COLLECTIVE BARGAINING AGREEMENT

between

ISSAQUAH SCHOOL NURSES ASSOCIATION

and the

ISSAQUAH SCHOOL DISTRICT

September 1, 2025 through August 31, 2028

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PREAMABLE AND RECITALS

This Agreement is made and entered into between Issaquah School District No. 411 (hereinafter "District") and the Issaquah School Nurses Association (hereinafter "Association" or “ISNA”).

In accordance with the provisions of the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, and in consideration of the mutual covenants contained herein, the parties further agree as follows:

The health and safety of Issaquah students is an important condition in their ability to learn and thrive, and school nurses serve an important role in the District’s mission. The parties share a mutual interest in supporting the health and safety of Issaquah students and providing an environment that promotes success for our students, staff and schools. To these ends, it is and will continue to be in the parties’ mutual interest to promote labor-management cooperation, create and model an atmosphere of mutual trust and respect, and to confer and negotiate in good faith with respect to wages, hours, benefits, terms and conditions of employment.

ARTICLE 1 – RECOGNITION

Section 1.1 – Recognition

The District recognizes the Issaquah School Nurses Association, an affiliate of the Washington Education Association (WEA), the WEA-Sammamish UniServ Council, and the National Education Association (NEA), as the sole and exclusive representative of all full-time and regular part-time nurses in non-certificated positions employed by the Issaquah School District, excluding supervisors, confidential employees, nurses in certificated positions, and all other employees.

Section 1.2 – Exclusions

Excluded from the bargaining unit are casual and temporary employees as defined in WAC 391-35-350.

Section 1.3 - Unit Clarification

Other positions that may be established by the District shall be included in the bargaining unit unless the District and the Association agree that such positions should be excluded. If agreement on inclusion is not reached, either party may file for unit clarification with the Public Employees Relations Commission.

ARTICLE 2 – DEFINITION OF TERMS

Agreement: Refers to this Collective Bargaining Agreement unless otherwise specifically defined and any subsequent Memoranda of Understanding mutually agreed to during the term of this Agreement.

Board: Refers to the Board of Directors of the Issaquah School District #411.

Building: Refers to a school or other District worksite.

Day: Refers to employee workday unless otherwise specifically defined in this Agreement.

District: The Issaquah School District #411, also referred to as the "employer."

Employee: Refers to all employees represented by the Issaquah School Nurses Association as defined in Article 1.

Float nurse: An employee assigned to perform bargaining unit work at one or more worksites to replace another employee who is on leave or is absent, to serve in a position while the position is posted and being filled pursuant to Article 9, to assist with the workload of the primary nurse assigned to that building, or to address specific student health needs at the assigned worksite(s).

Substitute and Substitute employee: A person employed to perform bargaining unit work for thirty (30) or fewer days of work within any twelve (12) month period. Persons employed by the District for more than thirty (30) days of work within any twelve-month period who continue to be available for work as substitutes are included in the bargaining unit set forth in the Recognition clause.

Supervisor: Refers to the Director of Health Services unless otherwise specifically defined.

Overtime - Any authorized work performed in excess of forty (40) hours in a standard work week.

Other terms used in this Agreement shall be given their ordinary and common day meaning unless otherwise specifically defined.

ARTICLE 3 – STATUS AND TERMS OF THE AGREEMENT

Section 3.1 Association Rights

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association. No other group shall have the rights or functions accorded to the Association unless legally elected to represent employees and/or supersede the Association.

Section 3.2 Management Rights

All rights, except such as are clearly relinquished herein by the District, are reserved to the District, which is responsible for the maintenance of an orderly, effective and efficient operation of the District.

Except as otherwise specifically relinquished or addressed by the terms of this Agreement, the District has the right, in accordance with and subject to applicable laws, rules and regulations and the provisions of this Agreement, to hire, transfer, promote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause; the right of lay off, the right to establish, change, and direct the methods and processes of doing work, to introduce new and improved work methods or equipment; the right to determine the right to determine start and end times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The right to make reasonable rules and regulations are acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of the employees and the Association, and to the obligations imposed by law and by this Agreement.

Section 3.3 Agreement and Mutual Consent

This Agreement constitutes the entire agreement between the parties and no statement, promise, past-practice or inducement which is not contained herein shall be binding on the parties.

This Agreement, and wages, hours and terms and conditions of employment may not be altered, reduced, or enlarged except with the mutual consent. During its term, there may be agreement between the parties that this contract needs amendment or modification. In the event that both parties agree that amendment or modification is needed, collective bargaining will commence on said subjects. The amendments or modifications so negotiated shall be in writing and shall become a part of this Agreement unless otherwise mutually agreed.

Section 3.4 Conformity to Law and Saving Clause

This Agreement shall be governed and construed according to the Constitution and applicable Laws of the United States and the State of Washington. Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by a court or arbitrator of competent jurisdiction, such decision shall apply to the specific article, section, or portion thereof directly specified in the decision and all other provisions shall continue in full force and effect. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

Section 3.5 Supersedes Other Rules

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that shall be inconsistent with its terms, except when in conflict with applicable state or federal laws.

Section 3.6 Distribution of Agreement

The District shall post an electronic version of the signed Agreement to the District website within three (3) weeks of signing by both parties. As soon as practical after signing, the District shall provide the Association President with eight (8) print copies of the signed Agreement for Association use. All applicants and new hires shall be informed of where to locate the electronic version of this Agreement on the District's website.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 4.1 Civility and Protection from Prohibited Harassment, Intimidation and Discrimination

The Association and the District share a commitment to supporting all partners in the educational process, and to a safe and civil work and educational environment free from intimidation and sexual, racial and other harassment. The District will include~~s~~ anti-harassment training as part of each new employee's orientation, will follow relevant District Regulations and Procedures, and will educate all employees in accordance with state requirements.

There shall be no discipline of or discrimination against any employee because of that person's age, sex, sexual orientation, including gender expression or identity, religion, age, veteran or military status, marital status, race, creed, or color. Nor shall there be discipline, or discrimination based on the presence of any sensory, mental or physical handicap disability, unless it is based on a bona fide

occupational qualification or unless the particular disability prevents the proper job performance of the particular employee.

Religious or political activities of the employee that occur outside of the workday and in the private and personal life of the employee will not be grounds for disciplinary action unless such activities are found to materially disrupt the operation of schools. The Association and the District are committed to advising employees on how their online behavior may affect their own safety and reputation and that of the District, and the District will provide employee training on District Regulation 2026.

Section 4.2 Legal Rights

Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but in addition to those provided elsewhere.

Section 4.3 Professional Workplace

The parties recognize that providing nursing care and delegation in school settings is uniquely challenging since a school's primary mission is education, not health care. Nevertheless, students must have access to health services during school and extra-curricular school-sponsored events to enable them to participate fully, and students with life threatening conditions must have additional monitoring and care.

Employees will be treated with respect and dignity and will treat one another in this way, in an environment that recognizes and builds on successes, is free from intimidation and harassment, encourages openly sharing information, knowledge and experience, and supports the need for school nurses to provide a standard of practice upon which school administrators, teachers, parents and other school staff and the public may rely. Employees will exercise professional judgment and are expected to maintain a high professional standard of care to support the most effective learning environment possible for students.

Section 4.4 Liability Insurance

The District will provide liability insurance coverage to classified nurses to the same extent as it is provided to certificated nurses. The District will defend employees from allegations arising out of any act or failure to act, provided that at the time of the act or omission complained of the employee was acting in good faith within the scope of the employee's employment and in compliance with Board Policies, District Regulations, School Nursing Scope and Standards of Practice.

Section 4.5 Rights to Representation, Due Process and Just Cause

> **Section 4.5.1 Right to Representation:** An employee has the right, upon request, to have Association representation during any disciplinary proceeding. When an allegation of misconduct is made against an employee and that allegation, if true, could be cause for discipline, the District shall take the following steps in the investigative process:

A. The District will inform the Association president of the general subject matter of the allegation prior to the investigatory interview, and will provide the president a copy of any notice of investigation that may be issued to the employee.

B. An employee has the right to have Association representation present during an investigatory interview that the employee reasonably believes may result in discipline (often referred to as Weingarten rights). Notices of investigation will inform employees of the right to representation. If the employee requests representation for the investigatory interview, the District will provide the employee the opportunity to consult with the Association, and schedule meetings with the employee and representative, within a reasonable amount of time.

C. At the investigatory interview, the District will inform the employee of the allegation(s) of misconduct, and any directives to be followed by the employee during the course of the investigation. Disciplinary action may result if the directive provided is not followed.

Section 4.5.2 Non-Disciplinary Action: Letters of Direction

A Letter of Direction is a written directive issued by the Director of Health Services to an employee that seeks to guide future conduct, does not identify substantiated misconduct, and is not disciplinary in nature. Disciplinary action may ensue, subject to the provisions of this Agreement, if such directive is violated by the employee. A Letter of Direction will be placed in the supervisor's file.

Section 4.5.3 Disciplinary Action, Just Cause and Progressive Discipline

A. **Just Cause:** No employee shall be disciplined except for just cause. The employee has the right to the opportunity to respond in advance of discipline being issued at a pre-disciplinary meeting. Specific grounds forming the basis for the disciplinary action that is planned will be made available to the employee and the Association in writing in advance of the pre-disciplinary meeting. The employee shall be informed of the outcome of the pre-disciplinary meeting and any action taken. To the extent possible, all disciplinary action(s) should be taken in a timely manner.

B. **Intent of Discipline and Progressive Discipline:** Discipline shall be corrective rather than punitive and will, except for serious offenses where the District may skip one or more steps, follow the following line of progressive discipline:
   1. Verbal reprimand (documented and dated, signed by the supervisor, signed and dated as having been received by the employee, and placed only in the employee's file maintained by the supervisor)
   2. Written reprimand (dated, signed by the supervisor, signed and dated as having been received by the employee, and placed in the employee's personnel file maintained in Human Resources only)
   3. Suspension without pay
   4. Dismissal

C. **Excluded:** Performance evaluation and being placed on a performance improvement plan are not disciplinary actions and are not covered under Section 4.5.

Section 4.6 Complaints and Unauthorized Recording of Staff

Section 4.6.1 Complaints:

Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student or other person will be called to the attention of the employee as soon as reasonably possible.

If the identity of the person expressing a concern related to the performance or conduct of an employee is not made available to the employee together with a description of the concern, or if the procedures in District Regulations have not been followed, the concern from that person shall not be used in the evaluation of the employee.

Section 4.6.2 Video or Audio Taping: No device shall be installed in any workspace or brought in on a temporary basis that would allow a person to be able to listen to or record in that workspace without the express advance knowledge of the employee involved. Meetings with parents will not be recorded unless required by law or with the permission of each participant. These restrictions on recording do not restrict the District from using video equipment and reviewing video footage for safety and security purposes.

Section 4.7 Employee Files

In accordance with WAC 181-88 and RCW 28A.400.301, no information may be expunged from the employer's personnel, investigative or other files related to substantiated verbal or physical abuse or sexual misconduct by an employee. The law and this Agreement do not restrict the expungement from a personnel or supervisor's file of information about alleged verbal or physical abuse or sexual misconduct that has not been substantiated.

Employee files shall be managed as set forth below:

Section 4.7.1 Contents of Personnel File:

A. For each employee, the District shall maintain a personnel folder that shall initially contain the following items:
    1. Application materials
    2. Letters of recommendation and commendation
    3. Evaluation reports required to be maintained in the personnel file
    4. Pertinent data covering salary level, licenses or credentials held and/or degrees earned.

B. Employees may add materials to their personnel file. Materials other than those defined in Section 4.7.1.A 1 through 4, above, may not be placed in an employee's file until:

1. The employee has been given the opportunity to read and sign the materials. The signature of the employee does not imply that the employee agrees with the contents of the document; and
2. The employee has been given an opportunity to attach any materials of his or her choice to the material.

C. Materials reviewed by an employee and judged by that employee to be untrue, misleading, or irrelevant to employment may be removed from that employee's file if one (1) or more of the following criteria is met:
   1. The Superintendent or designee agrees with the employee that the material should be removed.
   2. A grievance pertaining to the disputed material has been resolved.
      In the event the material is not removed, the employee shall be informed of the decision and of the employee's right to submit a written rebuttal. Such written response shall be attached to and maintained with the material retained.

D. Health and medical information provided to the District will be maintained in separate, confidential medical files in Human Resources and/or the Business Office. The District does not request third parties or require employees to provide information about health or medical conditions of the employee or the employee's family unless such information is related to:
   1. Administering leave by way of medical certification as required by law;
   2. Reasonable accommodations for the performance of essential job duties of the employee's position;
   3. An employee's fitness for duty.

Section 4.7.2 Access to Personnel File:

A. Personnel files pertaining to current or former employees, to the extent any are kept in hard copy format, shall be kept in lockable files in the Human Resources Department. Access to these files shall be limited to the Superintendent and/or the Superintendent's designee or their respective confidential staff.

B. File Review: The personnel file of an employee shall be open to the employee's review in the presence of the Executive Director of Human Resources, or the Executive Director's confidential staff. An appointment must be made in advance. Anyone at the employee's request may be present during review of the employee's personnel file.

C. Access to the employee's file shall be restricted to:
   1. The Superintendent, or designee, and their respective confidential staff.
   2. The employee's supervisor.
   3. The employee.
   4. The School Board in executive session pursuant to a personnel matter.
   5. Anyone with written authorization by the employee or anyone accompanied by the employee whose file is being examined.

D. The District will follow all state and federal laws in response to public record requests and subpoenas for employee personnel files. Prior to the release of any information

pursuant to a public record request received by the District in accordance with RCW 42.56.230 when the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the Association of the receipt of such request. The District will also make a reasonable effort to notify the potentially affected employee(s) in order to allow the employee(s) an opportunity to seek court intervention to prevent such release. The District has no obligation to seek court or legal prevention of the release of such information on behalf of any employee.

E. An employee may request a copy of any materials included in her or his file. The District will provide a copy in a reasonable time.

Section 4.7.3 Supervisor's File, Documents and Materials:

A. The Director of Health Services may maintain an information file, or "supervisor's file", pertaining to employees the supervisor supervises and evaluates.

B. The contents of all individual files maintained and/or documents or materials retained by the employee's supervisor will be shown to the respective employee upon request.

C. An employee may attach a written statement or other materials to any document retained by the supervisor and/or contained in the supervisor's file.

D. Materials retained by the supervisor and/or in an employee's file that are unnecessary for record keeping will be removed and destroyed as determined by the supervisor according to state retention laws.

Section 4.7.4 Contents of Personnel and Supervisor's Files, Documents and Materials:

A. Letters of Direction may be removed provided that no reprimand has subsequently been issued to the employee for conduct addressed in the directive(s) in the Letter of Direction.

B. Verbal reprimands documented in writing and written reprimands will be removed at the employee's request from the file identified in Section 4.5.3.B, above after two (2) years provided no further reprimands have been issued during the two (2) year period and will be retained only if retention is required by law.

C. Grievance files, if any, shall be maintained separately from the Personnel and Supervisor's file in a secure location in Human Resources.

Section 4.8 Safety Notification and Training

Section 4.8.1 School nurses will be provided information regarding students in their schools who have behavior intervention plans and emergency response plans as part of their IEPs. School staff or administration will share student safety plans on a need-to-know basis with the school nurse.

Section 4.8.2 The district will offer de-escalation training once a year and to any new nurse who begins working in the district after the training. New nurses will receive training in how to find IEP-at-a-glance and 504 plans in Skyward.

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 5.1 Use of District Facilities

Duly authorized representatives of the Association shall be permitted to transact Association business on District property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Association representatives may use District facilities for meetings as any other School District Employee Group under District Regulations pertaining to facilities use for non-school activities. Consistent with District Regulations, the Association shall not be charged for the use of facilities unless their use requires services which would result in additional costs for the District.

Section 5.2 Use of District Equipment

The Association shall have the right to use District equipment. The Association will provide materials and supplies or reimburse the District for the use of District materials and supplies.

Section 5.3 Use of District Mail Systems

The Association shall have the right to use intra-District mail service, E-mail, staff mailboxes and other District communication tools to communicate with their members pursuant to the District's acceptable use policy. The District will notify the Association president if the District's acceptable use policy is revised.

Section 5.4 Posting Notices

The Association shall have the right to place an Association bulletin board in the staff lounge(s) in each District worksite. Other District bulletin boards may be used for Association notices with permission from the building administrator or site supervisor. The Association shall have the right to post notices of activities and matters of Association concern at each worksite.

Section 5.5 Appointing Association Members to Committees

The District acknowledges that Association representatives to ~~a~~ relevant District committees or joint ISNA/ISD committees shall be appointed by the Association in a process to be determined by ISNA unless otherwise mutually agreed to.

Section 5.6 Meetings and Association Business

The parties acknowledge that the District and employees derive benefits from the parties' ability to meet and discuss issues of mutual concern, address issues that may arise, engage in proactive problem solving, and conduct other business of the labor/management relationship. Such benefits include, but are not limited to, supporting open communication, stable labor relations and promoting smooth and

effective District operations. The parties also acknowledge the responsibility that the Association has to represent all members of the bargaining unit.

Section 5.6.1 Meetings with Supervisor: A duly authorized representative of the Association and the nurse supervisor may meet monthly to discuss current and emerging concerns. Either representative may invite another representative to such meeting.

Section 5.6.2 Labor and Management Team Meetings: The parties will set a mutually agreed upon calendar of Labor and Management Team (LMT) meetings each school year for the Assistant Superintendent of Human Resources or designee and Association President or designee to meet and discuss issues brought forward by either party. LMT will be a collaborative problem-solving forum. Either party may invite additional participants whose participation will aid in the discussion. In addition to these regular sessions, both parties may request that specific issues be discussed, and the parties will meet or confer as soon as reasonably possible.

Section 5.6.3 – Meetings with District Representatives: Representatives duly authorized by the Association may participate during working hours in negotiations, grievance proceedings, investigations, or other meetings with representatives of the District at times mutually agreed upon by the Association and the District. Such activities shall not result in a loss of pay or benefits.

Section 5.6.4 Job Description Review: The development of job descriptions is the responsibility of the Human Resources Department. When a new job description is written or an existing job description is modified, those job descriptions will be given to the Association President to review. Job descriptions shall be posted on the District website.

Section 5.6.5 Calendar: The school nurse calendar shall be based on the annual student calendar with two (2) additional days to be worked immediately prior to the start of school. The District shall provide the ISNA President copies of the student calendar within fifteen (15) calendar days of its approval by the board. Any additional workdays are subject to bargaining by the District and Association.

Section 5.6.6 District Information: The Administration shall, upon request, furnish to the Association information concerning the financial resources of the District, student enrollment, and any other information in accordance with laws pertaining to the provision of District data to the certified exclusive bargaining representative. If a levy should fail, Association and District representatives will meet to discuss the potential impact of such a failure.

Section 5.6.7 Association Business and Release Time: The Association President or other duly authorized Association representative shall be released from duties without loss of pay or benefits to conduct Association business for a total for the bargaining unit of up to fifty-four (54) hours each school year. The Association will make all reasonable efforts to use an employee's non-work time as much as possible. When release time is needed, ISNA or an Association affiliate will provide advance notice and will reimburse the District at the substitute rate for the actual cost of a substitute employed and paid by the District to cover for the individual.

Reimbursement shall be paid upon receipt of a billing by the District. If there are no substitutes available, the Association and the District agree to discuss options for coverage prior to the leave of absence.

Section 5.7 New Staff and Staff Information

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to employees new to the bargaining unit. The presentation may occur during a District-sponsored new employee meeting or orientation, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meeting. "Reasonable access" for the purposes of this section means: (a) The access to the employee occurs within ninety (90) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

At least one day prior to a District-sponsored new employee meeting or orientation session that a new ISNA bargaining unit employee will be attending, the District shall notify the Association President and designated WEA UniServ Council staff person with the following information for each employee new to the bargaining unit: Name, address, position, hire date, hours per day and/or per week, number of days per year, years of experience recognized and placement on the pay scale, assignment and work site, work phone number and email, personal phone and email if available, and other information deemed necessary by the Association to process bargaining unit member records. As soon as practicable, but no later than one (1) administrative workday before a District orientation session that may be held during the school year, the Association shall be provided this information.

The District shall provide any updates on employee retirements, resignations, changes in hours, days of work and/or placement on the pay scale, or unpaid leaves of absence.

Section 5.8 Right to Join and Support the Association

Section 5.8.1 Legal Protection: Employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The District shall not directly or indirectly discourage or deprive any employee or applicant for employment of any rights conferred by the State of Washington and the United States. Nor shall the District discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievance, complaint, or proceeding under this Agreement or otherwise with respect to terms and conditions of employment.

Section 5.8.2 Membership Deductions:

A. Exclusive Rights: The Association and its affiliates shall have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees for employees who are members of the Association and its affiliates.

B. Payroll deduction shall also be available for those employees belonging to the Washington Education Association – Political Action Committee and/or the NEA - Fund for Children and Public Education. Any deduction for such contributions shall be separately authorized in writing by the employee.

C. Employee deduction forms and authorizations shall remain in effect, unless written revocation is provided to the WEA, signed by the employee, and the Association provides notice to the District.

D. Dues, Assessments and Fee Deduction: Each school year, the Association shall give written notice to the District of the dollar amount of individually authorized local, council, state, and national organization dues, assessments and fees, and any contributions that are to be deducted in the coming school year.

E. The deduction(s) authorized shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September (September 30 warrant) through the pay period in August (August 31 warrant) for each year. Deductions authorized to begin after the September payroll shall be spread equally over the remainder of the pay periods through August. Each month the District will remit all monies so deducted to the Association or its authorized designee. The District will provide to the Association and its designee a list of employees from whom the deductions have been made.

F. The District shall have no obligation to collect any dues or obligations other than those authorized on a monthly basis. The District shall not, for example, be required to collect dues for a former employee who may owe dues to the Association.

G. Hold Harmless: The Association will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District resulting from the District's incorrect implementation of the provisions of Section 5.8.2. The District and the Association agree that each party has and retains the right to seek, choose and use its own counsel to defend such suit, provided that Association counsel will have primary responsibility for the suit and the Association will not be responsible for the fees of District counsel.

ARTICLE 6 - WORKDAY AND WORK YEAR

Section 6.1 Notifications

Section 6.1.1: Notice of Reasonable Assurance: The District will notify employees of reasonable assurance of continued employment for the ensuing school year by June 15th. The notice is not intended to create a contract of employment or to alter existing terms of employment or this Agreement.

Section 6.1.2: Notice of Continued Employment and Assignment: By June 15th, the District will provide each employee notice of the employee's assigned building(s), hours per day/week-and workdays per year, and the employee's placement on the pay schedule or hourly rate of pay.

Section 6.2 Work Year and Workday

The work year for employees shall be one hundred eighty-two (182) days per year. The work week for full-time employees shall be five (5) consecutive workdays, Monday through Friday, thirty-five (35) hours per week and a daily average of seven (7) hours per day.

Each employee who works a continuous seven-hour period must receive two (2) fifteen (15) minute rest breaks of paid time. Paid rest breaks must be included in an employee's schedule of work. Each employee working five (5) continuous hours will receive at least thirty (30) minute duty-free lunch period without pay. Each employee assigned to work a continuous seven-hour period must receive a fifteen (15) minute rest break of paid time for every four (4) hours worked included in the employee's schedule of work.

Section 6.3 Student Life Threatening Emergency Health (504) Plans and Medications

Students with a life-threatening condition as defined in RCW 28A.210.320 must have physician orders and a written health care plan, also referred to as a Life-Threatening Emergency Health Care Plan (EHP), before attending school. School nurses are responsible for regularly monitoring the health status of students on their caseloads, evaluating systems and students' EHPs, and for modifying the EHPs of the students on their assigned caseload. EHPs are exclusively 504 health plans and not IEPs and are marked as critical alert in the District's Skyward system. School nurses shall not be responsible for student 504 plans related solely to students' academic accommodations that do not involve life threatening conditions as defined in RCW 28A.210.320.

In addition to the above, nurses work with families, health care providers and other school staff prior to the start of the school year for proper receiving, verification, documentation and storage of student medications, among other related responsibilities.

Section 6.4 Overtime and Compensatory Time

Section 6.4.1 Overtime: All overtime work shall be authorized by the supervisor prior to the completion of any overtime work. The parties recognize that an emergent situation that cannot be anticipated and that results in the employee working overtime may arise. In such a situation, the employee will work with the supervisor after the fact to document the additional overtime worked. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay for work in excess of 40 hours in a standard work week.

Section 6.4.2 Compensatory Time: Compensatory time is available to employees as time off earned at one and one-half (1 ½) hours for every extra hour worked beyond 40 hours during that work week. Taking compensatory time in lieu of overtime pay is solely at the option of the employee; the employer may not require an employee to take compensatory time. In general, compensatory time must be taken during the pay period in which it was earned. When the compensatory time is taken requires approval of the supervisor. The employee will request comp time through their supervisor, who will approve or deny the request in a timely manner. In the event that comp time cannot be taken in the pay period in which it was earned, the time will be paid as overtime. Time worked in August will be exempt from compensatory time.

Section 6.5 – Coverage for 1:1 Nurses

In order to ensure the continuity of health services and maintain safe, effective staffing in school buildings, the following provisions apply when addressing absences of nurses assigned to 1:1 student care:

1. **Health and Safety Priority** – Coverage for 1:1 nurse absence shall not occur at the core duties of the building nurse.
2. **Substitute Priority** - The District shall make every reasonable effort to secure a substitute nurse or alternative coverage for 1:1 student assignment through the existing substitute system or by reassignment of non-building-based staff, before considering reallocation of building-based nurses.
3. **Building Nurse Protection** - A school nurse assigned to a school building shall not be reassigned to cover for an absent 1:1 nurse unless:
    a. A qualified registered nurse (RN) is concurrently provided to cover the health room and other duties of the building-assigned nurse; and
    b. The temporary reassignment is mutually agreed upon by the nurse and the building administrator, and shall not exceed a single workday without review by the Association.

ARTICLE 7 - HOLIDAYS

Employees shall receive the following paid holidays that fall within their work year:

Day before New Year's Day
New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day (last Monday in May)
Juneteenth
Independence Day*
Labor Day (first Monday in September)*
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day

* If worked the weekday before and the weekday after.

When a holiday falls on a Saturday, the preceding Friday shall be considered the paid holiday day off. When a holiday falls on a Sunday, the following Monday shall be considered the paid holiday day off.

Part-time employees shall receive pro rata holiday pay based on their assigned hours. Employees hired after the first student day shall be eligible for holiday(s) between their start date and last student day of the school year.

Employees shall not be required to work on a paid holiday. Any work that is requested by the supervisor to be performed on a holiday or the day the holiday is recognized (see above) shall be paid at one and one-half (1 and 1/2) times the employee's regular hourly rate of pay for all hours, and portions thereof, worked.

ARTICLE 8 – LEAVES

Section 8.1 Absence for Illness, Injury and Emergency

At the beginning of each contract year, full-time employees will be credited with an advance leave allowance of twelve (12) days, or eight-four (84) hours, with full pay. Less than full-time employees will be allotted the proportionate number of days/hours.

These days/hours are to be used, consistent with the provisions set forth below, for absence caused by illness or injury or for an emergency. Leave for illness, injury and emergency may be taken in half (1/2) day increments. Unused days shall accumulate and be carried forward from year-to-year up to a maximum of one hundred eighty days (180) for purposes of the District's employee attendance program and consistent with RCW 28A.400.210, and up to a maximum of the number of contract work days, but not greater than one year, consistent with RCW 28A.400.300 for purposes of absence for illness, injury or emergency. Employees who have accrued illness, injury or emergency leave benefits while employed by another public school district in the State of Washington shall be given credit for such accrued benefits upon employment with the District.

1. **Leave for Illness and Injury (also referred to as "Sick Leave" or "IIE leave"):** These days are to be used for absence caused by illness or injury of the employee or member of the employee's household, to care for sick children under age 18, spouse, domestic partner, parent(s), parent(s)-in-law, grandparent(s), or adult children with disabilities who have a health condition that requires treatment, supervision, or preventive medical care. Situations not outlined above may be eligible for emergency leave use.

2. **Health Care Provider's Certification:**

    a. When an employee's illness exceeds three (3) consecutive workdays, the District may inquire of the employee's or designee for the purpose of determining FMLA eligibility.

b. The District may request a statement from a health care provider certifying illness when an employee's absence exceeds five (5) workdays or the pattern of absences suggests improper use of sick leave.

c. Pursuant to WAC 296-128-660, if the District requires such verification from an employee and the employee believes obtaining verification would result in an unreasonable burden or expense, the employee may provide a verbal or written explanation to the Assistant Superintendent of Human Resources or designee. The District may require verification within no less than ten (10) calendar days following the first day an employee uses paid sick leave to care for themselves or a family member.

3. **Emergency Leave:** Emergencies will include, but not be limited to, the following:

   a. Illness or injury in the family for situations not outlined above.

   b. Any situation arising from sudden and reasonably unforeseeable events beyond the control of the employee, including weather conditions and natural hazards, which requires the timely attention of the employee.

Section 8.2 Emergency Closure

When an individual school or worksite is closed for an emergency such as inclement weather, earthquake, facilities operations or other reason, employees will not report to the worksite. If an employee is unable to make up work hours at a later date as mutually arranged by the employee and supervisor, the employee may elect to use accrued emergency leave, other appropriate paid leave, or take leave without pay.

If, due to the emergency, an employee is required to work beyond their scheduled work hours, the employee shall be paid at their appropriate rate of pay (that is, the employee's regular rate of pay, or overtime pay or compensatory time, as applicable).

When schools and/or worksites are closed or work schedules are altered due to emergencies, employees shall be notified through the established District or building notification process. When an employee has not received notification of closure or delayed start more than one (1) hour prior to the employee's scheduled start time and the employee reports to work, the District shall pay the employee a minimum of two (2) hours. If the employee is authorized to work more than two (2) hours the employee shall be paid for actual time worked.

Section 8.3 – Personal Leave

Section 8.3.1: Two (2) days of paid personal leave per school year or three (3) paid days of personal leave per school year after five (5) years of employment, prorated for the employee's average daily hours, shall be granted to each employee.

Section 8.3.2: Requests will be submitted to the designated Human Resources Director, and that office will notify the employee if the request is approved or denied within Five (5) school days of receipt of the request. No employee request shall be denied after it has been approved.

Section 8.3.3: The District may limit the number of personal leave days granted if the requested day would extend winter break, mid-winter break, or spring break. The employee shall not be required to give reasons for the leave other than it is "personal"; however, priority will be given to significant obligations in the family as defined in Section 8.4 of this Agreement, including a wedding, graduation, reunion, or once in a lifetime opportunity.

Section 8.3.4: An employee may accumulate up to five (5) personal leave days. Unused days will be carried over from one school year to the next for a maximum of five (5). Unused days in excess of three (3) shall be cashed out upon request at the employee's hourly rate of pay if not used by June 15 of each year, payable by August 31.

Section 8.4 Bereavement Leave:
Bereavement Leave will be granted under the following conditions:

a. Absence owing to death shall be granted with full pay for up to five (5) days for immediate family members and three (3) days for extended family members not to exceed twenty (20) days.
b. Immediate family shall be defined as the employee's spouse or domestic partner, mother, mother substitute, mother-in-law, father, father substitute, father-in-law, daughter, daughter-in-law, son, son-in-law, grandchildren, brother, sister, grandparent, and any relative residing in the employee's household.
c. "Extended family" shall be defined as grandparents, aunts, uncles, nieces and nephews.
d. One (1) day of bereavement leave will be allowed for a close friend. This day may be taken from personal leave or emergency leave.
e. Bereavement leave is not cumulative.

Section 8.5 Leave for Civic Responsibility:

A leave of absence for jury duty and other civic responsibilities will be granted under the following conditions:

a. When the employee is not exempted from jury service, to serve as a witness at hearing or trial, or to exercise similar civic duties as may be required.
b. During such leave, the employee shall be paid their regular pay, less compensation received for the employee's civic services if a substitute is compensated to provide coverage, to reimburse the District for the cost of a substitute, but excluding any transportation allowance or per diem expense.
c. An employee who takes leave for civic responsibility shall provide the Human Resources Department with a copy of the subpoena or notice establishing the need for such leave.

Section 8.6 Family Medical Leave (FML)

1. The purpose of this section is to align with existing state laws for Family and Medical Leave. With the exception of the eight hundred twenty (820) hours threshold for FML eligibility referenced below, nothing in this section creates an entitlement outside of those outlined in law. Employees may qualify for up to twelve (12) work weeks in a twelve (12) month period of job-protected leave for certain family and medical reasons. Employees whose situation qualifies

for FML will be required to substitute accrued illness, injury and emergency leave as part of FML. To be eligible for FML, an employee must be in their first year of employment with the District, or have worked for eight hundred twenty (820) hours over the previous contract year. Leave may be taken for any of the following reasons:

a. For a serious health condition, defined as an illness, injury, impairment of physical or mental condition that involves inpatient care, or continuing treatment by a health care provider, as defined by law;
b. To care for and/or bond with a newborn within the first twelve (12) months of the child's birth; or to care for or bond with an adopted child under the age of eighteen (18) at the time of placement with the staff member and within the first twelve (12) months of the child's placement; or to care for or bond with a newly-placed foster child under the age of eighteen (18) within the first twelve (12) months of the child's placement; To care for a spouse, domestic partner, parent, or child of the staff member, or other family member(s) as defined by FML, who has a serious health condition;
c. If both parents of a newborn or newly-adopted child or newly placed foster child are employed by the school district, they shall be entitled to a combined total of twelve (12) work weeks of FML for bonding time.
d. Eligible employees are entitled to take up to twenty-six (26) work weeks in a twelve (12) month period in certain military and service member-related circumstances.

2. Intermittent Leave**:** Family leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently or on a reduced schedule with the District's approval and must conclude within twelve (12) months after the birth or placement. If the newly born or newly placed child has a serious health condition, the employee has the right to take FML to care for the child intermittently, if medically necessary, and such leave is not subject to the twelve (12) month limitation.

   An employee needing intermittent leave or reduced schedule leave for foreseeable medical treatments must make a reasonable effort to schedule leave so as not to unduly disrupt District operations, subject to the approval of the employee's health care provider.

3. FML Requested in Advance: An employee must request FML in writing to the Executive Director of Human Resources thirty (30) days in advance when the need foreseeable. When the need for leave is foreseeable less than thirty (30) days in advance or is not foreseeable, employees must notify the Executive Director of Human Resources as soon as possible.

4. Pregnancy disability leave (sometimes referred to as, "maternity leave") consistent with Section 8.8 is in addition to FML and is not counted toward FML, if the employee is eligible for FML.

Section 8.7 Washington Paid Family Medical Leave (PFML) The purpose of this section is to align with existing state laws for Washington Paid Family Medical Leave. Nothing in this section creates an entitlement outside of those outlined in law. Employees may qualify for up to twelve (12) to eighteen (18) work weeks of job-protected family and medical leave under the Washington Paid Family and Medical Leave and Insurance Act (PFMLA) for certain family and medical reasons. Family members covered by PFML is broader than under FML. PFML may be used at any time in the twelve (12) calendar

months after the qualifying event. Covered family members and situations under PFML are not identical to those of FML.

PFML is administered by the Washington State Employment Security Department (ESD), not the District. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD. Employees are responsible for filing claims with the ESD, the District is responsible for providing employment verification, and payments will come from ESD.

To be eligible for PFML an employee must have worked for eight hundred twenty (820) hours in Washington over:

- The first four (4) of the last five (5) calendar quarters; or
- The last four (4) calendar quarters immediately before the application for leave.

Where FML also applies, PFML shall be used concurrently with FML.

SEBB will maintain health insurance benefits during periods of approved PFML leave. Unless prohibited by SEBB rules and regulations, the District shall continue to pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium during the leave period.

Section 8.8 Pregnancy Disability Leave ("Maternity Leave") The District will grant employees leave due to a temporary physical disability related to pregnancy, childbirth, pregnancy termination, miscarriage ("pregnancy-related disabilities"; see WAC 162-30-020). Employees may use accrued illness, injury, and emergency leave or other available leave during the period of pregnancy-related disability. Additionally, leave sharing shall be made available pursuant to this Agreement.

Requests for pregnancy disability leave must be submitted to the Human Resources Department and shall include a statement from the employee's attending health care provider. The employee's attending health care provider shall determine the duration of the period of pregnancy-related disability. The request for the health care provider to make such a determination may be made either by the employee or the District.

Upon return from leave, an employee will be assigned to a position comparable to that held at the time the employee's request for the leave of absence was approved.

Section 8.9 Unpaid Holidays or Days for Reason of Faith or Conscience

Up to two (2) unpaid holidays per calendar year for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious organization will be granted under the following conditions:

a. The employee has submitted an *EMPLOYEE LEAVE VERIFICATION: ABSENCE FROM DUTY* form a minimum of two (2) weeks prior to the requested day(s) off, or has provided justification why it was not possible to make the request within that timeframe;
b. The employee provides a sufficient description of the reason for the time off so that the Superintendent or designee can determine whether it involves a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious organization. The time requested need not conform to a specific holiday or event.

c. The employee provides the number of day(s) or half day(s) the employee is requesting off; and
d. the employee's absence would impose an undue hardship on the District or the employee is necessary to maintain public safety.

A written response will be provided to the employee within five (5) business days, whenever feasible, approving or denying the request. If the request is denied, the response will state the reason(s) for the denial.

Undue Hardship: For purposes of this section, "undue hardship" is defined as an action requiring significant difficulty or expense to the District.

In determining whether the employee's absence would result in an undue hardship to the District, the Superintendent or designee shall make a case-by-case determination based on the specific objective facts and consider the following factors:

a. The number, composition and structure of the staff employed by the District or in the requesting employee's program;
b. The financial resources of the District or in the requesting employee's program;
c. The number of employees requesting leave for each day subject to such a request;
d. The financial impact on the District or requesting employee's program resulting from the employee's absence and whether that impact is greater than a *de minimus* cost to the District or the requesting employee's program;
e. Impact on the District, the requesting employee's program or public safety;
f. Type of operations of the District or the requesting employee's program;
g. Geographic location of the employee or geographic separation of the particular program to the operations of the District;
h. Nature of the requesting employee's work;
i. Deprivation of another employee's job preference or other benefit guaranteed by a collective bargaining agreement;
j. Any other impact on District operations or the requesting employee's program due to the employee's absence.

Denial of Leave: The request may be denied for any of the following reasons:

a. The request was not based on a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious organization. The requested time off need not conform to a specific holiday or event.
b. The employee has already exhausted their two (2) unpaid holidays per calendar year;
c. Granting the request would impose an undue hardship, as defined above, on the District.

Unpaid holidays are not cumulative from year to year.

Juneteenth is a Washington state legal holiday on June 19 which an employee may designate as one (1) of the employee's unpaid days under this Section. All provisions of this Section shall apply to such request.

Approval of unpaid holiday(s) does not constitute approval for an employee to take compensated or other types of leave in conjunction with that time. An employee must seek separate approval for compensated and other types of leave consistent with this Agreement.

Section 8.10 Military Leave:

a. A member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from their District staff assignment.
b. Such a leave shall be for a period not exceeding twenty-one (21) calendar days during each year.
c. The employee shall receive their normal District pay, and there shall be no loss of performance rating, privileges, or Illness, Injury, and Emergency leave to which the employee might otherwise be entitled (RCW 38.40.060. See also Uniformed Services Employment and Reemployment Rights Act.)

Section 8.11 Attendance Incentive Program

Eligible employees may convert to cash a part of their excess Illness, Injury and Emergency leave ("sick leave") on an annual basis, and upon eligible separation, including retirement, or death, under the District's attendance incentive program as allowed by law and as set forth below. Conversion of sick leave is subject to the terms and limitations of State law, as now existing or hereafter amended.

Section 8.11.1 Annual Sick Leave Cash Out: In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option either:

1. To receive remuneration for unused sick leave accumulated in the previous year in an amount equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of 60 days for a maximum of twelve (12) days paid out per year; or
2. To add that year's sick leave to the employee's accumulated IIE leave.

All such leave for which the employee receives compensation will be deducted from accumulated sick leave at the rate of four (4) days for every one (1) day's monetary compensation. Forms for the purpose of requesting to cash out leave will be sent to all eligible employees on an annual basis and must be submitted by the employee on or before the deadline provided. Employees shall be compensated annually for accumulated sick leave days pursuant to RCW 28A.400.210, and in accordance with applicable state regulations.

Section 8.11.2 - Sick Leave Cash Out Upon Separation or Death: Eligible employees upon separation from District employment, including eligible employees who retire, may personally, or through their estate in the event of death, elect to convert all eligible, accumulated, unused sick leave up to a maximum of one hundred eighty (180) days to monetary compensation as allowed by law. Such leave is converted at the rate of twenty-five (25) percent of an employee's current daily compensation times the number of hours (up to 180 days) as set forth in RCW 28A.400.210 and Chapter 392-136 WAC.

Employees who retire or separate from service, and who are eligible in accordance with RCW 28A.400.210, shall be compensated for their respective accumulated sick leave in accordance with applicable state regulations.

An employee may accumulate sick leave up to the number of days in the employee's annual contract, but an eligible employee can use a maximum of one hundred eighty (180) days for buy back provisions upon separation or death. The provisions of this section will be administered in accordance with state law and applicable state rules and regulations.

Section 8.11.3 - Sick Leave Conversion – Voluntary Employee Benefits Association ("VEBA"): In lieu of monetary compensation, as provided for in WAC 392-136- 020, employees may elect to have the District make payment on behalf of eligible employees to an organization for postretirement medical benefits when each of the following conditions have been met:

1. The organization is authorized under law to engage in the receipt and management of moneys for postretirement medical benefits; and
2. The organization and the employee have furnished a signed statement holding the District harmless for any loss, liability, or damages that may occur arising from making the payment to the organization for postretirement medical benefits.

Section 8.12 - Childcare Leave

The District will grant employees a childcare leave, for a period not to exceed twelve (12) months, to care for the employee's newborn child, recently adopted child, or child for whom custody has been just acquired. Requests for childcare leave shall be submitted to the Human Resources Department at least thirty (30) days in advance of the beginning date of the leave. This requirement may be waived at the sole discretion of the District. The leave request shall include the beginning and ending dates of the leave. Employees may use some or all of their accrued illness, injury, and emergency leave during the period of Child Care Leave. Additionally, leave sharing shall be made available.

Upon return from leave, an employee will be assigned to a position comparable to that which the employee held at the time of their request for the leave was approved.

Section 8.13 - Leave Sharing

The purpose of the leave sharing program is to permit District employees to donate excess leave for use by an eligible fellow district employee who is experiencing circumstances that may cause the employee to take leave without pay or terminate employment with the District.

A. A District employee is eligible to receive donated leave if:

1. As determined by a licensed health care service provider, the employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment or physical or mental condition that is extraordinary or severe in nature; is a victim of domestic violence, sexual assault or stalking; is assisting in a state of emergency, consistent with Chapter 392-136A WAC; is sick or temporarily disabled because of pregnancy disability; is a spouse of a current member of the uniformed armed services or the employee him or herself is a member of the uniformed services and is attending appointments or treatments for a service-connected injury

or disability and requires assistance while attending appointment or treatment; needs time for parental leave; or has been called to service in the uniformed services;
2. The condition(s) listed above has/have caused or is likely to cause the employee to go on leave without pay or terminate District employment;
3. The employee's absence and the use of shared leave are justified by documentation;
4. The employee has depleted, or will shortly deplete, his/her annual leave and sick leave reserves, except if parental leave or pregnancy causes the need for the shared leave, in which case the employee may retain forty (40) hours of leave and still seek shared leave;
5. The employee has abided by District rules and this Agreement regarding sick leave use; and
6. If the injury or illness is work-related, the employee has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The Superintendent or designee shall determine the amount of shared leave, if any, which an employee may receive. However, an employee shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 days of donated leave during total District employment.

B. District employees may donate leave as follows:

1. An employee who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent or designee transfer a specified amount of sick leave to another employee authorized to receive such leave, or to the District's shared leave pool. An employee may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies;
2. The number of leave days transferred will not exceed the amount authorized by the donating employee; and
3. Any leave donated by an employee which remains unused will be returned to the donor. To the extent administratively feasible, leave transferred by more than one employee will be returned on pro-rata basis.

C. Leave shall be calculated on a day-donated and day-received basis.

Section 8.14 – Leave of Absence without Pay – Short Term

Short Term Leave without pay may be granted under the following circumstances:

a. Personal Reasons: On a day-to-day basis, at the discretion of the Superintendent or designee, absences may be granted without pay for purely personal reasons for purposes not covered in the above provisions not to exceed 3 days annually.
b. Extension of Illness, Injury, and Emergency Leave: The absence(s) shall be granted on this basis for an extended period during a school year if such absence is an extension of Illness, Injury, and Emergency leave or if it occurs in anticipation of Illness, Injury, and Emergency leave.
c. Reinstatement: An employee returning to work from a short term leave without pay shall be reinstated to the position held prior to the start of the leave.

ARTICLE 9 - DISTRICT HEALTH SERVICES STAFFING, ASSIGNMENT, VACANCIES, AND HEALTH SERVICES DELIVERY PLAN

Section 9.1 Supervision and Staffing

Section 9.1.1 Supervision: Nurses are program staff in the District's Health Services program and are supervised by, evaluated by, and report to the Director of Health Services.

Section 9.1.2 Staffing: All schools shall receive a minimum of ten (10) hours of classified Registered Nurse or ESA (certificated) nursing services each week. Additional hours will be assigned from nurses in Health Services to a school based on need (including but not limited to number of students and complexity of student needs) by the supervisor.

Section 9.1.3 Reorganization: The District will provide no fewer than thirty (30) calendar days' notice to the Association prior to implementation of a reorganization affecting bargaining unit members or positions.

Section 9.2 Resignation

An employee resigning from District employment shall submit a fifteen (15) calendar day written notice of resignation to the Human Resources office, absent other mutually agreed upon timeframe, stating the employee's last date of work.

Section 9.3 Assignment, Reassignment:

Section 9.3.1 Definitions The terms below shall be defined as follows:

a. A "reassignment" means a change from the employee's current building or buildings to another building or buildings within the same job classification.

b. "Job classifications" are (1) Licensed Practical Nurse; and Registered Nurse, provided that Registered Nurse shall be further subdivided into two (2) categories, Building Nurse and Float Nurse

c. "Vacant position" and "Opening" mean a new or unfilled position after the Director of Health Services has made staffing assignments.

Section 9.3.2 Assignment Considerations: The District shall, in making assignments, consider the qualifications, interests and aspirations of employees, as well as the needs and best interests of the District. The way to achieve this is to facilitate input and communication at several steps in the assignment process between supervisor and employees.

The Director of Health Services will work with District nurses in the Spring to determine staff assignments based on need, with the supervisor taking into consideration number of cases and the complexity of cases each employee would have, with the supervisor having final approval.

Section 9.3.3 Employee Request for Reassignment: Before May 31 of each year, employees may request a change of assignment for the ensuing school year. The request must be made to the Director of Health Services. Such requests shall be considered for one school year. No new

employee shall be assigned until all current employees' assignment requests have been considered. An employee who is not granted the requested reassignment will, upon request, be given the reason(s) the request was denied.

Section 9.3.4 Assignment and District-Initiated Reassignment

a. All reasonable efforts will be made to assign a nurse to no more than one (1) school. This does not preclude a nurse requesting and being assigned a second school.
b. If an employee is reassigned through District-initiated reassignment, the District will arrange for moving assistance to the new school, upon request.
c. Any nurse assigned to more than one (1) school through a request for reassignment or through a district-initiated reassignment, and any nurse assigned to one or more new schools through a district-initiated reassignment shall be provided up to ten (10) hours of additional paid time per school to become familiar with student health care plans, medications, student medical needs, HRS staffing and training, among other responsibilities at the new school. An employee who is reassigned will, upon request, be given the reason(s) for the district-initiated reassignment.
d. If the supervisor determines that a reassignment must occur after the first student day, such as changing a nurse's assigned building and/or adding another school to a nurse's assignment, prior to making such a change, the supervisor will seek volunteers. If coverage cannot be coordinated in this manner, the supervisor will discuss the situation with the employee who will be the subject of the district-initiated reassignment and explain the reason(s) for the reassignment
e. The Director of Health Services will inform nurses of their assignments for the ensuing school year no later than June 15.
f. Float Nurses: Sections 9.3.4a. through 9.3.4e do not apply to the Float Nurse position. Float Nurses will be assigned to provide support. To enhance the support Float Nurses can provide, they will be given access to Skyward, EHR and other District student data systems.
g. In the interest of student health and safety and in acknowledgement of the complexity of student medical needs, a nurse may request training specific to the health needs, including equipment, of one or more of the students for whom they are responsible. If feasible, training will be provided no later than the employee's first work day in the building or with the student in question. Primary responsibility for providing such training shall be with the Director of Health Services or designee. In the interest of student health and safety and in acknowledgement of the complexity of student medical needs, nurses including float nurses, will not be placed in an assignment for which they do not have adequate training.

Section 9.4 - Vacancies

Section 9.4.1 – ISNA Vacancies: The supervisor will inform bargaining unit employees of all new or open ISNA Registered Nurse positions by email to their District email accounts. Employees will be provided no less than two (2) work days to indicate interest in the vacancy to the supervisor. A bargaining unit employee who indicates interest will be hired to the position if the employee has been rated Meets or Exceeds Standards in the prior school year's annual performance evaluation. If more than one (1) bargaining unit employee is interested in the same

vacancy, the candidate with the greatest seniority as defined in Article 16 of this Agreement will be granted the position if the employees' experience and skills are similar. If a bargaining unit employee is hired for the vacancy every effort will be made to transfer them as soon as possible. If a bargaining unit employee is hired for the vacancy, the position left vacant in this process will be posted consistent with this Section. If a vacancy is not filled internally, it will be posted externally on the District website and other employment forums utilized by the District.

Section 9.4.2 – ESA Nurse Vacancies: A new or open Education Support Association (ESA) nurse position will be announced internally to ISNA bargaining unit employees by email to their District email accounts and will be open to internal candidates for at least two (2) calendar days. A bargaining unit member holding an Education Support Association (ESA) nurse certificate who applies for the ESA position will be hired to the position if the employee has been rated Meets or Exceeds Standars in the prior school year's annual performance evaluation. If more than one (1) bargaining unit member holding an ESA applies for the same ESA position, the candidate with the greatest seniority as defined in Article 16 of this Agreement will be granted the position if qualifications, experience, skills, and evaluations are substantially similar. If an internal ISNA candidate is hired for the ESA position, the ISNA bargaining unit position left vacant in this process will be posted consistent with this Section. If an ESA nurse vacancy is not filled internally, it will be posted externally on the District website and other employment forums utilized by the District.

Section 9.4.3 – Nurse Vacancies for BASC Program during the School Year:

Nurse vacancies for the District's Before and After School Care Program during the school year will be posted internally for five (5) work days and posted externally if a vacancy remains unfilled. Vacancies will be filled based on the qualifications, experience, skills and ability of the applicants for the position.

Section 9.4.4 – Nurse Vacancies for Summer Programs: Nurse vacancies for the District's summer school program and/or Before and After School Care Summer Program will be posted internally for five (5) work days and posted externally if a vacancy remains unfilled. Vacancies will be filled based on the qualifications, experience, skills and ability of the applicants for the position.

Section 9.4.5 – Building Nurse Vacancy/Extended Absence

In the event of an extended absence or vacancy and there is not a substitute or the float nurse available to cover the position, the open position shall be made available to all building nurses given that it does not conflict with their regularly scheduled hours in their assigned building. The Director of Health Services will email all building nurses and seek volunteers. If a bargaining unit member agrees to cover the vacancy, they shall receive an additional $15 per hour. If more than one bargaining unit member volunteers to fill the vacancy, the bargaining unit member with the most seniority shall be granted the additional hours. The selected nurse will continue to work in the vacancy until a nurse has been hired to fill the vacancy.

Section 9.5 Affirmative Action and Commitment to Equity:

9.5.1 Commitment: The parties share an interest in promoting hiring practices to attract a highly-skilled and diverse workforce, and promoting a workplace environment and culture that support retaining a highly-skilled and diverse workforce. In addition, the District is committed to an affirmative action plan to ensure equal employment opportunities for all employees without regard to sex, race, creed, religion, age, national origin, color, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities, or political preference, The employment and educational program are complementary parts of the primary goal of providing students with the best educational experience possible. A safe and healthy learning environment for students is a critical foundation for students' success.

9.5.2 Removal of Barriers: The District is committed to taking steps to ensure the removal of any and all barriers to equal employment opportunities within the District, including in its Regulations and procedures. Major efforts will be aimed at the procedures for recruitment, hiring, training, assignment, retention, and promotion to ensure that these are inclusive of all protected groups. This work will align with the District's affirmative action plan.

9.5.3 Goals: The affirmative action plan is designed to assist the attainment of the basic goal of the best educational experience possible for students, achieved through the employment and placement of qualified individuals representing a diverse workforce at all levels of District operation. The affirmative action plan is designed to promote outreach, recruitment, training and educational efforts intended to expand the pool of qualified applicants consistent with the District's standards of excellence. This expansion will include efforts to encourage and inform members of protected groups of employment opportunities.

Section 9.6 Health Room Coverage and Health Services Delivery Plan:

The supervisor will facilitate health room coverage and health services delivery for the District. The district will prioritize float nursing coverage when nurses are not at work. If a float nurse is not available, the Director of Health Services will prioritize finding a nurse substitute to cover hands-on student care. The building nurse will have a sub binder in the health room of their assigned school as a resource for other staff at the school**.**

Trained HRSs are key to the District health services model. Registered nurses have the authority to make independent professional decisions regarding delegation of nursing tasks. RNs train and delegate health care responsibilities to the HRSs and educational office personnel. Consistent with 246-840 WAC, nursing delegation is defined as transferring a nursing task to another individual who would not normally be allowed to perform the task.

Section 9.7 Telehealth and Third-Party Vendor Limitations

a. Prior to the adoption of any third-party telehealth vendor or service (e.g., Hazel Health), the District shall:
    1. Provide written notice to the Association at least forty-five (45) work days in advance;

2. Engage in a collaborative labor-management meeting to evaluate the potential impact on bargaining unit work.

ARTICLE 10 – PERFORMANCE EVALUATION

Section 10.1 Purpose:

The purpose of the evaluation is to provide the employee with feedback regarding work performance as related to the duties and responsibilities of the position. The evaluation also provides an opportunity to formally recognize outstanding achievement, areas for growth and areas where the employee must improve in order to be successful in the position. The evaluator and the employee may also note specific goals and ways of achieving those goals.

Section 10.2 Process:

The Director of Health Services shall be responsible for the performance evaluation of employees and is referenced herein as the "evaluator." When the employee is first hired or before September 30 of each year, the employee's immediate supervisor will meet with the employee to review job responsibilities within the job description. Employees within the bargaining unit shall be formally observed and evaluated at least once annually prior to June 30 of each year.

All employees will be evaluated at least once each school year.

The evaluation process is intended to be a collaborative and ongoing conversation between the employee and the evaluator.

The evaluator and employee shall both sign copies of the evaluation (Appendix B). Signature indicates the employee has read and discussed the evaluation; however it does not necessarily constitute agreement with the contents of the evaluation

Section 10.3 Unsatisfactory Performance:

If an employee's observed performance is deemed unsatisfactory at any time, the evaluator shall arrange a conference with the employee to discuss the performance concerns and address the areas of performance where the employee needs to improve. Upon request, the employee shall be entitled to have an Association representative at the conference.

The evaluator shall provide the employee a written Performance Improvement Plan with the areas of unsatisfactory performance identified, the performance targets consistent with the employee's job description and criteria in the performance rubric that the employee must meet, a stated timeframe sufficient to allow the employee to address the area(s) of unsatisfactory performance and supports that will be provided by the District. The evaluator will meet periodically with the employee, but at least twice a month, and provide the employee with written and oral feedback on the employee's performance during the improvement plan.

At the conclusion of the Performance Improvement Plan, if the employee does not successfully meet the expectations established in the Plan, the employee may be subject to termination. The employee may not

be terminated unless the employee has been provided a Plan, the meetings and feedback as described in this Section. At the conclusion of the Performance Improvement Plan, the evaluator will communicate, in writing, the outcome of the Plan and any subsequent action the evaluator may deem appropriate.

Section 10.4 Initial Probationary Period:

An employee newly hired to a bargaining unit position shall complete a ninety (90) workday probationary period upon reporting for duty and probationary period shall be extended one (1) day for each day the employee is absent for an excused absence. Probationary employees shall receive copies of their job description upon employment with the District, shall meet with the Director of Health Services at least twice during the first ninety (90) calendar days of their employment and receive timely feedback. Any concerns regarding the employee's performance will be shared with the employee by the supervisor at the time they are identified. If the employee is terminated during or at the end of the probationary period, they will be provided an in-person conference where the reasons for their termination will be shared. Termination for performance reasons, except for alleged procedural errors, shall not be subject to the grievance procedure.

Section 10.5 Evaluation Rebuttal:

An employee may submit a rebuttal to an evaluation which has a potentially adverse effect on his/her employment status.

Within fourteen (14) calendar days of receipt of an evaluation, the employee either directly or with the assistance of the Union, will commit such rebuttal to writing, sign it, and present it to the supervisor. The written statement should include the nature of the rebuttal. The District and the Union may mutually agree in writing to extend the limits at any one of the steps described herein.

Section 10.6 Violation of Evaluation Process:

Alleged violations of the evaluation process shall be subject to the provisions of the grievance procedure. The opinion of the evaluator is not subject to the grievance procedure.

ARTICLE 11 - PROFESSIONAL DEVELOPMENT AND NEW EMPLOYEE ORIENTATION AND SUPPORT PROGRAM

Section 11.1 Training and Professional Development:

In recognition of the importance of professional development for the nursing staff, the District will provide the following. Nothing herein limits the amount of professional development the District may offer employees.

Section 11.1.1 Professional Learning for Clock Hours: Each nurse will be offered up to twenty-four (24) hours of professional learning opportunities at Health Services staff meetings each school year. Clock hours will be offered to those in attendance.

Section 11.1.2 Required CPR Training: The District will provide Basic Life Support (Basic Life Support), or equivalent, CPR courses to all employees to allow employees to meet their CPR certification requirements.

Section 11.1.3: Each year by October 1, the Director of Health Services will inform employees of the professional conferences and other professional development opportunities to enhance job knowledge that are offered by third parties. As other opportunities become known, the supervisor will share the information with employees. Employees will be encouraged to share information about opportunities of which they are aware with the supervisor. The cost for attending, including but not limited to registration, tuition, mileage, meals (in accordance with IRS guidelines) will be paid by the District. Attendance is not guaranteed for all employees every school year, but the opportunity to attend will be offered and rotated equitably among employees each year. Total funds allocated for this purpose each school year will be ten thousand dollars ($10,000) annually. Examples of conferences and workshops to be offered include but are not limited to, School Nurses Of Washington (SNOW), Seattle Children's Conference (winter or spring), drug prevention and drug awareness workshops.

Section 11.2 Licensure Requirements:

In recognition of the requirement that employees maintain their RN license, the District shall reimburse each employee for the actual cost of their license renewal fees upon submission of proof of payment.

11.3 New Employees and District Support for Successful Service as a School Nurse:

11.3.1 Training to Meet the Needs of Assigned Students and School(s): Prior to a new employee's first day working in their assigned building(s), the District shall provide the employee information on the known health needs of students for whom the employee will be responsible, and training on systems necessary to perform the essential job functions of the position. The District shall provide training, as requested, specific to the health needs of students for whom the employee is responsible. Given the nature of the Float Nurse position, training for Float Nurses will also be tailored to the schools they are expected to float to throughout the school year. Primary responsibility for providing such training is with the Director of Health Services or management designee.

Section 11.3.2 Assignments for New Employees: Except for new Float Nurses, the District will assign a new employee to no more than one (1) school in the first two (2) school years working in the District. The number of students and complexity of student needs in the building(s) are factors in all Nurses assignments and will be given additional consideration in assignments for new employees in their first two years.

11.3.3 District Orientation: The District shall provide each new employee a minimum of ninety (90) minutes of orientation. Orientation will occur prior to the employee's first day working at their assigned building(s). Topics will include but not be limited to:

- Job description and job expectations;
- School calendar;
- Assigned school;
- Evaluator, duration and an overview of the performance evaluation system, rubric, and initial probationary period;

- District emergency procedures;
- New union member packet (provided to the District by ISNA);
- Where to locate the electronic version of this Agreement on the District's website

11.3.4 Building Orientation: The District shall provide each new employee orientation to their assigned school or schools. Building orientation will occur by the employee's first day working at their assigned building. The principal or designee will provide the orientation. The orientation shall include but not be limited to:

- Building administrative staff and building staff;
- Tour of building, facilities, school grounds,
- Employee's office and storage area for personal items;
- Access to computers, email, mailboxes, phones, and other job-related equipment;
- Logistical information for the employee's work time, particularly if assigned to more than one building; and
- Building safety procedures and building emergency plan.

11.3.5 Mentor Support: All new employees may be assigned a mentor, who may be a classified or ESA nurse. The Director of Health Services will ask for volunteers to serve as mentors and will make the mentor matches. The mentor nurse shall be informed that all information gained is confidential and not to be used in an evaluative manner.

Employees who provide mentor support shall receive an annual stipend of one-thousand-five hundred dollars ($1,500).

ARTICLE 12 - PROFESSIONAL MEETINGS

An employee may decline to attend building staff meetings outside of the employee's regular workday. If an employee is required to attend a meeting that begins before or ends after the employee's regular workday, the District shall pay the employee at their hourly rate of pay for such time. Examples of such meetings include, but are not limited to, committee meetings, and IEP meetings. Employees will be provided the option of attending District training/professional development meetings for nurses remotely from their building/worksite with the permission of their supervisor.

ARTICLE 13 - FACILITIES AND WORKPLACE SAFETY

Section 13.1 Facilities:

Section 13.1.1 Appropriate Office or Workspace: All employees will be assigned a private office or workspace that is appropriate to the responsibilities outlined in their job description in their assigned building(s). The office will be clean and ready for use at all regularly scheduled work hours.

Section 13.1.2 Access to Facilities: The building principal or designee will issue keys allowing access to the nurse's office, health room and staff work rooms, faculty lounge, and other locations in building consistent with the employee's position and District emergency or security protocols.

Section 13.2 Equipment:

Section 13.2.1 Computer and Other Equipment: The District shall provide all employees equipment necessary to their positions, including but not limited to computer(s) that meet District standards. The District will ensure that computers are regularly updated and able to run all required software.

Section 13.2.2 - Cell Phones: Employees shall not be required to use their personal cell phones for District business. The District shall provide employees with a cell phone for those District assignments as determined by the Director of Health Services. The District shall assist the employee to ensure the phone is properly set up to conduct District business using standard District practices regarding technical support.

Section 13.3 Safe Workplace:

All employees have the right to a safe and healthy workplace. The District is committed to providing a safe and healthy work environment for staff, free of workplace violence and other potential hazards to the personal safety of employees. On District property or at school-sanctioned activities, the District prohibits the threat of injury, possession or use of weapons, explosives, firecrackers or other items capable of being used for personal intimidation or for producing bodily harm and/or destruction of property. Prohibited weapons and other dangerous devices include, but are not limited to, any weapon listed as a deadly weapon in RCW 9A.04.110, RCW 9.41.250 and 280, local ordinances or District Regulations.

Section 13.4 Worksite Safety Committees:

The District is committed to complying with state rules pertaining to worksite safety committees and safety meetings. Consistent with WAC 296-800-130, the number of employee-elected members on each worksite safety committee will equal or exceed the number of employer-selected members, and consistent with WAC 296-800-13020, employees selected by ISNA qualify as employee elected. The ISNA President will submit names of the ISNA members who will serve as ISNA-selected committee members on their worksite safety committee to the designated Human Resources Director each year by a mutually agreed on date.

Section 13.5 Indoor Environmental Quality:

The District will make information available to employees on the role of the Districtwide Indoor Environmental Quality (IEQ) Committee; how employees can submit an IEQ Concerns Form related, but not limited to ventilation, dust, pesticides, herbicides, toxic solvents, water intrusion, mold and mildew; and the District process for investigating and handling of concerns through the Indoor Environmental Quality Management Plan.

ARTICLE 14 - INSURANCE

Section 14.1 SEBB Health Insurance and Other SEBB Insurance Plans and Programs:

Section 14.1.1:
Employee health insurance benefits and other SEBB insurance plans and programs are governed by the School Employees Benefits Board (SEBB).

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the SEBB eligibility requirements outlined in this Section. The term "employee" and employees" includes substitute employees who meet SEBB eligibility, or other applicable eligibility, rules.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Section 14.1.2: Benefits offered by the SEBB through the District will include but not be limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Section 14.1.3: Employees will have the option of participating in the following optional programs and plans as may be offered by SEBB, currently including:

- Medical Flexible Spending Arrangement (FSA);
- Dependent Care Assistance Program (DCAP);
- Health Savings Account (HSA) when the employee selects a qualifying High Deductible Health Plan (HDHP) medical insurance plan; and/or
- Supplemental Life, AD&D, Short-term disability, and/or Long-term disability insurance.

When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

If applicable state rules or laws allow changes to be made at the local level in insurance plan or program offerings for employees either party can reopen this Agreement for negotiation over possible changes, to the extent permitted by law.

Section 14.1.4 Eligibility:

A. All eligibility requirements are determined by the SEBB. In the event that eligibility requirements change, the parties will follow the updated guidance. All employees shall be eligible for insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. "School year" is defined as September 1 through August 31.

B. An employee is presumed eligible at the start of the school year if they:
   - Worked at least six hundred thirty (630) hours in each of previous two (2) school years; and
   - Are returning to the same type of position or combination of positions for the District.

   To rebut this presumption, the District must notify the employee, in writing, of the specific reasons why the employee is not anticipated to work at least six hundred thirty (630) hours in the current school year and how to appeal the eligibility determination.

C. Employees who are hired in a school year after September 1 but are anticipated to work 630 hours or more in the school year shall be offered benefits coverage consistent with SEBB rules and/or WAC provisions regarding "mid-year hires".

D. All hours worked by an individual as an employee of the Issaquah School District shall be included in the calculation of hours for determining eligibility. An employee of the Issaquah School District may establish eligibility by "stacking" hours from multiple positions in the Issaquah School District. An employee may not establish eligibility by "stacking" hours from multiple school districts or other SEBB employer.

E. In the absence of applicable SEBB Resolution or WAC, eligibility of employees on unpaid leave status will be reviewed by the parties on a case-by-case basis. Such review shall occur reasonably in advance of any action by the District to terminate the affected employee(s) benefits.

F. If the District determines an employee is not eligible or is no longer eligible for the employer contribution for SEBB benefits, the District will notify the employee in writing of the specific reasons, how to appeal the District's eligibility determination, and the timeframe for the appeal. Notification will be provided to the employee provided by means other than to an employee's District email account if an employee is a substitute or is on leave of absence.

Section 14.1.5 Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours or more in a school year, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

Section 14.1.6 Continuity of Coverage: When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an

employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

Section 14.1.7 Dependent Coverage: Employees have the opportunity to have their dependents covered by the SEBB. Dependents are defined by the SEBB as: legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Section 14.1.8 Declining Coverage: With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

Section 14.1.9 Benefit Termination/End: Any employee terminating employment shall be entitled to continue receiving the District insurance contribution through the last day of the month in which the employee's resignation is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31. Any exception shall be determined on a case-by-case basis, for example, in cases where the employee retires or resigns at the end of the school year.

An employee who is no longer eligible for the employer contribution toward SEBB benefits due to an event as stated in WAC 182-31-100, or after having exhausted leave available to them under FMLA or Washington State's Paid FML, may self-pay the premium and applicable premium surcharge set by the Health Care Authority. In such cases, if the employee's monthly premium remains unpaid for sixty (60) days from the original due date, the employee's SEBB coverage will be terminated consistent with WAC 182-31-100.

Section 14.1.10 Legislative Changes: If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this Agreement for negotiation over the changes to the extent permitted by law.

Section 14.1.11 Interpretation and Appeals: The provisions in this Section 14.1 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with SEBB rules, regulations and policies, some of which may change over time.

Any SEBB decisions made by the District that an employee seeks to challenge shall be appealed by submitting a written request for administrative review in accordance with applicable WAC rather than the grievance procedure in Article 18 of this Agreement.

Section 14.2 Employee Assistance Program:
The District will pay for and offer an Employee Assistance Program to all employees.

Section 14.3 Industrial Insurance:
The District shall pay the employer portion of State Industrial insurance premiums.

ARTICLE 15 - COMPENSATION

Section 15.1 Pay Schedule:

All employees covered by this Agreement will be compensated in accordance with the Pay Schedule as set forth in Appendix A. For the 2025-26 school year, the wage rates shall be reflected on Appendix A. For the 2026 – 2027 school year the Appendix A shall be increased by the IPD. For the 2027-28 school year Appendix A shall be increased by IPD.

Section 15.2 Placement and Advancement on the Pay Schedule:

Full credit for experience placement and advancement on the pay schedule will be based as follows:

15.2.1 Increments (Advancement on the Pay Schedule): Employees shall receive increment steps based on their experience as an employee of the District. Such increments shall take effect with each new school year. Employees with less than one (1) year of experience as a District employee shall receive an increment if their start date was prior to March 1 of the prior school year.

15.2.2 Nursing Experience in Other School Districts: Full credit shall be given for nursing experience in other school districts, whether in or out of the state of Washington, provided the experience is of such a nature that it would have been recognized had it been gained in the Issaquah School District.

a. The Human Resources Department will provide the appropriate verification of experience form to employees seeking credit for out–of-District experience.

b. For experience to be considered on the pay schedule for that year, the employee is responsible for providing verification of experience to the Human Resources Department by September 30.

Section 15.2.3 Professional Non-Education Experience: The District will recognize non-education, verifiable professional experience for placement on the pay schedule.

a. Experience credit for experience working with age or developmentally equivalent students, years will be credited as one to one.

b. All other experience credit will be credited on the basis of two (2) years of this alternative experience being equal to one (1) year on the pay schedule.

Qualifying alternative experience must have:

- occurred after the employee completed the professional training required for the licensed position for which they have been hired.

- included job duties and responsibilities similar to those found in the bargaining unit position for which the employee has been hired.

Section 15.4 National School Nurse Certificate:

To encourage professional growth and recognize the benefits accruing to the employer when employees pursue further knowledge and educational opportunities, the following will be paid in addition to the negotiated compensation rates set forth in the Pay Schedule (Appendix A):

MS Degree, in Nursing or related medical field
Certificated Diabetes Care and Education Specialist
ESA Certificate
National School Nurse Certificate

Employees who hold a Master's degree in a nursing or education-related field shall receive an annual stipend of one-thousand dollars ($1,000) paid in 10 month installments. Employees who hold a Certificated Diabetes Care and Education Specialist shall receive an annual stipend of eight-hundred dollars ($800) paid in 10 month installments Employees who hold an ESA Certification shall receive a one-time stipend of five-hundred dollars ($500). Employees who hold a current National School Nurse Certificate shall receive an annual stipend of eight-hundred dollars ($800). Employees shall submit evidence of degrees, coursework and/or certificates to the designated Human Resources official. Payment shall begin with the paycheck following verification of the degrees, coursework and/or certificates by Human Resources.

Section 15.5 Field Trips and Camp:

A nurse who works at an overnight/weekend field trip or camp for students will be paid overtime in accordance with Section 6.4.1 for all time they are traveling to and from the camp location and for all the time they are at the camp.

Section 15.6 Healthcare Professional Liability Insurance The District shall reimburse each employee up to $125.00 for the cost of their Healthcare Professional Liability Insurance policy fees upon submission of proof of payment.

Section 15.7 Weekend Overtime

Employees shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all time worked on the employee's 6th and 7th day of work within a given workweek, provided that the employee has worked at least twenty-five (25) hours in the work week.

Section 15.8 Mileage

Employees utilizing their private automobile on approved District business shall be compensated at the United States Internal Revenue Service cents per mile rate in effect for purposes of United States Income Tax deductions for use of a privately-owned automobile for business purposes. All employees

who, by the nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the above rate.

Section 15.9 – Extended Hours/August Hours

Extended hours shall be paid at the employee's hourly rate. The District will provide up to twenty-five (25) hours for building nurses working in Elementary Schools. The District will provide up to thirty-eight (38) hours for building nurses working in Middle Schools. The District will provide up to fifty-five (55) for building nurses working in High Schools. Building nurses will timecard at their hourly rate of pay.

One-on-one nurses shall be provided up to ten (10) hours in order to prepare for their student to safely attend school. One-on- One nurses will timecard at their hourly rate of pay.

If additional hours are needed to ensure students can safely start school, employees may request more time from the Director of Health Services and said time will be considered. Any reasonable requests shall not be unreasonably denied. Additional time shall be paid at the employee's hourly rate.

In the event of an emergency if a building nurse or one-on-one nurse is unable to prepare health care plans in August or prior to students starting school, all nurse(s) will be provided the opportunity to cover for the building nurse or one-on-one nurse and shall receive the hours and per diem pay as described above.

ARTICLE 16 - SENIORITY

Section 16.1 Definitions:

a. Seniority shall be defined as a bargaining unit employee's length of continuous service in the Issaquah School District within the bargaining unit, calculated from the employee's first workday (also referred to herein as the employee's "start date") within the bargaining unit, unless such seniority is lost as provided in Section 16.3, below.

b. "Job classifications" are (1) Licensed Practical Nurse; and (2) Registered Nurse, provided that Registered Nurse shall be further subdivided into Registered Nurse employed as a Building Nurse and Float Nurse.

Section 16.2 Tie Breakers:

In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by the hire date. If a tie persists, seniority will be determined by application date.

Section 16.3 Seniority Rights:

The seniority rights of an employee shall be lost for the following reasons: (a) Discharge for performance reasons or just cause; (b) Retirement; and/or (c) Resignation**.**

Seniority rights shall not be lost for the following reasons: (a) Time lost by reason of industrial accident, industrial illness; (b) Time on leave for civic duty; (c) Time on leave of absence for serving in the Armed Forces of the United States; (d) Time spent on other authorized leave of absence, however in such case

seniority shall not accrue during the time on leave of absence; and (e) Time in Recall status consistent with Article 17, however seniority shall not accrue during the time in Recall status.

Section 16.4 Seniority Lists and Verification: Each year, on or before the first day of October, the District shall provide the Association President with the Seniority List for the bargaining unit, to include: Name, job classification and hire date. Such list shall be updated twice each year (October 1st and March 1st). The seniority list shall be posted on the District's Staff Hub, with notification on or before October 1st to employees of its posting. The seniority list shall be supplemented and revised monthly as changes occur. Employees will be asked to provide changes or corrections to the designated Human Resources Director.

ARTICLE 17 - REDUCTION IN THE HEALTH SERVICES WORK FORCE

Section 17.1 Responsibilities and Definitions

Section 17.1.1 Responsibilities and Interests: The District has the responsibility to establish and maintain the educational programs, services and staff necessary to deliver the District's educational goals and programs, consistent with legal mandates and with the financial resources available. Quality education for students and fair and just treatment of staff members shall always be the prime considerations.

The District and the Association have a shared interest in transparency and clear communications with employees regarding impacts of reduced staffing on health services for students, and on employees themselves. Therefore, the parties agree to have ongoing conversations about staffing, any potential program changes and/or layoffs during the budgeting cycle and school year.

Section 17.1.2 Definitions:

Employee refers to any employee in the ISNA bargaining unit who is actively employed by the District, on leave status, or in the recall pool as a result of implementation of this Article.

Layoff means a reduction in the number of employees and/or employee hours in the District for economic reasons and does not refer to decisions to terminate or non-renew employment for performance or disciplinary reasons. Reduction in force, as used herein, is synonymous with "layoff."

Recall means notifying an employee in the recall pool, in the manner set forth in this Article, that a position is available.

Section 17.2 General Provisions of Layoff and Recall

Section 17.2.1: Economic reasons necessitating layoff include the following: Enrollment decline, failure of a special levy, or other events resulting in a reduction in general funds available.

Termination or reduction of funding of categorical projects.

Section 17.2.2: Layoff shall occur by inverse order of seniority within job classification.

Section 17.2.3: Every effort will be made to allow a reduction in force to occur by attrition through retirements, and resignations, by accepting requests for leaves of absence, and discontinuing outside agency contracts.

Section 17.2.4: If the District anticipates a reduction in force, the District will notify the Association President forty-five (45) days prior to such anticipated layoff. One or more District representatives will meet with designated ISNA representative(s) within two (2) weeks of the notification to explain the reasons for the anticipated layoff, the positions to be eliminated, positions to be reduced in hours, the open positions, the positions and hours to be offered to affected employees in order of seniority, and the impact of the reductions and implementation of these provisions. The parties will inform bargaining unit employees that they may choose to apply for leaves without pay, to further reduce the impact of the anticipated reduction in force.

Section 17.2.5: If the District decides that a reduction in force is necessary, it shall determine the number of positions and hours to be reduced. As soon as possible after the District has decided a reduction in force is necessary, the District will update the Association on the positions to be eliminated, the positions to be reduced in hours, the open positions, and the positions and hours to be offered to affected employees in order of seniority, and provide the Association with the names of all employees to be laid off.

Section 17.3 Notification of Reduction in Force

Section 17.3.1: Employees laid off under the provisions of this Article shall be notified by the District in writing no later than 30 days prior.

Section 17.3.2: The District will provide information to employees who have received a layoff notice about unemployment compensation and how to access information about continuing group health insurance coverage in which they are enrolled.

Section 17.3.3: An employee who is laid off will be paid for any unused, accrued personal leave.

Section 17.4 Layoff

Section 17.4.1: The layoff list becomes the ISNA Recall List and employees on the Recall List shall be in the Recall Pool (also referred to as being “in layoff status”) for twenty-four (24) months from the date of the employee’s layoff notice.

Section 17.4.2: It shall be the responsibility of each employee on the Recall List to notify the District’s designated contact person in the Human Resources Department of their contact

information, specifically, U.S. Mailing address, personal email address, and personal phone number. The employee's contact information as it appears on the District's records, and as so updated by the employee, shall be conclusive when used in connection with layoffs, recalls or other related notice to the employee.

Section 17.5 Recall

Section 17.5.1: Employees in the recall pool shall be notified of an existing vacancy in reverse order of layoff. The District shall give notice of recall from layoff by sending an email communication to the employee at the employee's personal email address and by phone.

Section 17.5.2: Failure to accept the position offered within 48 hours of contact with District, excluding weekends and holidays on the District calendar, shall forfeit the employee's recall rights.

Section 17.5.3: The employee's bargaining unit seniority and any accrued sick leave prior to layoff shall be restored upon recall.

Section 17.5.4: No individual shall be hired from outside the District until all employees on the ISNA Recall List have been rehired or were offered and have declined a position consistent with the recall process in this Article.

ARTICLE 18 - GRIEVANCE

Section 18.1 - Purpose

Means for the Resolution of Employee Complaints: The grievance policy is designed to provide all employees with prompt, fair, and reasonable means for the resolution of employee complaints. The grievance policy provides a day-to-day test of the adequacy of performance called for in implementing the school district's policies, rules, and regulations and the provisions of this Agreement. Proper application and use of such a policy can enhance a professional environment that promotes cooperation, collaboration, initiative, and problem solving.

Section 18.2 – Definitions

A. The term grievance shall mean a written complaint by one (1) or more employees, or the Association that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

B. Grievant shall mean an individual employee or group of employees represented by the Association, or the Association, filing a grievance as defined above.

C. Day shall mean a calendar day.

Section 18.3. General Conditions

18.3.1 Association May Submit to Superintendent: In the judgment of the Association, if a grievance involves a group of employees (that is, more than one employee) or the Association,

or involves one or more building administrators, one or more supervisors, or an administrator above the building level, the Association may initiate and submit such grievance in writing to the Superintendent directly, or designee provided such designee is not a supervisor or building administrator, and the processing of such grievance may be commenced at Step 2.

18.3.2 Time Limits: The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within each prescribed step to be accomplished shall be considered as maximum, and every effort shall be made by the grievant and the District to expedite the process. Under unusual circumstances, the time limits prescribed in this procedure may be extended by mutual written consent of the Association on behalf of the grievant and the District grievance step official who is considering the grievance.

If after failing to achieve satisfaction at any step and the grievance is not appealed according to the timelines set forth in this Article, or by a mutually extended time limit, the grievance shall automatically be waived.

If the stipulated time limits are not met by the District, the grievant and the Association shall have the right to submit the grievance to the next level of the grievance procedure.

Section 18.4 Grievance Procedure

Step One (Informal Step): The parties agree that it is desirable for problems to be resolved between an employee and the immediately involved supervisor or administrator. An employee with a possible grievance shall discuss it first with the supervisor or administrator. If desired, the employee may be accompanied by a representative of the Association. Every effort shall be made to resolve the matter at this level in a free and informal manner.

Step Two

a. If the possible grievance is not resolved informally, the Association may submit a grievance to the immediately involved supervisor or administrator no later than forty-five (45) days after the occurrence, or no later than forty-five (45) after the Association has reasonable knowledge of the occurrence of the alleged violation, misinterpretation, or misapplication of provisions of the Agreement.

b. The Association will present the grievance in writing to the immediately involved supervisor or administrator, who will arrange for a meeting to take place within fourteen (14) days of receipt of the written grievance. The grievant and/or the Association representative and the supervisor or administrator shall be present for the meeting. The supervisor or administrator shall provide the grievant and the Association representative with a written answer to the grievance within seven (7) days after the grievance meeting. Such answer shall include an explanation for any decision that may have been made.

Step 3:

a. If a satisfactory solution is not reached at Step 2, or if no decision is reached within seven (7) days after meeting with the supervisor or administrator, then the Association may refer the grievance to the Superintendent or designee.

b. The Superintendent or designee shall arrange for a meeting with the grievant and the Association representative within fourteen (14) days after receiving notification of appeal.

c. The Superintendent or designee will have fourteen (14) days after the meeting to provide a written decision, including the reasons for the decision, to the grievant, with a copy to the Association representative.

Step 4:

a. If a satisfactory solution is not reached on the basis of the procedures above, the Association may submit the issue to final and binding arbitration by providing written notice to the Superintendent within fourteen (14) days following the Association's receipt of the District's final decision at Step 3.

b. Within fourteen (14) after such written notice of submission to arbitration, the Superintendent or designee and the Association shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Association shall file for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) under their respective labor arbitration rules. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will use the "strike" method of selecting an arbitrator.

c. Neither party shall be permitted to assert in the arbitration proceedings any evidence not previously disclosed to the other parties.

d. The arbitrator will, to the extent reasonably possible, render the decision in writing no later than thirty (30) working days after the conclusion of the hearings, or, if oral hearings are waived, then thirty (30) working days from the date statements and proofs were submitted to the arbitrator.

e. The arbitrator's decision and award shall be final and binding on all parties and shall be within the scope of the arbitrator's authority as described below:

i. The arbitrator shall not have the power to add to, subtract from or otherwise change or modify any of the terms of this Agreement.

ii. The arbitrator's power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement.

iii. In case of any action the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator.

iv. The arbitrator may award back pay to compensate the grievant, wholly or partially, for any salary lost.

f. The total fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other costs will be borne by the party incurring them. The total fees and expenses of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic fees and expenses.

18.5 Other Grievance Conditions

18.5.1 Freedom from Discrimination and Retaliation: The District shall not discriminate against an employee or the Association for exercising their rights under this Article or any other provision of this Agreement. With full assurance that no reprisal will come from their involvement in the grievance, all individuals who might contribute to the acceptable adjustment of a grievance are urged to provide any relevant information they may have to the grievant and the District administration.

18.5.2 Exclusions: If the dispute involves evaluation, only alleged procedural or factual errors are appropriate for arbitration.

18.5.3 Cooperation in Investigation and Grievance Processing: The Board and the Administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with such information as is requested for the processing of any grievance. Should the investigation or processing of any grievance require that an employee or an Association representative be released from regular assignment, the person or persons shall be released without loss of pay or benefits.

18.5.4 Grievance Records: No documents, communications, or records dealing with the processing of a grievance shall be included in an employee personnel file.

ARTICLE 19 –SUBCONTRACTING

Section 19.1: The District may hire a Registered Nurse through a third-party contractor ("agency nurse") to work at a school under the following conditions:

A. An agency nurse's employment shall not begin before the District has fulfilled the training and orientation requirements.
B. An agency nurse's employment shall end on the last instructional day of the school year.
C. The agency nurse will be responsible for, including but not limited to:
    1. Attending to students presenting with illness or injuries
    2. Administering medications
    3. Conducting vision & hearing screenings
    4. Supporting infection control protocols including supervising students in the isolation room, so as long as this work does not leave the health room without coverage by staff who have had the required training for these responsibilities.

Section 19.2: Agency Staff Absences: Absences will be handled as follows:

A. An agency nurse may cover a school due to an absence of a building nurse and health room coverage by an RN is deemed necessary by the Director of Health Services, although the school may be staffed by an HRS, if a float nurse is not available. The nurse supervisor will inform an agency nurse assigned to cover another school that they may request additional training from the nurse supervisor prior to work in that school, and at any time after starting.

B. If an agency nurse is absent and health room coverage by an RN is deemed necessary by the Director of Health Services, although the school may be staffed with an HRS, the absence will be handled according to the following progression:
    1. The District will assign a float nurse, if available, to cover for the absence of the agency nurse.
    2. Building nurses shall be emailed and asked to volunteer to temporarily cover for the absence of the agency nurse.
    3. Another agency nurse already working for the District may cover.
    4. A nurse supervisor may temporarily cover a school due to an absence or other unforeseen situation when a float nurse is not available.
    5. Trained by one of the nurse Supervisors on medical complexities of any student in the newly assigned school prior to performing in-person services. The nurse supervisor will inform a nurse assigned to cover another school that they may request additional training from the nurse supervisor prior to work in that school, and at any time after starting.

Section 19.3: Notification: The District may be unable to attract staff so that they can provide either an in-person HRS or in-person registered nurse at a school, the parties agree in these unique circumstances to allow the District to hire an agency nurse for more than a single school where there is the need. In the event ISD is unable to hire an ESP nurse and the need cannot be provided by existing staff who volunteer to do so, the District shall undertake the following steps prior to hiring more agency staff:

A. ISD shall notify ISNA designated representatives of the need to hire an agency nurse as soon as the District determines such need.
B. Catalogue what transpired at key steps while attempting to fill the position by:
    a. Posting - how long, where advertised, when was open position submitted.
    b. Interviewing – number of qualified candidate(s) interviewed.
    c. Offers of Employment - no minimally qualified candidate applied, routine interview process conducted consistent with existing District practices does not result in a recommendation of a candidate acceptable to the interview team, candidate(s) declining offers of employment.
C. Reasonable and good faith consideration of alternatives to fill an open position for a Licensed registered nurse.
D. Building nurses shall be emailed and asked to cover a vacancy. If a current bargaining unit member agrees to cover the vacancy, they shall receive an additional $15 per hour. If more than one bargaining unit member volunteers to fill the vacancy, the bargaining unit member with the most seniority shall be granted the additional hours. The selected nurse must continue to work in the vacancy until a nurse has been hired to fill the vacancy.
E. The District will continue to advertise and recruit for nursing staff to fill vacancies in the ISNA bargaining unit.
F. If an agency nurse is placed in a District school to cover for a bargaining unit member on leave and is subsequently hired as a District employee, the agency nurse may not displace the bargaining unit member from their assigned school.

ARTICLE 20 – DURATION

This Agreement is effective as of September 1, 2025 and shall remain in full force and effect through August 31, 2028.

ISSAQUAH SCHOOL NURSES ASSOCIATION

Eryn Belles
President

Elizabeth Premo
WEA UniServ Director

ISNA Bargaining Team
Eryn Belles
Elizabeth Premo
Keri Webber
Nina O'Brien
Taimay Jones

ISSAQUAH SCHOOL DISTRICT NO. 411

Heather Tow-Yick
Superintendent

Moriah Banasick
Executive Director of Finance

District Bargaining Team
Moriah Banasick
Carleena Pfeiffer
Amanda Dorey
Laura Carmichael

APPENDIX A

ISSAQUAH SCHOOL NURSES ASSOCIATION

PAY SCHEDULES

Effective September 1, 2025 – August 31, 2026

1	$56.50
2	$57.00
3	$57.50
4	$58.00
5	$58.50
6	$59.00
7	$59.50
8	$60.00
9	$60.50
10	$61.00
11	$61.50
12	$62.00
13	$62.50
14	$63.00
15	$63.50

In September 2026, all nursing positions will be increased by the legislatively funded measure (Implicit Price Deflator/IPD)

In September 2027, all nursing positions will be increased by the legislatively funded measure (Implicit Price Deflator/IPD)

APPENDIX B

EVIDENCE-BASED SCHOOL NURSE EVALUATION TOOL

Adapted from the Danielson Framework and aligned with NASN's Framework for 21st Century School Nursing Practice, CDC guidelines, Issaquah School District job description (2023), and Washington State regulations.

DOMAIN 1: Planning and Preparation

Indicator	Does Not Meet Standards	Meets Standards	Exceeds Standards / Best Practice
1.1 Development of Individualized Health Care Plans (IHPs)	IHPs are missing or incomplete; insufficient collaboration with HCPs or families.	IHPs are created and reflect student needs; collaboration occurs as needed.	IHPs are comprehensive, timely, collaboratively developed with families and providers, and regularly reviewed. Demonstrates initiative in updating plans for students with changing needs.
1.2 Health Documentation and Records	Records are incomplete, disorganized, or not compliant with FERPA/HIPAA.	Records are accurate and updated regularly.	Maintains thorough, timely, audit-ready records that support medical decision-making and comply with all district and legal standards. Participates in special education documentation when appropriate.

DOMAIN 2: Environment of Care

Indicator	Does Not Meet Standards	Meets Standards	Exceeds Standards / Best Practice
2.1 Clinic Safety and Organization	Clinic is disorganized, lacks privacy, or is unsafe.	Clinic is clean, organized, and private.	Proactively maintains a safe, accessible, and student-friendly space. Supports outdoor education and adapts the clinic to evolving health needs.
2.2 Infection Control Practices	Infection control procedures are inconsistently followed.	Follows standard precautions per CDC guidelines.	Acts as a resource for infectious disease control. Trains and supports staff in best practices for hygiene and outbreak response.

DOMAIN 3: Delivery of Services

Indicator	Does Not Meet Standards	Meets Standards	Exceeds Standards / Best Practice
3.1 Direct Care and Clinical Judgment	Care is inconsistent or inappropriate; delays in responding to student needs.	Provides timely, developmentally appropriate care following evidence-based protocols.	Provides anticipatory, trauma-informed, and culturally responsive care. Supports students during outdoor education and Childfind screenings.
3.2 Health Education and Promotion	Rarely provides health instruction or resources.	Delivers basic health education and promotes wellness.	Provides targeted health counseling and integrates education into school-wide health promotion initiatives. Advises staff and families on preventive care.
3.3 Medication Management	Lacks compliance with policy; delegation/ supervision inconsistent.	Administers and delegates per district and legal policy.	Trains staff in medication procedures. Ensures safe practice through regular audits and supervision of delegated tasks. Participates in district-wide medication protocols.

DOMAIN 4: Professional Responsibilities

Indicator	Does Not Meet Standards	Meets Standards	Exceeds Standards / Best Practice
4.1 Confidentiality and Ethics	Breaches in confidentiality or professionalism.	Maintains confidentiality and ethical conduct.	Advocates for student privacy, maintains secure records, and models professional standards across multiple settings.
4.2 Professional Development	Does not engage in learning; ignores areas needing growth.	Participates in required PD and stays current.	Actively pursues training aligned with school health priorities. Shares expertise through staff development, school committees, and special projects.

Indicator	Does Not Meet Standards	Meets Standards	Exceeds Standards / Best Practice
4.3 Collaboration and Communication	Rarely communicates or collaborates with staff/families.	Communicates relevant health info to teams.	Serves as liaison among school, families, and health professionals. Participates in IEP/504/MTSS meetings and multidisciplinary teams. Communicates effectively, respectfully, and proactively.

DOMAIN 5: Use of Data and Community Resources

Indicator	Does Not Meet Standards	Meets Standards	Exceeds Standards / Best Practice
5.1 Attendance and Health Data Use	Does not use data to inform care.	Reviews and uses data to identify health trends.	Uses attendance and health data to design interventions and monitor impact. Shares findings with staff to support attendance and reduce barriers.
5.2 Community Resource Coordination	Provides only basic referrals or handouts.	Connects students to appropriate community services.	Builds strong partnerships with local providers. Proactively assists families with medical, dental, housing, and food access. Coordinates support for vulnerable students.

References: - National Association of School Nurses (NASN). Framework for 21st Century School Nursing Practice™ (2020). - Centers for Disease Control and Prevention (CDC). School Health Guidelines. - American Academy of Pediatrics (AAP). Role of the School Nurse in Providing School Health Services (2016). - Washington Administrative Code (WAC) 246-840-700. - Issaquah School District School Nurse Job Description (Updated June 2023).

This tool is designed to support reflective practice, guide professional growth, and ensure that school nursing services align with legal, district, and evidence-based standards.

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

between the

ISSAQUAH SCHOOL NURSES' ASSOCIATION

and the

ISSAQUAH SCHOOL DISTRICT

WHEREAS, the District has historically contracted with outside agencies to provide one-to-one nursing services for students requiring individualized medical support during the school day; and

WHEREAS, the District is transitioning to hiring District-employed nurses to fulfill these one-to-one nursing roles; and

WHEREAS, the current collective bargaining agreement does not specifically address the working conditions, roles, or responsibilities of one-to-one nurses employed directly by the District;

NOW, THEREFORE, the parties agree to enter into this Memorandum of Understanding to define and clarify the working conditions, expectations, and supports for District-employed 1-on-1 nurses.

Section 1 – 1:1 Nurse Definition

A "1:1 Nurse" is defined as a Licensed Registered Nurse or Licensed Practical Nurse assigned to provide direct, individualized nursing care to a specific student whose medical needs require continuous or near-continuous monitoring and/or intervention during the school day and/or during transportation to and from school.

Section 2 – Assignment Criteria

A 1:1 Nurse assignment shall be based on all the following criteria:

a. A current written medical order;

b. A student IEP or Section 504 Plan identifying the need for nursing services; and

c. Approval by the District following an assessment conducted by the school health services supervisor.

Section 3 – Working Conditions

1:1 Nurses shall be guaranteed equitable working conditions that reflect the individualized nature of their assignments and protect their employment continuity within the bargaining unit.

a. 1:1 Nurses shall be entitled to all provisions and protections outlined in this Agreement.

b. 1:1 Nurse assignments may include accompanying the assigned student throughout the school day, including but not limited to: transportation, classroom activities, meals, recess, field trips, and other scheduled activities.

c. In the event the assigned student is absent or discontinues the need for 1:1 nursing services, the District shall:

   i. Notify the nurse and the Association as soon as practicable;

   ii. Engage in a good faith conversation with the nurse and the Association regarding potential reassignment within the bargaining unit; and

   iii. Ensure there is no disruption in compensation or benefits for the duration of the nurse's contract or until reassignment is finalized.

Section 4 – Training and Support

The District shall provide the following supports to 1:1 Nurses:

a. Orientation and training specific to the student's medical condition and care plan, medical equipment and care plan;

b. Access to necessary medical equipment, personal protective equipment (PPE), and emergency response protocols; and

c. Reasonable time, as needed, to consult with appropriate medical personnel, educators, and families.

d. The 1:1 Nurse shall not be responsible for training unlicensed school staff on the use of medical equipment or assistive devices (e.g., Hoyer lifts) when the student is present in or on the equipment. Training of other staff must be conducted with appropriate supervision and using alternative methods (e.g., simulations, equipment demos without the student present) to ensure student safety and protect the nurse's licensure and liability.

Section 5 – Caseload and Relief

A 1:1 Nurse shall not be assigned additional health room responsibilities or general student caseloads while actively engaged in a 1:1 assignment, except under the following conditions:

a. The assigned student is not present;

b. The nurse voluntarily agrees to take on such duties; and

c. The duties fall within the nurse's scope of practice and maintain a reasonable workload balance.

Section 6 – Compensation

When specialized training or certification is required for the assignment, the District shall reimburse all associated costs or ensure the training is completed during paid hours.

This MOU will be revisited no later than June 1, 2026 by the parties.

September 1, 2025

FOR THE DISTRICT:	FOR THE ASSOCIATION:
Moriah Banasick	Eryn Belles
Moriah Banasick	Eryn Belles
Executive Director of Finance	ISNA President

MEMORANDUM OF UNDERSTANDING

between the

ISSAQUAH SCHOOL NURSES ASSOCIATION

and the

ISSAQUAH SCHOOL DISTRICT

regarding

PAYMENT OF NURSES / 504 - LIFE THREATENING EMERGENCY HEALTH CARE PLAN(S) (EHCP)

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Issaquah School Nurses Association regarding the registered nurse's role regarding Life Threatening Emergency Health Care Plans (EHCPs).

WHEREAS RCW 28A.210 requires that students with life-threatening conditions must have physician orders and a written health care plan, or a written EHCP in the District, before attending school; and

WHEREAS RCW 28A.210.320 defines "life threatening condition" as a "health condition that puts a student in danger of death during the school day if a medication or treatment order and a nursing care plan are not in place," by definition, a student with a "life threatening health condition" has a physical or mental impairment that substantially limits a major life activity, and qualifies as a disabled student under Section 504 for purposes of Free Appropriate Public Education (FAPE); and

WHEREAS ISNA nurses regularly monitor the health status of students on their assigned caseloads, evaluate systems and plans, and modify plans as necessary; and

WHEREAS, in addition to the above, prior to, while drafting, and in preparation to administering an EHCP, the ISNA nurse:

(1) routinely contacts family to review health history, assess acuity of health condition, and to learn family concerns and or preferences regarding the student's health and best methods to assist at school;

(2) meets with the student to assess self-management and the student's health goals;

(3) initiates the medical authorization process for administration of emergency medication and/or treatment at school, assesses student health and functioning to determine if medication and order is appropriate for the student;

(4) reviews emergency medication orders to determine issues that are in the best interest for the student when receiving medication at school;

(5) ensures that information on the medical authorization, the medication label, and the medication administration record at school are identical;

(6) creates a system of storage for emergency medication so that there is immediate access to medication in case of emergency;

(7) develops and completes a EHCP that describes explicit step-by-step actions to take, signs of problems that might occur with the procedure, and what actions to take if to the extent that foreseeable problems occur; and

(8) delegates, as appropriate, the administration of emergency medication to unlicensed, trained school staff for the identified student; and

WHEREAS the nurse is not responsible for student 504 plans related solely to students' academic accommodations that do not involve EHCPs;

THEREFORE, the Parties agree that ISNA_nurses will be paid $40.00 per student annually for students who have EHCPs/504's as defined by RCW 28A.210.320, and are marked as a critical alert in Skyward. ISNA nurses shall submit a request for compensation no later than June 30 for payment in the July pay warrant for all other EHCPs completed.

This MOU will sunset at the end of the date of the collective bargaining agreement.

September 1, 2025

FOR THE DISTRICT:

Moriah Banasick

Moriah Banasick
Executive Director of Finance

Signature: Eryn Belles (Jan 16, 2026 10:46:40 PST)
Email: eryn.belles@washingtonea.org

Signature: Moriah Banasick
Moriah banasick (Jan 22, 2026 18:49:22 PST)
Email: banasicka@issaquah.wednet.edu

FOR THE ASSOCIATION:

Eryn Belles

Eryn Belles
ISNA President

Signature: Elizabeth Premo (Jan 21, 2026 14:08:23 PST)
Email: epremo@washingtonea.org

Signature: Heather Tow-Yick (Jan 23, 2026 15:46:12 PST)
Email: towyickh@issaquah.wednet.edu