Contract Database Metadata Elements

Title: Ichabod Crane Central School District (Kinderhook Central School District) and Ichabod Crane Nurses Association (2008)

Employer Name: Ichabod Crane Central School District (Kinderhook Central School District)

Union: Ichabod Crane Nurses Association

Effective Date: 07/01/08

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For additional information on the ILR School - http://www.ilr.cornell.edu/
AGREEMENT

BY AND BETWEEN THE

ICHABOD CRANE CENTRAL SCHOOL DISTRICT
(KINDERHOOK CENTRAL SCHOOL DISTRICT)

AND

THE ICHABOD CRANE NURSES ASSOCIATION

JULY 1, 2008 - JUNE 30, 2012
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| APPENDIX A | SALARY SCHEDULE |

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ARTICLE 1 – RECOGNITION
The Kinderhook Central School District recognizes the Ichabod Crane Nurses Association as the sole and exclusive representative of all employees licensed to practice in New York State as a Registered Professional Nurse employed by the District in the title of Registered Professional Nurse for the purpose of collective negotiations with respect to hours, wages, terms and conditions of employment, in the settlement of grievances and for all other legal purposes under the laws of New York State.

ARTICLE 2 – PROFESSIONAL DEVELOPMENT
The District shall pay reasonable expenses incurred by an employee to attend workshops, seminars, conferences, or other professional improvement sessions with the prior approval of the District in accordance with District policies for professional leave. The District shall consider partial or whole compensation with a fiscal year limit of $300 for each Registered Professional Nurse. Additionally, the employee may attend such professional improvement sessions at his/her own expense with prior approval of the superintendent or designee. The District shall pay the employee his/her regular wage while absent in connection with attendance at professional sessions during regular work hours.

ARTICLE 3 – WORKDAY AND WORKWEEK
3.1 REGULAR WORKWEEK
Effective July 1, 2001, the regular workweek for all full-time Registered Professional Nurses shall be 35 hours, representing 7 hours per day, 5 days per week with a paid lunch period.

3.2 WORK YEAR
Registered Professional Nurses will work on all days that students are in attendance plus three (3) additional days to be scheduled prior to the opening of school in September.

3.3 EMERGENCY DAYS
Registered Professional Nurses are not required to report to work when school is closed because of weather and/or road conditions (“snow days”). RN staff who have annualized salary disbursement shall not have their bi-weekly amount adjusted due to the occurrence of one or more snow days.

ARTICLE 4 – OVERTIME
4.1 Overtime compensation for all employees shall be at the rate of one and one-half times the regular hourly rate for all Registered Professional Nurses who work beyond 40 hours in any week.

4.2 Compensation for earned overtime shall be paid at the next payday following within two weeks of the submission of an approved timesheet or claim form.
ARTICLE 5 – COMPENSATION

5.1 SEE APPENDIX A - SALARY SCHEDULE

5.2 LONGEVITY
Effective July 1, 2008, the District shall pay a longevity increment in the following amounts:

- On July 1, during or upon completion of the 5th year of service: $500
- On July 1, during or upon completion of the 10th year of service: $700
- On July 1, during or upon completion of the 15th year of service: $900
- On July 1, during or upon completion of the 20th year of service: $1100
- On July 1, during or upon completion of the 25th year of service: $1300

Example: On July 1 following the employees 4th, 9th, 14th, 19th, and 24th anniversary date, the longevity benefit applies on July 1 during that year’s employment. If the anniversary date is July 1, longevity will be given on July 1 upon completion of the 5th, 10th, 15th, 20th, and 25th year.

The longevity benefit will be paid in equal installments in the biweekly paycheck during the fiscal year period of employment. An employee is not entitled to remaining longevity payments if he/she terminates employment for any reason during the fiscal year.

ARTICLE 6 – OTHER BENEFITS

6.1 IRS 125 PLAN
The School District shall implement an IRS 125 Plan for employees in the bargaining unit.

6.2 403 (b) PLAN
Unit members may participate in the District’s 403 (b) Plan

6.3 EMPLOYEE ASSISTANCE PROGRAM
The District will provide the Registered Professional Nurses with an Employee Assistance Program chosen by the District.

ARTICLE 7 – RETIREMENT BENEFITS

7.1 DISTRICT AGREEMENT
The District agrees to continue the retirement plans and related death benefits and sick leave options as provided for by the New York State Retirement and Social Security Law.

7.2 SICK LEAVE BUY-OUT
Effective July 1, 2008, unit members shall be eligible for a sick leave buy-out upon retirement.

A. To be eligible, a Unit member must meet the requirements for retirement under the provisions of the New York State Employees Retirement System.

B. To be eligible for payment of unused sick days, a Unit member must give written notice by March 1st of their intent to retire before the commencement of the next school year.
SICK LEAVE BUY-OUT cont'd.
C. Payment shall be at the rate of $40 per day for any days in excess of 165.
D. Payment shall be made on the first payroll date in July following the unit member's final year of employment

ARTICLE 8 – HEALTH INSURANCE

8.1 HEALTH AND MAJOR MEDICAL INSURANCE
Effective July 1, 2008, the Ichabod Crane Central School District shall pay 90% of the premium of the base plan for the coverage selected (family, 2-person, single) of the Secure Blue PPO 812 Health Insurance Plan with $5/$10/$25 prescription drug card, which plan shall become the “base plan.”
- Effective July 1, 2009, the base prescription plan shall be a 3-tier plan, $5/$10/$25 copay with 1 copay for mail order for a ninety day supply.
- Effective July 1, 2010, the base prescription plan shall be a 3-tier plan, $5/$10/$25 copay with 2 copays for mail order for a ninety day supply.

The employee shall pay 100% of the premium above the base plan for the coverage selected (family, 2-person, single). The employee may choose to select the PPO-A (PPO 816).

8.2 HEALTH INSURANCE BUY-OUT
Effective July 1, 2004, when a unit member has health coverage through a plan other than the one offered by the Board, (coverage under another's plan) the unit member may choose to decline coverage and receive payment for the unused benefit according to the following schedule:
Unused Family Plan $2,000
Unused Two-Person Plan $1,500
Unused Individual Plan $1,000

The Unit member must decline coverage prior to the beginning of any school year, and will be paid at the end of the school year in which coverage was declined.

8.3 DUAL HEALTH INSURANCE
When both spouses are employed by the District and eligible for health insurance coverage, they have the option of one (1) family plan, one (1) two person plan (if offered) or two (2) individual plans.

8.4 RETIREE BENEFITS
A. The District shall provide the same health insurance coverage (individual, spouse, or family), at District expense, as the employee was enrolled in during active District service for an employee who retires from District service, pursuant to the rules and regulations of the New York State Employees Retirement System after fifteen (15) consecutive years of District service. Note: A Board approved Leave of Absence, pursuant to Article 9.6, will not constitute a lapse of "continuous service," and simultaneously, the time on an approved leave will not count towards the number of accumulated service needed for the benefit.

B. The District’s obligation shall be to pay 100% of the premium for individual coverage and 50% of the premium for family coverage for retirees who select the PPO. If a retiree elects to enroll in a plan other than the PPO, which premium exceeds the premium cost of the PPO, the retiree, in addition to the contribution required by this agreement, shall pay 100% of the premium difference between the PPO and the plan selected. Retirees who are eligible for health insurance benefits may elect to participate in the prescription drug plan at the retiree's expense.
HEALTH INSURANCE cont'd.

C. Medicare reimbursement for those active employees who retire on or prior to June 30, 2012, when such unit member retires and becomes Medicare Part B eligible, the District will reimburse the retired unit member for the Medicare Part B premium in the amount of $93.50 per month plus 50% of future increases in the Part B premium with a cap on District contributions of $150 per month. This shall apply to the retired member only.

8.5 DENTAL PLAN
The District shall pay 60% of the premium for the respective coverage under a dental plan comparable to the Empire Blue Cross/Blue Shield, Albany Division Matrix Dental Program for those employees qualifying under the conditions as set forth in 8.1.

ARTICLE 9 – TEMPORARY LEAVE POLICY

9.1 SICK LEAVE
The District shall grant sick leave subject to the following conditions:

A. Employees shall be allowed twelve (12) days (defined as hours regularly worked in one day) per year for sick leave, which they may accumulate as follows:
   180 days, effective July 1, 2008
   185 days, effective July 1, 2009
   190 days, effective July 1, 2010
   195 days, effective July 1, 2011

   These days will be granted on the first day of employment at the beginning of each school year, which shall be September 1st. If employment starts any time after the beginning of the school year, sick leave will be prorated.

B. An employee may use up to five (5) accumulated sick days per year for the illness of family members or other individuals who legally reside in the residence of the unit member. In the event that an employee has used all of his/her family illness leave time, he/she may use his/her unused business leave for family illness. Such leave shall be deducted from the employee’s accumulated sick leave and/or business leave. Accumulated sick leave is defined as those unused sick days, which an employee has at the conclusion of each year’s employment.

9.2 BUSINESS LEAVE
A. A maximum absence of three (3) working days per year, non-cumulative will be approved for business reasons.

B. Unused business leave days are to be added to employee’s cumulative sick leave days, at the beginning of the new fiscal year.

C. A request for business leave shall be submitted in writing at least three (3) working days in advance of such absence to the employee’s immediate supervisor, except in cases of emergency when advance notice cannot be given. The superintendent or designee shall approve all business leaves prior to application of the benefit.
BUSINESS LEAVE cont'd.

D. Business leave days will be granted only for the reasons listed below, and only if the employee cannot use a day school is not in session to conduct the “business” as stated: Legal Matters, Funerals, Ceremonies, Education, Religious Observances, Family, Extenuating Circumstances.

E. Employee’s requests for business leave for such reasons as extension of vacations, hunting, shopping, lack of transportation to school, honeymoon, and visiting relatives/friends, will not be approved by administration.

9.3 BEREAVEMENT LEAVE
Employees shall be granted up to five (5) days bereavement leave with pay for absences due to the death in the employee’s immediate family. Immediate family shall be defined as spouse, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild, brother or sister. One (1) day bereavement leave, with pay, shall be granted for the death of brother-in-law or sister-in-law. If more days are needed, such days may be granted at the discretion of the employee’s supervisor.

9.4 JURY DUTY
An employee shall be granted leave without salary deduction to serve on a jury subject to the following terms and conditions:
(1) The employee shall return all per diem pay for jury service to the school district upon receipt of same (travel and meal allowances excluded).
(2) The employee shall report to school for his/her normal assignment on any day when jury service is not required or when he/she is excused from jury service prior to 12:00 noon.
(3) The employee submits proof of jury duty service to Central Office.

9.5 MILITARY LEAVE
Military Leave will be granted to any employee as provided by Sections 242-245 of the Military Law of the State of New York.

9.6 LEAVE OF ABSENCE WITHOUT PAY
Employees may request from the Board up to a one (1) year leave of absence, without pay, providing that the reason for requesting the leave shall not be for the purpose of seeking employment elsewhere. An employee’s written request for leave of absence must be received in Central Office by the Superintendent of Schools at least twelve (12) weeks prior to the first date of leave, except in family medical or emergency circumstances.

Employees on leave must notify the Superintendent of Schools, in writing, of their intent to return to work no less than ninety (90) days prior to returning. The Superintendent or his designee may waive or modify this request due to extenuating circumstances.

During each five year period of time, an employee may request two leaves of absence, without pay, with the total time period of such leaves, not to exceed a one year period.

9.7 MEETINGS
Three meetings per year shall be scheduled at dates and times acceptable to the Unit and the District to discuss and review various matters of import. In the event that these meetings are to occur outside of the standard workday, Unit members shall be compensated for up to one additional hour.
ARTICLE 10 – PERSONNEL FILES

10.1 REVIEW OF PERSONNEL FILE
Any employee shall have the right, upon reasonable notice, to review his/her personnel file in the presence of the superintendent or designee.

ARTICLE 11 – ASSOCIATION RIGHTS

11.1 DUES DEDUCTION
The Board shall deduct from the wages of Registered Professional Nurses, an amount as certified by the President of the Ichabod Crane Nurses Association.

11.2 AGENCY FEE
A. The District shall deduct from the salaries of those members of the bargaining unit, who are not members of the Association, a service fee (agency fee) equivalent to the total amount of per capita dues paid by members of the Association.

B. The agency fee shall be deducted in the same manner as payroll deduction of dues and transmitted properly to the Association unless the non-member has paid the total agency fee directly to the Association, by the last workday in September, as stipulated by the Association to the District.

C. Any bargaining unit member subject to the agency fee service charge, who is employed for less than a full school year, shall pay a service fee equivalent to the pro-rata portion of the total annual per capita dues paid by members of the Association.

D. The Association hereby agrees that it will at all times hereafter indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reason of the foregoing agency fee provision of this contract. It is further agreed that in the event any action, suit or proceeding is brought against the District or any officer or any employee for any liability arising out of the aforesaid agency fee provision, the said District or District officer or employee shall at once give notice in writing to the Association by mail addressed to the President of the Association. Upon giving of such notice, the Association at its own expense shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officers or employee, and in the event any such judgment is obtained against the District, prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

ARTICLE 12 – EVALUATION OF UNIT MEMBERS
Each unit member shall be formally evaluated at a minimum of once per year. The evaluation instrument is to be developed collaboratively by the District and the Unit and is annexed as Appendix B.
ARTICLE 13- GRIEVANCE PROCEDURE

13.1 Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its registered nurses are essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

13.2 DEFINITIONS:
- **Grievance** – any alleged violation of this agreement or any dispute with respect to its meaning or application.
- **Employee** – any person in the Unit covered by this agreement.
- **Aggrieved Party** – the employee who submits a grievance.
- **Days** – shall mean school days.

13.3 SUBMISSION OF GRIEVANCES
Before submission of a written grievance, the aggrieved party or their representative must have a discussion with the immediate supervisor. The unit president may file a class action grievance directly to the superintendent of schools at Stage 2. A class action grievance shall be a grievance, which affects two or more members.

If no agreement is reached as part of the discussion, the grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed; and if known, the identity of the person responsible for causing such events, and redress sought by the aggrieved party.

An employee must submit grievances, which effect him/her personally to the immediate supervisor.

A grievance shall be deemed waived unless it is submitted within twenty (20) days after the events or conditions upon which it is based occurred.

Failure to respond to a grievance at any stage within the time limits specified shall give the aggrieved party the right to proceed to the next step.

Failure to file or appeal a grievance within the times specified herein will bar filing or future appeal.

13.4 STAGE 1: Immediate Supervisor
The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the immediate supervisor, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
GRIEVANCE PROCEDURE cont'd.

13.5 STAGE 2: Superintendent of Schools
The Superintendent of Schools or designee shall, upon request, confer with the aggrieved party with respect to the grievance within five (5) days and shall deliver to the aggrieved party a written statement of their position with respect to it no later than ten (10) days after it is received by them or after the conference is held, whichever is later.

13.6 STAGE 3: Board of Education
An employee, or group of employees may, within five (5) days of the determination by the superintendent of schools, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board will hold a conference to discuss the grievance within thirty (30) days of the receipt of such appeal. The Board shall render a final decision within ten (10) days after the conference is completed.

13.7 STAGE 4: Advisory Arbitration
In the event the Association is not satisfied with the decision of the Board of Education with respect to the grievance, the Association may, within fifteen (15) days after receiving the statement may submit the matter to arbitration by mailing a notice to the Public Employment Relations Board, with a copy to the superintendent, requesting the appointment of an arbitrator pursuant to PERB’s rules for voluntary grievance arbitration. The arbitrator will commence hearings as soon as possible after the designation. The recommendation of the arbitrator shall, in all cases, be advisory and shall not be binding on either party. The cost of the arbitration will be borne equally by the Association and the Board of Education. The arbitrator shall not have the power to alter, amend, or modify the provisions of this agreement.

ARTICLE 14 – RESIGNATION
Employee shall be required to provide thirty (30) days advance notice of resignation.

ARTICLE 15 - NURSE COORDINATOR
15.1 The district will annually appoint a Nurse Coordinator. Such duties of the Nurse Coordinator shall be in addition to the normal duties expected of a school nurse. Duties to be determined by the District with input from the Association as may be valuable. It is expected that there will be additional time spent beyond the standard workday as may be required, attendance at various meetings. budget development and management, requisition processing, coordination of matters pertaining to substitute RN's and other duties as may be assigned by Administration.

15.2 The Nurse Coordinator will be paid an annual stipend of five hundred dollars ($500.00).

ARTICLE 16 - BASIS FOR PAYROLL CONVERSION TO REAL-TIME
Whenever a Unit member has less than ten (10) accrued leave days, their payroll basis shall immediately be shifted to real time and the Unit Member will submit their payroll information on timesheets.

In the event a Unit Member is sequentially converted to real time for a second year, or is converted to real time for the third time during their course of employment with the District, the Unit member shall then remain on real time for the balance of their employment with the District.
ARTICLE 17 – DURATION

The term of this agreement shall be July 1, 2008 through June 30, 2012

President, Board of Education

President, Achabod Crane Nurses Association

Dated ________________

Dated 8/4/08
APPENDIX A

ICHABOD CRANE CENTRAL SCHOOL DISTRICT
AGREEMENT WITH THE ICHABOD CRANE NURSES ASSOCIATION

Hourly Wages

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Annual Salary Projections *

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* These annual salary projections are based upon 180 work days consisting of seven hours per day

LONGEVITY AMOUNTS

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<td>15</td>
<td>$ 900</td>
</tr>
<tr>
<td>20</td>
<td>$1,100</td>
</tr>
<tr>
<td>25</td>
<td>$1,300</td>
</tr>
</tbody>
</table>

NURSE COORDINATOR ANNUAL STIPEND - $500.00

RETIREMENT SICK LEAVE BUY-OUT

- 2008-2009 DAYS 165 TO 180 - $40/DAY - Maximum of $ 600
- 2009-2010 DAYS 165 TO 185 - $40/DAY - Maximum of $ 800
- 2010-2011 DAYS 165 TO 190 - $40/DAY - Maximum of $1000
- 2011-2012 DAYS 165 TO 195 - $40/DAY - Maximum of $1200
APPENDIX B

Nurse Professional Performance Review Instrument
School Nurse: ___________________________ Date: ________________

School: ______ Assignment: ___________________________ Time: From: _____ To: _____

PERMANENT ☐ PROBATIONARY STATUS: ☐

EVALUATOR AND TITLE: ______________________________

RATING DEFINITIONS:

- **E** – Exemplary - Nurse performance consistently above that normally required for the position.
- **P** – Proficient – Nurse performance consistently meets the Requirements of the position.
- **NI** – Needs Improvement – Nurse performance has failed to meet the minimum requirement of the position. A written statement containing specific examples that merit this rating is recommended of the evaluator.

1. Delivery of Health Services: 

   _________________________________

   ☐ Exemplary ☐ Proficient ☐ Needs Improvement

2. Advocate for Health Rights of Children:

   _________________________________

   ☐ Exemplary ☐ Proficient ☐ Needs Improvement

3. Manager of Health Care:

   _________________________________

   ☐ Exemplary ☐ Proficient ☐ Needs Improvement
4. Consultant for Health Concerns: ________________________________

[ ] Exemplary [ ] Proficient [ ] Needs Improvement

5. Promoter of Sound Health Care Practices: ________________________________

[ ] Exemplary [ ] Proficient [ ] Needs Improvement

6. Overall Effectiveness of School Nurse: ________________________________

[ ] Exemplary [ ] Proficient [ ] Needs Improvement
GENERAL COMMENTS ON PERFORMANCE OF DUTIES, INCLUDING AREAS OF STRENGTH AND SUGGESTIONS FOR IMPROVEMENT:

________________________________________________________________________

________________________________________________________________________

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____________________________________  _________________________________
Evaluator                                               School Nurse

____________________________________  _________________________________
Date                                                        Date
POST EVALUATION CONFERENCE: ____________________________

DATE: ________________

EVALUATION OF: ________________________________________

TIME OF REVIEW: ________________________________________

Evaluator School Nurse

Date

Evaluator

Date

School Nurse
COMMENTS AND GOALS OF SCHOOL NURSE:

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________________________________________________________________________
________________________________________________________________________
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Evaluator __________________________________________________ School Nurse  

Date _______________________________ Date _______________________________

3/15/04 -amb