

AGREEMENT BETWEEN
HYDE PARK CENTRAL SCHOOL DISTRICT
AND THE
ASSOCIATION OF SCHOOL PROFESSIONAL
REGISTERED NURSES

July 1, 1999 - June 30, 2003

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PREAMBLE

This Agreement entered into the 1st day of July, 1999, between the HYDE PARK CENTRAL SCHOOL DISTRICT (hereinafter referred to as the 'District') and the ASSOCIATION OF SCHOOL PROFESSIONAL REGISTERED NURSES (hereinafter referred to as the "Association" shall serve to:

- A. Provide for the declaration of mutually agreeable terms and conditions of employment for those District employees represented by the Association.
- B. Assure the orderly and most effective continuation of the business of the District by providing a declaration of the rights and responsibilities existing between the District and the employees represented by the Association.
- C. Provide for procedures for the resolution of such differences as may arise between the District and the employees represented by the Association during the term of this Agreement.
- D. Both parties herein pledge to exercise their best efforts to effectuate this Agreement and that neither party shall engage in conduct, proceedings, or activities contrary to the terms, conditions and intent herein set forth.

ARTICLE I - RECOGNITION

The District recognizes the Association of School Professional Registered Nurses as the exclusive representative of a negotiating unit comprised of all regularly employed full and part-time R.N.'s. Specifically excluded are the substitutes, both per diem and regular, as well as part-time nurses whose regular work week is less than half time.

The District shall provide the Association with the sole and exclusive right to dues check-off. for members of the bargaining unit. Such check-off, shall include regular membership dues as determined by the Association. Equal deductions shall be made from the employees' wages and transmitted to the Association on each payday.

The District further agrees to deduct monthly from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the dues of the Association, and to promptly transmit the sums so deducted to the Association.

Deduction of membership dues or agency fees for employees who are hired after October 1 of any school year shall be pro-rated so as to complete deduction of the appropriate amount by the end of each school year. The District and the Association agree to exchange any information needed to fulfill the provisions of this Article.

ARTICLE II - ASSOCIATION RIGHTS

A. ANTI-DISCRIMINATION CLAUSE

There shall be no discrimination, interference, restraint, or coercion practiced by the District, its officers, agents or employees against any registered nurse employee because of his/her membership in the Association. The Association and its officers, agents and members shall not discriminate against any employee in the bargaining unit by reason of such employee's race, creed, color, sex, or marital status, nor shall any employee in the bargaining unit be compelled or coerced into membership in the Association by any of its officers, agents or members.

B. COMMUNICATION WITH SUPERVISORS

Nothing contained herein shall be construed to prevent any individual employee in the bargaining unit from informally discussing any complaint with his/her immediate supervisor, as determined by the Superintendent of Schools, by September 1 S of each year.

C. USE OF FACILITIES

The Association shall have the right to use District schoolhouses at all reasonable times for the purpose of conducting meetings relating to the business for which it has been organized. Requests shall be made in advance to Building Principals for such usage.

D. ACCESS TO INFORMATION

Upon receipt of reasonable notice in advance, the Board of Education of the District shall make available to the representatives of the Association such information from District records as may be relevant to and necessary for use in negotiations, the resolution of grievances and in carrying out the general administrative processes of the Association.

E. USE OF MAIL

The Association shall have the right to make use of the inter and intra-school mailing facilities.

ARTICLE III - WORKING CONDITIONS

A. WORK WEEK

Under normal circumstances the registered professional nurse will be required to work a 40 hour work week as scheduled by the District.

B. CALENDAR

Unit members shall adhere to the school calendar followed in the building in which they work.

C. ORIENTATION

A registered professional nurse new to the District may be required to participate in up to two additional days of orientation and training prior to the official starting date of employment.

D. WORK SPACE

Work space will not be held in any room in which conditions are below minimal and health safety standards as determined by the appropriate public authority.

E. LAVATORY FACILITIES

The District will provide each work space within District owned schools with adequate lavatory facilities.

F. POLICY CHANGES

The District will make every reasonable effort to include registered professional nurses in the consideration of District policy changes which affect A.S.P.R.N. members.

G. USE OF PERSONAL AUTOMOBILES

When the District requires registered professional nurses to use the/r personal automobiles for travel on authorized District business, such employees shall be reimbursed for the expense of operating their automobiles at the rate established by the Board. If such employees, required to transport themselves in their own automobiles on authorized District business, shall become involved in an accident with said automobile while acting in the performance of their duties and within the scope of their employment, they shall be reimbursed, in an amount not to exceed \$300.00 in any school year, for loss or damage to their persons or property or property attributable to such accident, provided that such loss is not covered by insurance maintained by either the District or the employee.

H. PAYCHECKS

Paychecks will be distributed on the last scheduled school day before vacation when a pay date falls on a day on which school is scheduled to be closed.

I. SUBSTITUTES

The District agrees to make reasonable efforts to provide substitutes for unit members on days when they are absent.

J. TELEPHONE FACILITIES

The District shall make telephone facilities available in each health office.

K. DAMAGE TO PERSONAL PROPERTY

The Board of Education will reimburse employees covered by this Agreement up to \$350.00, for personal clothing, glasses and jewelry damaged or destroyed in the course of maintaining discipline or restoring order, or as the result of an assault by a pupil, while the registered professional nurse is on duty in the school building, on school premises, or at other school sponsored activities.

L. INDIVIDUAL PROTECTION

Employees of the bargaining unit shall be requested to report in writing immediately all cases of assault suffered by them in

connection with their employment to their Building Principal or their Supervisor. The Building Principal or Supervisor shall forward such report to the Superintendent immediately. The Superintendent and the Administration shall furnish information relevant to incidents of assault and the individuals involved in such incidents upon reasonable request by the employee affected.

M. PERSONNEL FILES

All R.N.'s shall have the right, upon request, to review the contents of their personnel files. A representative of the Association may, at an R.N.'s request, accompany the R.N. in this review. This review shall be made in the presence of the administrator responsible for the safekeeping of these files, or a designee. One copy of any material included in the file shall be reproduced for the R.N. upon request. The R.N.'s personnel file shall be defined as the file maintained in the office of the Superintendent of Schools. Privileged information such as confidential credentials and related personal reference normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the R.N., remove them from the file prior to the review of the file by the R.N. All communications, including evaluations by administrator, commendations, validated complaints directed towards the R.N. which are added to an R.N.'s personnel file shall be called to the R.N.'s attention at the time of inclusion. The R.N. shall acknowledge that such material has been read by affixing his or her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its contents. Failure to sign and/or read such material shall result in having said refusal noted on the material by the administrator involved. The R.N. shall have the right to make written answers to any materials filed, and such answers shall be attached to the file copy. All

R.N.'s desiring to have commendations or other materials regarding their professional qualifications made a part of their personnel files shall submit the same to the Building Principal for transmittal to the office of the Superintendent.

N. SMOKE FREE ENVIRONMENT

There shall be a ban on smoking in all buildings and premises of this District, as well as in all of the vehicles owned and operated by this

District.

O. DUTY FREE LUNCH

All full-time unit members will receive a duty-free lunch period of one-half hour.

P. EMERGENCY CLOSINGS

Association employees will be dismissed one-half hour after all students have departed the school building to which they are assigned, unless an incident involving the health and safety of any student requires the employee's immediate care, attendance and/or follow-through.

Q. INCIDENTS INVOLVING THE HEALTH & SAFETY OF STUDENTS

Notwithstanding the above, in the event of an incident involving the health and safety of students assigned to the Association employee's home school while in transit to or from school, the District reserves the right to call-in an Association employee and request their attendance at the hospital or community medical center to which the students have been transported. However, it is expressly understood that the severity of the inclement weather and hazardous road condition may prohibit the employee's compliance with such request.

ARTICLE IV - GRIEVANCE PROCEDURE

A. OBJECTIVE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they may arise and to provide recourse and orderly procedures for the satisfactory adjustment of complaints.

An employee shall have the right to present grievances in accordance w/with the following procedures free from coercion, interference, restraint, discrimination or reprisal.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any

appropriate member of the Administration and informally reaching resolution that is consistent with the terms and conditions of employment as set forth in this Agreement.

B. DEFINITION

A "grievance" shall mean a complaint by an employee in the bargaining unit, group of employees, or the entire bargaining unit regarding a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or that the employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. The term "grievance" shall not apply to any complaint or matter as to which: (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any other procedure established by the Board of Education or by any by-law of the Board of Education; or (2) the Board of Education is without authority to act.

C. PROCEDURE

A grievance must be filed within thirty (30) days after the employee(s) and/or Association knew or should have known of the act or condition on which the grievance is based. ("Day(s)" in this article refer to a day in which school is in session).

If a decision at Stage 1 or Stage 2 is not rendered within the time limits as specified above, the grievant and/or Association may submit the grievance to the next available stage. If a decision at one stage is not appealed to the next stage within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. However, the time limits specified for either party may be extended by mutual agreement.

If a grievance affects a group of employees or appears to be associated with District-wide policy, it may be submitted by the Association at Stage 2.

1. STAGE ONE:

The aggrieved party shall present a written grievance, using the grievance form attached as Appendix A, to his/her immediate

supervisor as determined by the Superintendent of Schools on September 15th of each school year. A confidential meeting of the grievant, his/her union representative, and the supervisor will be held within five (5) days of the date the grievance was submitted for the purpose of presenting their positions, and will not be conducted during the hours of employment, unless mutually agreed upon. The supervisor will render a written determination to the aggrieved party within a period of five (5) days from the date of said meeting.

2. STAGE TWO:

Within ten (10) days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the Superintendent. A confidential meeting of the parties for the purpose of presenting positions shall be held within ten (10) days of the receipt of the grievance by the Superintendent, and will not be conducted during the hours of employment, unless mutually agreed upon. A written decision with supporting reasons shall be rendered to the grievant and the Association within ten (10) days of such meeting.

3. STAGE THREE: ARBITRATION

- a. If the aggrieved party is not satisfied with the decision at Stage 2, the Association may submit the grievance to arbitration by making a written demand to the American Arbitration Association for the services of an arbitrator within fifteen (15) days of the decision at Stage 2 and the parties shall be bound by their rules.
- b. The decision of the arbitrator shall be rendered no later than thirty (30) days from the date of the closing of the hearing. Such decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the matters in issue. The arbitrator shall limit his decision strictly to the application and interpretation of this Agreement and shall be without power to make any decisions;
 - i. Contrary to, or inconsistent with, modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
 - ii. Involving discretion or Board policy under the

- provisions of this Agreement, under Board by-laws, or under applicable law or rules or regulations having the force and effect of law;
- iii. Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under its by-laws, applicable law and rules and regulations having the force and effect of law.
- c. The cost of the services of the arbitration including expenses, if any, will be borne equally by both parties.

D. INVESTIGATION

The District and the Association agree to facilitate any investigation which may be required and to make available all material and relevant documents, communications and records concerning the alleged grievance.

ARTICLE V - SALARY & BENEFITS

A. SALARY

1. Wages

Effective July 1, 1999, all full time employees shall receive a salary adjustment of \$2,250 dollars.

Effective July 1, 2000, salaries shall be increased by 3½ percent,

Effective July 1, 2001, salaries shall be increased by 3½ percent,

Effective July 1, 2002, salaries shall be increased by 3½ percent.

2. Starting Salary

Effective July 1, 1999, the minimum starting salary for a full time employee shall be \$19,000.

Effective July 1, 2000, the minimum starting salary for a full time employee shall be \$19,600.

Effective July 1, 2001, the minimum starting salary for a full time employee shall be \$20,250.

Effective July 1, 2002, the minimum starting salary for a full time employee shall be \$20,750.

3. For purposes of subsection 1 and 2, full time shall mean 1.0 FTE. Employees who work less than 1.0 FTE shall receive a prorated amount.

B. LONGEVITY

Unit members with five (5) or more years of continuous service in the District, as of July 1st of each contract year, shall receive \$300.00 above their scheduled salary and an additional \$200.00 for every five (5) years of continuous service thereafter.

C. PAYMENT FOR ADDITIONAL WORK

Unit members who perform work between the closing of school in June and the opening of school in September shall be compensated at their normal hourly rate for performing evaluations of students (immunizations, new registrations, etc.). Such work which is exclusive of fall sports screening, shall be limited to a maximum of thirty (30) hours per summer and shall not be performed without the express approval of the appropriate building administrator. With respect to fall sports screening conducted between the closing of school in June and the opening of school in September, unit members shall be compensated at their normal hourly rate and such work will not be performed without the express approval of the appropriate administrator and the Superintendent of Schools.

Unit members who perform work at open house or perform legally required screenings beyond the regular work day during the school year shall be compensated at time and one-half of their normal hourly rate for performing such work. Such work will not be performed without the express approval of the appropriate administrator and the Superintendent of Schools.

D. HEALTH INSURANCE

Effective July 1, 1994, the District shall contribute 100% of the

costs of individual coverage and \$400.00 per month towards the costs of family coverage, for any full-time regular employee participating in the Dutchess Health Insurance Plan, H.M.O. or equivalent plan selected by the District; provided, however, that if the difference in cost between full Employer funded and employee contribution family coverage would be less than \$40.00 per month by utilizing the above-referenced family health insurance cap level, then, the amount of employee contributions shall be adjusted to require payments of \$40.00 per month towards the cost of family health insurance. At the Association's option, effective July 1, 1994, the District's participation in the Dutchess Insurance Plan may be changed for this bargaining unit to the "Alternative Plan".

Effective September 1, 1994, the District will establish a Section 125 Internal Revenue Code Cafeteria Plan which will provide unit members with the opportunity to have employee health insurance premium contributions paid for with "before tax" dollars through a salary deduction.

E. WELFARE BENEFITS

Effective July 1, 1999, the District shall contribute \$625 towards the Welfare Benefit Trust Fund. Effective July 1, 2000, that amount shall be increased to \$660. Effective July 1, 2001, that amount shall be increased to \$685. Effective July 1, 2002, that amount shall be increased to \$700.

F. HEALTH INSURANCE BUY-OUT OPTION

Effective July 1, 1999, unit members who are otherwise health insured may voluntarily opt-out of the District's Health Insurance program and receive a payment of \$1,000.00 per annum, for opting out. Effective July 1, 2001, that amount shall be increased to \$1,200.00 per annum. The employee must give written notice of opting out at the dates specified below and must also produce proof of other health insurance at the time of making application for the buyout. Such notice shall be given on or before May 31 for the period commencing July 1 of the following school year.

Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the

unit member must refund the pro-rated amount of the Buy-out money paid for the remaining months of the applicable year. New hirees may opt out and receive this benefit on a pro-rated basis, where applicable, at the time of hire, provided that proof of other insurance is furnished to the Business Office at the time of making written application.

In the event that a unit member leaves the employ of the District after receiving a Buy-out payment, but before the end of the applicable time period covered by such payment, said unit member shall be obligated to repay the District on a pro-rated basis the amount of Buy-out payment for the remaining part of the period of the Buy-out. The District is also expressly authorized to deduct that amount from the remaining paycheck(s) of said employee in the event that repayment is not otherwise made.

G. CREDIT FOR SICK LEAVE ACCUMULATION

If at the time of retirement the unit member has accumulated sick leave of at least 100 days and up to 159 days, the District shall pay 60% of the individual premium cost of the District's health insurance plan for individual coverage and 40% of the family premium cost for family coverage under the District's health insurance plan. Those unit members who at the time of retirement have at least 160 days of accumulated sick leave shall be entitled to District contributions of 65% of the individual premium cost of the District's health insurance plan for individual coverage, and 50% of the family premium cost for family coverage under the District's health insurance plan.

H. TAX SHELTERED ANNUITIES

Deduction shall be made from the salary of any employee of the bargaining unit who desires to participate in a plan for the purchase of an annuity. Participating unit members may select any company available for selection to members of the teachers' bargaining unit. Such employee shall enter into a written agreement with the Board of Education of the District for the reduction of the employee's annual salary as otherwise payable by law for the purpose of funding the annuity to be purchased. Monies deducted pursuant to such agreement shall be transmitted to the insurer on behalf of the employee. Any such agreement may be terminated by the employee

at any time by the filing of a written notice of termination with the Board or its designee (the Assistant Superintendent for Business). The employee shall bear the full cost of the annuity purchased in this matter.

ARTICLE VI- LEAVES

A. SICK LEAVE

Sick leave shall be provided for with pay for time off for personal sickness, personal injury or physical disability and shall not include personal leave. All R.N.'s covered by this Agreement, who are absent from duty because of any of the above-stated reasons shall be allowed sick leave at the rate of:

1. First three years, 10 days per year.
2. One additional sick day every year thereafter up to a max/mum of fifteen (15) sick days per year, which days may be accumulated up to 190 days.

Up to three (3) such days may be used each year for illness in the unit member's immediate family.

B. PERSONAL BUSINESS LEAVE

1. Each full-time regular professional employee shall be entitled to three days of leave for personal business during the year, non-cumulative. Personal leave means an activity that requires the R.N.'s presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.
2. An application for a personal business leave day must be submitted in writing to the Principal at least two days in advance (except in the event of an emergency, a shorter notice shall be acceptable). The employee shall be notified immediately as to the disposition of the application.
3. As a basis for uniformity within the school system, the following examples shall serve as a guide to the Principals in granting personal leave:
 - a. Legal business, including Court Subpoena.

- b. Death of a friend or relative not covered by bereavement leave.
- c. Moving.
- d. Attendance at a ceremony awarding a degree to the employee or a member of his immediate family.
- e. Serious medical situations in the immediate family not covered by critical illness or bereavement leave.
- f. Matters of an emergency nature allowable at the discretion of the Superintendent.

If the reason is confidential, the R.N. need state only the general nature of the activity that must be attended to during the time school is in session (e.g., legal business). In the event that the request is denied, the decision of the Principal may be appealed to the Superintendent. Personal business leave is not intended for the extension of holiday or vacation time.

C. CRITICAL ILLNESS OR BEREAVEMENT LEAVE

Unit members shall be allowed paid leave for death or critical illness (i.e., serious, uncertain as to outcome) as follows:

- 1. Leave for critical illness or death in the employee's immediate family shall not exceed five days per year.
- 2. Leave for critical illness or death in the immediate family of the employee's spouse shall not exceed five days per year.
- 3. Immediate family shall be defined as father, mother, parent surrogate, spouse, sister, brother, child, grandparent or dependent of the immediate household.
- 4. Leave beyond the live days per year for death or critical illness in the employee's immediate family, or in the immediate family of the employee's spouse, may be approved by the Superintendent if circumstances appear to warrant the additional absence (e.g., more than one death in the immediate family).

D. CHILD REARING LEAVE

Unit members may apply for child rearing leave without pay. Such

leave may be granted up to two (2) years.

E. EXTENDED LEAVES

Extended leaves without pay for reasons deemed sufficient by the Board may be granted for periods of up to one year, subject to renewal at the will of the Board.

F. RELIGIOUS HOLIDAYS

Registered professional Nurses shall be allowed three days of paid leave per year for major religious holidays of their faith, which require absence during school hours.

G. ASSOCIATION LEAVE

Up to three days of released time shall be provided for the President of the Association or the President's designee for Association business (i.e., PERB proceedings, arbitration proceedings).

H. JURY DUTY LEAVE

All members of the bargaining unit who are summoned to jury duty shall notify their immediate supervisor no later than the next working day following receipt of the notice. Employees shall request the Court to defer jury duty to the summer months when children are not regularly enrolled. The Superintendent will confirm and support such a request. Employees who cannot attain a deferment shall be released for jury duty.

For each day on which the employee reports for or performs jury duty in which he or she otherwise would have been scheduled to work, such employee shall receive full pay and will reimburse the District for any fee he or she receives from the Court (not including travel allowances or reimbursement of expenses).

Those members of the bargaining unit require to appear for jury duty who are released by noon shall be required to report for work.

ARTICLE VII - CONFERENCES, IN-SERVICE

A. IN-SERVICE

The A.S.P.R.N. may recommend to the Superintendent in-service training activities relevant to the performance of unit jobs. All in-service training activity shall be conducted under the auspices of the District, subject to the approval of the Superintendent of Schools.

B. COURSES/WORKSHOPS

To the extent that the District or the State Education Department requires courses, or workshops of unit members for their position as school nurse, the same will be provided for on a released time basis, or paid for at the employee's regular hourly rate if provided for after work hours. However, the District shall pay time and one-half for all District mandated courses or workshops which exceed an employee's forty (40) hour work week. The District shall pay for registration fees and/or course tuition for such required training.

C. CONFERENCE DAYS

Registered professional nurses shall be granted conference days at the discretion of the Superintendent or his designee for the purpose of attending workshops relevant to their profession.

ARTICLE VIII - TRANSFERS AND FILLING OF VACANCIES

A. TRANSFERS

All building changes, transfers and reassignments shall not be effected without prior conference between the Building Principals or a designee and the registered professional nurse involved. Wherever possible this must be conducted by May 1st of the school year prior to the change.

B. FILLING VACANCIES

In filling a vacancy, within the bargaining unit, the District shall consider the professional background and attainments of all applicants, and the recommendation, if any, made by the Association. The decision of the Board as to the filling of such vacancies shall be final and binding and not subject to the grievance

procedure.

ARTICLE IX - BOARD'S RIGHTS

Nothing contained in this Agreement shall be construed as a delegation or waiver of any powers or duties vested in the Board of Education of the District, or in any trustee or officer of the District, including the Superintendent of Schools, by virtue of any provision of the New York State Constitution, any statute of the State of New York, or by any rule or regulation of the State Commissioner of Education having the force and effect of law.

ARTICLE X - NO STRIKE PLEDGE

The Association and Board of Education recognize that strikes and other forms of work stoppage by employees are contrary to law and to public policy. The Association and the Board of Education subscribe to the principle that difficulties shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that there shall be no strikes, work stoppage or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof..

ARTICLE XI- CONFORMITY TO LAW - SAVINGS CLAUSE

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- B. Nothing contained herein shall be construed to deny an employee in the bargaining unit any right which may be available to such employee under the United States Constitution, the Constitution of the State of New York or under any applicable statutes, laws or regulations of the State of New York or its departments and agencies.
- C. If any provision of this Agreement is or shall at any time be contrary

to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

D. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII- DURATION

This Agreement will cover the period of time from July 1, 1999 through June 30, 2003.

Superintendent of Schools

President, Association

President,
Board of Education

Chief Negotiator

APPENDIX

ASSOCIATION OF SCHOOL PROFESSIONAL
REGISTERED NURSES

Grievance Form

Level I

Violation of: _____

Date of Violation: _____

Statement of Grievance/Facts:

Desired Relief:

Grievant

President of ASPRN

Date

Date