
Contract Between

The Ashland School Committee

and

The Ashland Educators' Association

Nurses' Unit

July 1, 2021 to June 30, 2024

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PREAMBLE

The Ashland School Committee is charged with the responsibility for the quality of education and the efficient and economical operation of the Ashland Public Schools. It is acknowledged that the Ashland School Committee has the final responsibility of establishing the administrative policies of the public schools in Ashland.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Ashland School Committee by the statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this agreement.

As to every matter expressly not covered by this agreement, and except as expressly or directly modified by clear language in a specific provision of this agreement, the school committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law. The failure of the school committee to exercise any of its rights shall not be construed as a waiver of those rights. The exercise by the school committee of any of its rights (except as they may have been so expressly or directly modified by clear language in a specific provision of this agreement) shall not be subject to the grievance and arbitration provision.

**ARTICLE I
MANAGEMENT RIGHTS**

Subject only to the express provisions of this agreement, the right and responsibility to operate, manage and control the public schools and the educational activities of the schools and the rights to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the committee.

**ARTICLE II
SCOPE OF THE AGREEMENT**

This agreement contains the complete agreement of the parties and no waivers, additions, deletions, or other amendments may be made without the express consent in writing thereto of the parties to this agreement.

The parties are agreed that the relations between them shall be governed by the terms of this agreement. No change or modifications of this agreement shall be binding on either the nurses or the committee unless reduced to writing and executed by the respective duly authorized representatives of the parties.

**ARTICLE III
RECOGNITION**

The Ashland School Committee recognizes the Ashland Educators Association for the purpose of collective bargaining of wages, hours and working conditions as the exclusive representative of nurses employed by the Ashland School Department.

**ARTICLE IV
NEGOTIATION PROCEDURE**

- A. During negotiation, the school committee and the nurses' negotiating committee will present relevant data, exchange points of view and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation
- B. If the negotiations have reached an impasse, the procedure described in Chapter 150E of the Acts of 1973 will be followed.
- C. Any agreement reached during negotiations with the school committee will be reduced to writing and signed by the school committee and the nurses' negotiating committee when all items under consideration, in negotiations, have been finalized.

**ARTICLE V
NO STRIKE**

- A. The nurses agree that they will not cause, condone, sanction, or take part in any strike, walkout, slowdown or work stoppage within the Ashland Public Schools.
- B. The nurses, individually and collectively, agree that if there is a violation of this clause, that is, an active participation or involvement in any such strike, walkout, slowdown or stoppage, any or all nurses violating this clause will at the discretion of the school committee be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to judgment is that of participation or involvement as described above.

**ARTICLE VI
DEFINITION – NURSES/WORK SCHEDULE**

- A. A school nurse is defined as a registered nurse who is Massachusetts Department of Elementary and Secondary Education certified/certifiable who is employed by the Ashland School Department. Nurses will be in their respective buildings 10 minutes prior to the start of the school day. Nurses may leave after student dismissal provided all professional responsibilities are fulfilled.

For purposes of this agreement “certifiable” shall mean a Registered Nurse in Massachusetts with a Bachelor’s or Master’s degree in nursing, and a minimum of two full years of employment as a Registered Nurse in a child health, community health or other relevant clinical nursing setting.

Nurses shall be entitled to a duty free lunch every day. Additionally, Nurses may place a sign on the clinic door on the remaining days for up to thirty (30) minutes per day that reads as follows: “The nurse is at lunch but on call. If the nurse is not in the clinic, go to the school office.”

Nurses will be entitled to close the office each day for twenty (20) minutes for the purpose of making confidential phone calls and working on required documentation. Nurses will determine the most appropriate time each day for this. During this time nurses will be available via walkie-talkie for emergencies.

- B. The School Committee reserves its right to change the time schedules listed above as needed for the efficient operation of the schools. However, any changes of more than ten minutes to the above schedule shall be determined no later than June 1 of each contract year and all nurses shall be notified of this change no later than June 1. Knowing nurses do not have daily planning periods and are on-call at all times while in their building, and nurses do not routinely have duty-free lunch periods, they may have flexibility in their nurse hours

with the approval of their respective building principal.

All Nurses will work a total of one hundred and eighty-eight (188) days each year which will consist of one hundred eighty (180) school days, three (3) professional development days and five (5) days each year between the close of school in June and the start of school in August/September. The scheduling of the additional five (5) days will be mutually agreed to between the Nurse and building Principal.

- C. Mileage Reimbursement: Mileage reimbursement at the rate set by the Town of Ashland shall be available to the Head Nurse and any other nurses who are required to travel between school buildings during their work day. The Parties agree that the Town of Ashland shall establish and may change the rate of reimbursement from time to time. To receive mileage reimbursement a nurse must follow the procedures established by the Town of Ashland including timely submission of completed forms.

ARTICLE VII PROFESSIONAL DEVELOPMENT

1. Tuition Reimbursement

- Nurses will receive tuition reimbursement per course at an accredited college or university not to exceed the cost of a four credit (4) course graduate at Framingham University and are eligible for such tuition reimbursement up to three courses per fiscal year until they have achieved their Masters or Nurse Practitioner Degree. Said tuition reimbursement is not to be used for Department of Education Initial or Professional License certification and only for courses beyond bachelor's level.
- A nurse employed less than full time, but no less than 0.5 FTE, will receive tuition reimbursement on a pro-rated basis per course as stated above.

2. CEUs & Workshops

A sum of \$400 per year per full time nurse shall be set aside in the budget for the purpose of payment or reimbursement for continuing education for courses, workshops, or seminars taken during or outside of the workday. Nurses may also use this reimbursement to pay for the costs (up to \$400.00) of any national licensing examination required by the DOE or another licensing agency. Other costs such as books or travel are not reimbursable. Said courses or workshops must be designed to enhance job skills and must be pre-approved by the Head Nurse and the Superintendent. When a nurse attends a course, workshop, or seminar during regular school hours, a substitute nurse shall be provided. A nurse employed less than full time, but no less than 0.5FTE, will receive professional development payment or reimbursement on a pro-rated basis.

3. NCSN

Nurses may request reimbursement for the cost to take the NCSN exam. Nurses shall be limited to one (1) such reimbursement.

4. District wide Professional Development Days

Nurses will attend lectures/workshops that involve the entire district. The Director of Curriculum will work with the Head Nurse to develop workshops that are relevant to nursing. The district will provide funding for appropriate PD for nursing staff with prior approval from the Superintendent

ARTICLE VIII JOB DESCRIPTION

A job description with defined duties will be provided by the administration to the nurse of each school. Job descriptions will be updated as necessary to reflect changes in school requirements. Nurses will be notified in advance of any job description changes. The Committee and the Nurses recognize that school nurses are an integral part of the professional educator team. See attached job descriptions.

ARTICLE IX GRIEVANCE PROCEDURE

A. Definition:

For the purpose of this agreement a grievance shall be defined as:

Any complaint, by a nurse or group of nurses, covered by this agreement that there has been a violation, misinterpretation or misapplication of the terms of this agreement.

B. Purpose:

The general purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to any problems which may arise in the application of this agreement. Both parties agree that proceedings hereunder will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Time Limits:

All time limits herein shall consist of in-session school days. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement. Such mutual agreement must be in writing. In the event a grievance is presented in the latter part of the school year and there will not be a sufficient number of regularly scheduled work days to resolve the grievance, the remaining time required, exclusive of Saturdays, Sundays and legal holidays will be considered as in-session days.

D. Informal Procedure:

The aggrieved nurse, pursuant to the general purpose of this procedure, shall discuss individually, or with Association representation, the problem with her/his immediate

supervisor outside the bargaining unit, or the building principal within ten (10) days from the date of the event on which the grievance is based or within ten (10) days from the date the aggrieved should have had knowledge of its occurrence.

If the problem is not resolved to the satisfaction of the aggrieved nurse within seven (7) days after informal discussion has been initiated, it shall be deemed that a reasonable effort has been made to obtain an equitable solution under this part.

E. Formal Procedure:

If informal discussion has failed to provide an equitable solution, or such discussion has been ejected as an approach to a solution, formal proceedings may be instituted. All such proceedings, unless otherwise stated, will begin at Level One as follows:

1. Level One:

A nurse with a grievance will present it to her principal directly, or through the Association's grievance committee, within seven (7) days from the expiration of the Informal Procedure. In the event that the nurse is not directly responsible to an individual principal, she will then present it to her immediate supervisor outside the bargaining unit.

2. Level Two:

If the grievance is not resolved to the satisfaction of the nurse within seven (7) days after submission at Level One, the nurse or the nurse accompanied by the Association's grievance committee shall present the grievance to the Superintendent of Schools. Beginning on the 7th day the nurse will have seven (7) days to present the grievance to the Superintendent.

3. Level Three:

If the grievance is not resolved to the satisfaction of the nurse within seven (7) days after submission at Level Two, the nurse or the nurse accompanied by the Association's grievance committee shall present the grievance in writing to the School Committee. The School Committee will discuss the grievance within twenty-five (25) days of the receipt of the grievance. The School Committee shall have seven (7) days from the date of the discussion to deliver its decision (or lack of decision) to the grievant.

F. General Provisions:

1. All grievances under formal proceedings will be presented in writing using the Grievance Form found in Appendix "B". With the written agreement between the Association President and the Superintendent, the Association may initiate a grievance at Level Two if the grievance involves a decision by the Superintendent, Assistant Superintendent, Director of Student Services, or Director of Curriculum or the grievance involves nurses in more than one school.

2. A written statement of the grievance must include:

- a. A concise statement of the facts constituting the grievance.
- b. A reference to the applicable provisions of the agreement.

- c. The date upon which the event giving rise to the grievance.
 - d. The remedy requested.
 - e. The signature of the grievant with or without the Association representative.
 - f. A grievance may not extend beyond the written statement submitted at the first level of the Formal Procedure
3. The Associations shall have the right to include in their presentation representatives of their own choosing on Level Three and Arbitration.
 4. The School Committee will, upon request, provide the nurses with copies of any documents which may be necessary for the processing of grievances under this agreement which have reached Levels Two, Three and Arbitration.
 5. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants except as may be necessary to implement the disposition of the grievance.
 6. Failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance.
 7. When it is necessary, pursuant to the grievance procedure, for a member of the Association to investigate a grievance or attend a grievance meeting or hearing as a result of an Ashland grievance during the school day, she will be released only by mutual agreement between the Association and the Superintendent of Schools.
 8. The Association may represent any nurse having a grievance at any stage of informal or formal proceedings; however, nothing herein contained will be construed as limiting the right of any nurse having a grievance to discuss the matter informally with the Head Nurse or any appropriate administrator and to have the grievance adjusted. In this regard, any nurse having a grievance will upon request be provided with by the School Committee copies of any documents necessary, as above in Section F.4.

G. Arbitration:

1. If the grievance is not resolved to the satisfaction of the grievant the Association may initiate arbitration of the grievance by giving written notice to the School Committee of the desire for arbitration, within fourteen (14) days of receipt of the School Committee's decision.
2. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall, except as specifically provided otherwise in this agreement, govern the selection of the arbitrator and the conduct of the arbitration proceedings.
3. The arbitration will be held in Ashland, Massachusetts, unless mutually agreed otherwise.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which would modify or alter, add to or subtract from, any of the terms of this agreement. The authority of the arbitrator shall be limited to the question or questions submitted in the written grievance. The arbitrator shall be bound by the provisions of the agreement and he shall not have any authority to establish or change any terms or conditions of employment. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance under Level One of the Formal Procedure.

5. The costs for the services of the arbitrator only, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be borne equally by the school committee and the Association.
6. The decision of the arbitrator shall be final and binding on both parties as applicable to the particular grievance.

ARTICLE X SICK LEAVE

- A. All full time nurses shall be allowed thirteen (13) days sick leave each year. Sick leave may accumulate up to 212 days. This only applies to the maximum number of accumulated sick days in each respective year but will not change Article X Paragraph E: Sick Leave Buy Back. For the purpose of sick leave buy back upon retirement nurses will only be eligible for payment of up to 200 accumulated days.
- B. A doctor's certificate may be requested for sick leave lasting longer than five (5) work days per illness.
- C. A nurse may use up to three (3) days of her/his own sick leave per year for absence due to illness of a member of her/his immediate family.
- D. Sick Leave Policy: The policy of the Ashland School Committee in regard to extended sick leave is as follows:
 1. Because of an extended illness, operation, etc., a nurse, upon request may borrow sick leave days from the following year only, maximum being the number of days allotted for sick days each year by contract. This extended sick leave policy shall only be available to an employee who has exhausted her accumulated sick leave. Example: If a nurse has used all of her accumulated sick days because of extended illness, the nurse may borrow from the following year only, up to the number allotted for sick days each year by contract.
 2. The sick days borrowed from the following year would be repaid at the rate of four (4) days per year until they are all repaid.
 3. If a nurse leaves the system before the borrowed sick days are all repaid, the number of days not repaid will be deducted from the nurse's final pay check.
 4. A doctor's certificate will be required when an extended illness occurs and a request is made for borrowed sick days.

E. Sick Leave Buy Back

Severance pay upon retirement shall be paid to all unit members as part of their regular salary at the rate of fifty dollars (\$50) per day for up to two hundred (200) accumulated sick days in accordance with the following provisions:

1. Thirteen (13) sick leave days each school year. Unused sick leave days shall be accumulated with a maximum limit of two hundred (200) days and a payment rate of \$50.00 per day.
2. A minimum of fifteen (15) years of service as a nurse in the Ashland Public Schools. Said service may include a total of accumulated service time as a part time nurse prorated to a full FTE. For example, a nurse who worked 91.5 days in one school year would receive .5 years of service towards the 15 year requirement.
3. In order for the retiring nurse to be eligible to receive sick leave buy back pay by June 30, a copy of the letter of intent to retire must be sent to the Superintendent of Schools on or before February 1 of the school year in which they are planning to retire. Furthermore, the appropriate forms for retirement must be forwarded to the Massachusetts Retirement Board in accordance with the terms of the MTRB guidelines. If adequate notice is not given, then the sick leave buy back payment may be delayed until the following fiscal year.
4. If a unit member, after submitting notification of retirement, as provided herein, should die prior to January 1, the severance pay due her shall be paid to her beneficiary as soon as legally possible in the next budget year.
5. If a unit member, after submitting notification of retirement, as provided herein, should die after January 1, the remaining severance pay due her shall be paid to her beneficiary, as part of the salary due her.
6. If a unit member retires because of an emergency and has not submitted proper notification but meets all other requirements, she shall receive severance pay as a lump sum within twelve (12) months of first notification.
7. Severance Pay will not be available to any bargaining unit member hired on or after July 1, 2021.

F. Nurses who have perfect attendance during any contract period (July 1 – June 30) shall receive a bonus of \$300.00 payable in July of the following fiscal year. Perfect attendance shall not include days absent for approved bereavement leave, approved leave for professional development, approved personal leave (no more than two days), or for jury duty.

**ARTICLE XI
PERSONAL LEAVE**

A. 1. Nurses shall be allowed up to five school days leave with pay in the event of death in the immediate family to include Husband, Wife, Child (step child or adopted child also), Parent, Brother, Sister, Parent-in-law, Grandchildren, Grandparents, Son-in-law, Daughter-in-law, Brother/Sister-in-law.

A.2. Nurses shall be allowed up to two school days with pay in the event of a death of an uncle, aunt, niece, nephew unless said relative is a member of the immediate household; in that case Section A 1 shall be available to the employee.

A.3. The Superintendent has the sole discretion to grant up to and including five (5) additional days of funeral leave with pay to a nurse in extraordinary circumstances. The Superintendent has the sole discretion to grant additional unpaid funeral leave days to a nurse. The decision(s) of the Superintendent in the exercise of her/his discretion in this subsection A.3. shall not be subject to grievance or arbitration.

B. All full time nurses shall be allowed four (4) days personal leave with pay per year. It is the intent of the School committee to allow a nurse personal leave only for emergencies which cannot be taken care of during out-of-school hours. Personal leave will be applied for through the principal and the Head Nurse, and approved by the Superintendent of Schools; however, the building principal may grant personal leave on an immediate basis for reasonable requests. Any requested extension of the above authorized four (4) days will be at the discretion of the Superintendent. If personal leave is rejected by the building principal, it may be presented to the Superintendent by the nurse. Personal leave is not cumulative.

Nurses may use personal days in full day or half day increments. The parties shall pilot the use of hourly increments for the duration of this Agreement. Unless the parties agree to incorporate the use of hourly increments into a successor agreement, such use shall not continue beyond the duration of the 21-24 agreement.

C. Unused personal days will be allowed to be rolled over to sick days at the end of each fiscal year.

D. Maternity Leave and Parental Leave

1. Maternity leave without pay shall be granted to nurses as follows:

A nurse who becomes pregnant shall notify the Superintendent in writing as soon as pregnancy has definitely been determined but not less than thirty (30) days, except in case of emergencies, prior to her anticipated date of departure and further notifies the Superintendent of her intention to return to her job.

So long as the pregnant nurse is able to perform her duties, the nurse may continue to work. The leave of absence shall begin when, in the opinion of the nurse and her doctor,

such action becomes advisable. Such nurse may be required to furnish a written statement from her doctor indicating her fitness to continue in her position.

2. Parental Leave without pay:

This provision only applies to nurses who are eligible for FMLA leave. The intent of this section is to grant a parental leave of up to 12 weeks of FMLA leave and, at the nurse's discretion, the remainder of the work year after the expiration of the FMLA leave. Before returning, a nurse may be required to submit a doctor's certificate of fitness. The nurse must notify the Superintendent in writing within 42 calendar days of the birth of the nurse's child of the following:

1. the nurse's intention to return to work at the conclusion of the nurse's FMLA leave; or
2. the nurse's intention to return to work at the start of the next work year following the expiration of the nurse's FMLA leave; or
3. the nurse's intention to resign from employment with the Ashland Public School System and the effective date of such resignation.

A nurse on such leave desiring to return to the School System at a time other than those set forth above may make written application for reinstatement to the Superintendent who shall have the sole discretion to grant or deny such application.

3. MMLA and FMLA

The Association acknowledges that the Association and the Committee are subject to the provisions of the Massachusetts Parental Leave Act (MPLA). The MPLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. It is also acknowledged that unit members may use accrued sick days for the purpose of this leave. Alleged violations of the MPLA are not subject to the parties' grievance and arbitration procedures.

The Federal Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. FMLA leave will be granted in accordance with the applicable federal laws and statutes. The employee must request FMLA leave in writing on the FMLA Leave Request Form and submit the form to the Superintendent prior to the start of the FMLA leave. Alleged violations of the FMLA are not subject to the parties' grievance and arbitration procedures.

The School Committee agrees to include information in the Employee Handbook on MPLA and FMLA leave laws and will explain how these laws affect maternity/parental leave for Ashland Public School employees.

The Committee and the Association also agree that the Association will receive a copy of the Employee Handbook, prior to release to employees, so that the Association will have a chance to review the handbook only for the purpose of compliance with the bargaining contract. This review will be done in a reasonable time period so as not to hold up the release of the handbook to employees.

The intent of this section is to allow an employee paid parental leave for the purpose of bonding with a child after birth or adoption. This leave may be taken for up to, but shall not exceed, the ten (10) consecutive weeks immediately after the birth or adoption, but may begin up to two (2) weeks prior to the anticipated date of birth or placement of an adopted child. This period of paid leave shall be charged to an employee's individual sick leave accrual provided (a) they have available sick days and (b) the day would have been a normal work day. The employee must notify their intent to use accrued sick time and how many days to be used at the time of request for leave.

4. Benefits and Assignment Upon Return from Leave Pursuant to Section D

All benefits to which a nurse was entitled at the time her leave commenced, including any unused accumulated sick leave, will be restored to her upon her return, and she will be placed on the applicable salary schedule at the step which she had attained when her leave commenced except that a nurse who had worked ninety (90) days or more in the school year in which her leave commenced will be placed on the next step of the applicable salary schedule. A nurse returning from such a leave will be assigned to the same position (but not necessarily the same school) which she held at the time said leave commenced or, if that is not practicable, to a substantially equivalent position for which said nurse is qualified. A Head Nurse returning from a leave greater than her FMLA leave entitlement may be assigned to the Head Nurse position or to a school nurse position.

E. Small Necessities Leave.

For the purposes of the Small Necessities Leave Act (Massachusetts General Laws, Ch. 149, Section 52D), the benefit year shall commence at the start of the teacher work year.

**ARTICLE XII
NURSE'S SALARY SCHEDULE**

All steps and lanes based on 188 day work year.

FY 22			
	BA	BA15	MA/NP
1	\$48,920	\$50,223	\$55,837
2	\$50,876	\$52,229	\$58,070
3	\$51,386	\$54,319	\$60,393
4	\$53,441	\$56,493	\$62,806
5	\$55,577	\$58,752	\$65,319
6	\$57,803	\$61,103	\$67,933
7	\$60,114	\$63,549	\$70,649
8	\$62,520	\$66,087	\$73,475
9	\$65,087	\$68,733	\$76,415
10	\$67,618	\$72,183	\$80,381
11	\$76,349	\$78,423	\$90,655

FY 23			
	BA	BA15	MA/NP
1	\$50,143	\$51,479	\$57,233
2	\$52,147	\$53,535	\$59,522
3	\$52,671	\$55,677	\$61,903
4	\$54,777	\$57,905	\$64,376
5	\$56,967	\$60,221	\$66,952
6	\$59,248	\$62,630	\$69,631
7	\$61,617	\$65,137	\$72,416
8	\$64,083	\$67,739	\$75,312
9	\$66,715	\$70,451	\$78,326
10	\$69,308	\$73,988	\$82,391
11	\$78,257	\$80,384	\$92,922

FY 24			
	BA	BA15	MA/NP
1	\$51,396	\$52,766	\$58,664
2	\$53,451	\$54,873	\$61,010
3	\$53,988	\$57,069	\$63,451
4	\$56,147	\$59,353	\$65,985
5	\$58,391	\$61,727	\$68,626
6	\$60,729	\$64,196	\$71,372
7	\$63,158	\$66,766	\$74,226
8	\$65,685	\$69,433	\$77,195
9	\$68,382	\$72,213	\$80,284
10	\$71,041	\$75,837	\$84,451
11	\$80,214	\$82,393	\$95,245

The Superintendent will collaborate with the head nurse to determine salaries of newly hired nurses. The final decision rests with the Superintendent.

Nurse Leader

1. Effective July 1, 2014, the work year for the Head Nurse shall be 191 days.
2. The nurse leader shall be paid an annual stipend of \$10,000

Longevity

1. In addition to their regular salary, nurses will be paid longevity by the following scale:
 - 13-17 years = \$850.00
 - 18-23 years = \$1100.00
 - 24-27 years = \$1350.00
 - 28 years or more = \$1500
2. A nurse eligible for longevity who separates from employment shall receive longevity prorated to her work year.

National Certification Stipend:

Nurses who are in the BA or BA+15 column who achieve and maintain a certification or licensure by a nationally recognized professional nursing association as a school nurse, community health nurse, or a pediatric/family/school nurse practitioner shall receive a stipend of \$1,000 per work year (prorated for work of less than a full work year with such certification/licensure). The Parties agree that this stipend only applies to national certification/licensure recognized by the Department of Elementary and Secondary Education (DESE) to qualify for Professional License pursuant to 603 CMR 7.11 (2) (b) 3.a. (A nurse is only eligible for one National Certification Stipend per work year no matter how many National Certifications/Licensures such nurse holds.) This National Certification Stipend shall not be available to any nurse who is in the MA/NP column of the salary schedule.

Declarations of professional growth for the purpose of a requested salary increase must be made by November 1 of the preceding year. Supporting documentation for professional growth (change in column for degree) must be received by the Superintendent of Schools no later than September 30th of the school year in which the salary increment (column change) is to take place.

ARTICLE XIII INSURANCE

A. HEALTH - The Ashland School nurses group acknowledges and agrees that the Town may implement a change in health insurance plans for bargaining unit members from “legacy plans” to ‘rate saver plans” as offered by the Town in accordance with the plans through the West Suburban Health Group. In addition, the Town will establish a Health Reimbursement Account in accordance with law. The date of implementation of this provision shall be within sixty (60) days of ratification of contract by both School Committee and the Association. The Association also agrees that it will work with the Town to seek to improve communication with its members as to ways they can make better choices relative to health care and wellness. The transition of members of the Ashland Nurses will take effect on December 1, 2011.

B. LONG TERM DISABILITY – Nurses will be allowed to participate in the Long Term Disability plan offered by the Town of Ashland effective January 1, 2012. It is agreed that the total cost of this insurance will be paid by the nurse and there is no compensation agreed to on behalf of the school district.

ARTICLE XIV EVALUATION

- A. Nurses will be evaluated in accordance with the educator evaluation procedures in Appendix C and rubrics and implementation support for nurses in Appendix D.
- B. In order for the Head Nurse to evaluate the Nurses, the Superintendent will release the Head Nurse from his/her school nurse duties for up to eighty (80) hours per work year. The amount of release time and the schedule for release time will be determined collaboratively by the Head Nurse and the Superintendent/designee. The parties agree that the Superintendent may authorize release time above the 80 hours.
- C. No nurse with professional teacher status (“PTS”) will be disciplined, dismissed, reduced in rank or compensation or deprived of any professional advantage except for just cause. This Section C is not subject to arbitration and shall not be grieved beyond the Superintendent’s level.

**ARTICLE XV
PROFESSIONAL STATUS**

The parties agree to implement M.G.L.C.71; § 41 as amended by Chapter 267 of the Acts of 2006 regarding eligibility of school nurses for professional status. The parties further agree to accept the Advisory Opinion issued by the Massachusetts Department of Education on June 18, 2007 with regard to the eligibility and granting of professional status to school nurses.

**ARTICLE XVI
AGENCY SERVICE FEE**

Agency Service Fee Article XII will apply to all members of the bargaining unit.:

Pursuant to the provisions of M.G.L Chapter I50E, Section 12, the Committee accepts an Agency Service Fee for all employees covered by this agreement, wherein the Association can assess those newly hired employees not members of the Association an annual amount commensurate with the costs of collective bargaining and contract administration. Said Agency Service Fee shall be a percentage of the combined membership dues of the Ashland Teachers' Association, the Massachusetts Educators Association, and the National Education Association as determined by the Ashland Educators Association in accordance with Chapter I50E, Section 12, and the "AEA check-off card" shall be submitted by the 30th day of employment. Said agency service fee shall be paid or deducted in the same manner as dues for membership in the Ashland Educators Association.

**ARTICLE XVII
PAYROLL DEDUCTIONS**

The Ashland School Department shall for the duration of this Agreement deduct regular periodic dues for M.T.A, A.E.A, and N.E.A each month beginning with the third pay check of each employee who individually and voluntarily certifies in writing authorization of such deductions. Application for dues payroll deductions will be submitted by September 30 of the school year in which they are to apply. These deductions shall be made in ten (10) equal installments running concurrently from the first paycheck in October.

**ARTICLE XVIII
REDUCTION IN FORCE (RIF)**

In the event it becomes necessary for the Superintendent to reduce the number of nurses in the bargaining unit, the procedures set forth in this Article will govern the layoff and recall of nurses who are affected by any such reduction. The Superintendent shall have the sole discretion to determine which position or positions are to be eliminated.

Section 1 – Procedure

- A. Should the Superintendent decide to reduce the number of nurses, insofar as possible, he/she will attempt to reduce in the first instance through the attrition of members who retire or resign, provided, that there are nurses available who are capable of filling such positions.
- B. Nurses who have not been hired for regular, full or part-time positions in the School District, or who are on temporary status (e.g., nurses filling in for leaves of absence or long-term substitutes) will be laid off first, provided there is a nurse available for the position in question.
- C. In the event that there is a need for further reduction in nurses (after following the procedures set forth on Sections A and B above), nurses without professional teacher status shall be laid off.
- D. If the Superintendent determines that there is a further need for reductions in staff (after following the procedure set forth in Sections A-C above), nurses with professional teacher status shall be laid off based on their job performance and the best interest of the students. Nurses' job performance shall be defined and the nurses' past three (3) summative overall evaluation ratings. Ties in this determination shall be broken by seniority. When the Superintendent determines that the best interest of the students supersedes the job performance and seniority of PTS nurses, the Superintendent shall inform the Association President of his/her decision and explain such decision. The Superintendent shall then meet with the PTS nurse to be laid off to explain the decision with the Association President. A nurse's placement on the salary schedule shall not be a factor in the consideration of the best interests of the students. Notwithstanding any provision of this Agreement, the Nurse who serves as Head Nurse shall not be displaced/bumped by another nurse.
- E. Nurses who are to be laid off through a reduction in force shall be notified in writing as soon as practicable.

Section 2 – Seniority

- A. For the purpose of this contract, seniority shall be defined as a nurses' length of continuous employment in the Ashland School System measured in years, months and days from the nurse's first day of employment in a bargaining unit position now represented by the Association.
- B. Those nurses who started working on the same day and year will be considered to have identical seniority. The Superintendent will determine which of these nurses will be laid off if a reduction in force is necessary. In cases involving members who have identical seniority, the

needs of the system, qualifications, and highest educational attainment may be considered in determining who shall be released.

C. In computing seniority, time spent on any authorized leave of absence shall not constitute a break in service. Seniority will not accumulate during any unpaid leave of absence except for statutory parental leaves of absence for up to twelve (12) weeks. Members on a leave of absence shall be eligible to be laid off as though they are currently serving on active duty.

D. An updated list specifying the seniority of each member of the bargaining unit will be prepared by the Superintendent and forwarded to the Association by February 1 of each school year.

Section 3 – Recall

A. Nurses who have been laid off shall be entitled to recall rights for fifteen (15) months (hereinafter “the recall period”) from the effective date of the layoff.

B. During the recall period, nurses on recall shall be given preference to any nursing vacancies or new positions in the inverse order of their lay-off.

C. Nurses on recall shall be notified via certified mail of any nursing vacancies or new positions. Notices will be sent to the nurse’s last known address on file with the School Department. Nurses shall be responsible for keeping the Superintendent informed of any changes in their mailing address.

D. The failure by any nurse to apply in writing to the Superintendent for an open, full-time, permanent nursing position within seven (7) calendar days after receipt of notice of vacancies or new positions shall constitute a waiver of all rights and eligibility under this section.

E. All benefits, including salary and professional teacher status, to which a nurse was entitled at the time of his/her layoff shall be restored in full upon the nurse’s re-employment with the School Department within the recall period.

F. During the recall period, members who have been laid off shall be given preference on the nursing substitute list if they so desire.

Section 4 – Laid Off Members

A. To the extent allowed for by law and Town of Ashland policies, laid off nurses may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by paying the one hundred percent (100%) of the premium for such insurance to the Town Treasurer. In the event any such nurse fails to make payment of said premium or refuses any offer of recall during said fifteen (15) month period, his/her option to continue such insurance(s) coverage under the terms set forth in this section shall terminate, however, this shall not limit any rights that the nurse may have under COBRA to health insurance.

ARTICLE XIX
VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Whenever any school nurse exits and a decision is made to fill the position, it will be adequately publicized by the Superintendent by emailing a copy of the posting to each nurse's school email address as far in advance of the appointment as possible.

The Qualifications for the vacancy will be clearly set forth. No vacancy will be filled except on a temporary basis, within seven (7) school days from the date the notice is posted in the schools or the giving of notification to the Association members.

B. All nurses will be given adequate opportunity to make application for vacancies and the Superintendent or his/her designee agrees to consider the professional background and attainments of all applicants. In filling such vacancies, consideration will be given to qualified nurses already employed by the school district and each applicant not selected will, upon written request, receive a written explanation from the Superintendent or his/her designee.

C. Nurses shall be informed in writing of involuntary transfers as soon as practicable prior to the transfer, including the school location to which they will be assigned, and any special or unusual issues in that school or location. The nurse may request a meeting with the Superintendent or his/her designee where the nurse will be notified of the reasons for such transfer. Written notice of changes in nursing assignments will also be given to the Association President.

D. Nurse assignments will be made without regard to race, creed, color, religion, nationality, gender, gender identification, sexual orientation or marital status. This section D is not subject to arbitration and shall not be grieved beyond the Superintendent's level.

**ARTICLE XX
DURATION**

This agreement shall become effective July 1, 2021 and shall continue in full force and effect to include June 30, 2024 and thereafter automatically renew itself for successive terms of one (1) year unless by October 1 preceding its expiration either the School Committee or the Nurses Unit shall have given the other written notice of its desire to modify or terminate this agreement.

The above dates for the notification procedure can be modified by mutual agreement.

**ARTICLE XXI
SEVERABILITY CLAUSE**

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

WHEREFORE, the Committee and the Ashland Educator Association – Nurses have caused this successor contract to be executed by their duly-authorized representatives this 10 day of August, 2021.

ASHLAND SCHOOL COMMITTEE

By: Superintendent of Schools

By: Laura Toth

Date: 8/10/21

Ashland Educators Association

By: Michelle Smith

Date: AUGUST 10, 2021

APPENDIX "A"
ASHLAND PUBLIC SCHOOLS

JOB DESCRIPTION: HEAD SCHOOL NURSE

Scope of Responsibilities

The Head School Nurse will coordinate and oversee the nurses assigned to each building within the district and will act as liaison between the school district's administrators, School Physician and health related agencies.

Qualifications:

- Ability to work well with people, to direct, to supervise, to organize, to motivate and to get results
- Certified as a School Nurse in Massachusetts
- Valid state license to practice as a registered nurse
- Minimum of 3 years experience in school nursing

Supervision Received: The Head School Nurse reports to the Superintendent of Schools and collaborates with the School Physician in developing and implementing the school health services.

Supervision Given: The Head School Nurse evaluates School Nurses with input from the building administrators. The Head School Nurse evaluates the Health Office Secretary with input from other School Nurses.

Performance Responsibilities:

- Performs all of the duties of a school nurse as assigned.
- Acts as conduit between Superintendent and nursing staff.
- Maintains liaison with staff, the Superintendent, and the Department of Public Health.
- Prepares itemized list of supplies to be purchased for School Health Services Department.
- Functions as a Program Coordinator for the AED Public Access Defibrillator Program.
- Provides policies and protocols of Ashland Public Schools relative to school health to newly appointed nurses.
- Facilitates nurse staff meetings.
- Assists the principal and /or Superintendent in interviewing and selection of candidates to fill vacancies in the department.
- Maintains health software program with assistance of IT department.
- Maintains up to date medication policies, clinical Guidelines and Standing Orders.

Terms of Employment: Annual Appointment

EVALUATION: Performance of this job will be evaluated semi-annually in accordance with the Committee's policy on Evaluation of Professional Personnel/Performance Standards.

JOB DESCRIPTION: SCHOOL NURSE

Scope of Responsibilities

The school nurse is responsible for developing, implementing and managing school health services for a school population as defined by the school district. The primary role of the school nurse is to support student learning. The nurse accomplishes this by implementing strategies that promote student and staff health and safety.

Qualifications

- A valid license to practice as a Registered Nurse in Massachusetts;
- Certified or certifiable as a School Nurse, Massachusetts Department of Elementary & Secondary Education
- Current certification in cardiopulmonary resuscitation & AED
- Such alternatives to the above qualifications as the School Committee may find appropriate and acceptable

Supervision Received

The school nurse reports to the Head Nurse and to the chief administrator of the school building. The school nurse will be evaluated every two (2) years by the Head Nurse with the building Principal having the opportunity to review the evaluation prior to signing it.

Supervision Given

The school nurse supervises the school health secretary and occasional volunteers.

Responsibilities

- Initiates, performs and oversees all state mandated programs and screenings according to individual grade levels.
- Identifies specific medical responsibilities corresponding to the particular health status of the student and arranges appropriate management for the student in the school setting.
- Serves as health advocate for the student.
- Authorizes exclusion and re-admission of students in connection with contagious diseases.
- Authorizes exclusion and re-admission of students in connection with immunization and physical examination regulations.
- Triage students and/or staff with an injury, illness or accident and provides appropriate intervention, following protocols and policy.

- Supervises the administration of medication in compliance with school policy and state regulations.
- .Promotes positive safety practices both within and outside of school buildings.
- Consults with the school physician and school personnel to review and revise policies, procedures and specific programs for comprehensive school health services
- Maintains an accurate and complete cumulative health file for each student.
- Provides yearly notification to Ashland Fire Department regarding those students requiring special consideration in an emergency.
- Prepares and submits written reports for school officials and Department of Public Health.
- Provides classroom instruction concerning special health-related topics, which require the expertise and knowledge that the school nurse possesses.
- Coordinates and organizes CPR/AED training (basic and renewal) for all interested staff.
- Functions as site leader for the AED Public Access Program
- Communicates with students, parents and appropriate staff regarding individual and/or group health issues
- Serves as a member of the Response to Intervention Group and other pertinent committees when appropriate
- Actively participates in nursing and faculty meetings
- Interprets school health laws and regulations to school administrators, staff and parents.
- Acts as liaison between home, school, and community resources
- As a mandated reporter, notifies appropriate school and community authorities by filing 51A report, when suspecting child abuse and/or neglect
- Notifies Head Nurse of her absence/illness and coordinates with Central Office for a substitute

Professional Development

Complies with State Board of Registration in Nursing regulations by attending continuing education programs necessary to maintain licensure

Complies with State Department of Elementary & Secondary Education regulations by attending continuing education programs necessary to maintain certification.

Participates in educational programs to update knowledge on nursing issues

Maintains and/or seeks knowledge for special technological developments involving nursing care of students.

Terms of Employment

Salary and work year as defined by contract between Ashland School Committee and Ashland School Nurses.

APPENDIX "B"

ASHLAND NURSES
OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____

JOB TITLE: _____ WORK LOCATION: _____

IMMEDIATE
SUPERVISOR: _____

LEVEL _____ DATE FILED _____

DATE OF EVENT GIVING RISE TO THE GRIEVANCE _____

DATE AGGRIEVED HAD KNOWLEDGE OF ITS OCCURRENCE _____

IF THESE DATES ARE DIFFERENCE, PLEASE PROVIDE CONCISE STATEMENT WHY

LIST OF SPECIFIC CONTRACT ARTICLE(S) ALLEGEDLY VIOLATED: _____

STATEMENT OF FACTS CONSITUTING THE GRIEVANCE: _____

REQUESTED
REMEDY: _____

Signature of Member: _____ Date: _____

Signature of Union Rep.: _____ Date: _____

LEVEL ONE:

Decision _____

Signature of Principal _____ Date: _____

LEVEL TWO:

Decision _____

Signature of Superintendent.: _____ Date: _____

LEVEL THREE:

Decision _____

Signature of School Committee Chairperson: _____

Date: _____

APPENDIX C

ASHLAND NURSE EVALUATION CONTRACT

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A. Purpose of Nurse Evaluation

- a. This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.; In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- b. The purposes of evaluation are:
 - i. To promote student learning, growth, and achievement by providing Nurses with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of Nurses and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv. To assure effective Nursing and administrative leadership, 35.01(3).

B. Definitions

- a. **Artifacts of Professional Practice:** Products of a Nurse's work that demonstrate the Nurse's knowledge and skills with respect to specific performance standards.
- b. **Categories of Evidence:** Multiple measures of professional practice, including unannounced observations of practice of any duration and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- c. **District-determined Measures:** To be discussed by the parties in the future.
- d. **Educator Plan:** The growth or improvement actions identified as part of each Nurse's evaluation. The type of plan is determined by the Nurse's career stage, overall performance rating. There shall be four types of Educator Plans:
 - i. **Developing Educator Plan** shall mean a plan developed by the Nurse and the Evaluator for one school year or less for a Nurse without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for a Nurse with PTS in a new assignment.
 - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Nurse for one or two school years for Nurses with PTS who are rated proficient or exemplary.
 - a. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is moderate or high.
 - b. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
 - c. Until such time as impact on student learning can be determined for nurses

and the Head Nurse, Self-directed growth plans shall be two-year plans.

- iii. **Directed Growth Plan** shall mean a plan developed by the Nurse and the Evaluator of one school year or less for Nurses with PTS who are rated needs improvement.
- iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Nurses with PTS who are rated unsatisfactory with goals specific to improving the Nurse's unsatisfactory performance. In those cases where a Nurse is rated unsatisfactory near the close of a school year, the plan may suggest, but not require, a range of activities during the summer preceding the next school year.
- e. **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- f. **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").
- g. **Evaluator:** The Head Nurse and any other person designated by the superintendent who holds an active administrative license and who has responsibility for observation and evaluation. The evaluator is responsible for judging professional practice. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation.

Each nurse, except the Head Nurse, shall be evaluated by the Head Nurse and the appropriate licensed building administrator where the nurse is primarily assigned or assigned most of the time. The Head Nurse shall be evaluated by the Superintendent, or his/her designee holding an active administrative license. Each nurse shall be apprised of his/her evaluators at the beginning of the academic year.

The Head Nurse and building administrator shall share the responsibilities of evaluation of a nurse as follows, unless determined otherwise by mutual agreement between the administrator and Head Nurse:

- i. Head Nurse:
 - 1. reviews the nurse's self-assessment;
 - 2. develops the nurse's goals and Educator Plan;
 - 3. completes one or more observations and provides feedback;
 - 4. provides evidence;
 - 5. reviews evidence with the building administrator; and
 - 6. in formative assessments/evaluations and summative evaluations, completes the goals portion including rating of each goal, and

gives preliminary ratings for each element in the rubric as appropriate, as well as attends meetings with the building administrator associated with these assessment and evaluations.

ii. The Building Administrator:

1. completes an additional observation(s) and provides feedback as needed;
 2. provides evidence;
 3. reviews evidence with the Head Nurse;
 4. in formative assessments/evaluations and summative evaluations, finalizes the ratings for each element in the rubric, and completes the standards and overall portions including those ratings, as well as attends meetings with the Head Nurse associated with these assessments and evaluations; and
 5. determines the nurse's next Educator Plan.
- h. **Evaluation Cycle:** A five-component process that all Nurses follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- i. **Experienced Nurse:** A Nurse with Professional Teacher Status (PTS).
- j. **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- k. **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- l. **Formative Evaluation:** An evaluation conducted at the end of Year 1 for a Nurse on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- m. **Goal:** A specific, actionable, attainable, relevant, time-bound 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 or Nurse practice in relation to indicators. Goals may be developed by individual Nurses, by the Evaluator, or by teams, departments, or groups of Nurses who have the same role.
- n. **Head Nurse:** See Appendix A Job Description.
- o. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- p. **Multiple Measures of Student Learning:** To be discussed by the parties in the future.
- q. **Nurse:** A Nurse in the Ashland Public Schools provides nursing services to students in the Ashland Public Schools. Nurses are not responsible for curriculum delivery to students.

- r. **Observation:** A data gathering process that includes notes and judgments made during one or more worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice.. Worksite observations conducted pursuant to this article must result in feedback to the Nurse using agreed upon written protocols. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Nurse, are not observations as defined in this Article. Observations may be of any duration. Philosophically, the parties agree that many unannounced observations will be at least 10 minutes.
- s. **Parties:** The parties to this agreement are the Ashland School Committee and the Ashland Educator's Association Nurses' Unit.
- t. **Performance Rating:** Describes the Nurse's performance on each performance standard and overall. There shall be four performance ratings:
 - Exemplary: the Nurse's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Nurse's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Nurse's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Nurse's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Nurse's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- u. **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- v. **Professional Teacher Status:** PTS is the status granted to a Nurse pursuant to M.G.L. c. 71, § 41.
- w. **Rating of Nurse Impact on Student Learning:** To be discussed by the parties in the future.
- x. **Rating of Overall Nurse Performance:** The Nurse's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Nurse's performance against the four Performance Standards and the Nurse's attainment of goals set forth in the Educator Plan, as follows:
 - i. Standard 1: Curriculum, Planning and Assessment
 - ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement
 - iv. Standard 4: Professional Culture

- v. Attainment of Professional Practice Goal(s)
 - vi. Attainment of Student Learning Goal(s)
- y. **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Nurses on Performance Standards, these rubrics consists of:
- i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii. Elements: Defines the individual components under each indicator
 - iv. Descriptors: Describes practice at four levels of performance for each element
- z. **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.
- aa. **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.
- bb. **Trends in student learning:** To be discussed by the parties in the future.

C. **Evidence Used In Evaluation**

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

- a. Multiple measures of student learning, growth, and achievement, which shall include:
 - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii. Measures of student progress and/or achievement toward student learning goals set between the Nurse and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv. For Nurses whose primary role is not as a classroom teacher, the appropriate measures of the Nurse’s contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Nurse’s role and responsibility.

- b. Judgments based on observations and artifacts of practice including:
 - i. Unannounced observations of practice of any duration.
 - ii. Announced observation(s) for non-PTS Nurses in their first year of practice in a school, Nurses on Improvement Plans, and as determined by the Evaluator.
 - iii. Examination of Nurse work products and artifacts.
 - iv. Examination of student work samples.
- c. Evidence relevant to one or more Performance Standards, including but not limited to:
 - i. Evidence compiled and presented by the Nurse, including :
 - 1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plans, contributions to the school community and professional culture;
 - 2. Evidence of active outreach to and engagement with families;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcomes goal(s);
 - iv) Student Feedback and Staff Feedback for administrators– see # 23-24, below;

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

D. **Rubric** Rubric shall mean a scoring tool that describes characteristics of practice or artifacts at different levels of performance used for the Nurse’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

- a. A Nurse may receive a rating of Needs Improvement on either Standard III or IV and still receive a Proficient rating overall.
- b. A rating of Proficient on Standard I may include no more than three Needs Improvement ratings on elements with no more than one Needs Improvement rating under each indicator.
- c. A rating of Proficient on Standard II may include no more than three Needs Improvement ratings on elements with no more than one Needs Improvement rating under each indicator.
- d. A rating of Proficient on Standard III may include no more than one Needs Improvement ratings on elements.
- e. A rating of Proficient on Standard IV may include no more than two Needs Improvement ratings on elements with no more than one Needs Improvement rating under each indicator.
- f. A rating of unsatisfactory on any element under Standard I and II results in an unsatisfactory rating on the entire Standard. An unsatisfactory rating on any standard results in an unsatisfactory rating overall.

- g. In Standard III, no more than one unsatisfactory rating on any element makes the Standard unsatisfactory.
- h. In Standard IV, no more than two unsatisfactory rating on any element makes the Standard unsatisfactory.

E. Evaluation Cycle: Training

- a. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Nurses, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE. Training will take place during the contractual work-day or by mutual agreement.
- b. By November 1st of the first year of this agreement, all Nurses shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Nurse hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within 30 school days of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Nurses and Evaluators focused substantially on Nurse evaluation. The superintendent, principal or designee shall:
 - i. Provide an overview of the evaluation process, including goal setting and the Educator Plans.
 - ii. Provide all Nurses with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii. The faculty meeting may be digitally recorded to facilitate orientation of Nurses hired after the beginning of the school year.
 - iv. Provide district goals/strategic plan and school improvement plan.

7) Evaluation Cycle: Self-Assessment -

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Nurse completing and submitting to the Primary Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - 1. An analysis of evidence of student learning, growth and achievement for students under the Nurse’s responsibility.
 - 2. An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
 - 3. Proposed goals to pursue:

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

B) Proposing the goals

- i) Nurses must consider goals for grade-level, subject-area, department teams, or other groups of Nurses who share responsibility for student learning and results, except as provided in (ii) below. Nurses may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Nurses in their first year of practice, the Evaluator or his/her designee will meet with each Nurse by October 1st (or within four weeks of the Nurse's first day of employment if the Nurse begins employment after September 15th) to assist the Nurse in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that a Nurse in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Nurse may address team goals.
- iv) For Nurses with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Nurses may include individual professional practice goals that address enhancing skills that enable the Nurse to share proficient practices with colleagues or develop leadership skills.
- v. For Nurses with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) Evaluation Cycle: Goal Setting and Development of the Educator Plan

- A) Every Nurse has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Nurse must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Nurses, by the Evaluator, or by teams, departments, or groups of Nurses who have the similar roles and/or responsibilities. (See Sections on Educator Plans.)
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Nurse has proposed in the Self-Assessment, using evidence of Nurse performance and impact on student learning, growth and achievement based on the Nurse's self-assessment and other sources that Evaluator shares with the Nurse. The process for determining the Nurse's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- c. Educator Plan Development Meetings shall be conducted as follows:
 - i. Nurses 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 Educator Plan. Nurses shall not be expected to meet during the summer hiatus.

- ii. For those Nurses new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii. The Evaluator shall meet individually with Nurses with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- d. The Evaluator completes the Educator Plan by November 1st. The Nurse shall sign the Educator Plan electronically within 5 school days of its receipt and may include a response which will be attached to the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Nurse’s Plan.

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

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

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

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

Nurses will be observed a minimum number of times per Educator Plan cycle as follows:

Educator Plan	Minimum Number of Unannounced observations	Minimum Number of Announced observations
2 year Self Directed	1	0

1 year Self Directed	1	0
Directed Plan	3	2
Improvement plan for one year	4	1
Improvement Plan for 6 months or less	2	1
Developing educator – first year	4	1
Developing Educator, year 2 & 3	3	1

11) Observations

The Evaluator’s first observation of the Nurse should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The parties agree that individual styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.

A) Unannounced Observations

- i) The Nurse will be provided with at least brief electronic feedback from the Evaluator within 3-5 school days of the observation, with notice by e-mail.
- ii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one unannounced observation of at least 30 minutes in duration within 30 school days. No other observations may take place until the day after the feedback has been provided.
- iii. An observation which may result in disciplinary action shall be brought to the immediate attention of the Nurse and will schedule a post observation conference within five school days where both the Nurse, the evaluator and, at the request of the Nurse, an AEA representative can be present. The Nurse shall be given a written document that summarizes the issue, the action(s) to be taken to correct it, and a time frame for completion of such actions.

B) Announced Observations

- i) All non-PTS Nurses in their first three years in the school, PTS Nurses on Improvement Plans and other Nurses at the discretion of the evaluator shall have at least one Announced Observation.
 1. The Evaluator shall select the date and time for the observation and discuss with the Nurse any specific goal(s) for the observation.
 2. The Evaluator and Nurse shall meet for a pre-observation conference which may be by telephone for nurses most recently rated proficient or exemplary. The Nurse will inform the Evaluator of any information that will assist the Evaluator to assess performance.

The Nurse will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Nurse as soon as reasonably practical.

3. Nurses will complete a reflection form in advance of their post observation conference as a way to prepare for the conference with the evaluator. The Nurse will keep the reflection form to use with her/his self assessments in the future. The reflection form may be maintained electronically.
 4. The Evaluator shall provide the Nurse with electronic feedback, with notice by e-mail, within 5 school days of the post-observation conference. For any standard where the Nurse's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. Describe the basis for the Evaluator's judgment.
 - b. Describe actions the Nurse must take to improve his/her performance.
 - c. Identify support and/or resources the Nurse may use in his/her improvement.
 - d. State that the Nurse is responsible for addressing the need for improvement.
- ii) No other observations may take place until the day after the feedback has been provided.
 - iii) An observation which may result in disciplinary action shall be brought to the immediate attention of the Nurse and the Evaluator will schedule a post observation conference within five school days where both the Nurse, the evaluator and an AEA representative can be present. The Nurse shall be given a written document that summarizes the issue, the action(s) to be taken to correct it, and a time frame for completion of such actions. Within 5 school days of the observation, the Evaluator and Nurse shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Nurse, but shall be rescheduled within 24 hours if possible.
 - iv. Nothing in this section 10) shall prevent the Evaluator from observing a Nurse the following school day after having provided immediate feedback to an observation.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Nurses with feedback for improvement. Evaluators are expected to make frequent unannounced visits. 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 rubric.
- B) Formative Assessment will be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For a Nurse on a two-year Self-

Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides feedback and ratings to the Nurse about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than ten school days before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with notice to the Nurse, the Nurse shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Nurse may provide to the evaluator additional evidence of the Nurse's performances against the four Performance Standards.
 - e. 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 copy to the Nurse with an email notice to the Nurse. All Formative Assessment reports must be signed electronically by the Evaluator.
 - g. The Nurse may reply electronically to the Formative Assessment report within 5 school days of receiving the report.
 - h. The Nurse shall sign the Formative Assessment report electronically within 5 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
 - i. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - j. If the rating in the Formative Assessment report differs from the last summative rating the Nurse received, the Evaluator may place the Nurse on a different Educator Plan, appropriate to the new rating.

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

- A) Nurses on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Nurse's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Nurse on a different Educator Plan, appropriate to the new rating.
- B) The Formative Evaluation report provides feedback and ratings to the Nurse about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with notice provided to the Nurse, the Nurse shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Nurse may also provide to the evaluator additional evidence of the Nurse's performance against the four Performance Standards.

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

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Nurses on a one or two year Educator Plan, the summative report must be provided to the Nurse by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the evaluator shall determine the overall summative rating that the Nurse receives.
- D) For a Nurse whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Nurse's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence.
- F) To be rated proficient overall, the Nurse shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with notice provided to the Nurse, the Nurse will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Nurse may also provide to the evaluator additional evidence of the Nurse's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Nurse electronically no later than May 15th.
- J) The Evaluator shall meet with the Nurse rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- k. The Evaluator shall meet with the Nurse rated proficient or exemplary to discuss the summative evaluation. The meeting shall occur by June 10th in person or by telephone.
- l. Upon mutual agreement, the Nurse and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- m. The Nurse shall electronically sign the final Summative Evaluation report by June 15th. The signature does not indicate agreement or disagreement with its contents.
- n. The Nurse shall have the right to respond electronically to the summative evaluation which shall become part of the final Summative Evaluation report.
- o. A hard copy of the signed final Summative Evaluation report shall be filed in the Nurse's personnel file.

15) Educator Plans – General

- A) Educator 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 Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement of health awareness of students;
 - iii. An outline of actions the Nurse must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Nurse will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, study groups with peers, and implementing new programs.
- C) It is the Nurse's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Nurses without PTS, and, at the discretion of the Evaluator, Nurses with PTS in new assignments.
- B) The Nurse shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Nurses with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is moderate or high when such data is available for nurses. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Nurses with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low when such data is available for nurses. 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) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Nurses with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Nurse at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For a Nurse on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Nurse on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For a Nurse on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Nurse as unsatisfactory and will place the Nurse on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Nurses with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best nursing practice, 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 30 school days and no more than one school year. In the case of a Nurse receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may suggest a range of activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Nurse at the end of the period determined by the Evaluator for the Plan.
- D) 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:
- i) Within ten school days of notification to the Nurse that the Nurse is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Nurse to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Nurse.
 - ii) The Nurse may request that a representative of the Ashland Educator's Association attend the meeting(s).
 - iii) If the Nurse consents, the Ashland Educator's Association will be informed that a Nurse has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s), indicators, elements and/or student outcomes that must be improved;
 - ii) Describe the activities and work products the Nurse must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Nurse;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s) and elements;
 - vi. Identify the individuals assigned to assist the Nurse which must include minimally an Evaluator; and,
 - vii. Include the electronic signatures of the Nurse and Evaluator.
- H) An electronic copy of the signed Plan shall be provided to the Nurse. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Nurse's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 1. If the Evaluator determines that the Nurse has improved his/her practice to the level of proficiency, the Nurse will be placed on a Self-Directed Growth Plan.
 - 2. In those cases where the Nurse was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Nurse is making substantial progress toward proficiency, the Evaluator shall place the Nurse on a Directed Growth Plan.
 - 3. In those cases where the Nurse was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the

Evaluator determines that the Nurse is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Nurse be dismissed.

4. If the Evaluator determines that the Nurse’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Nurse be dismissed.

(I) Timelines (Dates in italics are provided as guidance)

A) Nurses on one-Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and Nurses to explain evaluation process	September 15
Evaluator meets with first-year Nurses to assist in self-assessment and goal setting process Nurse submits self-assessment and proposed goals	October 1
Evaluator meets with Nurses in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Nurse	November 15
Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or 10 school days before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Nurses on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Nurse	February 15
Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Nurses whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Nurses whose ratings are proficient or exemplary at request of Evaluator or Nurse	June 10

Nurse signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15
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B) Nurses with PTS on Two-Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting	June 10 of Year 2
Evaluator and Nurse sign Summative Evaluation Report	June 15 of Year 2

C) Nurses on Plans of Less than One Year

- i. The timeline for Nurses on Plans of less than one year will be established in the Educator Plan.

21. This Section intentionally left blank.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Nurse Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. This section intentionally left blank.

26. 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 ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
 - 3. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
 - 4. The parties agree this agreement may be reopened at the request of either party to negotiate changes arising out of regulation 603 CMR 35.00 or specifications by the Massachusetts DESE pertaining to educator evaluations.
- (i) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. This includes, but is not limited to, a process free of arbitrary or capricious practice or judgment. When the evaluation process results in the termination or non-renewal of a Nurse, then no financial remedy or reinstatement shall issue if there was substantial compliance.

APPENDIX D

(See Attached Appendix D – Separate Document)