



Agreement between the
Parkway Board of Education and the
Parkway Nurses Association
(PNA)

July 1, 2021 – June 30, 2024

INTRODUCTION

The following agreements have been reached by the representatives of the Parkway Board of Education and the representatives of the Parkway Nurses' Association. We hereby submit these agreements to the Board and to the Parkway NA for consideration and recommend their acceptance. The Board and the Association shall provide to each other appropriate evidence of final action.

Leslie Rothrock

Leslie Rothrock (Feb 25, 2021 12:21 CST)

Leslie Rothrock

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Aaron McPherson

SIGNATURE PAGE

AGREEMENT

Between

THE PARKWAY BOARD OF EDUCATION


And

THE PARKWAY NURSES' ASSOCIATION

This Agreement shall be effective July 1, 2021, and shall continue in full force and effect through June 30, 2024.

FOR THE ASSOCIATION

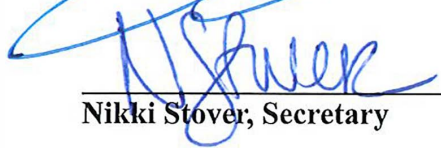
FOR THE BOARD OF EDUCATION



Leslie Rothrock, President



Jeff Todd, President



Nikki Stover, Secretary

DATE: March 10, 2021

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UNDERSTANDING OF THE AGREEMENT

ARTICLE 1

MUTUAL RECOGNITION AND EFFECTS OF THE AGREEMENT

This Agreement is entered into between the Board of Education of the Parkway School District of St. Louis County, Missouri, hereinafter referenced as the Board and/or District and the Parkway Nurses Association, hereinafter referenced as the Association and/or Parkway NA. Upon approval by the Board and the Association, the parties agree to be bound by the terms and conditions set forth below.

The Board recognizes the Association as the exclusive bargaining representative of all School Nurses holding a minimum of a BSN (Bachelor of Science in Nursing) in the bargaining unit represented by the Association. The bargaining unit shall be composed of all full and part time school Nurses holding a minimum of a BSN, licensed by the Missouri Board of Nursing. School Nurses are responsible for the health care, instructional, and/or related support services to a school community or a group of students in a school or other instructional setting. School Nurses are the only Nurses in the bargaining agreement identified as Nurses. Henceforth, a School Nurse is referred to as a Nurse throughout this agreement.

The Board and the Association agree that the best interest of the Parkway School District shall be served by establishing a Negotiations Process based on mutual respect and consideration, as we strive to reach agreement on matters of mutual concern. The parties agree to negotiate in good faith for the purpose of reaching a mutually acceptable agreement on matters related to salaries, hours, benefits, terms and conditions of employment and other matters of mutual concern affecting the work environment. To this end the parties agree to direct their designated representatives to meet at mutually agreed times and places in order to negotiate towards a successor agreement.

The Agreement between the Parkway Board of Education and the Parkway Nurses Association as agreed between representatives of the parties, upon acceptance by the Board of Education and the Parkway NA, will be effective July 1, 2021, through June 30, 2024. This Agreement shall be in place until a successor Agreement is negotiated. All provisions in this Agreement shall remain in effect subject to applicable law. Neither party may take any action that would not be consistent with the agreed terms and conditions of the Agreement, nor shall take any action that would unilaterally affect any terms and conditions of the Agreement. The Agreement, as ratified by the Board and the Association, shall be effective and binding upon the parties for its duration as agreed therein. Neither party may take any action that would not be consistent with the agreed terms and conditions of the Agreement, nor shall take any action that would unilaterally affect any terms and conditions of this agreement.

The Board and the Association believe that continuing a collaborative effort in the negotiations process is in the best interest of both parties. In addition, both parties will continue to foster a collaborative relationship.

Once a year, the Board and the Association will conduct a Communications Lab, attended by representatives of the Administration, the Association, and the Board of Education, to openly exchange information and points of view concerning priorities and ongoing activities of the District.

A Negotiations Steering Committee, comprising the President and Vice President of the Board of Education, the Superintendent of Schools, the Chief Human Resources Officer, Chief Financial Officer, the Parkway NA President and Vice-President, the (UniServ) Executive Director, and the Director of Health Services, shall meet prior to the expiration of the current Agreement to establish Communications Lab and negotiations schedules as may be agreed between the parties.

The parties agree to initiate the negotiations process beginning not later than ninety (90) days prior to the 1st day of March of the year in which the current Agreement is to expire. On or by April 1st of the expiration year, if no agreement has been reached on issues subject to negotiations, either party may declare an impasse by serving written notice of said impasse on unresolved issues to the other party. Each party shall be responsible for providing a list of resolved and unresolved issues. Within five days of such notice the parties agree to convene the Negotiations Steering Committee. It shall be the responsibility of the Steering Committee to facilitate the negotiations process.

When agreement is tentatively reached, it shall be signed by each party's representative team and submitted to the Association for ratification. Upon ratification, and approval by the Board of Education, the parties will execute a written Contract signed by the President and Secretary of the Board of Education and the President of Parkway PNA.

The Superintendent of Schools, Chief Human Resources Officer, the Director of Health Services, Chief Financial Officer, Parkway NA President and Vice President, with the (UniServ) Executive Director, will work collaboratively with the Board of Education to facilitate the implementation of the Agreement.

ARTICLE 2

PUBLICATION OF THE AGREEMENT

Those articles which have been agreed to or reaffirmed and which have been approved and adopted by the Board as policy or as administrative procedure will become part of the Agreement between the Parkway School District Board of Education and the Parkway-Nurses' Association. Upon acceptance by both parties, the document will be sent electronically by Human Resources to all Nurses.

ARTICLE 3

MANAGEMENT RIGHTS

Except as expressly limited by this Agreement, the parties agree that the District shall have the right to manage all District operations and to direct its workforce in accordance with the discretion of the Board of Education and/or as provided by law.

The parties agree that the terms and conditions of employment set forth in this Agreement shall be maintained in full force and effect during its term or until a successor agreement is negotiated. The Agreement may be modified only by mutual written agreement between the parties, and neither party shall take any unilateral action contrary to the terms of this agreement.

ASSOCIATION BUSINESS

ARTICLE 4

RELEASED TIME FOR ASSOCIATION OFFICERS

A. Meetings and Travel

1. The administration will comply with all reasonable requests from PNA for release time with pay to attend annual state and national conferences up to a maximum of six (6) days during the school year.
2. Association representatives will be released without loss of pay to attend to other association business when such activities are scheduled by the parties to occur during working hours.

ARTICLE 5

ASSOCIATION COMMUNICATIONS

A. The administration will approve the posting of notices or use of the intra-district mail to distribute information regarding Association activities under the following guidelines:

1. Informational materials or notices will be limited to newsletters; recreational and social activities; association elections and appointments, meetings and reports.
2. Posting will be limited to one location per building.

B. The Department of Human Resources will comply with all reasonable requests from officers of the PNA for updated lists of employees represented by the PNA.

ARTICLE 6

SALARY/ASSOCIATION DUES DEDUCTIONS

A. Permitted Deductions

The Board of Education authorizes the Administration to provide salary deductions as requested by its employees. Such deductions include, and are limited to:

- Public Educational Employees Retirement System (PEERS)
- Federal and State Withholding Tax
- FICA (Social Security)
- Health Insurance
- Voluntary Life Insurance
- Dependent Insurance (Medical, Dental, Vision)
- 403/457 retirement plans
- MOST - Missouri's 529 college savings plan
- Voluntary Charitable Deductions
- Personal Savings Accounts
- Garnishments
- Employee Association Dues

Other voluntary salary deductions may be agreed between the District and employee groups such as gym memberships or legal services. These are typically only added if over 60 employees with the District sign up for the deduction or there is a strong reason to believe over 60 employees will sign up for the deduction, if offered.

The District will provide electronic deposit of employees' paychecks to participating banking institutions elected by the employee.

B. Guidelines for Deductions

The following guidelines will be applicable to Nurses who desire to have professional Association dues, assessments, and voluntary contributions deducted from their payroll checks:

1. The Nurse must authorize deductions in writing on forms provided by the Finance Office.
2. Authorization for dues deduction will continue in effect from year to year unless revoked, in writing, by the Nurse.
3. Prior to August 15th of each school year, the PNA Treasurer will provide the Finance Office an updated listing of all applicable members and the amount of their deduction for the forthcoming school year.

4. Dues will be evenly deducted from the remaining checks for the school year after the listing in Step 3 is received. With the exception of when there are three checks in the month, that check will not have dues withheld.
5. Late deduction requests received in the Payroll Office will be deducted starting after one (1) week or the next payday, whichever is later, and continue for the balance of the school year.
6. By concurrent notice to the District and the PNA Treasurer, Nurses may withdraw payroll deduction authorization at any time except April 1 through August 15, when fees have already been encumbered for state and national dues.
7. The PNA Treasurer will provide the payroll office monthly the names of any Nurses who have withdrawn their dues authorization.
8. The Finance Office will forward a check for the deducted dues within five (5) working days following each pay period to the PNA treasurer, along with a listing of the names for each deduction.

EMPLOYMENT STATUS

ARTICLE 7

ASSIGNMENT

- A. Nurses accepting employment agree to accept the building assignment of the Superintendent of schools. Assignments may be changed, as required, to serve the best interest of the school system, taking into consideration the professional qualifications, interests and seniority of the Nurse. In the event of such change in assignment, the Nurse shall be notified by an administrator, as soon as possible, and provided with an explanation of the reasons for the change. Prior to a final decision, the administrator will consider any concerns of the Nurse; however the administrator's decision will be final.
- B. Parkway School District supports and recommends a Nurse serving every school building.
- C. Administration reserves the right to employ other health care workers as deemed necessary to meet health related needs of individual students. The Director of Health Services will work collaboratively with the School Nurse and coordinate supervision of such health care worker.

ARTICLE 8

JOB PERFORMANCE EVALUATION

At least one (1) formal job performance evaluation will be conducted per year or as many appraisals as the supervisor determines will be beneficial to the employee and the District. Said performance evaluations shall be conducted in collaboration between the building administration and the Director of Health Services. The results of these evaluations will be maintained in the employee's personnel file in the Human Resources Department.

Nurses will be notified of their evaluating administrator by August 31. A time line for the evaluation process will be communicated by the Director of Health Services to the Nurses and the Nurse's evaluation administrator. All performance evaluations will be completed prior to the end of the school year.

A committee composed of equal numbers of nurses selected by the Parkway PNA President and administrators selected by the Director of Health Services will be formed to review and revise the evaluation model including the process and procedures to utilize the model, a minimum of once per year.

ARTICLE 9

PERSONNEL FILES

- A. Each employee may review the contents of his/her building personnel file upon notification of the school principal and may review the contents of the official personnel file kept in the Administrative Center upon notification of the Chief Human Resources Officer. The employee may be accompanied by an Association representative to review his/her file or may authorize, in writing, the representative to conduct the review.
- B. When material other than transcripts, nursing certificates, and other documents required by law are placed in an employee's file, he or she shall be:
 - 1. notified of all material being placed in his/her files (at the Administrative Center or in the School), and any material which would adversely affect the employee will be dated and signed by the employee and his/her supervisor and given a copy of this material.
 - 2. provided an opportunity to attach a written response to materials in the files.
- C. Any material mutually determined by the District and the employee to be inappropriate or invalid shall be removed from the employee's personnel file.

D. Upon request of the employee, any material which would adversely reflect upon the employee will be removed from the employee's personnel file after five (5) years (as per reference B-1) provided:

1. there are no other adverse documented incidents; and/or
2. the District believes said documents need not be retained due to federal/state legislation/guidelines or the potential for litigation.

E. Any material held by the principal and/or District without the knowledge of the employee, and /or apart from the employee's official files, may not be utilized in any action which would adversely affect the employee.

F. In the course of a meeting between a Nurse and an administrator, the Nurse can request the continuance of the meeting in order to reconvene at a mutually agreed upon date for the purpose of securing a PNA representative.

G. The Administrator should advise the Nurse in advance of a meeting if any of the following situations occur:

- Potential adverse employment impact
- Any documents that may be signed as a result of the adverse action
- A decision made which could adversely affect the job security of the Nurse.

The Nurse will notify the Administrator that the meeting will need to be scheduled at a time when a PNA representative can be present.

ARTICLE 10

REDUCTION-IN-FORCE

In the event reductions in the Department of Health Services are required, these reductions will be based upon the overall operations of the District.

A. Method of Reduction

1. Normal attrition of nursing staff will be used as the primary means for this reduction.
2. If normal attrition does not achieve the needed reduction, the Chief Human Resources Officer in conjunction with the Director of Health Services will select the most qualified employees for the remaining openings.
3. All Nurses will be treated as a single group in the application of these criteria. The following criteria will be considered by the Chief Human Resources Officer for the reduction in force decision.

- a. full-time employment status
 - b. performance appraisals for the previous three (3) years
 - c. employee seniority
4. If the Chief Human Resources Officer determines there are two or more equally qualified Nurses, the most senior employees will be retained.
 5. Nurses on approved leaves of absence at the time a reduction in staff takes place will be considered in the decision process as if they were working at the time.

B. Conditions of Reduction

1. Any Nurse who would have qualified for retirement during the reduction year shall be permitted to work that year so as to acquire the last year of needed service. A Nurse will lose this privilege if he or she is the last individual within his or her respective group to be reduced.
2. Leaves of Absence may be granted by the Board, upon written request, when a reduction of staff is necessary in compliance with the Leave of Absence policies of the District.
3. During a reduction, affected Nurses will receive insurance benefits at the District's expense for a period of three (3) months, and may continue coverage at their own expense if they so choose. Affected Nurses may remain with the District's group insurance, at their expense, as long as they are not eligible for membership in another plan, for no longer than the current minimum requirement of COBRA.
4. New Nurses will not be employed by the District while there are Nurses of the District who are laid-off, unless there are not laid-off Nurses with proper qualifications to fill any vacancy which may arise.

C. Terms of Recall

1. Nurses affected by a reduction-in-force will be subject to recall for a maximum period of three (3) years. Nurses will be recalled as vacancies occur in the reverse order from which they were laid-off.
2. The District will give written notice of recall from layoff by sending a registered or certified letter to said Nurse at his/her last known address. It shall be the responsibility of each Nurse to notify the District of any change in address. The Nurse's address, as it appears on the District's records, shall be conclusive when used in connection with layoffs, recalls, or other notices to the Nurse. If a Nurse fails to accept notice of recall within ten (10) calendar days from the date of sending the recall, unless an extension is granted in writing by the District, the Nurse shall be considered to have voluntarily

terminated his/her individual employment contract and any other employment relationship with the District.

3. If a Nurse fails to accept a position offered by the district during the recall period, the Nurse will be considered to have voluntarily terminated his/her individual employment relationship with the district and will have relinquished all recall rights.
4. Nurses laid off due to staff reduction will not lose status or credit for previous years of service. Upon return to the District, they will assume the step position on the salary schedule which they would have held in the year following the reductions.

ARTICLE 11

TRANSFERS

A. Voluntary

1. All vacant positions will be posted for five days by the Department of Human Resources' on line application system when a position becomes available. Furthermore, each Nurse shall be notified electronically by the school district.
2. A Nurse may request a transfer of assignment to another building or department by completing the internal application by the posted closing date and submitting this application.
3. The professional experience and interpersonal skills of the Nurse requesting a transfer will be evaluated by the District's Director of Health Services and the administrator of the receiving school. First consideration will be given to currently employed full-time Parkway Nurses for all vacant positions, with preference given to Nurses who were involuntarily transferred the previous year. Current full time Parkway Nurses will be interviewed by the prospective administrators prior to formal interviews of external candidates. Vacancies will be filled on the basis of qualifications and other relevant factors, which will be made known along with the announcement of the vacancy.
4. Selection and final decision on assignments is the responsibility of the building principal in consultation with the Director of Health Services. After interviewing is completed, the administrator will notify the applicant of his/her decision.

B. Involuntary Transfers

1. Nurses who must be transferred to another building as a result of closed buildings, enrollment decline, curriculum reorganization, or other District reorganization decisions will be given first preference in filling any new vacancies.
2. Principals will select Nurses who were involuntarily transferred until all Nurses have been assigned to a position for which they are qualified. To the extent possible, a Nurse's preference in assignment will be honored.
3. Any involuntary transfer Nurse will be notified electronically by the Department of Human Resources confirming the school reassignment.

LEAVE POLICIES

ARTICLE 12

PAID SICK LEAVE

A. Duration

The Board of Education will grant paid sick leave to each Nurse, during the fiscal year in which the illness occurs, for the following reason:

1. Illness of employee
2. Quarantining of the employee

Absence with pay for illness in the immediate family--spouse, domestic partner, parents, brothers, sisters, children, grandchildren, grandparents, or any person who is wholly dependent upon the employee--is limited to a maximum of ten (10) days annually.

B. Guidelines

1. A Nurse who is absent or anticipates being absent from work due to personal or family illness for more than three (3) consecutive workdays, must adhere to the following guidelines within ten (10) calendar days of the initial absence:
 - a. A medical authorization release must be signed by the employee and sent to the Human Resources Department (Medical Authorization Release Form #333).
 - b. Written documentation must be received in the Human Resources Department from the employee's physician including dates of absences, medical reason for absences, treatment and anticipated date of return to work.

- c. Upon return to work from absences due to illness of more than three (3) consecutive workdays, the Nurse is required to present a physician's statement
2. The District shall track the utilization of paid sick leave provided Nurses, and in cases of frequent absences or recurring periods of short absences that exceed ten (10) days and/or may be considered unreasonable or excessive, the Chief Human Resources Officer has the authority to initiate an investigation. When an investigation is initiated, the employee shall be immediately notified and the employee shall be required to provide within ten (10) calendar days the following:
 - a. Detailed reasons in writing for each absence and related condition causing the absence;
 - b. A written medical statement from the attending physician(s), if applicable;
 - c. A medical authorization release as required by the District;
 - d. And other information pertaining to the investigated absence(s) as the District may deem appropriate.

If the employee's absences are found to be excessive and/or unreasonable, the District may take disciplinary action against the employee, up to and including dismissal.

3. The following procedures are essential elements in the proper and efficient administration of the District's paid Sick Leave program.
 - a. Employees should schedule medical and dental wellness appointments for self and/or family members, outside the regular school/work day, or request personal leave for such appointments.
 - b. Whenever possible and/or medically indicated, surgeries or disabling medical procedures should be scheduled when school is not in session;
 - c. Elective surgeries or other temporary disabling medical procedures and recovery from such procedures should not be scheduled during the 191 contractual work days.
4. Failure of a Nurse to return to work when declared able to perform his/her work, or failure to fully comply with these medical leave requirements may result in immediate suspension of paid medical leave and any associated benefits.
5. Leave During a Second Fiscal Year. Sick leave will be granted within a fiscal year. In a second fiscal year, additional extended leave (leave exceeding 30 school days) will only be granted if the Nurse has worked a minimum of 95 full days of the current or the prior year's contract. A Nurse may not combine days worked in the current year with days worked in the prior year in order to qualify for leave in a second fiscal year.

C. Family and Medical Leave Act

The Board and the Association agree that the level of employee's Sick and Medical Leave benefits provided in this Agreement create leave benefits greater than the benefits mandated by the FMLA of 1993 as amended. The parties further agree that the employee will have exhausted any claims to leave under the FMLA after having utilized the twelve (12) work weeks of FMLA leave provided under policy and FMLA forms will be completed by Nurses who qualify for the Family Medical Leave Act of 1993.

Parkway NA, as the exclusive representative of members of the bargaining unit subject to the terms and conditions of this Agreement, shall hold the Parkway School District harmless in regard to any civil action brought by individual bargaining unit members contrary to the agreed provisions of this section.

ARTICLE 13

PERSONAL LEAVE

- A. Requests for personal leave with pay for Nurses, not in excess of four (4) days per year, will be approved as needed for personal business. The Nurse need not state the nature of this personal business in requesting leave, but he or she may be contacted by the Chief Human Resources Officer or designee for an explanation if circumstances warrant.
- B. Except in cases of emergency, personal leave shall be applied for at least five (5) school days in advance of absence.

ARTICLE 14

UNPAID EXTENDED LEAVE

A. Adoption

A leave for the adoption of a child will be granted to any full-time Nurse. Application for adoption leave will be filed with the Department of Human Resources at the time the employee is approved for adoption privileges. The leave will commence as soon as the child has been released to the care of the adoptive parent(s). The right to leave will expire at the end of the twelve-month period beginning on the date of the placement of the child (P.L. 103-3).

The primary care giving parent will be entitled to up to six (6) weeks of paid leave by the District. This paid leave will be provided for employees adopting children of pre-kindergarten age. The provisions for fringe benefits and reinstatement will be the same as for Leave for Child Rearing.

B. Care for Sick Family Member

Leave to care for a sick family member is provided in accordance with the federal Family Medical Leave Act.

1. A request for unpaid leave to care for a spouse, domestic partner, child, or parent with a serious health condition shall be supported by a certificate issued by a doctor. If the District has reason to doubt the validity of the certification, the District may require, at the District's expense that the employee obtain the opinion of a second doctor designated by the District. In any case where the second opinion differs from the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third doctor designated or approved jointly by the District and the employee. Consensus of the doctors consulted shall be final and binding.
2. When medically necessary, unpaid leave to care for a spouse, domestic partner, child, or parent with a serious health condition may be taken intermittently or on a leave schedule that reduces the usual number of hours per workweek or workday. If the employee requests intermittent leave, or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.
3. When the necessity for such leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the District and shall provide the District with not less than thirty (30) days prior notice of the employee's intention to take leave.

C. Child Rearing

Leave without pay may be granted to any full-time Nurse for purposes of rearing his/her child under the age of two years.

A request for leave will be made to the Department of Human Resources at least four (4) weeks prior to the planned date of commencement of the leave.

When the child is born, leave may be granted for:

1. A portion of the current school year, or
2. The balance of the current school year, or
3. The balance of the current school year and the entire succeeding school year.

The District will provide medical, dental, life and vision insurance to an eligible Nurse for the duration of the leave, not to exceed twelve (12) work weeks. A Nurse is eligible for such

benefit if the employee has worked for the District for at least twelve (12) months and at least 1250 hours during the previous twelve (12) months (P.L.103-3).

A Nurse will receive advancement on the salary schedule commensurate with his/her most recent evaluation provided he/she has worked a minimum of 95 days during the year of the leave. Upon return to the District, the Nurse will be placed in a position for which he/she is qualified and will be considered for reinstatement to the same position or an equivalent position from which he/she was granted the leave. Unpaid leave for child rearing is also subject to the special rules applicable to the Family and Medical Leave Act of 1993 (P.L. 103-3).

Final approval will be at the sole discretion of the Board of Education.

Failure to return to full-time employment at the designated time without prior approval will constitute voluntary termination.

D. Foster Care Placement

1. Terms

The Board of Education will grant unpaid leave for up to twelve (12) work weeks during any fiscal year to an eligible Nurse because of the placement of a foster child with the employee. The right to leave will expire at the end of the twelve (12) month period beginning on the date of the placement of the child. A Nurse is eligible if the employee has worked for the District for at least twelve (12) months and at least 1250 hours during the previous twelve (12) months.

The District will provide medical, dental, life and vision insurance to the Nurse for the duration of the leave, not to exceed twelve (12) work weeks. Upon return from such leave, the Nurse will be restored to either the position held when the leave began or an equivalent position.

2. Guidelines

- a. When leave for foster care placement is foreseeable, based on an expected placement, the employee will provide the District with not less than thirty (30) days prior notice of the employee's intention to take leave.
- b. Unpaid leave for foster care placement is also subject to the special rules applicable to the Family and Medical Leave Act of 1993. [P.L. 103-3]

E. Leave for Other Reasons

Leave for other reasons may be granted without pay for a period not to exceed one (1) year. Application for leave will be made to the Department of Human Resources. The provisions and reinstatement, except for end of the third week of January deadline, will be the same as for Professional Leave, described in Article 15.

F. Return from Extended Leave – Refer to Board Policy

ARTICLE 15

VARIOUS SPECIAL LEAVES

A. Bereavement Leave

The Board of Education will grant bereavement leave with pay in an amount not to exceed five (5) days for each death in the immediate family, including spouse, domestic partner, parents, mother-in-law, father-in-law, brothers, sisters, children, grandparents, and grandchildren and not to exceed two (2) days for each death including aunts, uncles, nieces, nephews, brothers-in-law, sisters-in-law, children-in-law and grandparents-in-law. If death occurs to others of close relationship or connection, absence with pay, if requested by the employee, may be granted if approved by the Superintendent of Schools or designee. If extenuating circumstances, such as travel needs and funeral arrangements, require the employee to be absent for more than the designated number of days, additional leave with full pay may be approved by the Superintendent of Schools or designee.

B. Jury/Witness Leave

Upon notification by the employee and approval by the Superintendent of Schools or the Chief Human Resources Officer, absence with pay will be allowed for jury duty. If the employee receives compensation for serving jury duty on scheduled work days, wages will be given to the district. However, the employee will not receive pay if pursuing legal action against the District or its interests, or if called as a witness on the employee's own behalf in an action in which he/she is a party. Proof satisfactory to the District of required jury duty or testimony must be given before leave is approved.

C. Professional Leave

1. Full Year

Professional leave may be granted for advanced study, research, or any other reason which will be considered beneficial to the District. To be eligible for a professional leave, a staff member must have been employed as a Parkway Nurse for a minimum of three (3) years.

Employees will apply to the Department of Human Resources, in writing, and state the reason for the proposed leave, the subject area in which the studies will be conducted, and the place where the studies will be pursued. The Superintendent will review the application and make a recommendation to the Board of Education concerning the applicant. If the request is denied, the applicant will be notified as to the reason for denial. All applications for professional leave will be filed before the end of the third week of January, for a leave for the following year. It is realized that certain conditions may exist or arise which could make application impossible before the deadline. Applications made after the deadline, may be considered by the Superintendent for recommendation to the Board of Education.

Professional leave may be granted for one (1) year. Any request for extension of the leave should be made via a second application. A leave can be granted for less than a full year at the discretion of the Superintendent and the approval of the Board of Education.

Neither salary nor fringe benefits will be paid during the leave period. A non-teaching employee will receive advancement on the salary schedule commensurate with his/her evaluation provided he/she has worked the equivalent of two-thirds of the annual employment. Upon return to the District, the employee will be placed in a position for which he/she is qualified and will be considered for reinstatement to the same position or an equivalent position from which he/she was granted the leave.

Failure to return to full-time employment at the designated time without prior written approval will constitute voluntary termination.

2. Short Term (This program is suspended for the duration of the contract.)

Upon recommendation of the Superintendent of Schools, the District may approve short-term professional leave. Such leave may be granted for study, cooperative research with other institutions and/or business, and/or other reasons which would be beneficial to the District.

The following guidelines must be observed:

- a) Short-term professional leave will be granted for a maximum term of one (1) semester or its equivalent.
- b) During the term of the leave, the employee will be compensated at the rate of two-thirds (2/3) his/her regular rate of pay.
- c) During the term of the leave, the employee will continue to be considered actively employed by the District and will be provided with all employment benefits.
- d) An employee granted short-term professional leave will be obligated to continue his/her employment with the District for a period of no less than (1) school year following the school year of the leave, or the employee will refund all costs incurred by the District during the term of leave.

D. Emergency/Catastrophic Leave:

A request can be made to the Chief Human Resources Office for emergency/catastrophic leave up to six (6) days. Documentation must be provided prior to approval and all personal leave must be exhausted prior to this being approved or used. The Chief Human Resources Officer, or designee has the right to investigate matters. Emergency/Catastrophic leave includes, but is not limited to paternity leave, guardianship, flooding, etc.

E. Sabbatical Leave (This program is suspended for the duration of the contract.)

1. Eligibility and Obligation for Repayment

Sabbatical leave may be granted for a maximum of one year at a time to any Nurse who has been employed in the District for five (5) consecutive years. Such leave may be granted for graduate study or research that relates to the employee's areas of certification. Approval of any request for an extension of the leave will be at the sole discretion of the Board of Education.

The number of persons granted a sabbatical leave in any one year will be determined by the Board of Education, but will not exceed one percent of the Nursing staff as of January 31, of the year in which the leave is requested.

A Nurse with five (5) to ten (10) years of service may be granted a sabbatical leave without pay or may receive up to one-half of the basic contracted salary the employee would have been eligible to receive had the leave not occurred. Nurses with ten (10) or more years of Service will receive two-thirds (2/3) pay for the duration of the Board approved sabbatical leave. Any employee receiving salary during the sabbatical must render three years of service to the District upon immediate return from the leave. If three years of employment are not completed, repayment of the compensation received during the leave will be as follows:

- a. 0 years of service after sabbatical leave – 100% repayment
- b. 1 year of service after sabbatical leave – 2/3 repayment
- c. 2 years of service after sabbatical leave – 1/3 repayment

**If the grantee should die or become incapacitated, the debt will be null and void.

2. Application Process

- a. Written applications for sabbatical leaves must be filed with the Department of Human Resources prior to the end of the third week of January of the school year proceeding the year for which the leave is requested. Applications must state the reason for the requested leave, the subject area to be studied, and the place where the studies will be pursued. Recommendations from the immediate Supervisor and the Director of Health Services will accompany the request.
- b. Applicants will be scheduled to present their request before a review panel of three administrators, which will include the designated Assistant Superintendent and the Chief Human Resources Officer.

3. Selection Criteria

- a. The value of the request to the District in terms of current or future District needs and interests.
- b. Recommendations submitted with the application from supervisors, professors, or the employee's designated Assistant Superintendent.
- c. The applicant's employment history, including attendance and previous leaves.
- d. Total number of leaves requested for the same period.

4. Administrative Guidelines

Requests to pursue a Master's Degree solely for movement on the salary schedule will not be approved.

After reviewing the file of leave requests developed by the review panel, the Superintendent will make recommendations to the Board of Education concerning those requests. Applicants will be notified of acceptance or rejection of their leave requests by the Chief Human Resources Officer and if rejected, will be advised of the reason in relation to the selection criteria above.

Upon return to the District, the employee will be reinstated in a position for which the employee is qualified.

PROFESSIONAL PROCEDURES

ARTICLE 16

EDUCATIONAL REQUIREMENTS

A. Minimum BSN Requirement

Parties agree that the minimum requirement for new hires will be a BSN degree.

B. Continuing Education

1. The District requires up to fifteen (15) contact hours of continuing education each year as condition for step movement on the salary schedule. The cost of approved contact hours, including tuition; fees, travel, meals and lodging will be paid by the District according to District policy. The compensation rate of \$100 per day will be paid for continuing education earned outside of the regular work schedule. Three and one-half (3.5) hours or more constitute a day. Less than 3.5 hours is considered a half day with a payment of \$50.

2. Step changes delayed due to failure to complete mandatory continuing education requirements within the current fiscal year (July 1 through June 30) will not be paid retroactive. Repeated failure to satisfy the mandatory continuing education requirement will subject the employee to job targets and/or disciplinary action.
3. Employees who experience a personal or family illness that creates a hardship situation to comply with the requirements of continuing education credit may ask for a delay in satisfying the requirement but take the step earned through a year of employment. The Director of Health Services has sole discretion in granting a temporary waiver of the requirement.
4. If a temporary waiver is granted, the normal rate increase will be applied without delay. If the employee does not complete the requirement in the waiver period, the employee will be reduced to the previous rate and a payroll adjustment will be made to recover the amount of the rate increase and the employee will remain on the previous step for the balance of the current year.
5. Representative areas of study for continuing education credits include, but are not limited to:

anatomy/physiology	stress/somatic complaints
infectious/communicable diseases	emergency intervention
disaster planning	environmental health/safety
prevention & management of injury	physical assessment
pharmacology	nutrition
health screening technique	emotional behavioral disorder
child abuse and neglect	chronically dysfunctional families

- physical and psychological development, including an understanding of cultural diversity
- pathophysiology-disease processes both acute and chronic
- adolescent pregnancy, child-bearing, parenthood and pregnancy prevention
- national, state and local laws governing special education students, chronically ill students, the rights of the disabled, as well as laws affecting other students
- nursing care plans (development and implementation) — specialized caretaking procedures such as suctioning, catheterization, IV's, peritoneal dialysis, etc.

The Director of Health Services will decide the appropriateness of requests for in-service work that is not listed as part of the above representative grouping.

ARTICLE 17

PROFESSIONAL LEARNING

A School Nurse is expected to attend two (2) half-day professional development sessions on dates predetermined and agreed upon between the District and the professional Nurses. These dates will be published on the annual District Professional Development calendar.

ARTICLE 18

EXTRA DUTY PAY

- A. Extra duty compensation may be available through Health Services for Nurses who provide training and services before and/or after the regular school day. Extra Duty compensation rates and assignments will be determined by the Director of Health Services within budget constraints and extra duty.
- B. Workshop instructors will be compensated at the rate of \$200 per day.
Workshop/Course Instructor 3.5 hours or more equates to one day.
Workshop/Course Instructor less than 3.5 hours equates to a half-day (\$100)
- C. Nurses who work in the Parkway District summer school program will be compensated at the same rate of pay as the Parkway certified staff.

ARTICLE 19

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure will be to settle equitably, at the lowest possible administrative level and the earliest possible date, issues which may arise from time to time with respect to the terms and conditions of employment of professional Nurse personnel, exclusive of administrators and supervisors.

B. Definitions

1. Grievance — A grievance is an allegation based upon an event or condition which affects the terms and conditions of employment and which allegedly constitutes a violation, misinterpretation, or inequitable application of the terms of a contract, policy, written rule, or regulation followed in the operation of the District, or an allegation that a condition exists which endangers an employee's health or safety.

2. Grievant — A Nurse, (or group of Nurses, as provided in Section I, Paragraph 2) filing a grievance.
3. Party of Interest — A person who might be required to take action or against whom action might be taken in order to settle the complaint.
4. Association — Association refers specifically to the Parkway Nurses Association.
5. Day — Refers to a regular school day.
6. Representative — A person designated by the grievant or the respondent to act either with or for the grievant or respondent in this procedure.

C. Procedures

1. A grievant will have the right to represent himself/herself or, if he/she desires, to be represented by an Association representative or any other representative of his/her choice at meetings or hearings called for in Levels One through Four of the grievance procedure.
2. A representative chosen by the grievant must be recognized for each grievance and has the right to be present for any meetings, hearings, appeals, or proceedings in Levels One through Four of the grievance procedure.
3. Nothing contained herein will be construed as limiting the right of any Nurse having a grievance to discuss and/or resolve the matter with any administrator at any time and have the problem adjusted without the involvement of the Association. The Nurse, however, will have the option of requiring the presence of his/her representative at any discussion regarding a grievance which has been formally filed.
4. Any administrator who wishes to discuss a grievance informally with a Nurse will notify the Nurse and a meeting may be held at a mutually agreed time. If the Nurse wishes to have a representative present, adequate time will be provided to allow that representative to be present.
5. Nothing contained herein will be construed as requiring a Nurse or administrator to participate in informal discussion of a formally filed grievance.

D. Informal Resolution of Complaint

Within fifteen (15) school days following knowledge of a condition causing a complaint, and before filing a formal written grievance, a Nurse having a complaint will attempt to resolve the problem causing the complaint through informal means, by discussion with building administrators and/or other District administrators as may be appropriate.

E. Formal Procedures

1. Level One

If the grievant is not satisfied with the results of the informal effort, he/she will present a grievance in writing to his/her principal within five (5) school days. Within five (5) school days after receipt of the written grievance, the principal will schedule a conference with the grievant and/or the grievant's representative to discuss resolution of the grievance. Within five (5) school days following the conference (or within a reasonable time thereafter in the event it is impractical to respond within five (5) school days), the principal will provide the grievant with a written response to the grievance and, if a representative has been named, will provide a copy of the response to the grievant's representative. The principal's response will include the reasons upon which the decision was based.

2. Level Two

If the grievant is not satisfied with the disposition of his/her grievance at Level One, then the grievant may appeal the disposition in writing to the Superintendent within five (5) school days after the disposition at Level One. The Superintendent or designee will hold a hearing with the grievant, and his/her representative, and any person the grievant believes necessary to develop the facts of the grievance. The hearing will be held within five (5) school days of receipt of the appeal (or within a reasonable time thereafter in the event it is impractical to respond within five (5) school days). Following the hearing, the Superintendent or designee will provide the grievant with a written response to the grievance within three (3) school days after the meeting (or within a reasonable time thereafter in the event it is impractical to respond within three (3) school days), and a copy of the response to the grievant's representative. The Superintendent's response will include the reasons upon which the decision is based.

3. Level Three

- a. If the grievant is not satisfied with the decision on his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent or designee, he/she may either submit the grievance to advisory-arbitration at Level Three, or may appeal the Level Two decision to the Board of Education at Level Four. The grievant has five (5) school days after the Level Two decision or ten (10) school days after he/she has first met with the Superintendent or designee, whichever is sooner, to notify the Superintendent or designee that he/she wishes to pursue the grievance to either Level Three or Level Four.
- b. If the grievant is represented by the Association, the Association shall notify the Superintendent regarding the submission of the grievance to Arbitration. If the grievant is not represented by the Association, said grievance may not be submitted to arbitration, but the grievant shall have the right to appeal the matter to the Board of Education, Level Four of the grievance procedure.

- c. If the grievant has elected to submit the grievance to Arbitration, the procedures set forth in subsection F below will be utilized by the parties in selecting the arbitrator. The Arbitrator shall be required to conduct the arbitration in accordance with agreed procedures set forth herein and render a decision which shall be advisory only upon the parties.

4. Level Four

If the grievant is not satisfied with the decision of the Superintendent, or designee, he/she shall, within five (5) school days from the receipt of the decision of the Superintendent, or designee, request in writing a review of the grievance. After advisory arbitration, the grievant may request a review of the arbitrator's report by the Superintendent. The Superintendent will meet with the PNA representatives, and then make a recommendation regarding the arbitration decision to the Board of Education.

- a. Review of Level Three Ruling with Arbitration

The Board of Education, at its option in executive session, may hold a hearing or review the grievance along with the arbitrator's recommendation and any briefs submitted by the parties. This hearing or review by the Board of Education shall occur within fifteen (15) school days of the grievant's request for review (or within a reasonable time thereafter in the event it is impractical to respond within fifteen (15) school days). If a hearing is held, the provisions in paragraph (b) below apply as to procedure. If a review in Executive Session occurs, a written response will be rendered within five (5) school days following the review (or within a reasonable time thereafter in the event it is impractical to respond within five (5) school days). The Board's decision shall be final and binding.

- b. Review of Level Two Ruling without Arbitration

The Board of Education within fifteen (15) school days (or within a reasonable time thereafter in the event it is impractical to respond within fifteen (15) school days), shall hold a hearing with the grievant, his/her representative, and any other person the grievant believes necessary to develop the facts of the grievance. Following the hearing, the Board of Education shall provide the grievant with a written response to the grievance within five (5) school days after the hearing (or within a reasonable time thereafter in the event it is impractical to respond within five (5) school days), and copies to his/her representative. This response shall include the reasons upon which the decision was based. The Board's decision shall be final and binding.

F. Procedures for Advisory Arbitration

1. Definition of Arbitrator: A person selected in accordance with the procedures herein to identify the facts relevant to the grievance and to render an advisory recommendation which shall be advisory only on all parties.

2. Scope of Arbitration: The Arbitrator must rule in strict adherence to the definition of a "grievance" as defined herein; he will make no recommendation to change the Policies, Rules and Regulations of the Board of Education and no recommendation will be made which is contrary to law. It is clearly understood that the arbitrator's report and recommendation are advisory only and are not binding on the Board of Education.
3. Appointment of Arbitrator: The American Association of Arbitration (AAA) will be requested to submit simultaneously to each party an identical list of seven (7) Arbitrators. The Superintendent or his/her designee and a representative of the Association or the grievant will meet within five (5) school days of receiving the lists. Each party will strike one name at a time alternately until only one name remains. If this person is unavailable, his name will be deleted and the same procedure followed again to establish only one name.
4. Qualifications of Neutral Arbitrator: No person will serve as a neutral Arbitrator in any case in which that person has any financial or personal interest in the result of the case. Prior to accepting an appointment, the prospective Arbitrator will disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias.
5. Time and Place of Hearing: The parties will set a time and date for a hearing which is mutually convenient. Arrangement for the hearing will be mutually agreed upon and confirmed with all parties involved at least 48 hours prior to the hearing.
6. Attendance at Hearings: The hearing will be a closed session with only the following parties present: the grievant, his/her representative(s), the principal/administrator, Central Office representative, and the Arbitrator. Witnesses will be present in the hearing room only during that time when they are called to give testimony.
7. Witnesses: The number of witnesses to give testimony on behalf of either grievant or administrator will be limited to not more than ten. Each party is responsible for the presence and expenses of their own witnesses and will furnish a list of witnesses requested to appear to the other party at least twenty-four hours prior to the hearing. Witnesses employed by the District will be released without loss of salary or other benefits of employment.
8. Adjournments: Hearings will be adjourned by the Arbitrator only for good cause.
9. Oaths: Before proceeding with the first hearing, the Arbitrator will take an oath of office. The Arbitrator will require witnesses to testify under oath.
10. Stenographic Record: There will not be a stenographic record of the proceedings.
11. Submission of Data to Arbitrator: As soon as the AAA has appointed an Arbitrator and has notified both the grievant and the Superintendent, the Arbitrator will be furnished copies of the grievance procedure policy, copies of the original grievance statement, all

subsequent written responses or documents submitted during Levels One and Two, and relevant policies and other documents which have been cited by parties in support of their position. These materials will be provided by the District to the AAA with copies given to the grievant. This will contain a summary of dates of conferences and steps already taken.

12. Proceedings: The hearing will be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and the arguments of the parties. The Arbitrator will take appropriate minutes of the proceedings. Normally, the hearing should be completed within one day.
13. Arbitration Hearing in the Absence of a Party: The arbitration hearing may proceed in the absence of any party who, after due notice, fails to be present. A decision will not be made solely on the default of a party. The Arbitrator will require the attending party to submit supporting evidence and will render a recommendation based on the records submitted by the parties.
14. Evidence: Neither party will be permitted to submit in the arbitration proceedings any issue or evidence not submitted during the Level Two proceedings.
15. Evidence by Affidavit and Filing of Documents: The Arbitrator may receive and consider evidence in the form of an affidavit, but will give appropriate weight to any objections made. All documents, supporting testimony and arguments to be considered by the Arbitrator will be filed at the hearing. There will be no post-hearing briefs.
16. Conclusion of Hearing: The Arbitrator will ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator will declare and note the hearing concluded.
17. Serving of Notices: Any papers or processes necessary or proper for the initiation or continuation of the arbitration under these procedures and the delivery of the decision may be served upon such party (a) by mail addressed to such party or its representative at its last known address, or (b) by personal service.
18. Time of Arbitration Report: The Arbitrator will issue his advisory report in writing, including his statement of findings, conclusions and advisory recommendations within twenty (20) school days following the conclusion of the hearing.

G. Special Provisions for Association or Group Grievances

1. If in the judgment of the Association there has been a violation, misinterpretation, or inequitable application of the "Statement of Relationships" or *any* Agreement between the Board of Education and the Association, that complaint may be registered in writing or verbally with the Superintendent of Schools. The Superintendent within five (5) school days (or within a reasonable time thereafter in the event it is impractical to respond within five (5) school days), will confer with a representative of the Association in an attempt to resolve the matter to the mutual satisfaction of the parties. Following the conference, the

Superintendent will provide the Association with a written response within five (5) school days (or within a reasonable time thereafter in the event it is impractical to respond within five (5) school days). If the Association disagrees with the response of the Superintendent or his/her designee, it may submit the matter to Advisory Arbitration, Level Three of the grievance procedure or appeal the matter to the Board of Education, Level Four of the grievance procedure.

2. If a grievance affects a group of Nurses, a representative of that group or the Association may submit such grievance in writing at Level Two of the grievance procedure. If the grievance concerns only one school then the grievance shall be submitted to the building administrator. This step shall, in such a case, be considered Level one.

H. Professional Rights and Responsibilities of the Interested Parties

1. No reprisals of any kind will be taken by any party to this procedure against any party, witness, Association member, or other participant in this grievance procedure by reason of his/her participation.
2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. The Board and the administration will cooperate with the Association when a grievant has requested the Association to assist in the processing of the grievance. Furthermore, the Board and the administration will furnish the Association with information as required by the Association to assist in the grievance.
4. In cases where it may be required that a Nurse be released from his/her regular assignment in order to investigate or process a grievance, the Nurse will be released without loss of pay or benefits.

I. Adherence to Time Limits

1. Every effort should be made to expedite the procedure to settle the grievance promptly. All pertinent procedures for Levels One through Four, as defined in Section E, will be followed.
2. Failure at any step of the procedure to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered. Time limits, however, may be extended by mutual consent of the parties.
3. Failure to reply or render a decision at any level will be interpreted as resolution of the grievance in favor of the grievant.
4. In computing any period of time prescribed by this policy, the day on which the designated period of time is set is not to be included. The last day of the period so computed is to be included. In any case where any notice, answer or other communication is required to be

given in writing by one party to the grievance procedure to another, said notice, answer or other communication will be deemed given when: 1) delivered personally to the party entitled to receive the communication; or 2) is sent by first-class U.S. mail to the party's last known address, which will be the most current address contained in the employee's personnel file; or 3) when sent via electronic mail to the party's official District email address. Whenever any party has the right or obligation to act within a prescribed period after being given notice of the status of his/her grievance by mail, three (3) school days will be added to the prescribed period to allow the party to respond

5. Once proper notice of the decision regarding a grievance is given, disposition of the grievance will be deemed to have occurred.

ARTICLE 20

Suspension and Termination

When a nurse is being recommended for termination of employment, the Nurse will be notified in writing of the reason for termination and then will be suspended. Upon such suspension, a written notice will be provided to both the Nurse and the Association representative. Within five (5) work days, the Nurse or his/her Association representative may file a formal appeal with the Chief Human Resources Officer.

LEVEL ONE--CHIEF HUMAN RESOURCES OFFICER

The Chief Human Resources Officer will confer with the Nurse and/or his/her representative within five (5) work days of receipt of the appeal. Following review and investigation, the administrator will send a written notification of his/her decision to the Nurse and the Association within five (5) work days of the conference. If an appeal is not received within five (5) work days, the Nurse may be discharged at the discretion of management.

LEVEL TWO – SUPERINTENDENT OF SCHOOLS

If the Nurse is not satisfied with the results of the disposition offered at Level One, the Nurse and Association Representative shall present the appeal, in writing, to the Superintendent of Schools within five (5) work days of the Level One conference. Again, all efforts shall be made to resolve the issue in a cooperative manner. The Superintendent shall, within seven (7) work days, meet with the Nurse and Association Representative. The Nurse and Association Representative shall, within five (5) work days of the conference, receive a written response from the Superintendent.

LEVEL THREE –BOARD OF EDUCATION

If the Nurse is not satisfied with the decision rendered by the Superintendent of Schools an appeal, in writing, may be made to the Board of Education within five (5) work days of the receipt of the disposition at Level Two requesting a formal hearing. Within fifteen (15) work

days after such a request, the Board will review the appeal and, at its option in executive session, may conduct a hearing with the Nurse and his/her Association representative. The Board will notify the Nurse and the Association of its decision, in writing, within five (5) days including the reason for the decision. The Decision by the Board of Education is final and binding.

Forms for Filing and Appeal

Appropriate Appeal forms shall be used in the processing of all written appeals. (Appendix A)

Rights and Responsibilities of Interested Parties

No reprisals of any kind shall be taken by any party to this procedure against any party, any witness, or any participant in this appeal procedure by reason of such participation.

Adherence to Time Limits

Failure at any step of the procedure to appeal to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by management to respond within specified time limits shall result in the appeal being moved to the next level, unless a mutually agreed upon extended time line is determined by both parties.

WORKING CONDITIONS

ARTICLE 21

LUNCH PERIOD

Within each building, the principal will work with the Nurse to provide qualified individuals to insure that Nurse's office coverage is provided during his/her thirty (30) minute duty-free lunch period. The minimum requirement for these qualified individuals is certification in basic first aid and orientation to the Nurse's office procedures. The Nurse will still be available for emergency situations.

ARTICLE 22

HEALTH ROOM FACILITIES

- A. The Parkway administration and the PNA agree to make a collaborative effort to identify and update a prototypical model for health room facilities and plan for the provision in each building requiring professional nursing staff. Included in the effort will be a review of how professional Nurses are actively involved in facility planning at the building and District level and a review of the priority status for health room facilities in planning building modifications.

- B. The Director of Health Services and the Director of Facilities or his/her designee will work collaboratively to implement this effort and verify completion of modification projects.

ARTICLE 23

SCHOOL CALENDAR

The employment period for Nurses in accordance with the established school calendar including holidays occurring during the employment period, approved professional meetings and including meetings called by any District administrator. The annual Nurse's salary provides compensation for a maximum of 191 workdays as scheduled in the District's school calendar applicable to teaching personnel.

ARTICLE 24

SCHOOL HOURS

To facilitate student supervision and safety, as well as, Nurse contact opportunities, school hours for Nurses will be defined as a 7.5 hour work day including the combined thirty (30) minutes before and after the school day as approved by the building principal. Other than in emergency situations, Nurses will not be required to assume any building duties outside the normal school day.

In addition to the regular hours of duty, attendance at conferences or meetings called by administrators is considered a part of each Nurse's professional responsibility, provided such meetings are held at reasonable times and are of such duration not to unduly interfere with the Nurse's professional, personal and family responsibilities. Except in emergencies, Nurses should be given advance notice of such meetings.

Whenever possible, the professional staff is encouraged to utilize written/electronic means of sharing information, in an effort to minimize the need for staff meetings held outside the regular school day. Work on professional committees outside the regular school day will be strictly voluntary.

Nurses whose workday begin or end at a time other than the regular school day will be expected to attend certain District, school, or departmental meetings. These Nurses should be allowed to attend such meetings, if at all possible before or after school at times which are adjacent to their scheduled nursing responsibilities. The Nurse and the administrator(s) will mutually develop a plan for participation in District, school, or departmental meetings.

Professional Development activities including travel time on designated Professional Development days will occur during normal school hours. Travel and related expenses incurred by the Nurse directly related to the required professional development activity occurring outside the District will be reimbursed by the District.

ARTICLE 25

CAMP DUTY

Professional School Nurses will not be required to attend camp; however, the Nurse must inform the school principal of his/her desire not to attend camp at least thirty (30) days in advance of the camp date. Parkway fulltime Nurses attending camp will be paid an additional \$750.00.

WAGES AND BENEFITS

ARTICLE 26

EMPLOYEE INSURANCE

A. Medical/Dental/Vision Insurance

1. Eligibility:

- a. All full-time Nurses will be provided with District paid medical, dental, and vision care insurance.
- b. Nurses who are employed at least half time (.50 of a full work day) shall be provided, at the employee's option, medical, dental, and vision insurance with one-half of the premiums paid by the District.
- c. All full-time Nurses who enroll their dependents in the Parkway Group Insurance Program will have fifty (50) percent of the premium for the dependents' medical, vision, and dental insurance paid by the District.
- d. Nurses who are employed at least half time and wish to enroll their dependents in the Parkway Group Insurance Program will have twenty-five (25) percent of the premium for the dependents' medical, vision, and dental insurance paid by the District.

2. Benefit Levels

- a. The District will attempt to maintain the specific programs in effect in July 2010. A benefits committee made up of a Nurse(s) representative(s) appointed by the president of PNA and representatives of other employee groups appointed by the Superintendent will evaluate the District's health insurance program annually. No major changes will be made prior to thorough review by this committee. The Chief Financial Officer will consider input from the committee in making recommendations to the Board of Education.

- b. If the annual premium rates for any individual health insurance plan (medical, dental, or vision) increase by more than five (5) percent, the District may share equally with covered employees any amount of premium cost increases in excess of five (5) percent for that plan.

3. Section 125 Plan

The District will make available an IRS Section 125 plan for those employees the insurance premium contributions through payroll deductions and for qualified child and dependent care expenses.

4. Administration

- a. Effective termination date of employee and dependent coverage is the last day of the calendar month in which termination occurs. In the case of Nurses who complete the school year, termination date of coverage will be July 31.
- b. Nurses who retire or become totally disabled or spouses and dependents of Nurses who die while employed by the District will have the opportunity to remain within the District's medical/dental/vision insurance program on a contributing basis so long as they continue to meet the eligibility requirements of the plan.

NOTE: Status as a retired or disabled employee is determined by qualifying for benefits under the state retirement system.

B. Life Insurance Coverage

1. All full-time Nurses employed prior to the 1993-94 school year will be provided \$50,000 life insurance policy, plus accidental death and dismemberment coverage. All new full-time Nurses employed for the 1993-94 or subsequent school years will be provided a life insurance policy equivalent to their regular contracted salary, not to exceed \$50,000, plus accidental death and dismemberment coverage. Premiums for such optional insurance must be paid by the employee through payroll deduction.
2. Nurses who are employed at least half-time (.50 of a full work day) will be provided, at the employee's option, life insurance with one-half of the premium paid by the District.
3. Nurses who retire or leave the District will have the opportunity to convert their life insurance to individual policies, if permitted by the insuring company.

C. Liability Insurance

1. The District will provide liability insurance coverage for protection against claims arising from acts performed within the scope and responsibilities of the Parkway

professional nursing position. This coverage is not valid for claims arising from secondary employment or non-Parkway related activities.

ARTICLE 27

CHANGE PROCESS

The Board of Education is committed to the philosophy and practice of transparent, collaborative decision making. To this end Parkway principals and other administrative personnel will create an environment in each school and/or work site and at the district level wherein nurses and other employees are encouraged to express freely their professional views in shaping decisions affecting students and school operations. Furthermore, the school district and the Association are committed to establishing and maintaining a relationship in which each party is respected and valued as a professional partner.

The District and the Association agree to collaborate in promoting meaningful change and improvement in order to create the best educational environment for students. In order to promote the fullest and most efficient professional collaboration, nurses and administrators will work together to define an issue, gather information about the issue, then offer a recommended solution. The explanation for the recommendation will be shared with all concerned parties.

If concerns arise about practices which the Association or nurses believe are inconsistent with the terms of this Agreement, and these concerns cannot be resolved at the building or department level, the Parkway PNA President and/or the Association's (UniServ) Executive Director will meet with the Superintendent or designee to discuss and attempt to resolve the matter.

ARTICLE 28

SALARY SCHEDULE OPERATIONAL PLAN

A. General Terms

1. Nurses are appointed by the Board of Education on the recommendation of the Superintendent of Schools.
2. This schedule applies to all full-time and part-time Nurses employed by the Parkway School District. Full-time Nurses are those working a full seven-hour day. Part-time Nurses are those working less than a full day.
3. Nurses accepting employment agree to accept the assignment of the Superintendent of Schools. Assignments may be changed during the school year in accordance with Board Policy GCI as required to serve the best interests of the school system.

4. An employment period of up to 191 days (unless in compliance with state law, additional days are required to make up lost days due to inclement weather conditions per School Calendar Article) is covered by this schedule, including legal school holidays and approved professional meetings.

B. Special Provisions

1. Nurses are employed on a salary only basis and not as hourly wage earners.

C. Extended Duty

1. Extended duty will be compensated at a daily rate of pay. The daily rate will be computed based upon a Nurse's annual salary divided by the number of workdays on the school calendar.

Early Childhood/Elementary	5 days
Middle School	5 days
High School	5 days
Alternative Schools	1 day

D. Payment Schedule

1. Salaries determined by this schedule will be paid in twenty-six (26) installments, disbursed on every other Friday. When a payday falls during a holiday or break, the salary installment will be paid on the regularly scheduled Friday.
2. The balance of salary due after the close of the school year will be distributed in a final payment on the last scheduled working day upon completion of check out procedures with the building principal.
3. All salaries paid for non-contractual assignments (workshops, camp) will be paid within the next two regular biweekly pay periods following the completion of the assignment.

E. Placement on Salary Schedule Channels

1. All Nurses must hold a BSN degree to hire for employment.
2. Nurses holding a BSN degree plus 15 credits toward a Master's Degree appropriate to the specialty of school nursing, as determined by the Director of Health Services, will be compensated on Channel II of the salary schedule.
3. Nurses holding a Master's degree applicable to school nursing, will be compensated under Channel III of the salary schedule. Acceptable Degrees onto the Master channel include the following are but not limited to, MS in Public Health, MSN in Informatics, MS in Mental Health, MSN Family Nurse Practitioner, MSN Pediatric Nurse Practitioner, MSN in Nursing Education and Masters in School Nursing.

If there is a degree in question, the Chief Human Resource Officer and Director of Health Services will determine acceptability.

F. Placement on Salary Schedule Step

1. Nurses newly employed by the District may be given step credit placement for the following professional experiences immediately prior to their employment in Parkway;
 - a. Documented evidence of School Nurse experience similar to Parkway School District school nursing practice,
 - b. Equivalent pediatric nursing experience,
 - c. Equivalent community health/public health experience,
 - d. Equivalent emergency room or urgent care experience.
2. The Director of Health Services will contact references from the previous employer to verify length and equivalent experience. If the experience is considered an enhancement to the School Nurse position being filled, a newly hired Nurse, depending on the administrative evaluation of the experience, may be placed up to Step 5 on the salary schedule.

G. Step and Channel Changes

1. Step Changes

- a. For the duration of this contract, a Nurse is qualified for a step change (advancement) after completing each school year of full time employment and submitting documentation of completion of required continuing education. The step change will be effective for the following school year.

2. Channel Changes

- a. For advancement from channel to channel, a School Nurse must provide an official university transcript to the District that she/he has completed the required educational credits for placement on the requested channel. The salary increase commensurate with the channel change will be effective as of the date the Board of Education approves the channel change.

H. Salary Supplements

1. National School Nurse Certification

- a. All Nurses who obtain national certification as a School Nurse and provide documentation of that certification to the Director of Health Services will receive an annual salary supplement of \$3000 per school year. The supplement will be prorated across the Nurse's regular pay periods. Payment of the supplement will begin when the documentation is accepted by the District. If that acceptance occurs during the course of a school year, the supplement shall be prorated for that year based upon the amount of the school year remaining after the documentation has been accepted by the District.
- b. In the event a Nurse allows such a certification to lapse, the Nurse will immediately report the change in status to the District and the Nurse will no longer be entitled to receive the salary supplement. Payment of supplement installments will be stopped, as of the date the certification was lost.

**ARTICLE 29
SCHEDULES**

Year 1 - Step Increase

Year 1 21-22			
Step	BSN	BSN15	MSN
	Annual Salary	Annual Salary	Annual Salary
01	\$41,056	\$43,683	\$46,310
02	\$41,979	\$44,613	\$47,294
03	\$42,923	\$45,562	\$48,298
04	\$43,888	\$46,532	\$49,323
05	\$44,875	\$47,522	\$50,370
06	\$45,883	\$48,533	\$51,440
07	\$46,915	\$49,566	\$52,532
08	\$47,970	\$50,620	\$53,647
09	\$49,048	\$51,697	\$54,787
10	\$50,150	\$52,797	\$55,950
11	\$51,278	\$53,921	\$57,138
12	\$52,431	\$55,068	\$58,351
13	\$53,609	\$56,240	\$59,590
14	\$54,814	\$57,437	\$60,855
15	\$56,047	\$58,659	\$62,147
16	\$57,307	\$59,907	\$63,467
17	\$58,595	\$61,182	\$64,814
18	\$59,912	\$62,483	\$66,190
19	\$61,259	\$63,813	\$67,596
20	\$62,636	\$65,171	\$69,031
21	\$64,044	\$66,558	\$70,496
22	\$65,484	\$67,974	\$71,993
23	\$66,956	\$69,420	\$73,522
24	\$68,461	\$70,897	\$75,083
25	\$70,000	\$72,406	\$76,677

Total on Schedule = 5.1%

Year 2 - Step Increase

Year 2 22-23			
Step	BSN	BSN15	MSN
	Annual Salary	Annual Salary	Annual Salary
01	\$41,056	\$43,683	\$46,310
02	\$41,979	\$44,613	\$47,294
03	\$42,923	\$45,562	\$48,298
04	\$43,888	\$46,532	\$49,323
05	\$44,875	\$47,522	\$50,370
06	\$45,883	\$48,533	\$51,440
07	\$46,915	\$49,566	\$52,532
08	\$47,970	\$50,620	\$53,647
09	\$49,048	\$51,697	\$54,787
10	\$50,150	\$52,797	\$55,950
11	\$51,278	\$53,921	\$57,138
12	\$52,431	\$55,068	\$58,351
13	\$53,609	\$56,240	\$59,590
14	\$54,814	\$57,437	\$60,855
15	\$56,047	\$58,659	\$62,147
16	\$57,307	\$59,907	\$63,467
17	\$58,595	\$61,182	\$64,814
18	\$59,912	\$62,483	\$66,190
19	\$61,259	\$63,813	\$67,596
20	\$62,636	\$65,171	\$69,031
21	\$64,044	\$66,558	\$70,496
22	\$65,484	\$67,974	\$71,993
23	\$66,956	\$69,420	\$73,522
24	\$68,461	\$70,897	\$75,083
25	\$70,000	\$72,406	\$76,677

Total on Schedule = 2.2%

Year 3 - No Step Increase

Year 3 23-24			
Step	BSN	BSN15	MSN
	Annual	Annual	Annual
	Salary	Salary	Salary
01	\$41,979	\$44,613	\$47,294
02	\$42,923	\$45,562	\$48,298
03	\$43,888	\$46,532	\$49,323
04	\$44,875	\$47,522	\$50,370
05	\$45,883	\$48,533	\$51,440
06	\$46,915	\$49,566	\$52,532
07	\$47,970	\$50,620	\$53,647
08	\$49,048	\$51,697	\$54,787
09	\$50,150	\$52,797	\$55,950
10	\$51,278	\$53,921	\$57,138
11	\$52,431	\$55,068	\$58,351
12	\$53,609	\$56,240	\$59,590
13	\$54,814	\$57,437	\$60,855
14	\$56,047	\$58,659	\$62,147
15	\$57,307	\$59,907	\$63,467
16	\$58,595	\$61,182	\$64,814
17	\$59,912	\$62,483	\$66,190
18	\$61,259	\$63,813	\$67,596
19	\$62,636	\$65,171	\$69,031
20	\$64,044	\$66,558	\$70,496
21	\$65,484	\$67,974	\$71,993
22	\$66,956	\$69,420	\$73,522
23	\$68,461	\$70,897	\$75,083
24	\$70,000	\$72,406	\$76,677
25	\$71,575	\$73,948	\$78,303

Total on Schedule = 2.2%

Note: NCSN (National Certified School Nurse) receives a \$3,000 stipend annually.



**PARKWAY NURSE ASSOCIATION
TERMINATION APPEAL FORM
(Appendix A)**

The purpose of the termination appeal process is to provide the opportunity for a Nurse to appeal a recommendation for termination.

IN ORDER TO BE TIMELY, AN APPEAL MUST BE SUBMITTED BY THE NURSE TO THE CHIEF HUMAN RESOURCE OFFICER WITHIN FIVE (5) WORKING DAYS. IF AN APPEAL IS NOT RECEIVED WITHIN FIVE (5) WORK DAYS, THE NURSE MAY BE DISCHARGED AT THE DISCRETION OF MANAGEMENT.

Failure of the aggrieved party to appeal a decision at any step within the specified time limits shall constitute a termination of the appeal. Failure to render a decision at any step of this procedure within the specified time limits shall permit the Nurse to proceed to the next step.

EMPLOYEE INFORMATION

Employee Name: _____ **Date:** _____
Home Address: _____ **Phone #:** _____
Work Location: _____ **Position:** _____
Direct Supervisor: _____ **Supervisor's Title:** _____

Nature of the Appeal: *Identify the reason for the appeal and please include any names, dates, and any information that may be relevant to your situation.*

Remedy sought: (Attach additional sheet if necessary.)

Signature of Employee

Date

