Contract

Between

The Medford Nurses Association

And

The Medford School Committee

Dedicated to the Health of Medford Youth

July 1, 2025, through June 30, 2028

Medford School Committee

Honorable Mayor Breanna Lungo-Koehn, Chair

Honorable Jenny Graham, Vice Chair

Honorable Paul Ruseau, Secretary

Honorable Mike Mastrobuoni

Honorable Aaron Olapade

Honorable Jessica Parks

Honorable Erika Reinfeld

Medford Public Schools Bargaining Team

Honorable Jenny Graham, Vice Chair

Honorable Paul Ruseau, Secretary

Dr. Suzanne B. Galusi, Superintendent

Joan Bowen, Director of Student Services

Jeanine Camuso, Director of Human Resources

Howard Greenspan, School Committee Attorney

Medford Nurses Association

Executive Board

Laurie Borriello, Chair

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Article 1 - Recognition

For the purposes of collective bargaining with respect to wages, hours, other condition of employment, the negotiation of collective bargaining agreements and any other related questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of the nursing staff employed by the Committee; excepting, however, every such employee who, on the effective date of this Agreement, is, or thereafter shall be designated by the Committee as a representative of it for the purposes of such bargaining, and the Director of Health, Safety, Physical Education and Athletics, and managerial and/or confidential employees as defined in Chapter 150E of the General Laws.

Article 2 - Management Rights

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States, or any law or order pertinent thereto.

During the term of this Agreement, except as expressly provided otherwise therein, the determination and administration of health staff services, the operations of the schools, the maintenance and care of schools, nursing services and responsibilities, and the direction of the staff are vested exclusively in the School Committee. Without limiting the generality of the foregoing, the Association recognizes and agrees that the right to plan, manage, direct, transfer and lay off employees; and lawfully and for just and proper cause to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks, classification, and standards of performance for employees is vested exclusively in the management of the Medford School Committee.

The Committee is a public body established under and with the 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 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 exercise being made the subject of a grievance or arbitration proceeding hereunder.

Article 3 - Grievance/Arbitration Procedure

A grievance is a complaint of any employee which may arise concerning wages, hours, and conditions of employment covered by this Agreement or the interpretation and application of terms of this Agreement and shall be settled in the following manner:

Prior to step one all parties are encouraged to engage in informal resolution of disputes by discussion with the appropriate administrator prior to filing a grievance. Grievances of discipline given to bargaining unit members will be exempt from this provision and will begin directly at Step 1.

Step 1. The employee with a grievance will first present the grievance in writing and discuss it with the Director of Health Services with the object of resolving the matter informally. The employee will be required to initiate this first step within five (5) working days of the occurrence creating the grievance. A representative of the Association may be present. If the grievance is not resolved in the above manner, the employee and/or the Association may present their grievance, which shall be in writing, to the Superintendent of Schools, within ten (10) working days of said informal discussion.

Step 2. The Superintendent, within ten (10) school days after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve this matter.

The Superintendent shall notify the employee and Association in writing of his disposition of the matter within ten (10) school days of the meeting or within ten (10) school days after the expiration of the initial ten (10) school day limit. If the grievance is still unresolved, the employee and/or the Association may present their grievance, which shall be in writing, to the School Committee within ten (10)school days of the receipt of the Superintendent's decision. Failure of the Superintendent to render a decision within said time limit shall be treated as a denial.

Step 3. The School Committee at the next regular School Committee meeting, after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter. The School Committee shall thereafter notify the aggrieved employee and the Association in writing within ten (10) school days, as to the result of their deliberations. Failure of the School Committee to render a decision shall be treated as a denial.

Step 4. If the grievance still remains unresolved between the School Committee and the Association and/or employee, then either party may submit the matter to arbitration within ten (10) school days of the School Committee's response in Step 3, pursuant to the Labor Arbitration Rules of the American Arbitration Association; provided, however, no grievance shall be submitted to arbitration that:

1. involves a matter outside the scope of the express terms of this Agreement, notwithstanding the fact that the matter may have been discussed as a grievance in Steps 1 through 3;

2. involves a matter which has not been presented timely according to the time limitations as set forth herein, unless modified in writing by the mutual consent of the parties.

The Association agrees that it will not prosecute any grievance it determines to be without merit or frivolous. It is understood that the employee shall be entitled to initiate a grievance, prosecute it in

accordance with the terms of this Article and that an Association representative shall be afforded the opportunity of being present during such prosecution; but that the individual grievant shall not be entitled to initiate arbitration without the written consent of the Association and the School Committee.

Grievances pending or grievances which may arise during the summer vacation period shall be held in abeyance until the opening of school in September and then shall be processed in accordance with the provisions of this Article.

Nothing in this Agreement shall be construed as to obligate the parties to arbitrate the unresolved matters in any future negotiation or opener thereof, to be entered into upon the termination, opening, or reopening of this Agreement.

The arbitrator chosen shall have no power or authority to make a decision contrary to law, to add to or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties, subject to the provisions of General Laws, c. 150E. The costs of the arbitration shall be shared equally by the Committee and the Association.

Article 4 - No Strike

The Association on its own behalf and on behalf of each of the nurses that it represents, hereby agrees and covenants that it will not at any time either during the term of this Agreement, and any period thereafter during negotiations or fact finding authorize, approve, participate in or in any way encourage, induce or condone any strike, work stoppage, slowdown or the withholding of services, in whole or in part, including paid extra-hour services, from the employer, the School Committee of the City of Medford. Violation of this clause may result in disciplinary action including dismissal of the nurse or nurses involved.

Article 5 - Wages

Section 1. Salary schedules will be included in the fully remediated contract for full-time (exempt) nurses and an hourly rate wage chart will be included for part-time (non-exempt) nurses.

A. June 30, 2025 all salary scales will be increased by 1.00% without compensation in FY25.

B. July 1, 2025 all salary scales will be increased by 8.0% which is comprised of:

- 2.75% for cost-of-living adjustment
- 5.25% for the addition of 2 days to the school year, the extension of the school day to add 15 minutes per day, and the addition of flex hours
- An additional $1,000 on the top step after the % increases are applied

C. July 1, 2026 the salary schedule will be increased by 2.5%.

D. July 1, 2027 the salary schedule will be increased by 2.5%.

Section 2. Effective FY 2023: NCSN Placement: Nurses who obtain National Board Certification of School Nurses will be placed on the MA column. Nurses who possess both an MA degree and National Board Certification will be placed on MA+30.

Section 3. No nurse shall be denied a step increase without reasonable cause.

Section 4. Nurses will be paid $56.00 per hour for summer work in FY26, including Extended School Year (ESY), unless said hours are meant to satisfy the nurse's annual flex hours. The rate will be as follows for the remaining years of the contract:

- FY27: $58/ hour
- FY28: $59/ hour

Article 6 - Hours of Work and Work Year

Section 1. The work year for school nurses shall be one hundred eighty-five days (185), consisting of one hundred eighty (180) school days, two (2) days before the school year opens, and three (3) professional development days as defined by the district.

Section 2. Subject to the management rights clause in Article I, the normal hours of work for the nurses working seven hours and 15 minutes (7:15) per full school day shall be:

- 7:30 a.m. to 2:45 p.m. and 8:00 am to 3:15 pm at the Secondary Level; and
- 8:00am to 3:15 pm at the Elementary Level.

On three district early release days, which apply to all staff (day before Thanksgiving, day before Winter break, and the last day of school), hours for nurses shall be:

- 7:30 a.m. to 12:00p.m. for High School
- 7:30 a.m. to 11:30 a.m. for Middle School; and
- 8:00am to 12:00 pm at the Elementary Level.

On three district early release days, where students are dismissed, and staff remain, nurses will remain for a full work day and will work at the direction of the Director of Nursing on activities including, but not limited to, staff meetings, immunization compliance, kindergarten registration, athletic registration, and medication cleanouts.

Flex Hours

Nurses will each work an additional 30.5 hours per year, in addition to the work days outlined above. This time shall be referred to as flex hours. The district and the MNA recognize that the early release days have different hours at each academic level (4.33 at high school, 3.83 at middle school, and 3.58 at elementary school); therefore, middle school

nurses will work an additional 1.5 flex hours annually, and elementary school nurses will work an additional 2.25 flex hours annually.

Part-time staff will work a pro-rated number of flex hours annually
Flex hours will be scheduled and approved by the Director of Nursing for activities which may include (but are not limited to):

- Kindergarten registration
- Athletic registration
- Preparation for ESY
- Records transfers
- Data entry of new student records
- Medication orders
- Screening preparation
- Vaccine clinics
- Health fairs
- Office setup
- School-based Medicaid programming
- Immunization compliance
- Emergency student care post working hours
- In the event that an office, which is regularly staffed with 2 or 3 nurses, is not fully staffed and due to staff absence for sick, bereavement, or personal reasons, and the district is unable to provide substitute coverage, the nurse working the office for the day will receive one-hour credit towards fulfillment of their flex hours. No nurse will be granted more than 8 flex hour credits per school year under this scenario.

In the event a nurse does not work the required 30.5 hours per year, the

final annual paychecks will be evenly reduced to account for unworked hours. Sick time may not be used to cover these hours.

Section 3. The normal hours of work shall include a 30-minute lunch period during which time the nurse shall remain in the school premises, on an "on call" basis.

Section 4. Except for emergency circumstances, nurses covered by this Agreement shall be required to work only on days when school is in session consistent with present practice and policy. Nurses are required to attend staff orientation meetings, and professional development days.

Section 5. The school principal and the nurses will set up a daily 30 minute uninterrupted preparation/documentation period and will ensure staff cooperation.

The School Committee or its designee shall be empowered to change said hours set out in Section 1 or 2 above to meet the legal requirements or needs of the program.

Section 6. A part-time nurse is one who works less than thirty- six and one quarter (36.25) hours per week including paid lunch, and shall be compensated at an hourly rate per the schedule in Attachment A at the appropriate experience step.

- Any nurse hired to work less than twenty (20) hours per week will receive no other benefits under the contract.
- Nurses who work more than twenty (20) hours per week but less than thirty-six and one quarter hours (36.25) are entitled to:
    - Sick days as outlined in Article 7.
    - Personal days as outlined in Article 9.
    - Health benefits as provided by the City of Medford, under the law.
    - Professional development days and Professional Activities as outlined in the contract in full, unless otherwise agreed with the

Director of Health Services.

- Said nurses are not entitled to any other benefits or other compensation under the contract.

Article 7 - Sick Leave

Section 1. Any regular full-time nurse working seven and one-quarter (7.25) hours per day, covered by this Agreement, absent on account of personal illness or other like disability or any quarantine regulations of the Board of Health, shall receive full pay for the first fifteen (15) days of absence in any year; Such leave may be accumulated without limit. Sick leave may be taken in ½ day increments.

Section 2. Any permanent part-time nurse, defined as a nurse who works more than twenty (20) hours per week but less than thirty-six and one-quarter hours (36.25), absent on account of personal illness or other like disability or quarantine regulations of the Board of Health shall receive full pay, according to their scheduled work day hours as follows:

1. Nurses who begin employment on July 1, 2025, or after: the first five (5) days of absence in any one (1) year.
2. Nurses who began employment prior to July 1, 2025: prorated days of absence based on work schedule, in any one (1) year.
3. Nurses who work less than twenty (20) hours per week are not entitled to sick leave.

Section 3. After six (6) consecutive sick days (School Days), a physician's note will be required to submit to Human Resources. After the expiration of the yearly sick leave allowance, a written application for payment of salary under the cumulative sick leave plan should be made to the Superintendent within ten (10) days. The application should be accompanied by a statement from the

employee's physician. Thereafter, every two (2) weeks of continued absence, the employee shall file with the Superintendent an absentee

certificate signed by his or her physician.

The Committee reserves the right to require the certificate of the school physician in addition to the above certificate. Failure to comply with these regulations governing the cumulative sick leave plan will deprive the applicant of participation therein.

Section 4. Cumulative sick leave is the sum of all the unused portions of an employee's annual sick leave allowance accumulated during the consecutive and uninterrupted years of service that the employee has rendered the City prior to his receiving cumulative sick leave. An employee shall be entitled at the time of his illness to use all accumulated sick leave.

A written application for payment of salary under the cumulative sick leave plan should be made to the Superintendent within ten (10) days after the expiration of the yearly sick leave allowance. The application should be accompanied by a statement from the employee's physician. Thereafter, every two weeks of continued absence, the employee shall file with the Superintendent of Schools an absentee certificate signed by his or her physician. The School Committee reserves the right to require the certificate of the school physician in addition to the above certificate. Failure to comply with these regulations governing the cumulative sick leave plan will deprive the applicant of participation therein.

Section 5. Upon death while in the service of the Medford Public School System or upon retirement, a nurse or his or her estate if applicable, shall receive reimbursement for each unused sick leave day in excess of one hundred (100) days at the rate of 30% of the nurse's then current daily basic salary of any sick leave balance so accrued up to a maximum of $4,000. If the nurse had accrued between one hundred fifty (150) and one hundred ninety-nine (199) days, the maximum reimbursement shall be $4,500. If the nurse has accrued two hundred (200) days or more, the maximum reimbursement shall be $5,000.

Section 6. Sick Bank will be established for members' use once a member

has exhausted their own cumulative sick leave.

1. The funding for the sick bank will be shared between the district and the members as follows:

    a. Beginning at the start of the FY26 school year, the Committee will add fifteen (15) sick days to form the sick bank.

    b. Thereafter, the Committee will put in one sick day per new unit member upon hire into the sick bank. The district's contribution in any given year will not exceed fifty (50) days after FY26.

    c. Bargaining unit members will voluntarily contribute at least five (5) total days to the sick bank from your cumulative sick leave to be eligible for sick bank distribution.

    d. Bargaining unit members may contribute an unlimited number of days to the sick bank.

    e. If the sick leave bank drops below fifteen (15) days, each bargaining unit member will deposit one (1) sick day into the sick leave bank.

2. There will be an established committee to administer the sick leave bank. This committee will comprise an equal number of School Committee/Administration members and Massachusetts Nursing Association members (at minimum four (4) members total). Approvals require a majority vote of the committee.

3. Requests by members shall not be unreasonably denied.

Article 8 - Longevity

The following annual longevity payments shall be paid for continuous service to the Medford Public Schools to employees who work for ten (10) months and work regularly seven (7) hours or more per day:

- 10 years: $1,500
- 15 years: $1,750
- 20 years: $2,650
- 25 years: $3,350
- 30 years: $3,650

Article 9 - Personal Leave

Section 1. Each full-time employee covered by this Agreement may use up to three (3) days each year and each permanent part-time employee (as defined in Article 6 Section 6) may use up to two (2) days each year for business purposes, emergency reasons, or on account of serious illness in the employee's family without loss of pay.

Section 2. This leave is not cumulative and must have the approval of the Director of Nursing. Application for this benefit must be made in writing. A nurse cannot change a sick leave day to a personal leave day after the day has been taken. Such requests shall be made at least 72 hours in advance, except in emergency situations. Personal leave shall not be granted for successive days, on the school day before or after a holiday or vacation period, nor on the first two (2) or last two (2) days of the nurse's work year. If there are extenuating circumstances, the Superintendent may waive the above language. Any waiver will not be considered precedent-setting.

Section 3. Part-time nurses employed prior to July 1, 2025, will receive 2 pro-rated personal days.

Part-time nurses employed beginning on or after July 1, 2025, are not entitled to personal days.

Section 4. Any unused personal days each year will roll into said employee's sick bank each year.

Article 10 - Leaves of Absence

Section 1. Bereavement Leave

A total of four (4) days each year will be granted to each nurse covered by this Agreement, without loss of pay, in the case of each death in the immediate family defined as: husband, wife, parent, grandparents, son, daughter, brother, sister, parent in-law, or foster parents or in other instances to be determined by the Superintendent of Schools. This leave is not cumulative and must have approval of the Superintendent of Schools. An employee shall be granted a two (2) day leave of absence at the time of death of an aunt, uncle, sister-in-law, brother-in-law, spouse's grandparents, niece, or nephew. An employee may be granted an additional paid leave of absence not to exceed three (3) days at the discretion of the Superintendent in the event of the death of any family member or close friend.

Section 2. Jury Leave

Any nurse covered by this Agreement who actually serves on a jury or who is obligated to remain on jury duty shall receive the difference between his or her jury pay and the nurse's regular wage provided that the nurse shall return to work when not so obligated to serve after having been dismissed by the court.

Section 3. Court Leave

Any nurse required to attend a court or legal proceeding during the work day for any work-related legal activities shall do so without loss of pay. If the nurse is dismissed by the court or other agency prior to the end of the nurse's work day, he or she shall return to work for the balance of

the day.

Section 4. Military Leave

A. Maximum of ten (10) school days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be permitted without loss of pay as a result of said leave, provided the nurse produces a written statement from his or her commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.

B. Military leave will be granted to any nurse who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a nurse will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of two (2) years.

Section 5. Beginning and Returning to Work from Maternity Leave

A pregnant nurse may remain in her position until the termination of her pregnancy; however, such a nurse may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. Additional sick leave may be granted in a manner consistent with the sick leave practices in the Medford Public Schools. Nurses shall notify the Central Office of anticipated return at least ten (10) days before return. A physician's certificate of fitness may be required before a nurse is reinstated. The nurse will be reinstated immediately upon giving sufficient written notice to the Superintendent to provide for an orderly transition. If a nurse so chooses, she may take unpaid childrearing leave beyond that described above, provided that such leave will terminate the September following the birth of the child.

Section 6. Maternity/Parental/Adoption Leave

Birth and non-birth parents are eligible for 12 weeks of parental leave to recover from birth and/or to bond with their child during the first year

following the birth or adoption placement of a child. Leaves may be taken as follows:

A. Up to 4 weeks of paid Parental Leave on consecutive workdays, paid by the district.

B. Up to an additional eight (8) paid work weeks may be taken, to be deducted from accumulated sick leave under Article 7.

C. If both parents are employees of Medford Public Schools, both members will be entitled to the full leave. However, no more than two weeks can overlap.

D. The salary is prorated for less than full-time employees.

E. To be eligible for this benefit, the employee must have been employed for a minimum of nine (9) months.

F. FMLA may not be used to extend parental leave; however, it may be used in the event of a different qualifying event.

Section 7. Employees on leave for a period of eight (8) weeks or longer shall notify the office of the Superintendent two (2) weeks before their return during the school year and by April 15th if the leave concludes the school year.

An additional one-year child-rearing leave may be granted at the discretion of the Superintendent.

Said nurse shall retain all rights held before such leave. The term granted for child-rearing leave will not be credited as experience on the salary schedule and other service benefits.

Article 11 - Insurance and Injuries on the Job

Section 1. The School Committees shall cover the employee in this bargaining unit with Workers' Compensation Insurance and with the maximum, medical, health, and life insurance benefits that are provided for any other group of employees in the School Department.

Section 2. Any nurse covered by this Agreement absent from work as a result of a compensable industrial accident may make up the difference between the weekly benefit received Workers' Compensation Insurance and his or her average weekly earnings, by the use of sick leave which shall be counted as depleting any accumulated sick leave of the nurse involved.

Section 3. The City of Medford shall reimburse for malpractice (professional liability) insurance for each bargaining unit employee with minimum limits of $100,000.

Article 12 - Benefits

Any benefit not expressly mentioned herein which has been voted and approved by the School Committee shall continue in effect. Any benefits established by past practice, known to the Superintendent of Schools, not inconsistent with the management rights article of this Agreement and within the meaning of wages, hours and conditions of employment of Chapter 150E, shall continue in force for the term of this Agreement provided, however, that any dispute over such benefits shall not be subject to grievance.

Article 13 - Duties of the School Nurse

Subject to the direction and supervision of the Superintendent of Schools, the duties of the school nurse shall be as follows:

The school nurse works with other school health and personnel in a program designed to promote, protect and maintain the health of all students. The nurse serves as a health consultant to administration, teachers and other staff members in regard to all matters affecting the health of students and school personnel.

School nurse duties include:

1. Conducting periodic examinations and screening procedures (vision, hearing, etc.) to determine health status of students, making

appropriate physician referrals and following up on health concerns.

2. Counseling with students and parents to interpret health problems, to assist parents in utilization of professional resources for diagnosis and treatment, to interpret professional recommendations.
3. Administering medications as prescribed and maintaining accurate medication records.
4. Providing first aid and emergency care for students and school personnel.
5. Monitoring and managing student health records and maintaining confidentiality.
6. Serving as a liaison between families, healthcare providers, and the school administration regarding student health matters.
7. Collaborating with school administrators and school personnel to address health-related concerns and emergencies.
8. Conferring with teachers and other school personnel to share and interpret student health problems and to develop plans for accommodations of the school program.
9. Providing health education and promoting wellness within the school community.
10. Assisting in planning and maintaining a safe and healthful school environment, including the establishment and implementation of emergency care procedures.
11. Conferring with representatives of community agencies (Board of Health, Medford Family Network, etc.) in matters pertaining to family and community health.
12. Maintaining records and reports for appraising and planning school health programs.
13. Evaluating outcomes of school health service programs.
14. Responsibilities and requirements under M.G.L. c. 71B: Children with

Special Needs.

15. Maintaining a clean and organized health office.

16. Attending professional development opportunities to stay current with health regulations and best practices.

17. Floating between schools within the district as needed to provide healthcare support and services to students.

18. Performing all other school nursing-related duties and responsibilities as determined by the Director of Health Services, consistent with established best practices and the evolving needs of the school health program.

Article 14 - Non-Discrimination

The School Committee and the Association agree not to discriminate in any way against nurses covered by this Agreement on account of membership or non-membership in the Association, the exercise of supervisory responsibility in the course of employment, or on account of race, religion, creed, color, national origin, sex, or age.

Article 15 - Gasoline Allowance

The amount of 70 cents per mile shall be paid to any employee covered by this contract for expenses covered by this contract incurred while traveling in his/her personal motor vehicle on school business, provided that a monthly voucher is submitted to the Superintendent's office attesting to this expense.

Article 16 - Retirement Incentive Program

A nurse who is retiring from the Medford Public Schools at age fifty-five or older (55+) and with a minimum of twenty (20) years of service in Medford Public Schools will be eligible for the following program:

1. A nurse who submits a written notice of retirement no later than November 1st of intent to retire at the conclusion of the school year.

2. Upon completion of the school year without the use of extended leave, at retirement, the nurse will receive a $10,000 retirement incentive.

Article 17 - Filling of Positions

Section 1.

A. All vacancies in positions covered by this agreement which are to become effective at the beginning of the school year and which notice of and information concerning said vacancy has been received by the Superintendent prior to June 1st shall be posted in the office of the Superintendent and each school building with a copy sent to the Chairperson of the Medford School Nurses. All internal applicants shall be granted an interview upon applying for a vacant position.

B. Should a vacancy occur on after June 1st for the next school year, the Superintendent shall post notice of the vacancy in his office and a copy sent to the Chairperson of the Medford School Nurses.

Section 2. After the expiration of the posting period, the School Committee shall fill said vacancy. The decision of the School Committee shall be final and shall not be subject to the grievance and arbitration provision of this Agreement.

Section 3. Nothing in this article shall be construed to compel the Committee to fill any vacancy, so long as there is no redistribution of work assignments which will increase the workload of current school nurses to absorb the vacant position.

Article 18 - Professional Activities

Section 1. Tuition Reimbursement Effective July 1, 2025

The Committee agrees to allocate five thousand dollars ($5,000) per school year for tuition reimbursement for bargaining unit members. The courses must be undergraduate or graduate level courses relating to the role of an RN and support the education needs of Medford Public Schools students.

All members are eligible for undergraduate or graduate reimbursement for courses taken at an accredited college or university. Reimbursement shall be at the rate of one hundred forty dollars ($140.00) per credit with total reimbursement allowed for tuition, per course, not to exceed four hundred and twenty dollars ($420.00). Fees and PDP's are not eligible for reimbursement.

Members shall be reimbursed up to the first three (3) college credits based on a first come, first eligible basis using the date of initial submission. If there are funds not committed by June 1, then those eligible members shall be reimbursed for the second three (3) college credits, then the third three (3) college credits, and so on until all funds are allocated.

No funds beyond the amount allocated above shall be required to fund any request for reimbursement herein.

The following must be submitted for approval to the Superintendent or his/her designee when seeking course approval/tuition reimbursement:

1. Prior to taking the course(s):

- Submit the completed course approval/request for reimbursement form. Members are responsible for submitting all of the required information on the course approval/tuition reimbursement form before the course is approved. Forms submitted for approval after the start of the course will not be considered.

2. Upon completion of course(s):

- Provide official transcripts verifying the college/university, name of employee, title of course, date course was completed and a grade of B or better. Submit to Human Resources along with the signed course approval request.

- Submit the proper documentation within thirty (30) days of completing the course and the reimbursement will be paid within (60) days of receipt of required documentation.

Section 2. The committee will provide content/district-related professional development on the three
(3) scheduled professional development days on the school calendar.

Section 3. The District will pay for the BORN Nurse/license fees. The District agrees to pay the dues for NASN.

Section 4. The district recognizes that acceptance of a student nurse is strictly voluntary. The district will formally advise nurses of the benefits available to those who accept student nurses by the sending universities.

Article 19 - Severability Clause

Section 1. Subject to the terms of Chapter 150E of the General Laws, if any provisions of this Agreement are or shall be at any time contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiations with the Association.

Section 2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Article 20 - Dues

Section 1. Payroll Deduction and Dues

The Medford School Committee agrees that the Association dues, determined in accordance with the Constitution and Bylaws of the Association, shall be deducted monthly from the salary of any employee in the bargaining unit who signs and remits to the Payroll Office a form authorizing such deduction. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or, if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Payroll Office withdrawing the authorization, with a copy thereof filed with the Association. The Treasurer shall remit the aggregated amount of dues deducted together with the name of those for whom deductions have been made to the Association within thirty (30) days following the period for which dues are deducted.

Section 2. Association Service Fee

Each nurse who is not a member of the Association shall, as a condition of employment, beginning thirty (30) days following commencement of his/her employment, pay the Association a service fee, which amount shall be determined by the Association. Such amount may be paid through payroll deduction as authorized in writing by the employee pursuant to Section 1 of this Article.

Article 21 - Family Medical Leave Act and Small Necessities Leave Act

The Committee and the Association agree to adhere to the provisions of the Family Leave Act.

The Committee and the Association agree to adhere to the provisions of the Massachusetts Small Necessities Leave Act.

Article 22 - Evaluations

The Committee and the Association agree to the evaluation instrument attached as Attachment B and assures clinical supervision by a registered nurse.

Article 23 - General Provisions

Provision 1. This Agreement shall be printed by the Committee following this timeline:

a. Not more than thirty (30) business days after ratification by the Association and the Committee a copy of the reconciled agreement shall be provided to the President/Chair of the Association.

b. Not more than twenty (20) business days after receipt of the reconciled agreement the President/Chair of the Association shall provide written notice to the Committee that the reconciled agreement is acceptable or that there are modifications required and what those modifications are with specificity.

c. Failure to respond to the proposed reconciled agreement within the twenty (20) business days will result in a notification from the Committee to the President/Chair of the Association with a ten (10) business day extension.

d. Failure to respond to the extension notice within ten (10) business days will mean that the contract will not be implemented until signed.

e. If modifications can be made without the involvement of the Committee, such as typographical errors, formatting, or non-substantive matters, the Administration shall make updates and submit the changed reconciled agreement to the President/Chair of the Association within five (5) business days for approval. This procedure will return to section b above if further modifications are required. If substantive matters require Committee approval these

matters will be brought to the next Regular School Committee meeting for deliberation.

f. Upon completion and notification by the President/Chair of the Association that the reconciled agreement is acceptable, the Committee shall provide within thirty (30) days:

    i. Copies of the signed agreement to the President/Chair of the Association for distribution, not to exceed the number of members.

    ii. Seven (7) copies for distribution to the Committee.

    iii. The expense of production shall be borne by the Committee.

Provision 2.Unless specifically stated otherwise, the use of Superintendent, President/Chair of the Association, or Evaluator shall be understood to mean 'or designee.'

Provision 3. For non-exempt nurses, annualized wages are informational only. The hourly wages will be used for all calculations. The application of increases in each subsequent negotiation will be based solely on the hourly wage. Hourly wage rates are rounded using the round-half-up method to two decimal places with each successive year, i.e., $1.054 rounds to $1.05, $1.056 rounds to $1.06.

Article 24 - Duration

This Agreement and each of its terms shall be effective as of July 1, 2025, and shall continue in full force and effect until June 30, 2028, or until a new Agreement is thereafter executed.

Either party to this Agreement may, in writing, notify the other party by November 28, 2027 of its intent to negotiate the terms of a new Agreement.

IN WITNESS WHEREOF, the parties to this AGREEMENT have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first written above.

Jenny Graham, Vice Chair
Medford School Committee

Joe-Ann Fergus
Executive Director
Massachusetts Nurses Association

Marc Carbonneau
Associate Director
Massachusetts Nurses Association

Attachment A - Wage Schedule

FY25 Salary Chart adding 1% on last day of fiscal year

resulting in no additional pay in FY25 but serving as the basis for FY26

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	$61,048	$63,144	$65,250	$67,343	$66,627	$68,735	$70,830	$72,935	$74,326	$75,716
2	$63,417	$65,520	$67,620	$69,719	$69,011	$71,096	$73,207	$75,300	$76,697	$78,094
3	$65,791	$67,894	$69,993	$72,084	$71,376	$73,478	$75,570	$77,675	$79,069	$80,461
4	$68,158	$70,263	$72,355	$74,455	$73,740	$75,841	$77,946	$80,041	$81,434	$82,826
5	$70,527	$72,629	$74,736	$76,830	$76,116	$78,226	$80,311	$82,419	$83,813	$85,205
6	$72,904	$75,004	$77,102	$79,198	$78,489	$80,587	$82,691	$84,786	$86,181	$87,575
7	$75,658	$77,763	$79,855	$81,958	$81,246	$83,343	$85,445	$87,542	$88,937	$90,333
8	$78,421	$80,515	$82,613	$84,720	$83,997	$86,099	$88,200	$90,292	$91,686	$93,083
9	$81,577	$83,677	$85,778	$87,876	$87,166	$89,269	$91,365	$93,466	$94,856	$96,243
10	$89,070	$91,206	$93,342	$95,514	$95,477	$97,614	$99,749	$101,887	$103,301	$104,713
11	$97,476	$99,648	$101,819	$104,057	$104,702	$106,873	$109,043	$111,215	$112,653	$114,093

FY26, July 1, 2025 - June 30, 2026

8% total increase (3.85% for 15 minutes added to school day, 1.09% for two (2) additional days of work, 0.31% to flex work, and COLA of 2.75%), Step 10 and Step 11 add $1,000 after 8% has been applied

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45 or CAGS	MA+60	DOC
1	$65,932	$68,196	$70,470	$72,730	$71,957	$74,233	$76,497	$78,770	$80,272	$81,773
2	$68,490	$70,761	$73,029	$75,297	$74,532	$76,784	$79,063	$81,324	$82,833	$84,342
3	$71,055	$73,326	$75,592	$77,850	$77,086	$79,356	$81,616	$83,889	$85,394	$86,897
4	$73,610	$75,884	$78,144	$80,412	$79,639	$81,908	$84,181	$86,445	$87,949	$89,452
5	$76,169	$78,439	$80,715	$82,976	$82,205	$84,484	$86,736	$89,013	$90,518	$92,021
6	$78,736	$81,004	$83,271	$85,534	$84,768	$87,034	$89,306	$91,569	$93,076	$94,581
7	$81,711	$83,984	$86,243	$88,515	$87,746	$90,011	$92,281	$94,545	$96,051	$97,560
8	$84,695	$86,956	$89,222	$91,497	$90,716	$92,987	$95,256	$97,515	$99,021	$100,529
9	$88,103	$90,372	$92,641	$94,906	$94,139	$96,410	$98,674	$100,944	$102,445	$103,942
10	$97,195	$99,503	$101,810	$104,155	$104,116	$106,424	$108,729	$111,038	$112,565	$114,090
11	$106,274	$108,619	$110,965	$113,382	$114,078	$116,423	$118,766	$121,112	$122,666	$124,220

FY27, July 1, 2026 - June 30, 2027 2.5% increase										
Step	**BA**	**BA+15**	**BA+30**	**BA+45**	**MA**	**MA+15**	**MA+30**	**MA+45 or CAGS**	**MA+60**	**DOC**
1	$67,581	$69,901	$72,232	$74,548	$73,756	$76,089	$78,409	$80,739	$82,279	$83,817
2	$70,203	$72,530	$74,855	$77,179	$76,395	$78,703	$81,040	$83,357	$84,904	$86,450
3	$72,831	$75,159	$77,482	$79,797	$79,013	$81,340	$83,656	$85,986	$87,529	$89,070
4	$75,451	$77,781	$80,097	$82,422	$81,630	$83,956	$86,286	$88,606	$90,148	$91,688
5	$78,074	$80,400	$82,733	$85,050	$84,260	$86,596	$88,904	$91,238	$92,781	$94,322
6	$80,705	$83,029	$85,352	$87,672	$86,887	$89,210	$91,539	$93,859	$95,403	$96,946
7	$83,754	$86,084	$88,399	$90,728	$89,940	$92,261	$94,588	$96,909	$98,453	$99,999
8	$86,813	$89,130	$91,453	$93,785	$92,984	$95,312	$97,638	$99,953	$101,496	$103,042
9	$90,305	$92,631	$94,957	$97,279	$96,493	$98,821	$101,141	$103,467	$105,006	$106,541
10	$99,625	$101,990	$104,355	$106,759	$106,718	$109,084	$111,447	$113,814	$115,379	$116,942
11	$108,931	$111,335	$113,739	$116,216	$116,930	$119,334	$121,735	$124,140	$125,732	$127,326

FY28, July 1, 2027 - June 30, 2028 2.5% increase										
Step	**BA**	**BA+15**	**BA+30**	**BA+45**	**MA**	**MA+15**	**MA+30**	**MA+45 or CAGS**	**MA+60**	**DOC**
1	$69,270	$71,648	$74,038	$76,412	$75,600	$77,991	$80,369	$82,758	$84,336	$85,913
2	$71,958	$74,344	$76,726	$79,109	$78,305	$80,671	$83,066	$85,441	$87,027	$88,612
3	$74,652	$77,038	$79,419	$81,792	$80,988	$83,373	$85,748	$88,136	$89,717	$91,297
4	$77,337	$79,725	$82,100	$84,482	$83,671	$86,055	$88,443	$90,821	$92,401	$93,981
5	$80,026	$82,410	$84,801	$87,177	$86,366	$88,761	$91,127	$93,519	$95,100	$96,680
6	$82,722	$85,105	$87,486	$89,864	$89,060	$91,440	$93,827	$96,205	$97,788	$99,369
7	$85,847	$88,236	$90,609	$92,996	$92,188	$94,567	$96,952	$99,331	$100,914	$102,499
8	$88,983	$91,359	$93,739	$96,129	$95,309	$97,695	$100,079	$102,452	$104,034	$105,619
9	$92,563	$94,947	$97,330	$99,711	$98,905	$101,291	$103,669	$106,054	$107,631	$109,204
10	$102,116	$104,540	$106,964	$109,428	$109,386	$111,811	$114,233	$116,659	$118,263	$119,866
11	$111,654	$114,118	$116,582	$119,122	$119,853	$122,317	$124,779	$127,244	$128,876	$130,509

Attachment B - Nurse Evaluation

The major purpose of school nurse evaluations is to improve the professional performance of the school nurse being evaluated, thereby enhancing the quality of school nursing services in the City of Medford. Other Department of Education requirements as to purpose are incorporated by reference.

A. The Medford School Nurses will be evaluated by the Nurse Director, a Registered Nurse who holds an Administrator License from the Department of Elementary and Secondary Education.

B. All observation of the work performance of a nurse will be conducted openly. The use of public address or audio systems, without the knowledge of the educator involved, shall be prohibited. The School Committee will observe the provisions of General Laws, Chapter 71, Section 42C regarding personnel folders.

C. Any complaint regarding a nurse made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the nurse before any disciplinary action is taken, if necessary.

D. The Association recognizes the authority and responsibility of the Nurse Director or the principal for disciplining or reprimanding a nurse for delinquency of professional performance. If a nurse is to be disciplined or reprimanded by a member of the administration, he/she will be entitled to have a representative of the Association present.

E. No nurse with professional status will be disciplined, reprimanded, reduced in rank or compensation without just cause; provided, however, the provisions of Massachusetts educators tenure law shall be the only remedy available to said nurse alleged to be disciplined, etc., in cases when said statutes are applicable.

F. There shall be one official personnel file for each nurse. Nurses shall have access to their personnel files within one (1) business day of

requesting access. Such files may be copied, but may not be removed from the superintendent's office without mutual consent, except for utilization in an appropriate legal hearing. Any individual who accesses a personnel file must sign the sign out sheet which is to be attached to each file.

G. Should any material derogatory to a currently employed nurse's conduct, service, or personality be posted in the nurse's personnel file, and then the nurse involved will be given a copy of such material no later than fifteen (15) days from placement of such material in the file. If the nurse chooses to do, he or she may submit any statement concerning the same if he or she so desires, and said statement shall be filed with the alleged derogatory material in the nurse's personnel file.

H. Material kept in grievance and/or working files may not be used to evaluate and/or discipline a nurse unless it has been placed in the official personnel file.

I. The superintendent or his/her designee shall initial all material placed in the official personnel file. The Association will be notified who the official designee is for this purpose.

J. Nurse and Caseload (SISP) Educator Contract language.

1. Purpose of Nurse Evaluation

A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B. The regulatory purposes of evaluation are:

i. To promote student learning, growth, and achievement by providing 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

A. Artifacts of Professional Practice: Products of a Nurse's work that demonstrate the Nurse's knowledge and skills with respect to specific performance standards.

B. Caseload Educator/Specialized Instructional Support Personnel (SISP): Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, 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, but not less than ten (10) minutes, 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. 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, standardized tests, and district-developed pre and post unit and course assessments, and capstone projects.

E. Educator(s): Inclusive term that applies to all caseload educators, including Nurses and classroom teachers unless otherwise noted.

F. Educator 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, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four-types of Educator Plans:

i. Developing Educator Plan shall mean a plan developed by the 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/Building Administrator, for a Nurse with PTS in a new assignment. If the Evaluator determines that a Nurse with PTS should be placed on a Developing Educator Plan, the Evaluator must provide a written rationale to the superintendent 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 for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan but at least thirty (30) school 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 end of a school year, the plan may include activities during the summer preceding the next school year.

G. ESE: The Massachusetts Department of Elementary and Secondary Education.

H. Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

I. Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent 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. Evaluators shall have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by the DESE (35.03), and the evaluation standards and procedures established in this agreement. The evaluator must be an employee of the Medford Public Schools District and be licensed and be in a direct supervisory capacity to the nurse being evaluated. An evaluator who is rated by their respective supervisor as "Unsatisfactory" will not be allowed to evaluate a nurse.

   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 developing the Educator Plan, supervising the Nurse's progress through formative assessments, evaluating the Nurse's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary

Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii. Nursing Staff Assigned to More Than One Building: Each Nurse who is assigned to more than one building will be evaluated by the Nurse Director and, if the Nurse has a second Evaluator, 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 predominate assignment, the superintendent will determine who the second Evaluator, if any, will be.

iv. Notification: The Nurse shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Nurse.

J. Evaluation Cycle: A five-component process that all Nurses follow consisting of: 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

K. Experienced Nurse: A nurse with Professional Teacher Status (PTS).

L. Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

M. Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

N. 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 Educator Plan, performance on Standards and Indicators of

Effective Teaching Practice, or both.

O. Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Nursing practice in relation to Performance Standards, Nursing 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, departments, or groups of Nurses who have the same role.

P. Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

Q. Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected.

R. Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than ten (10) minutes, by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the 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.

S. 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").

T. Performance Rating: Describes the Nurse's performance on each performance standard and overall. There shall be four performance ratings:

i. 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.

ii. Proficient: the Nurse's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

iii. Needs Improvement: the 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.

iv. 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.

U. Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CJ\1R 35.00. The parties agreed to limit standards and indicators to those set forth in 603 CJ\1R 35.03.

V. Professional Teacher Status: PTS is the status granted to a Nurse pursuant to M.G.L. c. 71, § 41. Rating of Nurse Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments 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.

W. 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 Educator Plan, as follows:

i. Standard 1: Curriculum, Planning and Assessment

ii. Standard 2: Teaching All Students

iii. Standard 3: Family and Community Engagement

iv. Standard 4: Professional Culture

v. Attainment of Professional Practice Goal(s)

vi. Attainment of Student Learning Goal(s)

X. Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. These rubrics consist 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 CMR35.03

iii. Elements: Defines the individual components under each indicator

iv. Descriptors: Describes practice at four levels of performance for each element

Y. 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 Educator's Plan.

Z. 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.

AA. Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d), and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

BB. Trends in student learning: At least two (2) 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 and are comparable within grades or subjects in a school;

ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, standardized tests, commercially approved assessments, and district-developed pre and post unit and course

assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii. Measures of student progress and/or achievement toward student learning goals set between the Nurse and Evaluator for the school year or some other period of time established in the Educator Plan.

iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B. Judgments based on observations and artifacts of practice including:

i. Unannounced observations of practice of any duration but not less than ten (10) minutes.

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.

iv. Examination of student work samples.

C. Evidence relevant to one or more Performance Standards, including but not limited to:

i. Evidence compiled and presented by the Nurse, including:

1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

2. Evidence of active outreach to and engagement with families;

ii. Evidence of progress towards professional practice goal(s);

iii. Evidence of progress toward student learning outcomes goal(s).

iv. Any other relevant evidence from any source that the Evaluator shares with the Nurse. Other relevant evidence could include information provided by other administrators such as the superintendent.

4. Rubric

The rubrics are a scoring tool used for the 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.

5. Evaluation Cycle: Training

A. 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.

B. 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 the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. The date is a placeholder. The parties may decide alternatives.

The superintendent will work with the Association to determine the

most programmatic and cost effective means of providing this training. The parties agree to use DESE approved vendors for all training.

In place of a formal agreement, the administration may use allowable contractual time set aside for meetings and professional development.

C. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i. Provide an overview of the evaluation process, including goal setting and the educator plans.

ii. Provide all Educators with directions for obtaining a copy of the forms used by the district.

iii. These may be electronically provided. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

6. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

i. The evaluation cycle begins with the Nurse completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school. The date is a placeholder. The parties may decide alternatives.

ii. The self-assessment includes:

1. An analysis of evidence of student learning, growth and achievement for students under the Nurse's responsibility.

2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

3. Proposed goals to pursue: (1st) At least one goal directly related to improving the Nurse's own professional practice. (2nd) At least one goal directly related to improving student learning.

B. Proposing the goals

i. Nurses must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Nurses may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii. For Nurses in their first year of practice, the Evaluator or his/her designee will meet with each Nurse by October 1st (or within four weeks of the Nurse's first day of employment if the Nurse begins employment after September 15th) 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. The dates are placeholders. The parties may decide alternatives.

iii. Unless the Evaluator indicates that a Nurse in his/her second or third year of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Nurse may address shared subject area team goals.

iv. For Nurses with PTS and ratings of proficient or exemplary, the goals may be team goals. 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. In addition, the goals may address shared grade level or subject area team goals.

7. Evaluation Cycle: Goal Setting and Development of the Educator Plan

   A. Every Nurse has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Nurse must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Nurses, by the Evaluator, or by teams, departments, or groups of Nurses who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

   B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Nurse has proposed in the Self-Assessment, 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 #21, below.

   C. Educator Plan Development Meetings shall be conducted as follows:

      i. Nurses in the same school may meet with the Evaluator in teams or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. The date and time frame are placeholders. The parties may decide alternatives. Nurses shall not be expected to meet during summer hiatus.

      ii. For those Nurses new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October

15th, or within six weeks of the start of their assignment in that school. The date and time frame are placeholders. The parties may decide alternatives.

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 grade level or subject matter goals.

D. The Evaluator completes the Educator Plan by November 1st. The Nurse shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The date and time frame are placeholders. The parties may decide alternatives. 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 Educator's Plan.

8. Evaluation Cycle: Observation of Practice and Examination of Artifacts - Nurses without PTS

A. In the first year of practice 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 four unannounced observations during the school year.

B. In their second and third years of practice or second and third years as a non-PTS Nurse in the school: The Nurse shall have at least three unannounced observations during the school year.

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

A. The Nurse whose overall rating is proficient or exemplary must have

at least one unannounced observation during the evaluation cycle.

B. 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 observations.

C. 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 fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

10. Observations

The Evaluator's first observation of the Nurse should take place by November 15th. Observations required by the Educator Plan should be substantially completed by May 30th. The Evaluator may conduct additional observations after this date. The date and time frame are placeholders. The parties may decide alternatives.

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, Instructional Rounds, Walkthroughs, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. Examples of worksite visitations could include observations of parent conferences, IEP meetings, participation in professional meetings, etc.

Unannounced observations must be at least ten (10) minutes long. Walkthroughs are non-evaluative collaborative observations, protocols designed to assess overall school culture.

ii. The Nurse will be provided with at least brief written feedback from the Evaluator within three to five school days of the observation. The written feedback shall be delivered to the Nurse in person, by email, placed in the Nurse's mailbox or mailed to the Nurse's home.

iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of thirty to sixty minutes within thirty school days.

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.

1. The Evaluator shall select the date and time of the activity to be observed and discuss with the Nurse any specific goal(s) for the observation.

2. Upon request of either the Evaluator or Nurse, the Evaluator and Nurse shall meet for a pre-observation conference.

   a. 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.

3. Within five school days of the observation, the Evaluator and Nurse shall meet for a post observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Nurse, but shall be rescheduled within twenty-four hours if possible.

4. The Evaluator shall provide the Nurse with written feedback within five 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:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Nurse should take to improve

his/her performance. (3rd) Identify support and/or

resources the Nurse may use in his/her improvement.

(4th) State that the Nurse is responsible for addressing

the need for improvement.

11. Evaluation Cycle: Formative Assessment

A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Nurses with feedback for improvement. Evaluators are expected to make frequent 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 and ratings to the Nurse about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.

D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the 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 provide to the evaluator additional evidence of the Nurse's performances against the four Performance Standards.

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 Assessment report.

F. 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 or home.

G. The Nurse may reply in writing to the Formative Assessment report within five school days of receiving the report.

H. The Nurse shall sign the Formative Assessment report by within five school days of receiving the report. The signature indicates that the Nurse received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.

I. As a result of the Formative Assessment report, the Evaluator may change the activities of the Educator 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 Educator Plan, appropriate to the new rating.

12. 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 Educator plan, appropriate to the new rating.

B. The Formative Evaluation report provides written feedback and ratings to the Nurse about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the 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 or home.

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 five school days of receiving the report.

G. The Nurse shall sign the Formative Evaluation report by within five school days of receiving the report. The signature indicates that the

Nurse received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I. If the rating in the Formative Evaluation report differs from the last summative rating the Nurse received, the Evaluator may place the Nurse on a different Educator Plan, appropriate to the new rating.

13. Evaluation Cycle: Summative Evaluation

A. The evaluation cycle concludes with a summative evaluation report. For Nurses on a one or two year Educator Plan, the summative report must be written and provided to the Nurse by May 15th. The date is a placeholder. The parties may decide alternatives.

B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C. The professional judgment of the primary Evaluator shall determine the overall summative rating that the 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. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

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 will 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.

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 or home no later than May 15th. The date is a placeholder. The parties may decide alternatives.

J. The Evaluator shall meet with the Nurse rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st. The date is a placeholder. The parties may decide alternatives.

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 June 10th. The date is a placeholder. The parties may decide alternatives.

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 June

15th. The date is a placeholder. The parties may decide alternatives. The signature indicates that the Nurse received the Summative Evaluation report. 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.

14. Educator Plans – General

A. Educator Plans shall be designed to provide Nurses with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B. The Nurse's Educator Plan shall include, but is not limited to:

i. At least one goal related to improvement of practice tied to one or more Performance Standards;

ii. At least one goal for the improvement the learning, growth and achievement of the students under the Nurse's responsibility;

iii. An outline of actions the Nurse must take to attain the goals and benchmarks to assess 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 Educator Plan.

15. Educator Plans: Developing Educator Plan

A. The Developing Educator Plan is for all Nurses without PTS, and, at the discretion of the Evaluator, Nurses with PTS in new assignments.

B. The Nurse shall be evaluated at least annually.

16. Educator 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 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one and a summative evaluation report at the end of year two.

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 2013-2014 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.

17. Educator 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 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.

18. Educator Plans: Improvement Plan

A. An Improvement Plan is for those Nurses with PTS whose overall rating is unsatisfactory.

B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place a Nurse whose practice has been rated as unsatisfactory on an Improvement Plan for a realistic time period sufficient to achieve the goals outline in the improvement plan but of no fewer than thirty 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 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 to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision or specific assistance to the nurse.

ii. Upon the Nurse's request, a representative of the Association may attend the meeting, consistent with the Medford School Nurse Contract.

iii. If the Nurse consents, the Employee Association will be informed that a Nurse has been placed on an Improvement Plan.

G. The Improvement Plan shall:

i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii. Describe the activities and work products the Nurse must complete as a means of improving performance;

iii. Describe the assistance 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 individuals 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 1st. One of three decisions must be made at the conclusion of the Improvement Plan:

1. If the Evaluator determines that the Nurse has improved his/her practice to the level of proficiency, the Nurse will be placed on a Self-Directed Growth Plan.

2. In those cases where the Nurse was placed on an Improvement Plans a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Nurse is making substantial progress toward proficiency, the Evaluator shall place the Nurse on a Directed Growth Plan.

3. In those cases where the Nurse was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Nurse is not making substantial progress toward proficiency, the Evaluator shall 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 shall recommend to the superintendent that the Nurse be dismissed.

19. Timelines (Dates in italics are provided as guidance.) All dates are placeholders. The parties may decide alternatives.

Activity:	Completed By:

Superintendent, principal or designee meets with evaluators and nurses to explain evaluation process	September 15
Evaluator meets with first-year nurses to assist in self-assessment and goal setting process Nurse submits self-assessment and proposed goals	October 1
Evaluator meets with Nurses in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Nurse	November 15
Nurse 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	January 5*

Activity:	Completed By:
Evaluator should complete mid-cycle Formative Assessment Reports for Nurses on one year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Nurse	February 15
Nurse 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	April 20*

Evaluator completes Summative Evaluation Report and meets with the NPTS Nurse	May 1
Evaluator completes Summative Evaluation Report for the PTS Nurse	May 15
Evaluator meets with all Nurses	June 1
Nurse signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	within five days of receipt

A. Nurses with PTS on Two Year Plans. All dates are placeholders. The parties may decide alternatives.

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

Activity:	Completed By:
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 1 of Year 2

Nurse signs Summative Evaluation Report	within five days of receipt

B. 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 Educator Plan.

20. Career Advancement

A. In order to attain Professional Teacher Status, the Nurse should achieve ratings of proficient or exemplary on each Performance Standard and overall. A 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 most recent evaluation shall confer with the superintendent by May 1st. The nurse leader's and principal's decision is subject to review and approval by superintendent. All dates are placeholders. The parties may decide alternatives.

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 – 2014, whose impact on student learning is rated moderate or high, may be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

21. Rating Impact on Student learning Growth

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

respect to this matter.

22. Using Student feedback in Nurse Evaluation

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

23. Using Staff feedback in Administrator Evaluation

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

24. Transition from Existing Evaluation System

A. The parties agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this agreement, and 50% or fewer will be evaluated under the former evaluation procedure for the first year of implementation of the new procedures in this Agreement.

B. The parties shall agree on a process for identifying the Educator 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 ratings 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 issues of Evaluators, during the first evaluation cycle under this Agreement in every school department, the names of the Nurses who are being placed on a Self directed Growth Plans shall be literally or figuratively "put into a hat". The first fifty percent (50%) drawn shall be on a one-year Self-directed Growth Plan and the second fifty percent (50%) shall be on a two-year Plan.

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).

25. General Provisions

A. Only Administrators who are licensed may serve as primary evaluators of Nurses. The Primary or Supervising Evaluator of a Nurse must be the Nurse Director, a Registered Nurse who is a licensed Administrator.

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 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 provided in the collective bargaining agreement. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of a Nurse, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Attachment C - Job Description

School Nurse

FLSA Status Exempt (part-timers are non-exempt)

Work year and hours Subject to collective bargaining agreement

Reports to Director of Health Services Building Principal

Position Purpose:

To provide assessment, screening, planning, evaluation, counseling, management and/or referrals concerning the health and medical care needs of students for the purpose of minimizing absences due to illness, maximizing educational opportunities, and creating a healthy school climate.

Summary:

School Nursing is a specialized practice of professional nursing that advances the well being, academic success and lifelong achievement of students. To that end, school nurses facilitate positive student responses to normal development; promote health and safety; intervene with actual and potential health problems; provide case management services; and actively collaborate with others to build student and family capacity for adaptation, self management, self advocacy and learning. (NASN, 1999). School nurses ensure students are healthy, safe, and ready to learn. They provide direct care, manage chronic conditions, promote mental health, and coordinate with families and community resources to break down barriers to healthcare access.

The school nurse is responsible for developing, implementing and managing a school health program in the Medford Public Schools. Nursing care is individualized to meet student needs and situations including family goals and preference. Responsibilities include program

management, direct nursing services, health education, community health planning, professional practice and compliance with Massachusetts state laws and regulations. The school nurse collaborates with families, other school professionals, as well as community health and social services providers and agencies to maximize the educational potential of students.

Qualifications:

- Valid and current license to practice as a Registered Nurse in Massachusetts.
- Minimum: BSN from an NLN accredited college or university program. Master's Degree in Nursing or a related field is preferred.
- Maintain DESE Licensure for MA School Nurses. If not licensed at the time of hire, school nurses must obtain DESE licensure within one year of hire for continued employment.
- Must complete Master's Degree or obtain National School Nurse Certification within 5 years for continued employment.
- Completed Foundations of School Nursing Practice and Medication Administration in a School Setting: School Nursing Practice in Massachusetts, provided by the Massachusetts Department of Public Health.
- Completed a First Aid Course.
- Maintain certification in CPR/AED from a recognized provider.

Essential Functions:

1. Conducting periodic examinations and screening procedures (vision, hearing, etc) to determine health status of students, making appropriate physician referrals and following up on health concerns.
2. Counseling with students and parents to interpret health problems, to assist parents in utilization of professional resources for diagnosis and treatment, to interpret professional recommendations.
3. Creating and updating individual health care plans and emergency action plans as needed.
4. Supporting new student registration by reviewing medical

documentation for immunization compliance and health concerns.

5. Administering medications as prescribed and maintaining accurate medication records.
6. Providing first aid and emergency care for students and school personnel.
7. Monitoring and managing student health records and maintaining confidentiality.
8. Serving as a liaison between families, healthcare providers, and the school administration regarding student health matters.
9. Complying and educating staff, students and families regarding school health policies, including but not limited to the management of life-threatening allergies, field trips, emergency procedures, etc.
10. Collaborating with school administrators and school personnel to address health-related concerns and emergencies.
11. Conferring with teachers and other school personnel to share and interpret student health problems and to develop plans for accommodations of the school program.
12. Providing health education and promoting wellness within the school community.
13. Completing medical clearance for students who are participating in athletics.
14. Assisting in planning and maintaining a safe and healthful school environment, including the establishment and implementation of emergency care procedures and immunization compliance.
15. Conferring with representatives of community agencies (Board of Health, Medford Family Network, etc.) in matters pertaining to family and community health.
16. Maintaining records and reports for appraising and planning school health program.
17. Completing monthly and yearly reports as required by the Department of Public Health.
18. Evaluating outcomes of school health service programs.
19. Responsibilities and requirements under Chapter 766 of the acts

1973. M.G.L. c. 71B: Children with Special Needs.

20. Maintaining a clean and organized health office.
21. Attending professional development opportunities to stay current with health regulations and best practices.
22. Floating between schools within the district as needed to provide healthcare support and services to students.
23. Working Extended School Year Program (ESY) as needed.
24. Performing all other job-related duties and responsibilities as determined by the Director of Health Services.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be inclusive of every task or responsibility.

Physical Requirements:

Must be able to lift up to 50lbs.

Ability to move quickly, bend, squat, twist, lift, pull, push.

Potential exposure to bodily secretions, blood borne pathogens, medicine and medicinal supplies, illnesses and diseases.

Additional Requirements:

- Knowledge of medical terminology, anatomy, symptoms, diagnoses, treatments, first aid, illnesses and injuries, nutrition and related areas.
- Knowledge of ages and stages of physical and mental development.
- Ability to assess and provide care for ill or injured students.
- Ability to convey appropriate medical information to school district staff or medical professionals.
- Ability to use medical equipment to provide healthcare to students/staff, including, but not limited to, blood glucose monitor, stethoscopes, thermometers, sphygmomanometers.
- Ability to perform arithmetic operations as needed for position.
- Ability to understand, apply and use personal computers and software applications (e.g., Google Suite, Electronic Health Record,

MIIS)

- Ability to problem solve job-related issues.
- Ability to work with a diverse group of individuals and students with special needs
- Ability to follow oral and written orders from supervisors, administrators, physicians, and to coordinate work with principals, teachers and other staff.
- Ability to describe orally and in writing school health services provided, issues and concerns regarding school health
- Ability to establish and maintain professional working relationships with students, staff and others contacted in the course of work.
- Adheres to all applicable professional safety standards and practices in the nursing field, including requirements set for in federal and state law, and Occupations Safety and Health regulations.
- Implements Board of Health policy regarding blood borne pathogens and Board guidance regarding the medical or health care of employees and students, such as exclusion and readmission of individuals in connection with certain infectious and contagious diseases (e.g,. pertussis, tuberculosis).

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