

AGREEMENT

between the

**BURLINGTON
SCHOOL
COMMITTEE**

and the

**BURLINGTON
SCHOOL NURSES'
ASSOCIATION**

**July 1, 2008
to
June 30, 2011**

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Pursuant to the provisions of Section 178L of chapter 150E of the General Laws of Massachusetts, this contract is made this 23rd day of June 2009, by the School Committee of the Town of Burlington (hereinafter sometimes referred to as the Committee) and the Burlington School Nurses' Association (hereinafter sometimes referred to as the Association), Unit C of the Burlington Educators Association.

ARTICLE I Recognition

Section 1: For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional personnel: All School Nurses and the Supervisor of Nurses. All school nurses must be registered nurses.

Section 2: It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of school health services in the Town of Burlington, provide for orderly professional negotiation between the Committee and Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

Section 3: The Committee and the Association agree to the present conditions of employment except as specifically amended by the terms of this agreement.

ARTICLE II Grievance Procedure

- A. 1. A grievance is defined as a complaint by a nurse or group of nurses that, as to the complainant, there has been a violation or inequitable application of a provision of this agreement.
2. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. Grievances submitted after June 1 will be processed as speedily as practicable.
3. All dates from receipt of grievance through action taken shall be attested to in all correspondence.
- B. Level One: A nurse with a grievance will first discuss it with his/her principal or immediate supervisor, either directly or through the Association's school representative, with the object of resolving the matter informally. All decisions at this level shall be reported within seven (7) school days in writing to the building principal and shall be subject to the approval of the building principal with copies of such decision sent to the Superintendent of Schools.

Level Two: If the grievance is not settled within five (5) school days after presentation at Level One, the Association may within five (5) school days thereafter and upon written request of the aggrieved person, refer it to the Superintendent of Schools in writing setting forth all facts and information in detail relating to such alleged grievance. If the grievance is not received by the Superintendent of Schools within fifteen (15) school days after the date on which the alleged grievance was considered at Level One, the grievance shall be considered waived.

Level Three: If the grievance is not settled within fifteen (15) school days from the receipt of the grievance by the Superintendent of Schools the Association, upon written request of the aggrieved party, may submit said grievance in writing to the School Committee.

Level Four: If the grievance is not settled at Level Three and within ten (10) school days of the decision rendered by the School Committee at Level Three the Association, at an officially announced meeting of said Association, determines by majority recorded vote that the grievance is meritorious and involves the interpretation, meaning, or application of any of the provisions of this agreement, it may within fifteen (15)

school days after written notification to the School Committee and upon written request of the aggrieved person, refer to arbitration as hereinafter provided.

1. Within ten (10) school days after such time limitations of Level Four, the Association may submit such grievance to the Board of Conciliation and Arbitration established under Chapter 150 of the General laws of Massachusetts for arbitration and decisions in accordance with the applicable rules of the said Board. In the event an arbitrator is unavailable from the State Board within sixty (60) days, the School Committee and Association will jointly select a mutually agreed upon arbitrator.
 2. The arbitrator will confer with representatives of the School Committee and the Association and hold hearings promptly and will issue his decision not later than twenty (20) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
 3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.
- C.
1. Each party in interest must be present and may be represented in his presentation at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or any officer of any nurse organization other than the Association. When a nurse is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.
 2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedure set forth herein. Each grievance submitted shall contain specific reference to the contract items on which the grievance is based.
 3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE III Work Year/Work Day

Work Year

For the duration of this contract, the work year for nurses covered by the salary schedule set forth in Appendix A shall be no more than one hundred eighty-five (185) work days. Two of these days will be designated for professional development.

Effective July 1, 2009 the work year will be 184 days and set as follows: 180 days will be with students, two days will be immediately preceding the students' school year, one day will be for professional development, and one day will be immediately following the students' last day. On the first day that the Nurses return to work, they will be notified of which day will be used for professional development.

The Supervisor of Nurses may work an additional ten (10) days during the summer at the per diem rate of 1/185th of his/her salary. The number of days, time period, and scope of work will be determined by the Director of Pupil Services and the Superintendent or designee.

Work Day

Every nurse shall be in his/her school building and available for duty twenty (20) minutes before the opening exercises and thirty (30) minutes after the school closing time.

According to the paragraph above, Nurses may be assigned a duty, outside of their normal responsibilities, in close proximity to the nurse's office. This will be at the Building Principal's discretion, not to exceed twice per week. A nurse will not be held responsible for a delay in medical attention when on duty.

Work Load

The Burlington School Department shall maintain a Nurse to Student ratio of 1/750 system-wide inclusive of all schools and total student population. The School Department shall make every effort to maintain a staffing level of one school nurse for each school in the system for each day that school is in session.

ARTICLE IV Leave Provisions

Sick Leave

Each member of this bargaining unit shall be entitled to fifteen (15) days of annual sick leave, which, if unused, may be accumulated from year to year without limitation. On or before September 30 of each school year, each nurse shall be given a written accounting of his/her accumulated sick leave.

In the case of serious illness of husband, wife, child, or parent of either spouse, the staff members may use accumulated sick leave not to exceed five (5) working days within a school year. Further use of accumulated sick leave for family illness will require the permission of the Superintendent of Schools.

Personal Leave

Each nurse shall be entitled to two (2) personal days annually which shall be accumulated as sick leave when not used during the year in which it was earned.

Administrative Leave

Administrative leaves will be granted in addition to other paid leave days for the following reasons:

1. Time necessary for appearances in any legal proceeding connected with the nurse's employment.
2. Time necessary for the Chairman of the PR&R Committee and the individual nurse initiating a grievance, or in the case of a class grievance, the President will represent the group and attend the grievance or arbitration hearings scheduled during working hours.
3. Time necessary for one (1) Association representative to attend such labor relation hearings as scheduled by a State Board or Commission if such hearings pertain to the bargaining unit.
4. Leave of absence with pay will be granted in the event of the death of husband, wife, child, parent of either spouse, brother or sister of individuals subject to these rules, or a person living in the immediate household of an individual subject to these rules. Such leave shall not exceed for (4) consecutive days.
5. Two (2) days leave of absence with pay will be granted for Jewish High Holidays (Rosh Hashanah and Yom Kippur) and one (1) day for Orthodox Good Friday where applicable.
6. One (1) day of leave of absence with pay will be granted for the purpose of attending conferences or meetings that carry continuing education units and are related to the functions of a school nurse subject to prior approval of the Director of Pupil Services.

Sick Leave Bank

Members of this bargaining unit shall continue to be eligible for participation in the Sick Leave Bank of the Burlington Educators Association.

Maternity Leave

Maternity leave will be granted in accordance with the Family and Medical Leave Act of 1993.

ARTICLE V

Lunch Time

Employees of this unit shall receive a duty-free lunch period equal in time to that of the pupils in the employee's assigned school. The time of day at which said lunch period is taken will be determined by the building principal of said assigned school. Whenever possible, said lunch period will be scheduled between 11 a.m. and 12:30 p.m.

ARTICLE VI

Substitute Nurses

The School Committee will make every effort to provide a substitute nurse when a regular nurse is absent.

A substitute nurse will be provided for the equivalent of four (4) school days to provide coverage for nurses at the elementary level when they are providing puberty instruction to fourth and fifth grade girls and boys.

ARTICLE VII

Meetings

Nurses will be available for staff meetings the second Wednesday of each month as deemed necessary by the Director of Pupil Services. Meetings will start no later than thirty (30) minutes after the end of the nurse's work day of the earliest closing school. These meetings shall not exceed two (2) hours.

ARTICLE VIII

Travel Allowance

Employees of this unit who must use their personal cars in the course of fulfilling their duties will be reimbursed at the average rate paid to Town employees for said travel. Excluded specifically are miles traveled between the employee's home and school.

ARTICLE IX

Insurance and Annuity Plan

A. The School Committee agrees to offer the following types of insurance coverage:

1. A \$5,000 term life insurance plan to be made available to all members of the unit. Premiums are to be fully paid for by the individual member.
2. Individual or family health care plans, whichever applies in the particular case, (for Blue Cross Blue Shield or its equivalent) the same plans as being offered to other Town employees. The parties agree to amend the employer/employee contribution rate for HMO health insurance premiums so that the employee's share will be 30%, and the employer's share will be 70% effective January 1, 2010.
3. Any other insurance plans which the Town of Burlington may offer for Burlington School Department Employees and retired employees.
4. Effective January 1, 2010, the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town of Burlington.

5. The School Committee as the bargaining agent for the Town of Burlington regarding health insurance issues agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.
- B. Nurses will be eligible to participate in a “Tax Sheltered” Annuity Plan established pursuant to United States Public Law No. 87-370.
 - C. Effective July 1, 2010, the Burlington School Department shall match contributions to an established 403B plan up to \$200 per member.
 - D. The union agrees to withdraw with prejudice the unfair labor practice charges (Case Nos. MUP-06-4626 and MUP-06-4627) that were filed by the Union against the School Committee and the Town regarding the change in co-pay structure that went into effect in or around January of 2006. The School Committee agrees to establish a reimbursement fund for all nurses who paid higher co-pays between the date of the change in co-pay structures and June 30, 2008. The higher co-pays paid will be offset by the amount of premium that was saved by each nurse between the date of the change and June 30, 2008, which resulted from the change in plan design/co-pay structure (i.e. – the difference between the premiums paid and what the premiums would have been under the previous co-pays structure). To be eligible for reimbursement, a nurse must provide appropriate receipts. The reimbursement fund will not apply to any co-pays paid after June 30 2008.

**ARTICLE X
Dues Deduction**

Members of this unit shall be entitled to dues deductions that are prorated throughout the school year.

**ARTICLE XI
Salaries**

The salaries shall be as contained in Appendix A.

Payment of Wages

All employees covered by this agreement shall have the option of being paid in twenty-six (26) equal installments with the first pay being no later than the second Thursday after nurses return to work or twenty-two (22) equal installments with the first pay being no later than the second Thursday after nurses return to work. A pay schedule shall be published by the Burlington School Department no later than the second Tuesday of September of each year of this agreement. Summer pay (for 26 pays) shall be issued in four separate checks issued no later than the Thursday following the last day of school for students. Pay option must be selected no later than July 25th prior to the start of the school year.

**ARTICLE XII
Longevity**

A longevity stipend, as detailed below, shall be paid to each member of the unit who has completed the required years of service for each level. These payments will be made on a prorated basis throughout the school year.

Effective July 1, 2008

Years of Service Completed	Stipend
15 to 20	\$750.00
21 to 25	\$1,000.00
26 to 30	\$1,500.00
30+	\$2,000.00

Effective July 1, 2010

Years of Service Completed	Stipend
15 to 20	\$1,000.00
21 to 25	\$1,250.00
26 to 30	\$1,750.00
30 +	\$2,250.00

ARTICLE XIII

Agency Fee

The collective bargaining agreement entered into by the Burlington School Committee and the Association contains an agency service fee. In essence this means that all individuals in the unit who are not members of the Association are required to pay a sum of money each year to cover the costs of bargaining and maintaining the contract. This fee is set by law to be "the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates." At the end of each school year those paying agency fees may obtain a rebate of that part of said employee's service payment...that represents a pro rata share of expenditures by the organization or its affiliates for:

1. Contributions to political candidates or political committees formed for a candidate or political party.
2. Publicizing of an organizational preference for a candidate for political office.
3. Efforts to enact, defeat, repeal, or amend legislation unrelated to the wages, hours, standard of productivity and performance, and other terms and conditions of employment, and the welfare of the working environment of employees represented by the exclusive bargaining agent or its affiliates.
4. Contributions to charitable, religious, or idealistic causes not germane to its duties as the exclusive bargaining agent.
5. Benefits which are not germane to the governance or duties as bargaining agent of the exclusive bargaining agents or its affiliates and available only to the members of the employee organization.

In summary: Staff who are not members of the Association are liable for a service fee equal to the dues of the Association, MTA, or NEA. This fee is due by October 15 of each school year unless the individual has the fee collected through payroll deduction. An individual is entitled to a rebate for all monies spent under payroll deduction. An individual is entitled to a rebate for all monies spent under 1, 2, 3, 4, and 5 above. To obtain the rebate the individual must file in writing to the Association President between June 1 and June 30 of each school year.

Individuals paying the service fee have a right to vote on the ratification of the agreement. An individual who feels the fee is unfair or is improperly determined may file a complaint with the State Labor Relations Commission located at 399 Washington Street, Boston, MA. The Association has the sole responsibility of defending the amount of the agency fee.

ARTICLE XIV

Evaluations

- A. All monitoring or observation of the work performance of a nurse will be conducted openly and with full knowledge of the nurse. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Nurses will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss such report with their supervisor. Nurses will acknowledge having seen the report by affixing their signature to the evaluation report.

- B. Nurses will have the right, upon request, to review the contents of their personnel file. A nurse will be entitled to have a representative of the Association accompany him/her during such review and must have either the Superintendent or designee in attendance.
- C. In the case of any complaints regarding a professional staff member made to any official of the School Department, the complainant shall be referred to the staff member's immediate superior. That staff member shall be notified of the complaint. No nurse will be reprimanded because of a complaint from a parent, student or any other person outside the administration without the right to present his/her case or viewpoint. Nothing shall be inserted into a staff member's personnel file regarding a complaint until after the nurse is allowed to provide his or her viewpoint and the letter is discussed with the nurse at a meeting between the nurse, (who may be accompanied by an Association representative) and his or her supervisor.
- D. All formal evaluations shall be performed in accordance with the procedures and instrument contained in Appendix C attached hereto and part hereof.

ARTICLE XV
Continuing Professional Education

The Burlington School Department agrees to reimburse employees covered by this agreement a total of \$150 per person during the term of this agreement for continuing education credits, nurses' licenses, and any state certifications.

ARTICLE XVI
Duration

This contract shall continue in full force and effect from July 1, 2008 through June 30, 2011. Notice of intent of either party to enter into negotiations on a subsequent agreement must be filed in writing with the other party on or before October 1, 2010 and negotiations shall proceed within thirty (30) days of such filing.

If the Committee and the Association fail to reach agreement within a reasonable time, either party may petition to the State Board of Conciliation and Arbitration to initiate mediation or fact-finding in accordance with Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

ARTICLE XVII
Nurses' Rights

No nurse shall be discharged, suspended, formally reprimanded, or reduced in rank or compensation without just cause.

There will be no reprisals, discrimination, coercion or other such action against any person by reason of his/her membership or his/her participation in activities of the Association or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any conditions or terms of employment.

APPENDIX A
Schedule I – Salaries

Effective July 1, 2008 – June 30, 2009 - 3% increase,

Effective July 1, 2009 - June 30, 2010 – 1.5% increase.

Effective January 1, 2010- addition of \$300 to each step,

Effective July 1, 2010 – June 30, 2011- 1.5% increase, add a Step 11 at \$800 above Step 10,

Effective January 1, 2011- June 30, 2011 addition of \$300 to each step.

2008-2009				
Effective July 1, 2008				
Step	BA	BA+15	MA	MA+15
1	\$38,031.65	\$39,124.37	\$40,326.37	\$41,419.10
2	\$39,779.08	\$40,871.81	\$42,073.81	\$43,166.54
3	\$41,527.67	\$42,620.40	\$43,822.40	\$44,915.13
4	\$43,275.10	\$44,367.83	\$45,569.83	\$46,662.55
5	\$45,022.54	\$46,115.26	\$47,523.79	\$48,616.52
6	\$46,772.27	\$47,865.00	\$49,067.00	\$50,159.72
7	\$48,519.71	\$49,612.43	\$50,814.43	\$51,907.16
8	\$50,267.13	\$51,359.86	\$52,561.86	\$53,654.58
9	\$51,914.75	\$53,007.48	\$54,209.48	\$55,302.20
10	\$52,953.04	\$54,067.63	\$55,293.67	\$56,408.25

Effective July 1, 2009				
1.50%				
Step	BA	BA+15	MA	MA+15
1	\$38,602.12	\$39,711.24	\$40,931.27	\$42,040.39
2	\$40,375.77	\$41,484.89	\$42,704.92	\$43,814.04
3	\$42,150.59	\$43,259.71	\$44,479.74	\$45,588.86
4	\$43,924.23	\$45,033.35	\$46,253.38	\$47,362.49
5	\$45,697.88	\$46,806.99	\$48,236.65	\$49,345.77
6	\$47,473.85	\$48,582.98	\$49,803.01	\$50,912.12
7	\$49,247.51	\$50,356.62	\$51,576.65	\$52,685.77
8	\$51,021.14	\$52,130.26	\$53,350.29	\$54,459.40
9	\$52,693.47	\$53,802.59	\$55,022.62	\$56,131.73
10	\$53,747.34	\$54,878.64	\$56,123.08	\$57,254.37

2009 - 2010				
Effective January 1, 2010				
\$300.00				
Step	BA	BA+15	MA	MA+15
1	\$38,902.12	\$40,011.24	\$41,231.27	\$42,340.39
2	\$40,675.77	\$41,784.89	\$43,004.92	\$44,114.04
3	\$42,450.59	\$43,559.71	\$44,779.74	\$45,888.86
4	\$44,224.23	\$45,333.35	\$46,553.38	\$47,662.49
5	\$45,997.88	\$47,106.99	\$48,536.65	\$49,645.77
6	\$47,773.85	\$48,882.98	\$50,103.01	\$51,212.12
7	\$49,547.51	\$50,656.62	\$51,876.65	\$52,985.77
8	\$51,321.14	\$52,430.26	\$53,650.29	\$54,759.40
9	\$52,993.47	\$54,102.59	\$55,322.62	\$56,431.73
10	\$54,047.34	\$55,178.64	\$56,423.08	\$57,554.37

	Effective July 1 , 2010			1.50%
Step	BA	BA+15	MA	MA+15
1	\$39,485.66	\$40,611.40	\$41,849.73	\$42,975.49
2	\$41,285.90	\$42,411.66	\$43,649.99	\$44,775.75
3	\$43,087.34	\$44,213.10	\$45,451.43	\$46,577.19
4	\$44,887.59	\$46,013.35	\$47,251.68	\$48,377.43
5	\$46,687.85	\$47,813.59	\$49,264.70	\$50,390.45
6	\$48,490.46	\$49,616.22	\$50,854.55	\$51,980.30
7	\$50,290.72	\$51,416.47	\$52,654.80	\$53,780.55
8	\$52,090.95	\$53,216.71	\$54,455.04	\$55,580.79
9	\$53,788.37	\$54,914.13	\$56,152.46	\$57,278.21
10	\$54,858.05	\$56,006.32	\$57,269.42	\$58,417.69
11	\$55,658.05	\$56,806.32	\$58,069.42	\$59,217.69

	2010 - 2011			
	Effective January 1, 2011			\$300.00
Step	BA	BA+15	MA	MA+15
1	\$39,785.66	\$40,911.40	\$42,149.73	\$43,275.49
2	\$41,585.90	\$42,711.66	\$43,949.99	\$45,075.75
3	\$43,387.34	\$44,513.10	\$45,751.43	\$46,877.19
4	\$45,187.59	\$46,313.35	\$47,551.68	\$48,677.43
5	\$46,987.85	\$48,113.59	\$49,564.70	\$50,690.45
6	\$48,790.46	\$49,916.22	\$51,154.55	\$52,280.30
7	\$50,590.72	\$51,716.47	\$52,954.80	\$54,080.55
8	\$52,390.95	\$53,516.71	\$54,755.04	\$55,880.79
9	\$54,088.37	\$55,214.13	\$56,452.46	\$57,578.21
10	\$55,158.05	\$56,306.32	\$57,569.42	\$58,717.69
11	\$55,958.05	\$57,106.32	\$58,369.42	\$59,517.69

Note: For those nurses not having a Bachelor's Degree, the salary structure will reflect a reduction of \$900.

Nurses entering Burlington will be given credit for all prior experience when placed on the salary schedule.

Proof of credits earned toward a Master's Degree must be submitted on or before September 1 for the year to which it applies.

Schedule II – Stipends

Supervisor of Nurses	10% Annual Salary
Medical Careers Club	\$2,000 effective 2007-2008
	\$2,100 effective 2009-2010

Schedule III – Work Beyond Normal Year and Day

Members of this unit shall receive 1/185th per diem of their salary for duties required and assigned by the administration beyond the regular work year.

The pro rata hourly rate shall be paid to the unit member for work similar in nature to regular duties performed beyond the regular work year with a minimum of two hours pay per day or event. The rate of \$35 per hour will be

paid for additional hours performed for assigned duties during the school year. Summer work that is outside of one's regular duties shall be paid at a rate of \$35 per hour.

APPENDIX B
Attendance Incentive Program

Nurses who use five (5) or fewer sick leave days in a school year may choose to participate in the Attendance Incentive Program at the rate of one hundred dollars (\$100) per unused sick leave day for up to five (5) days per school year.

Leave Days Utilized	Incentive Days	Incentive Amount
0	5	\$500.00
1	4	\$400.00
2	3	\$300.00
3	2	\$200.00
4	1	\$100.00
5	0	-

APPENDIX C
Evaluation Procedures

- A. The Director of Pupil Services will determine who shall be the Prime Evaluator. The Prime Evaluator is the major source of assessing the work habits and interactions of nurses with other staff members, as well as parents, students, and the community at large. (According to the philosophy of the Burlington School Department.)
- B. In the case of the traveling nurse(s), the evaluation will be done by the Director of Pupil Services in consultation with the school principal(s) and the Supervisor of Nurses. The Supervisor of Nurses will be evaluated by the Director of Pupil Services in consultation with the school principal(s).
- C. The Prime Evaluator will endeavor: (1) to ensure that performance standards are met, and (2) to give constructive support as deemed necessary to accomplish this end.
- D. There should be a pre-evaluation conference by September 30 with the Prime Evaluator and evaluatee for the purpose of defining needs for the building involved and any goals or matters either may wish to discuss.
- E. Instrument to be submitted for review to the Superintendent and School Committee.
- F. Completed evaluations to be filed in the individual's personnel folder.
- G. All staff shall be evaluated at least once annually. Evaluations shall be completed by May 1.

**BURLINGTON PUBLIC SCHOOLS
BURLINGTON, MASSACHUSETTS**

School Nurse Performance Standard

Name: _____

School: _____

Professional Duties:

	Excellent	Good	Needs Improvement	Unsatisfactory
1. Demonstrates competency in the area of school health by acting as a health resource person for students, colleagues and parents.				
2. Demonstrates an interest in and concern for the prevention of disease and promotion of health.				
3. Communicates with other school nurses, specialists and administrators to meet the special health needs of students.				
4. Develops Individual Health Care Plans for students with acute and chronic health issues.				
5. Handles sensitive information with discretion and maintains confidentiality.				
6. Uses time and health room space productively and efficiently.				
7. Carries out reasonable and routine health room rules and procedures.				
8. Communicates effectively with students.				
9. Encourages students to take responsibility for their own health needs.				
10. Documents interventions with staff and students through the use of the daily log.				
11. Meets deadlines and fulfills responsibilities.				
12. Attends and participates in nurses' staff meetings and staff development days.				
13. Establishes a system that provides emergency information and phone numbers for all students and staff, consistent with the area of confidentiality.				

Professional Growth:

	Excellent	Good	Needs Improvement	Unsatisfactory
1. Keeps current in the field and applies knowledge to the health care of students and staff.				
2. Demonstrates evidence of use of nursing theory by sharing information with peers, students, family, staff, other professionals, and the community to assist change.				
3. Seeks out information and is receptive to suggestions for growth and improvement..				
4. Contributes to the ongoing evaluation of the health services program.				
5. Participates in appropriate professional development activities such as conferences, inservice training and professional study.				

**School Nurse Performance Standard
Page Two**

Professional Responsibility:

	Excellent	Good	Needs Improvement	Unsatisfactory
1. Communicates and shares ideas with administration.				
2. Assists the administration in implementing policies and procedures.				
3. Works collaboratively with other staff members and administration to implement appropriate nursing programs.				
4. Observes established school system medical policies and procedures.				
5. Informs parents of student's health status and works with them to meet their health needs.				
6. Demonstrates enthusiasm for school nursing and preventative health care and makes significant effort to communicate that enthusiasm to students, parents and colleagues.				
7. Demonstrates sensitivity to differences in gender, social and cultural backgrounds.				
8. Maintains appropriate professional behaviors in all interactions with students, parents and colleagues.				
9. Maintains appropriate professional boundaries with students.				

Comments:

Date

Nurse's Signature

Supervisor's Signature

**Side Letter of Agreement
Between
The Burlington School Administration
The Burlington School Committee
And
The Burlington Educators Association**

The Superintendent of Schools has a responsibility to students and staff to ensure that employees who are present at work are fit for work. The Superintendent of Schools, acting in his/her capacity as employer, has the discretion to require a second medical opinion from a medical practitioner of his/her choosing or additional medical assessment by the employee's doctor when there is a reasonable basis for questioning whether the employee is disabled from work and/or whether the employee is fit to undertake his/her duties. Teachers will not be requested and/or ordered to participate in a medical evaluation or an assessment of their physical, emotional or mental health unless there is a documented basis for the request and/or order and this request/order is delineated in writing to the teacher with a copy to the President of the Association.

The basis for such a request/order may be based on a demonstrated pattern of the following indicators:

- Complaints of inappropriate verbal conduct or any conduct indicating an inability to exercise self control and self discipline;
- An abrupt change in customary behavior resulting in an inability to perform essential functions of the position;
- Irrational verbal conduct or behaviors, including delusions and hallucinations;
- Suicidal statements or behaviors, or personal expressions of mental instability;
- Unexplained and excessive tiredness or hyperactivity;
- Diagnosis of a life threatening eating disorder;
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use;
- Memory losses;
- A pattern of impatience or impulsiveness, especially with a loss of temper;
- Unexplained and excessive lateness or absenteeism;
- Physical injury or illness that creates a reasonable concern that an employee is unable to safely perform the essential functions of his or her position;
- The extent to which a period of rehabilitation has been satisfactorily completed;
- The validity of the report of the employee's personal medical practitioner;
- The extent to which the employee's medical practitioner has taken into consideration the demands of the workplace.

If the results of the examination show that the employee qualifies for a reasonable accommodation, the employee will be afforded all of his or her rights in accordance with the Americans with Disabilities Act and General Laws 151B. Furthermore, if an employee demonstrates the need or requests a reasonable accommodation, the employer reserves the right to seek a second medical opinion as part of determining whether or not a reasonable accommodation can be granted.

The Association reserves the right to challenge any request and/or order from the Superintendent to a member who will require the member to participate in a medical evaluation or assessment. The Association right to challenge the request/order will include any and all rights pursuant to the collective bargaining agreement and the Law. The parties agree to utilize an expedited arbitration process to settle challenges not resolved in the grievance procedure.

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Burlington Public Schools School Committee Acceptable Use Policy
March 2008

Introduction

This Computer Access Use Policy for the Burlington Public Schools is enacted by the School Committee to provide the parents, students and staff of the Burlington School Community with a statement of purpose and explanation of the use of technology within the Burlington learning community. This policy is reinforced by practice, acceptable use standards and an Acceptable Use Agreement Form which all users are required to read and sign before accessing the computer resources, electronic resources and network infrastructure.

Purpose

The Burlington Public Schools encourages the use of information technology to assist staff and students with academic success, preparation for the workplace and life long learning. The Burlington Public Schools provides access to a wide range of information technology to support learning and communicating with others. Information technology will be used to increase communication, enhance productivity and assist staff and students in upgrading existing skills and acquiring new skills. The computer resources, electronic resources and network infrastructure will also be utilized to provide relevant school information to the community.

Implementation of this Policy

The Superintendent of Schools or his/her designee(s), shall develop and implement administrative regulations, procedures, terms and conditions for use and user agreements consistent with the purposes and mission of the Burlington Public Schools as well as with applicable laws and this policy.

Definitions

“Information technology” is defined as Internet access, blogging, podcasting, email, published and non-published documents, and various forms of multimedia technology.

“Computer resources, electronic resources and network infrastructure” is defined as the Burlington Public Schools network, the Internet, E-mail, hardware, software, printers, peripheral devices and individual computer work stations.

“Educational use” is defined as a use that supports communication, research and education.

Technology Related Services Provided by the Burlington Public Schools

E-Mail - Email allows employees and students to communicate with people throughout the world. Staff is provided E-Mail Accounts. Special class use accounts for teachers and special student e-mail projects may be provided.

World Wide Web - The internet provides access to a wide range of information in the form of graphics, text, photographs, video and sound files throughout the world. This tool is maintained and supported for educational purposes. Incidental personal use is permitted.

Hardware and Software Resources - The Burlington Public Schools provides network servers, computers, printers and many peripheral devices, to support instruction and administrative activities. Other resources include productivity software, research and electronic reference software, diagnostic, assessment and reporting tools.

Content Filtering

The Burlington Public Schools uses software designed to block access to certain sites and filter content as required by the Children's Internet Protection Act. Burlington Public Schools is aware that not all inappropriate information can be filtered and the district will make an effort to correct any known gaps in the filtering of information without unduly inhibiting the educational use of age appropriate content by staff and students. Users will inform the teacher or administrator of any inadvertent access to inappropriate material in order that there is appropriate modification of the filtering profile.

User Access

Access to information technology through the Burlington Public Schools is a privilege, not a right. Students, parents, and staff shall be required to sign an Acceptable Use Agreement Form acknowledging an understanding of the guidelines and agreeing to comply with them in order to obtain access privileges. No access will be granted without a signed an Acceptable Use Agreement Form.

The Burlington Public School Acceptable Use Policy shall govern all use of computer resources, electronic resources and network infrastructure. Student use of the computer resources, electronic resources and network infrastructure will be governed by the Burlington School committee disciplinary policies as outlined in the policy manual of the district and the student's school handbook. Please note, laptop use is addressed through the Laptop Appropriate Use Procedures and its sign off.

Because information technology is constantly changing, not all circumstances can be anticipated or addressed in this policy. All users are expected to understand and comply with both the "letter" and the "spirit" of this policy and show good judgment in their use of these resources.

User Responsibilities

Some examples of inappropriate and/or illegal use are: (This is not an exhaustive list of all possible inappropriate uses)

- Sharing and/or distribution of passwords or using another student or faculty member's password.
- Intentional viewing, downloading or distribution of inappropriate and/or offensive materials.
- Using obscene language, harassing, insulting or bullying others
- Posting of private or personal information about another person
- Spamming of the school email system
- Violating of federal or state law, local regulation or school committee policy.
- Accessing other user folders, work or files on the Burlington network
- Installation of any shareware, freeware and other commercial software on school computers or servers
- Intentionally distributing computer spy ware and or computer viruses on district computers or network servers.
- Gaining unlawful access to other computers, networks or information systems for the purpose of "hacking" and/or deliberately uploading/downloading viruses or other harmful forms of programming or vandalism.
- Intentionally wasting limited network or bandwidth resources.
- Destructions/vandalism of system software, applications, files or other network resources
- Employing the network for commercial or political purposes.
- Using the network for large file downloading without the permission of the network manager
- Gaining unauthorized access to computer and or telecommunications networks and resources.
- Copying software from Burlington Public School Computers through any electronic means unless the particular licensing agreement in place for the software allows user distribution.
- On-line chats of a non-educational nature (including instant messages or other direct electronic communication) are prohibited except for chats of incidental use in First Class.

Parent Notification and Responsibilities

The Burlington Public Schools shall notify parents about computer resources, electronic resources and network infrastructure and their educational use. Parental consent is part of the Acceptable Use Agreement Form sign off procedure for all minor age student users of the system.

Parents may request in writing at any time or on the Acceptable Use Agreement Form that their child(ren) not be provided internet access.

Parents may request alternative activities for their child(ren) that do not require internet access.

Parents have the right at any time to investigate the content of their child(ren)'s computer files.

Monitoring

The Burlington Public Schools monitors the use of the school department's network to protect the integrity and optimal operation of all computer and system networks. There is no expectation of privacy related to information stored and transmitted over the Burlington Public Schools network. The information on the network in general fields and e-mail is not private and is subject to review by the network manager at the request of the Burlington Public Schools network. The information on the network in general files and e-mail is not private and is subject to review by the network manager at the request of the Burlington Public Schools administration to substantiate inappropriate activity and to comply with request of law enforcement agencies as part of their investigations.

The Burlington Public Schools will cooperate with copyright protection agencies investigating copyright infringement by users of the computer systems and network of the Burlington Public Schools.

Technicians and computer system administrators maintain full access rights to all storage devices, and may need to access/manage such storage devices as part of their duties.

Routine maintenance and monitoring of the system may lead to discover that a user has or is violating the Burlington Public Schools Acceptable Use Policy, other school committee policies, state laws, or federal laws.

Search of particular files of a user shall be conducted if there is a reasonable suspicion that a user has violated the law or Burlington School Committee Policies. The investigation will be reasonable and in the context of the nature of the alleged policy violation.

Due Process

The Burlington Public Schools will apply progressive discipline for violations of the district policy and signed Acceptable Use Agreement Form which may include revocation of the privilege of a user's access to computer resources, electronic resources and network infrastructure. Other appropriate disciplinary or legal action may be undertaken by the Burlington Public Schools administration. The nature of the investigation will be reasonable and reflect the contract language for each bargaining unit.

Burlington Public Schools Limitations of Liability

The Burlington Public Schools makes no warranties of any kind, implied or expressed, that the services and functions provided through the Burlington Public Schools computer resources, electronic resources and network infrastructure will be error free or without defect. The Burlington Public Schools will not be responsible for damages users may suffer, including but not limited to loss of data or interruption of service.

The Burlington Public Schools, along with any persons or organizations associated with the school department internet connectivity, will not be liable for the actions of anyone connecting to the internet through the school network infrastructure. All users shall assume full liability, legal, financial or otherwise for their actions while connected to the internet.

The Burlington Public Schools assumes no responsibility for any information or materials transferred or accessed from the internet.

Parents and guardians agree to accept financial responsibility for any expenses or damages incurred as a result their student's inappropriate or illegal activities on the Burlington Public Schools network.

Modification

The Burlington School Committee reserves the right to modify or change this policy and related implementation procedures at any time. Prior to implementation, presidents of each of the bargaining units will be notified.

Adopted by the Burlington School Committee: 4/8/08

ACCEPTABLE USE POLICY FOR STAFF

Use of the Burlington Public School District electronic communication system is a privilege, which will be withdrawn from irresponsible users. Users must accept the responsibility to use school-provided Internet service in a manner, which is consistent with the *Burlington Public School District Acceptable Use Policy* and the educational goals of the Burlington Public Schools.

I have received and read a copy of the acceptable use policy.

Staff Member: _____

Signature: _____

School: _____

Date: _____

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**Laptop Appropriate Use Procedures
Burlington Public Schools**

1.0 Procedure Reference

Burlington Public Schools Appropriate Use Procedure.

2.0 Laptop Definition and Purpose

This procedure outlines expected employee or guest behavior regarding use of the Burlington Public Schools Laptop computers (BPS Laptop).

3.0 Laptop Use Requirements

A. Computers that are allowed to be used and supported by BPS Information Technology staff (BPS IT Staff) must meet ALL of the following criteria:

- i. The technology must be use for educational purposes. Incidental personal use is permitted.
- ii. Pre-approved technical specifications as designated by BPS IT Staff.
- iii. Standard software designated and configured by BPS IT Staff may be used.
- iv. Such software should not be altered or removed by the employee or guest.
- v. Personal computing devices are not allowed nor supported due to security, and support standards issues.
- vi. BPS Laptops will have a password-protected screensaver activated after 15 minutes of idle usage.
- vii. Staff assigned Laptops are configured only for employees use.
- viii. Employees using a BPS Laptop are expected to routinely connect their laptop to a network BPS network to receive timely security updates.
- ix. BPS IT Staff is not responsible for providing support for home networks.
- x. USB drives or recordable CD's should be used to store personal photos/data. (If an employee has an extensive educational photo/music portfolio, these should be stored in the same manner.)
- xi. Personal and professional data files should also be saved in a similar manner to protect files when hard drives are cleared or fail during repair or annual maintenance.

3.1 Installing Software

- A. Employees using a BPS Laptop will not have administrative rights to load software on their laptop without prior approval from the BPS IT Staff.
- B. When other software needs to be installed on a BPS Laptop, employees will log a work order with their local technical support person. Such software must be legal for installation and be only work-related software. Examples of inappropriate software for an employee to install on BPS Laptops include, but are not limited to, games, computer wallpaper, weather notifications, and/or non-work related file sharing services.

3.2 Data Backup

- A. Employees using a BPS Laptop should routinely back-up files stored on their BPS Laptop to Employees' network folder or another storage source to reduce the risk of lost data. The BPS

Help Desk (ext. 6868) is available to guide employees regarding what type of files should be backed up.

- B. To streamline troubleshooting, email questions or concerns to your respective school's technology staff who will address the issue as appropriate.
- C. By the last day of school, BPS Laptops need to be returned to be re-imaged over the summer (or sooner if necessary). If a BPS Laptop will be used for course work or summer workshops, arrangements need to be made for a later drop off date with IT Staff and/or the building administrator. This will allow a BPS Laptop to be available and in working order at the start of following school year for the staff's use.
- D. After the re-image process, the BPS Laptop will not contain data that was previously stored on the BPS Laptop. The new laptop image will NOT contain personal data, such as bookmark favorites, Palm desktop data, PowerPoint files, Word files, Excel files, and/or any other personal settings that were previously stored on the laptop. This is why it is essential for the user to retain backup files.

3.3 Staff Responsibilities

- A. Each employee is responsible for adhering to the school committee acceptable use policy. Each employee is responsible for his/her actions, files, passwords and accounts.
- B. Staff-assigned BPS Laptops may be used for student presentations under teacher supervision.

3.4 No Expectation of Privacy

Burlington Public Schools subscribes to state and federal laws with relation to privacy. Employees should have no expectation of privacy with technology including e-mail messages and stored files. Use appropriate judgment and caution in communications. Burlington Public Schools will only access or monitor private files and/or First Class e-mails if a concern arises.

3.5 Laptop Responsibility Between Home and School

- A. Employees shall be responsible for any costs or charges incurred for subscriptions services made without prior approval related to the use of the BPS Laptop while in their possession.
- B. When staff is issued a BPS Laptop he/she is responsible for the BPS Laptop at all times in school and outside of school. Monetary damages will not be assessed unless neglect or abuse is evident.
- C. There should be no expectation that stolen or damaged laptops can or will be replaced.
- D. Only approved and licensed software owned by Burlington Public Schools can be installed on laptops.

Adopted by the Burlington School Committee: 4/8/08

Laptop Appropriate Use Staff Agreement Form

I acknowledge that I was provided a copy of the Burlington Public Schools Laptop Appropriate Use Procedure and that I have read the Laptop Appropriate Use Procedure and understand the contents within.

Employee's Printed Name

Employee's Signature

Date:

Condition of Laptop Received:

Serial No.:
For the Union:

Diana Marcus

For the Burlington School Committee:

Thomas F. Murphy, Jr.
Christine Monaco