

SALARY AND BENEFITS AGREEMENT

AGREEMENT made this 29th day of August 2024, by and between April Giardina, School Nurse, (hereinafter referred to as the "Employee"), and the **ELWOOD UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "Board" and/or "District").

WHEREAS, the Board has been advised that it is legally permissible for the Board to contractually obligate itself to provide the terms and conditions of employment more particularly described herein; and

WHEREAS, both parties acknowledge that the termination of the employment of the Employee and her employment status as a Civil Service employee are subject solely to various provisions of the Laws of the State of New York and nothing herein contained shall be deemed to have modified the foregoing in any respect; and

WHEREAS, this document is provided to set forth the employment benefits which accompany the position of School Nurse. It is not an employment contract, and provides no guarantee of continued employment.

NOW, THEREFORE, based upon the mutual covenants and understanding between the parties, it is agreed as follows:

- I. **INCORPORATION BY REFERENCE**: The above "Whereas" clauses are hereby incorporated by reference.
- II. **SCOPE OF EMPLOYMENT**: The Employee shall be employed as a School Nurse in accordance with the terms and conditions of the within Agreement. The Employee shall perform all services and duties expressly imposed upon her by the Laws of the State of New York.
- III. **DURATION**: This Agreement shall be effective for the period from July 1, 2024 through June 30, 2027.
- IV. **SALARY**:
 - A. The Employee's salary for the period of July 1, 2024 through June 30, 2025, will be as provided for on Step 9 of the Nurses' Salary Schedule appended hereto, namely \$68,768.
 - B. Effective July 1, 2025, the salary schedule annexed hereto shall include a cost of living increase equal to the increase in the CPI-U, AU Urban Consumers for New York - Northern New Jersey - Long Island from the previous 12-month period, over the prior year's base salary. Said annual increase shall not be less than one percent (1%) or more than two percent (2%). The employee shall advance one step on the salary schedule.
 - C. Effective July 1, 2026, the salary schedule annexed hereto shall include a cost of living increase equal to the increase in the CPI-U, AU Urban Consumers for New York -

Northern New Jersey – Long Island from the previous 12-month period, over the prior year's base salary. Said annual increase shall not be less than one percent (1%) or more than two percent (2%). The employee shall advance one step on the salary schedule.

D. Longevity shall reflect the following amounts:

Longevity payments for 10 years of full-time service shall be \$2,300.
Longevity payments for 15 years of full-time service shall be \$5,500.
Longevity payments for 20 years of full-time service shall be \$6,250.
Longevity payments for 25 years of full-time service shall be \$7,000.

Longevity shall be paid through the District's regular payroll and prorated based on actual years of service.

E. If the Employee is a full-time nurse who holds/obtains a master's degree, she will be entitled to an annual stipend of \$500.

F. If the Employee is appointed by the Board of Education to the Lead Nurse assignment, she shall receive an annual stipend of \$10,000. The stipend shall be prorated for partial years' service.

G. Interscholastic Athletics Stipend: If the Employee is regularly assigned to the high school or middle school, she shall receive an annual stipend of \$2,500 for Interscholastic Athletics.

A. Alternative Learning Center: If the Employee is regularly assigned to any Elwood school building where a BOCES Alternative Learning Center is being hosted, she will receive an annual stipend of \$2,500.

B. After School/Extra-Curricular Activity Compensation: If the Employee is required to perform duties afterschool associated with an extra-curricular activity, she shall receive additional compensation for such duties at \$66.00 per hour.

V. **BENEFITS**:

A. Health Insurance:

1. The Employee shall receive the same health insurance plan ("NYSHIP") offered to members of the Elwood Teachers Association in its existing collective bargaining agreement with the District and all successor agreements, including the right to purchase the one million dollar "wrap around" health insurance. The employee shall contribute 22% toward the cost of individual or family coverage.
2. The Employee may elect to waive participation in the NYSHIP provided by the District in exchange for a payment during each calendar year if permissible by the rules and regulations set forth by NYSHIP. The amount of such payment for the

District is \$600 for waiver of applicable individual coverage or \$1,300 for waiver of applicable family coverage.

3. Upon retirement from the District into the New York State Employees Retirement System, the Employee, provided he/she has been employed by the District for a period of ten (10) years, shall be entitled to coverage in the District's health insurance plan. The District will contribute 80% of the premium for individual coverage or 70% of the premium for family coverage.
- B. Dental Insurance: The Employee shall receive the same dental insurance plan offered to members of the Elwood Teachers Association in its existing collective bargaining agreement with the District and all successor agreements. Currently, the District shall pay eighty percent (80%) of the group dental insurance premium (individual or family coverage, whichever applies in the particular case) for each school nurse, except those who normally work less than thirty (30) hours a week. Deductions for the remaining twenty percent (20%) premium cost shall be made from the salaries of those teachers who provide the Board with written authorization to make such deductions, provided, however, that in no event during the term of this Agreement shall the Employee's share of the annual premium exceed \$40.00 for family coverage and \$16.00 for individual coverage, plus fifty percent (50%) of the increase over and above 1985-96 district expenses retroactively.
 - C. Life Insurance: The Board will pay and provide for term life insurance in an amount equal to 100% of the Employee's annual salary, up to \$100,000, rounded out to the next higher \$500.00. The Employee shall name the beneficiary. The Employee may, at his/her option, purchase Supplemental Life Insurance at his/her option by payroll deduction. The option shall be the same insurance offered to other District employees.
 - D. Disability Income Insurance: The Employee will be provided with disability insurance income with a minimum of sixty-six and two-thirds percent of the employee's income, provided she works at least thirty (30) hours a week. There shall be a ninety (90) calendar day waiting period as described in the catastrophic illness protection plan that is maintained by the District and is applicable to all school nurses employed by the District, and the plan benefit will expire at age sixty-five for absence due to sickness or accident. The maximum annual benefit is \$45,000.
 - E. Workers Compensation Insurance: If the Employee suffers a work-related injury through no negligence on her part, she shall receive the benefit of the Workers Compensation Insurance program carried by the District.
 - F. Sick Leave: The Employee shall have a total of twelve (12) days of sick leave per year with unlimited accumulation. Upon retirement into the New York State Employee Retirement System, or layoff, the Employee shall be compensated at a rate of one (1) day's pay for each of three (3) days of accumulated leave.
 - G. Bereavement Leave: A maximum of five (5) days of bereavement leave will be granted in the event of a death in the immediate family. Immediate family is defined as spouse,

children, parents, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

- H. Personal Leave: The Employee shall be entitled to three (3) personal leave days per year. Advance notice of five (5) working days must be provided for a personal day, with the exception of an emergency. Any unused personal days will accumulate as sick days.
- I. Leave of Absence: A leave of absence without pay or salary increments of up to one (1) year may be granted for personal reasons at the discretion of the Board of Education. Notification to the District office, in writing, is required ninety (90) school days prior to the anniversary date of the leave of intent to return. Failure to comply with this provision will constitute "abandonment of position".
- J. Tax Shelter Annuity Program: The Employee shall be entitled to participate in the tax-sheltered annuity program offered by the District.
- K. Reimbursement of Conference Expenses: If the Employee is required to attend professional conferences and meetings, the expenses for registration, transportation, meals, and other related expenses, shall be reimbursed upon submission of proper documentation and receipts in accordance with District policy.
- L. Hepatitis Titer Test: The District will pay for the cost of a hepatitis titer test once every five (5) years, and will pay for a follow-up, additional titer test if such is medically necessary.
- M. Reimbursement for Damage to Personal Property: Claims made by the Employee for damage to personal property on school property during school hours will be reimbursed at the end of the school year. The District's liability is limited to \$1,500 per annum total for all the nurses employed by the District. Unused funds will accumulate for future use.
- N. Uniforms: The Employee will be provided with a uniform allowance or credit at a designated store, as arranged by the District, in an amount not to exceed \$330 per school year, to cover the Employee's uniform and shoes.
- O. Substitute Coverage: On days when a nurse at a particular building is absent and the District is unable to secure a substitute, the nurse from another building may be assigned additional duties to provide emergency coverage. The District shall pay the nurse assigned to provide emergency coverage \$40.00 per day for the added duties.
- P. Retirement Incentive: If the Employee retires into the New York State Employees Retirement System on the date of first eligibility according to the retirement plan (age 55 for Tier 1, age 62 for Tiers III and IV), she shall be entitled to a retirement incentive of \$600 a year for each year of service as a nurse in the District, up to a maximum of twenty (20) years. In order to receive this retirement incentive, the Employee's resignation for the purpose of retirement must be received by the District no later than four (4) months before the Employee's actual retirement date.

Q. Indemnification: The Employee shall be entitled to the protections afforded in Education Law § 3811 in connection with any action or proceeding commenced against her arising from the exercise of her duties within the scope of her employment.

R. Legal Rights: This Agreement shall not abrogate any rights which the Employee may have under New York State Civil Service Law and/or other legal statutes.

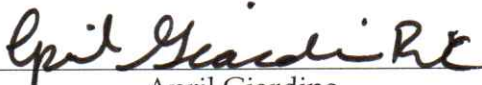
- VI. **WORK YEAR**: The Employee's work year shall be defined as the same work year for teachers. That is, from September 1 to June 30, with pre-opening staff meetings and other orientation procedures as part of the regular school year. School nurses shall be excused in June following the last day of the regular period session if all duties have been completed in a satisfactory manner. The school year shall consist of 184 days. In the event of emergency closing, the first three (3) school days shall not be made up.
- VII. **EVALUATION**: The Employees performance of duties shall be evaluated annually by her immediate supervisor.
- VIII. **WRITTEN AGREEMENT**: This Agreement shall continue in full force and effect during the term of employment of the Employee, unless otherwise terminated, modified or extended in accordance with the provisions of this agreement or by an agreement in writing between the parties.
- IX. **SEVERABILITY**: If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of the Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a monetary benefit, the undersigned parties agree to negotiate as part of the Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five (45) days, either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value as reasonably implements the intent of the parties under the deleted provision.

ELWOOD UNION FREE SCHOOL
DISTRICT


James Tomeo
President, Board of Education


Gayle Steele, Ed.D.
Superintendent of Schools

EMPLOYEE


April Giardina

APPENDIX

2024-2025	
1	58,693
2	59,867
3	61,064
4	62,285
5	63,531
6	64,802
7	66,098
8	67,420
9	68,768
10	70,143
11	71,546
12	72,077
13	74,437
14	75,925
15	77,444
16	78,218
17	79,001
18	79,791