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Title: **Niskayuna Central School District and Niskayuna Nurses Association (NNA) (2003)**

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Union: **Niskayuna Nurses Association (NNA)**

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AGREEMENT

BETWEEN

NISKAYUNA NURSE'S ASSOCIATION

AND

THE NISKAYUNA CENTRAL SCHOOLS

JULY 1, 2003 – JUNE 30, 2008

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 I

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)

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 II

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 III

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. The school nurse performs health related responsibilities under the supervision of the Building Principal, the Assigned Principal and Assistant Superintendent for Instruction.

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 (1996 rev.), The American Nurses Association (1985) and contained in Appendix B.

ARTICLE IV

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.

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

Section 2. Personnel are appointed each year by the Niskayuna Board of Education on an annual basis.

Section 3. Time off is to be granted for approved extra hours up to 40 hours in a week provided the time off is within the same school year as the time worked. Approved overtime in excess of 40 hours per week is to be compensated at one and one-half time rate.

Employees shall be granted approved compensatory time within the semester in which it is earned or by mutual agreement between the building principal and the employee, the compensatory time may be extended into the semester following the time period worked. 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. If the compensatory time cannot be scheduled between the Building Principal and employee, the employee will be compensated in monetary compensation.

ARTICLE V

PAYROLL DEDUCTIONS

- A. NNA shall have exclusive payroll deductions of membership dues under the following conditions:
1. The NNA shall provide a signed authorization from the individual and transmit it to the Business Office. The deduction will begin with the second payroll after submittal.
 2. The authorization shall be on a form approved by the district. Once this authorization has been filed it need not be renewed each year. Any changes in the amount of dues to be deducted will be made automatically in accordance with paragraph 3 below.
 3. The deduction shall be at a rate derived by dividing the number of pay periods into the amount of the unified membership dues.

The NNA will notify the Business Office by August 1 of the amount the dues will be for that year and the amount to be deducted each payroll. The deductions will begin with the first payroll in September and will continue until the total is deducted.
 4. An individual may revoke the authorization by filing a form supplied by the District with the Business Office. The deduction is to cease by the second payroll following the revocation.
 5. The District is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from payroll by resignation or otherwise. An individual may make a timely request to have deducted any balance of dues owed.
 6. Payment of such dues withheld shall be made to the Treasurer of the Unit on December 31 and June 30 of each school year.
- B. Repayment of loans from the Schenectady Teachers Federal Credit Union will be made according to the schedule provided by the member provided that the schedule is in even amounts except for a first or last balancing payment, and provided that the authorization is filed with the Business Office.
- C. The Board of Education shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The Board of Education will provide for overall administration of the United Way appeal, and NNA will distribute information concerning the United Way appeal and transfer pledges or contributions to the district liaison person with the United Way.
- D. The Board of Education shall provide payroll deduction of a regular amount at each payroll period for the systematic savings through the Credit Union.
- E. The District will comply with Federal and State law in making deductions from the paycheck of an employee.

ARTICLE VI

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. The full-time work day consists of 7.5 hours exclusive of lunch. The full-time hourly work week is 37.5 hours.

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 VII

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.

Section 2. When school opening is delayed reporting to work is equal to the same amount of time as the delay time. Those who report for work at a time after student starting time are expected to report at the normal time. Example: If your normal starting time is 10:00 a.m., you would report for work at 10:00 a.m.

ARTICLE VIII

PERSONAL LEAVE OR BUSINESS LEAVE

Section 1. Each employee who is assigned 30 hours per week or more may be allowed up to three (3) 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 him or her 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 Assistant 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 IX

DEATH AND ILLNESS IN FAMILY

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. Immediate family for purposes of this section shall include the following: own grandparents, father, mother, sister, brother, spouse, child, month and father-in-laws. For other family members and family-like relationships two days of leave shall be granted.

Section 2. In the event of more than one death in the immediate family during a year, the leave time is extended by a maximum of five (5) days.

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

ARTICLE X

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 165 working 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 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.

Section 5. At the commencement of the school year each employee shall be advised of the number of days of sick leave credit accumulated.

ARTICLE XI

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. Any employee currently employed by the District, who is appointed to a temporary position of less than a year in duration, will be returned to the job previously held upon termination of the temporary position.

Section 4.

- A. District Seniority shall be based upon an employee's total service with the District commencing with the employees' first date of employment in the District in this bargaining unit. Seniority for the members of the unit active on July 1, 1998, shall continue forward into this contract. Classification seniority shall be based upon an employee's total service within a particular classification as provided in Article III, hereinabove. Layoffs shall be made in inverse order of seniority by classification with seniority based upon total service in that particular classification. A laid-off employee with greater District seniority shall have the right to "bump" a less-senior employee in lower classification if the laid-off senior employee has been employed in that classification. The district will follow Civil Service law when reductions in force occur.
- B. In the event of a reduction in the work force, the District shall notify NNA 20 calendar days prior to the impact of said reduction. Upon written request of NNA the District shall meet with NNA to review such anticipated layoff at least seven (7) calendar days prior to the date of layoffs. The district shall provide NNA a list of employees scheduled for the layoff at least five (5) days prior to the meeting with the Representative.
- C. Employees laid off will be placed on a recall list for one (1) year with the last to be laid off being entitled to the first chance at a position which becomes open within the unit and for which the employee is qualified. An employee who refuses to accept an appointment when notified, for whatever reason, waives all rights regarding recall and shall be removed from said list.

If a former employee is rehired from the recall list, that employee will retain seniority and longevity from previous employment with the District. The employee will be continued on the recall list for the length of time stipulated by Civil Service.

Section 5. 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 6. Commencing with the 1998-99 school year, all new personnel added to the seniority list must be permanent employees.

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 7. Work Area – The District shall provide employees with work area facilities and environment in compliance with Applicable Federal and State Regulations and Standards.

ARTICLE XII

COMPREHENSIVE MEDICAL INSURANCE COVERAGE AND HOSPITALIZATION

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 Business Office.

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.

Effective July 1, 2004, the District shall pay the dollar equivalent of 80% of the average of the two lowest HMO premiums offered to eligible employees. The premium shall be determined as of July 1 of each year. Nurses shall pay the remainder of the premium of the health insurance plan chosen by the nurse.

Employees who retire prior to July 1, 2004, will pay 27.5% of the premium cost of such insurance. The District will pay the remaining 72.5%. Thereafter the HMO formula in the above paragraph shall apply. (District shall pay 72.5% of the average of the two lowest HMO premiums.)

Section 3. Personnel who had previously been employed for 30 hours per week but whose time decreased from the 30-hour work week in the new contract will still be covered by this plan. This does not apply to those who are not or never have been 30-hour employees.

Section 4. Additional information concerning the health insurance plan is available from the Business Office.

Section 5. Deductible –The deductible is \$100 for the individual plan and \$300 for the family plan. (Self-funded only).

HMO Co-pay – Employees who select an HMO shall the co-pay determined by the plan in which the nurse participates.

Prescription Drug Co-pay – Employees shall pay a rate determined by the plan in which the nurse participates. Self-funded plan participants shall pay a co-pay of \$10/15 for a 30-day supply of drugs and \$15/\$25 for a 90 day supply of drugs.

ARTICLE XIII

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. Booklets are available in the Business office.

Section 2. An employee may use up to 165 days of unused accumulated sick leave for retirement purposes in accordance with the 75-I retirement plan.

Section 3. The District shall provide the 75-I option for qualifying tier I and Tier II employees, effective July 1, 1992.

Section 4. 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 10 years, at full time, to qualify for this program.

2. Benefit Payments

- d. At the request of the employee part or all of the incentive shall be paid in the first pay period in the calendar year following retirement.

ARTICLE XIV

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. Effective July 1, 2003, the District will reimburse an employee up to \$75 per annum 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.

Effective July 1, 2005, the reimbursement will be \$100.

ARTICLE XV

OTHER BENEFITS

Section 1. Civil Service Benefits – for those who are in the New York employees Retirement System, the death benefit plan will be added to the Retirement Plan (section 60b and 360b).

ARTICLE XVI

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 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 XVII

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 XVIII

EVALUATION/WORK SECURITY

A. 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.

B. 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 before the Assistant Superintendent of Schools.
2. The employee shall be 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 Assistant Superintendent of Schools 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 school days of the date of the decision by the Assistant Superintendent 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 XIX

INFORMATION AND DATA

Section 1. The District will make available to NNA, upon 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.

ARTICLE XX

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. Information settlements at any state shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2. Definitions

- A. A “grievance” is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An “employee” is any person in the unit covered by this agreement.
- C. An “Aggrieved party” is the employee or group of employees who submit a grievance.

Section 3. Submission of Grievances

- A. 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.
- B. 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.
- C. 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.
- D. The aggrieved party may be represented at any formal level of the procedure by a representative chosen by the employee.

Section 4. Grievance Procedure

- A. Principal

The principal 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 Assistant Superintendent of Schools.

- B. The Assistant 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.

C. Board of Education

Within one calendar week of the determination by the Assistant Superintendent, 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 fifteen calendar days after the hearing.

D. Arbitration

1. 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.
2. 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.
3. 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.
4. 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 Association 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.
5. 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.
6. 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.
7. 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 XXI

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.

ARTICLE XXII

DURATION OF AGREEMENT

Section 1. The agreement shall commence July 1, 2003 and continue in effect until June 30, 2008.

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

Section 3. Except as otherwise expressly provided, this Agreement shall be fully retroactive to July 1, 2003.

Superintendent

NNA

Board President

NNA

Date

Date

APPENDIX A

General Wage Increase

Effective July of each year, employees hired prior to January 1 of that year shall receive the following wage increase in their hourly rate:

7/1/03	3.0%
7/1/04	3.25%
7/1/05	3.25%
7/1/06	3.50%
7/1/07	3.50%

The starting annual rate for a 1.0 FTE position shall be as follows:

Effective 7/1/03	\$20,804
Effective 7/1/04	21,220
Effective 7/1/05	21,645
Effective 7/1/06	22,078
Effective 7/1/07	22,519

Longevity

Nurses shall be paid a longevity stipend as follows:

Effective Date	Years of Service			
	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25+</u>
7/1/03	300	750	900	1050
7/1/04	325	775	925	1075
7/1/05	350	800	950	1100
7/1/06	375	825	975	1125
7/1/07	400	850	1000	1150

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

APPENDIX B

Preamble

Acknowledging the diversity of the laws and conditions under which school nurses practice, NASN believes in a commonality of moral and ethical conduct.

1. Client Care

The school nurse is an advocate for students, families, and members of the school community. The school nurse provides health services, and works to support the client's active participation in health decisions. Each individual's inherent right to be treated with dignity and confidentiality is respected. All clients are treated equally regardless of race, gender, socio-economic status, culture, age, sexual orientation, disability, or religion.

Interpretive Statement

- A. School nurses uphold a moral obligation to recognize human existence as the only prerequisite for all persons to be worthy of dignity, respect, and justice.
- B. School nursing services support and promote individuals' and families' ability to achieve the highest quality of life as understood by each individual and family.
- C. School nursing services are delivered with nonprejudicial behavior; clients' value systems are respected at all times.
- D. School nurses safeguard clients' rights to determine their own health-care decisions with the use of accurate and complete information. School nurses safeguard their clients' right to privacy through confidentiality.

2. Professional Competency

The school nurse maintains the highest level of competency by enhancing professional knowledge and skills and by collaborating with peers, other health professionals, and community agencies, adhering to the Standards of School Nursing Practice.

Interpretive Statements

- A. The profession of nursing is obligated to provide competent nursing care. The school nurse must be aware of the need for continued professional learning and must assume personal responsibility for currency of knowledge and skills.
- B. It is necessary for school nurses to have knowledge relevant to the current scope of practice. Since individual competencies vary, nurses consult with peers and other health professionals with expertise and recognized competencies in various fields of practice. When in the client's best interest, the school nurse refers to other health professionals and community health agencies.
- C. Nurses are accountable for judgments made and actions taken in the course of nursing practice. *School Nursing Practice: Roles and Standards* reflects a practice grounded in ethical commitment. The school nurse is responsible for establishing a practice based on these standards.

3. Professional Responsibilities

The school nurse participates in the profession's efforts to advance the standards of practice, expand the body of knowledge through nursing research, and improve conditions of employment.

Interpretive Statements

- A. The school nurse is obligated to demonstrate adherence to the profession's standards by monitoring these standards in daily practice and participating in the profession's efforts to improve school health services.
- B. The school nurse recognizes, participates in, and promotes research as a means to advance school health services and adheres to the ethics that govern research as follows:
 - 1. Right to privacy and confidentiality
 - 2. Voluntary and informed consent
 - 3. Awareness of and participation in the mechanisms available to address violation of the rights of human subjects.

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Code for Nurses

- 1. The nurse provides services with respect for human dignity and the uniqueness of the client, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
- 2. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
- 3. The nurse assumes responsibility and accountability for individual nursing judgments and actions.
- 4. The nurse maintains competence in nursing.
- 5. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
- 6. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
- 7. The nurse participates in the profession's efforts to implement and improve standards of nursing.
- 8. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
- 9. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
- 10. The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

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