

AGREEMENT BETWEEN  
THE BEDFORD SCHOOL COMMITTEE  
AND  
THE BEDFORD SCHOOL NURSES PROFESSIONAL UNIT OF THE MASSACHUSETTS  
NURSES ASSOCIATION

July 1, 2021 to JUNE 30, 2024

## Contents

|   |           |
|---|-----------|
| <b>AGREEMENT.....</b>                               | <b>1</b>  |
| <b>ARTICLE 1.....</b>                               | <b>1</b>  |
| <b>Recognition .....</b>                            | <b>1</b>  |
| <b>ARTICLE 2.....</b>                               | <b>1</b>  |
| <b>Committee Rights and Responsibilities .....</b>  | <b>1</b>  |
| <b>ARTICLE 3.....</b>                               | <b>2</b>  |
| <b>Association Rights and Responsibilities.....</b> | <b>2</b>  |
| <b>ARTICLE 4.....</b>                               | <b>3</b>  |
| <b>Association Dues and Agency Fees .....</b>       | <b>3</b>  |
| <b>ARTICLE 5.....</b>                               | <b>4</b>  |
| <b>Grievance Procedure .....</b>                    | <b>4</b>  |
| <b>ARTICLE 6.....</b>                               | <b>6</b>  |
| <b>Professional Employment Policy.....</b>          | <b>6</b>  |
| <b>ARTICLE 7.....</b>                               | <b>7</b>  |
| <b>Nurse Employment .....</b>                       | <b>7</b>  |
| <b>ARTICLE 8.....</b>                               | <b>8</b>  |
| <b>Nurse Year, Day, Load .....</b>                  | <b>8</b>  |
| <b>ARTICLE 9.....</b>                               | <b>9</b>  |
| <b>Position Descriptions/Reorganization .....</b>   | <b>9</b>  |
| <b>ARTICLE 10.....</b>                              | <b>11</b> |
| <b>Non-Nursing Duties .....</b>                     | <b>11</b> |
| <b>ARTICLE 11.....</b>                              | <b>11</b> |
| <b>Nurse Assignment.....</b>                        | <b>11</b> |
| <b>ARTICLE 12.....</b>                              | <b>11</b> |
| <b>Student Nurses .....</b>                         | <b>11</b> |
| <b>ARTICLE 13.....</b>                              | <b>11</b> |
| <b>Vacancies and Promotions.....</b>                | <b>11</b> |
| <b>ARTICLE 14.....</b>                              | <b>13</b> |
| <b>Nurse Transfer .....</b>                         | <b>13</b> |

|   |           |
|---|-----------|
| <b>ARTICLE 15.....</b>                          | <b>14</b> |
| <b>Employee Discipline and Just Cause .....</b> | <b>14</b> |
| <b>ARTICLE 16.....</b>                          | <b>17</b> |
| <b>Layoff and Recall .....</b>                  | <b>17</b> |
| <b>ARTICLE 17.....</b>                          | <b>20</b> |
| <b>Reduction in Rank or Compensation.....</b>   | <b>20</b> |
| <b>ARTICLE 18.....</b>                          | <b>21</b> |
| <b>Workers' Compensation.....</b>               | <b>21</b> |
| <b>ARTICLE 19.....</b>                          | <b>21</b> |
| <b>Serious Illness in the Family Leave.....</b> | <b>21</b> |
| <b>ARTICLE 20.....</b>                          | <b>21</b> |
| <b>Personal Business Leave.....</b>             | <b>21</b> |
| <b>ARTICLE 21.....</b>                          | <b>22</b> |
| <b>Bereavement Leave .....</b>                  | <b>22</b> |
| <b>ARTICLE 22.....</b>                          | <b>23</b> |
| <b>Family Care Leave.....</b>                   | <b>23</b> |
| <b>ARTICLE 23.....</b>                          | <b>25</b> |
| <b>Professional Leave.....</b>                  | <b>25</b> |
| <b>ARTICLE 24.....</b>                          | <b>26</b> |
| <b>Military Leave .....</b>                     | <b>26</b> |
| <b>ARTICLE 25.....</b>                          | <b>26</b> |
| <b>Jury Duty .....</b>                          | <b>26</b> |
| <b>ARTICLE 26.....</b>                          | <b>26</b> |
| <b>Extended Personal Leave.....</b>             | <b>26</b> |
| <b>ARTICLE 27.....</b>                          | <b>28</b> |
| <b>Leave-General .....</b>                      | <b>28</b> |
| <b>ARTICLE 28.....</b>                          | <b>28</b> |
| <b>Sick Leave.....</b>                          | <b>28</b> |
| <b>ARTICLE 29.....</b>                          | <b>29</b> |
| <b>Transportation Allowance.....</b>            | <b>29</b> |

|   |           |
|---|-----------|
| <b>ARTICLE 30.....</b>                      | <b>30</b> |
| <b>Reimbursement .....</b>                  | <b>30</b> |
| <b>ARTICLE 31.....</b>                      | <b>30</b> |
| <b>Professional Improvement .....</b>       | <b>30</b> |
| <b>ARTICLE 32.....</b>                      | <b>33</b> |
| <b>Salaries.....</b>                        | <b>33</b> |
| <b>ARTICLE 33.....</b>                      | <b>34</b> |
| <b>Insurance .....</b>                      | <b>34</b> |
| <b>ARTICLE 34.....</b>                      | <b>35</b> |
| <b>Nurse Assault.....</b>                   | <b>35</b> |
| <b>ARTICLE 35.....</b>                      | <b>35</b> |
| <b>Protection of Personal Property.....</b> | <b>35</b> |
| <b>ARTICLE 36.....</b>                      | <b>36</b> |
| <b>Clinic Visitations .....</b>             | <b>36</b> |
| <b>ARTICLE 37.....</b>                      | <b>36</b> |
| <b>Hepatitis B Vaccination.....</b>         | <b>36</b> |
| <b>ARTICLE 38.....</b>                      | <b>36</b> |
| <b>Amendment .....</b>                      | <b>36</b> |
| <b>ARTICLE 39.....</b>                      | <b>37</b> |
| <b>Effect of Agreement.....</b>             | <b>37</b> |
| <b>ARTICLE 40.....</b>                      | <b>37</b> |
| <b>Severability.....</b>                    | <b>37</b> |
| <b>ARTICLE 41.....</b>                      | <b>37</b> |
| <b>Duration .....</b>                       | <b>37</b> |
| <b>APPENDIX A (1).....</b>                  | <b>40</b> |
| <b>APPENDIX A2: .....</b>                   | <b>41</b> |
| <b>APPENDIX A3.....</b>                     | <b>42</b> |
| <b>APPENDIX A (4).....</b>                  | <b>43</b> |
| <b>Explanatory Notes: .....</b>             | <b>43</b> |
| <b>Appendix B-1 .....</b>                   | <b>45</b> |

|   |           |
|---|-----------|
| <b>APPENDIX B-2 .....</b>                             | <b>46</b> |
| <b>APPENDIX C-1 .....</b>                             | <b>47</b> |
| <b>The Family and Medical Leave Act of 1993 .....</b> | <b>47</b> |
| <b>APPENDIX C-2 .....</b>                             | <b>50</b> |
| <b>Chapter 149, Section 105D .....</b>                | <b>50</b> |
| <b>APPENDIX D .....</b>                               | <b>52</b> |
| <b>SN RUBRIC .....</b>                                | <b>77</b> |

## **AGREEMENT**

THIS AGREEMENT made and entered is in effect the first day of July, 2021 by the Bedford School Committee (hereinafter referred to as the Committee) and the Bedford School Nurses Professional Unit of the Massachusetts Nurses Association (hereinafter referred to as the Association) and continues to and through June 30, 2024.

### **ARTICLE 1**

#### **Recognition**

1-01 The Committee recognizes the Association as the exclusive bargaining agent for all regular professional registered nurses employed half time or more (with the exception of executive officers and administrative personnel, including the Superintendent of Schools, Director of Finance, Assistant Superintendent of Schools, Director of Curriculum and Instruction, Principals, and the Director of Special Education) for the purpose of negotiations with respect to wages, hours and other conditions of employment under provisions of Massachusetts General Laws, Chapter 150 E.

### **ARTICLE 2**

#### **Committee Rights and Responsibilities**

2-01 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. Except as specifically limited by this Agreement, the Committee retains all of the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of the grievance and arbitration procedures.

### **ARTICLE 3**

#### **Association Rights and Responsibilities**

3-01        The Association and the Committee agree that collective bargaining matters will be handled during non-school hours whenever possible.

3-02        If negotiation meetings between the Committee and the Association are, by mutual consent, scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary to permit their participation in such meetings. If necessary, after reasonable efforts by the Association's representatives to secure their own substitutes, it will be the Administration's responsibility to provide substitutes, if such negotiation meetings are scheduled during the school day at the request of the Administration.

3-03        When it is necessary for a representative of the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her principal and to the Superintendent, be released without loss of pay as necessary in order to permit his/her participation in the foregoing activities. If necessary, the Administration will provide a substitute if such meeting or hearing is scheduled at its request.

3-04        Any nurse whose appearance in such investigations, meetings, or hearings, as a witness, is necessary will be accorded the same right as in 3-03.

3-05        The Association agrees that these rights will not be abused and that whenever possible, grievance committee investigations and proceedings should take place after normal school hours so as not to impair the right of the student to his/her regular nurse.

3-06        There will be no reprisals of any kind taken against any nurse by reason of his/her membership in the Association or participation in its lawful activities.

3-07        It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employees.

3-09 Each individual School Council shall provide to the Chairperson of the Association all agendas and minutes, produced by school councils when said information is made available to council members.

3-10 The Chairperson of the Association shall also receive a copy of the School Improvement Plan.

3-11 At the request of the Association, the District will provide lists of members covered by the Association contract that include contact information, employment status, insurance premium deductions, dues deduction rates, seniority information, longevity information and other employment information that would be useful for negotiations preparations and membership information.

## **ARTICLE 4**

### **Association Dues and Agency Fees**

4-01 The Committee recognizes the right of the Association to collect an agency fee from all non-members for whom the Association bargains. As a condition of his/her continued employment while this Agreement shall continue in effect, every employee covered by this Agreement if and when not a member in good standing of the Association, shall pay to the Association a fee to be determined by the Executive Board of the Association but not to exceed an amount proportionately commensurate with the costs of collective bargaining and contract administration; provided, however, that in no case shall such condition arise before the 30th day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date shall be the later.

4-02 Authorized deductions may be taken out in equal monthly payments.

4-03 The Association will hold the Committee harmless and indemnify the Committee for any expenses incurred in the administration and enforcement of Article 4 including but not limited to attorney's fees and cost, but excluding incidental clerical cost, provided:

- a. The committee expeditiously fulfills its obligations under this Article



- b. The Association reserves the right to select or assign counsel of its own choice, the Committee cooperates with said counsel in the conduct of the case; and,
- c. The Association retains full control over the conduct of the case.

## **ARTICLE 5**

### **Grievance Procedure**

5-01 "Grievance" within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violation of the Agreement.

5-02 Level One: An employee with a grievance shall present it in writing to the building principal or appropriate administrator who shall respond to said grievance in writing within five (5) school days.

5-03 Level Two: If the grievance has not been resolved to the satisfaction of the employee and the Association, the employee or the Association may within five (5) school days of receipt of the Level One decision present the grievance in writing to the Superintendent or his/her designee. Within five (5) school days after receiving a grievance, the Superintendent or his/her designee shall meet with the employee and the Association representative in an attempt to resolve the grievance. The Superintendent or his/her designee shall respond to the grievance in writing within five (5) school days of said meeting.

5-04 Level Three: If the grievance is not resolved to the satisfaction of the employee and the Association, the employee or the Association may within five (5) school days of receipt of the Level Two decision submit the grievance in writing to the School Committee. Within ten (10) school days or at the next scheduled meeting of the School Committee, whichever is later, the School Committee shall meet with the employee and representatives of the Association for the purpose of hearing the arguments of the parties involved and attempt to resolve the grievance. Within ten (10) school days following said meeting the School Committee shall respond to the grievance and provide rationale for its decision in writing.

5-05            Level Four: If the grievance is not resolved to the satisfaction of the Association it may within ten (10) school days following receipt of the Level Three decision, submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association unless the parties have agreed to submit the grievance for arbitration to some other neutral arbitrator. The fees of the American Arbitration Association and of the Arbitrator and the expenses of any required hearings shall be shared equally by the School Committee and the Association, but each shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

5-06            The Arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The jurisdiction of the Arbitrator shall be limited to the interpretation and application of the terms of the Agreement. The Arbitrator shall not have the authority to alter, modify or amend this Agreement. The decision of the Arbitrator within the scope of his/her jurisdiction shall be final and binding upon the parties thereto.

5-07            If at the end of fifteen school days next following the event or occurrence which occasioned the grievance or the date of first knowledge of the event or occurrence by an employee affected by it the grievance shall not have been presented at Level One of the grievance procedure, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if it is not presented within the time specified, the employee and/or the Association may proceed to the next level. The parties may mutually extend the specified times.

5-08            No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Bedford Public Schools for any employee involved in such grievance.

5-09            If any employee covered by this Agreement shall present his/her own grievance in writing without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

5-10 If a grievance affects a group or classification of employee, the Association has the right to process the grievance.

5-11 Should a grievance be settled at any level below the School Committee, it is understood that the specific grievance is settled without prejudice and without precedent. Since the School Committee by law is responsible for making of policy, only the School Committee can settle a grievance in which both precedent and prejudice are involved.

## **ARTICLE 6**

### **Professional Employment Policy**

6-01 The Committee and the Association agree that it is a beneficial educational policy to maintain a high percentage of experienced personnel on the staff of every school.

6-02 It shall be stated policy of the School Committee to employ whenever possible in the best interest of the public schools such nurses and such other professional personnel serving the schools in a supervisory capacity who are certified under the requirements of the Massachusetts Board of Education. Uncertified nurses and supervisory personnel may be appointed provided application for certification in Massachusetts has been submitted to the Board and is still pending, or provided such application will be made within three months after the start of employment in the local school system. The School Committee reserves the right to appoint uncertified professional personnel through the waiver request process when it is deemed to be in the best educational interests of the pupils and school system to do so or when it would constitute a great hardship in securing nurses for the schools of the town.

Also, in order to fulfill the School Committee policy regarding certification, it is expected that any Bedford Public Schools nurse hired with a temporary, preliminary or initial license will take the necessary steps to obtain professional licensure by the end of the first five years of employment, unless the license has been extended as may be the case with nurses who have been granted an extension on their initial license from the Department of Elementary and

Secondary Education, but in no circumstances beyond the expiration of the extended initial license.

6-03 Although full-time nurses are preferred, the Committee may, at its sole discretion, employ part-time nurses subject to the following conditions: A part-time nurse shall be placed on the salary schedule in accordance with Article 7 and shall be compensated at a prorated salary equal to the same proportion as the nurse's nursing load compares to that of a full-time nurse.

- a. A part-time nurse shall be scheduled for a prorated share of duties, preparation time, and other responsibilities if the principal determines that it can be scheduled so as to provide for an uninterrupted workday.
- b. Part-time nurses shall be available outside of their assignments for student help.
- c. Part-time nurses shall be given consideration for any full-time vacancy for which they apply provided they meet the minimum qualifications as established by the Committee for the position.

## **ARTICLE 7**

### **Nurse Employment**

7-01 Nurses entering the Bedford system shall receive credit for previous public and approved private school nursing experience as evaluated by the Superintendent. Normally one step on the nurse's salary schedule will be granted for each year of such experience. The Superintendent may grant fewer steps if he/she believes that the time and nature of the experience warrants such action.

7-03 Nurses entering the Bedford system may be granted up to three year's credit for Peace Corps, Vista, and similar educationally related experience.

7-04 In employing a nurse the Bedford schools will not give credit for military experience on the nurse's salary schedule unless same had been granted to the nurse by a previous school system.

7-05 Early Retirement: The Bedford School Committee agrees that: Nurses who were employed prior to 9/1/2011 and have a minimum of 15 years

continuous service at the time of retirement will be offered an incentive for early retirement under which compensation will be calculated on the basis of a salary increase on a ratio of 1.175 (not including longevity); provided the nurse has provided at least six (6) months written notice of when the early retirement is to take effect. The increase pay will be paid in a lump sum in the July following retirement or, if requested, may be delayed until the 1<sup>st</sup> of January after retirement.

## **ARTICLE 8**

### **Nurse Year, Day, Load**

8-01 Except as otherwise provided for in this Article, it shall not be the intent of the school administration to require Kindergarten through Grade 5 nurses to be present in school more than a combined total of fifteen (15) minutes before and after the student day or to require Grade 6-12 nurses to be present more than a combined total of thirty (30) minutes before and after the student day. The student day is defined as follows:

|        |                     |  |
|--------|---------------------|--|
| High   | 7:45 a.m.-2:24 p.m. | Wednesday 12:54 p.m. student dismissal |
| Middle | 7:40 a.m.-2:16 p.m. | Wednesday 12:43 p.m. student dismissal |
| Lane   | 8:17 a.m.-2:46 p.m. | Wednesday 1:17 p.m. student dismissal  |
| Davis  | 8:53 a.m.-3:20 p.m. | Wednesday 1:55 p.m. student dismissal  |

Integrated Preschool Program-Five (5) day Program (Monday-Friday) 8:30 a.m.-12:00 p.m. Integrated Preschool Program-Three (3) Day Program (Monday, Wednesday, Friday) 8:45 a.m-12:15p.m

Integrated Preschool Program Five (5) Day Full Day Program (Monday-Friday) 8:30 a.m. to 2:00 p.m.

The time remaining on Wednesdays, after students are dismissed early, will be Nurse in-service time.

1. Staff and Nursing meetings will be held on Wednesdays after school. Consistent with Article 9-03, nurses may be requested to remain in school for one hour beyond the end of the workday for the purpose of attending staff meetings where matters pertaining to them or issues effecting the whole school community are being discussed.

8-02 The full time school nurses shall work 185 days per year, which shall include the following:

- a. A minimum of two (2) days prior to the opening of school.
- b. 3 professional workshop days

8-03 The part time nurses shall work the prorated number of hours associated with their prorated pay.

8-04 Kindergarten Preparation/Summer Duty

Summer Duty over the course of the summer, in order to adequately prepare for the opening of the school year nurses will work up to 34 hours for full-time nurses (and 15 hours for half time) to insure that student records, medications and immunizations are up to date and in compliance with state mandates with a portion of each nurse's hours available to other full-time and part-time permanent nurses if they are not available for full number of hours over the summer. The lead nurse will assign hours ensuring kindergarten grade levels. Nurses will be compensated for this work at their per diem rate of pay and will obtain prior approval of the Superintendent or his designee.

8-05 Attendance at night functions will be voluntary for nurses. A subcommittee of nurse and administrators from the elementary level will review the form and timing of Back-To-School Night and parent-nurse conferences at the elementary level.

8-06 All nurses will have a thirty (30) minute uninterrupted lunch period between the hours of 11:00 a.m. and 1:00 p.m. every day and shall not be required to perform any duties during this period.

## **ARTICLE 9**

### **Position Descriptions/Reorganization**

9-01 The School Committee and the Association agree that the position descriptions for School Nurse and School Nurse Leader in Appendix B, attached hereto, are incorporated into this agreement.

9-02 All Registered Nurses who are employed as of the date of ratification of this Agreement are deemed qualified, and able to perform the duties of the School Nurse position description in Appendix B.

9-03 In the event it becomes necessary to reorganize nursing services, the School Committee will notify the Association in writing, not less than three (3) months prior to effective date of said reorganization. During that time the parties will meet to negotiate the impact of the reorganization on bargaining unit members.

9-04 In the event that the School Committee reorganizes nursing services and a position(s) has reduced hours of work as a result of said reorganization, the School Committee will first ask for volunteers from the bargaining unit to take the position(s) with reduced hours. In the event that there are more volunteers than there are positions with reduced hours, the most senior personnel shall be assigned to the reduced hours' position(s). In the event that there are not enough volunteers for the reduced-hours position(s), the School Committee shall assign the least senior full-time personnel to the position(s).

9-05 The School Committee will provide First Aid and CPR recertification classes for bargaining unit employees. If a candidate for hire as a registered nurse is not certified in First Aid and/or CPR, the School Committee at its sole discretion, may grant a temporary waiver of this requirement for up to six months. During the waiver period, the registered nurse shall obtain First Aid and/or CPR certification on her/his own time and at her/his own expense. Failure to obtain certification within the waiver period will be grounds for discharge of the registered nurse without appeal.

9-06 Except in an emergency, the parties agree that the school nurses are not responsible for the extraordinary medical care (beyond normal routine medical care) of the LABBB or CASE collaborative program students. If the school nurse feels the student requires complex nursing care, the parties agree to meet to discuss the student's nursing care.

## **ARTICLE 10**

### **Non-Nursing Duties**

10-01        It is recognized that the primary duty and responsibility of the nurse is to provide medically related services and that the organization of the school and the school day should be directed at insuring that the energy of the nurse is utilized primarily toward this end.

## **ARTICLE 11**

### **Nurse Assignment**

11-01        Each nurse will be notified in writing of any change in his/her nursing assignment for a subsequent year not later than June 15th and insofar as possible by June 1st. Subsequent to such notice, the nurse's assignment shall not be changed without agreement of the nurse unless some unexpected circumstance necessitates a change.

## **ARTICLE 12**

### **Student Nurses**

12-01        Nurse interns shall be assigned only with the consent of the school nurse. Student nurses will not be required to substitute.

## **ARTICLE 13**

### **Vacancies and Promotions**

13-01        Whenever any vacancy in a professional position occurs, it will be publicized by the Superintendent in writing to the President of the Association, and published to the entire professional staff via internal electronic mail by use of the First Class Folder. Duties and rates of compensation will be set forth.

If a promotional vacancy arises which the Administration intends to fill and which is known to be permanent or of at least two months' duration, the position will be posted as soon as the Administration decides to fill the position, provided that the Administration will have the right to fill the vacancy as it sees



fit during the pendency of the posting period. The Administration will provide a general notice to the staff of all curriculum work opportunities referred to in Appendix A-10 hereof, provided that none of the provisions of Section 1402 hereof shall apply to applications for such opportunities or to the processing of such applications.

13-02 Whenever any vacancy occurs or new position is created, all nurses will be given adequate opportunity to make application for such positions, namely ten (10) days, exclusive of Saturdays, Sundays, legal holidays and vacation days during the school year, after written notification is given the Association, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants. Each nurse applicant not selected will, upon request, receive a written explanation from the Superintendent or his/her designee. If the Superintendent recommends a non-employee, the employee applicant, if on professional nurse status, may request and shall be provided with a written list of specific reasons for the Superintendent's recommendation. The reasons provided shall in no event be grievable beyond the Superintendent.

13-03 Should a vacancy in a nursing position or fall season coaching position occur less than fifteen (15) days prior to the opening of school, the required 10-day posting may be waived or reasonably abbreviated, provided, however, that no rights, especially under Article 18 are abridged by such action. There shall be established and maintained a central file of transfer requests so that such requests are readily available to any and all administrators involved in the process of filling vacancies which occur in the above situation. A similar file shall be established and maintained relating to fall coaching positions in the above situation.

13-04 Any nurse who wishes to be notified of any vacancies over the summer shall so notify the Superintendent's Office and shall be sent all postings provided that he/she supplies the Superintendent's Office with five (5) stamped self-addressed envelopes. This section in no way entitles a nurse to anything other than announcements of vacancies and may not be relied upon as a basis for a grievance regarding the filling of a vacancy.

## **ARTICLE 14**

### **Nurse Transfer**

14-01        There are two types of transfers: voluntary and involuntary. Subject to the terms of this Agreement, the Superintendent and his/her designee retains the sole right to decide whether transfers shall be made. Before any nurse is involuntarily transferred, transfer volunteers shall be solicited by means of an internal posting.

14-02        To the extent possible, requests for voluntary transfer shall be honored, provided that the volunteer meets the posted requirements of the position.

Any nurse who has transferred voluntarily may after one school year in the new position, be transferred back to his/her original position by his/her own choice or that of the administration.

14-03        A nurse seeking voluntary transfer will have a personal conference with the appropriate administrator(s) and will be advised in writing as soon as a decision has been made.

14-04        In considering whether one or more nurses shall be transferred voluntarily or involuntarily consideration will be given, but not limited to: 1) Length of service in the Bedford system, 2) Education, 3) Quality of nursing performance, 4) Total experience, 5) Suitability for new assignment. The above listing does not reflect order or priority. Nurses who were previously transferred involuntarily are exempt for five years from the day of transfer.

14-05        In transferring nurses involuntarily, every reasonable effort will be made to transfer nurses to comparable positions or levels of responsibilities.

14-06 a.     A nurse being transferred involuntarily will be given as much prior notification as possible. Unless unforeseen circumstances arise, notification will occur by June 1st of the year preceding the year in which the transfer is to take effect. A grievance over an involuntary transfer shall be processed expeditiously with a view to securing an arbitrators award, if necessary, by August 15th following the notice of involuntary transfer. If the grievance is upheld, the Committee shall have the right to fill the position at issue by another transfer.

b. If the Committee shall make an involuntary transfer pursuant to the last sentence of sub-section a., above, the time of notification of the transfer shall not be subject to the grievance and arbitration provisions of this Agreement. If the transfer is found invalid in arbitration, the following provisions shall apply: 1) the arbitrator shall not have the power to order the transferee's retransfer to his/her prior position before the beginning of the next school year, and 2) by May 1st of the period of service in the new position, the transferee shall decide whether such period of service shall be considered under criteria 4 and 5 or Article 15-04 hereof in any future transfer consideration, provided that the transferee's failure to notify the Superintendent's office of such decision by said May 1st shall be taken to mean that the transferee does not wish such period of service to be so considered.

14-07 Except for emergency situations, transfers will not occur during the school year.

14-08 The Staff will be made aware of all open nursing positions by written notice to the President of the Association.

14-09 It is recognized by both parties that transfers should be minimized and made only in the best interests of the educational system.

## **ARTICLE 15**

### **Employee Discipline and Just Cause**

15-01

a. The evaluation and supervision procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that a bargaining unit member's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal), unless the Superintendent determines that the seriousness of the unit member's actions warrants initiating discipline beyond an oral reprimand.

b. No nurse will be issued a written reprimand, suspended, or dismissed without just cause.

- c. If the supervisor or evaluator intends a conference to be the first step in the process of employee discipline, the supervisor or evaluator must so inform the nurse in advance of the conference and advise the nurse of his/her right to be accompanied by a representative of the Association. The supervisor or evaluator may have other persons present at any meetings and shall notify the nurse as to whom the supervisor will have with him/her at the meeting.
- d. Evaluation reports shall be subject to just cause, but the opinions/judgments of the evaluator are not subject to just cause review. The facts, procedures, the appropriateness of personnel actions taken as a result of the evaluation and the Directed Growth Plan or Improvement Plan are subject to review by the arbitrator.
- e. Any serious and/or recurring complaints regarding the performance of a nurse made to any member of the administration by any parent, student, or other person which has been reduced to writing shall be called to the attention of the unit member.
- f. The criteria for determining whether there was just cause for employee discipline is as follows:
  - 1. Did the Superintendent or his/her designee give the nurse forewarning or foreknowledge of the possible or probable disciplinary consequences of the unit member's conduct?
  - 2. Was the Superintendent or his/her designee's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the schools and (b) the performance that the Superintendent might properly expect of the unit member?
  - 3. Did the Superintendent or his/her designee, before administering discipline to a nurse, make an effort to discover whether the nurse did in fact violate or disobey a rule or order?
  - 4. Was the Superintendent or his/her designee's investigation conducted fairly and objectively?

5. At the investigation did the Superintendent's representatives obtain substantial evidence or proof that the nurse was guilty as charged?
  6. Has the Superintendent or his/her designee applied its rules, orders and penalties even-handedly and without discrimination to all nurses?
  7. Was the degree of discipline administered by the administration in a particular case reasonably related to (a) the seriousness of the nurse's proven offense and (b) the record of the nurse in his/her service with the school system?
- g. It is understood that some conduct does not require forewarning or a detailing of the possible or probable consequences in advance of imposing discipline.
- h. Notwithstanding the provisions of this Article, the Superintendent may dismiss an employee without first withholding an increment or freezing a salary at maximum.

15-02        Grievances involving supervision and evaluation

- a. Suspensions pursuant to Massachusetts General Laws, Chapter 168A, Section 25 shall not be subject to the grievance and arbitration procedure.
- b. The failure to renew the contract of a non-professional status nurse or failure to renew appointment of stipendiary position is not subject to just cause and the grievance or arbitration procedures except as to an allegation of any specific procedure provided for in this Agreement as opposed to the judgments of the supervisor, evaluator, Superintendent or School Committee.
- c. A grievance alleging deviation from the procedures established by this Agreement for the evaluation of a nurse who has not been dismissed may be processed only through Level Three of the grievance procedure, and shall not be subject to the arbitration provisions of this Agreement, provided that any denial of said grievance shall be without prejudice to refile of the grievance in the event that said member shall subsequently be dismissed, and provided further that said grievance, if so refiled, shall be subject to the arbitration provisions of this Agreement. The nurse may at his/her discretion file a written notice of an alleged procedural violation within five (5) school days of the event(s) which give rise to the notice in lieu of filing a grievance.

Said notice will preserve the nurse's right to subsequently file a grievance based upon the same events provided the nurse has given a copy of said notice to his/her building principal and the Superintendent.

- d. Evaluation reports shall be subject to just cause, but the opinions/judgments of the evaluator are not subject to just cause review. The facts, procedures, the appropriateness of personnel actions taken as a result of the evaluation and the Directed Growth Plan or Improvement Plan are subject to review by the arbitrator. .

#### 15-03 Dismissal Procedure

In order to dismiss a professional status nurse for inefficiency and/or incompetency, as opposed to incapacity, conduct unbecoming, insubordination or other good cause as provided for in General Laws, C. 71, Section 42 and 42A, and the Nurse Evaluation Language in this Collective Bargaining Agreement must be followed.

## **ARTICLE 16**

### **Layoff and Recall**

16-01 If the Committee decides to reduce the number of professional status nurses or professional status administrators, such reduction shall be consistent with the General Laws of the Commonwealth.

16-02 If, in the judgment of the Committee, it is necessary to layoff professional status nurses or professional status administrators, then the employee with the least seniority in the classification shall be laid off first.

16-03 If the Committee decides to reduce by layoff the number of professional status nurses or professional status administrators, the layoffs shall be carried out, in accordance with the procedures described below, within the following classifications:

a. Nurses

#### 16-04

a. Seniority shall be determined by the length of uninterrupted service within the bargaining unit in years, months and days on the Seniority List approved

by the parties to this Agreement. The period of any unpaid leave (Family Leave and Extended Personal Leave) authorized under this Agreement, and commencing after July 1, 1985, shall not be credited toward length of continuous service in the school system for purposes of this Article. Said list shall be prepared by the Superintendent and sent to the Association President and each member of the bargaining unit within 39 days following the execution of this Agreement and on or before each November 1st thereafter. Unless the list is challenged prior to December 1st by a written notice to the Superintendent and the President of the Association, which sets forth the factual basis for the challenge, it shall be deemed to be accurate until a subsequent list has been issued. In the event of a challenge, The Association will have thirty (30) calendar days in which to notify the Superintendent of its position on the merits of the challenge. If the challenge calls for a revision of the Seniority List, the Superintendent shall issue a new List before January 15th. Any nurse who is still aggrieved by the List must file a grievance in accordance with the provisions of Article 5 otherwise the List shall be deemed to be accurate until a new List is issued. Ties in length of service shall be resolved by the application of the prior interrupted service, if any, in the Bedford Public Schools; and if still unresolved by lot.

Part-time nurses who work at least half-time (.5) will be included on the seniority list and earn seniority at the rate of one (1) year for two (2) years of service (e.g. 2 years at .5 or more but less than full time = 1 year of seniority).

- b. Professional status nurses or professional status administrators who have been granted leaves of absence under the Agreement, or who have applied for early retirement under Article 34 hereof, shall be subject to consideration for possible layoff under the Agreement together with all personnel actively employed in their respective classifications as set forth in section 18-03 hereof.
- c. Professional status nurses or professional status administrators will be laid off only at the end of a school year and shall be given written notice by April 15th of the school year prior to the school year in which the layoff or reduced workload will take effect. The number of said notices shall be the minimum number necessary to reduce the number and/or workloads of professional status nurses or professional status administrators to the staffing levels determined by the Committee to be necessary for the next

school year. If it is known that a budget different from the budget recommended by the Committee for the next school year will be presented to the Annual Town Meeting, the Committee shall issue contingency notices of possible additional layoffs. As positions open up, designated nurses will have their layoff notices rescinded, but along with all professional status nurses or professional status administrators on leave, need not be assigned to a specific position until August 15.

- d. Professional status nurses or professional status administrators will be laid off only at the end of a school year and shall be given written notice by April 15th of the school year prior to the school year in which the layoff or reduced workload will take effect. If said employee shall elect to have his/her layoff treated as a leave of absence, he/she shall waive his/her said rights under Massachusetts G.L. Chapter 71, sections 41 and 42 in writing not later than the date on which the Committee's said vote is to be taken, and shall, if laid off, have recall rights as provided in the Agreement, provided that the period of such leave of absence shall not be considered as service in the Bedford school system for any purpose under this Agreement.

16-05

- a. This subsection shall apply to any transfer of a professional status nurse, the intent of which is to reduce or eliminate the then existing need to lay off another professional status nurse, or the then foreseen effect of which will be to reduce or eliminate such a need in the future. If, subsequent to such a transfer, the transferee shall be designated for layoff, he/she shall be involuntarily retransferred to his/her original classification, provided that the retransfer will eliminate the need for such layoff.
- b. This subsection shall apply in the event that the transfer of a professional status nurse shall have the actual effect, within two (2) years of its implementation, of reducing or eliminating the then existing need to lay off another professional status nurse. If, subsequent to the occurrence of such event, the transferee shall be designated for lay off, the retransfer provisions of subsection a., above, including the stated proviso, shall be applied.

**Recall:**

16-06 Professional status nurses who have been laid off and who have elected to have the layoff treated as a leave of absence pursuant to section 18-04d of this Agreement, will have recall rights as described below, commencing



with the last day of employment before layoff and ending with the first full school day in the September two years thereafter. Recall will be in reverse order of layoff.

16-07 If a vacancy occurs in the classification from which the nurse was laid off, then the laid off nurse, if certified at the time of layoff, will be recalled to fill any vacancy in that classification as listed in Article 1803.

16-08 Nurses will be notified of recall via certified mail at their last address on record in the Superintendent's Office.

A nurse shall have fifteen (15) days upon receipt of notification to notify the Superintendent of his acceptance/rejection and to be available to start. A nurse who rejects recall or who does not respond within the fifteen days shall forfeit all further rights to recall. A nurse laid off from a full-time position may refuse recall to a part-time position without forfeiting recall rights except recall to the refused position once that position has been filled.

16-09 A nurse who is recalled shall have the same benefits he/she had at the time of layoff with respect to professional status, unused sick leave (subject to Article 31-05a. hereof) and placement on the salary schedule, and, during the period of layoff, shall be entitled to maintain his/her membership in the health and insurance plans provided in Article 39 hereof, provided that he/she shall pay the entire cost of such health and insurance plan coverage.

16-10 If the Committee determines in its sole discretion to lay off personnel then that determination will not be subject to Article 5 - Grievance and Arbitration - except as to the accuracy of the seniority list.

## **ARTICLE 17**

### **Reduction in Rank or Compensation**

17-01 No nurse shall be reduced in rank or compensation except for just cause.

## **ARTICLE 18**

### **Workers' Compensation**

18-01 When a nurse is absent from work because of an injury which is compensable under the Workers' Compensation Act, the nurse must notify the Superintendent as soon as possible following the injury and must file a Workers' Compensation claim. During the pendency of a claim and during any period in which the nurse receives Workers' Compensation benefits, the nurse may use his/her own accumulated sick leave and the sick leave bank to maintain a full salary. The refusal to file a Workers' Compensation claim for a job related injury will render a nurse ineligible to use accumulated sick leave or the sick leave bank.

In the event of a Workers' Compensation Award, the nurse shall return to the Town of Bedford any compensation received for days of absence for which the nurse has received sick leave or sick leave bank payments. In this case, the sick leave or sick leave bank days shall be restored on a prorated basis. The School Committee will aggressively educate employees concerning eligibility for and procedures for filing a worker's compensation claim.

## **ARTICLE 19**

### **Serious Illness in the Family Leave**

19-01 In any one school year, five (5) of the fifteen (15) days intended for sick leave may be used by a nurse if his/her absence is necessary in case of illness of a spouse, child, parent or members of the immediate household.

## **ARTICLE 20**

### **Personal Business Leave**

20-01 Each employee may have three (3) days per year, non-cumulative, for those purposes listed below:

- a. Emergency cases involving medical diagnosis
- b. Court cases specifically involving the nurse
- c. Attendance at the funeral of a person outside the immediate family

d. Other purposes at the discretion of the Superintendent

e. Unstated personal reasons.

No half-day personal days will be allowed. Prior approval from the Superintendent for using more than one (1) personal day at a time is required.

20-02 Personal business days, except in the case of an emergency, should be requested in writing at least 72 hours prior to the date of the absence; however, such leave shall not unreasonably be withheld.

20-03 Personal business days will not be granted on days before or after the holidays or vacations except at the discretion of the Superintendent and the nurse leader and so long as the request meets the criteria in 22-01 (a)-(d) or the nurses request for the day is a result of a scheduling of an event that is outside of the nurse's control.

20-04 Religious Holidays In addition to or in lieu of using personal days, a Nurse can select to use one (1) accrued sick day with prior written notice to the Superintendent to be absent on a religious holiday. Nurses shall not be required to use his/her personal day first, and can use the accrued sick day before using personal days.

## **ARTICLE 21**

### **Bereavement Leave**

21-01 In the event of a death in the immediate family, the nurse shall be entitled to leave with pay for up to five (5) workdays falling within two weeks following the day of the death. The immediate family for this article shall be defined as husband, wife, domestic partner, son, daughter, mother, father, brother, sister, or anyone living in the nurse's household. Five (5) additional days without loss of pay may be granted at the sole discretion of the Superintendent.

Nurses will be allowed time off without loss of pay for up to two (2) working days within two weeks following the death of a relative of the nurse. For this section, relative shall be defined as aunt, uncle, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew.

## **ARTICLE 22**

### **Family Care Leave**

22-01 In order to be eligible for Family Care Leave beyond that provided for by law, the parent of a newborn child must have completed at least three years of service in Bedford. Such leave shall commence as follows:

- a. For father: upon the birth of the child
- b. For mothers: upon the birth of the child or upon recovery from the pregnancy-related disability as requested by the nurse.
- c. For nurse who is non-birth parent: upon the birth or adoption of the child up to fifteen (15) days of consecutive personal sick leave use.

The termination of such leave shall be indicated in his/her request. However, the nurse must return to active nursing no later than the beginning of the school year following the first birthday of the child or may return earlier if mutually agreed upon by nurse and Superintendent.

22-02 A leave of absence without pay will, upon request, be granted to any nurse who has accepted a child as part of adoption proceedings. Such leave shall commence at the time of the adoption. The termination of such leave shall be indicated in his/her request. However, the nurse must return to active nursing no later than the beginning of the second school year following the adoption or may return earlier if mutually agreed upon by nurse and Superintendent.

22-03 A leave of absence without pay will, upon request, be granted to any nurse for the purpose of taking care of a member of the nurse's immediate family when the presence of the nurse is required, subject to the following conditions:

Such leave shall be granted only during a single school year. No more than one such leave will be granted to a nurse during any school year. The starting and expected termination dates shall be indicated in the request. The duration of the leave may be extended by mutual consent between the nurse and the Superintendent.

22-04 If a leave is approved under this Article for more than twenty-five (25) school days, the return must be on or before the halfway point of a marking period or at the conclusion of the December, February, or April scheduled school closings.

22-05 A nurse on family care leave under any of the foregoing provisions shall give written notice to the Superintendent of intention to return to active nursing as follows:

- a. No later than the first day of school following the December winter break, via email or mail, if scheduled to return at the beginning of the following school year.
- b. In the case of leave commencing after the December break and approved for more than twenty-five (25) school days, by fifteen (15) school days prior to the scheduled date of return, but in no event later than the June 15th following commencement of the leave.
- c. If the Superintendent fails to receive notice as provided in subsections a. and b. above, he/she will send a written request for such notices to the last-known address of the employee, certified mail, return receipt requested. If the nurse fails to respond within five (5) calendar days of delivery, or attempted delivery, of the written request, the nurse will, to the extent permitted by law, be deemed to have resigned.

22-06 A nurse on family care leave shall not be permitted to accrue sick leave during the period of such leave.

22-07 During the period of a leave approved under this Article, the nurse shall accrue no credit for increment or longevity, except as hereafter provided. Upon return from such leave, the nurse will be placed on the step in the salary schedule which he/she held prior to the commencement of the leave, except that a nurse who has completed at least ninety-three (93) days of nursing in the school year in which the leave commences shall, upon return from leave, receive credit for up to a maximum of one (1) school year of nursing for increment and longevity purposes.

22-08 The nurse, upon return from family care leave, shall be restored to the position which he/she held when his/her leave began, or to a substantially equivalent position.

22-09 Except as otherwise required by G.L. C. 149, Section 105D, and the FMLA of 1993, a nurse must have completed at least three years of employment in Bedford before he/she is eligible for Family Care Leave. A summary of G.L. C. 149, Section 105D and the Family Medical Leave Act, are Appendix F to this Agreement for information purposes only.

## **ARTICLE 23**

### **Professional Leave**

23-01 If prior written approval to attend has been granted by the Superintendent, the School Committee will pay, up to \$100.00, budgeted expenses upon submittal of itemized voucher for fees, meals, lodging, and transportation incurred by nurses who attend seminars, workshops, conferences, and other professional activities with the approval of the Superintendent.

If at the end of a school year, unexpended monies remain in the in-state expense accounts, said monies shall be distributed on a pro-rated basis to the nurses who have not been fully reimbursed for the in-state expenses incurred in connection with such attendance, provided that the nurses who have not received full reimbursement of the first \$100.00 of their said expenses shall be so reimbursed before any prorated distribution is made. The same procedure shall be followed for reimbursement of out-of-state expenses incurred in connection with such attendance. The foregoing provisions shall not apply where a nurse's attendance has been specifically requested by the Superintendent.

23-02 Days spent on such professional activities will not be charged to sick leave.

## **ARTICLE 24**

### **Military Leave**

24-01 A nurse will be entitled each year to a maximum of ten (10) days paid leave when called into temporary active duty of any unit of U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Nurses will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.

24-02 A nurse who leaves the Bedford School System to fulfill a military obligation shall receive full credit on the salary schedule for this time.

## **ARTICLE 25**

### **Jury Duty**

25-01 The Committee agrees that nurses who are called for Jury Duty shall not suffer any loss in income.

- a. The nurse shall continue to be paid at the same rate he/she would have been paid had he/she not been required to serve.
- b. At the end of such service, the nurse will:
  1. Sign over to the School Department any checks received for Jury Duty pay (not including payment for mileage and other expenses), or
  2. Present a certified check for the amount of such pay to the School Department.

## **ARTICLE 26**

### **Extended Personal Leave**

26-01 Subject to the conditions enumerated below, professional status nurses will, upon request, be granted a leave of absence without pay for personal reasons:

- a. Such leave must be for one school year but may be extended for an additional school year at the discretion of the Superintendent if the nurse requests such extension.
- b. The nurse will receive no salary or benefits but may remain in the health plan and pay the entire premium himself/herself.
- c. No more than one such leave need be granted for any one school year. If more than one nurse applies, the Superintendent will have discretion as to which applicant will be granted the leave. The Superintendent, at his/her discretion, may grant more than one such leave per school year.
- d. A nurse on such leave must notify the Superintendent in writing no later than the first day of school following the December winter break, via email or mail, of his/her intention to return the following September. If the Superintendent fails to receive such timely notice he/she will send a written request for such notice to the last known address of the employee, certified mail, return receipt requested. If the nurse fails to respond by email within five (5) calendar days of delivery, or attempted delivery, of the written request, the nurse will, to the extent permitted by law, be deemed to have resigned.
- e. During the period of a leave approved under this Article, the nurse shall accrue no credit for increment or longevity, except as hereafter provided. Upon return from such leave, the nurse shall be restored to the position which he/she formerly held or a substantially equivalent position; shall be placed on the step in the salary schedule which he/she held prior to the commencement of leave, except that a nurse who has completed at least ninety-three (93) days of nursing in the school year in which the leave commences, upon return from leave, shall receive credit for up to a maximum of one (1) school year of nursing for the purposes of increment and longevity; and shall have restored to him/her previously accrued sick leave and years of service toward sabbatical eligibility.
- f. Applications for a leave to begin in September of a particular year must be made by March 15 of the preceding year but the Committee may, at its discretion, waive this requirement.



**ARTICLE 27**  
**Leave-General**

27-01A      medical certificate or other suitable evidence may be required in all cases of absence with the exception of the "no cause" personal day.

27-02      The Superintendent may request such evidence by writing to the nurse and may stipulate a reasonable deadline for the submission of such evidence. Should the nurse fail to meet such deadline, all salary and benefits shall cease until the evidence is submitted.

**ARTICLE 28**  
**Sick Leave**

28-01      All nurses employed on a full-time basis are allotted fifteen (15) days of sick leave with full pay each year. In cases where an employee is absent for reasons chargeable to sick leave less than fifteen (15) days in any one year, the days not used shall be accumulated for use in subsequent years to a maximum accumulation of 160 days (prior higher accumulations will be grandfathered). Sick leave may be accrued at the rate of 1.5 days per month. Part-time nurses working less than five (5) days will have the number of sick days prorated. Part-time nurses who work five (5) days a week will be awarded fifteen (15) days of sick leave per year.

28-02      Sick leave pursuant to this article shall apply to disabilities caused by or related to pregnancy.

28-03      Nurses who have been in the system for fifteen (15) or more years will be entitled to one day's pay for each five days of accumulated sick leave up to 145 days for nurses under the following conditions:

- a. If the nurse is laid off and the nurse receives pay under this section and is later recalled, he/she shall return with no accumulated sick leave, provided that the foregoing provision shall not apply if the nurse has reimbursed the Committee for such pay.

- b. If the nurse retires and the Committee receives notice of said retirement from the Massachusetts Nurses' Retirement Board, or other verification of the nurse's retirement (i.e. a retirement stub from the MTRB) within the fiscal year following the year of the nurse's last day of work in Bedford. This provision takes effect immediately for all employees hired by the Committee after July 1, 1994. For those in the employ of the school district the language of this Section 31-05(b) of the previous agreement ("If a nurse retires and the Committee receives notice of retirement from the Massachusetts Nurses' Retirement Board") shall govern up to and including June 30, 1996; thereafter the above language shall govern all employees.
- c. If the nurse dies, the amount will be paid to the estate of the nurse.
- d. If the nurse so requests, the payment may be delayed to the following January 1.

28-04 In case of sick leave, the Superintendent may require an examination by a physician to be selected by the employee from a list provided by the Superintendent. Such an examination will be at School Department expense.

28-05 The District will make available to each nurse their total accumulated sick days by November 1 of each school year.

## **ARTICLE 29**

### **Transportation Allowance**

29-01 All personnel whose assigned duties require regular job related travel in and out of the Town of Bedford shall receive budgeted compensation at the then effective rate as determined by the Internal Revenue Service for travel upon submittal of an itemized voucher unless otherwise reimbursed. Such travel does not require prior approval.

29-02 All travel, except that travel provided for in 34-01, requires prior approval. All personnel whose travel has been approved shall be reimbursed at the then effective rate as determined by the Internal Revenue Service upon submittal of a voucher unless otherwise reimbursed.

29-03 The Committee will make every effort to expedite payments for transportation allowances. With initial approval, the Administration will issue specific instructions regarding the required documentation.

## **ARTICLE 30**

### **Reimbursement**

30-01 All properly completed vouchers filed by any nurse entitled to reimbursement shall be processed and forwarded to the appropriate town office within thirty (30) days of submission by the nurse.

## **ARTICLE 31**

### **Professional Improvement**

31-01 The School Committee reaffirms its continuance of the graduate study reimbursement policy and said Graduate Study Reimbursement Policy reads as follows:

The Bedford School Committee will reimburse professional school personnel who undertake graduate study courses in the pursuit of professional improvement. This reimbursement shall be in an amount equal to fifty (50) percent of the actual tuition cost of the courses to be taken and 50% of tuition and mandated fees of the courses taken at a Massachusetts State College or University, provided the following terms and conditions are met:

1. Professional Status. Eligibility requires that a professional member has achieved professional status in the Bedford Schools.
2. Matriculation. All courses undertaken must be applied to the attainment of an advanced degree, i.e., Master's Degree, Certification of Advanced Study (including a C.A.G.S. and Six-Year Professional Certificate), or a Doctor's Degree at an accredited college or university subject to the Superintendent's prior approval of the course of studies, and other courses with prior approval of the Superintendent. In either case, the Superintendent's approval shall not be unreasonably withheld. In all cases in which the Superintendent denies approval he/she shall communicate his/her reasons for such denial in writing to the nurse.

3. Official Transcript. Evidence of successful completion of the approved courses must be submitted to the Office of the Superintendent of Schools.
4. Maximum Number of Semester Hours. Professional staff members shall be limited in the number of semester hours which may be included in this reimbursement policy to a maximum of six (6) hours per semester and six (6) hours per summer session.
5. Veterans. Military veterans who are pursuing their graduate study at institutions of higher learning, in which they are privileged by exemption from tuition charges, shall not be further reimbursed under this policy.
6. Method of Reimbursement Payment. When evidence of successful completion of approved courses is submitted along with the receipt of payment of the tuition charges to the college or university, a fifty percent reimbursement voucher will be drawn in behalf of the professional staff member and payment will follow shortly thereafter.
7. Graduate study vouchers may be awarded to staff members when available in lieu of any graduate study reimbursement.
8. All nurses who begin employment on or after July 1, 2002 shall be required to complete the EMI course or a comparable anti-racism course approved by the Superintendent within the first three (3) years, at no cost to the nurse. The nurse, upon completion of the EMI course, will be awarded two (2) in-service credits.

## 31-02 GUIDELINES FOR DISBURSEMENT OF VOUCHERS FOR GRADUATE STUDY

The distribution of vouchers accumulated in the Bedford Public Schools as a result of cooperation with colleges in the training of future nurses shall be the responsibility of the Superintendent of Schools in accordance with the purposes and policies of the School Committee. The following methods shall be used for distributing graduate school vouchers.

1. The first award shall go to the cooperating or supervising nurse who is considered to be the primary source of assistance to the trainee.

2. Next the voucher shall be offered to nurses or administrators who have done some specific school work with the student nurse.
3. The remaining vouchers shall be distributed at the discretion of the school administration to those professional status nurses who are eligible for graduate study reimbursement under the School Committee rules and regulations. If a professional status nurse plans to take courses for which reimbursement is to be requested under the Graduate Study Reimbursement Policy, he/she must so notify the Superintendent's office in advance in order that an available voucher may be reserved for his/her use.
4. Existing vouchers shall next be distributed to school personnel instructed by the school administration to take a specific course for professional improvement which in turn will enhance the effectiveness of the nurse and improve the learning process for Bedford students.
5. Remaining vouchers are then offered to eligible members of the professional nursing staff with awards made depending on the availability of vouchers to meet the individual nurse need.
6. At this point if any vouchers remain they shall be shared among those staff members interested in professional advancement or awarded as a result of a drawing allowing distribution through this element of chance. Those staff members interested in these vouchers will be given the opportunity to decide which method should be employed to arrive at the persons to whom the vouchers shall be awarded.

31-03 School personnel interested in receiving a graduate study voucher shall make requests for them by completing and submitting the necessary application form provided by the Superintendent's office.

31-04 If a course of a type not previously taught in the system is to be introduced into the curriculum and if the Superintendent believes that the nurse who is assigned to teach the course does not have the necessary background, and if the Superintendent requests the nurse to take appropriate course work then the Superintendent will notify the nurse in writing that he/she will be reimbursed for 100% of the costs including tuition, fees, books and reasonable transportation.

31-05 Professional Meetings Time off with pay may be granted for attendance at professional and/or educational meetings, subject to the approval of the Superintendent. The School Committee will pay the registration fee and attendance costs, up to \$450.00 annually for each employee who works more than an average of twenty (20) hours per week over the course of the school year. Included in the \$450.00 annual amount for each employee, the employee may receive reimbursement for expenses related to home study courses granting nursing contact hours, continuing education units (CEUs) or reimbursement to any nurse for expenses related to certification in compliance with 603 CMR 7.10(42) (a) or (b) as well as professional membership in the National Organization of School Nurses (NASN). In the absence of any objection from employees covered under this agreement, the School Committee may approve all or a portion of the funds described in this section for the use of one employee. All nurses must be certified in CPR and First Aid.

## **ARTICLE 32**

### **Salaries**

32-01 Salaries for all positions are contained in the Appendices which are part of this Agreement. Salaries for part-time employees shall be pro-rated based on the salaries contained in Appendix A.

32-02 The salaries contained in Appendix A, shall be paid in accordance with the options below as each employee shall choose, provided the Business Office of the School Department is so notified in writing of the nurse's choice by June 30th:

a. 22 equal pay periods

26 equal pay periods 32-04

For nurses' deductions shall be at the rate of 1/185th of the yearly salary for each day of unexcused absence.

32-05 The Committee shall make every effort to have payday on Thursdays for all bargaining unit employees.

32-06 Employees will be eligible to participate in a 403B Plan to be established in consultation with the Association. The Committee will match

each employee's own contribution up to a maximum of \$200 per fiscal year. The financial match will be available through any of the approved 403B vendors currently available through the district, and for any new vendors that meet the requirement of the third-party administrator.

32-07        Mid-term Stipends and Other Adjustments to Compensation: All stipends or any other monetary compensation on which the parties reach agreement during the term of this agreement or any extension thereof shall be reduced to writing in the form of a memorandum of agreement signed by the parties to the Collective Bargaining Agreement or their agents and the stipend/monetary compensation shall there by become incorporated into the Collective Bargaining Agreement at the time the written agreement is reached. When the agreement contains terms that continue beyond the term of this agreement or any extension thereof, the terms shall be printed as part of the appropriate Article/Appendix in the subsequent agreement.

32-08        When a grant-funded extracurricular position (other than a METCO grant-funded position) created subsequent to September 1, 2014 becomes less than fully funded by the grant providing the funds, the Superintendent shall contact the Association to renegotiate the stipend for the position if the position is to remain in effect. If the District intends to make up the loss of funds, no contact with the Association is necessary. If the District at some time in the future determines to cease subsidizing the position, the Superintendent will notify the Association.

32.09        Pool Testing: Effective 7/1/2021 there shall be a COVID testing stipend:

School Nurse = \$1500.

District Lead Testing Nurse = \$2500.

The parties will continue to discuss the impact on nurses for pool testing.

## **ARTICLE 33**

### **Insurance**

33-01        Nurses will have extended to them all health and insurance plans made available to town employees.

33-02 Nurses shall be given all health benefit package plans and rate information as soon as possible following their acceptance of an employment offer. In the event of any changes in rates or plans, employees will be notified as soon as possible.

33-03 Nurses shall have the option of participating in Section 125 Plans for "Pretax premium payments".

33-04 The Association reserves the right to request negotiations regarding any changes in health insurance.

## **ARTICLE 34**

### **Nurse Assault**

34-01 Nurses shall report to the Superintendent all cases of assault suffered by them at:

- a. the hands of students or their parents,
- b. on school premises,
- c. or arising out of their employment in the Bedford School Department.

34-02 The Superintendent shall forward all such reports to the School Committee.

34-03 The Committee shall comply with reasonable requests from the nurse for information not privileged under law which it has in its possession relating to the incident or to the person involved.

## **ARTICLE 35**

### **Protection of Personal Property**

35-01 If a nurse sustains a loss of at least \$100 to personal property owned by such nurse as a result of vandalism or theft while on school property, then the Committee will reimburse the nurse for 50% of the first \$200 of such loss unless the first \$200 is covered by insurance. In cases involving damage to automobiles, nurses will be reimbursed up to \$200. Such reimbursement shall be made only if the Committee (or its designee) determines that the loss



occurred on school property and there was no negligence on the part of the nurse.

## **ARTICLE 36**

### **Clinic Visitations**

36-01 All school visits by anyone other than Bedford School Department personnel must be scheduled in advance with the principal. The nurse will be informed in writing of the visitor's request to visit the school at least three (3) school days prior to the date of the visit.

36-02 On the day of the visit, the visitor must first report to the school office.

36-03 The nurse will not be obligated to have any discussion with the visitor that would in any way interfere with the nurse's instruction of the class.

36-04 If the nurse believes that the visitor is interfering with the educational process, the nurse shall call upon the principal for assistance.

36-05A visitor who requests to visit a school shall be provided with a copy of this article.

## **ARTICLE 37**

### **Hepatitis B Vaccination**

37-01 The School Committee will pay for the cost of the primary series of Hepatitis B vaccination for each employee when prescribed.

## **ARTICLE 38**

### **Amendment**

38-01 This Agreement shall not be altered, amended, or changed except in writing and signed by both the Committee and the Association, which such writings shall be appended hereto and become a part hereof.

**ARTICLE 39**  
**Effect of Agreement**

39-01 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 40**  
**Severability**

40-01 In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE 41**  
**Duration**

41-01 This Agreement shall be effective July 1, 2021 and shall continue in full force and effect until midnight June 30, 2024. Should either party desire to negotiate a new Agreement for succeeding year(s), such party shall by October 15 of the last year of the Agreement give written notice to the other party. The parties shall then exchange initial proposals seven (7) days prior to the first (1st) meeting date.

41-02 Once final agreement between the Committee and the Association has been reached, they will agree on a format for printing the Agreement. The Committee will arrange for the printing of the Agreement and will provide copies to the Association. The cost of such printing will be divided equally between the two parties.

**Limited Reopener--Start Time**

The parties agree to create a joint-labor committee with representatives from all four schools for the limited purpose of reviewing and making recommendations

regarding school day start and end times if, due to the research regarding teenage sleep patterns, a majority of schools within the Dual County Conference realign their start and end times in such a way that would negatively impact the ability of Bedford students to participate in interscholastic athletics. Upon the request of either party there will be negotiation over the recommendations of the committee.


IN WITNESS WHEREOF, each of the parties hereunto has caused these presents to be executed by its proper officer hereunto, duly authorized and signature affixed hereto as of the date and year first above written.

**Bedford School Committee**



|                |                             |              |
|----------------|-----------------------------|--------------|
| Daniel Brosgol | Chairperson                 | 781-275-0235 |
| Sarah Scoville | Vice-Chairperson            | 617-416-6424 |
| Brad Morrison  | School Committee, Secretary | 617-335-0991 |
| JoAnn Santiago | School Committee            | 774-309-0245 |
| Amy Guay       | School Committee            |              |

**BEDFORD SCHOOL NURSE  
PROFESSIONAL UNIT OF THE  
MASSACHUSETTS NURSES ASSOCIATION  
BY:**

For the Committee and The Town

  
Philip Conrad  
Superintendent of Schools  
~~Daniel Brosgol~~ SARAH SCOVILLE  
School Committee Chairperson

For the Association

  
Julie Pinkham, RN  
MNA Executive Director  
T. Edmund Burke, Esq.  
MNA Associate Director  
Tracy Fernald, RN  
MNA Chairperson

## APPENDIX A (1)

APPENDIX A: PROFESSIONAL NURSES SALARY SCALE

| <b>2021-<br/>2022 2.5%<br/>COLA<br/>Step/Lane</b> | <b>BA</b> | <b>BA+30</b> | <b>BA+50/MA</b> | <b>MA+30</b> | <b>MA+50</b> | <b>MA+70/<br/>DMA/<br/>CAGS/P<br/>HD/Ed.S</b> |
|---|-----------|--------------|-----------------|--------------|--------------|---|
| 1   | \$50,583  | \$53,411     | \$54,724        | \$56,592     | \$57,917     | \$59,206                                      |
| 2   | \$54,277  | \$55,588     | \$56,897        | \$58,797     | \$60,114     | \$61,404                                      |
| 3   | \$57,310  | \$58,637     | \$59,966        | \$61,915     | \$63,249     | \$64,540                                      |
| 4   | \$59,837  | \$61,162     | \$62,487        | \$64,465     | \$65,803     | \$67,095                                      |
| 5   | \$63,012  | \$64,353     | \$65,696        | \$67,715     | \$69,061     | \$70,366                                      |
| 6   | \$66,073  | \$67,413     | \$68,758        | \$70,807     | \$72,165     | \$73,471                                      |
| 7   | \$70,003  | \$71,637     | \$73,271        | \$75,380     | \$76,764     | \$78,078                                      |
| 8   | \$73,989  | \$75,903     | \$77,820        | \$79,992     | \$81,371     | \$82,695                                      |
| 9   | \$78,269  | \$80,483     | \$82,699        | \$84,916     | \$86,317     | \$87,645                                      |
| 10  | \$84,442  | \$86,939     | \$89,434        | \$91,719     | \$93,123     | \$94,450                                      |
| 11  | \$88,459  | \$91,225     | \$93,989        | \$96,323     | \$97,720     | \$99,050                                      |
| 12  |           | \$92,290     | \$96,084        | \$98,449     | \$99,850     | \$100,292                                     |
| 13  |           |              | \$98,175        | \$99,839     | \$101,240    | \$102,641                                     |
| 14  |           |              |                 | \$100,613    | \$102,061    | \$103,503                                     |

## APPENDIX A2: PROFESSIONAL NURSES SALARY SCALE

| 2022-<br>2023 2.25<br>% COLA<br>Step/Lane | BA       | BA+30    | BA+50/MA  | MA+30     | MA+50     | MA+70/DM<br>A/<br>CAGS/PHD<br>/Ed.S |
|---|----------|----------|-----------|-----------|-----------|-------------------------------------|
| 1   | \$51,721 | \$54,613 | \$55,955  | \$57,865  | \$59,220  | \$60,538                            |
| 2   | \$55,498 | \$56,839 | \$58,177  | \$60,120  | \$61,467  | \$62,786                            |
| 3   | \$58,599 | \$59,956 | \$61,315  | \$63,308  | \$64,672  | \$65,992                            |
| 4   | \$61,183 | \$62,538 | \$63,893  | \$65,915  | \$67,284  | \$68,605                            |
| 5   | \$64,430 | \$65,801 | \$67,174  | \$69,239  | \$70,615  | \$71,949                            |
| 6   | \$67,560 | \$68,930 | \$70,305  | \$72,400  | \$73,789  | \$75,124                            |
| 7   | \$71,578 | \$73,249 | \$74,920  | \$77,076  | \$78,491  | \$79,835                            |
| 8   | \$75,654 | \$77,611 | \$79,571  | \$81,792  | \$83,202  | \$84,556                            |
| 9   | \$80,030 | \$82,294 | \$84,560  | \$86,827  | \$88,259  | \$89,617                            |
| 10  | \$86,342 | \$88,895 | \$91,446  | \$93,783  | \$95,218  | \$96,575                            |
| 11  | \$90,449 | \$93,278 | \$96,104  | \$98,490  | \$99,919  | \$101,279                           |
| 12  |          | \$94,367 | \$98,246  | \$100,664 | \$102,097 | \$102,549                           |
| 13  |          |          | \$100,384 | \$102,085 | \$103,518 | \$104,950                           |
| 14  |          |          |           | \$102,877 | \$104,357 | \$105,832                           |

### APPENDIX A3: PROFESSIONAL NURSES4 SALARY SCALE

| 2023-<br>2024 2.25<br>% COLA<br>Step/Lane | BA       | BA+30    | BA+50/MA  | MA+30     | MA+50     | MA+70/DM<br>A/<br>CAGS/PHD<br>/Ed.S |
|---|----------|----------|-----------|-----------|-----------|-------------------------------------|
| 1   | \$52,885 | \$55,842 | \$57,214  | \$59,167  | \$60,552  | \$61,900                            |
| 2   | \$56,747 | \$58,118 | \$59,486  | \$61,473  | \$62,850  | \$64,199                            |
| 3   | \$59,917 | \$61,305 | \$62,695  | \$64,732  | \$66,127  | \$67,477                            |
| 4   | \$62,560 | \$63,945 | \$65,331  | \$67,398  | \$68,798  | \$70,149                            |
| 5   | \$65,880 | \$67,282 | \$68,685  | \$70,797  | \$72,204  | \$73,568                            |
| 6   | \$69,080 | \$70,481 | \$71,887  | \$74,029  | \$75,449  | \$76,814                            |
| 7   | \$73,189 | \$74,897 | \$76,606  | \$78,810  | \$80,257  | \$81,631                            |
| 8   | \$77,356 | \$79,357 | \$81,361  | \$83,632  | \$85,074  | \$86,459                            |
| 9   | \$81,831 | \$84,146 | \$86,463  | \$88,781  | \$90,245  | \$91,633                            |
| 10  | \$88,285 | \$90,895 | \$93,504  | \$95,893  | \$97,360  | \$98,748                            |
| 11  | \$92,484 | \$95,377 | \$98,266  | \$100,706 | \$102,167 | \$103,558                           |
| 12  |          | \$96,490 | \$100,457 | \$102,929 | \$104,394 | \$104,856                           |
| 13  |          |          | \$102,643 | \$104,382 | \$105,847 | \$107,311                           |
| 14  |          |          |           | \$105,192 | \$106,705 | \$108,213                           |

**APPENDIX A (4)**  
**Explanatory Notes:**

A-1 Effective 7/1/2021 the current nurses' scale will be increased by 2.5% and replaced by the scale in Appendix A1. The stipend of the Nurse Coordinator is \$5,173 and the Nurse Coordinator will be placed on the Category 1 MS Curriculum/Coordinator/Team Leader stipend grid.

A-2 Effective 7/1/2022 the salary scales will be increased by 2.25% (see Appendix A2).

A-3 Effective 7/1/2023 the salary scales will be increased by 2.25% (see Appendix A3).

A-6

|         | 12 YEARS | 15 YEARS | 20 YEARS | 25 YEARS |
|---------|----------|----------|----------|----------|
| Current | 1200     | 1700     | 2200     | 3000     |
| FY22    | 1300     | 1800     | 2300     | 3100     |
| FY23    | 1400     | 1900     | 2400     | 3200     |
| FY24    | 1500     | 2000     | 2500     | 3300     |

A-7 The Committee may, upon recommendation of the Superintendent, withhold a salary increment or freeze a salary at maximum for "cause" following proper notification. "Cause", without limiting the meaning, shall be as defined in Article 16.A-11 A nurse who obtains National School Nurse Certification as a master's degree may move laterally on the Master's scale only at the beginning of a school year or as of the paycheck closest to February 1, and only if they have advised the Superintendent in writing of their intention to move prior to October 15 of the prior school year. Before September 15 of each school year the Superintendent shall issue an appropriate notice of this requirement to each nurse on a form for the nurse's response. No nurse shall be denied lateral movement because of delay in the forwarding of records from the institution(s) where the course work was taken.



A-12 In recognition that nurses who contribute their time to chaperone dances incur personal expenses, said nurses shall be compensated for such in the amount of \$10.

A-13 Nurses will have the following options available:  
Direct deposit of paychecks.

A14 Non-licensed nurses will be paid at Step 0-1 of the BA scale during their waiver period and upon obtaining licensure will be placed in accord with their experience and qualifications.

# Appendix B-1

## APPENDIX B-1 SCHOOL NURSE – JOB DESCRIPTION

The School nurse assumes responsibility for appropriate assessment, planning, intervention, evaluation, management, and/or referral activities; serves as direct link between physicians, families and community agencies to assure access and continuity of health care for students, provides relevant instruction, counseling, and guidance to students, parents, staff, and others concerning health-related issues.

### DESCRIPTION OF FUNCTIONS BASED ON STANDARD OF SCHOOL NURSING PRACTICE

#### School Nurse:

1. Establishes and maintains a comprehensive School Health program.
2. Collects information about the health and developmental status of the student in a systematic and continuous manner.
3. Uses data collected about the health and developmental status of the student to determine a nursing diagnosis.
4. Develops a nursing care plan with specific goals and interventions delineating school nursing actions unique to students' needs.
5. Intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and effect rehabilitation.
6. Assesses student responses to nursing actions in order to revise the database, nursing diagnosis, and nursing care plan and to determine progress made toward goal achievement.
7. Collaborates with other professionals in planning to assure quality of health care provided to students.
8. Assist students, families, and school personnel to achieve optimal levels of wellness through health education.
9. Assumes responsibility for continuing education and professional development and contributes to the professional growth of others.
10. Participates with others in assessing, planning, implementing, and evaluating school health services that include primary, secondary, and tertiary prevention.
11. The employee informs the Director of Public Health of progress, and of unusual problems or circumstances, which may adversely impact health of students, parents, staff and others within the school community at large.

#### Qualifications:

Current School Nurses shall have the following qualifications:

1. Bachelor's degree in Nursing from an accredited institution of higher learning.
2. Valid and current Massachusetts registered nurse license.
3. Massachusetts School Health Nurse licensure in compliance with 603 CMR 7.11.
4. Valid and current certification in CPR and first aid.
5. Valid and current Motor Vehicle Driver's License.

In addition to the above qualifications, candidates for new hire who are not licensed as a School Nurse under Massachusetts Department of Education (DOE) regulations must possess the following qualifications:

1. Eligibility for said DOE School Nurse license
2. A minimum of two full years of employment as a Registered Nurse in a child health, community health, or other relevant clinical nursing setting

All School Nurses who are hired on a provisional basis must obtain said DOE School Nurse license within twenty four (24) months of provisional hiring.

## **APPENDIX B-2**

### **APPENDIX B-2 SCHOOL NURSE LEADER – JOB DESCRIPTION**

**QUALIFICATIONS:** Current registration to practice professional nursing in Massachusetts  
Bachelor of Science Degree in Nursing  
Massachusetts Department of Elementary and Secondary Education Certified  
Minimum of five years school nursing experience  
Nursing leadership/administration experience required

**REPORTS TO:** Director of Public Health

**RESPONSIBILITIES:**

- Assume leadership of the school nursing staff and coordinate the school health program that serves students and staff in four public school locations.
- Develop program goals and objectives in relation to the comprehensive school health program.
- Establish and maintain the close working relationship needed with the Massachusetts Department of Health, School Health Unit.
- Organize and direct all mandated vision, hearing, and scoliosis screening programs.
- Coordinate the preparation of statistical information to meet state reporting requirements.
- Assist in the hiring of new school nurses.
- Provide orientation program for new school nurses.
- Interview, hire and orient substitute school nurses.
- Employ substitute school nurses as necessary for nursing coverage.
- Assign, supervise, and evaluate nursing personnel in collaboration with school principals.
- Participate in clinical observations and performance evaluations of school nurses.
- Maintain department budget and order all supplies, equipment, and services.
- Coordinate the revision, development and implementation of policies, procedures and school record software to meet current medical/nursing standards in the school health workplace.
- Formulate and direct all evidence based practice and any associated research
- Attend meetings within the system which require nursing representation, and whenever appropriate, attend professional meetings on the local, state, and national level.
- Serve on the School Wellness Committee, representing Bedford Public Schools as well as additional system wide Task Forces.
- Serve on committees where nursing presence is needed within the school system.
- Coordinate consultation services with the School Physician.
- The nurse shall spend one day per week in supervision, policy development and evaluation. The nurse leader shall receive an annual stipend of \$3,080.

## **APPENDIX C-1**

### **The Family and Medical Leave Act of 1993**

To be eligible for FMLA benefits, an employee must:

1. work for a covered employer;
2. have worked for the employer for a total of at least 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and
4. work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

#### Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently -- which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or,
- nurse practitioners and nurse-mid-wives authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

#### Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

**APPENDIX C-2**  
**Chapter 149, Section 105D**

Maternity Leave Rights and Benefits

A female employee who has completed the initial probationary period set by the terms of her employment, or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employee so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or

company policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

For the purposes of this section, an employer shall be defined as in subsection 5 of section one of chapter one hundred and fifty-one B. Added by St. 1972, c. 790, s. 1; St. 1984, c. 423; st. 1989, c. 318.



## APPENDIX D

### Supervision and Evaluation

#### 1. General Principles:

This contract language is locally negotiated and based on M.G.L., c71, § 38; M.G.L. c.150E; and the Nurse Evaluation regulations, 603 CMR 35.00 et seq.

- a. The regulatory purposes of evaluation are:
  - 1. To promote student learning, growth, and achievement by providing Nurses with feedback for improvement enhanced opportunities for professional growth, and clear structures for accountability.
  - 2. To provide a record of facts and assessments for personnel decisions.
- b. The Bedford Public School purposes of evaluation are to support and promote nurse excellence and improvement through collaboration, mentoring, and professional development.
- c. All monitoring or observation of the work performance will be conducted openly.
- d. Supervisory assignments are defined as follows:

| SUPERVISORY ASSIGNMENTS |            | Supervisor  |
|-------------------------|------------|-------------|
|                         | Evaluator  |             |
| Nurses                  | Lead Nurse | B Principal |

e. Members of the bargaining unit will be informed in writing by October 1 of a school year of the identity of their supervisor(s) and evaluator(s) for that year, provided that the Committee or its designees shall have the right to change said supervisor(s) and/or evaluator(s) with prior notice. If only one supervision cycle is deemed necessary, then the designated Supervisor will evaluate the professional status faculty member. Program Administrators, Program Director, and Nursing Assistant principals will be supervised and/or evaluated for nursing by the B1 personnel or Principal assigned to their respective departments. The Superintendent/designee may participate in the supervision and/or evaluation of any member of the bargaining unit.

## 2. Definitions

- a. Artifacts of Professional Practice: Nurse developed work, products which may include photography, videotaping or audio taping and student work samples that demonstrate the Nurse's knowledge and skills with respect to specific performance standards.
- b. Caseload Nurse: Nurses who teach or counsel individual or small groups of students through consultation with the regular school nurse, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education nurses.
- c. School Nurse: Nurses who teach preK-12 whole classes, and nurses of special subjects as such as art, music, library, and physical education. May also include special education nurses and reading specialists who teach whole classes.
- d. Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Nursing Practice.

### District-Determined Measures:

- e. Nurse(s): Inclusive term that applies to all school nurses unless otherwise noted.
- f. Nurse Plan: The growth or improvement actions identified as part of each Nurse's evaluation. The type of plan is determined by the Nurse's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Nurse Plans:
  - 1. Developing Nurse Plan shall mean a plan developed by the Nurse and the Evaluator for one school year or less for a Nurse without Professional Nurse Status (PTS) or for a Nurse with Professional Nurse Status who has been assigned a position which requires the use of a different nurse license and in a different school building. The nurse shall be evaluated at least annually.
  - 2. 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.
    - a. For nurses whose impact on student learning is either moderate or high, the Nurse Plan may be for up to two years.
    - b. For Nurses whose impact on student learning is low, the Nurse plan shall be for one year. The Plan shall include a goal related

to examining elements of practice that may be contributing to low impact.

3. 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. There shall be a summative evaluation at the end of the period determined by the plan and if the nurse does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan.

4. 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 not less than 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.

- h. DESE: The Massachusetts Department of Elementary and Secondary Education.
- i. Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- j. Evaluator: Any non-Unit A building administrator who is appropriately licensed and designated by the superintendent who has 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 Evaluator at any one time responsible for determining performance ratings. A list of evaluators and the nurses to whom they are assigned to evaluate each school year will be included in the opening day material.
- k. Primary Evaluator: shall be the Building Principal who determines the Nurse's performance ratings and evaluation.
- l. Supervising Evaluator: may be the Program Administrator, Assistant Principal, Assistant Special Education Director, or Special Education Director. The Supervising Evaluator shall be the person responsible for supervising the Nurse's progress through formative assessments, evaluating the Nurse's progress toward attaining the Nurse Plan goals, and making recommendation about the evaluation ratings to the primary

- Evaluator at the end of the Nurse Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
- m. Nursing Staff Assigned to More Than One Building: Each Nurse who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Nurse serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the evaluator will be.
  - n. Notification: The Nurse shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Nurse.
  - o. Evaluation Cycle: A five-component process that all Nurses follow consisting of 1) Self-Assessment; 2) Goal-setting and Nurse Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  - p. Experience: An nurse with Professional Nurse Status (PTS)
  - q. Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
  - r. Formative Assessment: The process used to assess progress towards attaining goals set forth in Nurse 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.
  - s. Formative Evaluation: An evaluation conducted at the end of Year 1 for a Nurse on a 2-year Self Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Nurse Plan, performance on Standards and Indicators of Effective Nursing Practice, or both.
  - t. Goal: A specific, actionable, and measurable area of improvement as set forth in a Nurse's plan. A goal may pertain to any or all of the following: Nurse Practice in relation to Performance Standards, Nurse practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Nurses, by the Evaluator, or by a team of nurses, departments, or other

groups of Nurses who have the same role. Team goals can be developed by grade level or subject area teams.

- u. Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- v. Multiple Measures of Student Learning: Measures must include a combination of school, 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 DESE guidance.
- w. Observation: A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more school or worksite visits(s) of at least five (5) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Nurse.

School or worksite observations conducted pursuant to this article must result in feedback to the Nurse using the agreed upon protocols.

- x. Parties: The Association and the Committee are the parties to this agreement.
- y. Performance Rating: Describes the Nurse's performance on each performance standard, and the overall evaluation. There shall be four performance ratings:
  - Exemplary: the Nurse's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation.
  - Proficient: the Nurse's performance fully and consistently meets the requirements of standard, or the overall evaluation.
  - Needs Improvement: the Nurse's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Nurse's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Nurse's performance is

consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

- z. **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

aa. **Professional Nurse Status:** PTS is the status granted to a Nurse pursuant to M.G.L. c. 71, § 41.

bb. **Rating of Nurse Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth and achievement.

cc. **Rating of Overall Nurse Performance:** The Nurse's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Nurse's performance against the four Performance Standards and the Nurse's attainment of goals set forth in the Nurse Plan, as follows:

- Standard 1: Curriculum, Planning and Assessment
- Standard 2: Nursing All Students
- Standard 3: Family and Community Engagement
- Standard 4: Professional Culture
- Attainment of Professional Practice Goal(s)
- Attainment of Student Learning Goal(s)

dd. **Rubric:** In rating nurses on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the nurse's practice at the four levels of performance. The rubric consists of:

- **Standards and Indicators of Effective Nursing Practice:** Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- **Descriptors:** define the individual elements of each of the indicators under the standards.
- **Benchmarks:** describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

ee. **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards.

The nurse shall provide such information before October 15th in the form of self-assessment, to the evaluator at the point of goal setting and plan development. Evaluators shall use evidence of nurse performance and impact

on student learning, growth and achievement to set the goal with the nurse, based on the nurse's self-assessment and other sources that the evaluator shares with the nurse.

ff. Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Nurse's performance against Performance Standards and the Nurse's attainment of goals set forth in the Nurse's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, a nurse shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Nursing all Students standards for nurses. Evaluations used to determine the nurse's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

gg. 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.

hh. Nurse: A Nurse employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Nurses may include, for example, school nurses, librarians, guidance counselors, or school nurses.

ii. Trends in Student Learning: At least three (3) years of data from the locally bargained 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:

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

(1) Multiple measures of student learning, growth, and achievement, which shall include:

- Measures of student progress on school assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
- Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) and locally bargained measures of student learning comparable across grade or subject district-wide.

- 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 Nurse Plan.
- For Nurses whose primary role is not as a school nurse, the appropriate measures of the Nurse's contribution to student learning, growth, and achievement shall be locally bargained. The measures shall be based on the Nurse's role and responsibility.

(2) Observations and artifacts of practice including:

- Unannounced observations of practice
- Announced observations of practice
- Examination of Nurse work products
- Examination of student work products

(3) Evidence relevant to one or more Performance Standards, including but not limited to:

- Evidence compiled and presented by the Nurse, including:
- Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Nurse Plans, contributions to the school community and professional culture.
  - Evidence of outreach to and engagement with families
  - Student feedback collected by the district, starting in the 2013-14 school year. On or before July 1, 2013, DESE shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality and analyzing student feedback. The parties agree to bargain the protocols for collecting and analyzing student feedback.

#### 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. Those rubrics are attached to this agreement as Appendix G.

#### 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 DESE.



- b. Before October 15, 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 October 15 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 (3) months of the date of hire. The superintendent shall work with the Association and the joint labor management committee to determine the most effective means to provide this training.
  - c. There will be an orientation to the new evaluation system for new employees each year.
6. Evaluation Cycle: Annual Orientation
- a. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Nurses and Evaluators focused substantially on nurse evaluation. The superintendent, principal or designee shall:
    - 1) Provide an overview of the evaluation process, including goal setting and the nurse plans.
    - 2) Provide all Nurses with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
    - 3) The faculty meeting may be digitally recorded to facilitate orientation of Nurses hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.
    - 4) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
7. Evaluation Cycle: Self-Assessment
- A. Completing the Self-Assessment
    - 1) The evaluation cycle begins with the Nurse completing and submitting to the Primary or Supervising Evaluator a self-assessment before October 15 or within four (4) weeks of the start of his/her employment at the school.
    - 2) The self-assessment includes:
      - An analysis of evidence of student learning, growth and achievement for students under the Nurse's responsibility.
      - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
      - Proposed goals to pursue:

- At least one (1) goal directly related to improving the Nurse's own professional practice.
- At least one (1) goal directed related to improving student learning.

B. Proposing the goals

- (1) Nurses must consider goals for grade-level, subject-area, department teams, or other groups of Nurses who share responsibility for student learning and results, except as provided in (2) below. Nurses may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- (2) For Nurses in their first year of practice, the Evaluator or his/her designee will meet with each Nurse by October 15th (or within four (4) 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.
- (3) Unless the Evaluator indicates that an Nurse in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Nurse may propose team goals.
- (4) 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.
- (5) 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 as directed by the primary administrator. In addition, the goals may address shared grade level or subject area team goals.

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

- a. Every Nurse has a Nurse Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Nurse must take to attain the goals established in the Plan and benchmarks to assess progress.

- b. To determine the goals to be included in the Nurse 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 DESE issues guidance on this matter. See 16-20, below.
- c. Evaluators and Nurses shall consider team goals. The evaluator retains authority over goals to be included in a nurse's plan.
- d. Nurse Plan Development Meetings shall be conducted as follows:
  - (1) Nurses in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Nurse Plan. Nurses shall not be expected to meet during the summer hiatus.
  - (2) For those Nurses new to the school, the meeting with the Evaluator to establish the Nurse Plan must occur by October 15th or within four (4) weeks of the start of their assignment in that school if hired after the start of the school year.
  - (3) 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.
  - (4) For nurses with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition these nurses may include professional practice goals that address enhancing skills that enable the nurse to share proficient practices with colleagues or develop leadership skills.
- e. The Evaluator completes the Nurse Plan by October 15th. The Nurse shall sign the Nurse Plan within five (5) school days of its receipt and may include a written response. The Nurse's signature indicates that the Nurse received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Nurse's Plan.

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

- a. In the first two years of practice:

(1) The Nurse shall have at least two (2) announced observations during the school year, one before January 1st and one after January 1st, using the protocol described in section 16-11e, below.

(2) The Nurse shall have a minimums of three (3) total unannounced observations at least one per the first three terms, during the school year.

b. In the third year of practice:

(1) The Nurse shall have at least one (1) announced observation during the school year using the protocol described in section 16-11e, below.

(2) The Nurse shall have a minimums of three (3) total unannounced observations at least one per the first three terms, during the school year.

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

- a. The Nurse whose overall rating is proficient or exemplary will have at least one (1) unannounced observation during the evaluation cycle.
- b. The Nurse whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan which will be developed by the Evaluator with input from the Nurse during the period of the Plan which will include at least two (2) announced observations, one (1) of which will take place in the first half of the year. The Nurse shall have at least four (4) unannounced observations, at least one (1) per marking period.
- c. The Nurse whose overall rating is unsatisfactory must be observed according to the Improvement Plan which will be developed by the Evaluator and which must include both unannounced and announced observations. Though the specifics of the plan will be included within the plan, the Nurse should expect at least one (1) announced and two (2) unannounced observations per month.
- d. Professional Status Nurses will be required to submit the following evidence: artifacts related to their goals, artifacts related to areas of concern noted by the evaluators, and artifacts related to discrepancies between the evaluator and evaluatee.

11. Observations

- a. Observations required by the Nurse Plan should be completed by the dates indicated in the chart in section 16-20.
- b. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

- c. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called “walkthroughs”) are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple schools, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction and are used to talk about observed patterns and trends across schools. The Nurse will expect to get feedback from the Evaluator if the Evaluator observed anything of concern.
- d. Unannounced Observations: All unannounced observations shall be conducted according to the following:
  - 1) The evaluator shall observe the nurse typically between five (5) and fifteen (15) minutes.
  - 2) The Nurse will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written targeted and specific feedback shall be delivered to the Nurse in person, placed in the Nurse’s mailbox or sent via email. If either the Nurse or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days. The Nurse will always have the opportunity to write a response to an observation.
  - 3) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least thirty (30) minutes in duration within twenty (20) school days. The nurse shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
- e. Announced Observations
  - 4) All non PTS on Developing Nurse Plans will have announced observations.
  - 5) The Evaluator and Nurse shall select the date and time of the lesson or activity to be observed and discuss with the Nurse any specific goal(s) for the observation. The observation shall be at least thirty minutes in duration.
  - 6) Within five (5) school days of the scheduled observation, the Evaluator and Nurse shall meet for a pre-observation conference.

The Nurse shall inform the Evaluator as to the content of the lesson, student conference, IEP plan or activity.

- 7) 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.
- 8) Within five (5) school days of the receipt of the observation, the Evaluator and Nurse shall meet for a post-observation conference. This time frame may be extended due to unavailability on the part of either the Evaluator or the Nurse, but shall be rescheduled within twenty-four (24) hours if possible.
- 9) The Evaluator shall provide the Nurse with written feedback within ten (10) school days of the post conference. For any standard where the Nurse's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - Describe the basis for the Evaluator's judgment.
  - Describe actions the Nurse should take to improve his/her performance.
  - Identify support and/or resources the Nurse may use in his/her improvement.
  - State that the Nurse is responsible for addressing the need for improvement.
- 10) The Nurse may request a meeting to discuss the written feedback or may opt to just sign the observation feedback.
- 11) The Nurse may request an additional observation or observer.
12. Evaluation Cycle: Formative Assessment
  - a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Nurses with feedback for improvement. Evaluators are expected to 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 Nursing 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 an 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 16-17, 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 Nurse Plan, performance on Performance Standards and overall, or both.
- d. Before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Nurse and the Evaluator, 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 an electronic or hard copy to the Nurse. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, delivered to the Nurse's school mailbox, or delivered electronically.
- g. The Nurse shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Nurse received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- h. The Nurse may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Nurse's reply shall be attached to the report.

13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- a. Nurses on two (2) year Self-Directed Growth Nurse Plans receive a Formative Evaluation report no later than June 1 of the two (2) year cycle. The Nurse's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Nurse on a different Nurse plan, appropriate to the new rating.

- b. The Formative Evaluation report provides written feedback and ratings to the Nurse about his/her progress towards attaining the goals set forth in the Nurse Plan, performance on each performance standard and overall, or both.
- c. No later than May 15th, 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 or by delivery to the nurse's school or electronic mailbox. Upon the request of either the Evaluator or the Nurse, the Evaluator and the Nurse will meet either before and/or after completion of the Formative Evaluation Report.
- e. The Nurse may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The Nurse's reply shall be attached to the report.
- f. The nurse shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Nurse received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

14. Evaluation Cycle: Summative Evaluation

- a. The evaluation cycle concludes with a summative evaluation report. For Nurses on a one year Nurse Plan, the summative report must be written and provided to the nurse by April 15. For nurses on a two year Nurse Plan, the summative report must be written and provided to the nurse by June 1.
- b. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Nurse Plan goals.
- c. The evaluator shall determine the summative rating that the Nurse receives. 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.



- d. 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.
- e. To be rated proficient overall, the Nurse shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Nursing All Students Standards of Effective Nursing Practice.
- f. No later than April 1st, the Nurse on a one-year plan 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. For the Nurse on a two-year plan, this deadline is May 1st.
- g. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- h. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Nurse face to face, to the Nurse's School mailbox, or electronically no later than April 15th for Nurses on one-year plans, and June 1st for Nurses on Two-Year Plans.
- i. The Evaluator shall meet with the Nurse rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- j. The Evaluator shall 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 1st.
- k. Upon mutual agreement, the Nurse and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
- l. The Nurse shall sign the final Summative Evaluation report within five (5) days of receipt of the report. The signature indicates that the Nurse received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- m. The Nurse shall have the right to respond in writing to the Summative Evaluation which shall become part of the final Summative Evaluation report.
- n. A copy of the signed final Summative Evaluation report shall be filed in the Nurse's personnel file.

15. Nurse Plans – General

- a. Nurse Plans shall be designed to provide Nurses with feedback for improvement, professional growth, and leadership; and to ensure Nurse effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- b. The Nurse Plan shall include, but is not limited to:
  - 1) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - 2) At least one (1) goal for the improvement the learning, growth and achievement of the students under the Nurse's responsibility;
  - 3) An outline of actions the Nurse must take to attain the goals that 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.
  - 4) It is the Nurse's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Nurse Plan.

16. Nurse Plans: Developing Nurse Plan

The developing Nurse Plan is for all Nurses with PTS. The Nurse shall be evaluated at least annually.

17. Nurse Plans: Self-Directed Growth Plan

- a. The Nurse whose overall rating is proficient or exemplary will have at least one (1) unannounced observation during the evaluation cycle.
- b. A Two-year Self-Directed Growth Plan is for those Nurses with PTS who have an overall rating of proficient or exemplary, and, after integration of the Student Impact Rating, whose impact on student learning is moderate or high, when available. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- c. A One-year Self-Directed Growth Plan is for those Nurses with PTS who have an overall rating of proficient or exemplary, and after integration of the Student Impact Rating, whose impact on student learning is low,

when available. In this case, the Evaluator and Nurse shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Nurse Plans: Directed Growth Plan

- a. The Nurse whose overall rating is needs improvement must be observed according to the Directed Growth Plan. The plan will include at least two (2) announced observations, one (1) before January 1st, and at least three (3) unannounced observations, at least one (1) per the first three terms.
- 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 April 15th.
- d. For a Nurse on a Directed Growth Plan whose overall summative 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 summative performance rating is not at least proficient, the Evaluator will rate the Nurse as unsatisfactory and will place the Nurse on an Improvement Plan for the next Evaluation Cycle.

19. Nurse Plans: Improvement Plan

- a. An Improvement Plan is for those Nurses with PTS whose overall rating is unsatisfactory.
- b. The Nurse whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observation. The Nurse will have at least three (3) total unannounced observations, at least one (1) per the first three marking periods. The Nurse will have at least two (2) announced observations. For Improvement Plans of six (6) months or fewer, there must be no less than one (1) announced and two (2) unannounced observations though the specifics of the plan will be included within the plan, the Nurse should expect at least one (1) announced and two (2) unannounced observations per month.
- c. 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 of no fewer than thirty (30) school days and no more than one (1)

- school year. 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 an Evaluator (see definitions in section 16-02). The Evaluator is responsible for providing the Nurse with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
  - 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:
    - Within ten (10) 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 of specific assistance to the Nurse.
    - The Nurse may request that a representative of the Association attend the meeting(s).
    - If the Nurse consents, the Association will be informed that a Nurse has been placed on an Improvement Plan.
  - g. The Improvement Plan shall:
    - Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
    - Describe the activities and work products the Nurse must complete as a means of improving performance;
    - Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Nurse;
    - Articulate the measurable outcomes that will be accepted as evidence of improvement;
    - 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);
    - Identify the individuals assigned to assist the Nurse which must include minimally the Supervising Evaluator; and,
    - Include the signatures of the Nurse and 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:

- All determinations below must be made no later than April 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
  - a. 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.
  - b. If the Evaluator determines that the Nurse is making substantial progress toward proficiency, the Evaluator shall place the Nurse on a Directed Growth Plan.
  - c. 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.
  - d. 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.

20. Deadlines for Evaluation Plans

When a deadline falls on a non-school day, the deadline shifts to the first school day after the original deadline.

For nurses who begin the school year after the first day of school or for nurses who have been absent for extended periods of time, upon written notice to the nurse and the BEA President, the evaluator, in consultation with the nurse, may reasonable revise the deadlines to provide sufficient time for the evaluation to take place.

| Completed By:      | Activities:  |
|--------------------|--|
| By 1st Student Day | <ul style="list-style-type: none"> <li>○ Overview of Evaluation Process</li> <li>• Superintendent, principal or designee meets with new evaluators and nurses to explain evaluation process.</li> <li>• Nurses on One-Year Plans can submit evidence of parent outreach, professional growth, progress on goals, and/or any other standards/indicators at any time during the cycle until April 1st.</li> <li>• Nurses on Two-Year Plans can submit evidence of parent outreach, professional growth, progress on</li> </ul> |

|               |  |
|---------------|--|
|               | goals, and/or any other standards/indicators at any time during the cycle until May 15th of the second year of the cycle.  |
| By October 15 | <p>II. Self-Reflection and Self-Assessment Form and Goal Setting/Plan of Action Form</p> <ul style="list-style-type: none"> <li>• Evaluator may establish reasonable timelines for Nurses to complete the steps listed in this section (II).</li> <li>• Evaluator meets with Nurse to assist in self-assessment and goal setting process.</li> <li>• Nurses in One-Year plans and Nurses in first year of Two-Year Plans: Nurse submits the Self-Reflection and Self-Assessment Report and proposes goals for the Goal Setting/Plan of Action Form.</li> <li>• Nurses in second year of Two-Year Plans: Nurse submits revised Goal Setting/Plan of Action Form if needed.</li> <li>• Evaluator meets with Nurses in teams or individually to complete the Goal Setting/Plan of Action Form (Nurse Plan may be established at the Summative Evaluation Report meeting in prior school year).</li> <li>• Evaluators and Nurses sign the Goal Setting/Plan of Action Form.</li> </ul> |
| By January 15 | <p>III. One -Year Plans: Observations and Collection of Evidence and One-Year Formative Assessment Reports</p> <ul style="list-style-type: none"> <li>• Evaluator completes at least two (2) unannounced observations.</li> <li>• Evaluator completes at least one (1) announced observation.</li> <li>• Evaluator completes One-Year Formative Assessment Reports for Nurses on One Year Plans.</li> <li>• Evaluator notifies Nurse about any needs for evidence of indicators or concerns regarding goals in the One-Year Formative Assessment Report.</li> <li>• Evaluator will share the Formative Assessment Report no later than January 15. Evaluator conducts Formative Assessment meeting prior to or no later than 5 school days after January 15.</li> </ul>  |

|   |  |
|---|--|
|   | <ul style="list-style-type: none"> <li>• After Formative Assessment Meeting or Formative Assessment Report, whichever is later, the nurse has five school days in which to sign the One-Year Formative Assessment Report and add response if any.</li> <li>• Nurse can request assistance in gathering evidence.</li> </ul>  |
| Any time during the 2-year evaluation cycle | <p>IV. Two-Year Plans: Observations and Collection of Evidence</p> <ul style="list-style-type: none"> <li>• Evaluator completes at least one (1) unannounced observation.</li> <li>• Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired).</li> </ul>   |
| By April 1                                  | <p>V. One-Year Plans: Submitting Evidence</p> <p>Nurses on One-Year Plans can submit evidence of parent outreach, professional growth, progress on goals, and/or any other standards/indicators as indicated in the One-Year Formative Assessment Report at any time during the cycle until April 1st.</p>   |
| By April 15                                 | <p>VI. One -Year Plans: Summative Evaluation Reports</p> <p>Evaluator completes at least one (1) unannounced observation.</p> <ul style="list-style-type: none"> <li>• Evaluator completes at least one (1) announced observation.</li> <li>• Evaluator completes Summative Evaluation Report.</li> <li>• Evaluator holds Summative Evaluation Meetings and shares Summative Evaluation Report.</li> <li>• The Nurse has five (5) school days after April 15th in which to sign the Summative Evaluation Report and add response, if any.</li> </ul> |
| By May 15                                   | <p>VII. Two-Year Plans: Submitting Evidence</p> <ul style="list-style-type: none"> <li>• • Nurses on Two-Year Plans can submit evidence of parent outreach, professional growth, progress on goals, and/or any other standards/indicators at any time during the cycle until May 15th of the second year of the cycle.</li> </ul>  |

|           |  |
|-----------|--|
| By June 1 | <p>VIII. Two-Year Plans: Two-Year Formative Evaluation Reports and Summative Evaluation Reports</p> <ul style="list-style-type: none"> <li>• Evaluator conducts the Formative Evaluation Meeting and completes the PST Formative Evaluation Report (for nurses in Year 1 of 2).</li> <li>• Evaluator notifies Nurse about any needs for evidence of indicators or concerns regarding goals in the PST Formative Evaluation Report.</li> <li>• Nurse can request assistance in gathering evidence.</li> <li>• Evaluator conducts the Summative Evaluation Meeting and completes the Summative Evaluation Report (for nurses in Year 2 of 2).</li> <li>• The Nurse has five (5) school days after June 1st in which to sign the Summative Evaluation Report and add response, if any.</li> </ul> |
|-----------|--|

## 21. Nurses on Improvement Plans

The timeline for Nurses on plans of less than one (1) year will be established in the Nurse Plan

## 22. Using Student feedback in Nurse Evaluation

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

Nurses will include questions about high expectations, timely and useful feedback, safe learning environments, engagement, and higher order thinking in student feedback instruments that they will otherwise have the autonomy to develop. Nurses will refer to student feedback in their self-assessment and/or goals, but will not be required to share this feedback directly with Evaluators.

## 23. Using Staff feedback in the Nurse Evaluation

DESE 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. General Provisions

- a. 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.
- b. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective nursing practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- c. 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.
- d. Violations of this article are subject to the grievance and arbitration procedures.

# SN RUBRIC

## SN Rubric

**Standard 1: Curriculum Planning and Assessment.** Promotes the learning and growth of all students by providing high quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis and continuously refining learning objectives.

| Indicator 1-A Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for supporting consisting of well-structured lessons and/or individual support with measurable outcomes |  |   |  |   |
|---|--|---|--|---|
| 1-A Elements  | Unsatisfactory   | Needs Improvement   | Proficient   | Exemplary   |
| 1-A-1.<br>Professional Knowledge  | Demonstrates limited medical knowledge and nursing techniques. Relies heavily on outdated practices as opposed to current practices based on research. | Demonstrates partial understanding of medical knowledge and nursing techniques.   | Demonstrates sound understanding of medical knowledge, nursing techniques,   | Demonstrates mastery of medical knowledge, nursing techniques,<br><br>Is able to model this element.  |
| 1-A-2.<br>Child and Adolescent Development  | Demonstrates little or no knowledge of child and adolescent development  | Demonstrates partial knowledge of child and adolescent development, but does not apply this knowledge when individualizing care to meet student health needs. | Demonstrates knowledge of the typical developmental characteristics of the age group as well as exceptions to the general patterns; understands the extent to which individual students follow the general patterns. | Demonstrates expert knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns; understands the extent to which individual students follow the general patterns. Is able to model this element. |

SN Rubric

| Indicator 1-A. Has a strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and design effective plans for support consisting of well-structured lessons and/or individual support with measurable outcomes. |  |  |  |  |
|---|--|--|--|--|
| 1-A Elements  | Unsatisfactory   | Needs Improvement  | Proficient   | Exemplary  |
| 1-A-3<br>Plan Development<br><br>(Individual Health Care Plans (IHCPs) and/or 504 plan)   | Seldom develops or periodically reviews plans relevant to the student. Including those for health care, reentry for students with medically and social emotional absences, decrease absenteeism, decrease frequency and/or duration of health office visits and increase time on learning. | Develops and periodically reviews some plans that may include some but not all plans pertinent to the individual student such as those for health care re-entry for students with medically and social-emotional absences, decrease absenteeism, decrease frequency and/or duration of health office visits and increase time on learning. | Develops and periodically reviews plans that are timely, including those for health care, reentry for students with medically and social-emotional absences, decrease absenteeism, decrease frequency and/or duration of health office visits and increase time on learning. | Develops and consistently reviews and coordinates plans that are timely and considers the student's characteristics or situation, including those for health care, reentry for students with medically and social-emotional absences, decrease absenteeism, decrease frequency and/or duration of health office visits and increase time spent on learning. Is able to model this element. |
| 1-A-4<br>Well structured lessons  | Rarely assists students, families and school staff and community to improve wellness through a systematic method of appropriately designed and delivered presentations/training of health/wellness issues.   | Sometimes assists students, families, school staff and community to achieve higher levels of wellness through a systematic method of appropriately designed and delivered presentations/training of health/wellness issues.  | Routinely assists students, families, school staff and community to achieve optimum levels of wellness through a systematic appropriately designed and delivered presentations/training of health/wellness issues.   | Routinely provides health education and counseling to for students, families, school staff and community to achieve optimum levels of wellness through a systematic method of culturally sensitive and appropriately designed and delivered presentations/training of health/wellness issues. Is able to model this element.   |

1 "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, Individualized Education Programs (IEPs), Individual Health Plans (IHCPs), Emergency Health Care Plans, and 504 plans.

SN Rubric

| Indicator 1-B. Assessment: uses a variety of informal and formal methods of assessment |  |   |   |  |
|--|--|---|---|--|
| 1-B Elements   | Unsatisfactory   | Needs Improvement   | Proficient  | Exemplary  |
| 1-B-1<br>Variety of assessment Methods   | Collects minimal data pertinent to the students' healthcare or situation.          | Collects some but not all data pertinent to the students' healthcare or situation   | Collects adequate school and individual data to promote and improve student learning, growth and development<br><br>substance use, home and family, safety assessments) in order to contribute to program planning and development. | Collects detailed and school and individual data to promote and improve student learning, growth and development (e.g., physical assessment substance use, home and family, safety assessments) in order to contribute to program planning and development. Is able to model this element. |
| 1-B-2.<br>Use of assessments   | Makes few adjustments to practice based on student/school health assessments data. | Occasionally organizes and reviews student/school health assessment data and systematically adjust nursing practice to promote and improve student learning, growth, and development. | Organizes and reviews student/school health assessment data and routinely and systematically adjust nursing practice to promote and improve student learning, growth, and development.  | Organizes and reviews student/school health assessment data and routinely and systematically adjust nursing practice to promote and improve student learning, growth and development. Is able to model and train others.   |

SN Rubric

Standard II: Teaching all Students

| Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work, engage all students, and are personalized to accommodate diverse learning styles, needs, interests and level of readiness. |  |   |   |   |
|--|--|---|---|---|
| II-A Elements  | Unsatisfactory   | Needs Improvement   | Proficient  | Exemplary   |
| II-A. Quality of Effort and work   | Does not protect the autonomy, dignity and rights of student and/or does not provide or plan opportunities to promote informed health decisions and disease prevention strategies for students based on the health needs assessment to enhance school performance. | May protect the autonomy, dignity, or rights of students and families but only provides or plans few opportunities to promote informed health decisions and disease prevention strategies for students based on the health needs assessment, to enhance school performance. | Consistently delivers care in a manner that preserves and protects the autonomy, dignity, and rights of students and their families; assesses the health needs of individual students or groups to promote informed health decision including health promotion and disease prevention strategies to enhance | Consistently delivers care in a manner that preserves and protects the autonomy, dignity, and rights of students and their families; assesses the health needs of individual students or groups to promote informed health decision including health promotion and disease prevention strategies to enhance school performance. Can model this element. |
| II-A-2 Self-Aware, Active and Independent Learners   | Rarely uses instructional and clinical practices that are likely to motivate and engage students in their health and health related behaviors.   | Occasionally uses instructional and clinical practices that are likely to motivate and engage students in their health and health related behaviors.  | Consistently uses instructional and clinical practices that are likely to motivate and engage students in their health and health related behaviors.  | Consistently uses instructional and clinical practices that are likely to motivate and engage students in their health and health related behaviors. Can model this element.  |
| II-A-3 Meeting Diverse Needs   | rarely adopts strategies to use health promotion and teaching methods appropriate to the situation and the students' values beliefs, healthy practices, developmental level, language preference, culture and socioeconomic status.                                | at times, adopts strategies to use health promotion and teaching methods appropriate to the situation and the students' values beliefs, healthy practices, developmental level, language preference, culture and socioeconomic status.                                      | Consistently uses strategies to use health promotion and teaching methods appropriate to the situation and the students' values beliefs, healthy practices, developmental level, language preference, culture and socioeconomic status.   | Consistently uses strategies to use health promotion and teaching methods appropriate to the situation and the students' values beliefs, healthy practices, developmental level, language preference, culture and socioeconomic status. Is able to model this element   |

# SN Rubric

**Indicator II-B. Learning Environment: Create and maintain a safe and collaborative learning environment that motivates students to take academic and/or personal risks, challenge themselves and claim ownership of their learning.**

| II-B Elements  | Unsatisfactory  | Needs Improvement  | Proficient   | Exemplary  |
|--|---|--|--|--|
| II-B-1<br>Safe and collaborative Learning Environment  | Maintains an atmosphere within the health office that is disorganized and does not support a safe, physical, emotional and/or the climate is not appropriate for addressing the health needs of students ensuring confidentiality.  | Inconsistently maintains and organizes an orderly atmosphere within the health office or instructional setting to create a safe physical, emotional and intellectual environment and/or does not maintain an appropriate climate addressing the health needs of students ensuring confidentiality. | Consistently maintains and organizes an orderly atmosphere within the health office or instructional setting to create a safe physical, emotional and intellectual environment; Creates and maintains an appropriate climate addressing the health needs of students ensuring confidentiality. | Consistently maintains and organizes an orderly atmosphere within the health office or instructional setting to create a safe physical, emotional and intellectual environment where students and/or families are comfortable asking questions contributing ideas, and playing an active role in addressing the health needs of students. Is able to model this element. |
| II-B-2<br>Cultural Proficiency and Respect for Differences relating to background, identity, strengths and challenges) | Rarely uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own differences; and rarely protects the students' autonomy, dignity rights, values, and beliefs when delivering care while recognizing cultural diversity. | Sometimes uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own differences; and sometimes protects the students' autonomy, dignity rights, values, and beliefs when delivering care while recognizing cultural diversity.              | Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own differences; and consistently protects the students' autonomy, dignity rights, values, and beliefs when delivering care while recognizing cultural diversity.    | Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own differences; and consistently protects the students' autonomy, dignity rights, values, and beliefs when delivering care while recognizing cultural diversity. Can model this element.  |

SN Rubric

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

| Indicator III- A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.           |   |   |  |   |
|---|---|---|--|---|
| III-A Elements  | Unsatisfactory  | Needs Improvement   | Proficient   | Exemplary   |
| 1-A-1.<br>Parent<br>Family<br>Engagement  | Makes limited attempts to involve families in supporting and caring for students with health related concerns.  | Makes some attempts to involve families in supporting and caring for students with health related concerns.   | Promptly and frequently involves all parents in supporting and caring for students with health related concerns.   | Promptly and frequently involves all parents in supporting and caring for students with health related concerns. Can model this element.  |
| III-B. Communication: Engages in regular two-way, and culturally proficient communication with families about student learning and student needs. |   |   |  |   |
| III-B Elements  | Unsatisfactory  | Needs Improvement   | Proficient   | Exemplary   |
| Two way<br>communication<br>as develop-<br>mentally<br>appropriate  | Rarely uses two way communication with families that supports proactive and personalized communication about student learning, behavior, and wellness. Rarely responds promptly and carefully to communication with families parents. | Sometimes uses two way communication with families that supports proactive and personalized communication about student learning, behavior, and wellness. Sometimes responds promptly and carefully to communication with families parents. | Effectively uses two way communication with families that supports proactive and personalized communication about student learning, behavior, and wellness. Consistently responds promptly and carefully to communication with families parents. | Effectively uses two way communication with families that supports proactive and personalized communication about student learning, behavior, and wellness. Consistently responds promptly and carefully to communication with families parents. Is able to model this element. |
| III-B-2<br>Culturally<br>proficient<br>communication  | Rarely communicates respectfully with families and is understanding of and responsive to families' home languages, cultures, and values.  | Sometimes communicates respectfully with families and is understanding of and responsive to families' home languages, cultures, and values.   | Always communicates respectfully with families and is understanding of and responsive to families' home languages, cultures, and values.   | Always communicates respectfully with families and is understanding of and responsive to families' home languages, cultures, and values. Is able to model this element.   |

# SN Rubric

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

**Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, pursuing professional development opportunities, as well as using informal means and meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.**

| IV-A Elements                              | Unsatisfactory   | Needs Improvement   | Proficient  | Exemplary  |
|--|--|---|---|--|
| IV-A-1<br>Reflective Practice              | Individually and with colleagues, rarely reflects on the effectiveness of health outcomes, supports and interactions with students; and uses insights gained to improve practice and student outcomes. | Individually and with colleagues, sometimes reflects on the effectiveness of health outcomes, supports and interactions with students; and uses insights gained to improve practice and student outcomes. | Individually and with colleagues, regularly reflects on the effectiveness of health outcomes, supports and interactions with students; and uses insights gained to improve practice and student outcomes. | Individually and with colleagues, regularly reflects on the effectiveness of health outcomes, supports and interactions with students; and uses insights gained to improve practice and student outcomes. Is able to model this element. |
| IV-A-2<br>Goal Setting                     | Rarely uses self-reflection and student health data to regularly monitor progress toward achieving professional practice, health team and student learning goals.                                      | Sometimes uses self-reflection and student health data to regularly monitor progress toward achieving professional practice, health team and student learning goals.                                      | Uses self-reflection and student health data to regularly monitor progress toward achieving professional practice, health team and student learning goals.  | Uses self-reflection and student health data to regularly monitor progress toward achieving professional practice, health team and student learning goals. Can model this element.   |
| IV-A-3<br>Professional and Learning Growth | Rarely seeks out and applies, when appropriate ideas for improving practice from supervisors, colleagues, professional development activities, and other resources.                                    | Sometimes seeks out and applies, when appropriate ideas for improving practice from supervisors, colleagues, professional development activities, and other resources.                                    | Consistently seeks out and applies, when appropriate ideas for improving practice from supervisors, colleagues, professional development activities, and other resources.                                 | Consistently seeks out and applies, when appropriate ideas for improving practice from supervisors, colleagues, professional development activities, and other resources. Is able to model this element.                                 |



SN Rubric

| Indicator IV-B Professional Responsibilities: Shares responsibilities for the performance of all students within the school by collaborating effectively with colleagues, taking an active role in school-wide decision making, being ethical and reliable, and meeting routine responsibilities consistently. |   |  |   |  |
|--|---|--|---|--|
| IV-B Elements  | Unsatisfactory  | Needs Improvement  | Proficient  | Exemplary  |
| IV-B-1<br>Professional Collaboration   | Rarely collaborates effectively with colleagues using a multi-disciplinary approach to address the health needs of students and school community. | Sometimes collaborates effectively with colleagues using a multi-disciplinary approach to address the health needs of students and school community. | Consistently collaborates effectively with colleagues using a multi-disciplinary approach to address the health needs of students and school community. | Consistently collaborates effectively with colleagues using a multi-disciplinary approach to address the health needs of students and school community. Is able to model this element. |
| IV-B-2<br>Shared Responsibility  | Within and beyond the health office, rarely reinforces school-wide behavior and learning expectations for all students within the schools.        | Within and beyond the health office, sometimes reinforces school-wide behavior and learning expectations for all students within the schools.        | Within and beyond the health office, consistently reinforces school-wide behavior and learning expectations for all students within the schools.        | Within and beyond the health office, consistently reinforces school-wide behavior and learning expectations for all students within the schools. Is able to model this element.        |
| IV-B-3<br>Reliability and Judgment   | Rarely demonstrates sound judgment and professionalism, reflecting integrity, fairness and responsibility.  | Sometimes demonstrates sound judgment and professionalism, reflecting integrity, fairness and responsibility.  | Consistently demonstrates sound judgment and professionalism, reflecting integrity, fairness and responsibility.  | Consistently demonstrates sound judgment and professionalism, reflecting integrity, fairness and responsibility. Is able to model this element.  |

## INDEX

### A

|   |    |
|---|----|
| AMENDMENT .....                               | 36 |
| ASSOCIATION DUES AND AGENCY FEES .....        | 3  |
| ASSOCIATION RIGHTS AND RESPONSIBILITIES ..... | 2  |

### B

|                                |    |
|--------------------------------|----|
| BEDFORD SCHOOL COMMITTEE ..... | 39 |
| BEREAVEMENT LEAVE .....        | 22 |

### C

|  |    |
|--|----|
| CLINIC VISITATIONS .....                   | 36 |
| COMMITTEE RIGHTS AND RESPONSIBILITIES..... | 1  |

### D

|                  |    |
|------------------|----|
| DISCIPLINE ..... | 14 |
| DUES.....        | 3  |
| DURATION.....    | 37 |

### E

|                               |    |
|-------------------------------|----|
| EFFECT OF AGREEMENT .....     | 37 |
| EXTENDED PERSONAL LEAVE ..... | 26 |

### F

|                                    |    |
|------------------------------------|----|
| FAMILY AND MEDICAL LEAVE ACT ..... | 47 |
| FAMILY CARE LEAVE .....            | 23 |

### G

|   |    |
|---|----|
| GRIEVANCE PROCEDURE.....  | 4  |
| GUIDELINES FOR DISBURSEMENT OF VOUCHERS FOR GRADUATE STUDY .... | 31 |

### H

|                               |    |
|-------------------------------|----|
| HEPATITIS B VACCINATION ..... | 36 |
|-------------------------------|----|

### I

|                 |    |
|-----------------|----|
| INSURANCE ..... | 34 |
|-----------------|----|

### J

|                 |    |
|-----------------|----|
| JURY DUTY ..... | 26 |
|-----------------|----|

|                  |    |
|------------------|----|
| JUST CAUSE ..... | 14 |
|------------------|----|

## L

|                        |    |
|------------------------|----|
| LAYOFF AND RECALL..... | 17 |
| LEAVE-GENERAL .....    | 28 |

## M

|  |    |
|--|----|
| MATERNITY LEAVE RIGHTS AND BENEFITS..... | 50 |
| MILITARY LEAVE.....                      | 26 |

## N

|                             |    |
|-----------------------------|----|
| NON-NURSING DUTIES .....    | 11 |
| NURSE ASSIGNMENT.....       | 11 |
| NURSE EMPLOYMENT.....       | 7  |
| NURSE TRANSFER.....         | 13 |
| NURSE YEAR, DAY, LOAD ..... | 8  |

## P

|  |    |
|--|----|
| PERSONAL BUSINESS LEAVE .....              | 21 |
| POSITION DESCRIPTIONS/REORGANIZATION ..... | 9  |
| PROFESSIONAL EMPLOYMENT POLICY .....       | 6  |
| PROFESSIONAL IMPROVEMENT .....             | 30 |
| PROFESSIONAL LEAVE .....                   | 25 |
| PROMOTIONS .....                           | 11 |
| PROTECTION OF PERSONAL PROPERTY .....      | 35 |

## R

|   |    |
|---|----|
| RECALL.....                             | 17 |
| RECOGNITION .....                       | 1  |
| REDUCTION IN RANK OR COMPENSATION ..... | 20 |
| REIMBURSEMENT .....                     | 30 |

## S

|  |    |
|--|----|
| SALARIES .....                           | 33 |
| SERIOUS ILLNESS IN THE FAMILY LEAVE..... | 21 |
| SEVERABILITY .....                       | 37 |
| SICK LEAVE .....                         | 28 |
| STUDENT NURSES .....                     | 11 |
| SUPERVISION AND EVALUATION .....         | 52 |

T

|                |    |
|----------------|----|
| TRANSFER ..... | 13 |
|----------------|----|

V

|                                |    |
|--------------------------------|----|
| VACANCIES AND PROMOTIONS ..... | 11 |
|--------------------------------|----|

W

|                             |    |
|-----------------------------|----|
| WORKERS' COMPENSATION ..... | 21 |
|-----------------------------|----|