

ARTICLES OF AGREEMENT

of

**The Hazelwood School District
Board of Education**

and the

**Hazelwood Association of Healthcare
Professionals**

(Nurses)

2023-2024

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ARTICLE 1

INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Hazelwood School District and representatives of the Hazelwood Association of Healthcare Professionals (HAHP), the designated exclusive bargaining representatives of all nurses employed as an LPN or RN providing services in Hazelwood School District, exclusive of supervisory and administrative employees, full or part time, who are paid on the basis of the Nurse salary schedule. The undersigned hereby submit these agreed articles to the Board of Education as Articles of Agreement and recommend its adoption.

The Board may modify the agreement in emergency, unforeseen or unusual situations such as disasters or other causes of financial hardships that would prohibit the district from operating in a responsible and legal manner. Examples of these situations would be fire, flood, tornadoes, earthquakes, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all inclusive and this clause is not limited to those items listed above. In the event that the district determines that there is an emergency situation as defined above it shall reconvene the negotiations process with HAHP representatives to discuss the situation, collaborate on possible solutions and reach resolution regarding a mutually-agreed upon outcome.

Nothing in this agreement should be interpreted to conflict with any and all Board duties permitted by Missouri statutes.

Pursuant to the above, the Board of Education of the Hazelwood School District has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit on May 16, 2023. This agreement between HAHP and the Hazelwood Board of Education shall be in effect from July 1, 2023 through June 30, 2024 with openers on articles mutually agreed upon.

BOARD OF EDUCATION TEAM

Cheryl P. Lathorn
Deane Livingston
Robert L. Burdough
Spencer A. Smith - President
Elizabeth A. Rachel
Scott A. [unclear]
Scott A. [unclear]

HAHP

Patricia Tullington

ARTICLE 2

EMPLOYMENT AT WILL/NURSE GRIEVANCE DISCUSSION AGREEMENTS

Nurses shall not have claim to continued employment and shall be considered employees at will and may be terminated at any time for personnel or fiscal reasons.

Nurses who are absent for any reason and whose absences exceed their allowable days of annual leave, plus all accumulated days of leave, and have not been granted an extension thereof by the Board or superintendent, will be deemed to have taken excess leave and will be subject to suspension without pay or termination (all extensions granted by the superintendent will be reported to the Board). Allowable days include sick days or option days. Nurses who exceed their allowable days may present a doctor's excuse in order to avoid disciplinary action.

The agreement between the Board of Education and HAHP shall govern grievances by the employees in that discussion unit. The grievance procedures extended to nurses by the Board from time to time shall not be deemed to grant the nurses an employment contract.

Nothing contained in this policy or in any other policy of the district shall prohibit the district from terminating at will employees at any time when, in the sole discretion of the Board, the position that the nurse fills is no longer necessary for the purposes of the district; or the Board, in light of fiscal conditions, considers the termination of the nurse is necessary to preserve the financial health of the district.

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ARTICLE 3

NURSE COMMUNICATION

Communications with the Nurses

The following measures shall be taken to ensure district-wide communication between the administration and the nurses of the Hazelwood School District:

1. Planned, regular and recurring personal contacts between officials of the district office and personnel in the schools.
2. District and school wide meetings of faculty.
3. District-wide written communications media.
4. District-wide reports.

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ARTICLE 4

NURSE ETHICS

The Board of Education expects that each nurse shall put forth every effort to promote a quality instructional program in the school district. The Board has stated its policies in the manual entitled Online District Policy Manual. All nurses are expected to be familiar and be in compliance with the contents of these policies.

The Board's various policies relating to conflict of interest will be made known to all nurses. It shall be deemed unethical for any nurse to attempt to influence a Board member outside of an official Board Meeting in regard to assignments, purchase of equipment and supplies, selection of textbooks, or like matters which are ultimately decisions delegated to the Superintendent/designee.

An effective educational program requires nurses with integrity, high standards, empathy, and human understanding. All nurses will be expected to adhere to the general staff ethics policy endorsed by the Board.

The Board of Education expects the nurses to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, co-workers and officials of the district.

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ARTICLE 5

NURSE HEALTH AND SAFETY

The health and safety of all nursing staff is of vital importance to the school district. The Board will seek to provide safe working conditions for all nurses, and will give prompt consideration to those conditions that may present a threat to the health and safety of nurses. Any time a nurse has a concern about unhealthy, unsafe or hazardous working conditions, he/she should report it to his/her principal or immediate supervisor, who will evaluate the concern and determine a course of action.

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ARTICLE 6

NURSE PROTECTION

Insurance coverage for the Hazelwood School District nurses will be as follows:

Liability Insurance -- All nurses will be provided liability insurance that will cover, subject to the provisions thereof, claims arising from acts performed within the scope of their employment.

Workers' Compensation Insurance -- All nurses are covered by Workers' Compensation insurance and are eligible for compensation for an injury incurred in the performance of their job. Any accident resulting in injury, no matter how minor, must be reported to the immediate supervisor, who in turn will notify the appropriate administrative office. Following treatment, proper forms must be completed and submitted to the appropriate administrative offices.

1. If the nurse is in one of the school buildings during school hours, the nurse will report to another nurse, if available, who will give emergency care, evaluate the nature of illness or injury, and recommend the procedure for further care.
2. The immediate supervisor is to be notified.
3. During non-school hours the supervisor is to be notified, who will authorize medical attention. If the nurse is incapable of transporting self to an emergency room, an ambulance is to be called.
4. After receiving medical attention, the nurse is to report back to the supervisor.
5. The safety and security director must be notified within 24 hours following injury or illness.
6. When injured while out of the district on school assignment, the immediate supervisor is to be notified immediately.
7. The district does not permit the use of paid leave for absences during the period when the employee receives workers' compensation wage benefits. Because by law an employee will not receive workers' compensation wage benefits for the first three (3) days of absence if the total absence is less than 14 days, the district will apply available paid leave for those days. However, the employee will only receive compensation for those days once the district knows that the employee will not receive workers' compensation wage benefits for those days.

8. Employees who are absent due to an illness or injury compensable under workers' compensation and who are receiving such compensation will not lose seniority.
9. When a nurse is cleared to return to work from a Workers' Compensation injury and there is need for follow-up physical therapy, the nurse should be instructed that he/she needs to schedule the appointments before or after regular work hours. If he/she decides to schedule the appointment during regular work hours, he/she will be charged with the time off work (compensable or personal leave).
10. Worker Compensation procedures will be available in each school and on the district website. The nurse will be notified in writing by the department of school safety regarding any issue related to nurse retirement credits.

Unemployment Compensation Insurance -- All eligible school nurses are covered by unemployment compensation, and are subject to the provisions thereof.

Medicare Coverage -- All nurses are included in the Medicare system, and thus will become eligible for Medicare hospitalization coverage at age 65, or as otherwise provided by federal law.

Legal Counsel

Any case of assault upon a nurse shall be promptly reported to the Superintendent or his or her designee. The Board shall cooperate with any criminal proceedings as a result of the assault and provide legal counsel to the employee if questions arise when dealing with law enforcement and judicial authorities. This does not obligate the Board of Education to provide legal services to the nurse for seeking damages through civil court proceedings.

Court Appearance

In the event an "actively at work" nurse is called as a witness in connection with the prosecution of a work-related assault, there will be no loss of compensable or personal leave.

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ARTICLE 7

DRUG-FREE WORKPLACE

The following are situations in which nurses may be required to undergo testing for drug or alcohol use:

- When there is reasonable cause to suspect that a nurse has consumed alcoholic beverages or controlled substances on or off school property during, and/or before reporting to work.
- When a nurse is involved in a work-related accident in which the nurse is injured, the nurse injures someone else, or district property has been damaged and there is reasonable cause to suspect that the nurse's involvement in the accident is due in part or whole to the employee's consumption of alcoholic beverages or controlled substances.

Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the nurse's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. Personnel responsible for reasonable suspicion judgments (after appropriate training) are as follows:

Supervisor -- principal, assistant principal, lead nurse

If the supervisor has reasonable cause to suspect, he/she shall request (through the principal or designee) that the superintendent/designee evaluate the nurse.

Superintendent or Designee

May include the superintendent or an appropriate administrator he/she designates (usually a director or Assistant Superintendent)

If the superintendent/designee agrees that reasonable suspicion tests have been met, he or she may require the nurse to undergo testing for drug or alcohol use.

When it is evident that a nurse has consumed alcoholic beverages or controlled substances off school property during and/or before a school activity, which in the opinion of the school district administrators might impair the nurse, the nurse will not be allowed on school property, or to participate in school activities.

Nurses who violate this regulation will be subject to the same penalties as for possession or consumption on school property.

The Board of Education hereby commits to a continuing good-faith effort to maintain a drug-free workplace.

Process Chronology

1. Supervisor confirms reasonable suspicion and refers nurse to the superintendent or designee.
2. Upon confirmation of reasonable suspicion, the nurse will be informed of their right to representation.
3. Superintendent/designee interviews nurse.
4. If superintendent/designee confirms reasonable suspicion, the nurse will be sent for testing.
5. At the conclusion of the testing process, the testing agency will discuss the results with the nurse.
6. If a positive test result is confirmed, the nurse will be scheduled to meet with the superintendent/designee and may be accompanied by an appropriate nurse representative.
7. The superintendent/designee will apprise the nurse of the recommendation that will be submitted to the Board of Education.

The Drug-Free Workplace policy shall be communicated in writing to all present and future nurses. Compliance with the policy is mandatory.

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ARTICLE 8

NURSE PARTICIPATION IN COMMUNITY ACTIVITIES

The Board urges the nurses to participate constructively in activities of the school district community. In their relationships with community groups, a conscientious effort should be made by all employees to make school life a part of community life, and to bring the community closer to the schools. Nurses should endeavor to know the community's influence on and opportunities for students, as well as for themselves.

Nurses are reminded that they may be viewed by the community as representatives of the school district. Therefore, employees should be careful that any information they carry to the public is correct information, not rumor or part truth.

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ARTICLE 9

NURSES PARTICIPATION IN POLITICAL ACTIVITIES

The Board of Education recognizes that nurses of the district have the same fundamental civic responsibilities as other citizens. Among these are campaigning for elective public office and holding an elective or appointed public office.

No nurse will use school system facilities, equipment, or supplies in connection with campaigning; nor will the nurse use any time during the working day for campaigning purposes.

Any discussions of politics in the school are to be handled in such a manner as to give unbiased information. An employee shall not impose, or attempt to impose, his or her personal political philosophy upon the students.

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ARTICLE 10

NURSE/STUDENT RELATIONS

The relationship between all nurses and students in the school district should be one of cooperation, understanding and mutual respect. All nurses have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and nurses will treat each other with respect.

Nurses will not be subjected to harassment, abusive language, physical aggression, insults or interference in the performance of the employee's duties. Any such complaints will be handled according to the District's Behavior Guide and/or Policy AC.

No nurse may use his or her status as an employee to adversely influence a student of the district. No nurse may date, make advances toward, or engage in any sexual relationship with a district student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made or whether the nurse directly supervises the student. Further, no nurse may discuss or plan a future romantic or sexual relationship with a student. All nurses possessing evidence of or witnessing such conduct or sexual harassment shall report it to the district's administration immediately. All nurses or school officials who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse to the principal or to the Children's Division (CD) of the Department of Social Services hotline, pursuant to state law.

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ARTICLE 11

GIFTS TO AND SOLICITATIONS BY NURSES

No nurse may solicit or accept, either directly or indirectly, any gift, donation, gratuity, or favor with any substantial economic value, or which might reasonably be interpreted by normal community standards as being of such nature that it could affect his or her impartiality or judgment.

Nurses of the district shall not sell or receive commissions or other compensation for sales made to the district; nor shall any other consideration be received by any person or persons in behalf of the district without the permission of the superintendent, who shall inform the Board of Education of said consideration at the next session of the Board.

No nurse of the Board shall endorse any product or publication purchased by and/or used by the district.

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ARTICLE 12

PERSONNEL RECORDS

Information of a derogatory nature will not be entered or filed in the nurse's personnel folder until the nurse is given notice, as well as an opportunity to review the information and comment thereon. The nurse will have the right to append a reply to the statement, which will also be included in the folder.

Nurse Records

At the time of initial employment, each nurse shall file with the district prior to the first day of employment a complete application form. All applicants must submit a police record check, Department of Family Services record check, and a fingerprint check prior to employment. The superintendent shall establish procedures and forms for all applicants to secure the proper information so that they will be in compliance with this policy.

For the benefit and use of the district and the nurse, each nurse is required to maintain a complete up-to-date personnel file in the Human Resources office.

The personnel file shall consist of the following:

1. Application
2. Police record check
3. Evaluation forms
4. Employment record
5. Copies of correspondence to and from the employee regarding the job function
6. DFS record check results
7. Fingerprint record check results
8. Transcripts
9. Nursing License

Medical information and immigration records shall be kept in separate files.

Nurses may view the file in its entirety at any time upon request through the office of the Assistant Superintendent for Human Resources. Records shall not be removed from the premises and must be examined in the personnel records area. When viewing his/her personnel records, the nurse may be accompanied by a representative of his or her choice. Copies of any item in the records may be copied for the nurse if requested.

Any change in the personnel records requested by the nurse shall have the approval of the Assistant Superintendent for Human Resources.

The nurse shall have the opportunity to write a rebuttal for inclusion in the file of any items found in the personnel file.

Only materials in the official file may be used by the employer in any disciplinary action concerning suspension or termination, unless immediate action is necessary.

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ARTICLE 13

COMPLAINTS AND GRIEVANCES

It is the intent of the Board of Education that, through the nurse Complaints and Grievances Procedure, nurse complaints will be identified and corrected at the earliest possible time and at the lowest level of supervision. Complaint processing should be viewed as a positive and constructive effort to establish the facts upon which the complaint is based and come to a fair conclusion. Nurses will not be discriminated against nor will reprisal be attempted against a nurse because a complaint was filed.

Definition

Complaint – A nurse's assertion that he or she is adversely affected by a violation, misinterpretation or misapplication of a published district policy or regulation, or of an employee handbook, nurses articles of agreement or existing law. Complaints relating to discrimination on the basis of sex or disability will be resolved in accordance with policies AC and AC-R.

II. Procedures

Complaints will be processed according to the step-by-step procedures outlined below.

A. Step 1

1. A complaint will be presented orally and informally to the immediate supervisor within five (5) workdays of knowledge of the action. If the complaint is not promptly resolved, it will be reduced to writing and submitted to the immediate supervisor. If the matter is not resolved within five (5) working days after discussion, the grievant may submit a formal grievance in writing to the immediate supervisor. Any bargaining unit employee may request a MNEA representative once the formal grievance has been submitted.
2. Within seven (7) workdays of receiving the written complaint, the immediate supervisor will render a decision in writing to the complainant and the person or persons originally involved in the complaint.

B. Step 2

1. Within five (5) workdays after receiving the decision at Step 1, the complainant may appeal the decision in writing to the Assistant Superintendent.
2. The Assistant Superintendent will, within seven (7) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant, immediate supervisor and to the person or persons originally involved in the complaint.

C. Step 3

1. Within five (5) workdays after receiving the decision at Step 2, the complainant may appeal the decision in writing to the superintendent.
2. The superintendent will, within ten (10) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant, the principal or immediate supervisor and to the person or persons originally involved in the complaint.

D. Step 4

1. Within five (5) workdays after receiving the decision at Step 3, the complainant may appeal the decision to the Board of Education.

The Board will schedule the matter for a hearing within twenty-five (25) workdays following receipt of the appeal. If the hearing requires the nurse to be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits. The complainant has the option to have a support staff organization representative present at the hearing. The Board will render a decision within fifteen (15) workdays after the hearing and record its decision in its minutes. Copies of the decision shall be given to the complainant, the immediate supervisor and to the person or persons originally involved in the complaint. The decision of the Board of Education will be deemed final.

ARTICLE 14

TUITION REIMBURSEMENT

The Board of Education recognizes that professional study at an accredited college, university or vocational program may enable a nurse to provide better educational opportunities.

The district shall provide for prorated tuition reimbursement for those successfully completed courses which have received prior approval from the superintendent/designee. Courses eligible for prorated tuition reimbursement shall meet the approval criteria established by the superintendent/designee. The Association may submit and discuss with the superintendent/designee a list of recommended criteria. The criteria established by the superintendent/designee shall be approved by August 1.

The district shall set aside the sum of \$15,000 for the period of July 1st through December 31st and \$15,000 for the period of January 1st through June 30th, to be used for the purpose of tuition reimbursement for all support staff, including but not limited to nurses, Local 60, clerical staff, instructional assistants, food service workers and bus drivers. Any sum not expended July 1st and December 31st shall be carried over to the following period within the same fiscal year. This sum shall be divided by the total number of approved credit hours. The quotient shall be the amount of money available per credit hour for reimbursement, within the following limitations:

1. The maximum dollar amount of reimbursement per credit hour shall not exceed that which is charged by the University of Missouri, St. Louis;
2. Any course for which no tuition cost is incurred by the nurse shall not be reimbursed under this proposal;
3. The maximum number of credit hours per nurse for reimbursement in any fiscal year shall be nine credit hours;
4. Incidental costs, including but not limited to textbooks, supplies, registration fees and parking fees shall not be reimbursed under this policy.

Upon successful completion of the course, an official transcript or an original report card, along with verification of payment must be sent to the superintendent or designee. Reimbursement shall be made no later than 6 weeks after each period ends and following the receipt of the official transcript or report card and verification of payment.

No payment shall be made to nurses who were on a full semester or annual leave when taking classes or are no longer with the district at the time of reimbursement.

Guidelines for Tuition Reimbursement

1. Application shall be made to the Assistant Superintendent of Human Resources and receive approval prior to enrollment in order for a Nurse to receive reimbursement.
2. Reimbursement will be made when official transcripts of credit or an original report card have been received in the Human Resources office from all Nurses requesting tuition reimbursement for any particular period.
3. These guidelines shall be reviewed and revised annually, if needed, by the superintendent/designee prior to the beginning of the school year.
4. Employees requesting tuition reimbursement will be required to sign an agreement to repay the district for the cost of the tuition reimbursement if the employee resigns from the district within one (1) year after receiving the reimbursement. The agreement will be signed when submitting the reimbursement request.
5. Employees must have earned a grade of "C" or better or a "pass" in a pass/fail course in order to be eligible for reimbursement.

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ARTICLE 15

NURSING POSITIONS

The Board of Education recognizes the importance of having well-qualified nurses to assure an efficient and effective educational program. All nursing positions in the school system will be established by the Board, and recommendations for employment will be presented to the Board for approval by the superintendent

Nurses shall be defined and employed as licensed professional personnel.

All nurses will receive a copy of their job description during the new employee orientation meeting. When a nurse's job description is changed to reflect a revision in responsibilities, a copy will be provided to the employee. A copy will also be provided whenever requested by an employee.

The Board directs the superintendent/designee to maintain up-to-date position descriptions for all nurses. Prior to recommending a new position classification, the superintendent shall develop a complete position description for Board approval.

1. When a new position is created, the supervisor or the person designated by the superintendent will develop a position description of the position.
2. This position description must be presented to the superintendent/designee for approval.
3. The superintendent/designee will present the position description and classification along with his or her recommendations to the Board for approval.

Job descriptions are to be kept in a separate manual dedicated to that purpose and shall be available in the Office of Human Resources during regular business hours.

Duties and Responsibilities of Nurses

Nurses shall perform the duties as set forth in their position description or as assigned by their immediate supervisor and in accordance with the Missouri Nurse Practice Acts.

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ARTICLE 16

TERMS OF EMPLOYMENT AND COMPENSATION PLANS

In determining terms of employment and compensations plans for nurses, the Board will take into account the responsibilities of the position, qualifications needed, past experience of the individual and years of service to the district. It will also consider the pay for similar employment in other school districts, and in the private sector of the area.

The superintendent of schools or his or her designee shall, on or before March 1 of each year, negotiate with HAHP of the nurse employee group who have designated a bargaining representative for the purpose of establishing the salary and benefits of those employees for the ensuing fiscal year. Such meetings shall be in good faith and shall be conducted as often as necessary so that the positions of the Board and nurses may be communicated. The agreement between the Board and nurses after adoption by the Board shall be reduced to writing. In the event that there is no agreement prior to June 15 in each fiscal year, the last offer of the Board of Education in effect June 15 shall be the salary and benefit agreement for nurses in the group for the fiscal year beginning July 1.

Terms of employment shall be communicated to all nurses at the time of employment.

The Assistant Superintendent for Human Resources must advise all new nurses of the terms of employment which shall include the following:

1. Lunch schedule
2. Vacation policy (if it applies)
3. Sick leave policy
4. Insurance program
5. Rate of pay and pay days
6. Job description and classification, if appropriate
7. Retirement plan
8. Holidays

BSN's and Masters shall be paid on Teachers' Salary Schedule excluding the Bachelor's plus 15 lane. Master's Degree shall be in nursing, public health, health administration or education.

Salary Schedule Placement Rules

Salary placement rules shall be placed in effect under the following guidelines. Credit for approved previous nursing experience will be granted year for year.

National Certification

Beginning with the 2019/2020 school year, nurses who have NCSN certification through the National Board for Certification of School Nurses shall receive a stipend of \$3000 for each year they retain certification. The stipend shall be awarded upon certification submittal to Human Resources and will be prorated per semester.

SALARY SCHEDULES

Nurses Salary Schedule 2023-2024

	RN	BSN	MA
1	\$39,000	\$47,000	\$48,388
2	\$39,948	\$47,353	\$48,872
3	\$40,926	\$47,826	\$49,361
4	\$41,937	\$48,305	\$49,855
5	\$42,972	\$49,754	\$51,349
6	\$44,043	\$51,246	\$52,890
7	\$45,143	\$52,784	\$54,477
8	\$46,278	\$54,367	\$56,112
9	\$47,446	\$55,998	\$57,795
10	\$48,649	\$57,678	\$59,529
11	\$49,888	\$59,409	\$61,315
12	\$51,166	\$61,191	\$63,154
13	\$52,481	\$63,027	\$65,049
14	\$53,835	\$64,917	\$67,000
15	\$55,230	\$66,865	\$69,011
16			\$71,080
17			\$73,212
18			\$75,409
19			\$77,671
20			\$83,496

All employees will move one step (row) on the salary schedule for 2023-24.

All employees who are behind either one or two steps due to step freezes in 2016-2017 and/or 2017-2018 will receive credit for those steps on the 2023-2024 schedule.

Longevity – Employees who received longevity in 2020-21 (\$500 or \$1000) per the 2020-21 Articles of Agreement will continue to receive these longevity disbursements as an addition to their base salary for the 2023-2024 school year.

All current (2022-23) staff who were employed by the school district as of June 2, 2023 and who are employed by the district on August 23, 2023 will receive a one-time stipend of \$1,000 on August 23, 2023.

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ARTICLE 17

TIME SCHEDULES

The calendar year will be 191 days and the daily work hours should be no less than 7 hours and 20 minutes which includes a 30 minute duty free lunch and 60 minutes (per clinic) of documentation time.

The district will provide one full uninterrupted day for clinic/classroom set-up/organization and one full day for clinic preparation or required online training during the first week that nurses return to school.

Nurses will be allowed 60 minutes daily (not to exceed 60 minutes) to complete paperwork (i.e. update student records, etc). During which time the nurse will be available for emergencies. District guidelines shall be followed which outline the appropriate reasons and times as to when students shall be sent to the nurse's office. These guidelines shall be reviewed at the beginning of the school year with the administrators and teachers.

In case of emergency, a nurse who is asked to work in another building and is required to work beyond the contractual work day of 7 hours and 20 minutes (excluding a 30 minute lunch break) shall submit a time and effort sheet to be paid at the rate of \$35/hour.

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ARTICLE 18

SUPPLEMENTARY PAY PLANS

The Board of Education recognizes that it may occasionally be necessary for nurses to work more than forty (40) hours during a given work week. Whenever such overtime situations occur, the following provisions will be applicable to nurses employed in non-supervisory positions:

1. For purposes of this article, hours worked means all hours during which the nurse is required to be on duty -- generally from the required starting time to normal quitting time.
 - A. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period. Each employee shall have a duty-free lunch period of not less than thirty (30) minutes.
 - B. Break periods of twenty (20) minutes or longer do not count as work time.
 - C. Employees may be required to alter lunch and break periods depending on other needs.
2. Nurses who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
3. Nurses assigned to more than one (1) building in a normal day shall be allowed reasonable travel time between locations. This travel time shall be in addition to the duty-free lunch period.

4. No nurse shall be required to use his/her vehicle to perform personal business for the district and/or administrators.
5. Any nurse who works during the summer will receive the Board approved hourly rate of pay providing he/she is doing his/her normal duties.

Agreements between the Board and nurses may provide supplementary compensation for reasons other than the amount of overtime hours worked.

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ARTICLE 19

FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the Board as an integral part of the total compensation plan for nurses. The benefits extended to regular full-time nurses will be designed to promote the economic security of those nurses.

The Board of Education shall provide fringe benefits to all full-time nurses by offering participation in a group insurance plan.

Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired to become members of the plan if they are eligible to receive benefits under PEERS by paying premiums at the same rate as other members of the group, pursuant to the limitations set forth in §169.590 RSMo.

At the time of commencement of coverage under the plan, an employee shall be given his or her first notification of rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Further notification is contingent upon the occurrence of a qualifying event and, in applicable situations, notification to the district that a qualifying event has occurred, as required by law.

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ARTICLE 20

LEAVES AND ABSENCES

The Board believes that the provision of leaves for nurses helps to attract and retain persons who will maintain their physical health and have a feeling of security. The Board believes this can best be accomplished in the following ways:

1. Encourage nurses to take the necessary time to recuperate from illness.
2. Provide nurses with income in the event of illness or accident.
3. Provide a way for nurses to arrange for absence in the event of an emergency.
4. Cooperate with nurses in arranging time for the performance of certain obligations or for other personal purposes that can be accomplished only during school time.

Salary deductions will be made for all absences which are not covered by the various leave policies.

All absences are accounted for on the automated time keeping system, which is completed and submitted by the nurse to the immediate supervisor prior to absence.

Employee Termination at the End of Benefit Period

All nurses of the Hazelwood School District are limited to the various sick leave days and compensable days adopted annually by the Board, whether the injury is work related or not. In the event that a nurse requires a longer convalescent period than the sick and compensable days available to the nurse, then:

1. Prior to the expiration of all such days, the nurse shall request additional uncompensated leave;
2. The nurse shall furnish the Board of Education with all appropriate medical documents; and
3. After the nurse has used his or her compensable days and sick days, the Board may grant up to an additional ninety (90) calendar days of uncompensated leave. Any continuation of nurse benefits shall be at the expense of the nurse during such additional period.

A nurse who is eligible for leave under the Family and Medical Leave Act is entitled to any additional benefits that are required under the Act.

When a nurse is terminated because of medical reasons and is rehired, the following salary placement procedure will occur:

- A 12-month nurse will advance on their salary schedule if employed half a year or more during the same school year. Less than 12-month nurses will advance on their salary schedule if employed more than half of their regular year of employment.
- During the nurse's employment in Hazelwood School District, only one time will a half year be counted toward a salary increment. Thereafter, one full year will equal an increment.

Subject to the provisions of the Americans with Disabilities Act, if the nurse is unable to return to duty without medical restrictions that cannot be reasonably accommodated at the end of his or her available compensable days or at the end of any additional uncompensated days awarded by the Board, as set forth above, the employee's position shall become vacant and the nurse terminated. Nothing in this paragraph shall prevent a terminated nurse from reapplying for an available position with the District after his or her illness or disability has been removed, and the Board, upon recommendation of the administration, may return the nurse to his or her former position on the salary schedule or such other position and salary as the Board deems appropriate considering the needs of the District. The Board, may, but shall not be required to restore the nurse to his or her former position with the prior years of credit accumulation, or such portion thereof as the Board sees fit.

In the event that the provisions of this policy would result in an automatic termination of a nurse prior to an official act of termination by the Board, the administration, in its discretion, may suspend the provisions of this policy pending an official Board meeting.

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ARTICLE 21

COMPENSABLE LEAVE AND PERSONAL LEAVE

Compensable Leave

On the first day of each school year, nurses shall be credited with twelve (12) days of compensable leave of which four (4) days may be used as personal. Compensable leave may be accumulated to a total of 180 days. Compensable leave shall be used for sick leave, bereavement leave and religious observance.

Employees who are employed after the beginning of the school year shall be credited with compensable leave allowance equal to the remaining months the employees are required to work according to their position description. Any remaining accumulated days of compensable leave shall be forfeited on the effective date of an employee's resignation or termination.

1. If in the opinion of the immediate supervisor, a nurse is unable to perform assigned duties satisfactorily because of illness, surgery or injury, the supervisor has the authority to require written approval from a physician authorizing continuation on the job, or to require the employee to remain off duty until the condition clears. If a nurse appears to be physically unable to fulfill assigned duties, the immediate supervisor may require the employee to submit a written statement from a physician regarding the employee's physical condition to perform the assigned duties.
2. The Board of Education reserves the right to implement procedures designed to protect the health and welfare of the students and staff.

Sick leave may be granted in the event of illness in the immediate family of the employee or the family of the wife or husband of the employee, covering the following: spouse, children, parents, brothers, sisters, grandchildren, grandparents, or a person financially dependent upon the employee. Financially dependent does not mean a person working for the employee.

Whenever use of sick leave is for a Family/Medical Leave Act (FMLA) qualifying reason and the nurse is FMLA "eligible," return-to-work certification proceeds according to FMLA regulations. For FMLA purposes, the district hereby requires that every nurse whose absence is for the nurse's own serious health condition, submit a return to work certification before being eligible for reinstatement.

Bereavement Leave

Up to five (5) days may be used for each bereavement of a member of the immediate family with the days charged to compensable leave. Immediate family is defined as parents, spouse/significant other, siblings, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews, and legal guardians. Additional days of available compensable leave, if needed, may be requested from the Assistant Superintendent for Human Resources.

Religious Observances

Nurses may use up to three (3) compensable day(s) for religious observance obligations that cannot be fulfilled before or after the normal school day schedule or on a Saturday or Sunday. The religious observance days will be charged to compensable leave. Accumulated compensable leave days may not be used for this purpose. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

Personal Leave

On the first day of each school year, nurses shall be credited with 4 personal days for use for personal matters (other than vacation) that cannot be handled through any other leave. Except in case of emergency, nurses must request personal days allowing two (2) days advance notice to the principal or supervisor prior to taking a personal day. These days do not require approval – only advance notice, except in the cases of emergency.

Personal days may not be used in each of the following instances, except for extenuating circumstances requiring prior approval from an immediate supervisor:

- The first and last day of the school year;
- Before and/or after a holiday;
- When three or more personal days are taken on consecutive contractual days.
- During State required testing

Denied requests can be appealed to the Associate/Assistant Superintendent of Human Resources. Nurses will not be compensated for unapproved personal days that are listed above that require prior approval.

If a nurse does not use all of the 4 days of personal leave by the end of the year, the remaining days are carried over into the next year and become accumulated compensable leave.

Documentation

Documentation may be required for any absence.

Sick Leave Buy Back

Nurses wishing to participate in the Sick Leave Buy Back program shall notify Human Resources of their intent to retire effective January 31st of each year and must have a minimum of fifty (50) unused days accumulated and may sell back up to seventy-five (75) days at the rate of one hundred dollars (\$100.00) per day.

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ARTICLE 22

FAMILY AND MEDICAL LEAVE

All nurses are eligible for leave for the birth, adoption and first-year care of the nurse's child upon proper application for a period not to exceed one (1) year. For nurses who are eligible for leave under the Family and Medical Leave Act (FMLA), the district's leave will be applied concurrently to the FMLA leave. It is emphatically the position of the district that this policy is not intended to expand the 12-workweek applicability of the FMLA.

1. A nurse who is absent due to pregnancy or child birth may use available compensable leave for scheduled work days when the nurse is not physically able to return to work as verified by a physician. Absence not verified by a physician will be considered a leave of absence without pay.

A nurse who is absent for the purpose of adopting a child may use up to 30 days of available compensable leave for scheduled work days when the nurse is not able to return to work during the adoption process.

2. Childcare and adoption leave will commence on a mutually agreeable date that shall be determined by the superintendent or designee after consultation with the nurse.
3. Board-paid benefits will continue through the first 90 days of leave, if the employee qualifies for the benefits prior to the leave. After the first 90 calendar days, insurance benefits may be continued at the nurse's expense.
4. A nurse will advance on the salary schedule if he/she works a semester or more during the school year in which the leave was taken. During the nurse's tenure in Hazelwood a half year (one semester) will be counted towards a salary increment only one (1) time. Thereafter, the nurse must work two (2) semesters to qualify for an increment.
5. If there are any unpaid days during the leave, nurses will be shown as a plus (+) on the Length of District Service List.
6. Nurses may or may not accumulate retirement credit for days taken under this leave in accordance with law.

Notification of Leave

A nurse must notify the immediate supervisor and the human resources office of the need for an anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable, by submitting a Notice for Pregnancy, Notice of Childcare, or Notice of Adoption leave form. If 30 days' notice is not practical, employees must give as much notice as possible.

Return to Duty

Nurses must notify the superintendent or designee in writing prior to return.

A nurse who has been approved for a leave of absence may return to his/her same position upon returning from the leave or to another position for which the nurse is qualified.

Failure of nurses to notify the superintendent or designee of the desire to return to duty removes obligation of the district to re-employ.

In the case of a miscarriage, stillbirth or death of the child, nurses may make application for an immediate return to full-time duty. This shall be contingent upon the written approval of the attending physician.

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ARTICLE 23

CIVIC LEAVE

Jury Duty

All nurses shall be granted leave when called to jury duty. The salary paid by the district for the days a nurse serves on jury duty shall not be reduced by the amount of money the nurse receives in juror's fees.

A copy of the subpoena and a certificate or statement of attendance from the deputy clerk of the court must accompany the nurse's automated time keeping system.

Nurse Under Subpoena as Witness

Nurses shall be granted leave when called under subpoena from any court to appear as a witness, providing the nurse is not involved as either plaintiff or defendant.

The salary paid by the district for the day(s) a nurse serves as a witness under subpoena shall not be reduced by the amount of money the nurse receives in witness fees.

A copy of the subpoena shall be submitted to the principal attached to form to the automated time keeping system.

Military Leave

Military leaves shall be granted in accordance with state law.

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ARTICLE 24

LEAVE NOT CHARGED TO COMPENSABLE LEAVE

Unpaid Emergency Leave

In extenuating circumstances beyond the nurse's control, the superintendent/designee may grant unpaid emergency leave to any employee needing time off for reasons other than illness, providing available personal days have been exhausted. Any nurse wishing to request unpaid emergency leave should contact the Office of Human Resources.

Association/Union Leave

The superintendent shall have authority to grant association/union leave to members of the association/union designated as representatives to local, state or national conferences, or on other business pertinent to the association/union. These requests shall be made in writing to the superintendent.

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ARTICLE 25

VACATIONS AND HOLIDAYS – NURSES

Nurses have the same vacation and holiday schedule as teachers in the Hazelwood School District. Paid holidays will include Martin Luther King's Birthday, Presidents' Day, Thanksgiving and Christmas.

Any nurse who is absent the day preceding and/or following a paid holiday shall be paid for the holiday if the absence is compensatory. If the absence is not compensatory then the nurse shall not be paid for the holiday.

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ARTICLE 26

RECRUITING/POSTING OF VACANCIES/HIRING

It is the responsibility of the superintendent or designee, with the assistance of the administrative staff, to determine the nursing needs of the school district, and to locate suitable nursing candidates. The superintendent will make recommendations for employment of nurses for the Board's approval.

The district's hiring procedures comply with all federal and state hiring practices. The Hazelwood School District is an equal opportunity employer, and as required by the Immigration Reform and Control Act hires only American citizens and aliens who are authorized to work in the United States. All candidates will be considered on the basis of qualifications, training, experience and ability to fulfill the requirements of the position. Efforts will be made to recruit the best qualified candidate for the position.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current qualified nurse meeting the stated requirements may apply for any position in the district.

New or vacant positions will be posted for at least five (5) business days on the district's website and or publicized externally by other means as determined appropriate by the superintendent or designee. However, if the superintendent or designee determines that it would be detrimental to wait five (5) business days or that a longer period is necessary, the position will be advertised for as many days as is appropriate. Further, if the same or similar position was recently advertised, the superintendent or designee may utilize applications previously received without re-advertising the position. A position is not considered vacant if the Board, superintendent or designee assigns an existing employee to the position.

Application Procedure

The objective of the application procedure is to assure the efficient facilitation of the selection process. Procedures and forms shall be kept to the minimum essential to secure adequate and necessary information.

All applications shall be made to the human resources office, in accordance with procedures established by the superintendent.

1. The human resources office shall keep on file applications for all nurses.
2. Applications shall be removed from the active files one year from date of application.

Screening, Interviewing and Selection

The examination and/or screening of applicants by the human resources office shall be designed to establish a file of eligible applicants for nurse.

1. When a vacancy occurs or a new position is created, the appropriate supervisor will notify the human resources office.
2. The selection of the applicant to fill the position will be made by the supervisor from those interviewed.
3. If a supervisor believes that none of the applicants available meets the needs of the position, he or she shall request the Assistant Superintendent for human resources to supply additional applicants until such time as a suitable applicant is selected.
4. No supervisor may classify, hire or set a starting salary without prior approval of the Assistant Superintendent for human resources and/or the superintendent.
5. Each applicant selected for employment must be submitted to the superintendent or his or her designee for approval before the recommendation of employment is made to the Board of Education.

Competency in Area of Employment

The immediate supervisor shall determine the fitness of applicants according to the requirements of the position to be filled and make recommendations to the superintendent.

Appointment Procedure

The Board is vested with the authority to appoint all nurses upon the recommendation of the superintendent.

1. Prior to each official Board meeting, the human resources office shall prepare a list of all recommended persons indicating salary, assignment and tentative starting date of employment, for the superintendent.
2. The superintendent has the responsibility to make recommendations to the Board for all nurse appointments.

3. If a new nurse is assigned prior to Board approval, the nurse must be advised by the immediate supervisor that the employment is subject to Board approval and should be advised when approval is given.

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ARTICLE 27

NURSE ORIENTATION

New nurses shall be properly oriented upon assuming a position. The orientation shall be the responsibility of the nurse's immediate supervisor.

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ARTICLE 28

ASSIGNMENTS AND TRANSFERS

Assignments

Each nurse shall be given a specific assignment in terms of duties, work hours and year, and to whom he or she is responsible. Such assignments shall be subject to change by the superintendent or appropriate supervisor.

Transfers and Reclassifications

Relocation of nurses may become necessary to meet load conditions, building or program requirements, or for other good reasons.

Transfers require the recommendation of the immediate supervisor and the approval through channels of the superintendent.

All decisions concerning transfers and/or reclassification may be appealed by the nurse, through channels, to the superintendent, and if not amicably resolved may be appealed to the Board for final decision.

In the event a nurse is offered and accepts a new position, salary placement rules, where implemented, will be followed. These placement rules will be outlined on the back of the respective salary schedules where applicable.

Voluntary Transfers

A nurse must have an acceptable performance record in order to request a transfer.

1. When vacancies or new positions become available, the immediate supervisor shall notify the Human Resources office.
2. A position description, the date of vacancy will be available and any other pertinent information including qualifications and special skills shall be supplied to the Human Resources office.
3. The Human Resources office will send notices of the vacancy including classification, qualifications and requirements to all schools and buildings in the district to be posted on the bulletin boards.
4. Should the supervisor select a nurse of the district, the Human Resources office and the nurse selected should be so advised. The superintendent or

designee shall approve the classification and salary. The supervisor making the selection shall advise all applicants as to his or her decision within a reasonable length of time.

5. Should the supervisor not select a nurse within the district, employment procedures will be followed by policy GDC.
6. Notices posted on the bulletin boards regarding any vacancy should remain ten (10) working days.
7. All voluntary transfers of personnel must be submitted to the superintendent/designee for final disposition.
8. The filing of a request for transfer shall be without prejudice to the nurse and shall not jeopardize his or her present assignment. The request may be withdrawn at any time prior to the official confirmation that the transfer has been approved.
9. Voluntary transfers shall be made effective at the time and date that is in the best interest of the district.

Reclassification

Reclassification may be voluntary, or due to re-evaluation of duties as recommended by the superintendent/designee

1. Reclassification may occur at any time because of increasing or decreasing responsibilities of a position.
2. The supervisor shall advise the Human Resources office of changes in the responsibilities of a position and request a re-evaluation of the position and position description.
3. The recommendation for reclassification shall be submitted to the superintendent/designee for his or her decision.
4. A person whose position has been reclassified shall be notified of the reclassification of the position by his or her immediate supervisor.

ARTICLE 29

USE OF BULLETIN BOARDS

Groups or individuals other than administrative personnel and organizations approved to represent staff employees wishing to display materials on bulletin board must have the approval of the administrator of that building or the department head. Such approval will be indicated by the administrator or department head initialing the materials to be displayed.

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ARTICLE 30

TRAINING OPPORTUNITIES

Nurses are integral parts of the district's total staff. Training and development opportunities for nurses are essential to the efficient and economical operation of the schools.

Therefore, all employees shall be encouraged to grow in job skills and to take additional training that will improve skills on the job. In-service training for nurses may be furnished from time to time at the partial or total expense of the district. On-the-job training shall be given as needed and recommended by the supervisors.

Professional development meetings are mandatory. Arrangements will be made for clinic coverage to ensure that all nurses will be able to attend professional development days. This includes CPR instructors, middle and high school nurses during student registration times.

Absences to attend meetings, conventions, conferences, or workshops of local, state or national associations which serve to advance the welfare of the district through the upgrading and strengthening of non-instructional service may be granted by the superintendent of schools without loss of pay to the employees. If the district selects an employee to attend a specific training session, the employee will be reimbursed expenses and the employees' salary. The automated time keeping system should indicate "school business."

Nurses wishing to attend a workshop, conferences, meetings, etc., shall make their request known in writing to their immediate supervisor.

The supervisor with his or her recommendation shall forward their request through channels to the superintendent for a decision.

On a case by case basis, as determined by the Board of Education or administration, nurses who receive Board paid continuing education may be required to sign an agreement with the district to repay the district the cost of the education and related expenses in excess of \$1000 if the employee resigns as an employee of the district within one year after the completion of the Board paid continuing education. The continuing education registration form for any training costing \$1000 or more shall state this requirement.

Compensable leave may be used to attend non-district sponsored educational conferences (conferences where "school business" is not granted). The nurse must submit an application for approval or rejection by the Lead Nurse.

In addition, the online health services procedure manual will be updated/revised as needed and will be reviewed with the health services staff notification of all changes and assistance in navigating the contents during PDC day(s).

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ARTICLE 31

SUPERVISION

The immediate supervisor (Lead Nurse) shall be responsible for supervising all nurses under his or her jurisdiction. The purpose of supervision shall be to:

1. Aid the nurse to attain and maintain maximum effectiveness in skills, attitudes and characteristics which pertain to his or her assigned duties and the educational system;
2. Promote closer, better understanding among personnel of their role on the educational team;
3. Evaluate performance according to planned program.

The evaluations shall be frequent and long enough to implement these principles.

The immediate supervisor shall direct the assignment and supervision of his or her nurses.

Each nurse shall be informed as to his or her immediate supervisor and/or, if necessary, any joint supervision. The nurse shall be responsible to only one supervisor for any one function.

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ARTICLE 32

EVALUATIONS

The Board believes that a program of continuous evaluation is necessary for the improvement of the employees and of the educational program. It shall be the responsibility of the superintendent or designee to develop a continuous evaluation program for all employees.

1. The superintendent/designee shall be responsible for the formation of a support staff evaluation committee for the purpose of periodic revisions of the evaluation process and instrument. The committee shall include at least one (1) representative from each support staff association/union.
2. The immediate supervisor (Lead Nurse) annually evaluates nurses under his or her supervision utilizing input from the Building Principal. The final evaluation should be a culmination of an on-going evaluation throughout the school year and shall be completed by June 1.
3. The immediate supervisor will discuss the evaluation with those he or she evaluates. The immediate supervisor will advise those under his or her immediate supervision of their final evaluation.
4. Recommendations concerning final evaluations will be provided to the superintendent or designee.

The evaluation shall cover the major areas of the nurse's responsibilities and duties to the school system.

Standards for evaluation shall be enumerated in all areas to be evaluated. An "unsatisfactory" evaluation requires justification and substantiation, together with suggestions for improvement.

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ARTICLE 33

REDUCTION IN WORK FORCE

If it becomes necessary to reduce nurses, the nurse with the least length of service with the district will be declared unassigned unless the needs of the district prove otherwise.

Length of district service shall be determined by the actual beginning date of employment.

If two or more nurses have equal and the least length of service with the district, the superintendent or designee shall determine the unassigned nurse placement as the district needs.

Attrition, leaves of absence and terminations shall be considered prior to any staff reduction.

Any nurse affected by a reduction in force will be notified by the district as soon as it is known.

Recall when vacancies exist would be in reverse order of the layoff by each department. The last person laid off will be the first person recalled.

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ARTICLE 34

RETIREMENT

All employees who work at least twenty hours per week shall be covered by the state Public Education Employees Retirement System (PEERS). Persons engaged by the district as independent contractors, including consultants, are not by virtue of such engagement considered employees of the district for purposes of membership or contribution to the PEERS.

Any retiring employee, spouse, surviving spouse, children or surviving children receiving benefits from the PEERS may elect to continue or enroll in any or all of the district's medical, dental, vision or life insurance plans.

Conditions under which participation may occur are outlined as follows:

1. Premiums for all coverages elected must be paid by the insured.
2. Retiring employees and/or family members may only continue or enroll in those plans which are available to active members of their employee group. Retirees and their family members do not have access to options that are unavailable to active members of their employee group.
3. As is the case with active employees, life insurance coverage is not available to family members, but only the retiring employee. The amount of coverage available is determined by the insurance carrier.
4. Persons retiring from the district have one (1) year from the date of retirement to qualify for the above-listed benefits, if such benefits are available to employees in the retiree's classification in the district. Coverage will only be provided to family members of retirees if those persons qualify prior to the employee's retirement.
5. Once a family member drops coverage or loses coverage due to non-payment of premiums, re-enrollment will not be allowed. If a retiree drops coverage or loses coverage due to non-payment of premium, re-enrollment will not be allowed unless completed and qualified within one (1) year of retirement.
6. With the exception of life insurance, all eligible coverages may be continued for life, providing the insured is receiving benefits from the PEERS, and provided the district continues to provide health insurance or benefits to its staff members who hold positions in the same employee

group as the retiree at the time of retirement.

7. Covered retirees and family members will be subject to the same election periods and change opportunities as active employees.
8. Premiums for retirees and family members will be the same as those paid by the Board for active employees and by active employees for dependents with the same level of coverage.

At retirement, benefits mandated under COBRA legislation may be elected in lieu of benefits offered under the retiree plan outlined above.

All employees not covered by the provisions of the PEERS shall be covered by Social Security.

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ARTICLE 35

SUSPENSION AND DISMISSAL

After all proceedings provided under Article 13 (Complaints and Grievances) and Article 39 (Due Process and Progressive Discipline), if applicable.

- The superintendent may terminate or suspend without pay nurses who are not under contract. The superintendent shall report any such termination or suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.
- Although nurses not employed under contract have no contractual right to continued employment from one academic term or year to the next, such nurses may reasonably expect continued employment until notified otherwise.

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ARTICLE 36

NURSING ORGANIZATIONS

Nurses are encouraged to join and participate in the Missouri National Education Association (MNEA)/ Hazelwood Association of Healthcare Professionals (HAHP).

HAHP may conduct meetings on campus for bargaining unit employees during non-working hours and/or lunch periods in accordance with district policies on use of facilities and with the permission of the immediate supervisor.

Representatives of HAHP shall be allowed to work locations for consultation with an employee during non-working hours, lunch periods, or during the regular workday for mutually arranged meetings with the appropriate administrator. Representatives will obtain a visitor's pass from the office upon their arrival and avoid interfering with the work of any district employee.

Representational functions are those activities engaged in by organization representatives that shall concern the administration of the Articles of Agreement. Representational functions include, but are not necessarily limited to:

- a. Investigation, preparation and presentation of complaints and grievances.
- b. Preparation for and participation in bargaining with the employer.
- c. Preparation of reports required by law.
- d. Attendance at training determined to be to the mutual benefit of the organization and the employer.

District representatives shall, upon request, meet with representatives of HAHP no more than once per quarter, unless by mutual agreement, to discuss matters of policy and their implementation. HAHP shall submit specific questions or issues they wish to discuss, at least five (5) workdays prior to the meeting.

Designated bargaining unit representatives may have use of inter-office mail and other electronic systems to communicate official business issues to bargaining unit employees during non-working hours.

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ARTICLE 37

ASSOCIATION DISCUSSION PROCEDURES

Philosophy

The Hazelwood Board of Education and HAHP recognize that the operation of an educational institution of highest quality is a common goal. The establishment of a procedure to provide an orderly method for the Board and HAHP to discuss matters concerning salary, welfare provisions and working conditions and to reach mutually satisfactory understanding on these matters is in the best interest of district and public education.

Principles

1. The Board of Education, under law, has the ultimate responsibility for determining policies for the school district.
2. Nurses have the responsibility for providing the best possible service to the school district.
3. Attainment of objectives and goals of the Hazelwood School District requires mutual understanding and cooperation among the Board, administration and HAHP.

Recognition

1. The Board of Education recognizes the Missouri National Education Association/Hazelwood Association of Healthcare Professionals as the representative association for the nurses for the purposes of discussing and arriving at understandings on matters concerning salary, welfare provisions and working conditions. This association shall not represent the administrative/supervisory staff.

It is understood that the discussions to be carried on under this agreement shall deal with the revision of present agreements affecting each support staff group and/or the development of new agreements. Individual grievances related to these matters shall be dealt with under separate Board policies on grievance procedures.

2. The Hazelwood Board of Education is the representative of the public for the purposes of providing the education of children and youth in the district consistent with societal demands, the prudent expenditure of public funds, and the assessment of the outcomes of the district.

3. The Board and HAHP and/or unions are responsible for discussing in good faith and seeking understanding on matters of mutual concern. They also should recognize that the prime determinant of policy development and implementation is the welfare of the children.
4. Nurses have the right to join or to refrain from joining the Hazelwood Association of Healthcare Professionals.

Discussion Procedures

1. HAHP shall negotiate with the superintendent or his/her designated representative on matters concerning salary, welfare provisions and working conditions, and make every effort to reach an understanding through the school administrative channels.
2. Formal discussion process shall begin with HAHP submitting items proposed for discussion to the superintendent by March 1. Discussion will begin and end with one union/ association before beginning with another union/association representative. HAHP will not begin discussions until such time that HNEA has completed theirs. Deadlines can be extended by mutual consent. Once discussions begin with a group, agreement must be reached within 15 calendar days. Discussions with all groups must be completed by June 1, in order to precede the adoption of the budget for the subsequent school year. The schedule will be set by mutual consent between the Board team and each union association representative.
3. When discussing with the Board, or its designated representatives, HAHP may be represented by a committee or team of members composed of not more than five (5) participating members and others in advisory capacity as deemed necessary.
4. Meetings shall be scheduled to interfere the least with the support staff work schedules. If necessary, participating members of the association and/or union team(s) shall be released from work duties to attend meetings.
5. When the discussions have been completed all agreements will be reduced to writing and submitted to the Board of Education for action.
6. All discussions shall be conducted in the Board of Education room of the Hazelwood School District. Room arrangements for seating of discussion teams for all discussion sessions will be the responsibility of the Board of Education team.

Only the Board of Education team and the HAHP and their Uniserve representative may participate in discussions.

7. The Board of Education and HAHP will exchange all available designated information or estimates on matters to be discussed, as stated in letters of notice, in order to assist the Board and association and/or union representatives in developing accurate and constructive proposals.
8. As soon as possible each year but no later than January 1, HAHP shall file with the Board a statement signed by the president and/or chairperson of the organization setting forth the following information:
 - a. The name and mailing address of HAHP and a complete list of the name, title and mailing address of each officer.
 - b. The names of individuals authorized to represent HAHP and its members designated to serve on the discussion team(s).
9. With respect to any changes in wages, benefits, or terms and conditions of employment the District agrees to inform the HAHP.
10. The District reserves the right to manage its affairs, including the right to hire, suspend, discharge, transfer, promote, or demote as well as the right to relieve employees of duty. In the case of lack of work for other legitimate reasons except as provided specifically in policy, none of the foregoing rights shall be exercised in a manner which is unjust or discriminating.

Discussion Ethics

All discussions shall be carried on in an atmosphere of mutual respect and courtesy.

At no time will the HAHP take any action or condone any action leading to the cessation or interruption of nursing services rendered to the district.

While discussions are in process, any release of information about discussion sessions must be by mutual consent of the Board team and HAHP.

The parties pledge themselves to discuss in good faith such matters as have been set forth in this policy.

Negotiation ground rules may be reviewed and revised by mutual agreement during employee discussions. However, all revisions must be within the parameters of this policy.

ARTICLE 38

RIGHT TO REPRESENTATION – NURSES

In all nurse/supervisor/principal conferences dealing with items or memos associated with the nurse's evaluation, transfer, suspension or dismissal, the nurse shall be told in advance of the purpose of the meeting. The nurse shall be informed of his/her right to be accompanied by a representative of his or her choosing as long as the representative is a nurse employed by the school district or a representative of National Education Association. The nurse's representative shall not have released time for the conference. No conference may be scheduled to begin later than 30 minutes following the close of school where the nurse initiating the conference works.

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ARTICLE 39

DUE PROCESS AND PROGRESSIVE DISCIPLINE

No employee shall be disciplined in an arbitrary or capricious manner, nor shall any employee be disciplined without just cause. The employee shall be informed within five working days, verbally or in writing, of any complaint that may result in disciplinary action. Any violation of Board Policy, department procedures or other action by an employee that would be detrimental to the welfare of others may also constitute a complaint against the employee.

If there is a complaint against an employee the following steps shall be taken to resolve any problems associated with the complaint:

1. The supervisor/designee will meet with the employee to discuss the complaint at which time the employee may receive a verbal warning unless the matter is resolved. The employee may have a representative of the Association at this meeting and any meeting thereafter.
2. A written warning may follow a verbal warning.
3. A suspension may follow a written warning.
4. Termination may follow a suspension.

The District reserves the right not to follow the progressive discipline steps in instances when there is a matter concerning health, safety, security, theft, insubordination, intoxication, inappropriate conduct toward others or other occurrences determined to be detrimental to the District. Any disciplinary action taken against an employee shall be appropriate to the action being disciplined.

Documentation of all discussions, meetings, correspondence and disciplinary action shall become a part of the employee's personnel file. The employee may request such documents be removed from his/her personnel file two years after the documents were placed in the file.

Nothing in this provision or any other provision in this agreement shall alter an employee's at-will status.

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ARTICLE 40

JOB SHARE

The district may employ school nurses through a job sharing arrangement. Nurses in a job sharing position shall receive benefits, paid legal holidays and paid leave applicable to all nurses on a pro-rata basis.

A job sharing position shall mean any position requiring employment of at least 17 and no more than 20 hours per week on a regular basis.

These nurses will share the cost of district-provided benefits with the Board (pay 50% of the district provided premium). Nurses who do not need the district benefits (health insurance) may opt out of the Board coverage.

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ARTICLE 41

SICK LEAVE BANK

Definition

The sick leave bank is a voluntary organization which seeks to meet the needs of its members. Sick leave shall be caused by illness of the employee, spouse and/or children.

Membership

Membership in the bank shall be obtained by authorizing the donation of two days of accumulated sick leave to the bank.

Administration

A sick leave bank board will be organized to develop guidelines for the purpose of maintaining a procedure to donate and withdraw sick days. The rules and regulations concerning the use of days will be submitted to the Board of Education for approval. The sick leave bank board will be comprised of three employees from the representative group. The members will serve two-year terms with employees being selected by the representative group. Two district administrators shall serve in an advisory capacity and shall not have voting rights.

Withdrawal of Days

Members shall be eligible for withdrawals immediately upon joining the bank.

Requests to withdraw days from the bank shall be made by written request to the sick leave bank board by the employee. Requests will be considered only after accumulated sick leave, vacations and personal leave have been exhausted and an additional absence of three days occurs during the period of illness or injury. Maximum withdrawal by any member during one year may not exceed 50% of the membership.

The sick leave bank board shall approve or disapprove requests for withdrawals, based upon careful consideration of the needs of all members.

Requests for withdrawal must be approved by a majority vote of the sick leave bank board. Unused bank days shall remain in the bank but shall not exceed two times the membership in the bank.

Additional Donations

If the total number of bank days is reduced to a number less than one-half of the number of members in the bank, the bank board may require members to donate one day or more to the bank. All members shall be given written notice of the requirement for additional donations. Members may elect to continue their membership by authorizing the additional donation or may terminate membership by choosing not to make the required donation. If an employee terminates membership, his or her reinstatement shall be in accordance with the requirements for first year members. Days donated previously shall not be refunded upon termination of membership. Former members who are re-employed will be reinstated without donation of days unless additional days have been assessed during their absence. If the bank uses all days at any time and donations are not made, the bank will be discontinued.

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ARTICLE 42

EXTRA DUTY

Annual salaries shall always be interpreted to include compensation for other school related duties not connected with the regular classroom assignments which may be assigned. Certain extra duties involve such additional time for preparation and supervision as to make it inequitable to be considered within a regular assignment under the salary schedule. The Board of Education upon the recommendation of the superintendent will determine which extra duty activities shall receive extra pay, and how much they shall receive based upon objective criteria.

1. Extra duty contracts will be issued following the approval of the annual budget and as soon as possible after regular contracts are made available. Human Resources or its designee will issue contracts within one week of the beginning of the event, activity, season, etc.
2. Personnel will be selected to supervise extracurricular activities and fulfill functions that will require additional responsibilities and time on the basis of qualifications necessary to meet the responsibilities.
3. Individuals participating in extra duty assignments will be compensated at a rate that is comparable to those in surrounding school districts. Information regarding current extra duty pay may be obtained through the human resources office.
4. Personnel employed for work which extends beyond the normal school year will be selected on the basis of qualifications and availability to do a particular assignment.
5. Extra duty vacancies will be posted in the buildings where they occur. A copy will be sent to the personnel office for distribution to all buildings. Extra duty vacancies will be posted on the District's application system.
