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Contract Database Metadata Elements

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Union: **School Nurses Association of South Orangetown (SNASO)**

Local:

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RN
6233

AGREEMENT MADE BY AND BETWEEN

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

AND

SCHOOL NURSES ASSOCIATION OF SOUTH ORANGETOWN

July 1, 2003 – June 30, 2007

RECEIVED

JAN 24 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

Agreement between South Orangetown Central School District hereinafter referred to as the "District," and the School Nurses Association of South Orangetown, hereinafter referred to as "SNASO." The District and SNASO recognize their common interests beyond the collective bargaining relationship. Thus, they pledge to strive together to ensure the highest quality of service by the District and the highest standards of professional nursing care and practice. The term "nurse" in this Agreement means each member of the negotiating unit as herein described.

NO STRIKE CLAUSE

Neither SNASO nor the individual nurse will directly or indirectly cause, engage, or participate in any strike, work stoppage, work interruption, slowdown, picketing or boycott during the life of the Agreement.

ARTICLE I Agreement Scope

This Agreement covers all registered professional nurses employed as school nurse and one-on-one nurses. At the time a new employee subject to this Agreement is employed, SNASO shall deliver to said employee a copy of the District's contract with SNASO.

ARTICLE II Association Status

2.01 RECOGNITION. The District recognizes SNASO as the exclusive bargaining representative of every employee covered by this Agreement.

2.02 ASSOCIATION MEMBERSHIP. All employees covered by this Agreement are members in good standing of the Association

ARTICLE III
Employee Status

3.01 APPOINTMENT TO POSITION. Appointment to a position shall be in writing with the salary clearly stated. The Standards of School Nurse Practice shall be the basis of defining professional responsibility. Nurses, whether full, part-time, or 1:1, shall be given first consideration for a vacant position. The building Principal or designee will interview the employee to determine whether the transfer will be approved.

In the event a full-time vacancy occurs, or a new position is created, notification by the District shall be given to the unit president or the team leader at least two (2) days in advance of the official posting. The position will be posted for ten (10) days in advance of filling said position.

3.02 FULL-TIME EMPLOYEE. An employee who works 35 hours per week. A full-time employee is eligible for all benefits under this Agreement. Part-time nurses are those nurses working less than 35 hours per week. Part-time nurses are entitled to all of the benefits of this Agreement unless otherwise indicated. Sick and personal days will be pro-rated for part-time nurses. Any nurse hired after 7/1/03, who works less than .5 shall receive no benefits, and for those who work .5 or greater, benefits shall be pro-rated according to the percentage of time worked.

3.03 PROBATIONARY PERIOD. A full-time employee will be on probation for ninety (90) days.

3.04 POST-PROBATIONARY PERIOD. An employee will be suspended or otherwise disciplined or discharged only for just cause, and the District will promptly notify SNASO in writing of each such action and the reason for it.

3.05 SENIORITY. Seniority shall be defined as the length of time an employee has worked continuously in a specific job classification. Seniority for nurses hired on the same day shall be determined by the placement on the Board of Education meeting agenda.

ARTICLE IV Work Time

4.01 WORK DAY. The employee's normal work day shall be seven (7) consecutive hours including any scheduled forty-minute lunch period, which shall be duty-free, as mutually developed at the beginning of the school year, with coverage as per SOCSD Nurse Coverage Policy. The work day will start no more than fifteen (15) minutes before the start of the school day and end no more than fifteen (15) minutes after school ends.

4.02 WORK YEAR. The employee's normal work year will follow the school calendar; that is, all days students are in school, plus any Superintendent's Conference Days on which it may be determined to have in-service, and three additional days as mutually scheduled by building Principal and the nurse, but no more than 189 days.

ARTICLE V Salary

5.01 COMPENSATION FOR TIME WORKED. An employee's regular compensation rate, as stated in Schedule A of this Agreement, shall apply to all work time up to the amounts specified in 4.01 above.

2003-2004 – Percentage adjustment to bring to 100% of the Teachers' BA lane. (This is a one-time adjustment.)

2004-2005 – 2.75% increase
2005-2006 – 2.95% increase
2006-2007 – 2.95% increase

5.02 PREMIUM COMPENSATION RATE. An employee’s compensation rate for work beyond the normal work day or year as defined in 4.01 and 4.02 will be 1/1275 of the annual salary exclusive of any overtime.

5.03 PAYMENT OPTIONS. The employee shall have the option of twenty-one (21) or twenty-six (26) pay payments.

ARTICLE VI
Leaves

6.01 PERSONAL BUSINESS DAYS. A regular employee shall be entitled to three (3) personal days at the employee’s regular compensation rate. Personal days, if not used, shall be accrued as sick leave, but it shall not exceed the sick leave cumulative ceiling.

6.02 SICK LEAVE – ENTITLEMENT AND AMOUNT. Nurses shall be entitled to sick leave with full pay up to a maximum of fifteen (15) days per year for the first four years of employment and a maximum of twenty (20) days per year after four years of employment. An employee may accrue sick leave to a maximum of two hundred (200) days. Employees, upon retirement into the New York State Employees’ Retirement System, with at least ten (10) years of service with the district and at least 75 accumulated sick days, will be paid Thirty-Five (\$35) Dollars per day for unused sick leave.

“Nurses’ Sick Leave Bank”

- A.** A sick leave bank is established effective July 1, 2003.
- B.** This sick leave bank is to be used for long-term catastrophic illness or accidents.
- C.** This sick leave bank will be administered by two trustees, a nurse appointed by the Association and an administrator appointed by the Superintendent.
- D.** All nurses shall be required to contribute to the bank of days and shall be eligible to withdraw from the bank provided that all terms set forth herein are met. The maximum number

of days a nurse can contribute at any one time is two (2) days.

E. Days may be withdrawn from the bank of days after the exhaustion of all accumulated sick leave, but no earlier than 90 school days. Nurses newly employed by District shall be eligible to withdraw from the bank after 90 workdays. This requirement may be waived in extenuating circumstances, upon approval by the trustees. If a nurse is drawing on the sick bank at the end of the school year, that nurse may continue to draw upon the bank when the nurse's newly accrued sick days are exhausted at the beginning of the next school year.

F. A nurse may draw no more than 90 days from this sick leave bank in any one school year or for a single catastrophic illness or accident. A nurse may draw no more than 180 days from the bank of days while employed by the district.

G. At the beginning of each school year, the trustees will determine if the contribution of days pursuant to paragraph "D" above shall take place. The contribution of days pursuant to paragraph "D" above shall take place whenever the number of days in the bank reaches 40 days or fewer.

H. At the end of each school year, each nurse who has accumulated sick leave in excess of the accumulated sick day limit of 200 days shall contribute to the sick bank any days that are in excess of 200 days.

6.02 BEREAVEMENT LEAVE. A maximum of four (4) days shall be available for each death in a nurse's immediate family – spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, grandchild, or other person permanently residing in the employee's household.

ARTICLE VII Unpaid Leaves

7.01 PERSONAL LEAVE – BASIS AND AMOUNT. An employee shall be eligible for a leave of absence, without pay, of up to one (1) school year for maternity, illness, or education, and up to one (1) month for personal business. Other leaves of absence, without pay, for other reasons shall be at the discretion of the Board of Education. An employee on leave shall not accrue benefits under this Agreement, except that at the expiration of such leave, the employee shall be entitled to return to work in the same job title without loss of previously accrued seniority.

7.02 JURY DUTY LEAVE. An employee who is required to serve on jury duty will receive full salary during the period of such service less an amount equal to the compensation paid to them for such jury duty.

**ARTICLE VIII
Fringe Benefits**

8.01 MONETARY BENEFITS. Part time nurses shall receive hospital/surgical insurance and excess major medical insurance upon qualification for the plan and payment of the employee's share of the premium cost as specified in Section 8.02. Part-time nurses shall be entitled to dental insurance and shall pay the cost for such coverage in the same proportion as their part-time service is to full-time service. For example, a nurse who has worked 50% of the regular work day will pay 50% of the premium. Part-time nurses are not covered by the income protection plan.

8.02 HEALTH INSURANCE.

- A. The District shall provide hospital/surgical, excess major medical and dental insurance to all employees under the plans currently in effect on a shared cost basis as set forth in Paragraph B of this Section. If an employee and spouse are employed by the District, the District shall pay its share of the premium for one family member, to be selected by the employee. The District and the Association shall explore with other carriers the purchase of the insurance as specified in this paragraph, without any reduction in benefits. Upon filing for retirement with the New York State Employees' Retirement System, with at least twenty (20) years of service in South Orangetown Central School District, the employee will receive non-contributory medical insurance. With less than twenty (20) years of service upon retirement, the

employee will continue to contribute at the same percentage as the last year of active employment.

- B. Effective July 1, 2003, through June 30, 2004, there will be no change of employee contribution for insurance premiums. Thereafter, each employee's contribution shall be the following:

2004-2005	Ten (10%) percent of the premium
2005-2006	Twelve (12%) percent of the premium
2006-2007	Fifteen (15%) percent of the premium

The contribution due from the employees shall be paid through a payroll deduction.

- C. It is agreed that for the duration of this Agreement, the Board shall make available without cost to all employees a group life insurance plan providing term insurance for \$10,000 with conversion privileges. The employee may purchase at his/her own expense \$5,000 worth of coverage for the spouse, and \$1,000 worth of coverage for each child with conversion privileges under the existing group life insurance plan. The District shall make every effort to make payroll deduction available for the purchase of this additional insurance.
- D. Each year that a nurse does not take advantage of the medical insurance, he/she will receive a payment of \$1,600.00. Payments will be made in June during the calendar year in which said employee does not wish to take advantage of the medical insurance.
- E. Each year that a nurse does not take advantage of the dental insurance, he/she will receive a payment of \$400.00. Payment will be made in June during the calendar year in which said employee does not wish to take advantage of the dental insurance.

8.03 RETIREMENT PLAN. The District shall provide a non-contributory retirement plan for nurses enrolling in the NYS Employees Retirement System prior to July 1, 1976. Nurses

enrolling in the Retirement System after July 1, 1976 are required by law to contribute three (3) percent. Additionally, the District shall continue the tax shelter annuity for Irene Mullins.

8.04 INCOME PROTECTION PLAN. An income protection plan providing partial indemnity to employees during a total disability identical to the 1980 – 1981 coverage. If, upon becoming eligible for this insurance plan, the employee elects to remain on full salary, the Board will pay the difference between the insurance benefits and the employee's gross salary computed on a per diem basis of the employee's gross salary. The employee may elect to use this option only to the limit of the accumulated sick leave. Such leave shall be diminished on a pro-rata basis during the exercise of this option.

8.05 INCOME PROTECTION PLAN. The District shall include nurses in any increased benefit from an income protection plan offered to Administrators or other District employees.

8.06 MALPRACTICE INSURANCE. The District will reimburse any employee up to One Hundred (\$100.00) Dollars of the premium cost for malpractice insurance each year. Reimbursement will be made upon proof of payment of said premium.

**ARTICLE XI
Continuation of Benefits**

9.01 Benefits – Miscellaneous. The District shall comply with the COBRA regulations

**Article X
Grievance Procedures**

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

10.02 Definitions.

1. A “grievance” is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A “nurse” is any person covered by this Agreement.
3. An “aggrieved party” is the nurse or group of nurses who submit a grievance or on whose behalf it is submitted, the SNASO and, when it submits a grievance, the District.
4. A “day” is to be defined as a “school day.”

10.03 Submission of Grievance.

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when, and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within sixty (60) days after the aggrieved party knew of the events or conditions on which it is based.
4. A nurse may submit a grievance which affects only the school in which she works and shall submit such grievances to the building principal through a representative from SNASO. SNASO may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building

Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools. The District may submit grievances; and when it does so, it shall present its grievances to the President of SNASO.

10.04 Grievance Procedures.

1. The building Principal shall respond in writing to each grievance received. The Principal's refusal to consider the grievance can be an appropriate response. If an aggrieved party is not satisfied with the response of the building Principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
2. The Superintendent of Schools or designee shall, upon request, confer with representatives of SNASO with respect to all grievances submitted under this Article within ten (10) days and shall deliver to the aggrieved parties a written statement of his/her position with respect to each grievance within five (5) days.
3. Within twenty (20) days after receiving a grievance from the District, SNASO shall deliver to the Superintendent of Schools a detailed statement of its position with respect to the grievance.
4. In the event that either the District or SNASO is not satisfied with the position taken by the other with respect to a grievance, either the District or SNASO may, within twenty (20) days after receipt of the written position or the time it was due, refer the grievance for arbitration, binding on all parties, by requesting the services of the White Plains Office of the American Arbitration Association. The decision of the Arbitrator shall, however, be subject to the right of the Board or

SNASO to invoke its rights and pursue its remedies under Article 75 of the Civil Practice Law and Rules of the State of New York.

5. The fee and expenses of the Arbitrator shall be shared equally by the District and SNASO.

10.05 Miscellaneous.

1. All papers dealing with the processing of a grievance shall be filed separately from the personnel files. Such files shall be maintained by the District and, together with such other records as may be necessary for the processing of the grievance, they shall be available for inspection and copying by an aggrieved party and SNASO.

**ARTICLE XI
Miscellaneous**

11.01 Definitions. As used in this Agreement, and except as otherwise clearly required by its context:

- a. "Agreement" means this Agreement and each Appendix, Schedule, Amendment, or Supplement thereto.
- b. "District" means the South Orangetown Central School District, 160 Van Wyck Road, Blauvelt, New York 10913.
- c. "SNASO" means School Nurses Association of South Orangetown.
- d. "Employee" means a person covered by Article I.

11.02 Meetings. The District and SNASO shall meet at mutually convenient times and places to consider employment conditions and the operation of this Agreement.

11.03 Notice to Parties. Any notice required to be served on the District under this Agreement will be either mailed to the District by registered or certified mail, or hand-delivered and signed

for, or so mailed or delivered to such person and at such address as the District may designate by written notice served on SNASO. Any notice required to be served on SNASO under this Agreement with respect to termination or modification of this Agreement, will be hand-delivered to SNASO's President and signed for or mailed to SNASO's President by registered or certified mail addressed to such person and at such an address as SNASO may designate by written notice served on the District.

11.04 Separability. This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any Federal or New York Court or Administrative Agency affects any provisions of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision; but, otherwise, this Agreement will not be affected.

11.05 Succession. This Agreement will bind the parties and their elected and/or appointed successors.

11.06 Complete Agreement. Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any demands and proposals. There is no obligation on either party, during the life of this Agreement, to bargain collectively with respect to any matter, whether included or not included in this Agreement, except as provided in the Agreement.

11.07 In-Service Training. Each year SNASO will appoint a nurse to work with the Superintendent or designee to develop in-service programs of a professional nature, which can be held on Superintendent's Conference Days, to benefit the nurses and school population. Participation in such developed programs and any updated information from the Education

Department is expected of all members of the Unit. Periodic reports will be prepared and submitted to the Superintendent.

11.08 Government Approval. Any provisions of this Agreement adjudged to be invalid by a tribunal of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. 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.

11.09 Professional Development. The District shall reimburse employees for up to nine (9) credits per year, including tuition reimbursement and/or conference attendance at professional workshops. The courses or conference shall be related to their field. Conferences will have the following guidelines:

1. Conferences will be chosen from a yearly list prepared by SNASO and approved by the District. They will include seminars and workshops.
2. A maximum of five (5) conferences per nurse will be granted during any one school year (July 1 to June 30).
3. A maximum of three (3) conferences per nurse will be granted during the actual school calendar (September to June). These will not be scheduled to take place for a period of more than one consecutive school day. Longer conferences must take place during designated calendar year "holiday" or during the summer vacation period.
4. Calendar year, single-day conferences approved by the District will include professional nurse substitutes for that day.

5. Credit and attendance hours for conferences shall be granted as follows:

0.25 credit/4 hours conference attendance

0.50 credit/8 hours conference attendance

1 full credit/15 hours conference attendance

2 full credits/30 hours conference attendance

Prior approval is required by the Superintendent or designee. Payment for tuition shall be made after the employee has submitted proof of the successful completion of the course or conference and has submitted appropriate proof of payment to the Personnel Office.

ARTICLE XII

Amendments

This Agreement may be amended or supplemented only by further written Agreement between the parties.

ARTICLE XII

Reduction in Force

Affected members of the SNASO shall be notified by April 1 of each year of excessing.

ARTICLE XIV

Effective Date and Duration

This Agreement shall remain in full force from July 1, 2003 to June 30, 2007.

ARTICLE XV

Evaluation

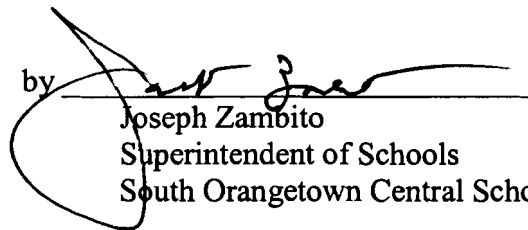
Evaluation is the cooperative responsibility between the administration and the professional nurse and is viewed as an ongoing process throughout each working year. Performance Evaluation will be based upon the description and responsibilities in job description for School District Registered Nurse. A mutually agreed upon evaluation form for School Nurse will be developed and utilized to evaluate each member of the unit. There will be at minimum, a

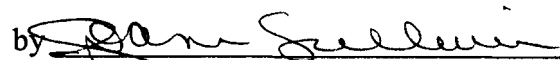
mid-year evaluation conference with the completion and review of the evaluation form by the immediate supervisor with the unit member. The unit member will sign the evaluation indicating that it has been reviewed. A copy of the evaluation will be given to the member and the original placed in the personnel file.

**ARTICLE XVI
Smoke-Free Work Place**

The District agrees to support staff through an employee assistance program for the purpose of quitting the smoking habit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of October, 2004.

by 
Joseph Zambito
Superintendent of Schools
South Orangetown Central School District

by 
JoAnn Sullivan
President
School Nurses Association of
South Orangetown

ATTACHMENT I

SALARY SCHEDULE

STEP	2002-2003	2002-2003	2.50%	2.75%	2.95%	2.95%
	SCHOOL NURSE SALARY	TEACHER (BA) SALARY	2003-2004 SALARY	2004-2005 SALARY	2005-2006 SALARY	2006-2007 SALARY
1	37,707	37,217	38,147	39,196	40,353	41,543
2	39,347	39,056	40,032	41,133	42,347	43,596
3	40,987	40,915	41,938	43,091	44,363	45,672
4	42,626	42,776	43,845	45,051	46,380	47,748
5	44,266	44,635	45,751	47,009	48,396	49,823
6	45,905	46,496	47,658	48,969	50,413	51,900
7	47,544	48,355	49,564	50,927	52,429	53,976
8	49,184	50,216	51,471	52,886	54,447	56,053
9	50,823	52,075	53,377	54,845	56,463	58,128
10	52,348	53,935	55,283	56,803	58,479	60,204
11	53,918	55,794	57,189	58,762	60,495	62,280
12	55,536	57,654	59,096	60,721	62,512	64,357
13	57,202	57,654	59,096	60,721	62,512	64,357

The Annual Stipend for the position of "Team Leader" shall be as follows:

School Years:	2003-2004	2004-2005	2005-2006	2006-2007
	2,501	2,601	2,701	2,801

ATTACHMENT II

PLACEMENT ON SALARY SCHEDULE

The District and the Association have agreed that the following individuals will be placed on the steps below, as of the 1999/00 school year, and that such placement does not necessarily reflect years of service in the District but results from the transition between the individual under the prior agreement and the new salary schedule negotiated between the District and the Association, commencing July 1, 1999:

<u>NURSE</u>	<u>STEP</u>
Irene Mullins	9
Kathleen Spiro	6
Joanne Sullivan	3
Riva Fisher	3
Bernadette Moran	3
Judith Flagg	2
Margaret Keane	1
Elaine Prinz	1

**Agreement
Between
School Nurses Association of South Orangetown
&
South Orangetown Central School District**

The parties make the following supplemental agreement to the current collective bargaining agreement dated July 1, 1999 to June 30, 2003.

The District creates the position of "Team Leader" in the collective bargaining agreement and will develop, in collaboration with the Association, a job description for the title as soon as practicable. The District will appoint a member of the bargaining unit to perform the duties of "Team Leader."

The job description for the position of "Team Leader" shall be attached to this supplemental agreement and shall become a part of the collective bargaining agreement and be subject to Article X (Grievance Procedure) of the CBA.

The District agrees to compensate the "Team Leader" an annual stipend above and beyond the contractual salary for the school nurse, to be paid in equal installments over the school year as part of the regular paycheck.

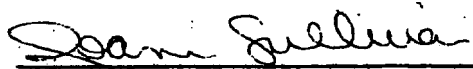
The annual stipend for the position of "Team Leader" shall be as follows:

School Year 2000-2001*	\$2201
School Year 2001-2002	\$2301
School Year 2002-2003	\$2401 ✓

*The stipend for school year 2000-2001 shall be prorated and payable from the effective date of the position.

Agreed to this 30th day of March 2001.

For the Association:


Joann Sullivan, President

For the District:


Kenneth Smith, Interim Superintendent

Nurse Team Leader Job Description

1. Coordinate nursing issues within district
 - a) formulate Superintendent's Conference day agenda with administration
 - b) organize monthly nurse meetings with administration
 - c) revise and update forms as needed
 - d) complete annual immunization survey
 - e) update Health Service protocol/district manual
 - f) coordinate physicians, dentists, needs district-wide
2. Liaison between administration and nurses
 - a) facilitate grievance issues
 - b) establish district protocol
 - c) assist with budget preparation
3. Liaison for nurses between State Department of Education, Health Department and outside resources for health issues.
4. Present Health/Nursing issues to the Board of Education/staff
5. Facilitate staff immunization /flu shot program
6. In-service for nurses and staff regarding district health issues.
7. Organize the maintenance of health office equipment
8. Assist substitute nurses
9. Review District Policies and make suggestions for updates
10. Participate in medical exemption request conferences with parents and administration

STANDARDS OF SCHOOL NURSING PRACTICE

(Refer to *School Nursing Practice – Roles and Standards* by S. Proctor, S. Lordi, and D. Zaiger, published 1993, National Association of School Nurses for full text of national standards for school nurses.

- STANDARD I The school nurse utilizes a distinct clinical knowledge base for decision-making in nursing practice.
- STANDARD II The school nurse uses a systematic approach to problem-solving in nursing practice.
- STANDARD III The school nurse contributes to the education of the client with special health needs by assessing the client, planning and providing appropriate nursing care and evaluating the identified outcomes of care.
- STANDARD IV The school nurse uses effective written, verbal and nonverbal communications skills.
- STANDARD V The school nurse establishes and maintains a comprehensive school health program.
- STANDARD VI The school nurse collaborates with other school professionals, parents and caregivers to meet the health, developmental and educational needs of clients.
- STANDARD VII The school nurse collaborates with members of the community in the delivery of health and social services, and utilizes knowledge of community health systems and resources to function as a school-community liaison.
- STANDARD VIII The school nurse assists students, families and the school community to achieve optimal levels of wellness through appropriate designed and delivered health education.
- STANDARD IX The school nurse contributes to nursing and school health through innovations in practice and participation in research or research-related activities.
- STANDARD X The school nurse identifies, delineates and clarifies the nursing role, promotes quality of care, pursues continued professional enhancement, and demonstrates professional conduct.