.
- L. A teacher's placement on the salary schedule shall not be a factor in the consideration of the best interests of students.

ARTICLE XXX. LONGEVITY

Annual longevity increment will be paid each teacher, at the discretion of the School Committee, but no later than 30 June of each school year, for service as a professional staff member in the North Adams Public Schools, in accordance with the following schedule:

All professional staff members presently receiving a longevity increment will continue to do so.

Longevity shall be as follows:

Years	Amount
31+	940
25-30	790
20-24	635
17-19	605
14-16	585

ARTICLE XXXI. RETELL

A teacher who completes the D.E.S.E. approved program for 45 hrs. will be given 3 credits towards moving horizontally on the salary schedule.

ARTICLE XXXII. JOINT MANAGEMENT COMMITTEE

The parties agree to establish a joint labor management committee. The committee will address issues and concerns raised by either party concerning working conditions which are not specifically covered by the terms of the collective bargaining agreement. The committee will meet upon the request of either party and will be scheduled as soon as the parties are available. The Superintendent will be the employer representative on the JLMC. The association may appoint five members to serve on this committee. Each party has the right to invite individuals to the meeting as may be necessary to give information relevant to the particular discussion. These meetings will not occur during the work time hours of the teachers and the teachers will not receive pay for these meetings.

ARTICLE XXXIII. DISCRIMINATION

It is the policy and intent of the North Adams Public Schools that no person shall be discriminated against because of age, race, color, sex, religion, national origin, gender identity, sexual orientation, disability or homelessness, but otherwise qualified individual.

ARTICLE XXXIV. DURATION

This Agreement will be effective as of 1st September 2017, and will continue and remain in full force and effect until the 31st of August 2020.

Should a successor agreement not be ratified by the parties prior to the expiration of this agreement, then this agreement shall remain in full force and effect until a successor agreement is ratified.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this, SIGNED BY THE NORTH ADAMS SCHOOL COMMITTEE AND THE NORTH ADAMS TEACHERS ASSOCIATION.

NORTH ADAMS
SCHOOL COMMITTEE

NORTH ADAMS
TEACHERS ASSOCIATION

Approved as to form and manner of execution this _____ day of _____, 2017.

City Solicitor

APPENDIX A – WAGE SCALE

Effective September 1, 2017:

Steps	BA	BA+24	BA+40/M	M+9	M+18	M+30	M+45	EDS/CAGS PHD
1	34,850	38,690	41,206	42,231	43,211	44,506	45,157	45,779
2	36,021	39,989	42,590	43,650	44,663	46,001	46,674	47,317
3	37,231	41,333	44,020	45,116	46,163	47,546	48,242	48,907
4	38,481	42,721	45,499	46,632	47,714	49,144	49,862	50,550
5	39,774	44,156	47,027	48,198	49,316	50,794	51,537	52,248
6	41,110	45,639	48,607	49,817	50,973	52,501	53,268	54,003
7	42,491	47,172	50,240	51,491	52,685	54,264	55,058	55,817
8	43,341	48,757	51,928	53,220	54,455	56,087	56,907	57,692
9		50,395	53,672	55,008	56,284	57,971	58,819	59,630
10		52,088	55,475	56,856	58,175	59,919	60,795	61,633
11		53,838	57,338	58,766	60,129	61,931	62,837	63,703
12		55,646	59,265	60,740	62,149	64,012	64,948	65,843
13		56,759	61,255	62,780	64,237	66,162	67,129	68,055
14			63,313	64,889	66,394	68,385	69,384	70,341
15			65,440	67,069	68,625	70,682	71,715	72,704
16			67,638	69,322	70,930	73,056	74,124	75,146
17			68,991	70,708	72,349	74,517	75,606	76,649

Longevity

Years	Amount
31+	940
25-30	790
20-24	635
17-19	605
14-16	585

Effective September 1, 2018:

Steps	BA	BA+24	BA+40/M	M+9	M+18	M+30	M+45	EDS/CAGS PHD
1	35,373	39,270	41,824	42,864	43,859	45,174	45,834	46,466
2	36,561	40,589	43,229	44,305	45,333	46,691	47,374	48,027
3	37,789	41,953	44,680	45,793	46,855	48,259	48,966	49,641
4	39,058	43,362	46,181	47,331	48,430	49,881	50,610	51,308
5	40,371	44,818	47,732	48,921	50,056	51,556	52,310	53,032
6	41,727	46,324	49,336	50,564	51,738	53,289	54,067	54,813
7	43,128	47,880	50,994	52,263	53,475	55,078	55,884	56,654
8	43,991	49,488	52,707	54,018	55,272	56,928	57,761	58,557
9		51,151	54,477	55,833	57,128	58,841	59,701	60,524
10		52,869	56,307	57,709	59,048	60,818	61,707	62,557
11		54,646	58,198	59,647	61,031	62,860	63,780	64,659
12		56,481	60,154	61,651	63,081	64,972	65,922	66,831
13		57,610	62,174	63,722	65,201	67,154	68,136	69,076
14			64,263	65,862	67,390	69,411	70,425	71,396
15			66,421	68,075	69,654	71,742	72,791	73,795
16			68,653	70,362	71,994	74,152	75,236	76,273
17			70,026	71,769	73,434	75,635	76,740	77,799

Longevity

Years	Amount
31+	940
25-30	790
20-24	635
17-19	605
14-16	585

Effective September 1, 2019:

Steps	BA	BA+24	BA+40/M	M+9	M+18	M+30	M+45	EDS/CAGS PHD
1	35,904	39,859	42,451	43,507	44,517	45,852	46,522	47,163
2	37,109	41,198	43,877	44,970	46,013	47,391	48,085	48,747
3	38,356	42,582	45,350	46,480	47,558	48,983	49,700	50,386
4	39,644	44,012	46,874	48,041	49,156	50,629	51,369	52,078
5	40,977	45,490	48,448	49,655	50,807	52,329	53,095	53,827
6	42,353	47,019	50,076	51,322	52,514	54,088	54,878	55,635
7	43,775	48,598	51,759	53,047	54,277	55,904	56,722	57,504
8	44,651	50,230	53,498	54,828	56,101	57,782	58,627	59,435
9		51,918	55,294	56,670	57,985	59,724	60,597	61,432
10		53,662	57,152	58,575	59,934	61,730	62,633	63,495
11		55,466	59,071	60,542	61,946	63,803	64,737	65,629
12		57,328	61,056	62,576	64,027	65,947	66,911	67,833
13		58,474	63,107	64,678	66,179	68,161	69,158	70,112
14			65,227	66,850	68,401	70,452	71,481	72,467
15			67,417	69,096	70,699	72,818	73,883	74,902
16			69,683	71,417	73,074	75,264	76,365	77,417
17			71,076	72,846	74,536	76,770	77,891	78,966

Longevity

Years	Amount
31+	940
25-30	790
20-24	635
17-19	605
14-16	585

An annual longevity increment will be paid each teacher, in accordance with Article XXX. LONGEVITY, for years of service as a professional staff member in the North Adams Public Schools.

APPENDIX B

SALARY DIFFERENTIALS

Effective 1 September 2017 - 31 August 2020

Team Leaders, High School	\$2,500 + \$200 per person supervised
STEM Team Leader	
Humanities Team Leader	
Arts and Movement Team Leader	
7-8 Academy Team Leader	
Dean of Students	\$3,760
Director of Curriculum and Instruction (Drury)	\$5,366
Head Teachers, Elementary	\$1,935
Head Guidance Counselor	\$540
High School Summer School	\$32 per hour
Special Education Coordinators	\$1,935
Safety Liaison	\$2,400
District Head School Adjustment Counselor	\$1,935
Service Learning Coordinator	\$1,935

APPENDIX C

COACHES, HIGH SCHOOL Effective 1 September 2017

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Football, Head	3,450	3,624	3,770	3,877	3,971
Football, Assistant	1,930	2,085	2,246	2,405	2,566
Basketball, Head	3,450	3,624	3,770	3,877	3,971
Basketball, Assistant	1,930	2,085	2,246	2,405	2,566
Baseball, Head	3,450	3,624	3,770	3,877	3,971
Baseball, Assistant	1,930	2,085	2,246	2,405	2,566
Softball, Head	3,450	3,624	3,770	3,877	3,971
Softball, Assistant	1,930	2,085	2,246	2,405	2,566
Soccer, Head	3,450	3,624	3,770	3,877	3,971
Soccer, Assistant	1,930	2,085	2,246	2,405	2,566
Track, Head	3,450	3,624	3,770	3,877	3,971
Track, Assistant	1,930	2,085	2,246	2,405	2,566
Cross Country	3,450	3,624	3,770	3,877	3,971
Golf	1,930	2,085	2,246	2,405	2,566
Tennis	3,450	3,624	3,770	3,877	3,971
Coordinator of Athletics	4,466				

APPENDIX D

EXTRA-CURRICULAR, HIGH SCHOOL Effective 1 September 2016

High School Choral Director	1152
Seventh Grade Class Advisor	577
Eighth Grade Class Advisor	577
Ninth Grade Class Advisor	577
Sophomore Class Advisor	577
Junior Class Advisor	577
Senior Class Advisor(2)	960
Yearbook Advisor	1,152
Newspaper Advisor	538
Student Council Advisor	766
DSAA Treasurer	1,826
Bandmaster	3,465
Cheerleader Advisor	2,531
Webmaster	450
Academic Decathlon	880
SPIRIT Advisor	799
JABOP Advisor	598
AP Test Coordinator	456

Appendix E

NORTH ADAMS TEACHER EVALUATION SYSTEM

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1. Purpose of Educator Evaluation

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.

A. 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; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03
- E. Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
 - F. 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 for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - 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 for Educators with PTS who are rated overall needs improvement on their evaluation.
 - iv. Improvement Plan shall mean a plan developed by the Evaluator of no less than 90 instructional days and no more than a year for Educators with PTS who are rated unsatisfactory *after completing a direct growth plan* with goals specific to improving the Educator’s unsatisfactory performance.
 - G. ESE: The Massachusetts Department of Elementary and Secondary Education.
 - H. Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (“formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
 - I. Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation 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.
- J. 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.
- K. Experienced Educator: An educator with Professional Teacher Status (PTS)
- L. Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M. Formative Assessment/Evaluation: The process used to assess/evaluate 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.
- N. 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.
- O. Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- P. Multiple Measures of Student Learning: Measures must include a combination of classroom, district assessments, student growth percentiles on state assessments, if state assessments are available.
- Q. Non-Professional Teacher Status: A Non-PTS Educator is anyone in their first three years of teaching for the North Adams Public Schools.

- R. Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work.
- S. Parties: The parties to this agreement are the local school committee and the North Adams Teachers Association (“the Association”).
- T. Performance Rating: Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- i. 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 may be asked to serve as a model of practice on that standard district-wide.
 - ii. Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - iii. 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.
 - iv. 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.
- U. 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.
- V. Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41 .
- W. 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.
- X. 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)

Y. 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

AA. 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.

BB. 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.

CC. 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.

3. Evaluators

- A. Primary evaluators include the superintendent, district administrators, and principals.
- B. Supervising evaluators for professional status teachers on self-directed growth plans may include Head Teachers, Team Leaders, Deans, Directors, Assistant Principals and Coordinators. For teachers not of professional status, and for professional status teachers not on self-directed growth plans, the supervising evaluator shall be the primary evaluator.
- C. 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.
- D. At the beginning of the evaluation cycle, an educator may request in writing to the building principal a different evaluator than the person assigned to them. Building principal retains sole discretion with regard to assignments of evaluators, and any decision regarding a change in Evaluator.

4. Evidence Used In Evaluation

- A. The following categories of evidence SHALL be used in evaluating each Educator:
 - i. 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
 - ii. Measures of teacher progress and/or achievement toward professional practice goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan
 - iii. Unannounced observations of practice
 - iv. 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

5. A total of twelve evidence items per educator representing early, formative and summative evidence for a total of three evidence items for each goal and three for standards not readily observed by the evaluator (i.e. Standard III: Family and Community Engagement and Standard IV: Professional Culture).
 - The Formative Assessment Report should include early and formative evidence for a total of 8 items.
 - The Summative Assessment Report should include four final items of evidence, for a total of twelve items, related to goals and standards.
 - A. The following categories of evidence MAY be used in evaluating each Educator:
 - i. Artifacts of practice (such as Educator work products, student work sample) regarding the four standards in the evaluation rubric:

Standard 1: Curriculum, Planning and Assessment Standard 2:
Teaching All Students

Standard 3: Family and Community Engagement Standard 4:
Professional Culture
 - B. Measures of student progress on classroom assessments and/or the Educator’s contribution to student learning, growth, and achievement submitted by the Educator.
 - C. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent. See definition: Categories of Evidence.

6. Rubric

- A. The rubrics are a tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation
- B. Rubrics for Classroom Teachers and Specialized Instructional Support Personnel (see Appendix A) will be utilized as the basis for evaluation as determined by the Educator’s position, at the discretion of the district.
- C. Those Educators whose positions (for example, Instructional Coaches, Adjustment and Guidance Counselors, School Psychologist, Speech and Language Pathologists, Librarian, Deans, Coordinators, Technology Integration/Autism Specialist) are not well described by either of these two rubrics will work with their evaluator to develop an appropriate rubric by October 15, 2016, or the earliest possible date thereafter.
- D. Educators will be notified in writing of the rubric that applies to his/her position at the beginning of each evaluation cycle.

7. Evaluation Cycle: Training

- A. 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 supplement orientation of Educators hired after the beginning of the school year.
 - iv. Educators hired after the annual training shall be provided an overview and forms within four weeks of their hire date.

- B. Evaluators will be provided with ongoing training through each school year to establish and maintain consistent and effective evaluator practice. Trainings will include peer review of observations and evaluation reports based on collected evidence to support consistency in quality of feedback, rating, and analysis of evidence.

- C. By October 15th all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after October 15th, and before January 1st, and, who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within two months of their training. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

8. Evaluation Cycle: Self-Assessment & Goal Setting

- A. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing (See form in Appendix B.)
 - ii. The self-assessment includes:
 - 1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

2. A self-assessment of practice against each of the four Performance Standards informed by the Educator's most recent evaluation report.
 - iii. The district faculty meeting on the third Tuesday in September will be devoted to the self-assessment and goal setting.
- B. Goal Setting & Educator Plan Development
- i. Each Educator will use his/her Self-Assessment to inform the development of annual goals.
 - ii. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice (i.e. the Professional Practice Goal); and one goal for the improvement of student learning (i.e. the Students Learning Goal).
 - iii. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
 - iv. 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 Section 13 for more on Educator Plans.
 - v. Educators will be provided time to engage in the goal setting process and to develop Educator Plans during collaborative planning time, faculty meetings or professional development days.
 - vi. Time provided as referenced above will not interfere with preparation time or Educator lunch.
 - vii. 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.
 - viii. An Educator in his/her second or third years of practice (those who hold Initial licenses) should continue to address induction and mentoring goals pursuant to 603 CMR 7.12.
 - ix. Educators with PTS and ratings of needs improvement or unsatisfactory will meet with each Educator by October 15 to develop professional

practice goal(s) that address specific standards and indicators identified for improvement.

- x. The district will issue annual guidance to assist Educators in the development of SMART goals that align with school and district improvement priorities as well as promote each Educator’s personal growth. This guidance will make clear that SMART goals should be challenging, yet reasonable, and that the expectation of the district is that each educator make reasonable progress toward attaining their goals as evidenced through the completion of activities in their Educator Plans. Attainment of SMART goals is not a requirement for receipt of an overall performance rating of “proficient” in a Formative or Summative Evaluation.
- xi. Educator Goals/Plan document should be submitted by Educators to Evaluators by October 15th. (See form in Appendix B.)
- xii. If the Goals/Plan document needs revision, the Evaluator will inform the Educator in writing of needed revisions and/or meet with the Educator to revise the goals between October 16th and October 29th. All revisions should be completed by October 30th.
- xiii. Evaluators will approve and sign Goals/Plan document by October 31st, or when they are of acceptable quality as soon as possible thereafter.

9. Observations

A. Non-PTS Educators in the first year of practice :

- i. The Educator shall have at least TWO ANNOUNCED observations during the school year using the protocol described below in section 8.I.
- ii. The Educator shall have at least TWO UNANNOUNCED observations during the school year using the protocol described below in section 8.H.

B. Non-PTS Educators in their second and third years of practice:

- i. The Educator shall have at least TWO UNANNOUNCED observations during each school year using the protocol described below in section 8.H.

C. PTS Educators whose overall rating is proficient or exemplary

- i. The Educator shall have TWO UNANNOUNCED observations during each year of evaluation cycle using the protocol described below in section 8.H.
- ii. Teachers may request the evaluator make an announced observation to take place at a mutually agreeable time. Further, upon mutual agreement, this observation may serve to take the place of an observation referenced in 8.C.i.

D. PTS Educator whose overall rating is needs improvement

- i. The Educator shall be observed according to the Directed Growth Plan during the period of Plan which must include at least TWO UNANNOUNCED observations using the protocol described below in sections 8.H.

E. PTS Educator whose overall rating is unsatisfactory

- i. The Educator shall be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be no fewer than ONE ANNOUNDED AND FOUR UNANNOUNCED observations using the protocols described below in sections 8.H and 8.I.

F. The Evaluator's first observation of the Educator should take place by November 15 for non-PTS teachers and December 15 for teachers with PTS.

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

H. Unannounced Observations

- i. Unannounced observations will be at least ten minutes long, or shorter by mutual agreement. Evaluators will exercise professional judgment in both scheduling and in framing them within the context of the school day and year. The context will be addressed in the post-observation meeting or report, and evaluation when appropriate or meaningful.
- ii. Any observation conducted by a district team or colleagues in fulfillment of district initiative designed to enhance professional development, collegiality and professional learning communities will not be considered evaluative or evidence.

- iii. Each educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.
- iv. The Evaluator shall signify that she/he is conducting an unannounced observation by making his/her presence and intent known visually or verbally, or after the observation by mutual agreement.

I. Announced Observations:

- i. All non-PTS educators in their first year in the school, PTS educators on Improvement Plans shall have at least one Announced Observation:
- ii. 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.
- iii. Within five school days of the scheduled observation, upon request of either the Evaluator or Educator, both 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.
- iv. Non-PTS Educators and Educators on Improvement Plans shall have a pre-observation conference including the following:
 - 1. 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.
- v. 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 Educator as soon as reasonably practical.

J. Post-Observation

- i. The Educator will be provided with written feedback on the Observation Report Form (see Appendix B) from the Evaluator within ten school days of the observation.
- ii. The Observation Report shall be delivered to the Educator by email.

- iii. The Educator may respond to the Observation Report in writing within five days by signing and returning the Observations Report to the Evaluator.
- iv. Failure to respond to the Observation Report within five days will be considered acceptance of the Observation report as originally written.
- v. If no Observation Report is provided by the Evaluator within ten days of the observation, then results from that observation cannot be included as evidence in the evaluator's formative or summative evaluation of the teacher's performance.
- vi. If the Evaluator has concerns about the Educator's performance based on an observation
 - 1. The Evaluator and Educator shall meet within three school days of the observation for a post-observation conference This time frame may be extended due to unavailability on part of either the Evaluator or Educator, but shall be rescheduled within 24 hours if possible.
 - 2. The Evaluator shall include in the written Observation Report feedback that:
 - a. Describes the basis for the Evaluator's judgment.
 - b. Describes actions the Educator should take to improve his/her performance.
 - c. Identifies support and/or resources the Educator may use in his/her improvement.
 - 3. In addition to the observations outlined in Section 8.A through 8.E, there must be at least ONE follow up UNANNOUNCED observation within twenty school days.

10. Evidence for Determining Formative and Summative Ratings: General

- A. It is the responsibility of both Educators and Evaluator to collect evidence that will inform evaluation cycle ratings.
- B. Evidence other than Observation Reports that is collected by the Evaluator shall be shared with the Educator at least twenty days prior to the Educator's deadline for the submission of artifacts of practice.

- C. Evidence other than Observation Reports that is collected by the Evaluator that is indicative of less than proficient performance shall be shared with the educator within ten school days .
- D. At the time of Formative Assessments and Formative Evaluations, the Evaluator will make clear to the Educator in the report the SMART goals or Standards of practice for which insufficient evidence exists to demonstrate significant progress toward goals or proficient performance on the standard.
- E. At the time of the Summative Evaluation, it is the responsibility of the Educator to insure that sufficient evidence has been provided to the Evaluator to adequately reflect both progress towards SMART goals, and performance on the four Standards of Effective Practice.
- F. With the consent of individual Educators, the district will post electronically and have available in hard copy within each school building and at central office guidance and/or samples of evidence that meet the standard for demonstrating proficient practice on each of the four Standards of Effective Practice.
- G. With the consent of individual Educators, the district will post electronically and have available in hard copy within each school building and at central office guidance and/or exemplars that demonstrate significant progress toward the attainment of SMART goals.

11. Evaluation Cycle: Formative Assessment for Educators on One-Year Educator Plans

- A. Formative Assessment may be ongoing throughout the one-year evaluation cycle but typically takes place 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 11, below.
- B. No later than February 15th the Educator shall provide to the Evaluator artifacts demonstrating progress toward professional practice and student learning goals. The Educator may provide to the evaluator additional artifacts related to the Educator's practice regarding the four Performance Standards.

- C. The Formative Assessment report will be completed by the Evaluator and e-mailed to the Educator by March 1st, and 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 an overall rating.
- D. 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.
- E. The Educator may reply in writing to the Formative Assessment report within five school days of receiving the report. Failure to respond within this period indicate acceptance of the contents of the report.
- F. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

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 at the end of the first year of the two year cycle.
- B. By June 1, the Educator shall provide to the Evaluator artifacts demonstrating progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional artifacts related to the educator's practice in reference to the four Performance Standards.
- C. 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, with specific attention to evidence still needed to demonstrate proficient performance on the four Standards (see Section 12). Unless there is evidence of a significant change in performance from the Educator's last Summative Evaluation, the ratings for the individual Standards and the overall rating will remain the same as for the most recent Summative Evaluation.
- D. The Evaluator shall complete the Formative Evaluation report and provided to the Educator by June 1st.

- 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 by June 15th, and will be considered part of the Formative Evaluation Report. Failure to respond by June 15th shall be considered agreement with the contents of the report.
- G. If the overall rating in the Formative Evaluation report is not at least proficient the Evaluator may place the Educator on a directed growth plan for the following year.

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 schoolboy June 15th.
- B. By June 1, the Educator will provide to the Evaluator artifacts demonstrating progress on attaining professional practice and student learning goals and may submit evidence of the educator's performance against the four Performance Standards.
- C. 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. In order to rate an Educator "proficient" or "exemplary" on any standard, the Evaluator must have evidence related to each standard. Evidence may be used for more than one standard. Though both the Educator and Evaluator will collect evidence, it is the responsibility of the Educator to insure that sufficient evidence is available to the Evaluator.
- D. The professional judgment of the Evaluator shall determine rating on progress toward goals, ratings on each performance standard, and the overall summative rating that the Educator receives.
- E. In the event that an Educator does not agree with the Evaluator's overall summative rating, based on the evidence and guidance available to the Evaluator, the educator may file a grievance.

- F. For an Educator whose overall performance rating is exemplary or proficient, 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 Evaluator, the superintendent's decision on the rating shall not be subject to review.
- G. The summative evaluation rating must be based on evidence from multiple categories of evidence (see p. 61).
- H. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on Standard I (Curriculum, Planning and Assessment) and Standards II (Teaching All Students) of rubric of Standards of Effective Teaching Practice for the Educator's position.
- I. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- J. The Evaluator shall meet with the Educator with an overall rating of needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 15th.
- 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 at a time of mutual convenience.
- 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 may reply in writing to the Summative Evaluation report by June 15th, and will be considered part of the Summative Evaluation Report. Failure to respond by June 15th shall be considered agreement with the contents of the report.
- N. A copy of the final Summative Evaluation report shall be filed in the Educator's personnel file.
- O. If after consistent feedback through observations, artifacts, and discussion, there is documented evidence that teacher continues to be rated overall needs improvement, the evaluator may place the teacher on a directed growth plan for the following year

or on an improvement plan for a year in the unlikely event that the teacher is rated overall unsatisfactory.

14. Educator Plans

A. The Developing Educator Plan

- i. For all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- ii. Educators with PTS who are teaching a different grade or subject may be assigned a Developing Educator Plan by the Evaluator for their first year in the new position and may be assigned a mentor. Upon being deemed proficient or exemplary , the educator shall be moved to the self-directed plan
- iii. The Educator shall be evaluated at least annually.

B. Self-Directed Growth Plan

- i. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after the implementation of the rating of impact on students learning, 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.
- ii. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after the implementation of the rating of impact on students learning, 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

C. Directed Growth Plan

- i. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- ii. The length of the plan shall be one full school year.
- iii. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

- iv. 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 15th.
- v. 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.
- vi. 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 of a period of time the teachers could reasonably be expected to accomplish the goals of the plan, but not less than 90 instructional days and no more than one school year.
- vii. The Educator will be notified that they have a right to have a representative of the Employee Organization/Association attend the meeting(s).

D. Improvement Plan

- i. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory in the previous year's Directed Growth Plan or whose overall rating on a Summative Evaluation of a Self-Directed Growth Plan is unsatisfactory.
- ii. 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 overall unsatisfactory on an Improvement Plan of no less than 90 instructional days and no more than one year following the summative evaluation on a directed growth plan, or for one full school year for the educator whose practice was rated overall unsatisfactory as the result of a summative evaluation while on a self-directed plan. 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, if mutually acceptable. However, this shall not be included in the lengths of time referenced above. The District may pay the cost, if any, of any course, conference or other activity agreed upon by the parties.
- iii. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

- iv. An Educator on an Improvement Plan shall be assigned an Instructional Coach (see definitions). The Instructional Coach is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- v. 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.
- vi. The Improvement Plan process shall include:
 - 1. Within ten school days of notification to the Educator 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 in consultation with the Educator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - 2. The Educator will be notified that they have a right to have a representative of the Employee Organization/Association attend the meeting(s).
- vii. The Improvement Plan shall:
 - 1. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - 2. Describe the activities and work products the Educator must complete as a means of improving performance;
 - 3. Describe the assistance that the district will make available to the Educator;
 - 4. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - 5. 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);

6. Identify the individuals assigned to assist the Educator which must include minimally the Evaluator, the Instructional Coach, and other individuals agreed upon by the parties.
 7. Include the signatures of the Educator and Evaluator.
 8. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator agrees to fulfill the terms of the plan.
- viii. Decision on the Educator's status at the conclusion of the Improvement Plan.
1. 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.

15. 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 an overall 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 whose impact on student learning is rated moderate or high, shall 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.

16. Using Student feedback in Educator Evaluation

- A. In accordance with 603 CMR 35.07(1) (c) (2), the parties agree that student feedback may be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality.

17. Using Staff feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1) (c) (2), the parties agree that student feedback may be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect staff confidentiality.

18. General Provisions

- A. 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.

- B. Ancillary responsibilities will not be included within an educator's evaluation unless there is an egregious act performed by the educator, or by mutual agreement.
- C. Violations of this agreement are subject to the grievance and arbitration procedures.
- D. The contents of all observations, formative assessment reports, and formative and summative evaluation reports shall be kept within the employee personnel files. All contents of evaluations shall be kept confidential except from appropriate administrators, those with a legal right to access, and the specific employee. The employee may give permission to allow other individuals access.

**Attachment: Sub-Appendix A
Educator Evaluation – Teacher Rubric (Full Rubric)**

Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards-Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/ local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.

I-A-4. Well-Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.
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Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	Individually and with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback on student performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback about performance beyond grades but rarely shares strategies for students to improve their performance toward objectives.	Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. Is able to model this element.

Standard II: Teaching All Students. *The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

Indicator II-A. Instruction: Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.				
II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently defines high expectations for quality work and effort and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports students to identify strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Models these skills for colleagues.

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.				
II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this practice.

Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific academic and behavior expectations clear to students.	May announce and post classroom academic and behavior rules and consequences, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-3. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.

Standard III: Family and Community Engagement. *The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides parents with clear, user-friendly expectations for student learning and behavior.	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.
III-B-2. Curriculum Support	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

Standard IV: Professional Culture. *The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.				
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.				
IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

NEW Focus elements below to be added to the above in 2016-17

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards-Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/ local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.

II. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.

II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
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ATTACHMENT: Sub-Appendix B – Forms For Educator Use Only

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____



Self-Assessment Form

Name/Title/Role in evaluation: _____

School(s): _____

Part 1: Analysis of Student Learning, Growth, and Achievement

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

[603 CMR 35.06 \(2\)\(a\)1](#)

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Self-Assessment Form



Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or elements, or span multiple Indicators or elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.

[603 CMR 35.06 \(2\)\(a\)2](#)

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

NAPS Educator SMART Goals and Educator Plan

Educator's Name & Title:

Date:

Each Educator must propose at least one Student Learning Goal and one Professional Practice Goal. You are free to propose additional goals if you desire. Please add as many action steps as are needed to help you progress toward your goals. Progress benchmarks should be data points you will track during the school year to chart progress toward your goal. You should have at least one progress benchmark, and may add as many as you like. Please complete this form, and e-mail or deliver it to your evaluator by October 15th , along with your Self-Assessment form.

Professional Practice Goal(s)

Goal 1:

Action Steps:

- 1.
- 2.

Progress Benchmarks:

- 1.
- 2.

Student Learning Goal(s)

Goal 1:

Action Steps:

- 1.
- 2.

Progress Benchmarks:

- 1.
- 2.

Educator's Signature

Date

TO BE COMPLETED BY THE EVALUATOR

Educator Plan Type

- One Year Developing Educator Plan (for non-professional status teachers)
- One Year Directed Growth Plan (for teachers whose last overall formative or summative evaluation rating was “needs improvement”)
- Two Year Self-Directed Growth Plan
- Improvement Plan for _____ Days (may be 90 days to 180 days)

At the end of the current school year the Educator will be due for a

- Formative Evaluation
- Summative Evaluation

Evaluator’s Signature

Date

Attachments to the Contract



Observation Report

Educator—Name/Title:

Observer—Name/Title:

School/Grade/Subject

Observation Announced? (Y/N) Observation Date: Observation Time- In/Out:

Observation Location (e.g., classroom, grade-level meeting, etc.):

Observation Evidence <i>What did the educator and students say and do?</i>	Aligned Indicator

Feedback to the Educator

Standards and Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum and Planning I-B. Assessment I-C. Analysis	II-A. Instruction II-B. Learning Environment II-C. Cultural Proficiency II-D. Expectations	III-A. Engagement III-B. Collaboration III-C. Communication	IV-A. Reflection IV-B. Professional Growth IV-C. Collaboration IV-D. Decision-making IV-E. Shared Responsibility IV-F. Prof. Responsibilities

Provide the educator with a hard copy or electronic version of the completed form. Educator may comment below:

Educator comments (optional):

Educator Signature _____ Date: _____

**For Educators to summarize
and analyze evidence regarding
SMART goal and/or performance
against Standards I to IV**

Educator Collection of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Evidence pertains to (check all that apply)¹:

- Fulfillment of professional responsibilities and growth
- Evidence of outreach to and ongoing engagement with families
- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)

Other: _____

Summary of Evidence	
<i>Summarize the evidence compiled to be presented to evaluator with a brief analysis. Box below will expand with typing , or attach additional pages as needed if handwritten.</i>	

Signature of Educator _____ Date _____

Per [603 CMR 35.07\(1\)\(c\)1](#), “Evidence compiled and presented by the educator includ[es]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families.” However, educator collection of evidence is not **limited** to these areas.

Signature of Evaluator _____ Date _____

Attachment(s) included

Formative Assessment Report Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Assessing²:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Describe current level of progress and feedback for improvement. Attach additional pages as needed.

Progress Toward Professional Practice Goal(s)

Describe current level of progress. Attach additional pages as needed.

¹ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress toward attaining goals set forth in Educator Plans, performance on Performance Standards, or both.

Formative Assessment Report Form



Educator—Name/Title: _____

Performance on Each Standard <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>	
I: Curriculum, Planning, & Assessment	
II: Teaching All Students	
III: Family & Community Engagement	
IV: Professional Culture	

The educator shall have the opportunity to respond in writing to the formative assessment as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.

Signature of Evaluator _____

Date Completed: _____

Signature of Educator* _____

Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Summative Evaluation Report Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Current Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Progress Toward Student Learning Goal(s) <i>Attach additional pages as needed.</i>				
<input type="checkbox"/> Did not meet	<input type="checkbox"/> Some progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
<u>Rationale, evidence, and feedback for improvement:</u>				
Progress Toward Professional Practice Goal(s) <i>Attach additional pages as needed.</i>				
<input type="checkbox"/> Did not meet	<input type="checkbox"/> Some progress	<input type="checkbox"/> Significant Progress	<input type="checkbox"/> Met	<input type="checkbox"/> Exceeded
<u>Rationale, evidence, and feedback for improvement:</u>				

Summative Evaluation Report Form

Educator—Name/Title: _____

Rating on Each Standard				
I: Curriculum, Planning, & Assessment	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> 				
II: Teaching All Students	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> 				
III: Family & Community Engagement	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> 				
IV: Professional Culture	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> 				

Summative Evaluation Report Form

Educator—Name/Title: _____

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

The educator shall have the opportunity to respond in writing to the summative evaluation as per [603 CMR 35.06\(6\)](#) on the Educator Response Form.

Signature of Evaluator _____

Date Completed: _____

Signature of Educator* _____

Date Received: _____

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

Evaluation Tracking Sheet - Optional



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation: _____

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Plan Duration: Two-Year One-Year Less than a year _____

Evaluation Step	Date(s)
Educator Plan development completed	
<input type="checkbox"/> Formative Assessment conference, if any ³ <input type="checkbox"/> Formative Evaluation conference, if any ⁴	
<input type="checkbox"/> Formative Assessment Report <input type="checkbox"/> completed Formative Evaluation	
Educator response, if any, received by evaluator ⁶	
Summative Evaluation conference, if any	
Summative Evaluation Report completed	
Educator response, if any, received by evaluator	

3 As per the Massachusetts Model System for Educator Evaluation Contract Language, evaluation conferences are required for ratings of Needs Improvement and Unsatisfactory, but conferences may be requested by either the educator or evaluator for any Educator Plan. The conference may occur before or after the Report is completed; the sequence in the above table does not denote required chronological order.

4 Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

5 The educator’s formative evaluation rating at the end of the first year of the two-year cycle shall be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In such a case, the rating on the formative evaluation may change. Assigning ratings is optional during Formative Assessment.

6 An educator may provide written comments to the evaluator at any time using the Educator Response Form, but 603 CMR 35.06 ensures that educators have an opportunity to respond to the Formative Assessment, Formative Evaluation, and Summative Evaluation in writing.

Evaluation: Sub-Appendix C

REVISED 2017 Timelines for Educator Evaluation

One year plans (non-PTS teachers and PTS teachers on Directed Growth Plans)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process and to develop SMART goals	<i>September 30</i>
Educators may request meeting with evaluator to discuss the development of self-assessment/SMART goals/Educator Plan	<i>Prior to October 15</i>
Educator submits educator plan and proposed goals	<i>October 15</i>
Evaluator reviews and signs off on Goals/ Educator Plan	<i>October 30</i>
Evaluator should complete first observation of each Educator	<i>November 15</i>
Educator submits evidence on progress toward SMART goals (and evidence related to the Standards of Practice)	<i>February 15th</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>March 1st</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>Within 5 school days of receiving the report</i>

Educator submits evidence on the Standards of Practice and progress toward SMART goals	<i>May 15</i>
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Evaluator completes Summative Evaluation Report	<i>June 1st</i>
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	<i>June 15th</i>
Evaluator meets with Educators whose ratings are proficient or exemplary if requested	<i>At a time of mutual convenience</i>

Educators with PTS in FORMATIVE Evaluation Year

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process and to develop SMART goals	<i>September 30</i>
Educators may request meeting with evaluator to discuss the development of self-assessment/SMART goals/Educator Plan	<i>Prior to October 15</i>
Educator submits educator plan and proposed goals	<i>October 15</i>
Evaluator reviews and signs off on Educator Plan	<i>October 30</i>

Evaluator should complete first observation of each Educator	<i>December 15</i>
Educator submits evidence on the standards of practice and progress toward SMART goals	<i>June 1st</i>
Evaluator completes Formative Assessment Report Form	<i>June 15th</i>
Educator signs Formative Assessment Report and submits a response if desired	<i>June 15th</i>
Educator or Evaluator may request meeting to discuss the Formative Assessment Report	<i>At a time of mutual convenience</i>

Educators with PTS in SUMMATIVE Evaluation Year

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process and to develop SMART goals	<i>September 30</i>
Educators may request meeting with evaluator to discuss the development of self-assessment/SMART goals/Educator Plan	<i>Prior to October 15</i>
Educator submits educator plan and proposed goals	<i>October 15</i>
Evaluator reviews and signs off on Educator Plan	<i>October 30</i>

Evaluator should complete first observation of each Educator	<i>December 15</i>
Educator submits evidence on the standards of practice and progress toward SMART goals	<i>June 1st</i>
Evaluator completes Summative Evaluation Report Form	<i>June 15th</i>
Educator signs Summative Evaluation Report and submits a response if desired	<i>June 15th</i>
Educator or Evaluator may request meeting to discuss the Summative Evaluation Report	<i>At a time of mutual convenience</i>

Separate Agreement
Faculty & Staff Rules for Acceptable Use

A. Introduction

The North Adams Public Schools (also the "District" elsewhere in this document) is committed to providing a robust information technology environment to support its students and faculty in the pursuit of their academic and instructional objectives. The North Adams Public Schools makes available a range of information technology resources which are intended to be used for educational and professional purposes and in accordance with the mission of the North Adams Public Schools. Professional purposes refer to those tasks and requirements for fulfilling professional duties as related to working at the North Adams Public Schools. All those who use the information technology resources at the North Adams Public Schools must comply with the written policies covering their use as well as the "spirit and intent" of those policies.

B. Network and Computing Facilities Provided by the North Adams Public Schools

• **Email**

Email allows employees to communicate with people from within our district and throughout the world.

• **World Wide Web**

The Web provides access to a wide range of information in the form of text, graphics, photographs, video, and sound, from throughout the world. The Web is a valuable research and publishing tool.

• **Telnet**

Telnet allows the user to log in to remote computers.

• **File Transfer Protocol (FTP)**

FTP allows users to download large files and computer software by the Network Administrator.

• **Local Area Network**

Desktop computers are connected to local file servers to enable users to easily store and share files and share resources.

- **Software**

A full suite of personal productivity software (word processor, spreadsheet, database, email, web browser, desktop security) is available on every networked computer in the District. Other software, including curriculum specific software is widely available on various computers throughout the District.

- **Peripherals**

Printers, digital cameras, scanners, and projection devices are provided as widely as possible throughout the District for student and staff use.

C. Appropriate Use

Appropriate use of the network and computing facilities include those uses that support

- Instruction
- Independent Study
- Research
- Career or Professional-Development Activities
- Official Work of the Offices and Departments of the North Adams Public Schools
- Limited High-Quality Self Discovery / Exploration
- Appropriate casual use is acceptable, as long as it does not violate any provision contained in this policy.

D. Inappropriate Use

There are unacceptable uses of the District computing facilities and network. Inappropriate uses can be classified into two categories: illegal and prohibited. Examples of illegal and prohibited activities follow. This list is not to be viewed as comprehensive, but instead as explanatory. The North Adams Public Schools are responsible to refer any and all illegal activities to the appropriate law enforcement agency. Illegal uses include: *obscenity, libel, threats, hate postings, sexual harassment, and copyright violations*. Prohibited activities are based on the intended use of the instructional network and computing facilities. Therefore, examples of prohibited activities are: *pornography, profanity, plagiarism, commercial use, political lobbying and anonymous messages*.

Employee violations of the Staff Acceptable Use Policy will be referred to the appropriate supervisory personnel.

Examples of inappropriate activities include (but are not limited to):

- **Commercial Use**

THE DISTRICT computing facilities should not be used for commercial services, defined as "offering or providing products or services."

- **Political Lobbying**

The use of a District system by District employees for political activities for a candidate or fundraising for a candidate will be considered unacceptable.

- **Obstructing or Disrupting Computing Facilities**

Any activity that intentionally obstructs or hinders network traffic, network resources, or desktop security is prohibited. Such actions are illegal. Activities included in this category are any that harm other people, damage the computer, network, or information that belongs to someone else.

- **Accessing Improper Material**

Use of the District computing facilities to access material that is profane, vulgar, or obscene (pornography), that advocates or condones the commission of unlawful acts (illegal), or that advocates or condones violence or discrimination towards other people (hate literature) is prohibited.

When a site that might implicate one of the above improper material sites is accessed for educational purposes it must be documented in the curriculum and approval from the Principal and/or Director of Curriculum and Instruction and/or Team Leader must be obtained. (In other words, one of the preceding needs to be made aware of any internet research that might occur.)

- **Accessing the Files of Others**

Any attempt to access the files of another individual is strictly prohibited. This includes attempting to log in through another person's account or accessing another person's "private" files. These actions are illegal, even if only for the purposes of "browsing." It is recognized that colleagues often need to share work. There are shared directories for this purpose, and staff is encouraged to use these shared locations when they want to share a "non-private" file with others. However, the District has the right to access any files at any time when deemed necessary by the Superintendent or by local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted using the District system.

- **Etiquette**

Activities that are prohibited under general computing and network etiquette include viewing, sending, or displaying offensive messages or pictures, or wasting limited resources such as disk space or printing capacity.

- **Sharing Accounts or Passwords**

Your network login and password are for your own individual use. Do not share your account or password with anyone. If you suspect that someone may have obtained your

password, notify the Network Administrator immediately. Conversely, using someone else's password to access services or data is also a violation of policy, regardless of how the password was obtained. Do not use anyone else's password, account, or email.

• **E. Privacy**

The information systems of the North Adams Public Schools and the files that reside on the computers are the property of the North Adams Public Schools. Therefore, there is only a limited expectation of privacy within the network, just as there is for any storage facility in the schools. The District has the right to examine all data stored on computers or disks which are the property of the District to ensure that users are in compliance with these regulations.

Individuals should be aware that our computing systems do generate logs of the activities of users including login and logout times, web sites accessed, software launched, etc. Routine maintenance and monitoring of the system and these logs may lead to discovery that a user has or is violating the Faculty & Staff Rules for Acceptable Use Policy, or the law. Please be aware that any misuse (as outlined in this document) of the computing facilities provided by the North Adams Public Schools will be referred to the appropriate supervisory personnel.

Email is simply another system resource. It is data that is stored on District computers, and is regularly backed up to tape. Under normal circumstances, system administrators will not access anyone's email. However, it should be noted that email are not private files, and may be read by authorized information system management personnel when deemed necessary by the Superintendent or by local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted using the District system.

F. Email Use

Please do not overload the communications servers and please do not abuse your communications privileges. Email is a fast, convenient form of communication. However, the following list represents email activities which are prohibited and/or discouraged.

North Adams Public Schools Email Guidelines:

- **Chain Email Letters:** Forwarding chain email is a violation of THE DISTRICT computing policy. Phrases in the subject line can usually identify chain email, such as "Forward - do not delete," "don't break the chain," etc. Some chain emails promise good luck, promise easy money, tell stories and ask for help, or warn of false email viruses. If there are a large number of addresses in the message, chances are very good that it is a chain email. "Get rich quick" schemes will invariably claim to be "completely legal." Do not be fooled. Delete all chain email from your account, and do not forward.

Letter of Agreement between the North Adams Public Schools and the North Adams Teachers Association Regarding

The Procedure for Building Access During Non-school Hours

Teacher will be given reasonable access to their classroom during non-school hours. Access is contingent upon the following set of guidelines.

A custodian, administrator or designee must be present in the building.

Access will only be allowed with prior notice and approval from the building principal or designee.

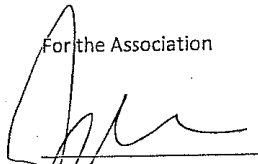
Entry access such as keys will be signed out the day of entry and returned to a designated person upon exiting the building or the following business day if necessary.

Teachers are to log in and out of the building.

Building access is limited to only the classroom or area in which the teacher would normally utilize to complete the individual task to be performed.

At no time should anyone be allowed access to the building without prior permission from the building Principal or designee.

Maria B. McParox 5-20-14

For the Association

For the District

Date
5/20/14
Date

**MEMORANDUM OF
AGREEMENT**

WHEREAS, the City of North Adams (hereinafter referred to as "City"), and the duly-formed Public Employee Committee (hereinafter referred to as "PEC") have discussed said changes;

NOW, THEREFORE, the City and the PEC agree as follows:

***Effective Date and Duration of
Agreement***

1. The Agreement shall take effect on the date the City and the PEC execute the Agreement, and shall remain in effect through June 30, 2015.
2. For purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses and dependents currently eligible for and receiving health insurance through the City, and any employees, retirees, surviving spouses and dependents who become eligible in the future. As stated in section 3 below, the surviving spouse percentage contribution split is 50% city/50% surviving spouse.

***Health Insurance Benefit
Changes***

3. Effective July 1, 2013, the City shall offer subscribers the following health insurance plans (attached) at the current contribution ratios (i.e., 75% city/25% subscriber; 50% city/50% surviving spouse):
 - a. HMO Blue Enhanced Value NE
 - b. HMO Blue \$500 NE
 - c. PPO Enhanced
 - d. Medex with \$10/\$20/\$35 RX and 2X mail order

Retired Teachers

4. The terms of this Agreement do not apply to subscribers identified as Retired Municipal Teachers who are enrolled or become enrolled in the Group Insurance Commission (GIC) pursuant to M.G.L. c. 32A, §12.
5. The PEC understands and agrees that the subscribers will not receive any mitigation monies under this agreement.
6. One premium holiday will occur for the month of December of 2013. A premium holiday will not occur in FY15.

7. If this Agreement is not ratified by the PEC within thirty (30) days, then this Agreement is null and void.

Health Coverage After June 30, 2015

8. The terms of this Agreement, including the contribution ratios and the attached plans listed in section 3 above shall remain in effect until June 30, 2015, and shall continue thereafter until and unless such time as the City implements health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23.
9. After June 30, 2015, the City and/or the unions/associations may negotiate contribution ratios which differ from the ratios listed in this Agreement.

Change in Health Insurance Plan Offerings

10. In the event that the Massachusetts Interlocal Insurance Association (MIIA) ceases to offer any of the plans listed above, this Agreement shall become null and void. In this circumstance, the City can implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23.

Effect of Agreement

11. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies or any collective bargaining agreements between the City and any unions and/or associations representing City employees.


Savings Clause

12. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope and Modification

13. This written Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only through a mutual written agreement between City and the PEC.

For the City of North Adams:

 Mayor

Dated: 4/18/13

For the Public Employee Committee:

Maureen Clark Local 12325 USW-T.A.

Dated: 4-16-13

Yin Zou Local 204 - Garcho Tower

Dated: 4-16-13

Mari De Kelly - Whiting

Dated: 4-16-13

Tom Sacco - Tony Sacco

Dated: 4-16-13

Philip Polan LOCAL 1781

Dated: 4/17/13

John Hinkell - John Hinkell

Dated: 4/17/13

Toby Randall

4/18/13

Pam Miller 4/25/13 Pam Miller

Rohi D. Dandekar 4/26/13 Para

North Adams Health Insurance Settlement Agreement
April 29, 2010

**SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTH ADAMS,
THE NORTH ADAMS PUBLIC EMPLOYEE COMMITTEE, AND LABOR
ORGANIZATIONS OF NORTH ADAMS PUBLIC EMPLOYEES**

The City of North Adams (City), the Public Employee Committee (P.E.C.) and Labor Organizations of City employees (labor organizations) (collectively, "parties") hereby agree to the following terms, conditions, and understandings:

1. The City of North Adams and the P.E.C., comprised of representative from each of the City's bargaining units and a retiree appointed by the Retired State, County and Municipal Employees Association, are in a coalition, collective-bargaining relationship about employee health insurance, pursuant to M.G.L., c.32B, s.19:
2. Historically, the City has been "self insured" for purposes of employee health insurance. The City established a Health Insurance Trust Fund ("Trust Fund") to administer insurance options. The required contribution by the City into the Trust Fund has been 70% of established working rates. Employees and retirees were required to contribute 30% of working rates into the Trust Fund.
3. An issue has emerged between the parties concerning the City's underfunding of the health insurance trust fund during a multi-year period.
4. Labor organizations filed grievances under collective bargaining agreements and charges of prohibited practice under M.G.L. c.150E before the Division of Labor Relations. The actions alleged, inter alia, that the City did not regularly contribute 70% of working rates into the Trust Fund during the past years and that the City must provide relief to the Trust Fund and to active and retired employees whose health insurance has been provided through the Trust Fund.
5. The parties agree that the City has not regularly contributed 70% of working rates during a multi-year period into the Trust Fund. The parties agree that the retirees and employees have generally contributed 30% of working rates during this same period into the Trust Fund.
6. The parties now wish to mutually and fully resolve all health insurance collective bargaining issues without resort to further litigation.
7. Effective FY 2011, the City agrees to provide health insurance coverage for active and retired employees through the Massachusetts Interlocal Insurance Association (MIIA). During FY2011, the City will contribute 77% of premiums for MIIA plans and MEDEX plans. During FY 2011, active and retired employees will contribute 23% of premiums for these plans. The City agrees to pay all run-out costs on the existing self-insured plans. Effective FY 2012, the City agrees to pay 75% of premiums, with active and retired employees contributing 25%. For FY 2013, the City agrees to pay 75% of premiums, with active and retired employees contributing 25%.

North Adams Health Insurance Settlement Agreement
April 29, 2010

8. There will be two H.M.O. plans and one PPO/POS plan and a MEDEX plan offered as attached.
9. The Mayor agrees to request a health insurance budget for each year in an amount not less than the rate required to cover insured employees and retirees, at the rate specified in this agreement.
10. The City and the P.E.C. agree to meet periodically during the term of this Agreement to monitor health insurance claims and other data provided by the insurer and the City. These meetings will be open to any active employee(s) and retiree(s). Either the City or P.E.C. may propose changes to health insurance options and neither party shall be required to bargain about proposed changes to this Agreement, except as proposals apply to a successor agreement.
11. The City agrees that it will honor this Agreement, regardless of any "local plan" legislation options available now or during the life of this Agreement.
12. In the event that any provision of this Agreement is declared null and void as a result of legislation or a final judgment of a competent tribunal, or in the event that compliance with this Agreement results in a penalty to the City in excess of its benefits, the parties agree to re-open negotiations and bargain over an amount no less than the equivalent remaining settlement owed to employees.
13. This Agreement shall take the place of, and shall supersede, any current language contained in collective bargaining agreements, concerning health insurance.
14. In consideration of the foregoing, this Agreement shall constitute a full and final settlement of all issues raised in paragraph 4, except as provided in paragraph 12, by labor organizations, and the P.E.C., for any claim, demand, suit, or charge whether in law or in equity before any Court, administrative agency, arbitrator, or other competent tribunal occurring at any time prior to the signing of this agreement.
15. All claims and demands as provided in paragraph 4 above shall be immediately withdrawn after the execution of this Agreement.
16. This Agreement shall become effective upon ratification by the P.E.C., labor organizations and the mayor, and shall continue in full force and effect until June 30, 2013. If a successor Agreement is not reached by June 30, 2013, this Agreement shall continue in effect until one is fully executed.
17. This Agreement may be amended at any time only by written agreement by both the City and the P.E.C.
18. Either the City or P.E.C. may open negotiations for a successor Agreement on or about November 2012 by giving notice to the other party specifying the time and the place it

**CITY OF NORTH ADAMS
MIA HEALTH INSURANCE OPTIONS**

	BCBS	BCBS	BCBS	BCBS
	Self Funded	Network Blue	Enhanced	Blue Choice
		Current	New	Current
Individual - Monthly	\$848.22	\$819.34	\$680.28	\$1,352.07
Family - Monthly	\$1,780.66	\$1,009.28	\$1,430.73	\$2,667.96
Employee +1	\$1,684.32			
Office Visit	\$10	\$10 each	\$20	\$10
Hospital	\$250	\$250 per admission	\$500 per admission	\$250 per admission
Day Surgery	150	\$150 per admission	\$250 per admission	\$150 per admission
Diagnostic Tests	\$0	\$0	\$50 (para, CT, PET)	\$0
Physical Therapy	\$10	\$10	\$20	\$10
Chiropractic	NA	NA	\$20	NA
Emergency Room	\$75	\$75 per visit	\$75 per visit	\$75 per visit
Medical Deductible	NA	NA	NA	\$250/\$800
In-Network Co-insurance	NA	NA	NA	Self-refr
Out-of Network Co-insurance	NA	NA	NA	20%
Co-insurance	NA	NA	NA	\$1000/\$2000
Retail Rx	\$10/\$20/\$35	\$10/\$20/\$35	\$15/\$30/\$50	\$10/\$20/\$35
Mail RX	\$10/\$20/\$35	\$10/\$20/\$35	\$30/\$60/\$100	\$10/\$20/\$35
COST				
CITY EMPLOYEES				
Weekly		\$ 32.87	\$ 29.21	\$ 71.78
Single		\$ 66.41	\$ 73.94	\$ 142.21
Family				
SCHOOL EMPLOYEES				
24 Pay Periods				
Single		\$ 71.23	\$ 83.28	\$ 158.49
Family		\$ 150.07	\$ 184.94	\$ 328.70
22 Pay Periods				
Single		\$ 55.47	\$ 73.94	\$ 148.89
Family		\$ 222.08	\$ 197.44	\$ 385.74

* Note the BSA BCBS Network Blue and BCBS Blue Choice are to be mirrored of the existing plans plus a new HMO Enhanced Plan will be offered.



Blue Care ElectSM Enhanced Value (PPO)

Summary of Benefits

City of North Adams



✓ This health plan meets Minimum Creditable Coverage Standards for Massachusetts residents that went into effect as of January 1, 2014, as part of the Massachusetts Health Care Reform Law.

An Association of Independent Blue Cross and Blue Shield Plans

Your Choice

You receive the highest level of benefits under your health care plan when you obtain covered services from preferred providers. These are called your “in-network” benefits. You can also obtain covered services from non-preferred providers, but your out-of-pocket costs are higher. These are called your “out-of-network” benefits.

Your Deductible.

For some covered services, you must meet a calendar-year deductible before benefits are provided. The calendar-year deductible begins on January 1 and ends on December 31 of each year.

Your deductibles are:

In-network: \$0

Out-of-Network: \$500 per member (or \$1,000 per family)

The following services are not subject to the deductible: all in-network covered services, and emergency room visits.

When You Choose Preferred Providers.

After a **\$500** copayment per admission, you have full coverage for inpatient hospital, physician, and other provider covered services. The **\$500** inpatient copayment does not apply to covered admissions in a rehabilitation hospital or skilled nursing facility. For some outpatient services, you pay a **\$20** copayment for each visit. The **\$20** copayment does not apply to preventive health services. And, there is a **\$250** copayment per admission for outpatient surgery in facilities other than an office setting.

Please note: If a preferred provider refers you to another provider for covered services (such as a lab or specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you use is not a preferred provider, you’re still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you.

How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at www.bluecrossma.com/findadoctor
- Call our Physician Selection Service at 1-800-821-1388

When You Choose Non-Preferred Providers.

After you have met your deductible, you pay **20 percent** coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You will be responsible for any difference between the allowed charge and the provider’s actual billed charge (this is in addition to your deductible and/or your coinsurance).

Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a calendar year for the deductible, copayments, and coinsurance for covered medical services.

Your out-of-pocket maximum is:

In-network and Out-of-Network: \$2,500 per member (or \$5,000 per family)

Cost share amounts for prescription drugs are not included in your out-of-pocket maximum.

Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call **911** (or the local emergency phone number). You pay a **\$150** copayment per visit for in-network or out-of-network emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay. There is no deductible for these services.

Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

Dependent Benefits.

This plan covers dependents up to age 26, regardless of the dependent’s financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

Your Medical Benefits

Plan Specifics	Your Cost In-Network	Your Cost Out-of-Network
Calendar-year deductible	None	\$500 per member \$1,000 per family
Calendar-year out-of-pocket maximum	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
Covered Services		
Preventive Care Well-child care exams, including related tests, according to age-based schedule as follows: <ul style="list-style-type: none"> • 10 visits during the first year of life • Three visits during the second year of life (age 1 to age 2) • Two visits for age 2 • One visit per calendar year from age 3 through age 18 	Nothing	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing	20% coinsurance after deductible
Routine hearing exams, including routine tests	Nothing	20% coinsurance after deductible
Routine vision exams (one per calendar year)	Nothing	20% coinsurance after deductible
Family planning services—office visits	Nothing	20% coinsurance after deductible
Other Outpatient Care Emergency room visits	\$150 per visit (waived if admitted or for observation stay)	\$150 per visit, no deductible (waived if admitted or for observation stay)
Clinic visits; physicians', podiatrists', and chiropractors' office visits	\$20 per visit	20% coinsurance after deductible
Mental health or substance abuse treatment	\$20 per visit	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 100 visits per calendar year*)	\$20 per visit	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, and PET scans and nuclear cardiac imaging tests	Nothing	20% coinsurance after deductible
CT scans, MRIs, and PET scans and nuclear cardiac imaging tests	\$50 per category per date of service	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing	20% coinsurance after deductible
Home health care and hospice services	Nothing	20% coinsurance after deductible
Prosthetic devices	Nothing	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	20% coinsurance**	40% coinsurance after deductible**
Surgery and related anesthesia <ul style="list-style-type: none"> • Office and health center services • Hospital and other day surgical facility services 	\$20 per visit*** \$250 per admission	20% coinsurance after deductible 20% coinsurance after deductible
Inpatient Care (including maternity care) General or chronic disease hospital, mental hospital or substance abuse facility care (as many days as medically necessary)	\$500 per admission	20% coinsurance after deductible
Rehabilitation hospital care (up to 60 days per calendar year)	Nothing	20% coinsurance after deductible
Skilled nursing facility care (up to 100 days per calendar year)	Nothing	20% coinsurance after deductible

* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

** In-network cost share waived for one breast pump per birth (20% coinsurance after deductible out-of-network).

*** Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Your Medical Benefits (continued)

Prescription Drug Benefits	Your Cost In-Network*	Your Cost Out-of-Network
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$15 for Tier 1** \$30 for Tier 2 \$50 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$30 for Tier 1** \$60 for Tier 2 \$100 for Tier 3	Not covered

* Cost share waived for certain orally-administered anticancer drugs.

** Cost share waived for birth control.

Get the Most from Your Plan.

Visit us at www.bluecrossma.com/memberecentral or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

Wellness Participation Program Reimbursement for a membership at a health club or for fitness classes This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
Reimbursement for participation in a qualified weight loss program This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line SM —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at www.bluecrossma.com.

Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

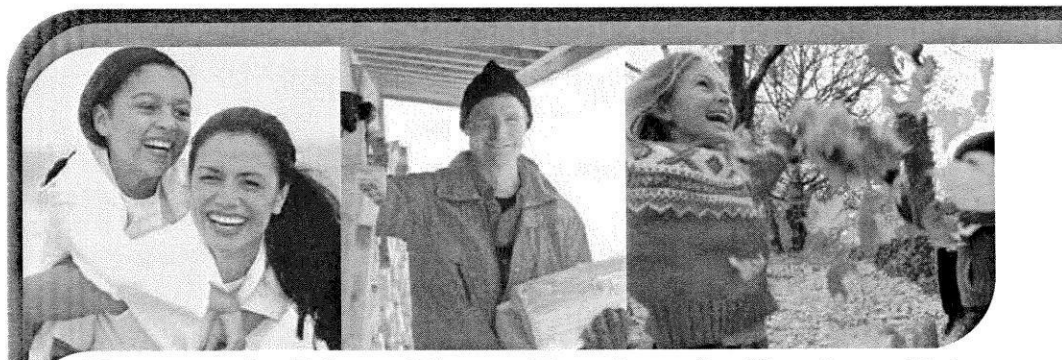
Go to www.bluecrossma.com/email to sign up.

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Network Blue New EnglandSM Deductible

Plan-Year Deductible: \$500/\$1,000

Summary of Benefits

City of North Adams



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An Association of Independent Blue Cross and Blue Shield Plans

Your Care

Your Primary Care Provider.

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Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist. The specialist will usually be one your PCP knows, probably someone affiliated with your PCP's hospital or medical group. Your provider may also work with Blue Cross Blue Shield concerning the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review is detailed in your benefit description.

Your Deductible.

For some covered services, you must meet a plan-year deductible before benefits are provided. If you are not sure when your plan year begins, contact Blue Cross Blue Shield.

Your deductible is:

\$500 per member (or **\$1,000** per family)

The following services are not subject to the deductible: certain services for which you pay a copayment, preventive health services, home health care, hospice services, all mental health services, and prescription drugs.

Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services.

Your out-of-pocket maximum is:

\$2,500 per member (or **\$5,000** per family)

Cost share amounts for prescription drugs are not included in this out-of-pocket maximum.

Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). You pay a **\$150** copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay.

Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

When Outside the Service Area.

If you're traveling outside the service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

Dependent Benefits.

This plan covers dependents up to age 26, regardless of the dependent's financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

Your Medical Benefits

Covered Services	Your Cost
Outpatient Services (These services are not subject to the plan-year deductible) Emergency room visits	\$150 per visit, no deductible (waived if admitted or for observation stay)
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
Mental health or substance abuse treatment	\$20 per visit, no deductible
Office visits • When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife • When performed by other network providers	\$20 per visit, no deductible \$35 per visit, no deductible
Chiropractor services	\$35 per visit, no deductible
Surgery and related anesthesia in an office • When performed by your PCP or OB/GYN • When performed by other network providers	\$20 per visit*, no deductible \$35 per visit*, no deductible
Home health care and hospice services	Nothing, no deductible
Other Outpatient Care Services (These services are subject to the plan-year deductible) Plan-year deductible	\$500 per member \$1,000 per family
Short-term rehabilitation therapy—physical and occupational (up to 60 visits per calendar year**)	\$35 per visit after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$35 per visit after deductible
Diagnostic X-rays, lab tests, and other tests, including CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	20% coinsurance after deductible†
Prosthetic devices	Nothing after deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	Nothing after deductible
Inpatient Care (including maternity care)	
General or chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental health hospital or substance abuse facility (as many days as medically necessary)	Nothing, no deductible
Rehabilitation hospital care (up to 60 days per calendar year)	Nothing after deductible
Skilled nursing facility care (up to 100 days per calendar year)	Nothing after deductible

* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

** No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

† Cost share waived for one breast pump per birth.

Your Medical Benefits (continued)

Prescription Drug Benefits	Your Cost*
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$15 for Tier 1** \$30 for Tier 2 \$50 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$30 for Tier 1** \$60 for Tier 2 \$150 for Tier 3

* Cost share waived for certain orally-administered anticancer drugs.

** Cost share waived for birth control.

Get the Most from Your Plan.

Visit us at www.bluecrossma.com/membercentral or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

Wellness Participation Program Reimbursement for a membership at a health club or for fitness classes This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
Reimbursement for participation in a qualified weight loss program This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

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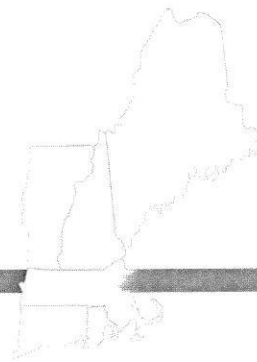




Network Blue New EnglandSM Enhanced Value

Summary of Benefits

City of North Adams



MIIA MASSACHUSETTS
BASED
MEMBER
DRIVERS

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Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist. The specialist will usually be one your PCP knows, probably someone affiliated with your PCP's hospital or medical group. Your provider may also work with Blue Cross Blue Shield concerning the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review is detailed in your benefit description.

Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for copayments and coinsurance for covered services.

Your out-of-pocket maximum is:

\$2,500 per member (or **\$5,000** per family)

Cost share amounts for prescription drugs are not included in your out-of-pocket maximum.

Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). You pay a **\$75** copayment per visit for emergency room services.

This copayment is waived if you're admitted to the hospital or for an observation stay.

Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

When Outside the Service Area.

If you're traveling outside the service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

Dependent Benefits.

This plan covers dependents up to age 26, regardless of the dependent's financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

Your Medical Benefits

Covered Services	Your Cost
Outpatient Care Emergency room visits	\$75 per visit (waived if admitted or for observation stay)
Well-child care visits	Nothing
Routine adult physical exams, including related tests	Nothing
Routine GYN exams, including related lab tests (one per calendar year)	Nothing
Routine hearing exams	Nothing
Routine vision exams (one every 24 months)	Nothing
Family planning services—office visits	Nothing
Office visits	\$20 per visit
Mental health and substance abuse treatment	\$20 per visit
Chiropractor services	\$20 per visit
Short-term rehabilitation therapy—physical and occupational (up to 60 visits per calendar year [†])	\$20 per visit
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$50 per category per date of service ^{**}
Home health care and hospice services	Nothing
Oxygen and equipment for its administration	Nothing
Durable medical equipment—such as wheelchairs, crutches, hospital beds	20% coinsurance ^{***}
Prosthetic devices	Nothing
Surgery and related anesthesia	
• Office setting	\$20 per visit [†]
• Ambulatory surgical facility, hospital, or surgical day care unit	\$250 per admission
Inpatient Care (including maternity care) General or chronic disease hospital, mental hospital or substance abuse facility care (as many days as medically necessary)	\$500 per admission
Rehabilitation hospital care (up to 60 days per calendar year)	Nothing
Skilled nursing facility care (up to 100 days per calendar year)	Nothing

[†] No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

^{**} When the copayments for CT scans, MRIs, PET scans, and/or nuclear cardiac imaging tests add up to the total of \$375 per member in a calendar year, you pay nothing for these tests for the remainder of that calendar year.

^{***} Cost share waived for one breast pump per birth.

[†] Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Your Medical Benefits (continued)

Prescription Drug Benefits	Your Cost*
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$15 for Tier 1** \$30 for Tier 2 \$50 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$30 for Tier 1** \$60 for Tier 2 \$100 for Tier 3

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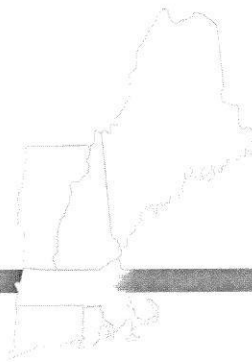




Network Blue New EnglandSM Enhanced Value

Summary of Benefits

City of North Adams



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MEMBER
DRIVERS

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Your Out-of-Pocket Maximum.

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Outpatient Care Emergency room visits	\$75 per visit (waived if admitted or for observation stay)
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