



AGREEMENT

Between

NORTH MIDDLESEX REGIONAL SCHOOL
COMMITTEE

And

MASSACHUSETTS NURSES ASSOCIATION

July 1, 2024 - June 30, 2027

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3-YEAR CONTRACT

This Agreement is made and becomes effective July 1, 2024 by and between the North Middlesex Regional School Committee, hereinafter referred to as the "Committee", and the Massachusetts Nurses Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the parties have entered into a collective bargaining agreement effective July 1, 2024, with the Agreement to continue in full force and effective until June 30, 2027.

ARTICLE 1 - RECOGNITION AND SCOPE

- A. The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all the nurses.

Recognizing that our prime purpose is to provide education and care of the highest quality for the children of the North Middlesex Regional School District, and that good morale within the staff of the District is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

1. Under the Law of Massachusetts, the Committee, elected by the citizens of Ashby, Townsend, and Pepperell, Massachusetts, is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts. In the event that any part or provision of the Contract is in conflict with any law or by-law, such law or by-law shall prevail, so long as such conflict exists.
2. The Superintendent of Schools of the North Middlesex Regional School District, hereinafter referred to as the "Superintendent", has the responsibility of carrying out the policies so established.
3. The Nursing staff of the public schools of the North Middlesex Regional School District has the responsibility for providing education and care of the highest possible quality.
4. To give effect to these declarations, the provisions of this Contract are hereby adopted.

ARTICLE 2 - DURATION

- A. This Contract shall continue in effect to and including **June 30, 2027** and shall thereafter automatically renew itself for successive terms of one year each, unless by the October 1 prior to the expiration of the contract herein involved, either the Committee or the Association shall have given the other written notice of its intent to modify or terminate this contract.
- B. If after a 120-day period of time from the first meeting of the Committee and the Association, and during which negotiations are taking place for either a successor agreement or pursuant to a re-opening of the agreement as above provided, the Committee and the Association fail to reach agreement, either may petition the State Board of Conciliation and Arbitration to initiate mediation in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.
- C. For the purposes of collective bargaining with respect to salaries, wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Nursing employees.

ARTICLE 3 - GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A "grievance" is an alleged violation of a specific provision of this Agreement and/or the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to this Agreement.
 - 2. A "grievant" is the person or persons making the claim.
 - 3. A "party in interest" is the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.
- B. Purpose
 - 1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. General Rules
 - 1. Every effort shall be made by the professional staff member and his/her immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
 - 2. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specific time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
 - 3. No reprisal of any kind shall be taken by any party to Agreement or by the Administration against any party in interest, any witness, any member of the

Massachusetts Nurses Association, or any other participant in the grievance procedure by reason of such participation.

4. A grievance that affects or may affect a group or class of professional staff members from more than one building, or is of a general nature, may be submitted in writing by the Supervisor of Health Services and or Chairperson of the Massachusetts Nurses Association to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
5. Each written statement of a grievance beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations and shall be signed by the professional staff member and by the Supervisor of Health Services and or Chairperson.
6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
8. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved professional staff member(s) and the Supervisor of Health Services and or Chairperson shall permit the aggrieved party or parties to proceed to the next level.
9. Grievances already in progress at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances all time limits shall be increased by five (5) school days, with school days construed to mean business days.

D. Grievance Procedure

1. Since it is important that grievances be processed as rapidly as possible, the grievance or complaint shall be filed within ten (10) school days after the event on which the grievance is based or within ten (10) school days from the date the grievant was aware of or reasonably should have been aware of the event on which the grievance is based, but not to exceed sixty (60) school days from the event on which the grievance is based.
2. Nothing herein contained shall be construed as limiting the rights of any nurse (s) having a grievance / complaint to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without any further intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. Pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.

E. Informal Procedure

1. The grievant(s) shall discuss the grievance with the Supervisor of Health Services and or Chairperson.
2. If not disposed of to the grievant's satisfaction by such discussion, the grievance will be presented orally to the appropriate immediate supervisor of the employee, either directly or through the Supervisor of Health Services and or Chairperson with the objective of resolving the matter informally.

3. All decisions at this level shall be mutually agreed upon in a timely manner (see Level 1) and reported in writing by the Supervisor of Health Services and or Chairperson to the immediate supervisor within five (5) school days.

F. Formal Procedure Levels

1. Level 1 Principal: If the grievance is not settled by such discussion, or in the event that no decision is rendered at the end of five (5) school days, the employee may, within five (5) school days thereafter, request that a grievance be presented by the Supervisor of Health Services and or Chairperson in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement have been violated. The principal has five (5) school days to meet with the grievant. Following this meeting, the principal has ten (10) school days to render a decision.
2. Level 2 Superintendent: In the event that the grievance is not disposed of to the satisfaction of the grievant at Level 1, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance, the grievant may, within five (5) school days thereafter, submit the grievance in writing to the Superintendent of Schools (with a copy to the Principal). The Superintendent or other Central Office Administrator shall meet with the aggrieved person and representatives of the Massachusetts Nurses Association within five (5) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give his/her written answer to the grievant with a copy to the Chairperson within ten (10) school days of the Level 2 meeting.
3. Level 3 School Committee: In the event that the grievance shall not have been satisfactorily disposed of at Level 2 or in the event that no decision has been rendered within ten (10) school days after meeting with the Superintendent, the employee may within five (5) school days thereafter, notify the Chairperson, in writing, of the employee's desire to have the grievance presented to the School Committee. Within five (5) school days, following receipt of any such notice, the Chairperson, said President, and employee shall meet to decide whether or not the Association shall present the grievance to the School Committee. If the decision is made to present the grievance to the School Committee, the grievance shall be presented in writing by the Association to the Chairperson of the School Committee within five (5) school days. The School Committee shall determine at its next regularly scheduled meeting whether the grievance presents an issue within its jurisdiction. If so, within (10) school days of such a meeting, a subcommittee of the School Committee will meet with the Chairperson, and the employee in an effort to settle the grievance. The ultimate decision on the grievance will be rendered by the School Committee at its next scheduled meeting. If the Committee determines the grievance does not present an issue within its jurisdiction, the Association may, within fifteen (15) calendar days of notification of same, file for arbitration as provided in Level 4.
4. Level 4 Arbitration: If the grievance or dispute is not resolved at the end of Level 3 and it involves the claimed violation of an arbitral provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 15 calendar days of the District's final answer in a preceding step.
5. The Arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the district unless otherwise agreed to by the parties involved. The arbitrator shall not have the authority

to add to, subtract from, modify, change or alter any the provisions of this Agreement. The award shall be final and binding on the School District, the Association and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes.

6. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C.
7. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not able to be arbitrated under this Agreement.

G. Waiver of Grievance

1. If at the end of ten (10) school days following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented as in the procedure set forth in Section E, 2 or Section F, 1 above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore by the said Section. If the District has been in receipt of a grievance filed in a timely manner and has not ruled upon that Grievance at the end of ten (10) school days, the grievance will be considered to be upheld and the District will be required to make the grievant whole in every way.

ARTICLE 4 - MANAGEMENT RIGHTS AND EMPLOYEE RIGHTS

- A. This Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representative of the citizens of the North Middlesex Regional School District charged with the responsibility for quality education in, and the efficient and economical operation of, the District School System, it is acknowledged that the Committee has the final responsibility of establishing the education policies of the public schools of said District.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth of the rules and regulations of any agencies of the Commonwealth except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the District retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law.

- B. Employees shall have, and shall be protected in the exercise of the right to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful associations and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

In the exercise of these rights, all employees shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination with respect to Association membership or non-membership in regard to professional Nurse status, promotion or other conditions of employment.

All of the above rights may be exercised so long as they do not interfere with employees' professional or contractual obligations.

- C. No nurse shall be reprimanded, disciplined, discharged, reduced in rank or compensation or deprived of any professional advantage without good cause.

ARTICLE 5 - SALARY/FINANCIAL

A. Salary

1. Nurses who achieve National Board Certification by the American Nurses Credentialing Center (ie. Nurse Practitioner, School Nurse Specialist) shall receive an annual salary adjustment of an additional \$1,150.
2. A newly hired School Nurse will be placed on the salary schedule not to exceed Step 4 unless the Superintendent at his discretion feels it is necessary to fill the position with the most qualified candidate.
3. A part-time permanent employee who works extra days during the school year will be paid at his/her per diem rate of pay.
4. A School Nurse who has been on the top step of of the Bachelor's Degree column, upon receipt of a Master's Degree, will move to the Master's Degree column plus a step for each full year he/she was on the top step
5. Any School Nurse who is currently on the B-15 column or who has received prior lane change approval for school year 2019-2020 will be grandfathered in that column.

Salary: 2024-2025 school year 3% COLA
2025-2026 school year 3.5% COLA
2026-2027 school year 3.5% COLA

B. Compensation

1. All school year nurses under annual contract will be paid their salary in the following manner:
 - a) Salary will be paid in 26 equal payments- 1/26th of the contract payable bi-weekly on each payday commencing on the first payroll of the new school year. In order to receive pay in this manner an employee must be enrolled in the electronic direct deposit receipt process.
 - b) Beginning June 2015, the employee may elect to receive the salary due for the months of July and August in one lump sum payment on the last scheduled nurse work day by requesting the payment in writing to the Superintendent of Schools on or before May 1st.

- c) The employee will continue to be paid consistent with the pay schedule options outlined above (a) until such time as he/she notifies the Superintendent in writing of any change.
 - d) The employer agrees to deduct Association membership dues from the salary of each nurse who voluntarily submits to the employer a form authorizing for payroll deduction of Association dues. Such authorization may be withdrawn by the employee by giving the employer notice in writing.
- 2. All full year nurses under annual contract will be paid their salary in 26 equal payments.
 - a. Nurses working a full year schedule (up to 220 days) shall be paid at their current salary per diem rate.
- 3. District employed nurses who work summer school shall be paid their current educator hour rate of pay.
- 4. A committee will be established to review student caseload per building. The committee will be composed of the Supervisor of Health Services and 2 nurses named by the MNA. This will ensure equity between buildings.
- 5. For the purpose of, but not limited to, reviewing and updating medical information for the entering student population, as well as other nursing related duties and responsibilities, Nurses will be compensated up to 5 days at \$250/day/5 hour workday, with a recommendation from the Supervisor of Health Services and with prior approval of the Superintendent based on the committee's recommendation on student caseload.
- 6. Nurses who attend planned school activities including staff meetings, in their professional capacity and beyond the normal school day or during vacations, will be compensated at the rate of \$45.00 hour. For unplanned emergencies, Nurses will receive their per diem rate. All work beyond the 185 days must be mutually agreed to by the nurse and Supervisor of Health Services, with prior approval of the Superintendent and Supervisor of Health Services. In the event there is a change to the length of the school day (to an extended day for students), the contract will be re-opened for the purpose of renegotiating nurses' compensation.
 - a. Substitute Nurses:

The North Middlesex Regional School Committee will set the daily rate of pay for substitute Nurses according to the NMRSD Policy GCG: Substitute Professional Staff Employment. There are three different categories of substitute nurses whom the district will employ:

 - 1. Short term substitute nurses: Substitutes who cover a school for 30 days or less and are paid the daily rate.
 - 2. Long term substitute nurses: Substitutes who cover a particular school for more than 30 days and are paid the daily rate for the first 30 days and then will be paid at the lowest salary step for the remainder of the assignment.
 - 3. Long term permanent substitute nurses: Substitutes who are hired for a full school year and will be paid at the lowest salary step from the first day of the

assignment. Only long term permanent substitutes shall be offered benefits. All long term substitutes shall be approved by the superintendent.

7. The salary provided to nurses covered by this salary schedule is deemed by the School Committee and nurses to be fully earned at the close of school in June of any given year and proportionately during the school year. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the nurse, or in the event of death to his/her executor or administrator.

Salary increments

1. The employee may elect to receive the salary due for the months of July and August in one lump sum payment on the last scheduled nurse work day by requesting the payment in writing to the Business Office on or before May 1st.
2. Salary increments shall become effective on July 1 of each year.
3. Lane Change Credits will be awarded/granted for the following:
 - (a) Graduate level courses in the district or at an accredited college or university, must be pre-approved by the superintendent using the course pre-approval form.
 - (b) Credits conferred by the Superintendent for specific activities (i.e. mentoring or selected in district or out of district workshops).
 - (c) There will be a cap of 20 in-service credits for use to move across the lanes of the salary schedule during the term of employment.

4. Retirement Benefit

In recognition of the dedicated service to the North Middlesex Regional School District, a nurse covered by this Agreement who has worked for twenty (20) years in the District, or thirty years total service, the last 15 of which have been consecutive in the district, may convert up to 100 sick leave days into compensation at the rate of \$50 per day.

Eligible nurses who desire to participate in this program will notify the Superintendent by November 1 of the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Nurses Retirement System. The bonus will be payable upon retirement

ARTICLE 6 – NURSES’ CONDITIONS

A. School Calendar

1. The school year could extend from the last full week in August to June 30 of the next year. The school calendar shall be established within this period approved by the School Committee not later than April 15 of the preceding school year.

B. Nursing Assignments

1. Nursing assignments will be made without regard to race, color, national origin, sex, religion, gender identity, sexual orientation, disability, homelessness or age.
2. At the end of each school year, the Supervisor of Health Services will submit a report to the Superintendent outlining the medical needs of each school for the following

school year. The Superintendent will review this report with the Supervisor of Health Services to evaluate the school nurse staffing level in each building. The Superintendent reserves the right to determine the school nurse staffing patterns at each building. The School District will make every effort to ensure that there will be 1 full time equivalent nurse in every school building.

3. Consideration will be given to the staffing pattern of the health office per the recommendation in the Department of Public Health, Report of the Commission of School Nursing (April 1, 1998):

Number of Students	FTE RN
250-500	1
< 250	0.1 of FTE RN for every 25 students
> 500	1 plus 0.1 FTE RN for each additional 50 students above 500

4. School nurses will not be assigned to cover another district school when a nurse is out and a substitute nurse has not been secured, except in the case of extreme emergency. In the event that more than one nurse is assigned to a building, the least senior nurse will be assigned to float .
5. Floating Nurses:
 - a. RNs must be cross-trained to other buildings should the need to float arise.
 - b. A substitute nurse will be identified prior to the approval of field trips and the form will be signed by the school nurse.

C. Observance of Duties

1. The Association and its members acknowledge that they have professional obligations to the children enrolled and to be enrolled in the schools. Accordingly, the Association agrees for itself and its members that during the terms of this contract as it may be renewed or extended, neither it, nor they, will directly or indirectly, engage or participate in, encourage or condone any strike, work stoppage, slowdown or withholding of services by an employee of the District.
2. Should any strike, work stoppage, slowdown, withholding of services or other such activity occur, whether or not the Association shall be a participant therein, the Association shall forthwith use its best efforts to cause the persons involved to resume and continue their services.
3. Employees who participate in any such activity may be disciplined or discharged as the Superintendent, in his/her judgment, deems proper without recourse to arbitration. Said discipline or discharge shall be in accordance with the statutory provisions of Chapter 71, Section 42 of the General Laws of the Commonwealth of Massachusetts. However, an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.
4. In addition, the Committee shall have the right to seek redress from the Association for its damages by any and all legal process, provided that the Committee shall not be entitled to money damages from the Association if, and so long as, the Association observes its undertakings in the preceding paragraphs.

D. Reduction in Staff

1. In the event it becomes necessary to reduce the number of nursing positions, nurses shall be laid off in the inverse order of their initial employment.
 - (A) The Superintendent will attempt to meet the reduction by attrition: to wit, retirement, resignation, or death.
 - (a) Seniority means a nurse's length of service in years, number of days as a member of the bargaining unit; provided that the seniority of present nurses as of the effective date of this agreement shall consist of their length of service from their initial date of employment within the bargaining unit. A leave of absence of more than 5 years will constitute a reset of the date of hire. Nurses shall be credited for seniority purposes with all time spent on any leave of absence provided for in the agreement.
 - (b) In cases involving nurses who have identical seniority, preference for retention or recall shall remain the prerogative of the Superintendent.
 - (c) Nurses who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff.
 - (d) Prior to deciding that it is necessary to implement a reduction in force, the Superintendent will discuss staffing patterns with the Supervisor of Health Services. Nurses who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their respective layoffs. During the recall period, nurses shall be notified by email to their last email address of record with an email copy to the Association Chairperson, and given preference for positions as they develop in the inverse order of their respective layoff. All benefits a nurse was entitled to at the time of the layoff shall be restored in full upon re-employment within the recall period. Preference will be valid for no longer than 10 business days after the date of the email mailing of the notice.
 - (e) The Superintendent will discuss positions/vacancies, transfers/travel with the Supervisor of Health Services. Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee the total premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
 - (f) A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the

Chairperson of the Association within a reasonable time following the execution of this agreement.

E. Positions/Vacancies/Transfers/Travel

1. In the event of nurse transfers being necessary, volunteers will be solicited but the decision of the Superintendent shall be final.
2. Notice of vacancies shall be posted by June 15 of each year. Internal applicants seeking transfers to the vacancy shall be appointed before outside applicants. Whenever a vacancy in a nursing position occurs during the school year (September to June) the vacancy will be communicated to the district nurses via district email and will be posted on the school district website. All nurses shall be given the opportunity to apply for such positions and the Building Principal and Superintendent agrees to give due weight to the professional background and attainments of all applicants.
3. Nurses desiring a transfer will submit a written request to the Superintendent stating the assignment desired.
4. Any nurse who has to travel between schools or who uses his/her personal vehicle on official school business shall be reimbursed at the prevailing District rate.

F. Drug-Free Workplace Policy

Drug free workplace requirements shall follow school committee policy GBEC.

ARTICLE 7 - SICK LEAVE

- A. The term "sick leave" shall apply to personal illness, prescribed medical examinations, accidents or death in the immediate family or for other absences concerned with sickness and deemed justifiable by the Superintendent. Immediate family includes husband, wife, son, daughter, mother, father, brother, sister, and corresponding in-laws. Five or more consecutive days of sick leave require that a physician's certificate be submitted to the Superintendent, if requested, in writing.
- B. The annual sick leave allowance for all Nurses shall be sixteen(16) days per year - accumulative to 160 school days. Absences for partial days shall be prorated based upon the number of scheduled hours per day.
- C. For each day of unproved absence, or for each day of absence in excess of sick leave, an amount shall be deducted from the annual salary determined by a fraction made up of a numerator of 1, and a denominator of the number of scheduled work days. Extenuating circumstances, causing such deductions, will be reviewed by the Superintendent upon request.
- D. Previously accumulated sick leave shall be restored to all nurses returning from a leave of absence.
- E. Pursuant to G.L. c. 152, s. 69, a nurse who is eligible to receive or is receiving Workers Compensation shall be permitted to use up accumulated sick leave for the purpose of receiving the difference between what is received under Workers Compensation and the regular weekly

salary. The District, at the nurse's election, shall pay the necessary amounts and charge them to accumulated sick leave. In instances when accumulated sick leave and/or authorized withdrawals from sick the bank are exhausted, the nurse will only receive Workers Compensation benefits.

ARTICLE 8 - TEMPORARY LEAVES OF ABSENCE

- A. All members of the bargaining unit shall receive 3 days paid leave for personal reasons. Personal days may be taken with written notification to the Supervisor of Health Services, with 48 hours advance notice provided, if possible. All three days may be taken without providing a reason.
- B. B. Bereavement:
 - 1. In addition to the provisions of Article 10, full time nurses will be allowed up to five days leave during the school year in any case of death in the immediate family. These five days shall be non-cumulative. The term "immediate family" means the nurse's spouse, partner, child or stepchild, mother, father, siblings, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchildren of the nurse or his/her spouse/significant other, or other members of the immediate household.
 - 2. In addition to the provisions of Article 10, an absence of one day (non-cumulative) will be granted in the event of the death of a nurse's aunt, uncle, niece, nephew, or the cousin of the nurse or spouse/partner.

ARTICLE 9 - FAMILY AND PARENTAL LEAVE:

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

1. Family and Parental Leave:

In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Parental Leave Act of MA pursuant to M.G.L. Chapter 149, § 105 D, the District will grant full and regular part-time nurses with at least one year of active employment upon, if possible, thirty (30) days notice up to twelve weeks of unpaid leave during any twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster case care; (2) to care for a child, spouse, or parent with a serious health condition; or (3) because the employee's own serious health condition makes the employee unable to perform his or her job. A "serious health condition" is an illness, injury, impairment, or physical or psychological condition that involves either inpatient care at a health care facility or continuing treatment by a healthcare provider.

2. Short-Term Parental Leave: In accordance with the provisions of the Parental Leave Act of MA pursuant to M.G.L. Chapter 149, § 105 D for the birth of the employee's child:

A. Upon receipt of at least two weeks written notice of a nurse's anticipated date of departure and intention to return, the District shall grant a leave of absence for Parental Leave or up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D to nurses who have completed their

probationary period, but are not eligible for FMLA leave. Except to the extent covered by sick leave as set forth below, parental leave shall be without pay.

B. A nurse who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days the nurse is disabled and unable to work. The district may require a nurse to submit medical evidence verifying the disability.

3. Extension of Short-Term Leave Short-Term Parental Leave:

A. The above leaves may be extended by mutual agreement between the nurse and the Superintendent in order that a nurse who has been on FMLA or short-term parental leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from pregnancy extends beyond the above time periods.

4. Extended Child-Rearing Leaves:

In the event a nurse desires a leave longer than the above statutory periods, the procedure listed below shall be followed:

A. Written notification of the request is to be given to the Superintendent as soon as possible, but not less than three (3) months prior to the beginning of the extended leave. Said child-rearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) if, up to this time, he/she can, in the opinion of his/her physician, perform his/her duties satisfactorily.

C. The child rearing leave will terminate one year from the first of September following the birth of the child, or sooner if the nurse and Superintendent so agree. Unless the nurse returns to work at the expiration of the leave, or any extension thereof, he/she shall be deemed to have voluntarily resigned his/her employment.

D. Not later than February 15, the nurse shall notify the Superintendent in writing of his/her intent to return to the district the following September. He/she may at that time request an extension of leave for one year with notice of return to be written at the later date. Extensions may be granted at the discretion of the Superintendent.

E. All notices of intent to return to nursing shall be accompanied by a physician's certificate indicating that the nurse is in good health and capable of resuming his/her duties. Upon his/her return to work, he/she will be granted his/her previous position or the most comparable position available.

F. A nurse on extended child rearing leave shall not receive any salary for that period of time, any payment for accumulated sick leave, nor shall any such leave count towards professional nurse status. A nurse returning from parental leave will be placed on the same step as when leave commenced.

G. All benefits, including unused accumulated sick leave, will be restored to the nurse upon return from leave.

H. A nurse on leave beyond the requirements of the Family Medical Leave Act will be

entitled to Cobra benefits only.

5. Adoptive Leave pursuant to M.G.L., C. 149, § 105D:

A. Eight-week leave of absence without pay will be granted to an employee adopting a child under 18 years of age.

B. Parents adopting a child shall be granted "parental leave" under the following conditions:

a) If the child is less than one year of age, said leave shall not exceed one year from the date the child is placed with the parents.

b) If the child is one year of age or older, said leave shall not exceed 40 days from the date of custody.

c) Notwithstanding, said leave will not extend beyond September 1 of the school year following the year in which custody occurs.

d) In no event shall the minimum parent leave be less than 40 days.

e) Any extension of parental leave shall be at the discretion of the Superintendent.

f) Such requests shall be made in writing to the Superintendent.

ARTICLE 10 - SABBATICAL AND OTHER LEAVES OF ABSENCE

A. Leaves of Absence

1. Leaves of absence without pay may be granted at the discretion of the Superintendent.
2. All benefits to which a nurse was entitled at the time any such leave commenced, including unused accumulated sick leave, will be restored to his/her account upon return from leave. It is recognized that no specific position can be held open during any leave but an effort will be made to assign the nurse to a comparable position to the one held at the time the leave commenced.
3. All requests for extensions and notification of return must be applied for in writing on or before March 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by April 15. Employees on an approved, unpaid leave of absence shall be entitled to insurance continuation through COBRA.

ARTICLE 11 - EVALUATION

Nurses will be evaluated by the Supervisor of Health Services in collaboration with building administration utilizing the Educator Evaluation adapted specifically for School Nurses and following the Nurse Evaluation Agreement referenced in Appendix B.

ARTICLE 12 – GENERAL

A. Benefits

1. Health Insurance

- (a) The parties agree that the School Committee has satisfied all bargaining obligations associated with implementation of an additional health insurance option referred to as a *high deductible health plan* for individuals and families. Premium contributions for the high deductible health plan shall be the same as for other HMO plans, currently 75% of the

premium to be paid by the school district and 25% of the premium to be paid by employees.

- (b) Employees who choose to participate in the district health insurance will enroll in the current health insurance plans provided by the district. School Committee contribution for Health Group HMO health plans is 75%, and the employee contribution is 25%. All premium payments will cease upon termination and Cobra will be offered. Benefit deductions will be prepaid one month ahead.

2. Life Insurance

- a) The district agrees to provide life insurance in the amount of \$10,000 for all active nurses at 65% contribution of the premium by the district, 35% by the employee.
- b) The district will provide a Group Voluntary Life and Accidental Death and Dismemberment Insurance policy at 100% contribution by the employee.

3. Long Term Disability

- a) The District will agree to provide long-term disability insurance at 100% contribution by the employee.

4. Dental Insurance

- a) The Committee agrees to provide a Delta Dental plan or other comprehensive dental plan at 100% contribution by the employee.

5. All premium payments will cease with termination of employment.

B. Health, Dental, Life Insurance, Long-term Disability

- 1. The Committee will provide coverage for dependent children in accordance with State and Federal law.
- 2. Part-time nurses working over 20 hours per week will receive the following benefits on a prorated basis on hours worked relative to a full-time nurse: Sick, personal, bereavement and professional time.
- 3. Nurses will be notified, in writing, of all intended changes to any benefit contracted or otherwise.

ARTICLE 13 - DAYS WORKED

A. School year nurses will work 185 days per year, which includes two Inservice days, 2 days before the start of school with students, and 1 summer day (6.5 hours) to be mutually agreed upon by the Nurse and the Supervisor of Health Services. The two in-service days will be the November voting day PD and the day before opening day for all staff in order to be prepared with the most updated information prior to the full return of staff and then students. This will fulfill the PD requirement and allow a full in-building day with the staff prior to the first day for students.

B. Nurses may attend 3 Professional Development (PD) days. These PD days may include virtual programs, but if virtual it must be done in the school building. If all 3 PD days are not used during the school year, 1 PD Day may be used over the summer at the Nurse's individual per diem rate.

C. The workday for nurses shall begin 15 minutes before the student day and end 15 minutes after the normal student dismissal time. On full curriculum, workshop days the workday will not exceed 6.5 hours. (8:00 AM to 2:30 PM) If the district

schedules three full professional development days, nurses will leave with students on the last two half day professional development days.

- D. Nurses will meet for department staff meetings during the school year utilizing full day and early release professional service time. Up to 4 additional staff meetings can be scheduled by the Supervisor of Health Services to be conducted virtually outside of the school day, as needed to ensure that the nurses have updated information/regulations that impact their practice and provision of care at their school. The time for these virtual meetings will not exceed a total of 5 hours and will be paid at \$45.00 hourly rate. In the event a nurse staff meeting conflicts with a school based staff meeting, the Supervisor of Health Services will consult with the nurse and building administration to determine which meeting the nurse will attend. Nurses will meet for up to 5 building based staff meetings per school year. The nurse will consult with the building Principal to determine which meetings are most appropriate (based on content) for them to attend.
- E. Nurses may be requested to attend two evening programs if general health concerns are being discussed and agreed to by the nurse and school administrator.
- F. Nurses will have a lunch period of thirty (30) minutes during which time he/she shall be free of her regular work duties.
- G. Nurses will be granted Health Office time for 30 minutes during the school day, which will take place at a time mutually agreed upon and arranged with the building principal. During this time, the Health Office will be closed except for emergencies.
- H. Nurses will not be assigned to perform non-nursing duties, unless there is an urgent need or emergency.

ARTICLE 14 - LONGEVITY

Longevity will be applied as follows: Said sum will be paid with the first paycheck in December of each year.

Year 1		Year 2		Year 3	
YRS	AMT	YRS	AMT	YRS	AMT
15-19	\$1350	15-19	\$1350	15-19	\$1,350
20-24	\$1,600	20-24	\$1,600	20-24	\$1,600
25-29	\$1,850	25-29	\$1,850	25-29	\$1,850
30+	\$2,150	30+	\$2150	30+	\$2,150

ARTICLE 15 - MISCELLANEOUS

- A. Nurses and the School Committee agree to recognize duties and responsibilities assigned to Supervisor of Health Services based on the job description.
- B. The District will provide reimbursement in the amount of \$1,000 per person, per year for C.E.U. Credits/Tuition and the cost of testing as required by the Board of Registration in Nursing and Department of Education for the purposes of maintaining state certification, with prior approval of the Superintendent or his/her designee, upon attainment of a passing grade.

C. Protection

1. Nurses will immediately report all cases of assault suffered by them in connection with their employment to the Building Principal or Supervisor of Health Services in writing. This report will be forwarded to the Superintendent which will comply with any reasonable request from the nurse, for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the nurses, the police and the courts.
 2. The rights of the nurse to indemnification against certain actions and claims and to legal assistance shall be governed by General Laws, Chapter 258.
- D. Student transportation will be handled according to the school committee policy EEAG.

ARTICLE 16 - EARLY RETIREMENT INCENTIVE

Any nurse working before July 1, 2015 shall be eligible for an early retirement incentive under the following conditions:

1. Any nurse who has worked for twenty (20) years in the NMRSD or thirty (30) years total service, the last ten (10) of which have been consecutive in the district, shall be eligible to apply.
2. The nurse must file a written application with the Superintendent by November 1 of the school year in which the nurse intends to retire to be eligible for the lump sum payment, which shall be payable on or after the following July 1.
3. An eligible nurse shall receive a lump sum payment based upon the percentage, as set forth below, of the difference between the nurse's step placement on the salary schedule and the nurses' minimum (Step1) for that same year:

Age 50-54	80%
Age 55	100%
Age 56-60	70%
Age 61-62	60%

4. It is understood that giving notice of intent to retire pursuant to this provision is irrevocable, and the nurse giving such notice shall be required to retire prior to the commencement of the next school year.
5. Two (2) nurses per fiscal year will be entitled to retire pursuant to the provisions of this article. If the number of applicants exceeds the number of positions funded, then selection will be made on the basis of seniority as a Nurse in the District.
6. Should the District accept a special early retirement program offered by the State, any nurse electing to participate in said program shall not be eligible for this early retirement incentive.

ARTICLE 17 - NURSE LICENSURE

It is the responsibility of the nurse to maintain appropriate licensure within the Commonwealth of Massachusetts Department of Education regarding his/her nursing assignment. Evidence of

current appropriate licensure must be on file in order to maintain employment in the North Middlesex Regional School District.

ARTICLE 18 - MENTORING

1. Definitions:

- a. **Beginning Nurse:** A “Beginning Nurse” refers to an individual entering into school nursing with an Initial License or waiver. Beginning nurses must participate in an Induction Program consistent with 603 CMR 7.00. A Beginning Nurse is considered a Level 1 placement in the Induction Program within NMRSD.
- b. **Incoming Nurse:** An “Incoming Nurse” refers to an individual who has experience in nursing but is new to the NMRSD or is new to his/her role in the NMRSD. Incoming Nurses are classified in two groups:
 - i. Incoming Nurses at Level 2 are nurses with at least 5 years of nursing experience, an initial license and limited or no school nursing experience.
 - ii. Incoming Nurses at Level 3 are school nurses with a professional status license and at least 5 years of school nursing experience.
- c. **Mentor:** A Mentor is a School Nurse who has at least three full years of experience under a Professional license and who has been trained to assist a beginning nurse in the same professional role with his/her professional responsibilities and general school/district procedures. Each work year, when there are Beginning Nurses or Incoming Nurses in a school, the Assistant Superintendent of Curriculum (in consultation with the Supervisor of Health Services) shall select a qualified, interested Nurse to serve as a Mentor for Beginning and Incoming Educators.

2. Mentors shall attend orientation and a training session with the Supervisor of Health Services and/or the Mentor Coordinator. Mentors may meet as a district cohort, as a building-based group, or individually with Beginning Nurses as needed to fulfill the requirements of an *Induction and Mentor Program*, as described in 603 CMR 7.00. Mentors will provide a schedule for group mentoring with the support team and will regularly report attendance and meeting notes. Mentors are responsible for completing a mentoring log aligning to the program and DESE requirements. Mentors will conduct learning walks/observations of their mentee and mentees may observe mentors as described in the DESE’s 2015 Guidelines for Induction and Mentoring Programs and any subsequently issued DESE guidelines on induction and mentoring.

3. The stipend for mentoring will be paid in June after the mentoring/coaching log is submitted. Each Mentor who completes the mentoring/coaching log(s) shall receive one of the following stipends depending upon the number of Beginning Nurses assigned to the Mentor:

Number of Educators Assigned to the Mentor	Stipend *	PDPs
1 Level 1 - Beginning Nurse (Induction Program)	\$750	15
2 Level 1 - Beginning Nurses (Induction Program)	\$1,000	15
3 Level 1 - Beginning Nurses (Induction Program)	\$1,250	15

1 Level 1 - Beginning Nurse (Induction Program) and 1 or 2 Level 2 Incoming Nurses	\$1,000	15
2 Level 1 - Beginning Nurses (Induction Program) and 1 Level 2 Incoming Nurse	\$1,250	15

0 Level 1 - Beginning Nurses (Induction Program) and 1 or 2 Level 2 Incoming Nurses	\$500	15
0 Level 1 - Beginning Nurses (Induction Program) and 3 Level 2 Incoming Educators	\$750	15

0 Level 1 - Beginning Nurses, 0 Level 2 Incoming Nurses and 1, 2 or 3 Level 3 Incoming Nurses (Courtesy)	No stipend	15
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This agreement between the North Middlesex Regional School Committee and the North Middlesex Regional School District Nurses' Association entered into on July 1, 2024 and shall continue in full force and effect to June 30, 2027.

For the North Middlesex Regional School
Committee

Lisa Bloom

W. H. P. B.

Ther (Cory)

Liz M

Patrick McPhillips

Jim Z

Paul W

Jill Swigg

For North Middlesex Regional School
District Nurses' Association

Rebecca Boutwell

Rebecca Boutwell, Nurse Representative

Laurie Sheridan

Laurie Sheridan, Nurse Representative

Marc Carbonneau

Marc Carbonneau, Associate
Director MNA

Julie B. Pinkham

Julie B. Pinkham
Executive Director MNA

Appendix A

FY25	3.00%	COLA						
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	\$56,408	\$57,261	\$58,654	\$59,516	\$60,700	\$62,439	\$63,645	\$64,875
2	\$58,668	\$59,546	\$61,000	\$61,897	\$63,172	\$64,932	\$66,147	\$67,468
3	\$61,014	\$61,927	\$63,440	\$64,374	\$65,652	\$67,533	\$68,792	\$70,166
4	\$63,455	\$64,406	\$65,980	\$66,950	\$68,282	\$70,234	\$71,543	\$72,976
5	\$66,249	\$66,980	\$68,618	\$69,627	\$71,012	\$73,043	\$74,406	\$75,892
6	\$68,631	\$69,660	\$71,364	\$72,410	\$73,852	\$75,964	\$77,316	\$78,931
7	\$71,377	\$72,447	\$74,217	\$75,309	\$76,807	\$79,003	\$80,475	\$82,084
8	\$73,878	\$74,981	\$77,186	\$78,321	\$79,880	\$82,162	\$83,697	\$85,371
9	\$76,272	\$77,415	\$80,274	\$81,453	\$83,074	\$85,452	\$87,045	\$88,783
10	\$80,196	\$81,397	\$84,427	\$85,694	\$86,977	\$89,144	\$90,479	\$91,838
11	X	X	\$87,383	\$88,693	\$90,024	\$92,264	\$93,646	\$95,050
12	X	X	\$90,215	\$91,567	\$92,943	\$95,255	\$96,685	\$98,135
13	X	X	\$93,843	\$95,248	\$96,681	\$99,085	\$100,573	\$102,077

FY26	3.50%	COLA						
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	\$58,382	\$59,265	\$60,707	\$61,600	\$62,824	\$64,624	\$65,872	\$67,145
2	\$60,721	\$61,630	\$63,135	\$64,063	\$65,383	\$67,205	\$68,462	\$69,829
3	\$63,150	\$64,094	\$65,660	\$66,627	\$67,950	\$69,897	\$71,199	\$72,621
4	\$65,676	\$66,660	\$68,289	\$69,293	\$70,672	\$72,692	\$74,047	\$75,530
5	\$68,567	\$69,324	\$71,019	\$72,064	\$73,498	\$75,600	\$77,010	\$78,549
6	\$71,033	\$72,098	\$73,861	\$74,944	\$76,437	\$78,622	\$80,022	\$81,694
7	\$73,875	\$74,983	\$76,814	\$77,945	\$79,495	\$81,768	\$83,292	\$84,957
8	\$76,464	\$77,605	\$79,888	\$81,062	\$82,675	\$85,038	\$86,626	\$88,358
9	\$78,941	\$80,124	\$83,084	\$84,304	\$85,981	\$88,443	\$90,092	\$91,890
10	\$83,003	\$84,246	\$87,382	\$88,693	\$90,022	\$92,264	\$93,646	\$95,052
11	X	X	\$90,442	\$91,798	\$93,175	\$95,494	\$96,923	\$98,377
12	X	X	\$93,372	\$94,772	\$96,196	\$98,589	\$100,069	\$101,570
13	X	X	\$97,128	\$98,582	\$100,065	\$102,553	\$104,093	\$105,650

FY27	3.50%	COLA						
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	\$60,426	\$61,339	\$62,832	\$63,756	\$65,023	\$66,886	\$68,178	\$69,495
2	\$62,846	\$63,788	\$65,344	\$66,305	\$67,671	\$69,557	\$70,858	\$72,274
3	\$65,360	\$66,337	\$67,958	\$68,959	\$70,328	\$72,343	\$73,691	\$75,163
4	\$67,975	\$68,993	\$70,679	\$71,719	\$73,145	\$75,236	\$76,638	\$78,173
5	\$70,967	\$71,751	\$73,505	\$74,586	\$76,070	\$78,246	\$79,706	\$81,298

6	\$73,519	\$74,621	\$76,446	\$77,567	\$79,112	\$81,374	\$82,823	\$84,553
7	\$76,461	\$77,607	\$79,503	\$80,673	\$82,278	\$84,630	\$86,207	\$87,930
8	\$79,140	\$80,321	\$82,684	\$83,900	\$85,569	\$88,014	\$89,658	\$91,451
9	\$81,704	\$82,929	\$85,992	\$87,255	\$88,991	\$91,538	\$93,245	\$95,106
10	\$85,908	\$87,194	\$90,440	\$91,797	\$93,172	\$95,494	\$96,924	\$98,379
11			\$93,607	\$95,010	\$96,436	\$98,836	\$100,315	\$101,820
12			\$96,640	\$98,089	\$99,563	\$102,040	\$103,571	\$105,125
13			\$100,527	\$102,032	\$103,567	\$106,142	\$107,737	\$109,348

Appendix B

AGREEMENT

Between

Massachusetts Nurses Association

(MNA)

And

NMRSD SCHOOL COMMITTEE

Nurse Evaluation

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1. **Purpose of Nurse Evaluation**

- A. This contract language has been locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B. The regulatory purposes of evaluation are:
- i. To promote student learning, growth, and achievement by providing Nurses 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 educators 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 (* indicates definition is generally based on 603 CMR 35.02)**

- A. ***Artifacts of Professional Practice:** Products of a Nurse's work and possible student work samples that demonstrate the Nurse's knowledge and skills with respect to specific performance standards.
- B. **Caseload Educator:** Specialists who teach or counsel individual or small groups of students through consultation with the regular classroom nurse, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education nurses.
- C. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Nursing Practice (603 CMR 35.03).
- D. **Directory of Evidence:** Nurses will provide a directory of evidence to demonstrate their level of proficiency relative to each of the four standards. The directory will be a list of the evidence they have collected during the Nurse's evaluation cycle and will be submitted to the evaluator no later than the required dates for submission of all evidence. Nurses do not need to include actual evidence with the directory but instead must be prepared to provide the actual evidence listed in the directory within three working days if requested by the evaluator. The directory of evidence only applies to the four standards, not to the evidence required for the Nurse's goals. Nurses must provide actual evidence relative to the goals.

- E. ***District-determined Measures:** Measures of student learning, growth and achievement. NMRSD nurses currently follow Northeastern University School Health Institute DDM recommendations. Implementation of future district determined measures for Nurses is subject to negotiation.
- F. ***Educator(s):** Inclusive term that applies to all caseload educators, including Nurses, and classroom nurses unless otherwise noted.
- G. ***Nurse Plan:** The growth or improvement actions identified as part of each Nurse's evaluation. The type of plan is determined by the Nurse's career stage (i.e., PTS or non-PTS), overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Nurse Plans:
- i. **Developing Nurse Plan** shall mean a plan developed by the Nurse and the Evaluator for one school year or less for a Nurse without Professional Nurse Status (PTS); or, at the discretion of an Evaluator, for a Nurse with PTS in a new assignment. If the Evaluator determines that a Nurse with PTS should be placed on a Developing Nurse Plan, the Evaluator must provide a written rationale to the superintendent and/or designee and the Nurse.
 - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Nurse for one or two school years for Nurses with PTS who are rated proficient or exemplary.
 - iii. **Directed Growth Plan** shall mean a plan developed by the Nurse and the Evaluator of one school year or less for Nurses with PTS who are rated needs improvement.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Nurses with PTS who are rated unsatisfactory with goals specific to improving the Nurse's unsatisfactory performance. In those cases where a Nurse is rated unsatisfactory near the close of a school year, the plan may include activities during the summer proceeding the next school year.
- H. ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I. ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J. ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent and/or designee is responsible for ensuring that all Evaluators have knowledge and training in the principles of supervision and evaluation. Each Nurse will have one primary Evaluator and one supervising Evaluator responsible for determining performance ratings. Evaluators will include building administrator, nursing coordinator, or Superintendent designee with nursing background.

- i. **Primary Evaluator** shall be the person who determines the Nurse's performance ratings and evaluation.
 - ii. **Supervising Evaluator** shall be the person responsible for overseeing the development of the Nurse Plan, supervising the Nurse's progress through formative assessments, evaluating the Nurse's progress toward attaining the Nurse Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Nurse Plan. The supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii. **Teaching Staff Assigned to More Than One Building:** Each Nurse who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Nurse serves must review and sign the evaluation, and may add written comments. In cases where there is no predominating assignment, the superintendent and/or designee will determine who the primary Evaluator will be.
 - iv. **Notification:** The Nurse shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the beginning of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Nurse.
- K. **Evaluation Cycle:** A five-component process that all Nurses follow consisting of 1) Self-Assessment; 2) Goal-setting and Nurse Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L. ***Experienced Nurse:** a Nurse with Professional Nurse Status (PTS).
- M. ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N. ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Nurse Plans, performance on standards, or both. This process typically takes place at mid-cycle, but may be scheduled at another time with the agreement of the Evaluator and Educator.
- O. ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for a Nurse on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Nurse Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P. ***Goal:** A specific, actionable, and measurable area of improvement as set forth in a Nurse's plan. A goal may pertain to any or all of the following: Nurse Practice in relation to Performance Standards, Nurse Practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Nurses, by the Evaluator, or by teams of Nurses.

- Q. ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. **Multiple Measures of Student Learning:** Measures must include a combination of school and district assessments. This definition may be revised as required by regulations and agreement of the parties upon issuance of ESE guidance expected.
- S. ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration (generally 10-30 minutes) by the Evaluator and may include examination of artifacts of practice. An observation will occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Nurse. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on health office and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Nurse, are not observations as defined in this Article.
- T. **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Nurses covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U. ***Performance Rating:** Describes the Nurse’s performance on each performance standard and overall. There shall be four performance ratings:
- **Exemplary:** the Nurse’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - **Proficient:** the Nurse’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - **Needs Improvement:** the Nurse’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - **Unsatisfactory:** the Nurse’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Nurse’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V. ***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.

- W. ***Professional Nurse Status:** PTS is the status granted to a Nurse pursuant to M.G.L. c.71, § 41.
- X. **Rating of Nurse Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at a Nurse's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.
- Y. **Rating of Overall Nurse Performance:** The Nurse's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Nurse's performance against the four Performance Standards and the Nurse's attainment of goals set forth in the Nurse Plan, as follows:
- i. Standard 1: Planning and Preparation
 - ii. Standard 2: The Environment
 - iii. Standard 3: Delivery of Service
 - iv. Standard 4: Family and Community Outreach
 - v. Standard 5: Professional Responsibility
 - vi. Attainment of Professional Practice Goal(s)
 - vii. Attainment of Student Learning Goal(s)
- Z. ***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 Nurses 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 Nurse's performance against Performance Standards and the Nurse's attainment of goals set forth in the Nurse'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. ***Nurse:** Any person 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. Nurses include, for example, classroom nurses, librarians, guidance counselors, or school nurses.

- DD. ***Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Nurse's rating on impact on student learning as high, moderate or low.

3. Evidence Used In Evaluation

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

- A. Multiple measures of student learning, growth, and achievement, which shall include:
- i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks are comparable within grades in a school.
 - ii. At least two district-determined measures of student learning related to Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. A minimum of two years of data is required.
 - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv. For Educators whose primary role is not as a classroom nurse, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility. The parties agree to bargain this regulatory requirement after guidance has been issued by ESE.
- B. Judgments based on observations and artifacts of practice including:
- i. Unannounced observations of practice of any duration.
 - ii. Announced observation(s) for non-PTS Nurses in their first year of practice in a school, Nurses on Improvement Plans, and as determined by the Evaluator.
 - iii. Examination of Nurse work products and student work products.
- C. Evidence relevant to one or more Performance Standards, including but not limited to:
- i. Evidence compiled and presented by the Nurse, including:
 - a. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in Nurse plans, contributions to the school community and professional culture;
 - b. Evidence of active outreach to and engagement with families, participation in open house or other evening events, parent communication logs;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcomes goal(s); and

iv. Student and Staff feedback as proposed by the state regulation of June 30, 2013 – see #23-24 below;

and

v. Any other relevant evidence from the Nurse's worksite or classroom that the Evaluator shares with the Nurse. Other relevant evidence could include information provided by other administrators from the Nurse's building and the superintendent. To include other relevant evidence in a Nurse's Summative Evaluation Report, it must be supported by other sources of evidence and must be brought to the attention of the Nurse in writing within three working days and prior to being included in the Summative Evaluation Report.

4. **Rubric**

The rubrics are a scoring tool used for the Nurse's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics provided by ESE as prioritized. At the end of the year, the parties will review the rubrics for possible revisions.

5. **Evaluation Cycle: Training**

Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Nurses, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

A. By November 1st of the first year of this agreement, all Nurses shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Nurse hired after November 1st, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent and/or designee shall determine the type and quality of the learning activity based on guidance provided by ESE.

6. **Evaluation Cycle: Annual Orientation**

- A. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Nurses and Evaluators focused substantially on Nurse evaluation. The superintendent, principal or designee shall:
- i. Provide an overview of the evaluation process, including goal setting and the Nurse plans.
 - ii. Provide all Nurses with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii. Orientation of Nurses hired after the beginning of the school year will be done by the mentor assigned to that nurse.
- B. All new nurses will have training in the Evaluation Cycle and SMART goal development as part of the new Nurse Induction Program.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Nurse completing and submitting to the Primary or Supervising Evaluator a self-assessment by the dates specified on the Evaluation Calendar.
- ii. The self-assessment includes:
 - a. An analysis of evidence learning, growth and achievement for students under the Nurse's responsibility.
 - b. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - c. Proposed goals to pursue:
 - At least one goal directly related to improving the Nurse's own professional practice.
 - At least one goal directly related to improving student learning.

B. Proposing the goals

- i. Nurses must consider goals for grade-level or other groups of Nurses who share responsibility for student learning and results, except as provided in (ii) below. Nurses will meet with other Nurses whom they share responsibility for student learning and results to consider establishing team goals (See Appendix C: Goal Setting & Nurse Plan Form). Evaluators may participate in such meetings.
- ii. For Nurses in their first year of practice, the Evaluator or his/her designee will meet with each Nurse by the dates specified on the Evaluation Calendar to assist the Nurse in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that a Nurse in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Nurse may address shared team goals.
- iv. For Nurses with PTS and ratings of proficient or exemplary, the goals may be team goals, and in limited cases, when a logical team is not available, goals may be individual. In addition, these Nurses may include individual professional practice goals that address enhancing skills that enable the Nurse to share proficient practices with colleagues or develop leadership skills.
- v. For Nurses with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement and be written as an individual goal(s).
- vi. The district will provide Nurses with the strategic plan, district-wide goals, and individual school improvement goals upon approval by the School Committee or when finalized. These documents may be provided electronically.

8. Evaluation Cycle: Goal Setting and Development of the Nurse Plan

Every Nurse has a Nurse Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also

outlines actions the Nurse must take to attain the goals established in the Plan and evidence the Nurse will collect to assess progress of the goals. Goals may be developed by individual Nurses, by the Evaluator, or by teams, departments, or groups of Nurses who have similar roles and/or responsibilities. See Sections 15-19 for more on Nurse Plans.

- a. To determine the goals to be included in the Nurse Plan, the Evaluator reviews the goals the Nurse has proposed in the Goal-setting Form, using evidence of Nurse performance and impact on student learning, growth and achievement based on the Nurse's self-assessment and other sources that Evaluator shares with the Nurse. The process for determining the Nurse's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below. The parties agree to bargain the regulatory requirements after guidance has been issued.
- b. Nurse Plan Development Meetings shall be conducted as follows:
 - i. Nurses in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by the dates specified on the Evaluation Calendar of the next academic year to review the development of their Nurse Plans. Nurses shall not be expected to meet during the summer hiatus.
 - ii. For those Nurses new to the school, the meeting with the Evaluator to establish the Nurse Plan must occur by the dates specified on the Evaluation Calendar.
 - iii. The Evaluator shall meet individually with Nurses with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- c. The Nurse completes the Nurse Plan by the dates specified on the Evaluation Calendar. The Evaluator will review the Nurse Plan and return the Nurse Plan to the Nurse with any changes, if needed, within five days. The Nurse shall sign the Nurse Plan within 5 school days of its receipt and may include a written response. The Nurse's signature indicates that the Nurse received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Nurse's Plan.

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Nurses without PTS

- a. In the first year of practice in NMRSD or first year assigned to a school
 - i. The Nurse shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii. The Nurse shall have at least three unannounced observations during the school year.
- b. In their second and third years of practice or second and third years as a non-PTS Nurse in the school:
 - i. The Nurse shall have at least two unannounced observations and one announced observation during the school year.

10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Nurses with PTS

- c. The Nurse whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- d. The Nurse whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced and one announced observations.
- e. The Nurse whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for Improvement Plans of one year, shall there be less than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

11. Observations

The Evaluator's first observation of the Nurse should take place by the dates specified on the Evaluation Calendar. Observations required by the Nurse Plan should be completed by the dates specified on the Evaluation Calendar. The Evaluator may conduct additional observations after this date.

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

A. Unannounced Observations

- i. Unannounced observations may be in the form of worksite visitations, or Administrative Walkthroughs by the Primary or Supervisory Evaluator. Examples of worksite visitations could include, but are not limited to, observations of parent conferences, IEP meetings, participation in professional meetings, etc.
- ii. The Nurse will be provided with written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Nurse in person, email or placed in school mailbox.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days. The Nurse shall be given written feedback that describes concerns & actions needed to improve performance.
- iv. The Nurse shall have the opportunity to write a response to observation within 5 school days of receipt of written feedback.

B. Announced Observations

- i. All non-PTS Nurses in their first year in the school, PTS Nurses on Improvement Plans and other Nurses at the discretion of the Evaluator shall have at least one

Announced Observation. The Announced Observation shall be at least 30 minutes in duration.

- a. The Evaluator shall select the date and time of the observation and discuss with the Nurse any specific goal(s) for the observation.
- b. No announced observations will take place on a day before or after a vacation or holiday.
- c. A pre-observation conference may be scheduled at the discretion of either the Nurse or the Evaluator within 4 school days of scheduled observation. In lieu of a meeting, the Nurse 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.
 1. The Nurse will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Nurse as soon as reasonably practical.
- d. Within 5 school days of the observation, the Evaluator and Nurse shall meet for a post-observation conference. The Evaluator and Nurse can complete the post-observation conference by phone if necessary and mutually agreed to by both parties. This time frame may be extended due to unavailability on the part of either the Evaluator or the Nurse, but shall be rescheduled within 1 school day if possible.
- e. The Evaluator shall provide the Nurse with written feedback within 5 school days of the post-observation conference. For any standard where the Nurse's practice was found to be unsatisfactory or needs improvement, the feedback must:
 1. Describe the basis for the Evaluator's judgment.
 2. Describe actions the Nurse should take to improve his/her performance.
 3. Identify support and/or resources the Nurse may use in his/her improvement.
 4. State that the Nurse is responsible for addressing the need for improvement.
 5. The Nurse shall have the opportunity to write a response to the observation within five (5) school days of receipt of the Evaluator's written feedback.

12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Nurses with feedback for improvement. Evaluators are expected to make unannounced visits of the Nurses. Evaluators are expected to give targeted constructive feedback to Nurses based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment Report is completed. For a

Nurse on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See section 13, below.

- C. The Formative Assessment Report provides written feedback to the Nurse about his/her progress towards attaining the goals set forth in the Nurse Plan, performance on Performance Standards and overall, or both.
 - D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
 - E. The Evaluator shall complete the Formative Assessment Report and provide a copy to the Nurse. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Nurse's school mailbox.
 - F. Upon the request of either the Evaluator or the Nurse, the Evaluator and the Nurse will meet either before or after completion of the Formative Assessment Report.
 - G. The Nurse may reply in writing to the Formative Assessment Report within 5 school days of receiving the report.
 - H. The Nurse shall sign the Formative Assessment Report within 5 school days of receiving the report. The signature indicates that the Nurse received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Nurse Plan.
 - J. If the rating in the Formative Assessment Report differs from the last summative rating the Nurse received, the Evaluator may place the Nurse on a different Nurse Plan, appropriate to the new rating.
- 13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Nurses on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Nurse's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Nurse on a different Nurse plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Nurse about his/her progress towards attaining the goals set forth in the Nurse Plan, performance on each performance standard and overall, or both.
 - C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Nurse, the Nurse shall provide to the Evaluator evidence of family

outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The nurse may also provide to the evaluator additional evidence of the nurse's performance against the four Performance Standards.

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

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a Summative Evaluation Report. For Nurses on a one or two year Nurse Plan, the Summative Report must be written and provided to the Nurse by the dates specified on the Evaluation Calendar.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Nurse Plan goals.
- C. The professional judgment of the primary Evaluator shall determine the overall summative rating that the Nurse receives.
- D. For a Nurse whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Nurse's rating. In cases where the superintendent serves as the Primary Evaluator, the superintendent's decision on the rating shall not be subject to review.
- E. The summative evaluation rating must be based on evidence from multiple categories of evidence.
- F. To be rated proficient overall, the Nurse shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Nurse, the Nurse shall provide to the Evaluator evidence of family outreach and

engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Nurse may also provide to the evaluator additional evidence of the Nurse's performances against the four Performance Standards.

- H. The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Nurse face-to-face, by email or to the Nurse's school mailbox no later than the dates specified on the Evaluation Calendar.
- J. The Evaluator shall meet with the Nurse rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the dates specified on the Evaluation Calendar.
- K. The Evaluator may meet with the Nurse rated proficient or exemplary to discuss the summative evaluation, if either the Nurse or the Evaluator requests such a meeting. The meeting shall occur by the dates specified on the Evaluation Calendar.
- L. Upon mutual agreement, the Nurse 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 Nurse shall sign the final Summative Evaluation Report by the dates specified on the Evaluation Calendar. The signature indicates that the Nurse received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N. The Nurse shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.
- O. A copy of the signed final Summative Evaluation Report shall be filed in the Nurse's personnel file.

15. Nurse Plans – General

- A. Nurse Plans shall be designed to provide Nurses with feedback for improvement, professional growth, and leadership; and to ensure Nurse's effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Nurse Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement of learning, growth and achievement of the students under the Nurse's responsibility;
 - iii. An outline of actions the Nurse must take to attain the goals and evidence to document progress. Actions must include specified professional development and learning activities that the Nurse will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C. It is the Nurse's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Nurse Plan.
- 16. Nurse Plans: Developing Nurse Plan**
- A. The Developing Nurse Plan is for all Nurses without PTS, and, at the discretion of the Evaluator, for Nurses with PTS in new assignments.
 - B. The Nurse shall be evaluated at least annually.
- 17. Nurse Plans: Self-Directed Growth Plan**
- a. A Two-year Self-Directed Growth Plan is for those Nurses with PTS who have an overall rating of proficient or exemplary, and after 2013-14 whose impact on student learning is moderate or high. A Formative Evaluation Report is completed at the end of year 1 and a Summative Evaluation Report at the end of year 2.
 - b. A One-Year Self-Directed Growth Plan is for those Nurses with PTS who have an overall rating of proficient or exemplary, and after 2013-14 whose impact on student learning is low. In this case, the Evaluator and Nurse 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.
- 18. Nurse Plans: Directed Growth Plan**
- a. A Directed Growth Plan is for those Nurses with PTS whose overall rating is needs improvement.
 - b. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
 - c. The Evaluator shall complete a Summative Evaluation Report for the Nurse at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
 - d. For a Nurse on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Nurse on a Self-Directed Growth Plan for the next evaluation cycle.
 - e. For a Nurse on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Nurse as unsatisfactory and will place the Nurse on an Improvement Plan for the next evaluation cycle.
- 19. Nurse Plans: Improvement Plan**
- a. An Improvement Plan is for those Nurses with PTS whose overall rating is unsatisfactory.
 - b. The Parties agree that it may be necessary from time to time to place a Nurse whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of a Nurse receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
 - c. The Evaluator must complete a Summative Evaluation Report for the Nurse at the end of the period determined by the Evaluator for the Plan.

- d. A Nurse on an Improvement Plan shall be assigned a supervising Evaluator (see definitions). The supervising Evaluator is responsible for providing the Nurse with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the supervising Evaluator.
- e. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Nurse must take to improve and the assistance to be provided to the Nurse by the district.
- f. The Improvement Plan process shall include:
 - i. Within ten school days of notification to the Nurse that the Nurse is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Nurse and the MNA to discuss the Improvement Plan. The Evaluator in conjunction with the MNA will develop the Improvement Plan, which will include the provision of specific assistance to the Nurse.
- g. The Improvement Plan shall:
 - i. Define the improvement goals directly related to the Performance Standard(s) and/or student learning outcomes that must be improved;
 - ii. Describe the activities and work products the Nurse must complete as a means of improving performance;
 - iii. Describe the assistance/resources that the district will make available to the Nurse;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v. Detail the timeline for completion of each component of the Plan, including at a minimum a Mid-Cycle Formative Assessment Report of the relevant standard(s) and indicator(s);
 - vi. Identify the evaluator assigned to assist the Nurse which must include minimally the Supervising Evaluator; and,
 - vii. Include the signatures of the Nurse and Supervising Evaluator.
- h. A copy of the signed Plan shall be provided to the Nurse. The Nurse's signature indicates that the Nurse received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- i. Decision on the Nurse's status at the conclusion of the Improvement Plan.
 - i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 1. If the Evaluator determines that the Nurse has improved his/her practice to the level of proficiency, the Nurse will be placed on a Self-Directed Growth Plan.
 - 2. In those cases where the Nurse 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 Nurse is making substantial progress toward proficiency, the Evaluator shall place the Nurse on a Directed Growth Plan.

3. In those cases where the Nurse 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 Nurse is not making substantial progress toward proficiency, the Evaluator may recommend to the superintendent that the Nurse be dismissed.
4. If the Evaluator determines that the Nurse's practice remains at the level of unsatisfactory, the Evaluator may recommend to the superintendent that the Nurse be dismissed.

20. Timelines

Actual calendar dates will be assigned upon publication of approved School Committee school calendar for each school year. An updated timeline for each school year will normally be provided on the first day of each school year, but no later than the first two (2) weeks of school. School cancellations will change calendar dates. In the event of more than 3 school cancellation days, a revised calendar of dates will be provided. All dates are considered placeholders. Involved parties may decide alternative dates.

EVALUATION CALENDAR (One-Year Plans**)		
Activity:	Suggested completed By: (School day number)	School Calendar Dates (Dates below are used as examples)
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	15 th school day	September 19
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	25 th	October 3
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	35 th	October 18
Evaluator completes Educator Plans	45 th	November 1
Evaluator should complete first observation of each Educator	55 th	November 19
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	80 th	January 4
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	100 th	February 4
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	110 th	February 25

Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	130 th	March 25
Evaluator completes remaining required observations of each Educator	140 th	April 9
Evaluator completes Summative Evaluation Report	150 th	April 30
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	160 th	May 14
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	170 th	May 29
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	170 th	May 29

***For those Educators hired after September 15th, a modified Evaluation Calendar shall be developed between the Evaluator and the Educator.*

A. Nurses with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	150 th day of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	170 th day of Year 2
Evaluator and Educator sign Summative Evaluation Report	170 th day of Year 2

- A) Nurses on Plans of Less than One Year
 - i. The timeline for Nurses on Plans of less than one year will be established in the Nurse Plan.

21. Career Advancement

- A) In order to attain Professional Educator Status, the Nurse should achieve ratings of proficient or exemplary on each Performance Standard and overall. The Supervisor of Health Services and principal considering making an employment decision that would lead to PTS for any Nurse 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 Supervisor of Health Services's and principal's decision is subject to review and approval by the superintendent.

- B) In order to qualify to apply for a leader position, the Nurse must have had a summative evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Nurses with PTS whose summative performance rating is exemplary and after 2016-17 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.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating Nurse impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the Parties agree to bargain with respect to this matter.

23. Using Student feedback in Nurse Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Nurse Evaluation. Upon receiving this model contract language, direction and guidance, the Parties agree to bargain with respect to this matter.

24. Using Staff feedback in Nurse Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation. Upon receiving this model contract language, direction and guidance, the Parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Nurses in the district will be evaluated under the new procedures in the first school year at the outset of this agreement, and the remaining 50% or fewer under the new procedures the following school year.
- B) The parties shall agree on a process for identifying the Nurse Plan that each Nurse will be placed on during the Nurse's first year being evaluated under the new procedures, providing that Nurses who have received rating of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the Superintendent and Supervisor of Health Services will identify the start of the evaluation cycle for each Nurse.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A. Evaluators will include building administrator, nursing coordinator, or Superintendent designee with nursing license and licensed by DESE.

- B. Evaluators shall not make negative comments about the Nurse'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 a Nurse.
- C. The superintendent and/or designee shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Nurse and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Nurse may meet with the Evaluator's supervisor to discuss the disagreement. Should the Nurse request such a meeting, the Evaluator's supervisor must meet with the Nurse. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E. The Parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F. Violations of this article are subject to the grievance and arbitration procedures.

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