

AGREEMENT BETWEEN

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

AND

NURSES CONTRACT - AFSCME- COUNCIL 93  
LOCAL 204

JULY 1, 2024 THROUGH  
JUNE 30, 2027

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

and

ADAMS-CHESHIRE SCHOOL NURSES ASSOCIATION

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## **AGREEMENT**

AGREEMENT made as of the 1st day of July, 2024, by and between the HOOSAC VALLEY REGIONAL SCHOOL DISTRICT (hereinafter referred to as "District"), AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #204 CHAPTER OF ADAMS-CHESHIRE REGIONAL SCHOOL DISTRICT (hereinafter referred to as "Nurses")

### **ARTICLE 1 - RECOGNITION**

The Committee recognizes the Association for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and other pertinent provisions of law as the exclusive representative of a unit consisting of all registered nurses employed by the Committee for the purposes of administering to the health needs of students within the system and who work more than 20 hours a week. Registered nurses employed within the academic as opposed to the health area are not members of the unit here recognized.

### **ARTICLE 2 - COMMITTEE PREROGATIVES**

The Association agrees that the Committee has complete authority over the policies and administration of the Hoosac Valley Regional School System which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement. It further agrees that said Committee will continue to retain, whether exercised or not, the sole and exclusive right to direct the operation of the said school system in all aspects which sole and exclusive right shall include but not be limited to the right to decide the method of performing its work, to formulate, modify and alter work rules for the conduct of its business, to maintain order and efficiency, to hire, layoff, assign, transfer and promote nurses and to determine the starting and quitting times, the number of hours to be worked and the number and length of shifts to be worked except same shall not be exercised in violation of any of the express terms and provisions of this agreement. The action of the Committee with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provisions hereinafter set forth.

### **ARTICLE 3 - ALTERATION OR AMENDMENT OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Committee and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees

that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

If either of the parties hereto shall during the life of this agreement desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this agreement.

#### **ARTICLE 4 - COMPENSATION**

The nurses shall be paid at that rate set forth on Exhibit A during the periods therein indicated.

Nurses shall be paid in 26 equal bi-weekly installments. Each installment shall be 1/26 of the amount of the employee's anticipated regular yearly earnings and be increased for overtime as earned and reduced for that time not worked which was included in determining such employee's anticipated yearly earnings and by amounts not otherwise payable. A deduction for insurance shall, to the extent practicable, be deducted from salary in equal installments over the first 22 pay periods.

The Committee may, but need not, assign nurses to supervisory positions. If a nurse is assigned to a supervisory position and accepts such assignment (a nurse need not accept), the nurse shall be paid a stipend at the rate of \$800 per annum. Assignments to a supervisory position shall be made annually and only for a term of one fiscal year (July 1 through June 30). Nothing in this agreement or by way of any present or future work practice shall be construed as (1) requiring the Committee to establish, retain, fill or maintain anyone or more supervisory

positions; (2) requiring the Committee to assign or reassign any particular nurse to a supervisory position, all such assignments and reassignments to be at the sole discretion of the Committee; or (3) defining the nature or extent of the duties of supervisory positions, such defining being the sole and exclusive duty of the Committee.

A Nurse shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached unless he/she is denied such step rate by his/her Superintendent or Designee. Among the reasons for which the Superintendent or Designee may deny a salary step increase is a negative/unsatisfactory evaluation. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Article. In the event an employee is denied a step rate increase by his/her Superintendent or Designee he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect Time off the payroll is not creditable service for the purpose of step rate increases.

#### **ARTICLE 5 - TRANSPORTATION**

It is recognized that it is essential that nurses utilize their own motor vehicles in the conduct of the business of the District. The District agrees that it shall reimburse nurses for such use as is authorized by the District. The standard mileage rate mentioned in Rev. Proc. 88-52 for the first 15,000 miles of use provided that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, District shall be obligated to reimburse nurse only if nurse submits a written claim for such reimbursement on such forms and within such time as District may from time to time establish.

#### **ARTICLE 6 - INDEMNITY**

The Committee agrees to indemnify and hold harmless nurses for loss or damage sustained by nurses and arising out of the negligent acts or omissions of nurses occurring within the course of employment and arising out of such employment.

#### **ARTICLE 7 - DISCIPLINE, DISCHARGE AND SUSPENSION**

The Committee shall have the right to discipline, discharge or suspend nurses for good and sufficient cause but not otherwise. In the case of such discipline, discharge or suspension, the nurse shall be informed promptly of the reason for such action. If the nurse feels that the action is not justified, she shall so advise the Committee in writing within five days (Saturday, Sunday and holidays excluded), whereupon the discipline, discharge or suspension shall be discussed with the nurse to the end that agreement be reached. Such writing shall set forth in complete

detail all facts upon which the nurse premises her conclusion that such discipline, discharge or suspension was not for good and sufficient cause and no other facts may be relied upon by the nurse during the aforementioned discussion or at any subsequent proceeding pertaining to such discipline, discharge or suspension.

If the aforementioned discussion between the nurse and the designated representative of the Committee does not resolve the dispute, the nurse may, within ten days after the termination of such discussion, submit same to arbitration, subject to the provisions of Article 8 hereof; provided, however, that the arbitrator shall consider and decide only the issue of the existence or non-existence of "good and sufficient cause," which issue is not to be deemed to embrace the severity of the discipline, discharge or suspension in the light of the offending acts or omissions of the nurse.

If after arbitration a determination is made that the nurse involved has been disciplined, discharged or suspended without "good and sufficient cause," the Committee shall reinstate such nurse, and if any loss of time has been incurred by reason of such discipline, discharge or suspension, she shall be compensated for such loss at her regular rate of pay for such lost time. The nurse may at all times be assisted by an Association representative.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.1 A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of the express provisions of this agreement or any amendment or supplement thereto.

8.2 All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder will be the maxima unless extended by mutual agreement in writing. Grievances submitted after the close of the school year in June will be processed as speedily as is practicable.

8.3 Level One. A nurse with a grievance shall within 30 days immediately after the first occurrence of those acts or omissions upon which the grievance is premised, present it in writing to the Superintendent of Schools either directly or through the Association.

Level Two. If the grievance is not resolved to the satisfaction of the grievant within six days after submission at Level One, the grievant either directly or through the Association may present the grievance in writing to the Committee within an additional seven days.

Level Three. If the grievance is not resolved to the satisfaction of the grievant within 20 days after submission to Level Two and if the Association indicates in writing addressed to the Committee that the grievance is meritorious and that it involves in the opinion of the Association the interpretation, meaning or application of any of the express provisions of this agreement, the grievant may submit the grievance in writing to arbitration as hereinafter provided.

8.4 All decisions rendered at Levels One and Two of the grievance procedure shall be in writing setting forth the decision and will be transmitted promptly to the grievant and the Association. A decision at Level One shall be final unless within seven calendar days of delivery of the said decision, the grievance is presented in writing at the next level. A decision shall be final at Level Two unless within 20 calendar days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

8.5 An employee may present a grievance to his employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conference and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the employer and the exclusive representative.

8.6 The following general provisions shall pertain to arbitration:

(a) Unless otherwise agreed in writing, arbitration shall be administered by the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties will be bound by the rules of procedure of the American Arbitration Association in the designation of an arbitrator and the proceedings before him as otherwise herein provided.

(b) The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his own choosing.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

(d) The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in Article 2 of this agreement.

(e) The submission of any grievance to arbitration by a nurse or by the Association for the benefit of one or more nurses shall constitute a waiver of any right or rights the said nurse may have with respect to the matter submitted to said arbitration under other provisions of law. The nurse shall be precluded from pursuing any other remedy.

(f) It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Three and so any member other than the grievant shall upon two days' written notice to the Committee be excused from her regular duties without loss of pay or other benefits for purposes of so testifying.

8.7 (a) The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level in accordance with the terms hereof.

(b) All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

(c) No reprisals will be taken by the Committee or the school administration against any nurse participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.

(d) The President of the Association or her designee shall have the right to participate in the investigation or processing of a grievance. If it is necessary that such investigation or processing occur during a regular work day of the said President or her designee, she shall be released from her regular duties for such purpose without loss of pay or other benefits.

(e) In the event of a continuing grievance which affects one or more nurses, a grievance must be formally initiated within 30 days after the first occurrence of those acts or omissions which could have given rise to a grievance by the Association.

#### **ARTICLE 9 - WORKING HOURS, YEAR AND LOAD**

9.1 The regular work day of nurses shall be of seven hours' duration including one-half hour for lunch and shall begin before the established starting time of school and will end after the established dismissal time of school, provided, however, that such work day may be adjusted as the Superintendent deems necessary in light of current conditions, but such adjustment shall not extend the length of the work day, but may from time to time shorten the length of the work day provided a nurse who is employed as a full-time nurse is assigned a minimum of 1260 hours during each work year. Orientation day shall be a work day.

9.2 The work year of each nurse (other than new personnel who may be required to attend additional orientation sessions) will commence not more than four business days prior to the start of the first day of classes. The days of work year prior to the start of classes shall be for the purposes of conducting meetings and workshops for training, school year preparation, professional development, administrative purposes and other purposes associated with the commencement of the school year. Not later than the end of each school year the Superintendent shall notify the nurses of the first day of classes for the next year. The schedules



for meetings and workshops will be provided prior to the start of the work year. The work year of each employee (other than new personnel) will begin no earlier than August 1. The work year will terminate no later than June 30. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which nurse attendance in the opinion of the Superintendent of Schools is desirable; provided, however, that the work year shall not exceed 190 days.

9.3 All nurses shall have a duty-free lunch period within the aforesaid work day. In the event services are performed during the lunch period, the nurse will be given compensatory lunch time on the same day.

9.4 Notwithstanding any of the provisions hereinabove set forth, nurses shall render such emergency assistance to pupils within the system as is required.

9.5 Nurses agree that they shall provide for the health needs of the pupils within the school system pursuant to instructions and directives of the Committee, which instructions and directives may vary from time to time depending upon the health needs of the pupils within the system as determined by Committee.

9.6 Notwithstanding any provision of this agreement, a nurse continuously absent from work for whatever cause in excess of 120 calendar days exclusive of leave of absence granted under this contract will be deemed to be no longer employed by the District and any rights of said nurse under the terms of this agreement shall be null and void.

9.7 The District shall provide nurses with at least two inservice days per work year.

#### **ARTICLE 10 - SICK LEAVE**

A nurse will be credited with 15 days of sick leave during each work year of employment provided that the said nurse shall have reported for duty on the first official day of said work year. Said sick leave shall be accumulated from year to year up to a maximum accumulation of 180 days. Such accumulated sick leave may be used for the purposes of illness only. In the event an employee is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

## **ARTICLE 11 - TEMPORARY LEAVES OF ABSENCE**

11.1 The Superintendent may but need not grant temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth and the grant or denial of such leave by the Superintendent shall be conclusive and his decision shall not be subject to grievance or arbitration:

(a) For personal reasons other than personal illness, provided request is made therefore to the Superintendent of Schools in writing and then only for a period in the aggregate of not in excess of five days during any one work year.

(b) For the purposes of visiting other schools or attending meetings or conferences for the purposes of increasing the skills of the nurse in the performance of her duties within the Hoosac Valley Regional School District, provided request therefor is made to the Superintendent of Schools in advance and then only for a period not in excess of one day.

(c) For the purposes of seeking academic credits, provided that the acquisition thereof is essential in order to maintain a nurse's position within the school system, and provided that request therefore is made to the Superintendent of Schools in writing reasonably in advance of the date upon which said leave is to commence.

11.2 Nurses shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth:

(a) In the event of the death of the husband or wife or child of the nurse, for a period not in excess of seven consecutive calendar days, and in the event of the death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, niece, nephew and grandchildren, for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

(b) For purposes of religious observance if the religious convictions of the nurse prohibit her from working on said day and then only for a period not in excess of three days during any one work year.

## **ARTICLE 12 - INJURY IN THE COURSE OF EMPLOYMENT**

If a nurse, because of injury sustained in the course of and arising out of nurse's employment, is receiving benefits under Section 34 of Chapter 152 of the General Laws of Commonwealth of Massachusetts (Workmen's Compensation Act), the Committee shall pay to such nurse so long as such nurse is receiving benefits under said Section 34 an amount equal to the difference between the nurse's weekly salary at the time of such injury and the amount of weekly indemnity being received by the nurse. The total amount payable under this article because of anyone injury shall not exceed an amount obtained by multiplying the number of such nurse's accumulated sick leave days under Article 10 by such nurse's per diem rate. The number of accumulated sick leave days under Article 10 available to the nurse shall be reduced by an amount equal to the total sum paid to a nurse under this article divided by the nurse's per diem rate.

If the illness or injury of a nurse comes within the purview of both this article and Article 10, it shall be deemed to come within the purview of this article and such nurse shall not be paid any benefits pursuant to Article 10 for such illness or injury, except as is provided in the preceding paragraph.

## **ARTICLE 13 - SEVERANCE OR RETIREMENT OR DEATH BENEFIT PAY**

13.1 After a nurse has been in the employ of the Hoosac Valley Regional School District for a period of 20 years or more and has attained the age of 52 years, and has 80 sick days accumulated or maintained, such nurse shall be paid \$10,950 in January of the year following retirement.

13.2 After a nurse has been in the employ of the Hoosac Valley Regional School District for a period of 10 years or more and has attained the age of 60 years, and has 80 sick days accumulated or maintained, such nurse shall be paid \$10,950 in January of the year following retirement.

## **ARTICLE 14 - INSURANCE AND BENEFIT PLAN**

14.1.1. On the effective date of this agreement the District will pay one hundred per cent (100%) of the cost for a \$10,000 group term insurance plan insuring the life of an employee. Employees may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

14.1.2. An Employee may enroll in any HMO, PPO or POS plan with such benefits and through such organizations as the District shall from time to time select. . The District shall pay toward the premium cost for the plan in which a teacher enrolls the amount equal to seventy-five

percent (75%) of the premium cost for the HMO plan selected by the District. The District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a paraprofessional is enrolled. The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to sixty percent (60%) of the premium.

14.2. The District shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount an employee will have to pay for each plan.

14.3. An employee may have health insurance or other health coverage through only one of the plans offered by the District.

14.4. Each employee shall from time to time as requested by the District provide the District with a statement of such employee's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

14.5 The District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§21-23.

14.6 **Dental Insurance:** For employees who are employed to work 20 or more hours per week, the District will pay 50% of the cost of such dental benefit plan as is selected each fiscal year by the District.

#### **ARTICLE 15 - USE OF SCHOOL BUILDING BY ASSOCIATION**

The Committee will permit the Association, upon reasonable notice, to utilize school facilities for the purpose of conducting the business of the Association.

#### **ARTICLE 16 - UTILIZATION OF SANCTIONS BY NURSES**

The Association agrees that no nurse employed by the Committee shall, during the course of her employment by the Committee, participate in any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the Committee or the function of the educational process within the School District.

#### **ARTICLE 17 - CAFETERIA PLAN**

A plan under the Internal Revenue Code Section 125 will be offered to nurses commencing in the 1998-1999 work year at no administrative or other cost to the District.

### **ARTICLE 18 - SUBSTITUTE NURSING SERVICE**

During a nurse's unexpected absence and the inability to find replacement coverage, the remaining nurses will do the necessary work of the absent nurse such as dispense medications and attend to emergencies without compensation. This is in regard to Middle/High School nurses that need to float to the Elementary School. The floating will be via rotating list with Seniority prevailing.

### **ARTICLE 19 - CONTRACTING OF WORK**

No provision hereinbefore or hereinafter set forth shall preclude the Committee from having work of a nursing nature done in whole or in part by employees who are not member of this unit or by persons who are not employees of the District even though the same may result in discharge of employees within the unit or diminution of wages of an employee within the unit.

### **ARTICLE 20 - REDUCTION IN FORCE**

In the event the Committee shall in its sole discretion determine that a reduction in the nursing staff is desirable, the Committee shall implement by seniority such reduction including any reduction from full time to part time whether for the then current work year or succeeding work years, provided, however, that if in the opinion of the Committee, the application of seniority in any given instance shall be detrimental to the District, it need not be applied. The length of continuous service of a nurse within the District shall determine the seniority of the nurse.

### **ARTICLE 21 - IDENTIFICATION**

Nurses shall wear an identification card to enable students and others to identify them as a nurse.

### **ARTICLE 22 - PROFESSIONAL DEVELOPMENT**

The District will pay for each nurse a maximum of \$1,500 per fiscal year for the reasonable cost and expenses, including tuition, books, materials, laboratory fees, meals and transportation and lodging for courses, workshops, seminars, approved in writing in advance by the supervising Principal. Nurses shall submit requests for approval to the supervising Principal. The decision of the Principal shall be final and shall not be subject to the provisions of Article 8 - Grievance Procedure.

### **ARTICLE 23 - SMALL NECESSITIES LEAVE**

Any leave taken under this collective bargaining agreement shall not be in addition to Small Necessities Leave taken or available to be taken under the provisions of M.G.L. c. 149, § 52D.

### **ARTICLE 24 - CORI and CHRI**

24.1 The following applies to Criminal Offender Record Information ("CORI") checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

24.1.1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

24.1.2. A copy of a CORI report will be available to the employee upon request.

24.1.3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.

24.1.4. All CORI reports will be maintained in the Superintendent's office in separate confidential files.

24.1.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CORI checks.

24.1.6. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

24.2 The following applies to Criminal History Record Information ("CHRI") checks pursuant to M.G.L. c 71, §38R, as from time to time amended, including state and national fingerprint-based criminal background checks, to determine the suitability of employees for employment and continued employment by the District.

24.2.1. CHRI checks will be conducted as required by applicable law.

24.2.2. A copy of the CHRI report will be available to the employee upon request.

24.2.3. The Superintendent shall make a suitability determination concerning whether anything contained in the employee's CHRI renders the individual unfit for employment. If the employee disputes the Superintendent's suitability determination, the employee's sole recourse is to request the Massachusetts Department of Elementary and Secondary (DESE) make a suitability determination. DESE's suitability determination shall be final as to all parties.

24.2.4. All CHRI reports will be maintained and destroyed in accordance with applicable law.

24.2.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only person authorized to request CHRI checks.

24.2.6. The employee shall pay all costs of fingerprinting and CHRI. The employee shall not be excused from his/her regular duties to be fingerprinted.

24.2.7. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CHRI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

#### **ARTICLE 25 - ELECTRONIC INFORMATION**

The District has adopted an Internet Use Policy. Each employee and the Association agree to abide by the terms of such policies as it may from time to time be revised by the District's School Committee and shall upon demand by the Technology Administrator and/or a Principal give all of his/her passwords to the Principal.

#### **ARTICLE 26 - DELEGATION**

26.1 The parties shall work together in good faith to obtain Department of Public Health approval to delegate nursing activities for the administration of prescription drugs by unlicensed school personnel and to implement the same. The parties recognize that approval and implementation will take time to accomplish, particularly since implementation will require appropriate training of selected school personnel.

26.2 The parties will use the currently provided two inservice days for delegation activities.

26.3 The District will also pay the reasonable cost and expenses, to attend educational programs concerned with delegation including tuition, books, materials, laboratory fees, meals and transportation and lodging for courses, workshops, seminars, approved in writing in advance by the Superintendent. Nurses shall submit requests for approval in writing. The decision of the Superintendent shall be final and not subject to the provisions of Article 8 - Grievance Procedure.

#### **ARTICLE 27 - EXPRESS PROVISION**

A practice which is contrary to any express provision of this collective bargaining agreement shall not establish a past practice and such express provision may be utilized or enforced, as the case may be, to the fullest extent permitted by the language of such provision at any time.

#### **ARTICLE 28 – LICENSURE**

Pursuant to M.G.L. c. 71, 38G, to be eligible for employment as a school nurse by the District, a person must have been granted and hold a valid license under 603 CMR 7.11(2) issued by Commissioner of Elementary and Secondary Education or his or her designee. Notwithstanding the foregoing, in accordance with 603 CMR 7.15(10)(e) a nurse employed by the District on or before June 18, 1993 shall be exempt from this requirement.

#### **ARTICLE 29 – NURSE EVALUATION - EXHIBIT B**

Components of Professional Practice for School Nurse from Charlotte Danielson Adapted from “Enhancing Professional Practice: A framework for Teaching”.

#### **ARTICLE 30 - UNION REPRESENTATIVES AND PEOPLE DEDUCTIONS**

The Town shall allow up to 30 minutes for the Union Steward to perform new employee orientation to include completion of the membership form, PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction form, current contract and any applicable Union benefits therein. The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization form. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision. Union agrees to hold the District harmless, including attorney fees, related to any employee payroll deductions made on behalf of the Union.



### **ARTICLE 31 - UNION MEMBERSHIP**

31.1. During the term of this Agreement, employees covered by this Agreement shall have, in accordance with M.G.L, 150E, Section 12, membership in the Union and payment of annual Union dues by authorized dues deduction 30.2. The Union will be solely responsible for enforcing the provisions of this Article.

31.2 The Union will be solely responsible for enforcing the provisions of this Article.

31 . 3. The Union will indemnify, defend and hold harmless the School Committee and its members or the District or its agents, employees, administrators, (each an "Indemnified Party") against any and all claims, actions, losses, costs, damages or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution of common law, made or instituted against an Indemnified Party resulting from this Article. Specifically, the Union will have no right of action, by way of contribution, counterclaim or other basis against an Indemnified Party. Should any administrative agency or court of competent jurisdiction find an Indemnified Party liable for any damages as a result of this Article, the Union will pay any and all of those damages. including interest and charges.

31.4. If any CORI of competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article will be null and void.

31.5. The Dues deduction shall be calculated in accordance with the provisions of M.G.L. Chapter 150E, Section 12, and applicable state and federal constitutional law shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Union.

31.6. Thirty days prior to the start of each school year during the term of this Agreement, or within twenty days of commencement of employment. whichever is later, the Union shall certify to each nurse the amount of the Dues Deduction.

31.7 The District agrees that upon the receipt of written authorization of the Membership Application, form attached hereto, the District will deduct-monthly Membership Dues in the amount specified in such authorization, and transmit the same to the Union.

Such authorization shall not be revocable for a period of 60 days or until the termination of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until 10 days after written notice thereof has been given to the District.

**ARTICLE 32 - DURATION AND RENEGOTIATION**

This agreement will be effective as of July 1, 2024, and remain in full force and effect through June 30, 2027. The parties agree that terms and conditions of this agreement shall remain in force and effect past June 30, 2027 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF, we have affixed our hands this \_\_\_\_ day of \_\_\_\_\_, 2024.

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

By \_\_\_\_\_  
Its Chairman

ADAMS-CHESHIRE SCHOOL NURSES ASSOCIATION

By \_\_\_\_\_  
Its President

**EXHIBIT A - SALARY SCHEDULE**

<b>STEP</b>	<b>RN/BSN</b>
1	\$ 47,560
2	\$ 48,649
3	\$ 49,788
4	\$ 51,422
5	\$ 53,269
6	\$ 55,659
7	\$ 57,500
8	\$ 59,131
9	\$ 60,813
10	\$ 62,544
11	\$ 64,329
12	\$ 66,809

**EXHIBIT B - NURSES EVALUATION**

<b>Domain 1: Organizational Skills</b>					
<b>COMPONENT</b>	<b>Unsatisfactory</b>	<b><i>Needs Improvement</i></b>	<b>Proficient</b>	<b><i>Exemplary</i></b>	
<b>1a. Time Management</b>	School nurse does not demonstrate any time management skills. Work is not completed.	School nurse exhibits some time management skills. Some work is completed. Reminders are needed.	School nurse exhibits time management skills, attends meetings and gets reports and work completed.	School nurse exhibits strong time management skills. Work is reliably completed. Is reliable to attend meetings and other activities.	
<b>1b. Preparation &amp; Planning</b>	School nurse shows no professional preparation or planning.	School nurse shows some professional preparation and planning in some areas as described by best practices of the NASN	School nurse often shows professional preparation and planning as described by best practices of the NASN.	School nurse shows professional preparation and planning at all times and described by the best practices of the NASN.	
<b>1c. Completes Tasks</b>	Tasks are not done or are done late.	Tasks are done with reminders or inconsistently.	Tasks are completed in a timely manner.	Tasks are consistently done on time or early.	
<b>1d. Maintains Records</b>	Health records are not updated on the folder or in the computer with current health information, students contacts, and immunization records.	Health records are generally done but updated information is absent. Updated information is needed in the computer files.	Health records are maintained on the folder and on computer files.	Health records are maintained and updated regularly with clear expectations both on the computer and on folder.	
<b>1e. Implements Policies, Programs &amp; Procedures</b>	School nurse does not develop or implement health policies, programs, and procedures and shows no knowledge of Pocatello/Chubbuck School District #25 Health Services protocol, policies, and procedures.	School nurse implements and shows some understanding of existing health policies, programs, and procedures of Pocatello/Chubbuck School District #25.	School nurse implements health policies, programs, and procedures and contributes to the development of new health policies, programs, and procedures. Has good understanding of the policies, programs and procedures.	School nurse displays thorough knowledge of Pocatello/Chubbuck School District #25 Health Services protocol, policies and procedures, and utilizes them consistently. School nurse evaluates the effectiveness of these guidelines on an on-going basis and proposes changes as indicated.	
<b>1f. Identifies Student Health/Medical Needs</b>	School nurse demonstrates little knowledge identifying student health/medical needs and does not develop programs.	School nurse demonstrates basic knowledge identifying student health/medical needs and may develop programs occasionally for routine needs.	School nurse demonstrates good knowledge identifying student health/medical needs and develops appropriate programs when needed.	School nurse demonstrates knowledge identifying student health/medical needs based on current research on best practice and is active in developing programs to meet the health/medical needs	

				of students.
<b>Domain 2: Coordinating Functions</b>				
<b>COMPONENT</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
<b>2a. Works Well with Staff</b>	School nurse relationships with colleagues are absent, negative or self-serving.	School nurse maintains cordial relationships with colleagues to fulfill the duties that the school district requires.	School nurse relationships with colleagues demonstrate support and cooperation.	School nurse relationships with colleagues are characterized by support and cooperation. The School nurse takes initiative in assuming a leadership role regarding health issues.
<b>2b. Provides Inservice Training</b>	Health education inservice programs are not done.	Health education inservice programs are done when required but poorly planned and may fall short of program goals.	Health education inservice programs are well planned. Program goals are generally achieved.	School nurse actively creates inservice programs. They are extremely well planned, purposeful, and meet or exceed the program objectives/goals.
<b>2c. Functions as Advocate for Students/Parents</b>	School nurse is not aware of student/family needs.	School nurse is aware of some student/family needs and responds to some of those needs.	School nurse responds to student/family needs and advocates on their behalf.	School nurse is proactive in responding to student/family needs, seeking out resources when necessary to advocate for them.
<b>2d. Is Available for Consultation</b>	School nurse is unaware or does not respond to questions, interests, or concerns of student/family/staff.	School nurse responds to student/family/staff questions, interests, or concerns.	School nurse is knowledgeable and cooperative when consulted by student/family/staff.	School nurse is approachable and available in providing accurate information in consultation with student/family/staff; initiates consultation/team meetings when appropriate
<b>2e. Identifies/Utilizes Community Support Services</b>	School nurse is not aware of resources available through the school, district, or community.	School nurse is aware of some resources available through the school, district or community.	School nurse is aware of multiple resources available and is able to use them to meet the needs of students/family/staff.	School nurse is aware of school, district, and community resources to enhance health services.
<b>2f. Provides Education for Student Health Needs</b>	School nurse does not use the nursing process to make plans to contribute to the education of the student with special health needs.	School nurse uses basic knowledge of the nursing process to identify health needs. Plans are inadequate or are completed on very few students.	School nurse displays solid use of the nursing process and develops plans for most students with special health needs.	School nurse displays extensive knowledge of the nursing process with continuing pursuit of knowledge. Health plans are completed for all students needing them and are individualized and continually monitored.

**Domain 3: Communication Skills**

<b>COMPONENT</b>	<b>Unsatisfactory</b>	<b><i>Needs Improvement</i></b>	<b>Proficient</b>	<b><i>Exemplary</i></b>
<b>3a. Works Effectively with Staff</b>	School nurse does not make staff aware of specific health concerns of their students.	School nurse is aware of specific student health concerns but does not communicate these concerns to teachers routinely.	School nurse alters teachers to specific health concerns of some of their students.	School nurse alerts teachers of specific health concerns of a majority of their students. Health alerts are created and updated as needed.
<b>3b. Participates in IEP Meetings</b>	School nurse makes no effort to attend or share knowledge with other team members in IEP meetings.	School nurse attends IEP meetings but contributes in limited ways.	School nurse attends IEP meetings and does some assigned tasks and participates in sharing knowledge to contribute to the meeting.	School nurse attends IEP meetings and does required tasks. Nurse initiates the sharing of knowledge that contributes to the IEP meetings on an ongoing basis.
<b>3c. Communicates Effectively</b>	School nurse does not communicate with student, parents, staff and administrators.	School nurse responds to questions from student, parent, staff and administrators.	School nurse provides information to student, parents, staff and administrators as appropriate.	School nurse frequently provides information to student. Parents, staff and administrators as appropriate. Communication reflects current needs of student and school environment.
<b>3d. Maintains Confidentiality</b>	School nurse is not alert to issues of confidentiality.	School nurse efforts to maintain confidentiality are inconsistent.	School nurse maintains confidentiality by releasing confidential information only to appropriate personnel with parents consent.	School nurse is highly proactive in maintaining confidentiality and educates others to remember the importance of confidentiality.
<b>3e. Develop Rapport with Students</b>	School nurse ignores students or has interactions that are negative, demeaning, sarcastic, or inappropriate to the individual or student. Students exhibit disrespect for the nurse.	School nurse interactions with students are generally appropriate but may reflect occasional inconsistency or students e minimal respect for the nurse.	School nurse interactions with students are generally friendly and demonstrate warmth, caring and respect for the nurse.	School nurse interactions are friendly and demonstrate warmth, caring and mutual respect in accordance with developmental and cultural norms.
<b>3f. Communicates with Physicians &amp; Pharmacists</b>	School nurse does not communicate with physicians or pharmacists.	School nurse communicates with physicians and pharmacists when necessary.	School nurse communicates with physicians and pharmacists in a professional manner for clarification of health matters.	School nurse initiates communications that are consistently high quality, clearly expressive, and appropriate for intended recipient.

**Domain 4: Professional Responsibilities**

<b>COMPONENT</b>	<b>Unsatisfactory</b>	<b><i>Needs Improvement</i></b>	<b>Proficient</b>	<b><i>Exemplary</i></b>
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<b>4a. Pursues Professional Growth</b>	School nurse engages in no professional development activities to enhance knowledge skills.	School nurse participates in professional activities to a limited extent when they are convenient.	School nurse seeks out opportunities for professional development and participates in professional growth opportunities to enhance nursing process knowledge.	School nurse seeks out opportunities for professional development and encourages other school nurses to seek further knowledge to enhance the nursing process.
<b>4b. Understands Legal &amp; Ethical Practice</b>	School nurse exhibits a lack of knowledge regarding the Idaho Nurse Practice Act and the Idaho Board of Nursing Rules and Regulations.	School nurse is aware of the Idaho Nurse Practice Act and adheres to the Idaho Board of Nursing Rules and Regulations.	School nurse is aware of the Idaho Nurse Practice Act and adheres to the Idaho Board of Nursing Rules and Regulations. Duties are delegated as appropriate.	School nurse adheres to Idaho Nurse Practice Act and Idaho Board of Nursing Rules and Regulations. Additionally, school nurse follows the Practice Guidelines of the National Association of School Nursing. Delegation of duties are appropriate.
<b>4c. Performs Duties in a Professional Manner</b>	School nurse practices without reference to Pocatello/Chubbuck School District #25 Health Services Policies/Procedures.	School Nurse is aware of Pocatello/Chubbuck School District #25 Health Services Policies/Procedures.	School nurse abides by Pocatello/Chubbuck School District #25 Health Services Policies/Procedures routinely.	School Nurse abides by Pocatello/Chubbuck School District #25 Health Services Policies/Procedures. Nurse is also actively involved in policy development and revision.
<b>4d. Participates in School/District Projects</b>	School nurse avoids becoming involved in school and district projects.	School nurse participates school and district projects when specifically asked.	School nurse volunteers to participate in school and district projects making a substantial contribution.	School nurse volunteers to participate in school and district projects, making a substantial contribution and assumes a leadership role in a major school or district project.
<b>4e. Presents Growth &amp; Development Programs</b>	School nurse does not provide health education to groups of individuals or in classroom settings	School nurse provides health instruction when requested.	School nurse provides formal health instruction within groups or in classrooms, based on sound learning theory as appropriate for developmental level.	School nurse provides formal health instruction within groups or in classrooms, based on sound learning theory as appropriate for developmental level. Involvement in health curriculum development is apparent.
<b>4f. Provides Health Counseling</b>	School nurse does not provide health counseling or its of uniformly poor quality.	School nurse does provide health counseling but it is inconsistent in quality.	School nurse provides consistently high quality, individualized counseling to person or group.	School nurse provides consistently high quality, individualized counseling to person or group. Feedback provision is made for students, parents or staff.

