

Agreement

**Between
School Committee of Wilmington
and
Massachusetts Nurses
Association**

Three Year: September 1, 2025-August 31, 2028

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AGREEMENT

The School Committee of Wilmington, Massachusetts, and the Massachusetts Nurses Association hereby agree that the following conditions of employment for the School RNs shall be in effect for the period of September 1, 2025, through August 31, 2028.

Recognition:

The Town of Wilmington School Committee recognizes the Massachusetts Nurses Association as the exclusive collective bargaining representative of all registered school RNs except the Coordinator of Health Services. It shall be a condition of employment that all school RNs shall be required to join the Association or pay an agency fee.

Preamble:

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the Town of Wilmington under conditions which will insure uniformity of conditions of employment, economy and operation, quality and quantity of performance.

By the consummation of this agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association, to formulate work rules to govern the relationship, to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Association perform their duties, to provide an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the education system of the Town of Wilmington.

The parties recognize and agree that the provisions of this agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act the superintendent and/or principal(s) must do so now. It is the parties intention that the obligations of this agreement continue to be fulfilled even though statutory powers may have been delegated to and must be exercised by persons or entities other than those expressly

named herein. However, the parties also recognize that the Education Reform Act may have an impact on or prevent the fulfillment of certain obligations of this agreement. When such a situation occurs, the Superintendent will notify the MNA and the parties will meet to discuss and resolve the issue in a manner which gives full effect to the education reform act and the parties' intent contained in this agreement.

**ARTICLE I
PAY SCALE**

Section 1, Wages: See detailed salary chart below:

FY26

Step	B	B+15	M	M+15
1	\$ 55,874	\$ 57,269	\$ 61,458	\$ 62,858
2	\$ 58,664	\$ 60,066	\$ 64,533	\$ 65,925
3	\$ 61,595	\$ 62,858	\$ 67,756	\$ 69,160
4	\$ 64,675	\$ 65,646	\$ 71,150	\$ 72,543
5	\$ 67,917	\$ 68,441	\$ 74,703	\$ 76,099
6	\$ 71,308	\$ 72,634	\$ 75,797	\$ 77,495
7	\$ 74,872	\$ 75,428	\$ 80,452	\$ 81,852
8	\$ 78,619	\$ 79,620	\$ 83,806	\$ 85,204
9	\$ 81,017	\$ 82,414	\$ 86,600	\$ 87,997
10	\$ 85,945	\$ 87,538	\$ 91,570	\$ 93,159
11	\$ 90,874	\$ 92,666	\$ 96,537	\$ 98,321
12	\$ 91,783	\$ 93,593	\$ 97,502	\$ 99,304

FY27

Step	B	B+15	M	M+15
1	\$ 57,271	\$ 58,701	\$ 62,994	\$ 64,430
2	\$ 60,130	\$ 61,568	\$ 66,146	\$ 67,573
3	\$ 63,135	\$ 64,430	\$ 69,449	\$ 70,889
4	\$ 66,292	\$ 67,287	\$ 72,929	\$ 74,357
5	\$ 69,614	\$ 70,152	\$ 76,571	\$ 78,002
6	\$ 73,091	\$ 74,449	\$ 77,692	\$ 79,433
7	\$ 76,744	\$ 77,313	\$ 82,464	\$ 83,899
8	\$ 80,584	\$ 81,610	\$ 85,901	\$ 87,334
9	\$ 83,042	\$ 84,474	\$ 88,765	\$ 90,197
10	\$ 88,094	\$ 89,727	\$ 93,860	\$ 95,488
11	\$ 93,146	\$ 94,983	\$ 98,950	\$ 100,779
12	\$ 95,455	\$ 97,337	\$ 101,402	\$ 103,276

FY28

Step	B	B+15	M	M+15
1	\$ 58,846	\$ 60,315	\$ 64,727	\$ 66,201
2	\$ 61,784	\$ 63,261	\$ 67,965	\$ 69,431
3	\$ 64,871	\$ 66,201	\$ 71,359	\$ 72,838
4	\$ 68,115	\$ 69,138	\$ 74,935	\$ 76,402
5	\$ 71,529	\$ 72,082	\$ 78,676	\$ 80,147
6	\$ 75,101	\$ 76,497	\$ 79,828	\$ 81,617
7	\$ 78,854	\$ 79,440	\$ 84,731	\$ 86,206
8	\$ 82,800	\$ 83,855	\$ 88,263	\$ 89,736
9	\$ 85,326	\$ 86,797	\$ 91,206	\$ 92,678
10	\$ 90,516	\$ 92,194	\$ 96,441	\$ 98,114
11	\$ 95,708	\$ 97,595	\$ 101,671	\$ 103,551
12	\$ 99,511	\$ 101,473	\$ 105,712	\$ 107,666

Nurses who hold a Master's degree in nursing shall be placed in the Masters column of the above salary schedule. Nurses who hold a NCSN certification will not be eligible to be placed on the Masters scale. Effective in the 2022-2023 school year, nurses who obtain National Certified School Nurses (NCSN) status will be placed on the B+15 salary lane for each completed year they hold and retain the certification. Nurses who obtain NCSN status must provide supporting documentation to the Director of Human Resources annually.

Nursing experience will be considered for placement on the salary schedule. Evaluation of the related experience shall be at the sole discretion of the Superintendent.

Section 2. All RNs shall advance one step per year on each succeeding September 1.

Section 3. Effective in the 2022-2023 school year, the Committee accepts that the Medical Career Advisor shall be paid a stipend equal to Tier B in the educator's group (teachers) contract. The Medical Career Advisor will hold five (5) meetings per school year and plan two (2) health related activities, approved by the Coordinator of Nursing Services, in the community. Minutes of the five (5) monthly meetings will be provided to the Coordinator of Nursing Services.

Section 4. Longevity Pay

- a. RNs covered by this Agreement who have completed the appropriate number of years of consecutive employment shall be entitled to receive an annual longevity payment.
- b. Longevity payments will be made in accordance with the following schedule of years and dollar amounts:

<u>Number of Years</u>	<u>Dollar Amounts</u>
Year 15 to Year 19	\$700.00
Year 20 to Year 24	\$1,300.00
Year 25 to Year 29	\$1,900.00
Year 30 and above	\$2,250.00

Section 5, Summer Programs

Effective in the 2022-2023 school year, any nurse covered by this contract who works in the Wilmington Public Schools Summer Program and who works three (3) or more consecutive

hours will receive their per diem day rate of pay. If a nurse works fewer than three (3) hours, they will receive their hourly rate for the hours worked.

Section 6, Field Trips

Effective in the 2022-2023 school year, any nurse covered by this contract who works a day field trip that extends more than one (1) hour past their normal school hours will be paid at the nurse's regular hourly rate for hours in excess of the one (1) hour.

Any nurse covered by this contract who works an evening field trip fewer than three (3) hours will receive their hourly rate for the hours worked. Any nurse covered by this contract who works three (3) or more consecutive hours will receive their per diem day rate of pay.

Any nurse covered by this contract who works on a day not covered by their contractual workday/year, will be compensated \$150 per day.

Any nurse covered by this contract who works an overnight field trip and is called to attend to the medical needs of students and/or staff between the hours of 10:00 pm and 6:00 am, will receive a minimum of two (2) hours of pay at their regular hourly rate.

Section 7, Coverage

Effective in the 2022-2023 school year, school nurses may be assigned to provide coverage in other district schools when necessary and as assigned by the Coordinator of Nursing Services. When a nurse who works in a school that is staffed with two or more nurses is required to work alone, then that nurse will be paid a stipend of one hundred (\$100) dollars per day in addition to the nurse's regular salary.

Section 8, Direct Deposit

All bargaining unit members will use direct deposit to receive their paycheck. All members will receive all paystubs via electronic means.

Section 9. In years in which bargaining unit members are working with the Town of Wilmington's Holiday Assistance Program, the bargaining unit member whom the Coordinator of Health Services selects to participate in that Program as the liaison between the Wilmington Public

Schools and the Program shall receive an annual stipend of \$500.00 in recognition of the additional workload and hours involved in this role, payable in a lump sum in January. Bargaining unit members who are interested in serving as the liaison must submit a letter of interest to the Coordinator of Health Services no later than October 1.

ARTICLE II WORK YEAR

Section 1. The normal work year for nurses shall consist of 182 days. One day of the 182 will be for the purpose of professional development. It is up to the RN, with the approval of the Superintendent or their designee, to decide if they will use this day on the same day as the teacher's development day or take their day during the same fiscal year on a non-school day to take advantage of professional development seminars for nurses.

Section 2. Nurses who work in excess of the 182 day school year in the Special Education Summer Program shall be paid at the nurses' per diem day (or hourly) rate of pay. Priority will be given to Wilmington School Nurses in filling positions for the Wilmington Special Education Summer Program.

ARTICLE III WORK DAY

Section 1. The work day for all full-time Registered Nurses shall begin with the arrival of the first school bus and end with the departure of the last school bus. This excludes the arrival and departure of the late bus at the middle school.

It is recognized, however, that the School Committee may adjust the start and finishing times of the school day.

Section 2. Nurses will have a duty-free lunch each day of a minimum of 30 minutes. Nurses will arrange to stagger their lunch breaks in such a manner as to ensure that one nurse will be on call during the lunch period in schools where there is more than one nurse.

Section 3. No RN shall be required to attend Department Meetings beyond regular working hours in excess of twenty (20) hours per year.

Section 4. RNs who are required to attend a CORE or PST in the evening or on a non-school day shall be reimbursed at their daily salary rate, pro-rata to the number of hours employed. No RN, however, shall be paid less than a half day's pay.

Section 5. Nothing herein shall preclude a RN from volunteering for activities in excess of the maximum standards set forth above.

Section 6. All nurses must make themselves available for a maximum of two (2) two-hour evening meetings per school year. For nurses at the early childhood level, one of the two meetings shall be the kindergarten orientation meeting. For all remaining nurses at the non-early childhood level, the first meeting shall be an open house. The second meeting shall be scheduled at the principal's discretion.

Section 7. All nurses will be required to attend one (1) one (1) hour meeting per month with the building principal.

Section 8. Nurses may be required to attend monthly staff meetings, at the discretion of the principal or designee, on occasions when the substance of such meeting is related to the nurse's work or requires his/her input or expertise. The principal or designee will determine when a nurse is required to attend a staff meeting and inform the nurse in advance

Section 9. Nurses will be expected to perform a duty before and/or after school for a total duration of thirty minutes.

Section 10. Nurses shall be expected to obtain and maintain certification as a CPR/AED instructor and shall provide one after school training to staff per year for the purposes of certifying interested staff volunteers in CPR/AED administration.

Section 11. Nurses will be expected to provide grade level and developmentally appropriate lessons to students in each school at the discretion of the Principal and/or Coordinator of Health Services. The content of the lessons shall be approved by the building principal and the Coordinator of Health Services.

ARTICLE IV SICK LEAVE

Section 1. Each RN shall be allowed fifteen (15) days paid sick leave annually, cumulative to one hundred eighty (180) days. One (1) additional sick leave day shall be added for every thirteen (13) additional days worked beyond the regular school year in the Special Education Summer Program.

An RN who has completed one school year of service shall be allowed to use up to fourteen (14) days of accrued sick leave per year for time needed to care for a sick family member. Family members shall be restricted to parents, parents-in-law, spouse, children, or a family member residing in the same household. The Superintendent, upon the request of the RN, may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick leave and carries all the implications, requirements, and responsibilities of sick leave.

New RNs shall be allowed to use up to seven (7) days of accrued sick leave upon commencing employment; and on February 1, the RN shall be allowed to use another seven (7) days of accrued sick leave for the purposes of family illness as defined above. In the event that a bargaining unit member takes a leave of absence under the Family Medical Leave Act ("FMLA") for a qualifying family member, they shall be entitled to use an additional six (6) days of their accrued sick leave per year for this purpose in addition to the seven (7) or fourteen (14) days they are entitled to use to care for a sick member of their immediate family, as outlined above. In no event may a bargaining unit member use more than twenty (20) days of their accrued sick leave to care for a sick member of their immediate family per contract year.

Nurses who do not use a sick day during the school year shall receive a bonus payment of \$250.

Section 2. In recognition of dedicated service to the children of Wilmington any member of this unit hired who has been employed for fifteen (15) years in the Wilmington School system, upon his/her retirement shall be eligible to receive a lump sum payment at the end of his/her final year of employment for all unused sick leave accumulated to that date as provided below.

Upon retirement, the Committee will compensate each retired Registered Nurse at the rate of twenty-five (25) dollars for each unused day of cumulative sick leave available on the last day of the work year. Payment for these unused sick leave days will be available on August 1.

Effective in the 2022-2023 school year, a nurse who has worked in Wilmington for twenty-five (25) years as of June 30 of the year in which they retire from the Wilmington School System, shall be entitled to receive in the final year \$5,000 above the applicable salary schedule in the final year of nursing. In addition, the sick leave buyback for such a nurse provided for in Article IV, Section 2, paragraphs 1 and 2 will be at the rate of \$30.00 per day rather than the normal \$25.00 per day. Persons seeking this incentive pay must notify the School Department in writing by December 1 of the year prior to the calendar year in which they intend to retire in order that appropriate funding may be arranged in that school year's budget. Payment shall be made no later than the time at which sick time buy-back payment is made pursuant to Article IV, Section 2.

Section 3. Eligible members of the unit who desire to participate in this program will notify the Superintendent in writing of their intention to retire by December 1, prior to the year in which they intend to retire under the provisions of the Massachusetts Teachers Retirement System. After giving such notice, an option exists for each nurse to notify the Superintendent in writing by March 1 of the school year prior to the year in which they intended to retire if their intent has changed and they no longer wish to do so.

Section 4. In the event the individual fails to retire under the provisions of the Middlesex County Retirement Act or the Massachusetts Teachers' Retirement System immediately at the conclusion of the school year (unless prevented from doing so by death), the RN shall agree in writing to repay the Town of Wilmington the difference between the salary which was actually received under the provisions of this section and that which the RN would have received had they not submitted the intention to retire, said amount to be deducted from the final paycheck(s) of the school year to the extent it is sufficient to cover that amount, and the RN's Sick Leave shall be restored to her in full.

Section 5. Should a professional employee covered by this contract die while in employment of the Wilmington School Committee, accumulated sick leave, not to exceed days specified in

Article V, Section 1, shall be paid to his or her estate or other legal representative at the rate of twenty-five dollars (\$25.00) per day.

Section 6. Sick Leave Bank

Effective for the three year term of this Agreement, a Sick Leave Bank will be established for use by qualified members whose sick leave accumulation is exhausted through serious prolonged illness and who require additional leave to make full recovery from an extended illness.

Each full time and permanent member of the bargaining unit who is eligible to participate shall submit two sick days, and part time members shall submit one day each year during this agreement to be utilized by those who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness.

Individuals shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days as of the beginning of the school year including the fifteen (15) days referred to in Article IV, Section 1, but after the submission required by Section 6, Paragraph 2.

If a person once qualified as set forth above for participation in the Sick Leave Bank, they shall not be required to requalify during the term of this Agreement in case of subsequent illnesses which would otherwise qualify for participation in this bank.

Sick Leave Bank days shall only be available after the eligible employee has exhausted his or her entire personal sick leave, both annual and accumulated.

Any sick leave granted under the provisions of this Article shall expire at the end of the applicable school year for the individual involved.

No individual employee may receive more than ninety (90) days of pay from the sick leave bank for an illness or disability.

If the Sick Leave Bank is exhausted during the term of this Agreement, it shall be renewed by a contribution of one (1) additional day of sick leave by each eligible person from his/her annual days of sick leave. To the extent that such additional day(s) are unused at the conclusion of this Agreement, they may be carried over to any successive school year.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two members shall be designated by the School Committee to serve at its discretion and two members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave:

- a. Adequate medical evidence of serious illness;
- b. Prior utilization of all eligible sick leave;
- c. Length of service in the Wilmington School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family, and in no instance may days be withdrawn for the purposes of maternity.

Application for benefits shall be made in writing on the appropriate application form to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.

Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

ARTICLE V BEREAVEMENT LEAVE

Section 1. Each RN shall be entitled to five (5) days' leave at time of death with pay in the case of death in the immediate family. "Immediate Family" shall include spouse, child, brother, sister, parents, parents-in-law, grandparents, grandchildren and any relative living in the same household. One (1) day shall be granted in the case of death of other relatives or a close friend.

ARTICLE VI PERSONAL LEAVE

Section 1. It is recognized by all that absences interrupt the educational process and must, therefore, be held to an absolute minimum.

Section 2. Registered Nurses are allowed three (3) personal days with pay per contract year, to be used with the advance approval of the Superintendent. Personal days are not cumulative from contract year to contract year. When requesting such personal leave the RN need not specify any reason other than "leave-personal reasons" and must submit such requests, in writing, as soon as possible, but not less than forty-eight (48) hours before the absence occurs. In no instance shall this leave be requested so as to extend a holiday or vacation.

Section 3. An RN may apply for a personal day on a day immediately before or after a holiday or vacation only for the express purpose of religious observance where such observance could not effectively be conducted outside school hours, and the Superintendent will grant the request with pay if the request does not exceed the number of possible personal days granted under the terms of this agreement.

The superintendent may approve a personal day on a day immediately before or immediately after a holiday or vacation for a purpose other than religious observance. In such cases the RN

must provide documentation to the superintendent that clearly indicates the request for leave is not for the purpose of extending a holiday or vacation.

Section 4. Nothing in this section shall preclude the Superintendent from granting additional personal leave without pay for reasons which they deem urgent. In such cases, deductions from salary shall be made on the basis of 1/182nd of the RN's annual salary for each such day.

Section 5. Personal day leave cannot be taken on consecutive school days without the approval of the Superintendent.

Section 6. The Superintendent, at his/her discretion, may grant a Registered Nurse a one year unpaid leave of absence. To be considered, such requests must be submitted in writing at least two (2) months prior to the anticipated date of departure if the leave is requested during the school year. If said leave request is for the next school year such requests must be submitted in writing prior to April 15th. A statement of the reason for such leave must be submitted with the request and must demonstrate a special or unique circumstance.

ARTICLE VII JURY DUTY

Section 1. Each RN called for Jury Duty shall be paid the daily difference between her pay and the payment for jury service.

ARTICLE VIII PROFESSIONAL MEETINGS

Section 1. Permission to attend such meetings shall be at the discretion of the Superintendent of Schools.

Section 2. Professional Development Fund – The employer will reimburse each RN with \$300 for expenses incurred for professional development opportunities approved in advance in writing by the Superintendent or his/her designee in accordance with Section 1 above. Reimbursement will not be used to pay for license renewals.

ARTICLE IX LIABILITY INSURANCE

Section 1. Professional liability insurance coverage in the amount of \$100,000/ \$300,000 to be provided for each RN. Annual premiums to be paid by employer.

ARTICLE X GRIEVANCE PROCEDURE

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact.

Section 1. For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any RN involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2. It is agreed that any individual RN or group of RNs, if they so desire, shall have the right at any time to present grievances to a supervisor, the Superintendent, the Committee, or a representative of the Committee without the intervention of the Association, provided that any adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present at such adjustment and be informed of the facts pertinent thereto. The Association will be provided with a copy of the remedy provided at any level of the grievance procedure.

Section 3. A matter which is not specifically covered by any provision of this Agreement or which is reserved to the discretion of the Committee by the terms of the Agreement may not be the subject of a grievance under the Agreement. Nothing in this Agreement is to be construed as preventing an employee from discussing a problem with his or her immediate supervisor.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to

expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article.

Section 4. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Wilmington for any RN involved in presenting such grievance.

Section 5. The purpose of the procedure set forth hereinafter is to produce prompt, ethical, and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Section 6. If, at the end of ten (10) school days next following the occurrence of any grievance or ten (10) days next following the date when the RN should reasonably have had first knowledge of its occurrence, the grievance shall not have been presented at Level One of the procedure set forth below, 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 level in the procedure shall not have been taken within the time specified therefore.

Level One The grievance shall be presented in writing during non-nursing hours by the employee to the appropriate immediate supervisor and/or principal of the employee.

Level Two If, at the end of five (5) school days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing within five (5) school days to the Superintendent, who shall, within ten (10) school days thereafter, meet with the employee in an effort to settle the grievance.

Level Three If no satisfactory settlement is made and if the grievance shall involve an interpretation or application of a specific provision of this Agreement, the Association may appeal to arbitration by written notice of such intention to appeal within fifteen (15) school days after receipt of the written answer under Level Two. No matter involving grievances presented by employees covered by this Agreement may be referred to arbitration without the approval of the Association. The appeal of arbitration shall be processed in accordance with the conditions and procedures set forth in Article XII (Arbitration).

Section 7. As used in this Article and in Article XII (Arbitration), the term "RN" shall include any member of the bargaining unit at the appropriate level involved.

Section 8. A grievance not initiated within the time specified shall be deemed waived. Failure of the RN filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee or its representatives at any level to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Section 10. Notwithstanding the provisions of Section 2 of this Article, the individual RN, if they so desire, shall have the right to be represented by the Association at the appropriate level of the grievance procedure.

ARTICLE XI ARBITRATION

Section 1. In the event the Association or the Committee elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following

procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within three (3) school days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules which shall apply to the hearing.

Section 2. The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present or future member of the Committee or Association have any personal obligation for payment under the provisions of this Agreement.

Section 3. The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at his decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the RN or group of RNs who initiated the grievance.

Section 4. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject of arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

It is the express intent of the parties hereto that the Arbitration Procedure defined in this Article be limited to matters involving the interpretation and application, claim of breach, or violation of

this Agreement. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Association and the Committee.

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. Any party raising the issue of arbitrability shall first proceed on that matter.

ARTICLE XII PARENTAL LEAVE

Section 1. Upon receipt of at least three (3) months' written notice of their anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence without pay for the birth or adoption of a child, for up to eight (8) weeks to any employee who has performed their regular duties for at least ninety (90) calendar days following initial employment, but less than one full work year, in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D.

Section 2. A full-time nurse who has been employed for one full school year may apply for, and be granted, a twelve (12) week leave pursuant to the Family Medical Leave Act of 1993 (FMLA) and the Committee's FMLA policy. Such nurse should obtain a copy of this policy for the duties and obligations of the Committee and the nurse. Notwithstanding the preceding, all eligible full-time nurses who have worked a minimum of ninety (90) days in the prior work year shall be entitled to twelve (12) weeks of parental leave compensation as follows:

- The first week of leave shall be compensated at 100% of the employee's regular compensation beginning in the contract year covering September 1, 2025 through August 31, 2026.
- Effective June 30, 2028, a second week of leave shall be compensated at 100% of the employee's regular compensation, for a total of two (2) weeks paid by the employer.
- Employees may use accrued sick leave for the remainder of the twelve (12) weeks of parental leave not covered by the employer.
- Parental leave and FMLA run concurrently.

Section 3. In the event the member of the unit desires a leave longer than the eight (8) weeks provided by G.L. c.149, §105D, or the twelve (12) weeks provided by FMLA, the below listed procedure shall be followed.

Section 4. By prior written agreement with the Superintendent, the parental/FMLA leave of absence may be extended as an unpaid child rearing leave of absence to the first day of the next school year following the birth of the child or the first day of the subsequent school year if the nurse has been employed for more than two (2) years.

Section 5. The member of the unit must notify the Superintendent in writing by the first of March in the calendar year in which their parental leave expires of their intention to return at the beginning of the school year or their intention to retire or resign from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

Section 6. In the event of unforeseen circumstances, for example, that the child does not live, the member of the unit may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent in the case of an acceptable vacancy.

Section 7. Parental leaves by two parents of the same child must be taken concurrently, consecutively, or some combination of the two.

ARTICLE XIII MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in the Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

**ARTICLE XIV
PERSONNEL RECORDS**

Section 1. Each employee in the unit shall have the right, upon request, to examine and have a copy of any and all material, including any and all evaluations, contained in any personnel records concerning said employee. The request will be fulfilled within a reasonable time and during normal working hours of the school administration.

Section 2. Whenever any material, including evaluations, is inserted into the personnel record of an employee, such employee shall promptly be notified and given a copy of such material.

Section 3. An employee may file a written response to an evaluation and have it attached and placed in the personnel file with the evaluation.

**ARTICLE XV
REDUCTION IN FORCE**

When and if a Reduction in Force occurs, the involved parties shall be entitled to a meeting with the Superintendent before such reduction takes place.

**ARTICLE XVI
MISCELLANEOUS**

DENTAL PLAN: The town group plan shall be available for participation by the school RNs.

DISABILITY INSURANCE: If disability insurance is provided to any other bargaining unit by the School Committee, upon request of the Union, this contract may be reopened for negotiations concerning disability insurance.

The Town of Wilmington, the School Department, and the Association will work to implement a tax contributory benefit, Med-Cap and Dependent Care plan for school employees; provided, the plans do not impose an additional cost burden on the town.

**ARTICLE XVII
SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restricted by such tribunal pending a final determination as to its validity, the remainder of this Agreement and or any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

**ARTICLE XVIII
VACANCIES AND PROMOTIONS**

Notice of nurse vacancy will be sent to all nurses in each school via email within ten (10) days of the Coordinator of Health Services and Superintendent's decision to fill the vacancy. The posting notice will specify the closing date for application, which except in unusual circumstances, shall be at least seven (7) days after the posting.

Each applicant will be given written notice of the disposition of their application.

**ARTICLE XIX
DUES CHECK-OFF**

Section 1. The School District shall deduct regular Association dues in the amount stated by the Nurse, from the Nurse's regular paycheck for each month. The amounts deducted shall be sent to the Association office with a roster. The School District will, at the same time, notify the Association of the names, addresses, rate of pay and date of hire of any new Nurse(s) and the

names of the Nurse(s) leaving School District employment. The deduction of dues shall be in accordance with approved Committee procedures.

Section 2. The Association agrees to indemnify and save the Committee and the School District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE XX EVALUATIONS

Nurses shall be evaluated per the agreed upon language detailed in Appendix A.

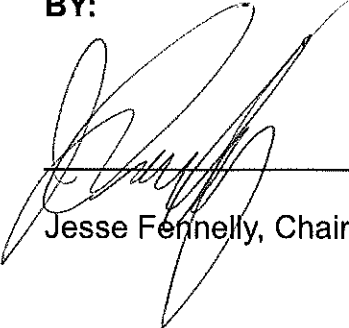
ARTICLE XXI DURATION

This Agreement shall become effective as of September 1, 2025, and shall continue in full force and effect to and including August 31, 2028, and shall thereafter automatically renew itself for successive terms of one (1) year each unless one of the parties shall have notified the other in writing at least sixty (60) days before the expiration date that it will not accept renewal.

This Agreement is made this 1st day of September by the School Committee of Wilmington, Massachusetts and the Massachusetts Nurses Association.

WILMINGTON SCHOOL COMMITTEE

BY:



Jesse Fennelly, Chair

MASSACHUSETTS NURSES ASSOCIATION

BY:



Bridget Davis, Chair

APPENDIX A

AGREEMENT

Between

**Massachusetts Nurses Association
(MNA)**

And

Wilmington SCHOOL COMMITTEE

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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:** Teachers who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C. **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 Teaching 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 related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F. ***Educator(s):** Inclusive term that applies to all caseload educators, including Nurses, and classroom teachers 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 Teacher 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 training in the principles of supervision and evaluation. Each Nurse will have one primary Evaluator at any one time responsible for determining performance ratings.
 - 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 their 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 their 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 Teacher Status (PTS).
- M. ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N. ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in 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 classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations 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 including student work. An observation will occur in person or through video. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. 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 classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the 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 Teacher 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: Curriculum, Planning and Assessment
 - ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement
 - iv. Standard 4: Professional Culture
 - v. Attainment of Professional Practice Goal(s)
 - vi. Attainment of Student Learning Goal(s)
- 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. ***Teacher:** 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. Teachers include, for example, classroom teachers, 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 or subjects 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. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case a minimum of three 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 teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility. 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. The faculty meeting may be digitally recorded to facilitate orientation of Nurses hired after the beginning of the school year.
- B. All new nurses will have training in the Evaluation Cycle and SMART goal development as part of the new Teacher 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 directed 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 their 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 their 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 educators 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 Wilmington Public Schools 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 timeframe 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 their performance.
 3. Identify support and/or resources the Nurse may use in their 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 their 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 their 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 their 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 their summative rating at the end of their 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 their Summative rating at the end of their 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.

EVALUATION CALENDAR (One-Year Plans**)		
Activity:	Completed By: (School day number)	School Calendar Dates (Dates used as example)
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 nurse leader 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 nurse leader'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 2013-14 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 by July 15, 2012. 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 by June 30, 2013. 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 by June 30, 2013. 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 Nurse Leader 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. Only Nurses who are licensed may serve as primary Evaluators of Nurses.
- 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.