

AGREEMENT  
BETWEEN  
NISKAYUNA NURSES' ASSOCIATION  
AND  
THE NISKAYUNA CENTRAL SCHOOL DISTRICT

JULY 1, 2026 – JUNE 30, 2029

TABLE OF CONTENTS

PREAMBLE	2
BASIC RIGHTS	2
ARTICLE 1 RECOGNITION	2
ARTICLE 2 PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT OBLIGATIONS	3
ARTICLE 3 COLLECTIVE BARGAINING UNIT-BASIC RESPONSIBILITIES	3
ARTICLE 4 SALARY-COMPENSATION	4
ARTICLE 5 WORK YEAR/WORK DAY	4
ARTICLE 6 SNOW DAYS	5
ARTICLE 7 PERSONAL LEAVE OR BUSINESS LEAVE	5
ARTICLE 8 BEREAVEMENT AND FAMILY ILLNESS LEAVE	5-6
ARTICLE 9 DISABILITY AND SICK LEAVE	6
ARTICLE 10 WORKING CONDITIONS	6-7
ARTICLE 11 HEALTH INSURANCE	7-8
ARTICLE 12 RETIREMENT	8-9
ARTICLE 13 INSERVICE COURSE OR PROFESSIONAL LICENSE COURSES	9-10
ARTICLE 14 CHILD REARING LEAVE	10
ARTICLE 15 JURY DUTY LEAVE	10
ARTICLE 16 EVALUATION/WORK SECURITY	10-11
ARTICLE 17 REQUESTS FOR INFORMATION	11
ARTICLE 18 GRIEVANCE PROCEDURE	12-14
ARTICLE 19 SAVINGS CLAUSE	14
ARTICLE 20 UNION LEAVE	14
ARTICLE 21 DURATION OF AGREEMENT	14
APPENDIX A SALARY SCHEDULE	15
APPENDIX B NURSE PREAMBLE	16-19
APPENDIX C GRIEVANCE FORM	20

PREAMBLE

It shall be the public policy of the Niskayuna Central School District ("District") and the purpose of this agreement to promote harmonious and cooperative relationships between the Niskayuna Central School District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the School District. This agreement is made between the District, and the Niskayuna Nurses' Association ("NNA").

BASIC RIGHTS

NNA shall have the sole and exclusive right to represent all employees in the negotiating unit in any and all proceedings under the public Employees Fair Employment Act; to designate its own representatives and to appear before any appropriate official of the District to effect such representation; to direct, manage and govern its own affairs; to determine and pursue the wishes of the membership free from any interference, restraint, coercion and discrimination by the District or any of its agents.

RIGHTS OF THE EMPLOYEES

- A. Any employee covered by the provisions of this Agreement, shall be free to join or refrain from joining the NNA without fear of coercion, reprisal or penalty from the NNA or the District. Employees may join and take an active role in the activities of NNA without fear of coercion, reprisal or penalty.
- B. An employee may bring matters of personal concern to the attention of the appropriate District's representatives and officials in accordance with the contract applicable laws and rules.

ARTICLE 1

RECOGNITION

Section 1. The District has recognized the NNA as the exclusive representative for collective negotiations with respect to salaries, wages, and other terms and conditions of employment of full-and part- time employees serving in permanent positions in a negotiating unit consisting of the following positions:

School Nurse (i.e. Registered Professional Nurse)  
Licensed Practical Nurse

Employees who have been designated "managerial" or "confidential" by the Public Employment Relations Board shall be excluded from the negotiating unit.

Section 2. NNA shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 2

PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT OBLIGATIONS

- A. Pursuant to Section 210, subdivision 1, of the Public Employees Fair Employment Act, the NNA hereby affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.
  
- B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 3

COLLECTIVE BARGAINING UNIT-BASIC RESPONSIBILITIES

RPN Registered Professional Nurse – The school nurse is responsible for carrying out the school district's health services program, as defined by New York State statutes, administrative rules, district policies, and consistent with the New York State Nurse Practice Act. The goals of the position are to maintain and/or improve the health status of students, thus enabling them to benefit from their educational experiences, and to promote optimum health status and lifestyles for all students through the joint efforts of the home, school, and community. In addition, the school nurse provides emergency care for staff. The school nurse performs health related responsibilities under the supervision of the Assistant Superintendent of Student Support Services and School Medical Director, or respective designee.

Code of Conduct – The Niskayuna Central School District and the NNA agree to follow the provisions of the Codes of Conduct as promulgated by the national Association of School Nurses (2024 rev.), The American Nurses Association (2015) and contained in Appendix B.

School Nurse Coordinator – The School Nurse Coordinator is responsible for the following duties:

- Working with District Health & Safety Coordinator to support all AED maintenance and ordering, district wide
- Interviewing, with administration, potential substitute nurses
- Revision of district medical forms, as needed
- Working with the New York State Health Department and County Health Departments
- Scheduling district wide medical waste disposal pick-up
- Assisting in policy development/revision regarding medical and nursing issues
- Consulting with school physician, as necessary
- Other duties as assigned by the Assistant Superintendent of Student Support Services or designee

ARTICLE 4

SALARY-COMPENSATION

On the first Friday of the school year in September, employees will be paid one-half (1/2) of their pay that would otherwise be due the first pay day in September. Ten-month employees may elect 1/21 of the yearly salary each payday, or 1/26 of the yearly salary each payday. Under the 1/26 plan, 5/26 of the yearly salary will be added to the regular check on the last payday of June.

Section 1. Salary schedule is attached hereto as Appendix A.

Section 2. Approved overtime in excess of 40 hours per week is to be compensated at one and one-half time rate.

Employees will record and report any time approved by the Building Principal worked beyond their regular hours on a form to be provided by the District for additional hours worked.

ARTICLE 5

WORK YEAR/WORK DAY

The work year for school nurses shall be the school calendar year adopted each year by the Niskayuna Board of Education, including Superintendent Conference days and such additional days as mutually agreed to with the Assistant Superintendent for Student Support Services or designee to total 190 days. With 187 of those days scheduled consistent with the school calendar and three (3) summer days for all members to use as a collective unit, immediately prior to the start of the school year. The parties shall identify the calendar for the unit member(s) assigned to St. Kateri to provide the exact number of work days worked at St. Kateri, as well as any remaining days to be worked at Niskayuna. The full-time work day shall vary by school as set forth below. All unit members shall be compensated for a daily 30 minute working lunch period.

Work Day:

Elementary	7.50 hrs./day
Middle School	7.50 hrs./day
High School	7.50 hrs./day
St. Kateri	6.75 hrs./day

Starting/Ending times to be determined by building need.

The District may call up to a maximum of six (6) 30-minute meetings a year for all unit members after the end of the last school's regular work day (without additional remuneration provided). The District shall inform the Association of the meeting dates for the following school year no later than June 15 of the preceding school year.

For purposes of seniority within the unit, personnel assigned 30 hours or more per week will receive full-time credit.

For purposes of New York State retirement credit, the regulations of the applicable New York Retirement System shall be followed.

ARTICLE 6

SNOW DAYS

Section 1. Ten-month employees are not required to report for work when school is closed because of snow. Personnel who were scheduled to work on those days will have no loss in pay no matter how many hours a week they work.

ARTICLE 7

PERSONAL LEAVE OR BUSINESS LEAVE

Section 1. Each employee who is assigned 30 hours per week or more may be allowed up to four (4) full days of personal leave or business leave per year. Each employee who is assigned less than 30 hours per week will have pro-rated personal leave or business leave per year. Personal leave or business leave is granted upon the following conditions:

1. The general reason is given at the time of the request.
2. Advance notice is given, unless emergency prohibits.
3. Approval is given.
4. Personal business cannot be taken care of outside of working hours.
5. These days cannot be used during a vacation period nor can they be used to extend a vacation period or holiday period.

Section 2. Unused personal leave days shall be added to the Employees unused accumulated sick leave.

Section 3. Employees may request an unpaid leave of absence not to exceed one (1) year. The reason for this leave must be stated in writing. The final decision of granting or denying such leaves rests with the Board of Education. Normally except for medical reasons and other extenuating circumstances requests for such leave must be made at least three months prior to the starting date. Upon return from leave, the person will return to the same job title and full time equivalent.

Section 4. All benefits to which an employee was entitled, at the time the leave of absence without pay commenced including unused cumulative sick leave, service increment, seniority rights shall be restored to the employee upon return to service.

Membership in the group health insurance plan may be retained during the leave upon payment of full costs (on a quarterly basis in advance) by the employee.

The person on leave must provide written notice of intent to return to the Superintendent of Schools three months prior to the expiration of the leave. If this notice is not received, termination of employment will be made at the end of the leave.

ARTICLE 8

BEREAVEMENT AND FAMILY ILLNESS LEAVE

Section 1. Each employee assigned 30 hours or more per week shall be allowed up to five (5) full days each year for absence due to death and illness in the immediate family with no loss in pay. Members of

the immediate family include husband and wife, children, brothers and sisters, father and mother, grandparents, and any other person with whom the employee has developed an immediate family-like obligation due to past personal relationships.

Section 2. In the event of more than one death in the immediate family during a year, the leave time may be extended by a maximum of five (5) days with approval by the Superintendent or designee. The leave time will be charged against available sick time.

Section 3. Bereavement and illness in family leave shall be prorated for less than 30 hours per week employees.

## ARTICLE 9

### DISABILITY AND SICK LEAVE

Section 1. Each employee assigned 30 hours or more per week shall be allowed ten (10) days for personal illness or physical disability with no loss in pay. If any employee does not use the full amount of sick leave days allowed in any school year, the amount not used shall be accumulated from year-to-year and used, if needed, up to a total of 200 days.

The District reserves the right to require a doctor's certificate or verification of the employee's illness or disability as a condition of granting paid sick leave.

Section 2. Sick leave shall be prorated for less than 30 hours per week employees.

Section 3. First year employees shall earn sick leave at one (1) day per month worked.

Section 4. In the event of a long-term absence due to illness a 30 hour or more per week employee shall utilize the sick leave allowance available under this policy until not more than five (5) days of sick leave remains available. The employee shall have the option of reserving not more than five (5) days of sick leave before receiving benefits under the Disability Insurance program provided the request is made in writing prior to five (5) days before the sick leave allowance is to be fully used. An election to reserve up to five (5) days of the sick leave allowance may not be revoked.

The Disability Insurance Program is available to personnel who belong to the Retirement System and who are appointed to an assignment of 30 hours or more per week.

## ARTICLE 10

### WORKING CONDITIONS

Section 1. When current unit positions are changed or eliminated by the Board of Education, the NNA will be notified at least 20 days prior to the change becoming effective. NNA will have the option of responding to the District, in writing and/or verbally, regarding the proposed changes. Whenever possible, seniority will be considered when reductions are made within the NNA unit.

Section 2. Personnel will be informed of their job status, tentative duties and salary for the ensuing year by the last week of school according to the school calendar.

Section 3. District Seniority shall be based upon an employee's total continuous service with the District commencing with the employees' first date of employment in the District in this bargaining unit. A voluntary break in District service shall reset a unit member's District seniority, unless otherwise agreed upon by the parties.

Section 4. The district shall provide NNA with an up-to-date seniority list once a year in September showing name and seniority date(s) of employee. Such a list shall be used exclusively in determining seniority rights of employees under this provision.

Section 5. All new personnel shall be added to the seniority list.

If an employee's hours are less than 30 hours, seniority shall continue to accrue but be prorated for purposes of seniority at 30 hours for full-time.

Section 6. The District shall provide employees with work area facilities and environment in compliance with Applicable Federal and State Regulations and Standards.

Section 7. All unit members shall enroll in and receive all wages, salary, and other disbursements through direct deposit unless otherwise agreed upon by the parties.

## ARTICLE 11

### HEALTH INSURANCE

Section 1. Disability insurance is available for employees assigned 30 hours or more per week, who are members of the NYS Employee Retirement System. Current rates are available in the District Office. The district will continue to provide full-time employees with the disability benefits program that provides short-term disability benefits at the rate of 60% of the disabled employees regular weekly earnings; and long-term disability benefits at the rate of 60% of the disabled employees regular monthly earnings. The employee shall pay 100% of the cost for short term disability coverage and the employer shall pay 100% of the cost for the long-term disability coverage.

Section 2. The District shall provide comprehensive medical, dental, life and accidental death insurance. This benefit shall be provided to members of the negotiating unit who are employed not less than 30 hours per week for ten months per year. The District will provide health insurance through the Anthem EPO (Exclusive Provider Organization) and the Anthem PPO (Preferred Provider Organization) plans. The District will provide dental insurance through a self-funded, point of service plan that will be administered by Delta Dental.

#### EPO and Dental Premiums

The percentage of payment for the EPO plan and the Dental plan shall be as follows:

<u>Hire Date</u>	<u>District %</u>	<u>Employee %</u>
July 1, 2008 and after	78%	22%

#### PPO Premiums

The District shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plan.

New Hires – Newly hired employees may join the EPO Plan. Upon five (5) years of service in the district, the employee shall have the choice of either the EPO or PPO plan.

Retiree Health Insurance

To qualify for retiree health insurance benefits from the District, a unit member must have ten years of consecutive service in the District, and qualifies for benefits under the New York State Retirement System.

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. For the PPO plan, the District shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees. For the dental plan the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%

The school district will bill the retiree and the premium will be paid per statement.

Section 3. Employees that elect to enroll in the districts health insurance program shall receive \$2,000 of life insurance coverage. The District shall pay 25% of the premium cost of such insurance and the employee shall pay the remaining 75%.

This benefit shall be provided to members of the negotiating unit who are employed not less than 30 hours per week for ten months per year.

ARTICLE 12

RETIREMENT

Section 1. Retirement membership is available to employees in keeping with policies of the New York State Retirement System. The District does not have any jurisdiction.

Section 2. Retirement Incentive

1. Eligibility

The employee must be fifty-five years of age or more and have been a full-time employee of 30 hours per week or more, for a minimum of ten (10) consecutive years, at full time, to qualify for this program. For employees hired after July 1, 2020, the employee must be fifty-five years of age or more and have been a full-time employee of 30 hours per week or more, for a minimum of ten (10) consecutive years, at full time, to qualify for this program.

2. Benefit Payments

a. The employee who is eligible under the above state requirements must give written notice to the District of intent to retire no later than three (3) months prior to actual date of retirement. If there are extenuating circumstances, the Superintendent may waive the three-month notice requirement.

- b. Employees who retire with at least ten (10) years of service in the Niskayuna Central School District under the rules and regulations of the New York State Employees Retirement System shall receive a retirement incentive as follows:

Effective July 1, 2023, the Retirement Incentive shall be 25% of the employee's salary excluding longevity payments and nurse coordinator stipend.

- c. The retirement incentive shall be paid as follows: 100% of the incentive shall be paid within thirty days of the actual retirement date. The payment shall be paid by the District as a Non-elective Employer Contribution to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The payment will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the incentive shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten (10) working days of each installment.

The district will select a 403(b) provider approved by the NNA as long as there is such a qualified provider for remittal of non-elective employer contributions. Should there not be such a qualified provider approved by the NNA at any time, the District and the NNA will mutually determine and agree to a sole 403(b) provider for remittal of non-elective employer contributions. Until such agreement between the District and the NNA is reached, the District shall select a sole 403(b) provider for remittal of non-elective employer contributions. This provider may be changed through mutual agreement but must be utilized by everyone eligible on a prospective basis.

In the event that a change in Federal or State Law preclude the employer from contributing the retirement incentive to tax sheltered account, thereby obviating the intent of this agreement, the payment of the retirement incentive shall be paid directly to the employee through payroll, in two equal installments as outlined above, as taxable compensation and reported on the employee's W-2.

### ARTICLE 13

#### INSERVICE COURSE OR PROFESSIONAL LICENSE COURSES

Section 1. If an employee is obligated by the Superintendent to take a course approved by the District, the employee shall be paid the employee's regular hourly rate while in actual attendance at said course.

Section 2. Tuition Reimbursement: Members shall receive tuition reimbursement for one course per semester, including books and fees, at 100% of the SUNY tuition rate. Such reimbursement shall occur within 30 days of production of a bill or receipt showing the course has been paid for in full and documentation from the college showing a passing or satisfactory grade. Members separating from District service before completing 12 months of employment after being reimbursed for the course, shall reimburse the District for the full cost of the course, books, and fees. Members separating from District service between 12 and 24 months after being reimbursed for the course shall reimburse the District fifty percent (50%) of the cost of the course, books, and fees. Such reimbursement shall be taken to the extent

possible from the member's payroll. Any additional amounts shall be billed to the member upon separation from service.

Section 3. Effective July 1, 2008, the District will reimburse an employee 100% for the cost (including license fees and the cost of required courses) of maintaining a current valid license required by the State of New York for the performance of his or her duties as an employee of the District.

Section 4. Whenever the Superintendent or designated representative authorizes an employee to attend a conference, the employee or employees shall be given time off with pay as well as reimbursement for reasonable expenses necessarily incurred.

#### ARTICLE 14

##### CHILD REARING LEAVE

Section 1. An employee upon 30 days written notice to the Superintendent may request a leave, without pay, for purposes of child rearing, for up to one (1) year. In the case of the adoption of an infant child the employee shall provide the District with reasonable notice depending upon the notice received by the employee of the arrival of the child.

Section 2. No benefits shall accrue during the period of the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A child rearing leave may be shortened or extended upon written application to and with the approval of the Superintendent.

#### ARTICLE 15

##### JURY DUTY LEAVE

Section 1. An employee called for jury duty leave shall be granted leave to serve, provided that the Board of Education shall only be obligated to pay an amount equal to the difference between the employee's normal salary as computed on a daily basis and the daily jury duty fee paid by the court less travel reimbursement as provided by the Commissioner of Jurors, and provided further that the Board shall only be obligated to pay said difference. If excused from jury duty the employee is to report to the regular assignment for the balance of the day.

#### ARTICLE 16

##### EVALUATION/WORK SECURITY

###### Section 1. Evaluation Procedure

To assure school nurse employees maintain current high standards and to facilitate improvement of employees the following procedure shall be used:

1. The Civil Service Performance Rating Sheet is to be completed annually by the building administrator.
2. The building administrator will review the rating sheet(s) with the employee prior to permanent appointment and at the end of each school year.

3. The building administrator shall discuss strengths and weaknesses of the employee and recommend possibilities for improvement.
4. The employee shall sign this rating sheet to signify their knowledge of the rating.
5. A copy of this evaluation rating sheet(s) should accompany the recommendation for permanent appointment and annually placed in the employee's personnel file.

The employee may be represented by NNA or a representative chosen by the employee.

## Section 2. Work Security

1. If there is consideration of the possibility of discontinuing the employment of an employee in the unit assigned 30 hours or more per week, and who has completed one-year continuous service at this level, the employee shall be entitled to an informal hearing with another member of the NNA present before the Superintendent of Schools or designee.
2. The employee shall be given the opportunity of knowing the reason(s) for consideration of a dismissal and the right to present any information which will aid in reaching a decision prior to any action to dismiss or retain.
3. If the decision by the Superintendent of Schools or designee is not satisfactory to the employee, the employee may request a review by the Board of Education or a committee of its members. The employee must notify the Board of Education in writing within ten (10) school days of the date of the decision by the Superintendent of schools or designee if a request for such a review is made.
4. Within 15 school days after reviewing the written request or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with the employee and their representative for the purpose of resolving the issue.

## ARTICLE 17

### REQUESTS FOR INFORMATION

Section 1. The District will make available to NNA, upon written request necessary data for negotiation and contract implementation purposes.

The District will provide a list of employees indicating dates of employment, hours per week, and salary to the unit president.

## ARTICLE 18

### GRIEVANCE PROCEDURE

#### Section 1. Purpose

It is the policy of the District and the NNA that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

#### Section 2. Definitions

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. An "employee" is any person in the unit covered by this agreement.
3. An "aggrieved party" is the employee or group of employees who submit a grievance.

#### Section 3. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the building principal and in so doing shall give notice that a "grievance" is being raised.
2. Each grievance shall be submitted in writing on a form approved by the District and the NNA (see attached), and shall identify the aggrieved party, the provision of this agreement or other directive involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, conditions and a general statement of the grievance and the redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. The aggrieved party may be represented at any formal level of the procedure by a representative chosen by the aggrieved party.

#### Section 4. Grievance Procedure

1. Principal or Designee

The Principal or designee shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the Principal or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Superintendent of Schools or designee.

2. Superintendent or Designee

The Superintendent or designated representative shall, upon request, confer with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of the position with respect to the grievance no later than three calendar weeks after it is received.

3. Board of Education

Within one calendar week of the determination by the Superintendent or designee, if the Grievant is dissatisfied, the Grievant may make written request to the Board of Education for review and determination.

The Board of Education or sub-committee thereof will hold a hearing within three calendar weeks of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within 15 calendar days after the hearing.

4. Arbitration

- a. In the event the NNA wishes to appeal a decision of the Board of Education, it may appeal to arbitration by filing a demand for arbitration upon the New York State Public Employment Relations Board (with a copy to the Superintendent) within 15 working days of the receipt of the Board decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.
- b. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the NNA claims have been violated. The demand for arbitration may not add to the issues previously considered at the Board level, and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.
- c. The arbitrator shall be selected using the services and procedures of the New York State Public Employment Relations Board. The rules of the New York State Public Employment Relations Board, as amended by this Agreement shall govern the arbitration.
- d. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the District or the NNA contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.
- e. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case, including time lost from work.
- f. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.
- g. An award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

Section 5. The time limits at any step(s) may be extended by written mutual consent of the parties.

ARTICLE 19

SAVINGS CLAUSE

Section 1. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement of any addition thereto shall not be affected.

Section 2. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and that no negotiations on this agreement will be conducted on any item whether contained herein, or not, during the life of this agreement, unless by mutual agreement of the parties in writing signed by all parties.

ARTICLE 20

UNION LEAVE

The District shall grant excused absences with pay up to a total of two (2) workdays per year to designees of the Association for attendance at meetings of the Association and its related parent organizations. Such days shall not be deducted from the designee's personal or sick leave.

The President of the Association shall notify the Superintendent of Schools or designee at least ten (10) days in advance of such meetings except where a State or National affiliate give such short notice as to make compliance impracticable. In such cases, notice shall be given at the earliest possible date.

ARTICLE 21

DURATION OF AGREEMENT

Section 1. The agreement shall commence July 1, 2026 and continue in effect until June 30, 2029.

Section 2. Each employee in our Bargaining Unit shall receive a copy of this agreement.

Superintendent

*C. J. Smith*

Date

*5/6/2026*

NNA

*Kaitiana Cutton*

Date

*5/5/26*

APPENDIX A

Salary Schedule

Step	Registered Professional Nurse			Licensed Practical Nurse		
	2026-27 Salary	2027-28 Salary	2028-29 Salary	2026-27 Salary	2027-28 Salary	2028-29 Salary
1	\$45,178	\$46,082	\$47,004	\$37,046	\$37,787	\$38,543
2	\$46,082	\$47,004	\$47,944	\$37,787	\$38,543	\$39,314
3	\$47,004	\$47,944	\$48,903	\$38,543	\$39,314	\$40,100
4	\$47,944	\$48,903	\$49,881	\$39,314	\$40,100	\$40,902
5	\$48,903	\$49,881	\$50,878	\$40,100	\$40,902	\$41,720
6	\$49,881	\$50,878	\$51,896	\$40,902	\$41,720	\$42,555
7	\$50,878	\$51,896	\$52,934	\$41,720	\$42,555	\$43,406
8	\$51,896	\$52,934	\$53,992	\$42,555	\$43,406	\$44,274
9	\$52,934	\$53,992	\$55,072	\$43,406	\$44,274	\$45,159
10	\$53,992	\$55,072	\$56,174	\$44,274	\$45,159	\$46,062
11	\$55,072	\$56,174	\$57,297	\$45,159	\$46,062	\$46,984
12	\$56,174	\$57,297	\$58,443	\$46,062	\$46,984	\$47,923
13	\$57,297	\$58,443	\$59,612	\$46,984	\$47,923	\$48,882
14	\$58,443	\$59,612	\$60,804	\$47,923	\$48,882	\$49,859
15	\$59,612	\$60,804	\$62,020	\$48,882	\$49,859	\$50,857
16	\$60,804	\$62,020	\$63,261	\$49,859	\$50,857	\$51,874
17	\$62,020	\$63,261	\$64,526	\$50,857	\$51,874	\$52,911
18	\$63,261	\$64,526	\$65,816	\$51,874	\$52,911	\$53,969
19	\$64,526	\$65,816	\$67,133	\$52,911	\$53,969	\$55,049
20	\$65,816	\$67,133	\$68,475	\$53,969	\$55,049	\$56,150
21	\$67,133	\$68,475	\$69,845	\$55,049	\$56,150	\$57,273
22	\$68,475	\$69,845	\$71,242	\$56,150	\$57,273	\$58,418
23	\$69,845	\$71,242	\$72,667	\$57,273	\$58,418	\$59,587
24	\$71,242	\$72,667	\$74,120	\$58,418	\$59,587	\$60,778
25	\$72,667	\$74,120	\$75,602	\$59,587	\$60,778	\$61,994

Note: The district shall consult with the union president regarding the starting salary for all new hires.

Longevity

Nurses shall be paid a longevity stipend as follows:

Effective Date	Years of Service			
	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
7/1/23	\$1,000	\$2,000	\$3,000	\$4,000

School Nurse Coordinator

Annual Stipend \$3,750

Bachelors Degree

Effective July 1, 2023, a stipend of \$1,000 will be paid to unit members with a Bachelor's degree.

## APPENDIX B



240-821-1130

nasn@nasn.org

nasn.org

# NASN CODE OF ETHICS

Acknowledging the diversity of the laws and conditions under which school nurses practice, the National Association of School Nurses (NASN) believes in a commonality of moral and ethical conduct. As such, NASN adopts the American Nurses Association's (ANA) *Code of Ethics for Nurses with Interpretive Statements* (2015), which establishes an ethical foundation for all nurses. Furthermore, this foundation is supported by the *School Nursing: Scope and Standards of Practice, 3rd Edition* (ANA & NASN, 2017) and ethical guidelines provided by state boards of nursing. School nursing practice, built upon these ethical foundations, is grounded in the NASN core values of child well-being; diversity, equity, and inclusion; excellence; innovation; integrity; leadership; and scholarship (NASN, 2020). The school nurse is responsible for complying with applicable federal, state, and local laws, regulations, ordinances, executive orders, policies, and any other applicable sources of authority, including any applicable standards of practice (NASN, 2016b).

## SCHOOL NURSE ETHICS

"School nurses straddle two statutory and regulatory frameworks, health and education. Because school nurses practice nursing in an educationally focused system, they face unique legal, policy, funding, and supervisory issues that may also have ethical dimensions" (ANA & NASN, 2017, p. 37). Examples of challenges to school nurses' ethical foundation include:

- Unsafe school nurse to student workloads,
- Accountability for care delegated to Unlicensed Assistive Personnel (UAP),
- Documentation expectations that do not align with the standards of nursing practice,
- Assignment of nursing tasks to UAP without the input of the school nurse, and
- Attempts by non-licensed school administrators to direct practice.

As such, school nurses must have not only the skills to communicate within both the healthcare and education arenas, but also the requisite knowledge and skills to interpret applicable laws, regulations, and professional standards, as well as apply ethical theories and principles common across all nursing specialties (ANA & NASN, 2011).

## PROVISION 1

***The nurse practices with compassion and respect for the inherent dignity, worth, and unique attributes of every person*** (ANA, 2015, p.1).

School nurses deliver care in a manner that promotes and preserves student autonomy, dignity, and rights, delivering care in an inclusive, collaborative manner to embrace diversity in the school community. School nurses promote equitable treatment of all students, regardless of health, race, gender, socio-economic status, culture, age, sexual orientation,

gender identity, ability, or religion. The school nurse supports and promotes each student's unique abilities to achieve the highest quality of life. School nurses develop long-term trusting relationships and recognize the necessity to maintain clear boundaries that support student and family inclusion in decisions surrounding care (ANA & NASN, 2017). In the same light, school nurses recognize the value of input from and collaboration with their educational colleagues to facilitate student health planning with the classroom in mind. Respect, collegiality, and civility serve clear communication and improved student health outcomes.

## PROVISION 2

***The nurse's primary commitment is to the patient, whether an individual, family, group, community, or population*** (ANA, 2015, p.5).

School nurses provide primary, secondary, and tertiary interventions to support individual students, groups of students, and entire school populations at a micro and macro level. As public health practitioners, school nurses are aware of social needs, social determinants of health, and partner with families and other community members to reduce health disparities. School nurses work within educational institutions to define and implement professional nursing standards of practice and development of school health policy to meet the needs of the school community.

## PROVISION 3

***The nurse promotes, advocates for, and protects the rights, health, and safety of the patient*** (ANA, 2015, p. 9).

School nurses are student advocates and support student rights in navigating the educational environment. Regardless of the setting or the situation, the school nurse endorses and understands that the primary commitment is to the student. School nurses support transition planning as students navigate multiple transitions during a PK-12 education - from classroom to classroom, school-to-school, and PK-12 education to college or adult life. School nurses actively promote student health, safety, and self-worth. In order to safeguard student privacy, school nurses maintain confidentiality within the legal, regulatory, and ethical parameters of health and education, and inform others about student health record protection in accordance with the Family Educational Rights and Protection Act (Family Educational Rights and Privacy Act, 1974), Health Insurance Portability and Accountability Act (Health Insurance Portability and Accountability Act, 1996), and other applicable federal and state laws and regulations.

## PROVISION 4

***The nurse has authority, accountability, and responsibility for nursing practice; makes decisions; and takes action consistent with the obligation to promote health and provide optimal patient care*** (ANA, 2015, p. 15).

School nurse workplace environments impact the quality of health care; therefore, school nurses collaborate to improve these environments. Working within educational institutions, and in collaboration with education partners, school nurses inform, define, and implement professional standards of practice and school health policy. School nurses must have knowledge relevant to meet the needs of students and maintain the highest level of competency by enhancing professional knowledge and skills. Self-evaluation as well as evaluation by administrators with healthcare experience, based on applicable laws, regulations, and policies; professional standards of practice; and School Nursing Practice Framework™ assists the school nurse in identifying areas to grow competence and expand practice (NASN,

2016a). As allowed by state nurse practice acts, and in accordance with established best practice, school nurses assume responsibility and accountability for the delegation or assignment of tasks. School nurses take appropriate action when encountering illegal, unethical, or inappropriate behavior that places student health and safety at risk.

## PROVISION 5

***The nurse owes the same duties to self as to others, including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and continue personal and professional growth*** (ANA, 2015, p. 19).

As lifelong learners, school nurses must have knowledge relevant to meet the needs of the individual students and entire student populations. Maintenance of high levels of competency is enhanced through collaboration with peers, other health professionals, and community agencies. National school nurse certification recognizes school nurse competence and expertise (ANA & NASN, 2017). School nurses recognize that wholeness of character extends to students, families, school staff, school leaders, and all others with whom they engage. Personal and professional integrity are maintained via careful attention to verbal, non-verbal, and written communication that is culturally informed, unbiased, truthful, accurate, and well-planned. Supervisory evaluation by an experienced school nurse informs continuous improvement of each school nurse's practice. The potential tension between administrators and school nurses can result in ethical dilemmas resulting in moral distress for the nurse (ANA & NASN, 2017, p. 37; Savage, 2017). It is incumbent upon the school nurse to advocate for evidence-based practice decisions that are based on respect of self and others.

## PROVISION 6

***The nurse, through individual and collective effort, establishes, maintains, and improves the ethical environment of the work setting and conditions of employment that are conducive to safe, quality health care*** (ANA, 2015, p. 23).

School nurses exert a positive impact on the quality of healthcare via collaborative decision making within the educational setting to establish work environments that are supportive of student health, safety, and learning. School nurses work within educational institutions to define and implement professional standards of nursing practice as well as school health policy development, implementation, and evaluation.

## PROVISION 7

***The nurse, in all roles and settings, advances the profession through research and scholarly inquiry, professional standards development, and the generation of both nursing and health policy*** (ANA, 2015, p. 27).

School nurses are life-long learners in pursuit of knowledge, training and experiences that enhance the quality of their nursing practice. They work within PK-12 education institutions to define and implement professional standards of nursing practice and school health policy development. School nurses utilize available evidence in developing health programs, individual plans of care, and interventions. School nurses engage in quality improvement projects in pursuit of better health outcomes for students. With school district approval, school nurses may collaborate with researchers in research activities that will advance student health and school health services.

## PROVISION 8

***The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities*** (ANA, 2015, p. 31).

School nurses are aware of social determinants of health impacting the school community, provide healthcare to all students, support school staff, and partner with families and other community members to reduce health disparities. They utilize evidence-based interventions designed to mitigate the effects of adverse childhood experiences and other social determinants of health. School nurses refer students to other health professionals and community health agencies as needed to promote health and well-being. Lastly, school nurses are advocates for policy change to protect and promote health rights to reduce health disparities.

## PROVISION 9

***The profession of nursing, collectively through its professional organizations, must articulate nursing values, maintain the integrity of the profession, and integrate principles of social justice into nursing and health policy*** (ANA, 2015, p. 35).

Engagement with professional associations, such as the National Association of School Nurses, and state affiliate organizations allows the school nurse to work collaboratively to ensure evidence-based professional practice aligned with nursing values focused on student education, health equity, and social justice. School nurses work within educational institutions to define and implement professional standards of practice and school health policy. To ensure equitable access to school health services and in accordance with state nurse practice acts, school nurses delegate or assign nursing tasks, while retaining accountability for these tasks.

### References

- American Nurses Association. (2015). *Code of ethics for nurses with interpretive statements*. Silver Spring, MD: Nursebooks.org.
- American Nurses Association & National Association of School Nurses. (2011). *School nursing: Scope and standards of practice* (2<sup>nd</sup> ed.). Silver Spring, MD: Nursebooks.org.
- American Nurses Association & National Association of School Nurses. (2017). *School nursing: Scope and standards of practice* (3<sup>rd</sup> ed.). Silver Spring, MD: Nursebooks.org.
- Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR part 99 (1974).
- Health Insurance Portability and Accountability Act, P.L. No 104-191, 110 Stat. 1938 (1996).
- National Association of School Nurses. (2020). *About NASN*. Retrieved from <https://www.nasn.org/AboutNASN>
- National Association of School Nurses. (2016b). *NASN Code of Ethics*. [https://higherlogicdownload.s3.amazonaws.com/NASN/3870c72d-fff9-4ed7-833f-215de278d256/UploadedImages/PDFs/Professional%20Topic%20Resources/2016\\_Code\\_of\\_Ethics.pdf](https://higherlogicdownload.s3.amazonaws.com/NASN/3870c72d-fff9-4ed7-833f-215de278d256/UploadedImages/PDFs/Professional%20Topic%20Resources/2016_Code_of_Ethics.pdf)
- Savage, T.A., (2017) "Ethical Issues in School Nursing" OJIN: *The Online Journal of Issues in Nursing* Vol. 22, No. 3, Manuscript 4. doi:10.3912/OJIN.Vol22No03Man04
- Tanner, A., Griffin, R., et al. (2024) *A Contemporary Framework Update for Today's School Nursing Landscape: Introducing the School Nursing Practice Framework™*. *NASN School Nurse*. 2024; 39(3):140-147. doi: 10.1177/1942602X241241092

APPENDIX C  
GRIEVANCE FORM

Date of Filing  
Stage  
1. Principal/Designee  
2. Supt./Designee  
3. Board of Ed.

Grievant

Position

Building

1. Contract Provision Allegedly Violated
2. Time, Date, and Place of Violation
3. Statement of the Grievance (include events and conditions of the grievance and the person responsible).
4. Redress Sought

Date

Responder's signature

Position

5. Response

6. Initial applicable statements:

I hereby accept the above determination  
I hereby decline the above determination  
I intend to process the grievance to the next stage

Signature of Grievant

Date

Use additional sheets if necessary