



**Carson City School District**

1402 West King Street, Carson City NV 89703  
(775) 283-2000 - Fax: (775) 283-2090

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Dear Trustees,

Pursuant to Senate Bill 158 (SB158) you are presented with the fiscal impact of the proposed Fiscal Year 2016 collective bargaining agreements with all Carson City School District Bargaining Groups; Carson City Building Administrators Association (CCAA), Ormsby County Education Association (OCEA), Carson Educational Support Association (CESA) and Carson City Health Services Personnel Association (CCHSPA). The total cost of the 2015-2016 contractual agreements is estimated to be \$1.1 million which breaks down in the following manner for each bargaining group:

**CCAA**

The Administrators bargaining unit salary and benefit costs are \$2,842,000 without the increase; and \$2,910,000 with a 1% salary increase plus a 1.125% PERS contribution for the employee portion. \$68,000 would be the overall increase.

**OCEA**

The Certified bargaining unit salary and benefit costs are \$40,750,000 without the increase; and \$41,550,000 with a 1% salary increase plus a 1.125% PERS contribution for the employee portion. \$800,000 would be the overall increase.

**CESA**

The Classified bargaining unit salary and benefit costs are \$15,920,000 without the increase; and \$16,200,000 with a 1% salary increase plus a 1.125% PERS contribution for the employee portion. \$280,000 would be the overall increase.

**CCHSPA**

The Nurses bargaining unit salary and benefit costs are \$ 835,000 without the increase; and \$853,000 with a 1% salary increase plus a 1.125% PERS contribution for the employee portion. \$18,000 would be the overall increase.

The total impact to the District is \$1,166,000.

Sincerely,

Andrew Feuling  
Director, Fiscal Services

**COMPREHENSIVE AGREEMENT  
BETWEEN THE  
CARSON CITY SCHOOL DISTRICT  
AND THE  
CARSON CITY ADMINISTRATORS  
ASSOCIATION**

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## PREAMBLE

WHEREAS, pursuant to the provisions of Chapter 288 of the laws of the State of Nevada, known as the local government Employee-Management Relations Act, the Carson City Administrators (hereinafter referred to as CCAA) has been recognized as the exclusive bargaining representative for the unit hereinafter described by the Carson City Board of School Trustees (hereinafter referred to as the Trustees), and

WHEREAS, the Trustees and the CCAA recognize a common responsibility to work together in cooperation in order to achieve high quality education and to cooperate in their common aims and their employer-employee relationships.

NOW, THEREFORE, the said parties have as a result of joint discussions agreed upon the following terms concerning the conditions of employment for all members of the bargaining unit represented by the CCAA.

### ARTICLE 1—DEFINITIONS

#### 1.1

The term "**NRS 288**," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the local Government Employee-Management Relations Act.

#### 1.2

The term "**administrators**," as used in this Agreement, shall refer to all administrative employees who hold administrative positions requiring educational certification as set forth below and who are eligible for membership in the Carson City Administrators Association (hereinafter referred to as the CCAA) with the exception of such administrators who are excluded by NRS 288.

Positions covered by this Agreement:

- High School Principal
- Secondary Vice-Principal (middle / Jr. high & high school)
- Middle / Jr. High School Principal
- Elementary School Principal
- Elementary Vice Principal
- Dean (Middle / Jr. High & High school)
- Director Adult Education/Prison Program
- Pioneer High School Principal and Opportunity School Principal

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**1.3**

The term "**Trustees**," as used in this Agreement, shall mean the Board of School Trustees of the Carson City School District and is the entity known as the Local Government Employer in NRS 288.060.

**1.4**

The term "**Association**," as used in this Agreement, shall mean the CCAA and is the entity known as the Employee Organization in NRS 288.040.

**1.5**

The term "**School District**," as used in this Agreement, shall mean the Carson City School District.

**1.6**

The term "**superintendent**," as used in this Agreement, shall mean the superintendent of schools of the Carson City School District or the designated representative.

**1.7**

The term "**personnel officer**," as used in this Agreement, shall mean the School District's director of personnel, or the superintendent's designee.

**1.8**

The term "**Trustee**" and "**Association**" shall include authorized officers and representatives. Despite references herein to "Trustees" and "Association" as such, each reserves the right to act hereunder by committee or designated representative.

**1.9**

The term "**Board**" means the Local Government Employee-Management Relations Board, as provided by NRS 288.030.

**1.10**

The term "**Agreement**" refers to the name of this document, being the Professional Negotiations Agreement between the Carson City School District and the CCAA.

**1.11**

The term "**school year**" shall be defined as stated in NRS 388.080: "The Public School Year shall commence on the first day of July and shall end on the last day of June."

1.12

The term "contracted school year," as used in this Agreement, means the period of time from the administrator's first contracted school day through the last contracted school day.

1.13

The term "executive committee" refers to the three (3) elected officers (the president, vice-president and secretary-treasurer) and the immediate past president of the CCAA.

ARTICLE 2--RECOGNITION

2.1

The Trustees recognize the CCAA as the exclusive representative of all administrators employed by the Carson City Board of School Trustees, with the exception of such employees as are excluded by NRS 288.

2.2

Any references to individual administrators in this Agreement in masculine terms such as "he," "his" or "him" shall in every case be applicable to female employees, as if they were written as "she," "hers" or "her."

2.3

New Administrators, including Principals, shall serve probationary periods pursuant to the requirements of AB 225 and AB 229 (2011).

Post-probationary Administrators, including Principals, may serve probationary periods pursuant to the requirements of AB 225 and AB 229 (2011).

2.4

The District will post on its' website any vacancies, including promotional opportunities, of bargaining unit positions for which it is seeking internal or external applications. Nothing in this section overrides the sole discretion of the Superintendent to make the final decision regarding the hiring, transfer, reassignment and promotion of classifications covered by this Agreement.

ARTICLE 3--FAIR PRACTICES

3.1

The District and the Association agree not to discriminate against any person on the basis of race, color, national origin, sex, disability, age, or on any other basis protected by state or federal

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law, and it provides equal access to the Boy Scouts of America and other designated youth groups.

## ARTICLE 4--IMPASSE PROCEEDINGS

### 4.1

It is understood that if the parties fail to reach agreement as a result of direct negotiation, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

## ARTICLE 5--GRIEVANCE PROCEDURE

### 5.1

A grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of the provisions of this Agreement. A grievance shall not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of the State of Nevada or the Federal Government.

### 5.2

A grievance may be initiated by an individual administrator, a group of administrators who are directly affected by the dispute, or the CCAA.

### 5.3

A grievance involving more than one (1) administrator may be commenced at Step Two of the grievance procedure by filing a written grievance.

### 5.4

A grievance as defined above must be initiated no later than five (5) school days after the affected administrator(s) or the CCAA first knew of the act or condition upon which the grievance is based.

### 5.5

A school day is defined as a day in which an administrator is required to be present on the job.

### 5.6

During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance. All proceedings in any grievance shall be conducted in private and full confidentiality shall be maintained.

### 5.7

All grievances shall be processed in the following manner:

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### 5.7-1 Step One

An administrator(s) having a grievance will first attempt to resolve it informally by meeting with the appropriate supervisor/director within the five (5) days specified in 5.4. At this step there is no reason to put the grievance in writing. The appropriate supervisor/director shall render a decision not later than five (5) school days from the date of the meeting. If the administrator(s) is not satisfied with the decision of the supervisor/director, the administrator may proceed to Step Two.

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### 5.7-2 Step Two

If the grievance has not been resolved as a result of the informal proceedings, the grievance may be submitted to the superintendent within fifteen (15) days following the decision of the supervisor/director. The grievance shall be in writing, dated, and the receipt of the grievance initialed by the superintendent by date. Copies of the grievance shall be submitted to all parties officially present during the informal hearing.

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#### 5.7-2-1

In the event a grievance is submitted to Step Two in a timely manner, the superintendent and the supervisor/director being grieved shall meet with the affected administrator(s) within five (5) school days after receiving the grievance.

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#### 5.7-2-2

The superintendent shall not have the authority to modify, amend, alter, add to, or subtract from any provision of the Agreement.

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#### 5.7-2-3

The superintendent, in the absence of the expressed written agreement of the parties, shall have no authority to rule on any dispute between the parties other than the one which qualifies as a grievance as defined in 5.1.

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#### 5.7-2-4

The superintendent's decision shall be submitted in writing to all parties within five (5) school days after the meeting and his response shall include the reasons upon which his decision is based.

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#### 5.7-2-5

The superintendent's decision shall be final and binding, unless his decision is found in violation of the restrictions stated in Article 5.7-2-2 and/or Article 5.7-2-

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3 or exceeds the time limitations of the procedural process. In which case, the grievance will be decided in favor of the aggrieved administrator(s).

### 5.7-3 Step Three

If the grievant and/or Association is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to mediation by informing the superintendent within five (5) days after the superintendent's time to respond, whichever is later. The superintendent and the Association president would have to consent to mediation. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be conducted within thirty (30) days of the appointment of the mediator. The mediator has no binding authority. Any mediated agreement voluntarily agreed to by both parties will be final and binding and not subject to further appeal or court action. Any fees or costs imposed by FMCS will be equally split by the parties.

### 5.8

The time for a grievance meeting must be mutually approved by the superintendent and the grievant. The meeting ~~will~~ occur outside the work day.

### 5.9

A grievance shall be considered null and void if not filed and processed by the aggrieved administrator(s) or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.

### 5.10

A grievance shall be decided in favor of the aggrieved administrator(s) if the time limitations are not observed by the supervisor/director or the superintendent.

### 5.11

All time limitations may be extended by mutual agreement of both parties.

### 5.12

No reprisals may be taken by the School Trustees or their agents, against any administrator(s) for having filed a grievance or for having participated in the grievance procedure on behalf of the grievant.

## ARTICLE 6--USE OF FACILITIES

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**6.1**

Subject to the provisions of Section 6-3, the Association shall have the right to use school mailboxes and the inter-school mail service for the distribution of responsible material initiated by the Association. Copies of all materials shall be given to the superintendent and the director of personnel. The material will be clearly identified and the Association accepts the responsibility for such material. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school mail service.

**6.2**

From the effective date of the Agreement to its termination, the Association shall be allowed the use of school buildings and premises for Association meetings and activities on regular school days as long as arrangements have been made with the principal of the building and so long as the use does not conflict with the use by other employee organizations previously authorized as provided by District regulations. Further, such activities shall not conflict with any regular or special educational activities and may not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of the buildings on other than school days requires approval by the superintendent. Any added expense resulting from Association use shall be paid for by the Association. If the privileges extended herein are misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of school facilities.

**6.3**

The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, against School District representatives or the Board of School Trustees, or any of its representatives relating to the collective bargaining process except for the ratification of this Agreement.

**ARTICLE 7--PERSONNEL FILES**

**7.1**

A copy of each written document concerning an employee which the School District places in the employee's permanent personnel file shall be provided to that employee. The employee must sign the personnel file copy of the document as acknowledgement of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document.

**7.2**

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An employee may prepare a written response, which will become a part of the employee's personnel file and will remain a part of said file as long as the document responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked, the employee will note under his or her signature on the document at the time the response is delivered that a response has been made and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's document. If an employee desires to make a written response to any document by the supervisor, the employee's response must be made within fifteen (15) school days. Upon written request of the employee, a waiver of the time limits by the supervisor, not to exceed (10) school days, may be granted, which will not be unreasonably withheld. When a copy of the supervisor's written document is forwarded to any other location, a copy of the employee's written response must be attached.

### **7.3**

Access to personnel files of administrators shall be on a need-to-know basis only. Permanent files of administrators shall be kept in the personnel department. Review of such files shall be noted by the date and signature of reviewer. Members of the Board of School Trustees, the superintendent of schools, the directors, the administrator's immediate supervisor, all employees of the personnel department, District legal counsel, or as otherwise authorized by law, shall be exempt from this requirement.

### **7.4**

Admonitions issued to an administrator, who within the time granted for improvement has met the standards set for him by the administrator who issued the admonition, will be removed from the records of the administrator together with all notations and indications of its having been issued. An admonition must be removed from the records of the administrator not later than three (3) years after it is issued.

### **7.5**

Letters or reports (other than evaluations or letters of admonition) that are critical of an administrator's performance will be removed from the personnel file within three (3) years from placement in the personnel file. This provision does not apply to letters or reports of substantiated criminal activity or child abuse."

## **ARTICLE 8--EXTENDED LEAVES OF ABSENCE**

### **8.1**

Leaves of absence without pay may be granted to an administrator by the School Trustees, for a period not to exceed one (1) year, where the administrator has identified, to the satisfaction of the School Trustees, a personal or family situation which will require the release of the administrator from his contractual responsibilities. Additional leave may be granted at the discretion of the School Trustees.

**8.2**

Administrators adopting a minor child may receive sick leave with pay, or an employee necessity leave without pay, which shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements of adoption.

**8.3**

Leaves of absence without pay, for study or other professional improvement, may be granted to administrators by the School Trustees for a period not to exceed one (1) year. To be eligible for such leave, the administrator must have completed two (2) years of satisfactory service with the School District.

**8.4**

Other leaves of absence without pay may be granted by the School Trustees.

**8.5**

An administrator, upon return from leave granted pursuant to 8.1 through 8.5, will maintain his/her same position on the salary schedule unless the administrator had qualified for salary advancement at the time the leave was granted. Administrators, while on one of the above mentioned leaves, may continue to participate in the Group Health Plan at the administrators' expense. Administrators, while on any of the above mentioned leaves, are not eligible to receive sick leave or retirement credit. Administrators shall not receive increment credit for leave granted pursuant to 8.1 to 8.5.

**8.6**

Benefits to which the administrators were entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to these administrators granted leave pursuant to this Article upon their return. An administrator shall be assigned to as near the same position which he held at the time said leave commenced. Administrators returning from leave shall notify the School District on or before March 15th of the prior school year of their intent to return. Failure to comply with the provisions of this Article will terminate the re-employment agreement.

**8.7**

If the conditions change under which an administrator is granted leave pursuant to 8.2 and 8.3 of this Article, the administrator may request return to active status. Said request is to be submitted in writing to the director of personnel. The director of personnel will return the administrator to active status when a vacancy occurs for which the administrator is qualified.

**8.8**

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All leaves and extensions or renewals of leaves shall be applied for and granted or denied in writing by the superintendent.

## ARTICLE 9--MILITARY LEAVE

### 9.1

Military leave will be granted to administrators under the provisions of NRS 281.145.

## ARTICLE 10--ABSENCE FOR JURY DUTY

### 10.1

Absence for jury duty shall not count in calculating absence limitation under other sections. The salary paid by the Carson City School District under such absence shall be at the regular rate.

### 10.2

Absence for court appearances which are the result of legal actions affecting the contractual obligations of administrative personnel shall not be counted against the sick leave of the administrator involved nor shall that administrator be docked pay.

### 10.3

Employees will submit to the Superintendent or designee jury documentation prior to the summons date. Employees will be released from all school obligations the entire day of a jury summons, even if the jury duty lasts only a portion of a day.

### 10.4

Employees will contact the Superintendent or designee before each day of jury duty to indicate that their jury obligation is still in effect.

## ARTICLE 11--SABBATICAL LEAVE

### 11.1

An administrator who has completed seven (7) full years of continuous service to the District is eligible for sabbatical leave. Such leave may be granted to an administrator who wishes to pursue full-time study in an accredited college or university. Such study(ies) must be directly related to the administrator's work assignment.

### 11.2

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An administrator applying for a sabbatical leave must submit his application no later than March 1st of the school year immediately preceding the year of the sabbatical.

**11.3**

An administrator applying for a sabbatical leave must submit a formal educational plan, which will be pursued during the course of the sabbatical.

**11.4**

The successful applicant will be entitled to one-half (1/2) his annual salary during the sabbatical leave. The School District will also provide employer paid retirement benefits and group health insurance.

**11.5**

The successful applicant must provide a surety bond in the amount of the sabbatical stipend to ensure that he/she will return to the District's employ for a minimum of two (2) years following completion of the sabbatical leave.

**11.6**

After completion of the sabbatical year, the administrator must submit a formal written report and verification of full-time study to the School Trustees.

**11.7**

After the successful completion of the sabbatical year, the administrator will receive a service increment for the year of study.

**11.8**

Credits earned while on sabbatical leave may be used for advancement on the administrative salary schedule.

**11.9**

No more than one (1) administrator may be on sabbatical leave during any contract year.

**11.10**

An administrator, returning from a sabbatical leave, shall be assigned to the same position which he held at the time said leave commenced.

**ARTICLE 12--ANNUAL LEAVE**

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**12.1 Administrators--12 Month Contract (225 days).**

**12.1-1**

During the 12 month period beginning July 1 and ending June 30 of the following year, administrators employed on a twelve month contract will earn annual leave at the rate of two days each month, for a total of twenty-four (24) days each year.

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**12.1-2**

Administrators may not have more than eighty (80) days of annual leave accumulated in their account as of December 31 of each year. Therefore, administrators must use their annual leave in a manner which will place them at or below the eighty (80) day limit of accrued leave as of December 31 of each year or lose the amount of leave which exceeds the limit on that date. The exception to this rule is for those administrators listed under 12.3-2 who will have the day limits of accrued leave as ninety (90) days.

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*Note: The parties understand that the District will be enforcing the eighty (80) day maximum effective December 31, 2009.*

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**12.2 188, 201 and 205 Day Administrators**

**12.2-1**

During the period of employment for each full school year, administrators employed on 188, 201 and 205 day contracts will earn annual leave at the rate of one-half (1/2) day per month for a total of five (5) days each year.

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**12.2-2**

Each administrator on a 188, 201 or 205 day contract may carry over a maximum accumulation of eighty (80) days of annual leave.

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**12.3 Payment for Unused Annual Leave**

**12.3-1**

At termination of service, administrative employees shall be compensated for all accrued annual leave which is available for use on the date of separation up to a maximum of eighty (80) days at the administrator's daily rate of pay.

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**12.3-2**

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At termination of service, the Carson High Principal, Pioneer High School Principal, Middle School Principals, and Director of Adult Education shall be compensated for all accrued annual leave which is available for use on the date of separation up to a maximum of ninety (90) days at the administrator's daily rate of pay.

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## ARTICLE 13--SICK LEAVE

### 13.1

Sick leave is leave that is granted an administrative employee under the terms of the Agreement who is unavoidably absent because of personal illness or injury. The determination of whether sick leave is to be compensated for or not shall be made on the basis of the provisions set forth below.

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### 13.2

Accumulated sick leave not to exceed a total of 15 days in any one school year may be used for giving care or help to a family member or friend who is ill or injured, or for bereavement leave for the death of a family member or friend or for making of arrangements for or attendance at a funeral for such a person. Extensions beyond the 15 days may be granted by the School Board.

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### 13.3

Administrative employees covered by this Agreement shall be credited with fifteen (15) days of sick leave at the beginning of the contract year. In the event an employee does not complete the number of days required by the contract, the number of sick leave days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating employee is computed. Employees who begin service later in the contract year shall be credited with the number of days of sick leave that may be prorated for each month of service that may be completed by the end of the contract year.

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### 13.4

Employees on the administrative salary schedule have unlimited accumulation of sick leave.

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### 13.5

Absence due to sick leave will be compensated leave in accordance with the above provisions.

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### 13.6

The director of personnel shall periodically review sick leave usage of all administrative employees. If the review indicates that an employee's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the director of personnel may require an administrative employee to undergo a physical examination or to submit a written certificate from physician of the employer's choice confirming the necessity of an absence due to

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illness. The cost of the physical examination or the report from the physician is to be paid for by the District.

### 13.7

When a teacher employed by the District who worked 7.5 hours per day becomes an administrator and is required to work 8 hours per day, he will have his accumulated sick leave hours converted by dividing the number of hours by 7.5 and then multiplying by 8. Any administrator who has had his/her accumulated sick leave converted by this formula who later returns to a teaching or other position requiring 7.5 hours per day shall have his sick leave hours reconverted by dividing the total hours by 8 and then multiplying by 7.5.

(Note: This Article is adopted because employees earn sick leave on a daily rate but the District keeps track of earning and usage of the leave on an hourly basis. This creates an inequity when an employee changes from a 7.5 hour day to an 8 hour day.)

### 13.8

Effective in the 2004-2005 school year, each year, an Administrator with more than 165 accumulated sick leave days may convert a maximum of 15 sick leave days to 1 annual leave day. The Administrator must always maintain a sick leave balance, after conversion, that is equal to or greater than 150 days in order to be able to convert sick days to 1 annual leave day. An Administrator who intends to convert sick leave days to 1 annual leave day must notify the District by September 30<sup>th</sup> on a form provided by District finance.

## ARTICLE 14--SICK LEAVE BANK

### 14.1

A sick leave bank is established to provide assistance to members of the CCAA who have long-term illnesses and/or disabilities and who have exhausted their accumulated sick leave. The repository of sick leave days in the bank will be derived from the voluntary contributions of accumulated sick leave days by individual members of the CCAA. For the establishment, operation and maintenance of the sick leave bank, individual members of the CCAA:

#### 14.1-1

may, initially, contribute up to five (5) days of their accumulated sick leave;

#### 14.1-2

may, thereafter, contribute up to three (3) days additional sick leave days per year but only with the recommendation and approval of the CCAA executive committee;

#### 14.1-3

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may, at the time of their retirement, contribute up to twenty (20) days of their accumulated sick leave days. Such contributions shall be deducted from the accumulated sick leave before payment for unused sick leave is calculated.

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#### 14.2

Only those members of the CCAA who have contributed to the sick leave bank will be eligible to draw sick leave benefits from the bank.

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#### 14.3

Only those members of the CCAA who have been employed by the Carson City School District for three (3) or more years will be eligible to draw benefits from the sick leave bank.

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#### 14.4

The maximum cumulative number of days a member of the CCAA may draw from the sick leave bank is thirty (30) days.

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#### 14.5

Members of the CCAA requesting benefits from the sick leave bank must submit their requests in writing to the CCAA executive committee. The committee will in turn make a recommendation to the Board of Trustees whose decision is final.

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#### 14.6

At the start of each school year, there will be a nine (9) week open enrollment period during which members of the CCAA must notify the personnel department (or other appropriate department) in writing of their intent to participate in the sick leave bank.

#### 14.7

Members of the CCAAA wishing to discontinue their participation in the sick leave bank must so notify the personnel department (or other appropriate department) in writing during the open enrollment period. Such withdrawal will not result in the reimbursement of sick leave days previously contributed by the member to the sick leave bank.

**ARTICLE 15--PAYMENT FOR UNUSED SICK LEAVE**

**15.1**

The value of an administrator's unused sick leave shall be paid to the estate of any administrator who dies while in the employment of the District at the rate of said administrator's daily wage at time of death for a maximum of sixty (60) days.

**15.2**

Payment of unused sick leave will be granted upon voluntary termination from the Carson City School District on the following conditions:

**15.2-1**

Administrators must have completed ten (10) or more consecutive years of service with the School District.

**15.2-2**

Accumulated sick leave will be paid at the following specified percentage of the administrator's daily rate of pay for a maximum of 200 days for any one individual.

**15.2-2-1**

For administrators with ten (10), but less than fifteen (15) years of eligible service, at 16% of the administrator's daily rate of pay;

**15.2-2-2**

For administrators with fifteen (15), but less than twenty (20) years of eligible service at 18% of the administrator's daily rate of pay;

**15.2-2-3**

For administrators with twenty (20) or more years of eligible service at 20% of the administrator's daily rate of pay.

**15.2-3**

To qualify for payment of unused sick leave at the conclusion of the contractual year, an administrator must give notification of intent to terminate no later than April 10 of that year.

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**ARTICLE 16—PROFESSIONAL COMPENSATION**

**16.1-A**

**Salary Schedules**

**Middle School / Jr. High Dean  
(188 Days) — 2013-2014**

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
1	\$53,251.85	\$54,577.68	\$55,572.04	\$56,566.41	\$57,560.78
2	\$55,329.13	\$56,654.96	\$57,649.32	\$58,643.69	\$59,638.06
3	\$57,486.17	\$58,812.00	\$59,806.36	\$60,800.73	\$61,795.10
4	\$59,728.65	\$61,054.48	\$62,048.84	\$63,043.21	\$64,037.58
5	\$62,058.48	\$63,384.31	\$64,378.67	\$65,373.04	\$66,367.41
6	\$64,479.45	\$65,805.28	\$66,799.64	\$67,794.01	\$68,788.38
7	\$66,993.46	\$68,319.29	\$69,313.65	\$70,308.02	\$71,302.39
8	\$69,606.21	\$70,932.04	\$71,926.40	\$72,920.77	\$73,915.14
9	\$72,319.60	\$73,645.43	\$74,639.79	\$75,634.16	\$76,628.53
10	\$75,139.31	\$76,465.14	\$77,459.50	\$78,453.87	\$79,448.24
11	\$75,139.31	\$76,465.14	\$77,459.50	\$78,453.87	\$79,448.24
12	\$75,139.31	\$76,465.14	\$77,459.50	\$78,453.87	\$79,448.24
13	\$78,145.11	\$79,470.94	\$80,465.30	\$81,459.67	\$82,454.04
14	\$81,270.54	\$82,596.37	\$83,590.73	\$84,585.10	\$85,579.47

**Middle School / Jr. High Dean  
(188 Days) — 2014-2015**

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
1	\$53,784.37	\$55,123.46	\$56,127.76	\$57,132.08	\$58,136.39
2	\$55,882.42	\$57,221.51	\$58,225.81	\$59,230.13	\$60,234.44
3	\$58,061.03	\$59,400.12	\$60,404.42	\$61,408.74	\$62,413.05
4	\$60,325.94	\$61,665.03	\$62,669.33	\$63,673.65	\$64,677.96
5	\$62,679.06	\$64,018.15	\$65,022.45	\$66,026.77	\$67,031.08
6	\$65,124.24	\$66,463.33	\$67,467.63	\$68,471.95	\$69,476.26
7	\$67,663.39	\$69,002.48	\$70,006.78	\$71,011.10	\$72,015.41
8	\$70,302.27	\$71,641.36	\$72,645.66	\$73,649.98	\$74,654.29
9	\$73,042.80	\$74,381.89	\$75,386.19	\$76,390.51	\$77,394.82
10	\$75,890.70	\$77,229.79	\$78,234.09	\$79,238.41	\$80,242.72

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<del>11</del>	<del>\$75,890.70</del>	<del>\$77,229.79</del>	<del>\$78,234.09</del>	<del>\$79,238.41</del>	<del>\$80,242.72</del>
<del>12</del>	<del>\$75,890.70</del>	<del>\$72,229.79</del>	<del>\$78,234.09</del>	<del>\$79,238.41</del>	<del>\$80,242.72</del>
<del>13</del>	<del>\$78,926.56</del>	<del>\$80,265.65</del>	<del>\$81,269.95</del>	<del>\$82,274.27</del>	<del>\$83,278.58</del>
<del>14</del>	<del>\$82,083.25</del>	<del>\$83,422.34</del>	<del>\$84,426.64</del>	<del>\$85,430.96</del>	<del>\$86,435.27</del>

Middle School / Jr. High Dean  
(188 Days) - 2015-2016

Step	Base	Master's + 15* (\$1,352.48)	Master's + 30* (\$2,366.82)	Master's + 45* (\$3,381.19)	Master's + 60* (\$4,395.54)
1	\$54,322.21	\$55,674.69	\$56,689.03	\$57,703.40	\$58,717.75
2	\$56,441.24	\$57,793.72	\$58,808.06	\$59,822.43	\$60,836.78
3	\$58,641.64	\$59,994.12	\$61,008.46	\$62,022.83	\$63,037.18
4	\$60,929.20	\$62,281.68	\$63,296.02	\$64,310.39	\$65,324.74
5	\$63,305.85	\$64,658.33	\$65,672.67	\$66,687.04	\$67,701.39
6	\$65,775.48	\$67,127.96	\$68,142.30	\$69,156.67	\$70,171.02
7	\$68,340.02	\$69,692.50	\$70,706.84	\$71,721.21	\$72,735.56
8	\$71,005.29	\$72,357.77	\$73,372.11	\$74,386.48	\$75,400.83
9	\$73,773.23	\$75,125.71	\$76,140.05	\$77,154.42	\$78,168.77
10	\$76,649.61	\$78,002.09	\$79,016.43	\$80,030.80	\$81,045.15
11	\$76,649.61	\$78,002.09	\$79,016.43	\$80,030.80	\$81,045.15
12	\$76,649.61	\$78,002.09	\$79,016.43	\$80,030.80	\$81,045.15
13	\$79,715.83	\$81,068.31	\$82,082.65	\$83,097.02	\$84,111.37
14	\$82,904.08	\$84,256.56	\$85,270.90	\$86,285.27	\$87,299.62

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\*See Article 16.1-3.

High School Dean  
Elementary School Vice Principal  
(201 Days) - 2013-2014

Step	Base	Master's + 15* (\$1,325.83)	Master's + 30* (\$2,320.19)	Master's + 45* (\$3,314.56)	Master's + 60* (\$4,308.93)
<del>1</del>	<del>\$56,924.00</del>	<del>\$58,249.83</del>	<del>\$59,244.19</del>	<del>\$60,238.56</del>	<del>\$61,232.93</del>
<del>2</del>	<del>\$59,144.93</del>	<del>\$60,470.76</del>	<del>\$61,465.12</del>	<del>\$62,459.49</del>	<del>\$63,453.86</del>
<del>3</del>	<del>\$61,453.16</del>	<del>\$62,778.99</del>	<del>\$63,773.35</del>	<del>\$64,767.72</del>	<del>\$65,762.09</del>
<del>4</del>	<del>\$63,848.68</del>	<del>\$65,174.51</del>	<del>\$66,168.87</del>	<del>\$67,163.24</del>	<del>\$68,157.61</del>
<del>5</del>	<del>\$66,339.61</del>	<del>\$67,665.44</del>	<del>\$68,659.80</del>	<del>\$69,654.17</del>	<del>\$70,648.54</del>
<del>6</del>	<del>\$68,925.96</del>	<del>\$70,251.79</del>	<del>\$71,246.15</del>	<del>\$72,240.52</del>	<del>\$73,234.89</del>
<del>7</del>	<del>\$71,613.81</del>	<del>\$72,939.64</del>	<del>\$73,934.00</del>	<del>\$74,928.37</del>	<del>\$75,922.74</del>
<del>8</del>	<del>\$74,407.23</del>	<del>\$75,733.06</del>	<del>\$76,727.42</del>	<del>\$77,721.79</del>	<del>\$78,716.16</del>
<del>9</del>	<del>\$77,308.24</del>	<del>\$78,634.07</del>	<del>\$79,628.43</del>	<del>\$80,622.80</del>	<del>\$81,617.17</del>
<del>10</del>	<del>\$80,322.94</del>	<del>\$81,648.77</del>	<del>\$82,643.13</del>	<del>\$83,637.50</del>	<del>\$84,631.87</del>

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<del>12</del>	<del>\$80,322.94</del>	<del>\$81,648.77</del>	<del>\$82,643.13</del>	<del>\$83,637.50</del>	<del>\$84,631.87</del>
<del>13</del>	<del>\$83,536.58</del>	<del>\$84,862.41</del>	<del>\$85,856.77</del>	<del>\$86,851.14</del>	<del>\$87,845.51</del>
<del>14</del>	<del>\$86,878.13</del>	<del>\$88,203.96</del>	<del>\$89,198.32</del>	<del>\$90,192.69</del>	<del>\$91,187.06</del>

High School Dean  
Elementary School Vice Principal  
(201 Days) — 2014-2015

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
		(\$1,339.09)	(\$2,343.39)	(\$3,347.71)	(\$4,352.02)

<del>1</del>	<del>\$57,493.24</del>	<del>\$58,832.33</del>	<del>\$59,836.63</del>	<del>\$60,840.95</del>	<del>\$61,845.26</del>
<del>2</del>	<del>\$59,736.38</del>	<del>\$61,075.47</del>	<del>\$62,079.77</del>	<del>\$63,084.09</del>	<del>\$64,088.40</del>
<del>3</del>	<del>\$62,067.69</del>	<del>\$63,406.78</del>	<del>\$64,411.08</del>	<del>\$65,415.40</del>	<del>\$66,419.71</del>
<del>4</del>	<del>\$64,487.17</del>	<del>\$65,826.26</del>	<del>\$66,830.56</del>	<del>\$67,834.88</del>	<del>\$68,839.19</del>
<del>5</del>	<del>\$67,003.01</del>	<del>\$68,342.10</del>	<del>\$69,346.40</del>	<del>\$70,350.72</del>	<del>\$71,355.03</del>
<del>6</del>	<del>\$69,615.22</del>	<del>\$70,954.31</del>	<del>\$71,958.61</del>	<del>\$72,962.93</del>	<del>\$73,967.24</del>
<del>7</del>	<del>\$72,329.95</del>	<del>\$73,669.04</del>	<del>\$74,673.34</del>	<del>\$75,677.66</del>	<del>\$76,681.97</del>
<del>8</del>	<del>\$75,151.30</del>	<del>\$76,490.39</del>	<del>\$77,494.69</del>	<del>\$78,499.01</del>	<del>\$79,503.32</del>
<del>9</del>	<del>\$78,081.32</del>	<del>\$79,420.41</del>	<del>\$80,424.71</del>	<del>\$81,429.03</del>	<del>\$82,433.34</del>
<del>10</del>	<del>\$81,126.17</del>	<del>\$82,465.26</del>	<del>\$83,469.56</del>	<del>\$84,473.88</del>	<del>\$85,478.19</del>
<del>11</del>	<del>\$81,126.17</del>	<del>\$82,465.26</del>	<del>\$83,469.56</del>	<del>\$84,473.88</del>	<del>\$85,478.19</del>
<del>12</del>	<del>\$81,126.17</del>	<del>\$82,465.26</del>	<del>\$83,469.56</del>	<del>\$84,473.88</del>	<del>\$85,478.19</del>
<del>13</del>	<del>\$84,371.95</del>	<del>\$85,711.04</del>	<del>\$86,715.34</del>	<del>\$87,719.66</del>	<del>\$88,723.97</del>
<del>14</del>	<del>\$87,746.91</del>	<del>\$89,086.00</del>	<del>\$90,090.30</del>	<del>\$91,094.62</del>	<del>\$92,098.93</del>

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High School Dean  
Elementary School Vice Principal  
(201 Days) - 2015-2016

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
		(\$1,352.48)	(\$2,366.82)	(\$3,381.19)	(\$4,395.54)

1	\$58,068.17	\$59,420.65	\$60,434.99	\$61,449.36	\$62,463.71
2	\$60,333.74	\$61,686.22	\$62,700.56	\$63,714.93	\$64,729.28
3	\$62,688.37	\$64,040.85	\$65,055.19	\$66,069.56	\$67,083.91
4	\$65,132.04	\$66,484.52	\$67,498.86	\$68,513.23	\$69,527.58
5	\$67,673.04	\$69,025.52	\$70,039.86	\$71,054.23	\$72,068.58
6	\$70,311.37	\$71,663.85	\$72,678.19	\$73,692.56	\$74,706.91
7	\$73,053.25	\$74,405.73	\$75,420.07	\$76,434.44	\$77,448.79
8	\$75,902.81	\$77,255.29	\$78,269.63	\$79,284.00	\$80,298.35
9	\$78,862.13	\$80,214.61	\$81,228.95	\$82,243.32	\$83,257.67
10	\$81,937.43	\$83,289.91	\$84,304.25	\$85,318.62	\$86,332.97

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11	\$81,937.43	\$83,289.91	\$84,304.25	\$85,318.62	\$86,332.97
12	\$81,937.43	\$83,289.91	\$84,304.25	\$85,318.62	\$86,332.97
13	\$85,215.67	\$86,568.15	\$87,582.49	\$88,596.86	\$89,611.21
14	\$88,624.38	\$89,976.86	\$90,991.20	\$92,005.57	\$93,019.92

\*See Article 16.1-3.

~~Pioneer High School Principal, Middle School Vice Principal  
High School Vice Principal  
(201 Days) — 2013-2014~~

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
		<del>(\$1,325.83)</del>	<del>(\$2,320.19)</del>	<del>(\$3,314.56)</del>	<del>(\$4,308.93)</del>

<del>1</del>	<del>\$61,875.42</del>	<del>\$63,201.25</del>	<del>\$64,195.61</del>	<del>\$65,189.98</del>	<del>\$66,184.35</del>
<del>2</del>	<del>\$64,287.18</del>	<del>\$65,613.01</del>	<del>\$66,607.37</del>	<del>\$67,601.74</del>	<del>\$68,596.11</del>
<del>3</del>	<del>\$66,796.38</del>	<del>\$68,122.21</del>	<del>\$69,116.57</del>	<del>\$70,110.94</del>	<del>\$71,105.31</del>
<del>4</del>	<del>\$69,401.00</del>	<del>\$70,726.83</del>	<del>\$71,721.19</del>	<del>\$72,715.56</del>	<del>\$73,709.93</del>
<del>5</del>	<del>\$72,107.12</del>	<del>\$73,432.95</del>	<del>\$74,427.31</del>	<del>\$75,421.68</del>	<del>\$76,416.05</del>
<del>6</del>	<del>\$74,920.84</del>	<del>\$76,246.67</del>	<del>\$77,241.03</del>	<del>\$78,235.40</del>	<del>\$79,229.77</del>
<del>7</del>	<del>\$77,842.15</del>	<del>\$79,167.98</del>	<del>\$80,162.34</del>	<del>\$81,156.71</del>	<del>\$82,151.08</del>
<del>8</del>	<del>\$80,877.15</del>	<del>\$82,202.98</del>	<del>\$83,197.34</del>	<del>\$84,191.71</del>	<del>\$85,186.08</del>
<del>9</del>	<del>\$84,031.93</del>	<del>\$85,357.76</del>	<del>\$86,352.12</del>	<del>\$87,346.49</del>	<del>\$88,340.86</del>
<del>10</del>	<del>\$87,310.54</del>	<del>\$88,636.37</del>	<del>\$89,630.73</del>	<del>\$90,625.10</del>	<del>\$91,619.47</del>
<del>11</del>	<del>\$87,310.54</del>	<del>\$88,636.37</del>	<del>\$89,630.73</del>	<del>\$90,625.10</del>	<del>\$91,619.47</del>
<del>12</del>	<del>\$87,310.54</del>	<del>\$88,636.37</del>	<del>\$89,630.73</del>	<del>\$90,625.10</del>	<del>\$91,619.47</del>
<del>13</del>	<del>\$90,802.31</del>	<del>\$92,128.14</del>	<del>\$93,122.50</del>	<del>\$94,116.87</del>	<del>\$95,111.24</del>
<del>14</del>	<del>\$94,434.16</del>	<del>\$95,759.99</del>	<del>\$96,754.35</del>	<del>\$97,748.72</del>	<del>\$98,743.09</del>

~~Middle School Vice Principal  
High School Vice Principal  
(201 Days) — 2014-2015~~

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
		<del>(\$1,339.09)</del>	<del>(\$2,343.39)</del>	<del>(\$3,347.71)</del>	<del>(\$4,352.02)</del>

<del>1</del>	<del>\$62,494.17</del>	<del>\$63,833.26</del>	<del>\$64,837.56</del>	<del>\$65,841.88</del>	<del>\$66,846.19</del>
<del>2</del>	<del>\$64,930.05</del>	<del>\$66,269.14</del>	<del>\$67,273.44</del>	<del>\$68,277.76</del>	<del>\$69,282.07</del>
<del>3</del>	<del>\$67,464.34</del>	<del>\$68,803.43</del>	<del>\$69,807.73</del>	<del>\$70,812.05</del>	<del>\$71,816.36</del>
<del>4</del>	<del>\$70,095.01</del>	<del>\$71,434.10</del>	<del>\$72,438.40</del>	<del>\$73,442.72</del>	<del>\$74,447.03</del>
<del>5</del>	<del>\$72,828.19</del>	<del>\$74,167.28</del>	<del>\$75,171.58</del>	<del>\$76,175.90</del>	<del>\$77,180.21</del>
<del>6</del>	<del>\$75,670.05</del>	<del>\$77,009.14</del>	<del>\$78,013.44</del>	<del>\$79,017.76</del>	<del>\$80,022.07</del>
<del>7</del>	<del>\$78,620.57</del>	<del>\$79,959.66</del>	<del>\$80,963.96</del>	<del>\$81,968.28</del>	<del>\$82,972.59</del>
<del>8</del>	<del>\$81,685.92</del>	<del>\$83,025.01</del>	<del>\$84,029.31</del>	<del>\$85,033.63</del>	<del>\$86,037.94</del>
<del>9</del>	<del>\$84,872.25</del>	<del>\$86,211.34</del>	<del>\$87,215.64</del>	<del>\$88,219.96</del>	<del>\$89,224.27</del>

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<del>10</del>	<del>\$88,183.65</del>	<del>\$89,522.74</del>	<del>\$90,527.04</del>	<del>\$91,531.36</del>	<del>\$92,535.67</del>
<del>11</del>	<del>\$88,183.65</del>	<del>\$89,522.74</del>	<del>\$90,527.04</del>	<del>\$91,531.36</del>	<del>\$92,535.67</del>
<del>12</del>	<del>\$88,183.65</del>	<del>\$89,522.74</del>	<del>\$90,527.04</del>	<del>\$91,531.36</del>	<del>\$92,535.67</del>
<del>13</del>	<del>\$91,710.33</del>	<del>\$93,049.42</del>	<del>\$94,053.72</del>	<del>\$95,058.04</del>	<del>\$96,062.35</del>
<del>14</del>	<del>\$95,378.50</del>	<del>\$96,717.59</del>	<del>\$97,721.89</del>	<del>\$98,726.21</del>	<del>\$99,730.52</del>

Middle School Vice Principal  
High School Vice Principal  
(201 Days) - 2015-2016

Step	Base	Master's + 15* (\$1,352.48)	Master's + 30* (\$2,366.82)	Master's + 45* (\$3,381.19)	Master's + 60* (\$4,395.54)
1	\$63,119.11	\$64,471.59	\$65,485.93	\$66,500.30	\$67,514.65
2	\$65,579.35	\$66,931.83	\$67,946.17	\$68,960.54	\$69,974.89
3	\$68,138.98	\$69,491.46	\$70,505.80	\$71,520.17	\$72,534.52
4	\$70,795.96	\$72,148.44	\$73,162.78	\$74,177.15	\$75,191.50
5	\$73,556.47	\$74,908.95	\$75,923.29	\$76,937.66	\$77,952.01
6	\$76,426.75	\$77,779.23	\$78,793.57	\$79,807.94	\$80,822.29
7	\$79,406.78	\$80,759.26	\$81,773.60	\$82,787.97	\$83,802.32
8	\$82,502.78	\$83,855.26	\$84,869.60	\$85,883.97	\$86,898.32
9	\$85,720.97	\$87,073.45	\$88,087.79	\$89,102.16	\$90,116.51
10	\$89,065.49	\$90,417.97	\$91,432.31	\$92,446.68	\$93,461.03
11	\$89,065.49	\$90,417.97	\$91,432.31	\$92,446.68	\$93,461.03
12	\$89,065.49	\$90,417.97	\$91,432.31	\$92,446.68	\$93,461.03
13	\$92,627.43	\$93,979.91	\$94,994.25	\$96,008.62	\$97,022.97
14	\$96,332.29	\$97,684.77	\$98,699.11	\$99,713.48	\$100,727.83

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\*See Article 16.1-3.

Elementary School Principal  
(205 Days) — 2013-2014

Step	Base	Master's + 15* (\$1,325.83)	Master's + 30* (\$2,320.19)	Master's + 45* (\$3,314.56)	Master's + 60* (\$4,308.93)
<del>1</del>	<del>\$63,804.53</del>	<del>\$65,130.36</del>	<del>\$66,124.72</del>	<del>\$67,119.09</del>	<del>\$68,113.46</del>
<del>2</del>	<del>\$66,291.20</del>	<del>\$67,617.03</del>	<del>\$68,611.39</del>	<del>\$69,605.76</del>	<del>\$70,600.13</del>
<del>3</del>	<del>\$68,877.25</del>	<del>\$70,203.08</del>	<del>\$71,197.44</del>	<del>\$72,191.81</del>	<del>\$73,186.18</del>
<del>4</del>	<del>\$71,564.76</del>	<del>\$72,890.59</del>	<del>\$73,884.95</del>	<del>\$74,879.32</del>	<del>\$75,873.69</del>
<del>5</del>	<del>\$74,355.80</del>	<del>\$75,681.63</del>	<del>\$76,675.99</del>	<del>\$77,670.36</del>	<del>\$78,664.73</del>
<del>6</del>	<del>\$77,254.50</del>	<del>\$78,580.33</del>	<del>\$79,574.69</del>	<del>\$80,569.06</del>	<del>\$81,563.43</del>
<del>7</del>	<del>\$80,269.14</del>	<del>\$81,594.97</del>	<del>\$82,589.33</del>	<del>\$83,583.70</del>	<del>\$84,578.07</del>
<del>8</del>	<del>\$83,399.74</del>	<del>\$84,725.57</del>	<del>\$85,719.93</del>	<del>\$86,714.30</del>	<del>\$87,708.67</del>
<del>9</del>	<del>\$86,650.43</del>	<del>\$87,976.26</del>	<del>\$88,970.62</del>	<del>\$89,964.99</del>	<del>\$90,959.36</del>

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<del>10</del>	<del>\$90,029.48</del>	<del>\$91,355.31</del>	<del>\$92,349.67</del>	<del>\$93,344.04</del>	<del>\$94,338.41</del>
<del>11</del>	<del>\$90,029.48</del>	<del>\$91,355.31</del>	<del>\$92,349.67</del>	<del>\$93,344.04</del>	<del>\$94,338.41</del>
<del>12</del>	<del>\$90,029.48</del>	<del>\$91,355.31</del>	<del>\$92,349.67</del>	<del>\$93,344.04</del>	<del>\$94,338.41</del>
<del>13</del>	<del>\$93,632.15</del>	<del>\$94,957.98</del>	<del>\$95,952.34</del>	<del>\$96,946.71</del>	<del>\$97,941.08</del>
<del>14</del>	<del>\$97,377.69</del>	<del>\$98,703.52</del>	<del>\$99,697.88</del>	<del>\$100,692.25</del>	<del>\$101,686.62</del>

Elementary School Principal  
(205 Days) — 2014-2015

	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*	
Step	Base	(\$1,339.09)	(\$2,343.39)	(\$3,347.71)	(\$4,352.02)

<del>1</del>	<del>\$64,442.58</del>	<del>\$65,781.67</del>	<del>\$66,785.97</del>	<del>\$67,790.29</del>	<del>\$68,794.60</del>
<del>2</del>	<del>\$66,954.11</del>	<del>\$68,293.20</del>	<del>\$69,297.50</del>	<del>\$70,301.82</del>	<del>\$71,306.13</del>
<del>3</del>	<del>\$69,566.02</del>	<del>\$70,905.11</del>	<del>\$71,909.41</del>	<del>\$72,913.73</del>	<del>\$73,918.04</del>
<del>4</del>	<del>\$72,280.41</del>	<del>\$73,619.50</del>	<del>\$74,623.80</del>	<del>\$75,628.12</del>	<del>\$76,632.43</del>
<del>5</del>	<del>\$75,099.36</del>	<del>\$76,438.45</del>	<del>\$77,442.75</del>	<del>\$78,447.07</del>	<del>\$79,451.38</del>
<del>6</del>	<del>\$78,027.05</del>	<del>\$79,366.14</del>	<del>\$80,370.44</del>	<del>\$81,374.76</del>	<del>\$82,379.07</del>
<del>7</del>	<del>\$81,071.83</del>	<del>\$82,410.92</del>	<del>\$83,415.22</del>	<del>\$84,419.54</del>	<del>\$85,423.85</del>
<del>8</del>	<del>\$84,233.74</del>	<del>\$85,572.83</del>	<del>\$86,577.13</del>	<del>\$87,581.45</del>	<del>\$88,585.76</del>
<del>9</del>	<del>\$87,516.93</del>	<del>\$88,856.02</del>	<del>\$89,860.32</del>	<del>\$90,864.64</del>	<del>\$91,868.95</del>
<del>10</del>	<del>\$90,929.77</del>	<del>\$92,268.86</del>	<del>\$93,273.16</del>	<del>\$94,277.48</del>	<del>\$95,281.79</del>
<del>11</del>	<del>\$90,929.77</del>	<del>\$92,268.86</del>	<del>\$93,273.16</del>	<del>\$94,277.48</del>	<del>\$95,281.79</del>
<del>12</del>	<del>\$90,929.77</del>	<del>\$92,268.86</del>	<del>\$93,273.16</del>	<del>\$94,277.48</del>	<del>\$95,281.79</del>
<del>13</del>	<del>\$94,568.47</del>	<del>\$95,907.56</del>	<del>\$96,911.86</del>	<del>\$97,916.18</del>	<del>\$98,920.49</del>
<del>14</del>	<del>\$98,351.47</del>	<del>\$99,690.56</del>	<del>\$100,694.86</del>	<del>\$101,699.18</del>	<del>\$102,703.49</del>

Elementary School Principal  
(205 Days) - 2015-2016

	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*	
Step	Base	(\$1,352.48)	(\$2,366.82)	(\$3,381.19)	(\$4,395.54)

1	\$65,087.01	\$66,439.49	\$67,453.83	\$68,468.20	\$69,482.55
2	\$67,623.65	\$68,976.13	\$69,990.47	\$71,004.84	\$72,019.19
3	\$70,261.68	\$71,614.16	\$72,628.50	\$73,642.87	\$74,657.22
4	\$73,003.21	\$74,355.69	\$75,370.03	\$76,384.40	\$77,398.75
5	\$75,850.35	\$77,202.83	\$78,217.17	\$79,231.54	\$80,245.89
6	\$78,807.32	\$80,159.80	\$81,174.14	\$82,188.51	\$83,202.86
7	\$81,882.55	\$83,235.03	\$84,249.37	\$85,263.74	\$86,278.09
8	\$85,076.08	\$86,428.56	\$87,442.90	\$88,457.27	\$89,471.62
9	\$88,392.10	\$89,744.58	\$90,758.92	\$91,773.29	\$92,787.64
10	\$91,839.07	\$93,191.55	\$94,205.89	\$95,220.26	\$96,234.61

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11	\$91,839.07	\$93,191.55	\$94,205.89	\$95,220.26	\$96,234.61
12	\$91,839.07	\$93,191.55	\$94,205.89	\$95,220.26	\$96,234.61
13	\$95,514.15	\$96,866.63	\$97,880.97	\$98,895.34	\$99,909.69
14	\$99,334.98	\$100,687.46	\$101,701.80	\$102,716.17	\$103,730.52

\*See Article 16.1-3.

~~Director of Adult Education / Prison System  
(225 Days) — 2013-2014~~

<del>Step</del>	<del>Base</del>	<del>Master's + 15*</del> <del>(\$1,325.83)</del>	<del>Master's + 30*</del> <del>(\$2,320.19)</del>	<del>Master's + 45*</del> <del>(\$2,314.56)</del>	<del>Master's + 60*</del> <del>(\$4,308.93)</del>
<del>1</del>	<del>\$67,615.97</del>	<del>\$68,941.80</del>	<del>\$69,936.16</del>	<del>\$70,930.53</del>	<del>\$71,924.90</del>
<del>2</del>	<del>\$70,252.07</del>	<del>\$71,577.90</del>	<del>\$72,572.26</del>	<del>\$73,566.63</del>	<del>\$74,561.00</del>
<del>3</del>	<del>\$72,992.70</del>	<del>\$74,318.53</del>	<del>\$75,312.89</del>	<del>\$76,307.26</del>	<del>\$77,301.63</del>
<del>4</del>	<del>\$75,840.14</del>	<del>\$77,165.97</del>	<del>\$78,160.33</del>	<del>\$79,154.70</del>	<del>\$80,149.07</del>
<del>5</del>	<del>\$78,798.94</del>	<del>\$80,124.77</del>	<del>\$81,119.13</del>	<del>\$82,113.50</del>	<del>\$83,107.87</del>
<del>6</del>	<del>\$81,871.36</del>	<del>\$83,197.19</del>	<del>\$84,191.55</del>	<del>\$85,185.92</del>	<del>\$86,180.29</del>
<del>7</del>	<del>\$85,064.22</del>	<del>\$86,390.05</del>	<del>\$87,384.41</del>	<del>\$88,378.78</del>	<del>\$89,373.15</del>
<del>8</del>	<del>\$88,382.07</del>	<del>\$89,707.90</del>	<del>\$90,702.26</del>	<del>\$91,696.63</del>	<del>\$92,691.00</del>
<del>9</del>	<del>\$91,829.45</del>	<del>\$93,155.28</del>	<del>\$94,149.64</del>	<del>\$95,144.01</del>	<del>\$96,138.38</del>
<del>10</del>	<del>\$95,410.91</del>	<del>\$96,736.74</del>	<del>\$97,731.10</del>	<del>\$98,725.47</del>	<del>\$99,719.84</del>
<del>11</del>	<del>\$95,410.91</del>	<del>\$96,736.74</del>	<del>\$97,731.10</del>	<del>\$98,725.47</del>	<del>\$99,719.84</del>
<del>12</del>	<del>\$95,410.91</del>	<del>\$96,736.74</del>	<del>\$97,731.10</del>	<del>\$98,725.47</del>	<del>\$99,719.84</del>
<del>13</del>	<del>\$99,228.71</del>	<del>\$100,554.54</del>	<del>\$101,548.90</del>	<del>\$102,543.27</del>	<del>\$103,537.64</del>
<del>14</del>	<del>\$103,196.50</del>	<del>\$104,522.33</del>	<del>\$105,516.69</del>	<del>\$106,511.06</del>	<del>\$107,505.43</del>

~~Director of Adult Education / Prison System  
Pioneer High School Principal  
(225 Days) — 2014-2015~~

<del>Step</del>	<del>Base</del>	<del>Master's + 15*</del> <del>(\$1,339.09)</del>	<del>Master's + 30*</del> <del>(\$2,343.39)</del>	<del>Master's + 45*</del> <del>(\$3,347.71)</del>	<del>Master's + 60*</del> <del>(\$4,352.02)</del>
<del>1</del>	<del>\$68,292.13</del>	<del>\$69,631.22</del>	<del>\$70,635.52</del>	<del>\$71,639.84</del>	<del>\$72,644.15</del>
<del>2</del>	<del>\$70,954.59</del>	<del>\$72,293.68</del>	<del>\$73,297.98</del>	<del>\$74,302.30</del>	<del>\$75,306.61</del>
<del>3</del>	<del>\$73,722.63</del>	<del>\$75,061.72</del>	<del>\$76,066.02</del>	<del>\$77,070.34</del>	<del>\$78,074.65</del>
<del>4</del>	<del>\$76,598.54</del>	<del>\$77,937.63</del>	<del>\$78,941.93</del>	<del>\$79,946.25</del>	<del>\$80,950.56</del>
<del>5</del>	<del>\$79,586.93</del>	<del>\$80,926.02</del>	<del>\$81,930.32</del>	<del>\$82,934.64</del>	<del>\$83,938.95</del>
<del>6</del>	<del>\$82,690.07</del>	<del>\$84,029.16</del>	<del>\$85,033.46</del>	<del>\$86,037.78</del>	<del>\$87,042.09</del>
<del>7</del>	<del>\$85,914.86</del>	<del>\$87,253.95</del>	<del>\$88,258.25</del>	<del>\$89,262.57</del>	<del>\$90,266.88</del>
<del>8</del>	<del>\$89,265.89</del>	<del>\$90,604.98</del>	<del>\$91,609.28</del>	<del>\$92,613.60</del>	<del>\$93,617.91</del>
<del>9</del>	<del>\$92,747.74</del>	<del>\$94,086.83</del>	<del>\$95,091.13</del>	<del>\$96,095.45</del>	<del>\$97,099.76</del>

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<del>10</del>	<del>\$96,365.02</del>	<del>\$97,704.11</del>	<del>\$98,708.41</del>	<del>\$99,712.73</del>	<del>\$100,717.04</del>
<del>11</del>	<del>\$96,365.02</del>	<del>\$97,704.11</del>	<del>\$98,708.41</del>	<del>\$99,712.73</del>	<del>\$100,717.04</del>
<del>12</del>	<del>\$96,365.02</del>	<del>\$97,704.11</del>	<del>\$98,708.41</del>	<del>\$99,712.73</del>	<del>\$100,717.04</del>
<del>13</del>	<del>\$100,221.00</del>	<del>\$101,560.09</del>	<del>\$102,564.39</del>	<del>\$103,568.71</del>	<del>\$104,573.02</del>
<del>14</del>	<del>\$104,228.47</del>	<del>\$105,567.56</del>	<del>\$106,571.86</del>	<del>\$107,576.18</del>	<del>\$108,580.49</del>

Director of Adult Education / Prison System  
Pioneer High School Principal  
(225 Days) - 2015-2016

Step	Base	Master's + 15* (\$1,352.48)	Master's + 30* (\$2,366.82)	Master's + 45* (\$3,381.19)	Master's + 60* (\$4,395.54)
1	\$68,975.05	\$70,327.53	\$71,341.87	\$72,356.24	\$73,370.59
2	\$71,664.14	\$73,016.62	\$74,030.96	\$75,045.33	\$76,059.68
3	\$74,459.86	\$75,812.34	\$76,826.68	\$77,841.05	\$78,855.40
4	\$77,364.53	\$78,717.01	\$79,731.35	\$80,745.72	\$81,760.07
5	\$80,382.80	\$81,735.28	\$82,749.62	\$83,763.99	\$84,778.34
6	\$83,516.97	\$84,869.45	\$85,883.79	\$86,898.16	\$87,912.51
7	\$86,774.01	\$88,126.49	\$89,140.83	\$90,155.20	\$91,169.55
8	\$90,158.55	\$91,511.03	\$92,525.37	\$93,539.74	\$94,554.09
9	\$93,675.22	\$95,027.70	\$96,042.04	\$97,056.41	\$98,070.76
10	\$97,328.67	\$98,681.15	\$99,695.49	\$100,709.86	\$101,724.21
11	\$97,328.67	\$98,681.15	\$99,695.49	\$100,709.86	\$101,724.21
12	\$97,328.67	\$98,681.15	\$99,695.49	\$100,709.86	\$101,724.21
13	\$101,223.21	\$102,575.69	\$103,590.03	\$104,604.40	\$105,618.75
14	\$105,270.75	\$106,623.23	\$107,637.57	\$108,651.94	\$109,666.29

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\*See Article 16.1-3.

~~Middle School Principal  
(225 Days) - 2013-2014~~

Step	Base	Master's + 15* (\$1,325.83)	Master's + 30* (\$2,320.19)	Master's + 45* (\$3,314.56)	Master's + 60* (\$4,308.93)
<del>1</del>	<del>\$71,297.42</del>	<del>\$72,623.25</del>	<del>\$73,617.61</del>	<del>\$74,611.98</del>	<del>\$75,606.35</del>
<del>2</del>	<del>\$74,076.68</del>	<del>\$75,402.51</del>	<del>\$76,396.87</del>	<del>\$77,391.24</del>	<del>\$78,385.61</del>
<del>3</del>	<del>\$76,965.03</del>	<del>\$78,290.86</del>	<del>\$79,285.22</del>	<del>\$80,279.59</del>	<del>\$81,273.96</del>
<del>4</del>	<del>\$79,967.00</del>	<del>\$81,292.83</del>	<del>\$82,287.19</del>	<del>\$83,281.56</del>	<del>\$84,275.93</del>
<del>5</del>	<del>\$83,087.15</del>	<del>\$84,412.98</del>	<del>\$85,407.34</del>	<del>\$86,401.71</del>	<del>\$87,396.08</del>
<del>6</del>	<del>\$86,325.46</del>	<del>\$87,651.29</del>	<del>\$88,645.65</del>	<del>\$89,640.02</del>	<del>\$90,634.39</del>
<del>7</del>	<del>\$89,693.30</del>	<del>\$90,019.13</del>	<del>\$92,013.49</del>	<del>\$93,007.86</del>	<del>\$94,002.23</del>
<del>8</del>	<del>\$93,192.95</del>	<del>\$94,518.78</del>	<del>\$95,513.14</del>	<del>\$96,507.51</del>	<del>\$97,501.88</del>

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<del>9</del>	<del>\$96,826.68</del>	<del>\$98,152.51</del>	<del>\$99,146.87</del>	<del>\$100,141.24</del>	<del>\$101,135.61</del>
<del>10</del>	<del>\$100,603.58</del>	<del>\$101,929.41</del>	<del>\$102,923.77</del>	<del>\$103,918.14</del>	<del>\$104,912.51</del>
<del>11</del>	<del>\$100,603.58</del>	<del>\$101,929.41</del>	<del>\$102,923.77</del>	<del>\$103,918.14</del>	<del>\$104,912.51</del>
<del>12</del>	<del>\$100,603.58</del>	<del>\$101,929.41</del>	<del>\$102,923.77</del>	<del>\$103,918.14</del>	<del>\$104,912.51</del>
<del>13</del>	<del>\$104,628.17</del>	<del>\$105,954.00</del>	<del>\$106,948.36</del>	<del>\$107,942.73</del>	<del>\$108,937.10</del>
<del>14</del>	<del>\$108,811.85</del>	<del>\$110,137.68</del>	<del>\$111,132.04</del>	<del>\$112,126.41</del>	<del>\$113,120.78</del>

Middle School Principal  
(225 Days) - 2014-2015

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
		(\$1,339.09)	(\$2,343.39)	(\$3,347.71)	(\$4,352.02)

<del>1</del>	<del>\$72,010.39</del>	<del>\$73,349.48</del>	<del>\$74,353.78</del>	<del>\$75,358.10</del>	<del>\$76,362.41</del>
<del>2</del>	<del>\$74,817.45</del>	<del>\$76,156.54</del>	<del>\$77,160.84</del>	<del>\$78,165.16</del>	<del>\$79,169.47</del>
<del>3</del>	<del>\$77,734.68</del>	<del>\$79,073.77</del>	<del>\$80,078.07</del>	<del>\$81,082.39</del>	<del>\$82,086.70</del>
<del>4</del>	<del>\$80,766.67</del>	<del>\$82,105.76</del>	<del>\$83,110.06</del>	<del>\$84,114.38</del>	<del>\$85,118.69</del>
<del>5</del>	<del>\$83,918.02</del>	<del>\$85,257.11</del>	<del>\$86,261.41</del>	<del>\$87,265.73</del>	<del>\$88,270.04</del>
<del>6</del>	<del>\$87,188.71</del>	<del>\$88,527.80</del>	<del>\$89,532.10</del>	<del>\$90,536.42</del>	<del>\$91,540.73</del>
<del>7</del>	<del>\$90,590.23</del>	<del>\$91,929.32</del>	<del>\$92,933.62</del>	<del>\$93,937.94</del>	<del>\$94,942.25</del>
<del>8</del>	<del>\$94,124.88</del>	<del>\$95,463.97</del>	<del>\$96,468.27</del>	<del>\$97,472.59</del>	<del>\$98,476.90</del>
<del>9</del>	<del>\$97,794.95</del>	<del>\$99,134.04</del>	<del>\$100,138.34</del>	<del>\$101,142.66</del>	<del>\$102,146.97</del>
<del>10</del>	<del>\$101,609.62</del>	<del>\$102,948.71</del>	<del>\$103,953.01</del>	<del>\$104,957.33</del>	<del>\$105,961.64</del>
<del>11</del>	<del>\$101,609.62</del>	<del>\$102,948.71</del>	<del>\$103,953.01</del>	<del>\$104,957.33</del>	<del>\$105,961.64</del>
<del>12</del>	<del>\$101,609.62</del>	<del>\$102,948.71</del>	<del>\$103,953.01</del>	<del>\$104,957.33</del>	<del>\$105,961.64</del>
<del>13</del>	<del>\$105,674.45</del>	<del>\$107,013.54</del>	<del>\$108,017.84</del>	<del>\$109,022.16</del>	<del>\$110,026.47</del>
<del>14</del>	<del>\$109,899.97</del>	<del>\$111,239.06</del>	<del>\$112,243.36</del>	<del>\$113,247.68</del>	<del>\$114,251.99</del>

Middle School Principal  
(225 Days) - 2015-2016

Step	Base	Master's + 15*	Master's + 30*	Master's + 45*	Master's + 60*
		(\$1,352.48)	(\$2,366.82)	(\$3,381.19)	(\$4,395.54)

1	\$72,730.49	\$74,082.97	\$75,097.31	\$76,111.68	\$77,126.03
2	\$75,565.62	\$76,918.10	\$77,932.44	\$78,946.81	\$79,961.16
3	\$78,512.03	\$79,864.51	\$80,878.85	\$81,893.22	\$82,907.57
4	\$81,574.34	\$82,926.82	\$83,941.16	\$84,955.53	\$85,969.88
5	\$84,757.20	\$86,109.68	\$87,124.02	\$88,138.39	\$89,152.74
6	\$88,060.60	\$89,413.08	\$90,427.42	\$91,441.79	\$92,456.14
7	\$91,496.13	\$92,848.61	\$93,862.95	\$94,877.32	\$95,891.67
8	\$95,066.13	\$96,418.61	\$97,432.95	\$98,447.32	\$99,461.67
9	\$98,772.90	\$100,125.38	\$101,139.72	\$102,154.09	\$103,168.44
10	\$102,625.72	\$103,978.20	\$104,992.54	\$106,006.91	\$107,021.26

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11	\$102,625.72	\$103,978.20	\$104,992.54	\$106,006.91	\$107,021.26
12	\$102,625.72	\$103,978.20	\$104,992.54	\$106,006.91	\$107,021.26
13	\$106,731.19	\$108,083.67	\$109,098.01	\$110,112.38	\$111,126.73
14	\$110,998.97	\$112,351.45	\$113,365.79	\$114,380.16	\$115,394.51

\*See Article 16.1-3.

~~High School Principal  
(225 Days) — 2013-2014~~

<del>Step</del>	<del>Base</del>	<del>Master's + 15*</del>	<del>Master's + 30*</del>	<del>Master's + 45*</del>	<del>Master's + 60*</del>
<del>1</del>	<del>\$76,351.46</del>	<del>\$77,677.29</del>	<del>\$78,671.65</del>	<del>\$79,666.02</del>	<del>\$80,660.39</del>
<del>2</del>	<del>\$79,328.43</del>	<del>\$80,654.26</del>	<del>\$81,648.62</del>	<del>\$82,642.99</del>	<del>\$83,637.36</del>
<del>3</del>	<del>\$82,423.58</del>	<del>\$83,749.41</del>	<del>\$84,743.77</del>	<del>\$85,738.14</del>	<del>\$86,732.51</del>
<del>4</del>	<del>\$85,636.89</del>	<del>\$86,962.72</del>	<del>\$87,957.08</del>	<del>\$88,951.45</del>	<del>\$89,945.82</del>
<del>5</del>	<del>\$88,977.47</del>	<del>\$90,303.30</del>	<del>\$91,297.66</del>	<del>\$92,292.03</del>	<del>\$93,286.40</del>
<del>6</del>	<del>\$92,447.57</del>	<del>\$93,773.40</del>	<del>\$94,767.76</del>	<del>\$95,762.13</del>	<del>\$96,756.50</del>
<del>7</del>	<del>\$96,054.03</del>	<del>\$97,379.86</del>	<del>\$98,374.22</del>	<del>\$99,368.59</del>	<del>\$100,362.96</del>
<del>8</del>	<del>\$99,799.11</del>	<del>\$101,124.94</del>	<del>\$102,119.30</del>	<del>\$103,113.67</del>	<del>\$104,108.04</del>
<del>9</del>	<del>\$103,691.90</del>	<del>\$105,017.73</del>	<del>\$106,012.09</del>	<del>\$107,006.46</del>	<del>\$108,000.83</del>
<del>10</del>	<del>\$107,734.68</del>	<del>\$109,060.51</del>	<del>\$110,054.87</del>	<del>\$111,049.24</del>	<del>\$112,043.61</del>
<del>11</del>	<del>\$107,734.68</del>	<del>\$109,060.51</del>	<del>\$110,054.87</del>	<del>\$111,049.24</del>	<del>\$112,043.61</del>
<del>12</del>	<del>\$107,734.68</del>	<del>\$109,060.51</del>	<del>\$110,054.87</del>	<del>\$111,049.24</del>	<del>\$112,043.61</del>
<del>13</del>	<del>\$112,043.34</del>	<del>\$113,369.17</del>	<del>\$114,363.53</del>	<del>\$115,357.90</del>	<del>\$116,352.27</del>
<del>14</del>	<del>\$116,526.98</del>	<del>\$117,852.81</del>	<del>\$118,847.17</del>	<del>\$119,841.54</del>	<del>\$120,835.91</del>

~~High School Principal  
(225 Days) — 2014-2015~~

<del>Step</del>	<del>Base</del>	<del>Master's + 15*</del>	<del>Master's + 30*</del>	<del>Master's + 45*</del>	<del>Master's + 60*</del>
<del>1</del>	<del>\$77,114.97</del>	<del>\$78,454.06</del>	<del>\$79,458.36</del>	<del>\$80,462.68</del>	<del>\$81,466.99</del>
<del>2</del>	<del>\$80,121.71</del>	<del>\$81,460.80</del>	<del>\$82,465.10</del>	<del>\$83,469.42</del>	<del>\$84,473.73</del>
<del>3</del>	<del>\$83,247.82</del>	<del>\$84,586.91</del>	<del>\$85,591.21</del>	<del>\$86,595.53</del>	<del>\$87,599.84</del>
<del>4</del>	<del>\$86,493.26</del>	<del>\$87,832.35</del>	<del>\$88,836.65</del>	<del>\$89,840.97</del>	<del>\$90,845.28</del>
<del>5</del>	<del>\$89,867.24</del>	<del>\$91,206.33</del>	<del>\$92,210.63</del>	<del>\$93,214.95</del>	<del>\$94,219.26</del>
<del>6</del>	<del>\$93,372.05</del>	<del>\$94,711.14</del>	<del>\$95,715.44</del>	<del>\$96,719.76</del>	<del>\$97,724.07</del>
<del>7</del>	<del>\$97,014.57</del>	<del>\$98,353.66</del>	<del>\$99,357.96</del>	<del>\$100,362.28</del>	<del>\$101,366.59</del>
<del>8</del>	<del>\$100,797.10</del>	<del>\$102,136.19</del>	<del>\$103,140.49</del>	<del>\$104,144.81</del>	<del>\$105,149.12</del>
<del>9</del>	<del>\$104,728.82</del>	<del>\$106,067.91</del>	<del>\$107,072.21</del>	<del>\$108,076.53</del>	<del>\$109,080.84</del>
<del>10</del>	<del>\$108,812.03</del>	<del>\$110,151.12</del>	<del>\$111,155.42</del>	<del>\$112,159.74</del>	<del>\$113,164.05</del>

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<del>11</del>	<del>\$108,812.03</del>	<del>\$110,151.12</del>	<del>\$111,155.42</del>	<del>\$112,159.74</del>	<del>\$113,164.05</del>
<del>12</del>	<del>\$108,812.03</del>	<del>\$110,151.12</del>	<del>\$111,155.42</del>	<del>\$112,159.74</del>	<del>\$113,164.05</del>
<del>13</del>	<del>\$113,163.77</del>	<del>\$114,502.86</del>	<del>\$115,507.16</del>	<del>\$116,511.48</del>	<del>\$117,515.79</del>
<del>14</del>	<del>\$117,692.25</del>	<del>\$119,031.34</del>	<del>\$120,035.64</del>	<del>\$121,039.96</del>	<del>\$122,044.27</del>

High School Principal  
(225 Days) - 2015-2016

Step	Base	Master's + 15* (\$1,352.48)	Master's + 30* (\$2,366.82)	Master's + 45* (\$3,381.19)	Master's + 60* (\$4,395.54)
1	\$77,886.12	\$79,238.60	\$80,252.94	\$81,267.31	\$82,281.66
2	\$80,922.93	\$82,275.41	\$83,289.75	\$84,304.12	\$85,318.47
3	\$84,080.30	\$85,432.78	\$86,447.12	\$87,461.49	\$88,475.84
4	\$87,358.19	\$88,710.67	\$89,725.01	\$90,739.38	\$91,753.73
5	\$90,765.91	\$92,118.39	\$93,132.73	\$94,147.10	\$95,161.45
6	\$94,305.77	\$95,658.25	\$96,672.59	\$97,686.96	\$98,701.31
7	\$97,984.72	\$99,337.20	\$100,351.54	\$101,365.91	\$102,380.26
8	\$101,805.07	\$103,157.55	\$104,171.89	\$105,186.26	\$106,200.61
9	\$105,776.11	\$107,128.59	\$108,142.93	\$109,157.30	\$110,171.65
10	\$109,900.15	\$111,252.63	\$112,266.97	\$113,281.34	\$114,295.69
11	\$109,900.15	\$111,252.63	\$112,266.97	\$113,281.34	\$114,295.69
12	\$109,900.15	\$111,252.63	\$112,266.97	\$113,281.34	\$114,295.69
13	\$114,295.41	\$115,647.89	\$116,662.23	\$117,676.60	\$118,690.95
14	\$118,869.17	\$120,221.65	\$121,235.99	\$122,250.36	\$123,264.71

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\*See Article 16.1-3.

**Compensation**

Ratification of the contract includes a 1.0% salary increase to the 2014-2015 salary tables calculated as in prior years retroactive to the first full pay period of the contracted 2015-2016 contracted school year (August 12, 2015).

In addition, the District paid the employee portion of the July 2015 PERS increase (1.125%).

**Salary Reopener**

If any District bargaining unit receives an increase to its salary schedule (exclusive of reclassification and adverse interest arbitration award) in excess of 1.125% during the term of this agreement, then this Agreement shall be automatically re-opened to negotiate over Article 16 – Professional Compensation.

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**16.1-2 Placement on the Salary Schedule**

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16.1-2-1

In-District Promotions: Placement on the Administrative Salary Schedule will be on the appropriate column at the step that provides at least a 3.0% salary schedule increase above the new administrator's next year contract between the licensed employee and the Carson City School District. Administrators may not be paid above the top step in the appropriate column.

16.1-2-2

Outside District Hiring: Placement on the Administrative Salary Schedule will be at the appropriate column and base salary step as deemed appropriate by the Director of Human Resources.

16.1-2-3

Promotions on the Administrative Salary Schedule: Once an Administrator is paid on the Administrator's salary schedule, future promotions will be at the step in the new column that is equal to the number of whole contracted years the Administrator was to be paid on the Administrator's salary schedule or that provides at least a 3.0% salary schedule increase above the administrator's prior year contract with Carson City School District. Administrators may not be paid above the top step in the appropriate column.

16.1-2-4

"Appropriate column" used in this section means the column corresponding to the Administrative classification into which the employee is promoted or hired. "Prior year contract" used in this section includes compensation subject to Nevada PERS contributions but excludes all supplemental compensation earned pursuant to Article 14 of the OCEA Contract.

16.1-2-5

Initial placement on the Administrative Salary Schedule above step 1 does not denote years of Administrative service which is computed as whole contracted years on the Administrative Salary Schedule in the Carson City School District.

16.1-3

In addition to the salary set forth in 16.1-A, all administrators who have earned additional educational increments above the Master's Degree will be compensated as follows:

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Master's + 15 Credits:	2.0% of Step 2 of Elementary School Principal Base Salary
Master's + 30 Credits:	3.5% of Step 2 of Elementary School Principal Base Salary
Master's + 45 Credits:	5.0% of Step 2 of Elementary School Principal Base Salary
Master's + 60 Credits or Ph.D.	6.5% of Step 2 of Elementary School Principal Base Salary

**16.2**

The School District agrees to pay the administrative employee's contribution to the Public Employees Retirement System.

### 16.3 Longevity Increments.

#### 16.3-1

A stipend of \$650 will be added to the base pay of each employee who has completed fifteen years of eligible service. Effective for the 2012-2013 school year a stipend of \$800 will be added to the base pay of each employee who has completed fifteen years of eligible service.

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#### 16.3-2

A stipend of \$1500 will be added to the base pay of each employee who has completed twenty years of eligible service. Effective for the 2012-2013 school year a stipend of \$1700 will be added to the base pay of each employee who has completed twenty years of eligible service. The stipend in section 16.3-2 is not added to the stipend in section 16.3-1.

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#### 16.3-3

A stipend of \$2000 will be added to the base pay of each employee who has completed twenty-five years of eligible service. The stipend in section 16.3-3 is not added to the stipend in section 16.3-1 and 16.3-2.

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The above stipends are payable on or before June 30<sup>th</sup>.

### 16.4 Administrative Hourly Rate

#### 16.4-1

From time to time administrators who work 207, 203 or 190 days may be called upon to participate in interviews of applicants for positions with the District. In addition, the Superintendent may require attendance at meetings and conferences held within 10 days prior to or 8 days after the end of school or during the school year. The interviews and required meetings will be considered as part of their required working days.

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#### 16.4-2

Only upon obtaining the prior approval of the Superintendent, administrators who work less than twelve months and who have worked their required 207, 203 or 190 days accordingly and are called for work between 8 days after the end of school and 10 days before the start of the next school year, will be paid an administrative hourly rate determined by dividing the zero step of the elementary principal column by 1600 hours. This is exclusive of interviews. Time spent interviewing between the 8 days after and the 10 days prior to the next school year will be considered as time worked in that succeeding school year.

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**ARTICLE 17--PERS – CHANGES TO CONTRIBUTION RATE**

**17.1**

When **increases** to PERS Contribution Rate occur for regular members, the appropriate condition will begin on the effective date of the retirement contribution rate increase:

**17.1-1**

When regular members (employees) are not receiving a pay increase, the Administrators Association pay schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate (NRS 286.421(3))

**17.1-2**

When regular members (employees) are to receive a pay increase equivalent to one-half the amount of change to the PERS Contribution Rate there will be no change to the Administrators Salary Schedule. The member in this case is paying his portion of the rate increase in lieu of an equivalent pay increase.

**17.1-3**

When regular members (employees) are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, The pay increase will be reduced by the one-half difference in the PERS Contribution Rate Increase. The member in this case is paying his portion of the rate increase by salary reduction.

**17.2**

When **reductions** to the PERS Contribution Rate occur for regular members, the appropriate condition will begin on the effective date of the retirement contribution rate reduction:

**17.2-1**

When regular members (employees) are not receiving a pay increase, the Administrators pay schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.

**17.2-2**

When regular members (employees) are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the Administrators Salary Schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.

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**17.2-3**

When regular members (employees) are receiving a pay increase greater than one-half of the difference in the reduction of the PERS Contribution Rate, then pay increase will be increased by that one-half reduction in the PERS Contribution Rate, and by any additional pay increase. The member in this case is paying his portion of the rate increase through a salary increase.

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**ARTICLE 18--HEALTH INSURANCE**

**18.1**

The Carson City School District will contribute the single employee premium for all full time administrative employees on the payroll an average of twenty hours or more per week. I the event that the single employee premium for said employees should increase prior to the expiration of the contract or prior to a subsequent contract being negotiated between the parties, the District shall pay such increase in the single employee premium contribution during such interim period.

**18.2**

The School Board may advertise for bids from another carrier. The level of insurance coverage for any new proposal secured by the School Board of the Carson City School District shall be subject to negotiations pursuant to NRS 288.150 (f).

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**18.3**

The Association will allow the District to add an additional medical plan option to the existing medical plans which may be selected by employees during open enrollment periods as an alternative to the existing group medical care coverage.

**18.4**

The School District also agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier.

**18.5**

Effective July 1, 2003 employees retiring or terminating employment with compensation due in connection with unused annual leave, sick leave, or other separation payments will be paid in the form of deferred compensation through a defined 401 (A) special pay plan with a third party administrator. Employees are immediately 100% vested in all contributions to the plan.

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**18.6**

District Insurance Committee – Subject to approval of all four (4) District bargaining units the Association shall appoint two (2) of its members to serve on the District Insurance Committee with the authority to make recommendations to the Board of Trustees on health insurance plan design and level of benefits. The recommendations by the District Insurance Committee are binding on all four (4) District bargaining units. The District Insurance Committee will be composed of two (2) voting members appointed by the District Superintendent, two (2) voting members appointed by the Administrators Associations, two (2) voting members appointed by the Classified Association, two (2) voting members appointed by the Nurses Association and two (2) voting members appointed by the Teachers Association. A recommendation to the Board of Trustees requires at least six (6) votes of ten (10) voting members. The Director of Human Resources shall serve as the non-voting chair of the District Insurance Committee.

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**ARTICLE 19--LIFE INSURANCE**

**19.1**

The Carson City School District will provide all administrative employees life insurance coverage of \$20,000.00. [Age Reduction: Coverage amounts for the employee reduce 35% at age 70, an additional 20% at age 75, an additional 15% at age 80 and a final 10% at age 85.]

**ARTICLE 20--NO STRIKE/WORK STOPPAGES**

It is hereby agreed by the Association that there will be no strikes, stoppages of work or slowdown of the operations of the School District during the term of this Agreement.

**ARTICLE 21--DUES DEDUCTIONS**

**21.1**

The School District shall deduct dues from the salaries of members covered by this Agreement exclusively for:

- a. the CCAAA; and
- b. the Nevada Association of School Administrators.

**21.2**

All requests for such deductions must be in accordance with the laws of Nevada (NRS 608.110). Those monies so deducted will be promptly transmitted to the Associations listed in 19.1 above.

**21.3**

The CCAAA will certify to the School District in writing the current rate of membership dues. The School District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

**21.4**

The deductions referred to in this Article will be made in equal installments once each month during the school year. The School District will not be required to honor for any month's deduction any authorization that is delivered to it later than the fifteenth (15th) of the month prior to the distribution of the payroll from which the deduction is to be made.

**21.5**

The CCAA  
A will provide the authorization forms required for dues deductions.

**ARTICLE 22--GENERAL SAVINGS CLAUSE**

**22.1**

If any provision of this Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE 23--PROGRESSIVE DISCIPLINE**

**23.1**

Except as otherwise provided by this Agreement, demotion, suspension, dismissal and non-renewal action taken against administrators covered by this Agreement shall comply with all provisions of NRS Chapter 391 as amended.

**23.2**

Demotion, suspension, dismissal and non-renewal actions taken against administrators in accordance with NRS 391 shall be, whenever appropriate, progressive in nature and shall be reasonably related to the nature of the problem.

**23.3**

Any observation which results in an unsatisfactory written evaluation or a direction for change shall be called to the attention of the administrator, in writing, within fifteen (15) working days after the observation.

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## ARTICLE 24--TRANSFERS

### 24.1

Upon a vacancy an administrator may request to be considered for a lateral transfer (i.e., within the same pay column) or at a lower pay column (i.e., from elementary principal to secondary vice principal, column three to column two). The lateral transfer applicant will not have to take part in any reexamination or compete in a promotional elimination process to be considered for a lateral transfer. The District is not obligated to grant such transfer requests and it may choose to fill any vacancy in the normal promotional process. However, a request for transfer for an administrative position shall be announced prior to the normal promotion process within the District, or prior to announcement for outside the District applications.

### 24.2

Administrators not granted a transfer request shall have the reasons for the denial of transfer stated in writing upon request.

## ARTICLE 25--BUILDING ADVISORY COMMITTEES

### 25.1

The purpose of Building Advisory Committees is to increase communication between building administrators and faculty at each school.

Any recommendations from these Committees are advisory only.

## ARTICLE 26--LAYOFFS/REDUCTION IN FORCE PROCEDURE

### 26.1

The District retains the sole right to determine when a reduction in force is necessary due to lack of funds as provided in NRS 288.150(3)(b), restructuring required by NCLB, reduction of students or District reorganization including closure of school(s) and what school(s) and at what administrative level such a reduction will occur. The Association will be consulted by the Superintendent in the event of a reduction in force to help determine how its membership will be affected. As allowed by NRS 391.3116 reduction in force including refusal to reemploy for reduction of students or District reorganization shall be pursuant to this Article and not NRS Chapter 391. Except as expressly provided in sections 26.2.3 and 26.2.4 implementation of reduction in force does not allow more senior Administrators to bump or displace less senior Administrators. The District and Association agree that where possible the most qualified employees shall be retained in any layoff or reduction in force. Implementation of the provisions of this Article is within the sole discretion of the Superintendent and is not subject to the grievance procedure except to appeal procedural violations of this Article.

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## 26.2

Subject to the determinations in 26.1 above, the District agrees to the following:

### 26.2.1 *Volunteers*

Administrative employees who volunteer to vacate a position affected by the reduction in force by retirement, resignation, or reassignment will be the first to be reduced in force.

### 26.2.2 *Evaluations/Admonitions*

If the necessary reductions cannot be made at school(s) identified for reduction in force through voluntary means, as outlined in 26.2.1, then employees who have received unsatisfactory evaluation(s) in the current assignment or written admonition(s) within the period allowed by NRS 391.313 will next be reduced in force as solely determined by the Superintendent.

### 26.2.3 *Use of Seniority in RIF*

If the necessary reductions cannot be made at school(s) identified for reduction in force as provided in 26.2.1 or 26.2.2, then the reduction in classification(s) and at school(s) identified for reduction in force shall be determined by the Superintendent who will identify administrator's to be laid off. If the administrator to be laid off is a Vice Principal (who does not have an unsatisfactory evaluation or written admonition in the current administrative assignment) then the Vice Principal may resign or choose to displace a less senior Dean who will be laid off. In the event the Vice Principal declines to exercise such options, he/she shall be laid off. Seniority based on total years with the District as an administrator will only be used in determining whether the Dean is less senior than the Vice Principal. If the Vice Principal and Dean have the same District administrative experience then total administrative experience shall be the tie-breaker. If the tie cannot be broken based on total administrative experience then total District experience as an administrator and a teacher shall be the tie breaker. If the above tie breakers do not break the tie then the tie will be broken by flipping a coin.

### 26.2.4 *RIF Due to Closure of an Elementary School*

Elementary Principals who become subject to a reduction in force due to closure of school may choose to displace the least senior Vice Principal at one of the remaining Elementary Schools at no penalty to salary within one year or must be laid off. The least senior Elementary Vice Principal is determined based on total years with the District as an administrator. If two or more Elementary Vice Principals have the same District administrative experience then total administrative experience shall be the tie breaker. If the tie cannot be broken based on total administrative experience then total District experience as an administrator and a teacher shall be the tie breaker. The least senior Elementary Vice Principal choose to displace a less senior Dean as provided in 26.2.3 (which Dean will be laid off) or resign or be laid off.

At the end of the year where there was no salary reduction pursuant to this section the administrator will be paid at a salary commensurate to the administrative assignment in the second year.

26.2.5 *Transfer and Reassignment to Teaching Positions*

When no other administrative positions is available, administrators who become subject to a reduction in force will be given priority for any available teaching positions that are consistent with their licensure and qualifications if available and consistent with and not in conflict with the OCEA Agreement.

26.2.6 *Reduction in Force and Seniority*

Administrators who become subject to a reduction in force shall not lose their administrative seniority, regardless of the position to which they are transferred or reassigned.

26.3 *Recall From a Reduction in Force*

Administrators who have become subject to a reduction in force shall be recalled to available administrative positions (below level of Principal) starting with the most senior administrator and working backwards to the least senior administrator, provided that the administrator continues to be licensed and qualified for any available position in the District as determined by the Superintendent.

26.3.1 *Right of Recall Notice*

The District shall notify affected administrators by certified mail, to the last known address of the administrator, of the availability of administrative positions in the district. The administrator who has been notified shall have 10 business days (Monday through Friday not including observed holidays) after signed receipt of certified letter to respond in writing to the notice with his or her acceptance or rejection of the offer. If the administrator accepts the position, he or she shall have 20 calendar days to return to work, or the offer will be withdrawn. Recall will involve site panel interview where administrative classification (Principal, Vice Principal or Dean) was not previously occupied by recalled administrator or where NCLB which would not permit recall based on reverse seniority.

26.3.2 *Right of Recall, Limitations*

The right to recall for administrators that have become subject to a reduction in force, including the right of notice outlined in 26-3-1, shall continue for a period of one year from the effective date of the reduction/layoff up until the day before the beginning of the school year. If, however, within the one-year period, an administrator refuses a district position for which he or she is licensed and qualified, the administrator's recall rights shall be forfeited.

26.3.3 *Right of Recall as a Teacher*

See Ormsby County Employees Association contract section 20.7.

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ARTICLE 27--TERM OF AGREEMENT

27.1

This Agreement, when ratified by both parties, shall become effective July 1, 201<sup>5</sup> and shall remain in effect until June 30, 201<sup>6</sup>.

a. The District may reopen the Agreement to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

27.2

This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.

CARSON CITY BUILDING ADMINISTRATORS

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Negotiations Chairman

\_\_\_\_\_  
Date

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▼ CARSON CITY BOARD OF SCHOOL TRUSTEES

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

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Date

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Appendix A

**Memorandum of Understanding – Administrative Salary Schedules:** The District and Association will negotiate over possible realignment of Administrative Salary Schedules in their upcoming FY 2017 negotiation with possible implementation by the beginning of the 2016-2017 contracted school year.

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**COMPREHENSIVE AGREEMENT**  
**BETWEEN THE**  
**CARSON CITY SCHOOL DISTRICT**  
**AND THE**  
**CARSON EDUCATIONAL SUPPORT ASSOCIATION**

**2015 – 2016**

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**COMPREHENSIVE AGREEMENT  
BETWEEN THE  
CARSON CITY SCHOOL DISTRICT  
AND THE  
CARSON EDUCATIONAL SUPPORT ASSOCIATION**

**2015 - 2016**

**ARTICLE 1--AGREEMENT**

- 1.1 This Agreement is made and entered into this 1<sup>st</sup> day of July 2013, by and between the Board of School Trustees, hereinafter referred to as the "School Board" and Carson Educational Support Association, herein referred to as the "Association".
- 1.2 This Agreement does not apply to confidential employees.

**ARTICLE 2--PREAMBLE**

- 2.1 Whereas, the parties recognize that the Board of Trustees is charged by law with the duty and responsibility of operating a public school system; and whereas, wages, hours and other terms and conditions of employment of classified school employees are matters of mutual concern to the Board of Trustees and the Association; and whereas, members of the classified employees in the District have the right to join, or not join, any organization for their professional or economic improvements; therefore, it is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto: to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; and to set forth here in article form to agreements between parties as set forth in Nevada Revised Statutes Chapter 288.

**2.2 Non-Discrimination Clause**

The District and the Association agree not to discriminate against any person on the basis of race, color, national origin, sex, disability, age, or on any other basis protected by state or federal law, and it provides equal access to the Boy Scouts of America and other designated youth groups.

**ARTICLE 3--CLASSIFIED EMPLOYEE ADVISORY COUNCIL**

- 3.1 A Classified Employee Advisory Council shall be established to consist of representatives from one or more occupational series in the District. Employee members of the Council shall be elected by vote of the personnel of each occupational series defined in Article 3, paragraph B of the Employee Advisory Council at the commencement of each school year. Elections will be held in December of each year by groups listed in paragraph B for a two year term with one half being elected on the even year and one half being elected on the uneven year. Only in September of 1997, members will draw for the one-year term to set up the process. If, during the course of the school year, a member of the Employee Advisory

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Deleted: , as set forth in federal or state law, against its employees or its members based upon race, creed, color, national origin, sex, age or physical handicaps.

Council resigns, that member shall be replaced by appointment of the President of the Association.

**3.2** Membership of the Employee Advisory Council shall consist of Association members only as follows:

<u>Employee Class</u>	<u># Members</u>	<u>Year</u>
1. Custodians/Building/Grounds/Maintenance/Warehouse/Technology and Related Classes	One (1)	Odd
2. Accounting/Clerical/Secretaries and Related Classes	One (1)	Odd
3. Food Services and Related Classes	One (1)	Even
4. Transportation and Related Classes	One (1)	Odd
5. Instructional Support and Related Classes	One (1)	Even

**3.3** The Employee Advisory Council shall meet from time to time during the school year in a manner mutually agreeable to the members. The Council shall seek the following objectives:

3.3-1 To gather information and make recommendations to the superintendent and to the Board of Trustees relating to the establishment of a fair, effective and uniform method of accomplishing employee evaluations, including evaluation forms, criteria and procedures.

3.3-2 To improve the morale of the District classified staff.

3.3-3 To apprise a principal, the superintendent, or the Board of Trustees, as the case may be of actual or potential problems involving the classified staff at any area.

3.3-4 To secure the maximum involvement of all members of the classified staff is the primary goal of the District.

3.3-5 To improve communications between school administration and members of the classified staff.

**3.4** To accomplish the objectives established for the Employee Advisory Council, the Council shall meet to discuss school operations, may meet with the superintendent or his/her designated representative, and attend any meeting of the Board of Trustees, upon advance notice of their desire to do so.

**3.5** Nothing contained herein shall be construed, or is intended, to require involvement of the Employee Advisory Council in the discussion or arbitration of grievances, as that procedure is outlined elsewhere in this Agreement. However, the recommendations or findings of the Council may be made available to any party in connection with such grievance procedures.

## ARTICLE 4--DEFINITIONS

4.1 The term "**NRS 288**" as used in the Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.

4.2 The term "**employee**" as used in this Agreement shall refer to all Carson City School District classified employees included in the bargaining units covered by Article 4 of this Agreement and who are regularly scheduled to work at least four hours per day or twenty hours per week.

"Employees" are covered by this Agreement unless otherwise noted.

4.3 The term "**supervisory**" shall mean any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, evaluate, or discipline other employees.

4.4 The term "**Association**" as used in this Agreement shall mean the Carson Educational Support Association.

4.5 The term "**superintendent**" as used in this Agreement shall mean the superintendent of schools of the Carson City School District or his/her designated representatives.

4.6 The term "**District**" as used in this Agreement shall mean the Carson City School District.

4.7 The term "**School Board**" as used in this Agreement shall mean the Board of School Trustees of the Carson City School District.

4.8 The term "**days**" as used in this Agreement shall mean working days, rather than calendar days, unless otherwise indicated.

4.9 The term "**temporary employee**" as used in this Agreement is a person hired on a temporary basis for completion of a special project or task, an emergency, satisfying abnormal workloads or for seasonal needs. Temporary employees may not work for more than 20 consecutive weeks out of 52 weeks per year.

Temporary employees are not covered by the terms of this Agreement.

4.10 The term "**substitute employee**" as used in this Agreement means any person hired to fill in for an absence. A substitute may hold such position only until the absent employee returns to work.

Substitute employees are not covered by the terms of this Agreement.

4.11 The term "**part time employee**" as used in this Agreement is a person who is regularly scheduled to work less than four hours per day or less than twenty hours per week. Part time employees are not covered by the terms of this Agreement.

## ARTICLE 5--RECOGNITION

- 5.1 The School Board recognizes the Association as the exclusive bargaining agent as defined in NRS 288.027 for the bargaining unit of all classified employees, supervisory and non-supervisory personnel of the District as fully set forth as "CLASSIFIED EMPLOYEE UNITS" in this Article and acknowledges the receipt of: a) a copy of its constitution and by-laws, b) a roster of its representatives and officers, c) a pledge not to strike as required in NRS 288, and d) a verified membership list.
- 5.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for the exclusive use of the Association.
- 5.3 Recognition shall entitle the Association to payroll deductions of membership dues as outlined in Article 14.
- 5.4 Nothing in this Agreement shall limit the authority of the District to classify positions.
- 5.5 The District shall consult with the Association as to the appropriateness of inclusion in one of the bargaining units of any new classification(s) added to the classified salary schedule during the term of this Agreement in accordance with NRS 288.170.
- 5.6 **Classified Employee Units:**
- 5.6-1 Supervisory Bargaining Unit:
- Accountant
  - Administrative Secretary
  - Administrative Secretary (CMS/EVMS/Adult Ed. – DAC)
  - Administrative Secretary II
  - Building Maintenance Supervisor
  - Cafeteria Manager
  - Cafeteria Manager - CHS
  - Central Kitchen Manager
  - Coordinator of Nutrition Services
  - DHH (Deaf and Hard of Hearing) Interpreter Specialist
  - Director of Nutrition Services
  - Fleet and Equipment Maintenance Coordinator
  - Grounds Supervisor
  - Lead Custodian I
  - Lead Custodian II
  - Lead Custodian III
  - Lead School Safety Officer
  - Library Media Technician
  - Office Manager
  - Office Manager – (Elementary DAC)
  - Operations Coordinator
  - Senior Account Technician

System Administrator and Security Officer – Fiscal Services  
Transportation Bus Driver Trainer  
Transportation Department Supervisor  
Transportation Route/Driver Coordinator  
Warehouse Coordinator

Warehouse/Purchasing Supervisor

5.6-2 Non-Supervisory Bargaining Unit:

Account Clerk II  
Account Clerk III  
Account Clerk IV  
Account Technician  
Administration Office Specialist  
Administration Office Specialist (Transportation/Nutrition Services – DAC)  
After-School Program Coordinator  
Attendance Office Specialist  
Automotive Service Worker  
Building Maintenance Worker  
Bus Attendant, Disabled Students  
Bus Driver  
Chief Equipment Mechanic  
Clerical Assistant  
Clerk Secretary  
Cook/Baker  
Cook/Baker II  
Cook/Baker III  
Computer Network Support Tech.  
Communications/PC Technician  
Custodian  
DHH Interpreter: Apprentice  
DHH Interpreter: Intermediate  
DHH Interpreter: Advanced  
Disabled Students' Bus Driver  
Distance Education Coordinator  
Equipment Mechanic  
Groundskeeper  
Head Custodian  
High Tech Center Coordinator  
Home Advocate  
Human Resources Clerk Specialist  
Library Media Clerk  
Library Media Clerk – CHS  
Library Media Clerk/Senior Project Coordinator - CHS  
Instructional Assistant I  
Instructional Assistant II  
Instructional Assistant III

Instructional Assistant IV  
Insurance Benefits Coordinator  
Inventory Specialist - Nutrition Services  
Inventory Specialist - Material Services  
Inventory Specialist II - Material Services  
JAG (Jobs for America's Graduates) Specialist  
Library Media Clerk  
Library Media Clerk – CHS  
Library Media Clerk/Senior Project Coordinator – CHS  
Mail Delivery Driver  
Medicaid Analyst  
Office Specialist  
ParaProfessional I  
ParaProfessional II  
ParaProfessional III  
ParaProfessional IV  
ParaProfessional – ESL  
ParaProfessional Home Advocate  
Registrar  
RTI Liaison  
RTI Specialist  
School Safety Officer  
Senior Groundskeeper  
Senior Office Specialist  
Senior Office Specialist II  
Senior Office Specialist II (CHS/Pioneer – DAC)  
Senior Office Specialist II – IEP Data Facilitator  
Skilled Building Maintenance  
Special Instructional Assistant – ESL  
Substitute Bus Driver  
Transition Employment Specialist  
Transition Employment Specialist Assistant  
Typist Clerk I  
Typist Clerk II  
Utility Custodian  
Warehouse/Delivery Driver  
Warehouse Specialist

**\*In 2005 certain positions within the Clerical and Secretarial Class were given Pay Grade increases due to increased responsibilities. The added responsibilities are directly associated with being a Distributive Accountability Center (DAC) Manager.**

**ARTICLE 6--NO STRIKE AGREEMENT**

The Association recognizes the public policy as expressed in NRS 288.230 in which the Nevada Legislature declared:

That the services provided by the School District as an employer are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety and welfare of the people.

That the continuity of such services is likewise essential and their disruption incompatible with the responsibility to the people; and

It is the public policy of the State of Nevada that a strike against the School District as a Local Government Employer is illegal.

The Association agrees to act and conduct its affairs in accordance with this policy. The Association, its officers and agents, agree further that they shall not support any strike against the Carson City School District nor shall they engage in or support any action to impair the rendering of such essential services by the District.

## **ARTICLE 7--GRIEVANCE PROCEDURE**

### **7.1 Purposes**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which arise. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

### **7.2 Definitions**

7.2-1 A "**grievance**" is a complaint by an employee, group of employees, or the Association based upon an alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement.

7.2-2 A "**continuing grievance**" is a grievance based on an act or condition which actively recurs on a periodic basis. For example, the District underpays an employee by \$10.00 on each paycheck. A grievance based upon this act by the School District would be a continuing grievance.

7.2-3 An "**aggrieved person**" is an employee, a group of employees of the Association, asserting a grievance.

7.2-4 A "**party of interest**" is any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.

7.2-5 The term "**days**" when used in this Article shall, except where otherwise indicated, mean working days rather than calendar days.

### **7.3 Time Limits**



- 7.3-1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the parties, by mutual agreement, may extend the number of days at any level to a specific date.
- 7.3-2 If an employee, group of employees, or the Association does not file a grievance or a continuing grievance in writing as provided herein within ten (10) working days after the employee, group of employees, or the Association knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.
- 7.3-3 Failure at any level in this procedure to appeal a grievance in writing within the required time limits shall be deemed as withdrawn.
- 7.3-4 When a grievance is taken to arbitration, no new evidence will be submitted by either party.

#### **7.4 Procedures**

##### 7.4-1 Level One - Supervisor

- 7.4-1-1 If an employee feels that he has a grievance, he shall first discuss the matter informally with the supervisor to whom he is directly responsible and may request the presence of the school's grievance representative.
- 7.4-1-2 If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he shall submit his/her claim as a formal grievance in writing to his supervisor and to the Association's school grievance representative, and to the superintendent within ten (10) working days after the employee, group of employees, or Association knew of or should have known of the act or condition on which the grievance is based.
- 7.4-1-3 The supervisor shall, within ten (10) working days, render his/her decision and the reasons therefore, in writing on the prescribed form to the aggrieved, with a copy to the Association's school grievance representative and to the superintendent.

##### 7.4-2 Level Two - Superintendent of Schools

- 7.4-2-1 If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance in writing, he shall file the written grievance with the superintendent within ten (10) working days after the decision was rendered or was due at Level One.

7.4-2-2 The superintendent of schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) working days after receipt of the written appeal of a hearing, the superintendent or his/her representative shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party a full transcript shall be prepared and the cost shared by both parties.

The superintendent shall, within ten (10) working days after the hearing, render his decision and reasons therefore in writing to the aggrieved person, supervisor, or appropriate administrator and the Association.

7.4-2-3 Notification of step two grievance hearings shall be mailed to the grievant at least five (5) working days prior to the hearing.

#### 7.4-3 Level Three - Arbitration

7.4-3-1 If the aggrieved is not satisfied with the disposition of the grievance at Level Two, the Association may, within ten (10) working days after the decision was rendered or should have been rendered by the Superintendent, notify the District in writing that it wishes to take the grievance to binding arbitration.

7.4-3-2 Within ten (10) working days after written notice of submission to arbitration, the superintendent and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association and the selection made following the procedures contained in NRS 288.200.

7.4-3-3 The arbitrator's recommendations shall be submitted in writing to the aggrieved, the Superintendent and the Association only, and shall set forth his findings of fact, reasons, and recommendations on the specific issue(s) submitted. The arbitrator's recommendations shall be binding and shall be consistent with the law and with the terms of this Agreement.

7.4-3-4 The costs of the services of the arbitrator shall be borne by the party that has not prevailed. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator.

7.4-3-5 If the arbitrator's award would cost the District in excess of 1/4 (one-quarter) cent of the tax rate for any one specific grievance, or 1/2 (one-half) cent of the tax rate in the aggregate (more than one grievance) during the term of the Agreement, then the School Board shall have final authority.

At the next meeting of the School Board, the decision of the arbitrator and any other information shall be presented to the School Board for

consideration and both parties shall have the opportunity to present their positions before the School Board takes final action on the grievance.

7.4-3-6 Arbitration awards on dismissal cases for employees with three years of full-time, continuous employment with the District, shall be binding (refer to Article 8).

7.4-3-7 In cases involving discharge, in the event an arbitrator cannot be mutually agreed upon, the parties agree to utilize and be bound by the Rules for Expedited Arbitration of the American Arbitration Association, except and provided, however, each party reserves the right by either party, the parties agree to obtain a list from the American Arbitration Association of five (5) arbitrators participating in expedited arbitrations from which an arbitrator will be selected following the procedures contained in NRS 288.200.

## **7.5 Rights of Employees to Participation**

7.5-1 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.

7.5-2 Any party in interest may be represented at any level of the formal grievance procedure by a person of his own choosing.

7.5-3 The Association has a right to be present during the resolution of a grievance even though the employee did not request the Association's presence. Grievances resolved between the District and the employee shall not be used for precedential value against the Association if the Association did not participate in the resolution.

## **7.6 Miscellaneous**

7.6-1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance may begin at Level Two. If the superintendent determines the matter can be resolved at Level One, he may require the grievance start at Level One.

7.6-2 Appeals and decisions rendered at all levels of the formal grievance procedure shall be in writing on or attached to the appropriate form, and shall set forth the decisions and reasons therefore.

7.6-3 All documents, communications and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants.

7.6-4 Forms for filing and processing grievances, and other necessary documents shall be jointly prepared by the parties and distributed by the Association. If forms are not available at the time, a grievance may be presented in letter form.

- 7.6-5 A grievance may be withdrawn at any level by the aggrieved without prejudice.
- 7.6-6 The remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted, shall be pursuant to the foregoing grievance procedure provided, however, that nothing contained herein shall deprive any party of any legal right.
- 7.6-7 In the event there is a question as to whether a specific grievance is arbitrable, such a threshold issue shall be considered first in the arbitration hearing and no evidence shall be given as to the merits of the grievance. If the arbitrator finds the issue not arbitrable, no further consideration of the grievance shall be allowed. If the arbitrator finds the issue arbitrable, he shall proceed to hear the grievance. If the arbitrator is unable to make such a determination at that time, then he may proceed to hear the grievance even though no decision will be rendered on the grievance if he subsequently determines the issue is not arbitrable.
- 7.6-8 Any and all time limitations as set forth in this section may be extended by agreement of the parties.
- 7.6-9 Arbitration awards that involve retroactivity shall not be made retroactive more than ten (10) working days prior to the date of filing of the grievance or continuing grievance.
- 7.6-10 The administration will cooperate with the Association in its investigation of any grievance and further, will furnish the Association with such information pertinent and available as is required for the processing of the same grievance.

**7.7 Policies and Administrative Regulations--Complaint Procedure**

- 7.7-1 The Policies and Administrative Regulations have been established by the School Board to help carry out its responsibilities. Both parties agree that Policies and Administrative Regulations are not a part of the Agreement and as such are completely outside the scope of this Agreement.
- 7.7-2 The parties hereby recognize the existence of Policies and Administrative Regulations of the District (to which the employees covered by the Agreement are bound, which are subject to change by the School Board and related to subject matter not covered by the provisions of this Agreement). The parties agree that any dispute arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed in accordance with the School Board Regulations.

**ARTICLE 8--SUSPENSION, WARNING NOTICES, DEMOTION AND DISCHARGE**

**8.1 Disciplinary Actions**

The District shall not suspend a permanent employee without pay, or demote or discharge a permanent employee as a disciplinary action without just cause.

## **8.2 Appeals**

8.2-1 Permanent employees who are suspended without pay, who are demoted or discharged as a disciplinary measure may appeal such action through the grievance procedure (see Article 7).

8.2-2 In the event the appeal reaches Level Three (arbitration), the sole issue upon which the arbitrator is to render an opinion shall be whether or not there was just cause for the District to take the specific disciplinary action which was taken. The arbitrator can only affirm or reverse the disciplinary action.

8.2-3 The provisions of this Article shall not be available to probationary employees. A probationary employee is one who has not completed twelve months of full-time regular and continuous employment with the District.

The probationary period of an individual employee may be extended for no more than three months by his/her immediate supervisor/administrator.

A probationary employee may request, in writing, to his/her supervisor/administrator that the superintendent reduce or extend the probationary period.

## **8.3 Progressive Discipline**

The parties agree that the general principles of progressive discipline are to be used when considering disciplinary action. To that end the District has developed, in conjunction with the Association, a disciplinary manual titled "Classified Procedure Manual, Progressive Employee Discipline". The District agrees to follow the disciplinary procedures outlined in that manual and further agrees not to modify the manual without first obtaining written approval from the Association.

8.3-1 On an annual basis, the District and the Association shall update the Classified Procedure Manual, Progressive Employee Discipline. The manual shall be reviewed periodically and updated as needed.

8.3-2 All classified supervisors shall be trained in the correct procedure of the updated Classified Procedure Manual, Progressive Employee Discipline. All classified supervisors shall be trained in the 2009-2010 school year with continuing training every two years.

8.3-3 All Classified Employees shall receive a copy of the current updated Classified Procedure Manual, Progressive Employee Discipline. All new classified employees, after they have successfully reached their one year probationary period, shall receive

a copy of the manual. Training for all supervisory level classified employees shall receive training every two years. CESA and the District will collaborate in the planning, preparation and training of classified staff.

## ARTICLE 9--LEAVE OF ABSENCE

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### 9.1 Annual Leave

9.1-1 Newly hired employees who earn benefits:

9.1-1-1 Begin earning vacation time the first month.

9.1-1-2 May not take vacation until satisfactory completion of the first six months continuous service.

9.1-1-3 May not be issued vacation pay if terminated before completion of the first six months continuous service.

9.1-2 To use vacation time:

9.1-2-1 Obtain supervisor's approval in advance--on the "Personal Leave or Annual Leave Request" form provided by the District.

9.1-3 Accrual of annual leave:

9.1-3-1 Full-time classified employees (who work an 8 hour day) accrue annual leave as follows:

- a. employees who have one (1) year but less than four (4) years of service will receive ten (10) days;
- b. employees who have four (4) years but less than eleven (11) years of service will receive fifteen (15) days;
- c. employees who have eleven (11) years or more of service will receive twenty (20) days.

9.1-3-2 Employees hired prior to July 1, 1989 will continue to accrue annual leave as follows:

- a. employees who have one (1) year of service will receive ten (10) days;
- b. employees who have completed one (1) year but less than eleven (11) years of service will receive fifteen (15) days. Employees who have eleven (11) years of service will receive the number of days of annual leave provided in Section 9.1-3-1-c above.

9.1-3-3 The rate of annual leave accrual shall be based on the number of work days each year as follows:

WORK DAYS PER YEAR	10 DAYS (80 HRS/YR)	15 DAYS (120 HRS/YR)	20 DAYS (160 HRS/YR)
260 (2,080 hrs.)	.0384615/hr.	.0576924/hr.	.0769231/hr.
261 (2,088 hrs.)	.0383142/hr.	.0574713/hr.	.0766284/hr.
262 (2,096 hrs.)	.0381679/hr.	.0572520/hr.	.0763359/hr.

9.1-3-4 Employees must work at least half-time (4 hours a day) to accrue annual leave. Employees who work less than full-time accrue annual leave on a pro-rated basis.

9.1-3-5 Employees accrue annual leave for regular hours the employee works or is in paid leave status. Employees do not accrue annual leave for overtime hours.

9.1-3-6 Maximum accumulation of annual leave shall not exceed 30 days (240 hours) as of June 30 annually.

9.1-3-7 Annual leave is credited to the employee's annual leave account:

- a. At the end of each month worked.
- b. Fractional hours are converted to the nearest quarter-hour for annual leave purposes.

9.1-3-8 Twelve month employees will receive their annual leave accrual rates for the school year on July 1 of each year.

9.1-3-9 Except as provided in section 9.1-3-10 Twelve month employees who exceed the 30 day/240 hour limit for annual leave by June 30<sup>th</sup> of each year will forfeit all hours which exceed this limit.

9.1-3-10 Any annual leave in excess of the 30 days/240 hours on June 30<sup>th</sup>, which the employee had previously requested on the District provided leave form between October 1<sup>st</sup> and March 1<sup>st</sup>, and used on or before June 1<sup>st</sup> in the year in which the excess occurs, shall be paid to the employee if the employee is not otherwise able to use the excess annual leave prior to June 1<sup>st</sup>. The maximum payoff is 5 days/ 40 hours. To request payment, by June 1<sup>st</sup> of each year the employee must submit in writing a request for payment of the annual leave in excess of the 30 days/ 240 hours which meets this criteria, along with proof of usage denial for any reason. Payment for unused annual leave will be made in full in the first full pay period following July 1<sup>st</sup> of each year.

9.1-4 Payment of annual leave:

9.1-4-1 Employees shall be paid accumulated annual leave upon termination provided he/she has completed six (6) months continuous service.

9.1-4-2 Employees who work less than a twelve (12) month assignment are paid accumulated annual leave in their annualized salary.

## **9.2 Jury Leave**

9.2-1 An employee called for jury duty:

9.2-1-1 Shall be entitled to authorized leave with pay.

9.2-1-2 Reports daily to immediate supervisor as to the jury's schedule for the following workday.

9.2-1-3 When excused from jury duty, reports back to work.

9.2-1-4 May retain any pay given by the court.

9.2-2 Leave with pay will be granted for required court appearances which are the result of legal actions directly arising from the interpretation or application of this contract or which are the result of the performance of official and legal duties as employees of the District. Such leave will not be counted against any paid leave due the employee.

Employees who are absent from work due to a required court appearance that is not related to their official duties as an employee of the District as set forth above will be allowed to use their annual leave, personal leave days or earned compensatory time off for the absence. If the employee does not have such paid leave they will be granted leave without pay.

## **9.3 Sick Leave**

9.3-1 Accrual of sick leave:

9.3-1-1 Full-time classified employees (who work an 8 hour day) accrue three weeks (15 days) per year.

9.3-1-2 Twelve month employees will receive their sick leave accrual rates for the school year on July 1<sup>st</sup> of each year.

9.3-1-3 Each year, a classified employee with more than 165 accumulated sick leave days may convert a maximum of 15 sick leave days to one (1) personal leave day. This is equal to or greater than 150 days in order to be able to convert sick leave days to one (1) personal leave day must notify the District by September 30<sup>th</sup> on a form provided by District Finance.

9.3-1-4 The rate of sick leave accrual shall be based on the number of work days each year as follows:



WORK DAYS PER YEAR	15 DAYS (120 HRS/YR)
260 (2,080 hrs.)	.0576924/hr.
261 (2,088 hrs.)	.0574713/hr.
262 (2,096 hrs.)	.0572520/hr.

- 9.3-1-5 Employees must work at least half-time (4 hours a day) to accrue sick leave. Employees who work less than full-time accrue sick leave on a pro-rated basis.
- 9.3-1-6 Employees accrue sick leave for regular hours the employee works or is in paid leave status. Employees do not accrue sick leave for overtime hours or field trips.
- 9.3-1-7 There shall be no limit as to the accumulation of sick leave if service is continuous.
- 9.3-1-8 Sick leave is credited to the employee's sick leave account:
- a. At the beginning of the school year.
  - b. Fractional hours are converted to the nearest quarter-hour for sick leave purposes.
- 9.3-1-9 Sick leave earned in any other school district or place of employment may not be transferred to this District.
- 9.3-1-10 Termination of employment automatically erases any sick leave benefits unless payment is provided elsewhere in this Agreement. Reemployment after termination begins another term in the accumulation of sick leave.
- 9.3-2 Sick leave usage:
- 9.3-2-1 Sick leave shall be granted for absence caused by the employee's physical disability due to illness or accident. Any such absence longer than ten work days duration must be verified by a physician's certification, except that the employee's immediate supervisor may, at his/her discretion, require physician's certification for an absence of shorter duration.
- 9.3-2-2 Accumulated sick leave not to exceed fifteen (15) days in any calendar year may be used for giving care or help to a family member or friend who is ill or injured, or for bereavement leave for the death of a family member or friend, or for making arrangements for or the attendance at a funeral for such a person. Verification of the circumstances of the use of the leave must be given if requested by the supervisor.
- 9.3-3 Payment of accumulated unused sick leave:

- 9.3-3-1 The value of a classified employee's unused sick leave shall be paid to the estate of any classified employee who dies while in the employment of the District at the rate of said employee's daily wage at time of death, for a maximum of sixty (60) sick leave days.
- 9.3-3-2 Payment for unused sick leave will be granted upon voluntary termination from the Carson City School District on the following conditions:
- a. Employees must have completed ten or more continuous years of service with the School District.
  - b. Accumulated sick leave will be paid at the following specified percentages of the classified employee's hourly rate of pay based on grade and step at time of termination, for a maximum of 200 days for any one individual:
    - 1) For classified employees with more than ten, but less than fifteen years of service, the rate will be 45% of the hourly rate of pay.
    - 2) For classified employees with more than fifteen, but less than twenty years of service, the rate will be 50% of the hourly rate of pay.
    - 3) For classified employees with twenty or more years of service, the rate will be 60% of the hourly rate of pay.
  - c. The maximum payment any classified employee may receive cannot exceed the specified percentage of the substitute teacher daily rate of pay for 200 days.
  - d. To qualify for payment of unused sick leave a classified employee must give notification of intent to terminate at least three weeks before the effective date of termination.

#### **9.4 Maternity Leave and Child Adoption Leave**

- 9.4-1 Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom and any temporary disability resulting therefrom shall be treated as any other temporary disability for all job related purposes under the provisions of sick leave. An employee is able to use accumulated sick leave up to a maximum of six (6) weeks for maternity leave. Maternity leave beyond six (6) weeks may be granted based on a physician's excuse if the employee has accrued sick leave to cover the extension or as unpaid leave under the provisions and subject to the requirements of the FMLA. FMLA leave will be concurrent with any maternity leave.
- 9.4-2 An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:

- 9.4-2-1 A maximum of six (6) weeks adoption leave will be permitted to either the mother or father, but not simultaneously. Adoption leave must be taken immediately upon receiving child or as provided by the FMLA. Leave beyond six (6) weeks may be granted under the provisions of and subject to the requirements of the FMLA. FMLA leave will be concurrent with any adoption leave.
- 9.4-2-2 Adoption leave will be granted only for children who are between the ages of birth to six (6) years of age at the time of adoption or under age requirements provided by the FMLA if FMLA leave is used.
- 9.4-2-3 The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.

## **9.5 Military Leave**

- 9.5-1 Service in the military forces will constitute authorized leave with pay, in accordance with Nevada Revised Statutes 281.145.
- 9.5-2 A copy of orders from the employee's commanding officer is to be submitted to the personnel department.

## **9.6 Personal Business**

- 9.6-1 All permanent classified employees who earn benefits will be entitled to two (2) days of personal leave. District paid classified employees may accumulate unlimited personal leave days.
- 9.6-2 Employees eligible for personal leave shall request approval from their supervisor to use personal leave at least five (5) working days in advance, except in case of personal emergency in which case less advance notice may be given. If the emergency is such that advance notice is not possible then the supervisor must be notified as soon as possible as to the emergency and expected date of return. Absences without prior approval must be submitted to the superintendent, who may approve the leave, grant leave without pay or take other appropriate action. Personal leave may be used in full-day and half-day increments.
- 9.6-3 When an employee is hired after the beginning of a school year, he/she will be credited with personal leave for that first year as follows:
  - 9.6-3-1 A full-time employee must serve the District one-half or more of the school year to be credited with two days personal leave.
  - 9.6-3-2 A full-time employee who serves the District more than one-fourth but less than one-half of the school year will be credited with one personal leave day.

9.6-3-3 Employees hired after July 1, 1991, cannot use personal leave during their first six months of employment.

9.6-3-4 \* Effective June 30, 2003 -Employees who voluntarily leave employment will be eligible for pay for unused personal leave held at the time of termination. Accumulated personal leave will be paid at the following specified percentage of his/her contractual daily rate of pay after July 1, 2003.

- a. For classified employees with ten, but less than fifteen years of service, at 35% of the base hourly rate of pay;
- b. For classified employees with fifteen, but less than twenty years of service, at 40% of the base hourly rate of pay;
- c. For classified employees with twenty or more years of service, at 45% of the base hourly rate of pay.

## **9.7 Leave Without Pay**

9.7-1 Requests for leave without pay must be submitted in writing to the superintendent at least ten (10) days in advance. The superintendent may authorize leave without pay up to thirty (30) days. Leave without pay beyond thirty (30) days must be approved by the Board. Leave without pay may be granted for reasons of health, child rearing, service in and for the armed forces of the United States and other reasons deemed appropriate and for the good of the employee and/or the Carson City School District.

9.7-2 Leave of absence without pay for an extended period of time not to exceed one year may be granted by the School Board to classified employees who have completed at least three continuous years of service with the School District for such reasons as the Board may deem appropriate. Requests must be submitted in writing at least 60 days in advance of the requested leave. In cases of emergency, the 60 days may be waived. The School Board will only approve up to one leave of absence without pay per department.

All classified employees who are on leave of absence without pay must notify the personnel office, in writing, of their intent of return at least 60 calendar days before the scheduled date of return. Failure to comply will terminate the re-employment agreement.

In the event that the original request for leave has not been complied with, the employee must submit in writing the reasons for non-compliance. In the event of non-compliance the School Board, at its discretion, may terminate the agreement to re-employ.

Classified employees granted a leave of absence will return to the same grade and step on the classified salary schedule. The employee shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

## **9.8 Sick Leave Bank: Long-Term Disability**

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Under this agreement, classified employees who chose to be members of the Sick Leave Bank shall contribute a mandatory one (1) sick leave day each year. A second mandatory withdrawal of one (1) sick leave day (for a maximum of two (2) sick leave days in any one year) shall be done in accordance with Article 9.8-7 for the establishment and operation of a sick leave bank. This will become effective for the 2010-2011 school year.

- 9.8-1 Only individuals who have contributed to the bank are eligible for benefits.
- 9.8-2 Benefits are available only to members of the sick leave bank who have been employed by the Carson City School District for a minimum of three years of continuous service.
- 9.8-3 The maximum cumulative number of days which any one person can be granted from the bank during his/her period of employment with the Carson City School District is sixty (60) sick leave days.
- 9.8-4 Applicants for benefits from the sick leave bank must submit an application to the Classified Advisory Committee of the School District. Applications can be picked up from applicant's site representative. They in turn will make a recommendation to the Board of Trustees. The decision of the Board is final.
- 9.8-5 At the beginning of each school year there will be a nine-week open enrollment period. Eligible classified employees must notify the personnel office in writing of their desire to participate in the bank.
- 9.8-6 Those employees previously enrolled in the bank will continue their participation from year to year unless they notify the personnel office in writing of intent to withdraw. Such withdrawal from the bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the bank.
- 9.8-7 When the total number of hours in the sick leave bank is reduced to less than 480 hours, the Classified Advisory Committee will inform the bank membership and the personnel department that a mandatory contribution of one sick leave day per member will be made to reimburse the bank.
- 9.8-8 Employees who retire or leave employment with the District may donate unused sick leave hours to the bank. This donation is limited to eight hours and must come from the hours for which the employee would be paid. This donation is in addition to any other hours contributed during the year.
- 9.8-9 Employees who use this Article of the contract shall allow the Employee Advisory Committee review of sick leave hours and usage and review of annual leave hours when applying for long term disability.

9.8-10 Employees must exhaust all their paid leave status days (sick leave, annual leave, personal leave or C.T.O.) before this long-term disability can be used.

**9.9 Sick Leave Bank: Catastrophic Illness**

When the regular Sick Leave Bank reaches a threshold of three thousand (3,000) hours, all additional hours in the regular Sick Leave Bank shall flow into a Catastrophic Sick Leave Bank (CSLB). Classified employees who are members of the regular sick leave bank are also entitled to membership in the CSLB. The purpose of this Bank is to provide additional sick leave days to only members of the CSLB in the event of an unexpected extended critical illness, surgery, or a temporary disability due to an injury after having exhausted all regular sick leave, personal leave, annual leave, compensatory time and the maximum allowed hours in the regular sick leave bank. The CSLB is strictly designated for the use of the members of the CSLB and cannot be utilized for the care of immediate family members or relatives.

9.9-1 Catastrophic illness is defined as an illness or injury of a very serious nature and which necessitates an absence from work for five (5) or more consecutive days. It is life threatening. Example of conditions that could be considered catastrophic include but are not limited to:

- Cancer with aggressive treatment
- Organ transplant
- Major surgery
- Severe injuries due to a vehicle accident
- Broken bones
- Other debilitating diseases
- Deliveries, either normal or Caesarean, only provided if serious medical complications occur

9.9-2 Only individuals who are members of the regular sick leave bank are eligible for benefits.

9.9-3 Benefits are available only to members of the CSLB who have been employees of the Carson City School District for a minimum of three years continuous service.

9.9-4 The maximum cumulative number of days which any one person can be granted from the bank CSLB during his/her employment with the Carson City School District is thirty (30) days.

9.9-5 Employees must exhaust all other paid leave status days (sick leave, annual leave, personal leave, compensatory time off, regular sick leave bank hours) before the CSLB can be used.

9.9-6 Applicants for benefits from the CSLB must pick up, fill out and submit an application to the Classified Advisory Committee, attaching all requested documentation. After a review process, the Classified Advisory Committee shall submit the CSLB application to the Carson City School District School Board of

Trustees for their approval, modification or denial. The decision of the Board of Trustees is final.

- 9.9-7 All requests must include the reasons for the request and written verification from the employee's health care professional indicating the specific nature and severity of the illness or health care problems including the projected recovery date.
- 9.9-8 Employees who use this Article of the contract shall allow the Classified Advisory Committee to review all leave history and usage in order determine if an employee's CSLB application is eligible for approval.
- 9.9-9 In case an employee's illness prevents him/her from personally applying for the CSLB, his/her designated representative or a member of his/her family on his/her behalf may submit his/her application to the Classified Advisory Committee.
- 9.9-10 The application for the CSLB should be submitted to the Classified Advisory Committee as far in advance as possible. In extreme cases, the application may be considered if submitted after the need for the CSLB has commenced. Sole determination for acceptance of the late application will be the responsibility of the Classified Advisory Committee.

#### **ARTICLE 10--PERSONNEL INFORMATION AND RECORDS**

- 10.1** An employee shall on his/her request and by appointment be permitted to examine his/her personnel file which shall be kept in the personnel department. This information, whether positive or negative, shall be maintained in this file, and not in a separate file that can be presented later. An employee may be given a copy of any material in his/her file if it is to be used in connection with a grievance or a personnel hearing.
- 10.2** No material derogatory to an employee shall hereafter be placed in his/her personnel file unless a copy of same is provided to the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.
- 10.3** The original Level 1 and 2 progressive discipline documents shall be forwarded to the Human Resources Department and placed in the employee's official personnel file.
- 10.4** Letters, reports and warning notices that are negative or critical in nature of an employee's conduct, service or character shall be removed from the employee's personnel file under the following conditions:
  - 10.4-1 After one (1) year from the date of the document upon written request from the employee.
  - 10.4-2 Documents will not be removed if a second document is entered for the same offense within one (1) year from the date of the original offense. The expiration date of the original document would then be the expiration of the second document.

10.5 Letters of reprimand that are negative or critical in nature of an employee's conduct, service or character shall be removed from the employee's personnel file under the following conditions:

10.5-1 After three (3) years from the date of the document upon written request by the employee.

10.5-2 Documents will not be removed if a second document is entered for the same offense within three (3) years from the date of the original offense. The expiration date of the original document would then be the expiration date of the second document.

10.6 Evaluations are not included in documents that may be removed under the conditions set forth in paragraphs 4 and 5 above.

**ARTICLE 11 -- COMPENSATION**

<b>ARTICLE 11.1</b>		<b><del>2013-2014 Classified Salary Schedule</del></b>													
<b>Hourly Rate -- All Employees</b>															
<del>\$10.39</del>											14-1				
<del>\$10.64</del>											14-2				
<del>\$10.92</del>										14-3	15-1				
<del>\$11.18</del>										14-4	15-2				
<del>\$11.46</del>										14-5	15-3	16-1			
<del>\$11.75</del>										14-6	15-4	16-2			
<del>\$12.02</del>										14-7	15-5	16-3	17-1		
<del>\$12.35</del>										14-8	15-6	16-4	17-2		
<del>\$12.61</del>										14-9	15-7	16-5	17-3	18-1	
<del>\$12.97</del>										14-10	15-8	16-6	17-4	18-2	
<del>\$13.22</del>										15-9	16-7	17-5	18-3	19-1	
<del>\$13.26</del>										14-11					
<del>\$13.58</del>										15-10	16-8	17-6	18-4	19-2	
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<del>\$14.98</del>										21-2		17-10	18-8	19-6	20-4
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**2014-2015 Classified Salary Schedule  
Hourly Rate -- All Employees**

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<del>-\$24.03</del>						<del>27-9</del>	<del>28-7</del>
<del>-\$24.04</del>					<del>26-11</del>		
<del>-\$24.64</del>						<del>27-10</del>	<del>28-8</del>
<del>-\$25.24</del>							<del>28-9</del>
<del>-\$25.27</del>						<del>27-11</del>	
<del>-\$25.85</del>							<del>28-10</del>
<del>-\$26.48</del>							<del>28-11</del>

**2015-2016 Classified Salary Schedule**  
Hourly Rate - All Employees

\$10.59				14-1				
\$10.86				14-2				
\$11.14				14-3	15-1			
\$11.40				14-4	15-2			
\$11.69				14-5	15-3	16-1		
\$11.99				14-6	15-4	16-2		
\$12.26				14-7	15-5	16-3	17-1	
\$12.59				14-8	15-6	16-4	17-2	
\$12.87				14-9	15-7	16-5	17-3	18-1
\$13.23				14-10	15-8	16-6	17-4	18-2
\$13.48					15-9	16-7	17-5	18-3
\$13.52				14-11				19-1
\$13.86					15-10	16-8	17-6	18-4
\$14.20					15-11	16-9	17-7	18-5
\$14.53						16-10	17-8	18-6
\$14.92	21-1						17-9	18-7
\$14.93						16-11		19-5
\$15.28	21-2						17-10	18-8
\$15.64	21-3	22-1					17-11	18-9
\$16.04	21-4	22-2						18-10
\$16.44	21-5	22-3	23-1				18-11	19-8
\$16.85	21-6	22-4	23-2					19-9
\$17.26	21-7	22-5	23-3	24-1				19-10
\$17.28								19-11

\$17.69	21-8	22-6	23-4	24-2				20-10
\$18.12	21-9	22-7	23-5	24-3	25-1			
\$18.13								20-11
\$18.57	21-10	22-8	23-6	24-4	25-2			
\$19.04	21-11	22-9	23-7	24-5	25-3	26-1		
\$19.48		22-10	23-8	24-6	25-4	26-2		
\$19.97		22-11	23-9	24-7	25-5	26-3	27-1	
\$20.47			23-10	24-8	25-6	26-4	27-2	
\$20.96				24-9	25-7	26-5	27-3	28-1
\$20.97			23-11					
\$21.50				24-10	25-8	26-6	27-4	28-2
\$22.00					25-9	26-7	27-5	28-3
\$22.04				24-11				
\$22.57					25-10	26-8	27-6	28-4
\$23.12						26-9	27-7	28-5
\$23.13					25-11			
\$23.66						26-10	27-8	28-6
\$24.27							27-9	28-7
\$24.28						26-11		
\$24.89							27-10	28-8
\$25.49								28-9
\$25.52							27-11	
\$26.11								28-10
\$26.74								28-11

**ARTICLE 11.1 Continued**

**\*Note**

- Beginning July 1, 2013 all Classified employees who work less than 261 days will work an additional 1 (one) day as part of their regular assignment.
- Ratification of this contract includes a 1.0% salary increase to the 2014-2015 salary tables calculated as in prior years retroactive to the first full pay period of the contracted 2015-2016 contracted school year, i.e., July 15 2015 for 12 month employees and September 15, 2015 for 10 and 11 month employees.

In addition, the District paid the employee portion of the July 2015 PERS increase (1.125%).

**11.1-1 Educational Compensation – Educational Increment**

**Educational Degrees:** Employees will be paid an annual increment of a maximum of \$1,000.00 for an Associate of Arts Degree(s), or an annual increment of a maximum \$1,500.00 for a Bachelor of Arts or Bachelor of Science degree(s) from an accredited institution approved by the Associate Superintendent of Human Resources. This annual increment will be prorated for the number of months that the employee has the degree. There is a maximum of one increment paid under this section no matter how many degrees an employee has. If an employee has an AA

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**Deleted:** If any District bargaining unit receives an increase to their salary schedule (exclusive of reclassification and adverse interest arbitration award) in excess of 1.125% during the term of this agreement, then this Agreement shall be automatically re-opened to negotiate Article 11- Compensation. -

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degree(s) and a BA/BS degree(s), the employee will only be paid for one BA/BS degree for a maximum of \$1,500.00 per year. This increment cannot be combined with the increment in Article 11.1-2.

11.1-2 **Professional Certification:** Employees will be paid an annual increment of a maximum of \$500.00 for professional certification such as welding, air-conditioning, certified professional secretary which are job related and approved by the Associate Superintendent of Human Resources. There is a maximum of one increment paid under this section no matter how many professional certifications an employee has. This increment cannot be combined with the increment in Article 11.1-1.

11.1-3 The above salary increments are not subject to PERS contributions and will be paid separately each pay period or a prorated amount through the remainder of the year if the degree or certification is earned during the year.

11.1-4 **Supervisory Bargaining Unit:**

Pay ranges shown below are the classifications included in the supervisory bargaining unit. See attached salary schedule on which the following pay ranges are based:

<u>PAY RANGE</u>	<u>CLASSIFICATION</u>
26	Accountant
23	Administrative Secretary
24*	Administrative Secretary (CMS/EVMS/Adult Ed. – DAC)
25	Administrative Secretary II
28	Building Maintenance Supervisor
20	Cafeteria Manager
21	Cafeteria Manager - CHS
21	Central Kitchen Manager
26	Coordinator of Nutrition Services
28	DHH (Deaf and Hard of Hearing) Interpreter Specialist
28	Director of Nutrition Services
26	Fleet and Equipment Maintenance Coordinator
26	Grounds Supervisor
20	Lead Custodian I
22	Lead Custodian II
24	Lead Custodian III
23	Lead School Safety Officer
20	Library Media Technician
22	Office Manager
23*	Office Manager (Elementary – DAC)
24	Operations Coordinator
25	Senior Account Technician
28	System Administrator and Security Officer – Fiscal Services

20	Transportation Bus Driver Trainer
28	Transportation Department Supervisor
26	Transportation Route/Driver Coordinator
23	Warehouse Coordinator
28	Warehouse/Purchasing Supervisor

**11.1-5 Non-Supervisory Bargaining Unit:**

Pay ranges shown below are the classifications included in the non-supervisory bargaining unit. See attached salary schedule on which the following pay ranges are based:

<u>PAY RANGE</u>	<u>CLASSIFICATION</u>
20	Account Clerk II
22	Account Clerk III
23	Account Clerk IV
24	Account Technician
22	Administration Office Specialist
23*	Administration Office Specialist (Transportation/Nutrition Services DAC)
25	After-School Program Coordinator
19	Attendance Office Specialist
19	Automotive Service Worker
21	Building Maintenance Worker
16	Bus Attendant, Disabled Students
18	Bus Driver
14	Clerk Secretary
14	Clerical Assistant
17	Cook/Baker
18	Cook/Baker II
16	Cook/Baker III
22	Communications/PC Technician
25	Computer Network Support Tech
17	Custodian
22	DHH Interpreter: Apprentice
23	DHH Interpreter: Intermediate
24	DHH Interpreter: Advanced
19	Disabled Students' Bus Driver
25	Distance Education Coordinator
25	Equipment Mechanic
18	Groundskeeper
17+3%	Head Custodian
24	High Tech Center Coordinator

19	Home Advocate
22	Human Resources Clerk Specialist
14	Instructional Assistant I
15	Instructional Assistant II
17	Instructional Assistant III
19	Instructional Assistant IV
24	Insurance Benefits Coordinator
19	Inventory Specialist - Food Services
19	Inventory Specialist - Material Services
20	Inventory Specialist II - Material Services
26	JAG (Jobs for America's Graduates) Specialist
17	Library Media Clerk
19	Library Media Clerk – CHS
22	Library Media Clerk/Senior Project Coordinator - CHS
19	Mail Delivery Driver
25	Medicaid Analyst
18	Office Specialist
16	ParaProfessional I
17	ParaProfessional II
19	ParaProfessional III
20	ParaProfessional IV
20	ParaProfessional – ESL
20	ParaProfessional Home Advocate
24	Registrar
20	RTI Liaison
20	RTI Specialist
21	School Safety Officer
21	Senior Groundskeeper
20	Senior Office Specialist
21	Senior Office Specialist II
22*	Senior Office Specialist II (CHS/Pioneer – DAC)
22+3%	Senior Office Specialist II – IEP Data Facilitator
24	Skilled Building Maintenance
19	Special Instructional Assistant - ESL
19	Substitute Bus Driver
23	Transition Employment Specialist
19	Transition Employment Specialist Assistant
14	Typist Clerk I
16	Typist Clerk II
19	Utility Custodian
18	Warehouse/Delivery Driver
20	Warehouse Specialist

11.1-6 **Specialized Bargaining Unit:**

Salaried pay ranges...Don't have a community of interest and should be in a separate bargaining unit.

<u>PAY SCALE</u>	<u>CLASSIFICATION</u>
\$49K - \$60K	Network Engineer
\$49K - \$60K	Systems Engineer

**\*In 2005 certain positions within the Clerical and Secretarial Class were given Pay Grade increases due to increased responsibilities. The added responsibilities are directly associated with being a Distributive Accountability Center (DAC) Manager.**

## 11.2 Overtime

All time worked in excess of forty (40) hours in a work week will be paid in cash or credited as "compensatory time off" (CTO) at the rate of time and one-half (1-1/2). Overtime shall not count toward PERS (Public Employees Retirement System) retirement benefits as per NRS 286.481.

### 11.2-1 Definition of Overtime Pay:

"Except as it may conflict with the Nevada Revised Statutes at 284.180 and the Nevada Administrative Code at 284.250, overtime pay is defined as additional compensation earned by a member who is held over on his/her regular shift or is requested to return to duty at a time that is more than 12 hours after notice is given."

11.2-1-1 For the purposes of this Article "time worked" will include holiday, annual, personal and sick leave for which the employee was eligible and received pay.

11.2-1-2 The first day of the week will be Sunday.

11.2-2 All overtime must be approved. No employee shall receive overtime compensation for work which was not approved. The principal method of payment shall be in cash unless (CTO) was agreed to by the supervisor and employee. If an employee chooses to be paid overtime in compensatory time off (CTO) at the rate of one and a half hours for each hour worked, it must be taken within sixty (60) days of the date the overtime was worked. This time period can be extended to ninety (90) days for the employee's supervisor or site administrator. Anything past ninety (90) days must be approved by the Associate Superintendent, Human Resources. It is the responsibility of the applicable site administrator or supervisor to track compensatory time off and submit a copy of days used and days available to Payroll. If an employee does not use his compensatory time off within the allotted time period, the remaining hours must be submitted to payroll within five (5) days for payment as overtime at the rate earned.

11.2-3 Employees recalled for emergency work shall be guaranteed a minimum of two (2) hours work effective January 1, 1998, in accordance with Nevada Administrative Code (NAC) 284.214.

11.2-4 Employees who are called on the telephone during off duty hours and not called back to work pursuant to paragraph 3 will be compensated for any work performed on the telephone for actual hours in quarter hour increments. Payment at the overtime rate is subject to compliance with section 11.2 and NAC 284.214.

11.2-5 Call-back time will be counted toward PERS (Public Employees Retirement System) retirement benefits as per NRS 286.025.

**Definition of Call-Back Pay:**

“Except as it may conflict with the Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his/her regular shift, is off duty for a period of time, and is requested to return to duty with less than 12 hours notice.”

**11.3 Paid Holidays**

11.3-1 Classified employees covered by this Agreement who are regularly scheduled to work four (4) or more hours per day or twenty or more hours per week for twelve months per year will be paid for these holidays:

- 1) Independence Day
- 2) Labor Day
- 3) Nevada Day
- 4) Veteran's Day
- 5) Thanksgiving Holiday (2 days)
- 6) Christmas Day (2 days)
- 7) New Year's Day (2 days)
- 8) President's Birthday
- 9) Memorial Day
- 10) Martin Luther King's Birthday
- 11) Easter Day (1 day)

11.3-2 Other classified employees who meet the minimum standards for obtaining benefits will be paid for seven (7) holidays during the school year. Minimum standards for obtaining benefits are: to work four hours per day or more on a regularly-scheduled basis, in a position scheduled for 120 consecutive work days or more. To receive holiday pay, the employee must work, or be in paid leave status, their regular scheduled work day before and after the holiday.

- 1) Nevada Day
- 2) President's Day
- 3) Memorial Day
- 4) Labor Day
- 5) Veteran's Day
- 6) Thanksgiving
- 7) Christmas Day
- 8) Martin Luther King's Birthday
- 9) New Year's Day



11.3-3 The holiday benefit is “annualized” effective November 1997. An annualized employee is one who works less than 261 days/year, has full benefits and whose salary is divided by and paid in 24 paychecks.

#### **11.4 Longevity Payment**

11.4-1 Longevity Payments shall be made on the June 30 Payroll check.

11.4-2 Employees who have completed 6-9 years of continuous service shall receive a total of \$250 in addition to his/her schedule salary.

11.4-3 Employees who have completed 10-14 years of continuous service shall receive a total of \$625 in addition to his/her schedule salary.

11.4-4 Employees who have completed 15-19 years of continuous service shall receive a total of \$1200 in addition to his/her schedule salary.

11.4-5 Employees who have completed 20+ years of continuous service shall receive a total of \$1700 in addition to his/her schedule salary.

11.4-6 If an employee resigns or retires before the first payday in June he/she will receive his/her longevity, as set forth in Article 11.4 with his/her last paycheck if he/she has completed their previous school year.

11.4-7 Termination of employment automatically erases any longevity pay benefits. Re-employment after termination begins another term in the completion of continuous service. This section does not apply to employees who terminated and were re-employed prior to July 1, 1987.

11.4-8 Longevity pay shall be paid on last paycheck in June.

#### **11.5 Retirement**

Employees with a regular work week which averages 20 hours or more will have, in addition to their salary, the current costs paid by the Carson City School District to the Public Employees Retirement System (PERS) for retirement benefits.

Employer Pay Compensation Schedule Adjustments:

11.5-1 When increases to the PERS Contribution Rate occur for regular members, the appropriate condition will begin on the effective date of the retirement contribution increase:

- 11.5-1-1 When regular members (employees) are not receiving a pay increase, the Classified Salary schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate. ( NRS 286.421 (3)
  - 11.5-1-2 When regular members (employees) are to receive a pay increase equivalent to one-half the amount of the change to the PERS Contribution Rate there will be no change to the Classified Salary Schedule. *(The employee is paying their share of the rate increase in lieu of an equivalent pay increase.)*
  - 11.5-1-3 When regular members (employees) are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, the pay increase will be reduced by that one-half difference in the PERS Contribution Rate increase. *(The employee is paying their share of the rate increase by a reduced pay increase.)*
- 11.5-2 When reductions to the PERS Contribution Rate occur for regular members, the appropriate condition will begin on the effective date of the retirement contribution reduction:
- 11.5-2-1 When regular members (employees) are not receiving a pay increase, the Classified Salary schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.
  - 11.5-2-2 When regular members (employees) are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the Classified Salary schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.
  - 11.5-2-3 When regular members (employees) are receiving a pay increase greater than one-half of the difference in the reduction of the PERS Contribution Rate, the pay increase will be increased by that one-half reduction in the PERS Contribution Rate, and by any additional pay increase. *(The employee is being paid their share of the reduction and additional pay raise.)*

## **11.6 Job-Related Expenses**

- 11.6-1 The Board will provide for the payment of the actual and necessary expenses, including traveling expenses, of any classified employee of the District incurred in the course of performing services for the District, under the direction of the Board.
- 11.6-2 The use of a personal vehicle shall be considered a legitimate job expense if travel is among schools to which the employee is assigned or travel is authorized in advance by the employee's immediate supervisor.

11.6-3 Use of personal vehicle for approved school purposes is reimbursable to the employee at the rate currently approved for certified staff.

11.6-4 Whenever the vehicle of an employee is damaged as a result of a collision or accident occurring in the course of performing services for the District, the District shall make reimbursement for collision insurance deductible, limited to a maximum of \$200. If no collision is in force, the District will pay for the estimated damages, not to exceed \$200. The District can refuse payment if:

11.6-4-1 The employee/driver is convicted of:

- 1) Manslaughter as a result of operating a vehicle;
- 2) Driving under the influence of intoxicating liquor, controlled substance, or other drug;
- 3) Failure to stop, failure to give information or failure to render assistance in the event of an accident;
- 4) Reckless driving;
- 5) Careless or imprudent driving;
- 6) Passing a school bus while loading or unloading passengers;
- 7) Speed contest, drag racing or exhibition of speed.

11.6-4-2 The employee/driver collects full amount of damages (including any deductibles) from the party responsible for the accident.

11.6-4-3 The employee/driver was not on District business as approved by the employee's supervisor.

## 11.7 Insurance

11.7-1 The Carson City School District will contribute the single employee premium for all full-time classified employees on the payroll an average of twenty (20) hours or more per week. In the event that the single employee premium for said full-time classified employees should increase prior to the expiration of the period of this contract or prior to a subsequent contract being negotiated between the parties, the District shall pay any such increase in the single employee premium contribution for said full-time classified employees during such interim period.

11.7-1-1 In case change in premiums or benefits make the policy untenable, the School Board may advertise for bids from another carrier.

11.7-1-2 The Association will allow the District to add an additional medical plan option to the existing medical plans which may be selected by employees medical care coverage.

11.7-1-3 Effective July 1, 2010, the Carson City School District will contribute the single employee premium for all twelve month and less than twelve month

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full-time classified employees on the payroll an average of twenty (20) hours or more per week.

11.7-2 Representatives of the Association will be included as members of the Benefits Committee to make recommendations to the School Board regarding health insurance programs. As needed, the District and Association will continue to negotiate through the interest based bargaining (IBB) process facilitated by a federal mediator to mitigate future insurance costs which may include without limitation: further insurance plan design changes, capping District contributions and shift agreed upon portion of cost savings to salary matrix.

11.7-3 Tentative changes in premium shall be determined in time to be included in the final budget, if possible. The change in premium shall become effective on the date the budget, of which it becomes a part, goes into effect.

11.7-4 If available from the District indemnified insurance carrier, classified employees may have the option of purchasing high risk insurance covering such things as intensive care, heart attacks, cancer insurance, etc.

11.7-5 IRS Section 457 Special Pay Plan – Effective July 1, 2003, employees retiring or terminating employment with compensation due in connection with unused annual leave, personal leave, sick leave or other separation payments will be paid in the form of deferred compensation through a defined 401 (A) special pay plan with a third party administrator. Employees are immediately 100% vested in all contributions to the plan.

## 11.8 Industrial Compensation

Classified employees of this District are covered by compensation insurance with the State Industrial Insurance System. This coverage shall be provided by the Carson City School District at no cost to the employee; premiums shall be paid by the District.

## 11.9 President's Time – Absence for Negotiations

Absence for Negotiations:

11.9-1 Negotiation conferences or meetings between the parties shall be held at times and locations agreed upon by the parties.

11.9-2 Up to five (5) members of the Association's negotiating team shall be released from duties to attend such negotiating meetings. The length of this leave is not to exceed fifteen (15) working days in aggregate for the five (5) members granted leave under this provision. Such release time for the Association's team shall be without pay unless the Association has made prior arrangement with the District to reimburse the School District for members' hourly rate for such time and for the costs of any substitute(s) required to cover such absences. Such absences must be arranged with reasonable prior written notification.

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11.9-3 Upon reasonable prior notification in writing, the superintendent shall grant the president of the Association up to ten (10) days leave to be used for Association business. Such time shall be without pay unless the Association has made prior arrangement with the District to reimburse the School District for the president's hourly rate for such time and for the costs of any substitute required to cover such leave. If the superintendent determines that such leave will benefit the District and is not performing duties or providing services to the Association, the costs of the leave will be borne by the District.

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### 11.10 Temporary Assignment

Employees may be temporarily assigned to perform duties outside the scope of their regular job classification. If such assignment exceeds 15 working days duration, and if the employee is to continue in the temporary assignment he/she shall then be reclassified to the other job classification (minimum 2.5% in base hourly rate or step 1 of the grade in the higher classification, whichever is the higher rate) for the balance of such temporary assignment.

### 11.11 Supplemental Contracts

11.11-1 Supplemental contracts for the Carson City School District cover extra services involving time and direction of projects outside regular programs.

11.11-2 Classified employees who perform in a satisfactory manner will continue to be allowed renewal on a year-to-year basis after holding the same position for two consecutive years.

### 11.12 Probationary, Post-Probationary and Temporary Employees

11.12-1 Probationary Employees:

Probationary employees are defined as staff that have not completed the required twelve (12) months of service along with three (3) required evaluations with the first three (3), six (6) and twelve (12) months respectively. An extension of probation will be factored into this definition based on performance requirement

11.12-2 Post-Probationary Employees:

Post-probationary employees are defined as staff that have completed all of the probationary requirements and are recommended during the last probationary evaluation for post-probationary status.

11.12-3 Temporary Employees

The District will notify the Association when employing a temporary employee as described in Article 4.9 and include an estimate of the anticipated length of employment. The District does not have to notify the Association when hiring part-time employees as defined in Article 4.11.

Unless an emergency exists the temporary employee will not work more than twenty consecutive weeks out of 52 weeks per year. The District may rehire the same employee for reoccurring seasonal needs. Temporary employees are not covered by terms of this Agreement.

If a temporary position is changed to a position covered by this Agreement then the position will be advertised according to Article 12.

11.12-3-1 Temporary Employees Hired as Probationary:

Temporary or less than full time employees hired into a permanent position will serve the usual twelve (12) month probation. However, a temporary or less than full time employee hired into a permanent position in the same classification will be given the hours worked as a temporary employee as credit as time served towards his/her first merit increase in proportion to how many hours a full time employee would have to work to get a merit increase. If such temporary employee has worked more hours than the equivalent of a year of full time then the employee will be hired at the same step as if he/she had received his/her first merit increase and will be eligible for his/her next merit increase at the successful completion of the 12-month probation.

11.12-3-2 Probation of Permanent Employees After Promotion:

An employee promoted and then rejected for unsatisfactory work performance during the ensuing twelve (12) month probationary period shall have the right to assume the position from which the employee was promoted if that position or a like position is vacant.

**11.13 Reclassification**

11.13-1 Positions reclassified will be considered upgraded and will not be considered a new position or require a job announcement or an interview. Employees who are granted reclassification will remain in their new classified position.

11.13-1-1 A classified employee who is not on Step 11 and receives a reclassification will receive a 7.5% increase in base hourly rate or Step 1 of the new grade in that classification, whichever is the higher rate, on the first paycheck of their school year. The employee will not receive any additional increase for one year.

11.13-1-2 A classified employee who is on Step 11 and receives a reclassification will receive a 5% increase in base hourly rate or Step 1 of the new grade in that classification, whichever is the higher rate, on the first paycheck of their school year. The employee will not receive any additional increase for one year.

11.13-1-3 If at the bargaining table an entire classification of employees is reclassified, they will receive a 5% increase in base hourly rate or Step 1 of the new grade in that classification, whichever is the higher rate, on the first paycheck of their school year. The employee will not receive any additional increase for one year.

11.13-2 Reclassification Time Limits:

11.13-2-1 Employees must submit the reclassification request form to the District Personnel Office by February 28th each school year.

11.13-2-2 Employees granted reclassification will be given a pay increase (of 5% in base hourly rate or step 1 of the grade in the new classification, whichever is the higher rate) which will become effective at the beginning of the next budget school year.

11.13-2-3 If a reclassification is determined by the District to be the result of major changes to the position's job requirements it may be reclassified as soon as the request is approved by the District and the salary increase will go into effect on the approval date and need not wait for the new budget year as required in 11.13-2-2 above.

11.13-2-4 To insure stability and credibility an employee who has been denied a reclassification must wait a period of two (2) years in order to initiate another request for reclassification.

**11.14 Field Trips**

Bus drivers volunteering to drive for District-sponsored field trips will be paid at pay range 18 at the employee's current step. Any driver who currently exceeds the top step of pay range 18 will be paid for such field trips at the top step of pay range 18 effective on ratification and approval of the Agreement.

**11.15 Annualized Classified Employees**

11.15-1 An "annualized" classified employee is an employee represented by the Association who is not scheduled to work at least 261 days in 12 calendar months.

11.15-2 No benefited annualized employees will be hired after April 30 of each year. Open classified positions will be filled with temporary employees until the beginning of the new school year.

11.15-3 An annualized classified employee salary schedule is based on the annual rates set forth in Article 11.1 restated as a regular hourly rate, hours worked, holidays and annual leave accrual set forth in the CBA.

- 11.15-4 Annualized classified employees will receive their step and/or annual leave accrual increases in his/her first paycheck of the school year.
- 11.15-5 Sick leave benefits earned for the entire school year will be posted in the annualized classified employee's first paycheck of the school year.
- 11.15-6 If an employee resigns or retires prior to the first payday in June, the employee will receive his/her longevity payment, as set forth in Article 11.4, with his/her last paycheck, if he/she completed the previous school year.
- 11.15-7 If an annualized classified employee resigns or is terminated from his/her employment with the District prior to the end of a school year, his/her sick leave will be prorated for actual time worked and the employee's final paycheck will be reduced by the prorated holidays/annual leave remaining in the school year after the effective date of the resignation or termination.
- 11.15-8 An annualized classified employee hired after the beginning of the school year must work a minimum of six (6) months to receive a step increase in the beginning of the succeeding school year, e.g. August/September of 2000 if hired during the 1998/99 school year and has not worked a minimum of six (6) months.
- 11.15-9 Overtime compensation is computed using the employee's regular hourly rate.

**ARTICLE 12--POSITION OPENINGS AND EXAMINATIONS AND JOB DESCRIPTIONS**

- 12.1 Position openings in the classified service which are announced on an open competitive or promotional basis shall be posted by the District for not less than ten (10) working days.
- 12.2 Public announcement of examinations shall specify the title and salary range of the position, duties to be performed, the minimum qualifications required, the final date on which applications will be accepted, the type of examination and special conditions of employment if applicable.
- 12.3 The District will draft and provide job descriptions for each job classification recognized under this agreement reflecting duties, title, series (if applicable) and grade. The job description will be updated by the District if there have been changes in job duties no less than once every five (5) years. Prior to implementation of any new or revised job descriptions the Association will be provided 30 calendar days to review and provide written comments to the District regarding bargaining unit job descriptions. The transportation job descriptions will be completed by June 30, 2004. The education assistant job descriptions will be completed by June 30, 2005. The secretarial/clerk job descriptions will be completed by June 30, 2006. The custodial and operations related job descriptions will be completed by June 30, 2007. The food service and all other job descriptions will be completed by June 30, 2008. Employees and the Association may request



copies of the job descriptions. The contents of job descriptions are not subject to negotiations.

#### **ARTICLE 13--SAFETY PROGRAM**

**13.1** The District agrees to make reasonable efforts to continue providing safety equipment, which in the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.

**13.2** The District further agrees to continue to maintain safe and healthful conditions in accordance with applicable Nevada Revised Statutes.

13.2-1 The Superintendent may determine that weather or other emergency conditions are such that it is not appropriate for students to attend school. The superintendent may determine that it is possible for all employees to report to their work sites. Such determination will be solely the responsibility of the Superintendent or his/her designee.

In such a case all classified employees who work less than 12 months shall stay home with pay for that day and they shall make up the day at a designated time later in the school year. All 12- month classified employees shall report to work or take annual, personal or compensatory leave.

13.2-2 The Superintendent may determine that conditions are so severe as to make it impractical for employees to report to their work site and except for determined required employees the school(s) will be closed. Such determinations will be solely the responsibility of the Superintendent or his/her designee. In such cases the following will occur:

13.2-2-1 Prior to November 1st of each school year the Superintendent will notify the Association of the designated personnel he/she determines necessary for an Emergency Response Team (ERT) of classified employees. The Superintendent may modify the ERT as necessary on a case by case basis.

13.2-2-2 The Superintendent or designee will activate the Emergency Response Team (ERT). When the ERT is activated all classified employees of the ERT will be expected to report to their duty sites unless excused by their supervisor. Each designated member of the ERT who reports to work during such closing of the schools will be paid time and one-half his/her hourly wage for every hour worked.

If the ERT reports to work and conditions are such they must return home early, the balance of the day will be treated as a full day worked. Pay will be time and one-half for actual hours worked and regular pay for the balance of hours.

If an employee, who is not ERT, is requested by their supervisor to report to work they will be paid time and one half for actual hours worked; and, if an employee, who is not ERT, reports to work he/she will be paid at his/her regular hourly wage for the hours worked.

- 13.2-2-3 All classified employees, who work less than 12 months, will be paid for such a day but will make up the day or will take annual, personal or earned compensatory leave at the discretion of the supervisor. All 12-month classified employees who are not ERT and did not work will take annual, personal or already booked earned compensatory leave at the discretion of the supervisor. Employees who are not part of ERT but who reported to work on such a day will be paid their regular daily salary and will not be required to make up the time.
- 13.2-2-4 The District will establish and conduct a safety program as required by NRS Chapter 618. The safety program will be administered by a responsible Administrator appointed by the District to insure compliance with all statutory requirements set forth in NRS Chapter 618.

## **ARTICLE 14--REDUCTION IN FORCE**

### **14.1 Seniority Date and Qualifications**

- 14.1-1 In the event the District determines that the classified employee staff must be reduced, the "seniority" with Carson City School District shall determine the order in which members of the two classified bargaining units shall be reduced provided, however, that no employee shall be replaced by another employee not qualified (in the District's opinion) for such classification nor shall one employee replace another if the latter employee is at a higher salary range. An employee in one occupational series shall not "bump" an employee in another occupational series.
- 14.1-2 "Seniority date" shall mean the most recent date of employment with the Carson City School District. "Seniority" shall be based on the total time worked or in paid leave status from the seniority date.
- 14.1-3 In the event two or more employees have the same seniority, then seniority shall be determined by a lottery in which employees having the same seniority shall draw lots in accordance with a pre-determined procedure.
- 14.1-4 In the event of a layoff, existing vacancies will be utilized to the maximum extent possible to place permanent employees in continuing positions who otherwise would be terminated from the District. All layoffs will be carried out in compliance with applicable laws and regulations.
- 14.1-5 All permanent employees terminated by layoff shall be placed on a re-employment priority list for all positions in their occupational series for which they are qualified and available and which positions are not a higher level than previously held. All such employees must be given preference for rehiring in permanent positions for which they are qualified. Names shall remain on the re-employment priority list for one year. However, refusal of a comparable permanent position may result in removal from the re-employment priority list.
- 14.1-6 Any resignation or termination of employment shall constitute a "break" in seniority, unless the termination was a result of layoff in which case the employee will be

allowed to keep his/her seniority date if the employee is re-employed within the period of his/her layoff eligibility.

- 14.1-7 Leaves of absence without pay shall not change the employee's seniority date, but shall not count toward seniority.
- 14.1-8 All other conditions being equal, the seniority shall prevail as the determining factor for purposes of layoff and first right to rehire.
- 14.1-9 The Association will be informed of any pending reduction in force prior to the official notification of employees affected thereby at the earliest date release of said information is authorized. The Association and the District shall meet to discuss the reasons for the layoffs, the number and types of positions affected, and the approximate date the layoffs will take place. At this time, the Association may make its views and recommendations known (in writing) to the Associate Superintendent of Human Resources concerning the implementation of such layoffs.

## 14.2 Occupational Series

At a mutually agreed upon time and place, the Human Resources Associate Superintendent and the Association president will review each job title for accuracy and inclusion in, or possible deletion from the CBA. Any changes required after completion of the current negotiations period shall be mutually agreed upon through a Memorandum of Understanding (MOU) and incorporated into the CBA during the next open negotiations period.

### Accounting:

<u>PAY RANGE</u>	<u>Title</u>
26	Accountant
20	Account Clerk II
22	Account Clerk III
23	Account Clerk IV
24	Account Technician
24	Insurance Benefits Coordinator
25	Senior Account Technician
28	System Administrator and Security Officer - Fiscal Services

### Clerical, Secretarial and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
22	Administration Office Specialist
23*	Administration Office Specialist (Transportation/Nutrition Services – DAC)
23	Administrative Secretary
24*	Administrative Secretary (CMS/EVMS/Adult Ed. – DAC)
25	Administrative Secretary II
19	Attendance Office Specialist
14	Clerk Secretary

24	High Tech Center Coordinator
25	Medicaid Analyst
22	Office Manager
23*	Office Manager (Elementary – DAC)
18	Office Specialist
24	Registrar
20	Senior Office Specialist
21	Senior Office Specialist II
22*	Senior Office Specialist II (CHS/Pioneer – DAC)
22+3%	Senior Office Specialist II – IEP Data Facilitator
23	Transition Employment Specialist
19	Transition Employment Specialist Assistant
14	Typist Clerk I
16	Typist Clerk I

**\*In 2005 certain positions within the Clerical and Secretarial Classes were given Pay Grade increases due to increased responsibilities. The added responsibilities are directly associated with being a Distributive Accountability Center (DAC) Manager.**

Custodian, Warehouse and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
17	Custodian
17+3%	Head Custodian
19	Inventory Specialist - Material Services
20	Inventory Specialist II - Material Services
20	Lead Custodian I
22	Lead Custodian II
24	Lead Custodian III
23	Lead School Safety Officer
19	Mail Delivery Driver
24	Operations Coordinator
21	School Safety Officer
19	Utility Custodian
23	Warehouse Coordinator
18	Warehouse/Delivery Driver
28	Warehouse/Purchasing Supervisor
20	Warehouse Specialist

Food Service and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
20	Cafeteria Manager
21	Cafeteria Manager - CHS
21	Central Kitchen Manager
17	Cook/Baker

18	Cook/Baker II
16	Cook/Baker III
26	Coordinator of Nutrition Services
28	Director of Nutrition Services
19	Inventory Specialist - Food Services

Grounds and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
18	Groundskeeper
26	Grounds Supervisor
21	Senior Groundskeeper

Instructional Support and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
25	After-School Program Coordinator
14	Clerical Assistant
22	DHH Interpreter: Apprentice
23	DHH Interpreter: Intermediate
24	DHH Interpreter: Advanced
28	DHH Interpreter Specialist
25	Distance Education Coordinator
19	Home Advocate
14	Instructional Assistant I
15	Instructional Assistant II
17	Instructional Assistant III
19	Instructional Assistant IV
26	JAG Specialist
17	Library Media Clerk
19	Library Media Clerk – CHS
22	Library Media Clerk/Senior Project Coordinator - CHS
20	Library Media Technician
16	ParaProfessional I
17	ParaProfessional II
19	ParaProfessional III
20	ParaProfessional IV
20	ParaProfessional – ESL
20	ParaProfessional Home Advocate
20	RTI Liaison
20	RTI Specialist
19	Special Instructional Assistant - ESL

Maintenance and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
28	Building Maintenance Supervisor
21	Building Maintenance Worker
22	Communications/PC Technician
25	Computer Network Support Tech
24	Skilled Building Maintenance

Transportation and Related Classes:

<u>PAY RANGE</u>	<u>Title</u>
19	Automotive Service Worker
16	Bus Attendant, Disabled Students
18	Bus Driver
19	Disabled Students' Bus Driver
25	Equipment Mechanic
26	Fleet and Equipment Maintenance Coordinator
19	Substitute Bus Driver
20	Transportation Bus Driver Trainer
28	Transportation Department Supervisor
26	Transportation Route/Driver Coordinator

Specialized and Related Classes: Discussion with CESA for appropriate designation TBD.

<u>PAY RANGE</u>	<u>Title</u>
\$49K - \$60K	Network Engineer
\$49K - \$60K	Systems Engineer

**ARTICLE 15--EMPLOYEE EVALUATIONS**

- 15.1 The employee anniversary date is the original date of hire.
- 15.2 Evaluation of permanent employees shall be done annually by May 31 unless this date is extended for good cause by Human Resources with written notification to the employee and site administrator as to the revised due date. The evaluation "due" date may change if a reclassification has been implemented. The next evaluation will be due twelve months from the new reclassification date. All classified employees will be evaluated on the approved evaluation form provided by the District. See Appendix A.

- 15.3 Permanent employees will be evaluated once (1) during each twelve month period, unless problems exist in which case evaluations would be made on an unscheduled basis.
- 15.4 If an employee receives an unsatisfactory evaluation, the employee shall be re-evaluated in three (3) months.
- 15.5 In cases where an employee believes that the overall performance rating or a particular rating received under a performance review is unfair, the employee may discuss his/her concerns with the supervisor in an attempt to reach a satisfactory resolution and enter any remarks deemed appropriate in the section provided on the performance evaluation form.
- 15.6 If the employee is not evaluated on the appropriate evaluation date, his/her merit increase shall be processed on the next pay period.

#### **ARTICLE 16--PAYROLL DEDUCTION**

- 16.1-1 The School Board agrees to deduct from the salaries of its classified employees dues for the Carson Educational Support Association (CESA), as classified employees individually voluntarily authorize the School Board to deduct, and to transmit the monies promptly to the CESA. Authorization will be written on forms provided by the Association.
- 16.1-2 The Association will certify to the School Board in writing the current rate of membership dues. The School Board will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 16.1-3 Deductions referred to in 16.1-1 will be made in equal installments semi-monthly during the year. Deductions will be made effective the date the membership form is signed, and the dues for the sign-up pay period shall be deducted from the following month's salary.
- 16.1-4 No later than October 15th of each year, the Association will provide the School Board with a list of those employees who have voluntarily authorized the School Board to deduct dues for the organization named in Section 1 above. The Association will notify the School Board monthly of any changes in said list. Any classified employee desiring to have the School District discontinue deductions he/she has previously authorized must notify the Association in writing between July 1<sup>st</sup> and July 15<sup>th</sup> of each year for that school year's dues. Membership dues will then be discontinued as of the 1<sup>st</sup> pay period in August.
- 16.1-5 Upon termination of any employee, dues for the Association will end the month of termination.
- 16.1-6 The Association shall indemnify and save harmless the employer from any and all claims, demands, suits and costs, incurred in connection with any such claim, demand

and suit, resulting from any action taken by the employer for the purpose of complying with the provisions of this Article.

The School Board may designate one person to act on its behalf with respect to the accounting and administrative functions required by this Article; and may direct that such person be responsible for questions and problems regarding such accounting and administrative functions.

#### **ARTICLE 17--BILINGUAL SERVICES PROGRAM**

The District will determine the number of employees per school/work site that may be certified for bilingual skills compensation in the following categories: (1) primary bilingual skills designation and (2) secondary bi-lingual skills designation. The bi-lingual certification process includes written and oral testing as determined by the District. The District pays the cost on the initial test and employees pay for the cost of any re-tests following failure of the initial test. Employees certified by the District shall be paid in addition to their regular hourly rate, bilingual skills compensation of an increment of \$1,200 per year (prorated for based on actual number of work days following certification date) if designated by the District for primary bi-lingual skills and \$2.00 per hour if designated by the District for secondary bi-lingual skills. Such secondary bi-lingual skills work shall be documented and approved on the employee's time sheet. Such hourly work will be compensated in minimum 15 minute increments. This benefit is not applicable to employees hired by the District with foreign language skills that are a condition of continued employment, e.g. ESL (English as a Second Language) Paraprofessional. This pilot program is effective 30 calendar days following ratification and approval by the parties and not retroactive to July 1, 2011 and expires and is of no further effect after June 30, 2013 unless extended in writing by the Association and the District.

Pursuant to the identification and selection of staff that will be providing bilingual services for the Carson City School District, the following procedures are hereby established:

##### 17.1: Bilingual Procedures:

Step 1: The District will identify primary and secondary bilingual services staff defined as:

- Primary: staff that provide interpretation and/or translation of routine documents on a daily basis. No intent to have employees translate technical manuals or documents. This task would be translated by third party company.
- Secondary: staff that provide interpretation and/or translation of routine documents on an infrequent or as-needed basis.

Step 2: The District will train bilingual services staff with regard to FERPA, IEP, confidentiality, and best practices for interpreting.

Step 3: A third party company will administer the speaking (oral) and written competency test. The results of the test will determine fluency. The first language test will be at the District's expense. Any retests will be at the employee's expense.

##### 17.2: Compensation:



Primary bilingual services staff will receive the initial prorated \$1200 stipend. The intent of this section is to solely have one primary staff member per site. Thereafter, primary staff will receive the full stipend if certified in the beginning of the school year or a prorated portion based on number of work days if certified after the beginning of the school year. Secondary bilingual services staff will receive a \$2 per hour increment in addition to their regular hourly rate that will be noted and submitted on a time sheet. In addition, primary bilingual services staff must satisfactorily pass the speaking and written parts of the competency test to receive the \$1,200 stipend and secondary bilingual staff must pass the speaking portion of the competency test to receive the increment.

#### **ARTICLE 18--USE OF FACILITIES**

The Carson City School District Classified Employees shall have the right to use school mail boxes, email, and the inter-school mail service for organizational materials, provided that all such material is clearly identified and of a non-political nature. The Association accepts the responsibility for such material. The Association shall be allowed to use school buildings for Association meetings so long as arrangements have been made with the superintendent of schools or an authorized representative. Such meetings shall not conflict with any regular or special educational activities and such use shall not involve extra or other unusual expense to the District. Use of buildings on other than school days requires the approval of the superintendent or his representative. Any added expense resulting from Association use shall be paid by the Association.

#### **ARTICLE 19--CALENDAR**

Classified employees will be invited to provide input to the formulation of the Christmas and Easter vacations into the school calendar.

#### **ARTICLE 20--GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws of the State of Nevada or the United States. The parties agree that in the event any provisions of this Agreement are held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of this Agreement shall remain in full force and effect.

#### **ARTICLE 21--TENTATIVE AGREEMENT PROCEDURE**

- 21.1** It is hereby agreed by and between the undersigned parties that the procedure set forth herein shall be used during the course of their collective bargaining negotiations to demonstrate tentative agreement on any provision for their collective bargaining agreement.
- 21.2** Any provision for a collective bargaining agreement tentatively agreed to in negotiations between the Association panel and the School Board panel shall be stated in writing and shall be initialed and dated by the chief negotiator for each party.
- 21.3** The subject matter of any provision for collective bargaining agreement between the Association panel and the School Board panel which has been initialed in accordance with paragraph 20.1 above may not be reopened except by mutual agreement of both parties.

- 21.4 If the panels tentatively agree to and initial the provisions of a total agreement, the provisions of that agreement shall be subject to ratification and adoption by the members of the School Board. However, an initialed total Agreement shall commit the Association to submit the contents of that Agreement to its membership with a firm unanimous recommendation from its entire panel in favor of ratification and shall commit the School Board panel to submit the contents of that Agreement to the School Board with a firm unanimous recommendation in favor of its ratification and adoption.
- 21.5 The Association shall retain negotiations information requested and provided by District pursuant to NRS 288.180 (2) for a period of five years from receipt to avoid duplicate request in future years. Requested information available on District website will be provided by District with reference to location on District website where Association can download and print requested information.

**ARTICLE 22--TERMS OF AGREEMENT**

- 22.1 This Agreement, when ratified by both parties, shall become effective July 1, 2015 and shall remain in force until June 30, 2016, unless a successor agreement is ratified with an effective date prior to June 30, 2016.
- 22.2 If the parties cannot agree on any particular issue for negotiations and there has been a provision in the prior Agreement on this subject, that provision shall continue in the contract until changed by mutual agreement or by binding arbitration.
- 22.3 The expense for reproducing this Agreement will be borne by the District. Sufficient copies will be printed for each classified employee. The contract will be printed within thirty (30) days after both parties have proof read and approved the final draft.
- 22.4 The District may reopen the Agreement to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

**CARSON EDUCATIONAL SUPPORT ASSOCIATION (CESA)**

_____	_____
PRESIDENT	DATE
_____	_____
NEGOTIATIONS CHAIRPERSON	DATE

**CARSON CITY BOARD OF SCHOOL TRUSTEES**

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**Deleted:** This Agreement shall be effective as of the 1st day of July, 2013, and shall remain in effect until the 30th day of June, 2015, and shall continue indefinitely thereafter, unless either party shall give written notice to the other party in accordance with the provisions of NRS Chapter 288 of a desire to change, amend or modify the Agreement after its expiration. This Agreement shall automatically reopen for negotiations pursuant to NRS Chapter 288 for FY 2013-2014. If the District determines that there is a fiscal emergency, pursuant to NRS 288.150(2)(w)(2011), limited to reductions in property tax or the District's 2013-2014 or 2014-2015 Distributive School Allocation (DSA) as provided by the State Department of Taxation or State Department of Education this agreement will be automatically opened to address such fiscal emergency with written notification from the District to the Association President.

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PRESIDENT

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**COMPREHENSIVE AGREEMENT  
BETWEEN THE  
CARSON CITY SCHOOL DISTRICT  
AND THE  
CARSON CITY HEALTH SERVICES PERSONNEL ASSOCIATION**

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**COMPREHENSIVE AGREEMENT  
BETWEEN THE  
CARSON CITY SCHOOL DISTRICT  
AND THE  
CARSON CITY HEALTH SERVICE PERSONNEL ASSOCIATION  
2015-2016**

**ARTICLE 1--AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2013 by and between the School Board of Carson City, hereinafter referred to as the "School Board" and the Carson City Health Service Personnel Association, an affiliate of the Nevada State Education Association and the National Education Association, hereinafter referred to as the "Union."

**ARTICLE 2--RECOGNITION OF THE UNION**

The School Board does hereby recognize the Union as the sole collective bargaining representative for the duration of this Agreement for all Health Service Personnel with respect to wages, hours and working conditions, excluding supervisors and all other employees not named herein.

**ARTICLE 3--PRINCIPLES**

**3.1 Right to Join or Not Join**

It is recognized that RN's, Clinical Aides, and LPNs have the right to join or not join the Union but membership in the Union shall not be prerequisite for employment or continuation of any employee.

**3.2**

This Agreement is an attempt to reach mutual understanding regarding matters related to terms and conditions of employment. The School Board and the Union recognize that the School Board is the legally constituted body responsible for policies covering all aspects of the Carson City School District.

**3.3**

The District and the Association agree not to discriminate against any person on the basis of race, color, national origin, sex, disability, age, or on any other basis protected by state or federal law, and it provides equal access to the Boy Scouts of America and other designated youth groups.

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## ARTICLE 4 - DEFINITIONS

### 4.1

"**Union**" means the Carson City Health Service Personnel Association, and is the entity known as the Employee Organization in NRS 288.

### 4.2

"**School Board**" as used in this Agreement means the Board of School Trustees of the Carson City School District, and is the entity known as the Local Government Employer in NRS 288.

### 4.3

"**School District**" means the Carson City School District.

### 4.4

"**School year**" means the period of time from the first contracted day through the last contracted day as expressed in individual contracts executed between the District and members of the bargaining unit, except that the number of contract days or hours may be adjusted more or less provided that a proportionate corresponding adjustment is made with respect to the wage schedule set forth later in the Agreement.

### 4.5

"**Superintendent**" means the superintendent of schools of the Carson City School District.

### 4.6

"**NRS 288**" means Chapter 288 of the Statutes of Nevada, enacted by the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.

### 4.7

"**Days**" means regular working days, unless otherwise indicated.

### 4.8

"**Health service personnel**" means all nurses and emergency medical technicians (~~Clinical Aide~~) employed by the Carson City School District.

The following personnel are not covered by the terms of this Agreement:

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- a) Those employed as substitutes for health service personnel who are absent or on leave;
- b) Those employed as part time for 4 or less hours per day or for more than 4 hours a day but less than 95 consecutive days per year; and
- c) Those employed in a temporary position for less than 91 consecutive days at the same location.

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**ARTICLE 5--IMPASSE PROCEEDINGS**

**5.1**

Both parties shall have the right to determine that an impasse has been reached during negotiations and may so declare. The parties agree that following the declaration of an impasse, the parties shall follow the procedures outlined in NRS 288.200.

**ARTICLE 6--GRIEVANCE PROCEDURE**

**6.1 Purpose**

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of employees. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**6.2 Definitions**

a. A "**grievance**" shall mean a complaint by a unit member, members or the Union that he/she, they or it has/have been treated inequitably by reason of any act or condition which is contrary to any agreement that is arrived at through the collective bargaining procedure under the Local Government Employee-Management Relations Act.

Any other complaints such as unfair treatment or treatment which differs from the customary practice will be handled through managerial discretion. Also excluded from the grievance procedure will be matters which have their review methods specified by law or complaints about rules, regulations and policy having the force or effect of the law.

b. An "**aggrieved person**" means a person, group or Union making a complaint.

c. A "**party of interest**" means 1) any person or persons making a complaint; 2) any person or persons who might be required to take action relative to the complaint; 3) any person or persons against whom action might be taken in order to resolve the complaint; or, 4) the Union.

d. The term "**days**" when used in this article shall, except when otherwise indicated, mean working school days.

- e. The term "**superintendent**" means the superintendent of schools or a person designated to serve in his place.

### **6.3 Initiation of Group Grievances**

- a. Where members of the negotiating unit in one or more schools have a grievance, the chairman of the grievance committee, in the name of the Union at their request, may initiate a group grievance on their behalf. In such a case, a written grievance shall be filed originally with the superintendent, and information copies of the grievance shall be sent by the chairman simultaneously to the principal or principals of the employees involved.
- b. The Union shall have the right to initiate a grievance growing out of an alleged violation of Union rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the superintendent. Appeals to the superintendent or grievance filed originally with him under this article shall be heard by the superintendent within twenty (20) days of the receipt by him of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior thereto to the chairman of the grievance committee and any administrator involved in the grievance. The superintendent shall render his decision, in writing, within ten (10) days after concluding the hearing.

### **6.4 General Procedures**

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort shall be made to expedite the process.
- b. In the event a grievance is filed that cannot be processed before the end of the school term and that if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure shall be exhausted prior to the end of the school term or as soon thereafter as practicable.
- c. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, and should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of the agreement and grievance procedure in effect at the time the grievance was filed and not under the succeeding agreement procedure.

### **6.5 Provisions Applicable to All Grievances**

- a. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the School Board to take action complained of, subject however, to the final decision on the grievance.
- b. Members of the negotiating unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.
- c. The act of filing a grievance is not to be construed as insubordination.
- d. Any party of interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any competing organization. When a party is not represented by the Union, the Union shall have the right to be present and to state its view at all stages.
- e. Failure at any step of this procedure to communicate the decisions in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal the decision to the next step in writing on a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- f. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- g. Forms for processing grievances shall be jointly prepared by the superintendent and the Union. The forms shall be printed by the School Board and given appropriate distribution by the parties so as to facilitate operations of the grievance procedure.
- h. If any member of the Union's grievance committee is a party in interest to a grievance, he/she shall not serve as the Union's grievance representative in the processing of such grievance.
- i. The administration will cooperate with the Union in its investigation of any grievance and further, will furnish the Union with such information that is pertinent and available as is requested for the processing of the same grievance. In turn, the Union will furnish the School District with such information that is pertinent and available as is required for the processing of the same grievance.
- j. Nothing herein contained shall be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.
- k.

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**l. k.** Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any person from presenting and processing a grievance and having it adjusted without intervention or representation by the Union if the adjustment is not inconsistent with the terms of this Agreement.

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**l. j.** The sole administrative remedy available to any person for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure. Any person who has pursued any administrative remedy other than that provided under this grievance procedure should not be entitled to proceed under this grievance procedure.

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However, nothing contained herein shall deprive a person of pursuing his/her legal right in our state or federal courts. No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participants in the grievance procedure by reason of such participation.

**m.** In the course of investigation of any grievance, representatives of the Union shall report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

**n.** Every effort will be made by all parties to avoid interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure. Grievance discussions shall not be permitted to take any staff member away from his/her regular responsibilities and student-centered activities. Specifically, this means that no person shall be excused from his/her responsibilities during work time regardless of the complaint or who is involved. Unless special circumstances require otherwise, as determined by the superintendent and the chairman of the grievance committee, grievance hearings should not interfere with the ongoing student-centered activities.

**o.** Where administrative personnel are named in the grievance procedure to receive grievances and they are a party to the grievance, the grievance shall be submitted to the next highest authority.

**p.** The Union agrees that it will not bring or continue and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the School Board, and the School Board agrees that it will apply to substantially similar situations the decision of the School Board sustaining a grievance.

**q.** When a grievance is submitted to the superintendent or goes to arbitration, neither party may submit new evidence. Should either party do so, the grievance would have to be remanded to the level where the grievance was originally launched.

## 6.6 Initiating and Processing

**a. Level One - Principal**

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1. A person with a grievance shall, within ten (10) days of the knowledge of the act or condition, first discuss the grievance with his/her principal or immediate supervisor either individually or through the grievance committee representative with the objective of resolving the matter informally. The principal shall dispose of the grievance within ten (10) days after the discussion. If such disposition is not made, it shall be understood the grievance was denied.

2. A person with a grievance will then submit the grievance to the Union grievance committee for review and this committee should screen these complaints of persons for which the Union shall provide counsel, endorsement and/or representation. If a person is unable to obtain the endorsement of the Union, he/she shall be permitted to lodge the grievance procedure. Such complaints may be handled in whatever manner wise personnel practice dictates.

3. If the person is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the principal within fifteen (15) days following the act or condition which is the basis of his/her complaint. The principal will send information copies as to time and place of a hearing which shall be within five (5) days of the filing of the complaint to the aggrieved person, to the chairman of the Union's grievance committee and to the superintendent. After the hearing, the principal shall communicate his/her decision in writing within five (5) days to the aggrieved person and to all persons present at the hearing and to the superintendent.

4. When a supervisor and/or principal feels he/she would like a witness to a grievance hearing, at any stage, he/she should feel free to involve another administrator.

**b. Level Two - Superintendent**

1. Within five (5) days of receipt of the decision rendered by the principal in regard to such hearing, such decision may be further appealed by the aggrieved person to the superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect. The appeal shall be in writing, dated, and the receipt of the appeal initialed or recorded by the superintendent by date and time. It shall also state the name of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal.

2. Appeals to the superintendent shall be heard by the superintendent within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the superintendent five (5) days prior thereto to the aggrieved person, his/her representative, if any, the Union grievance representative, and any administrator who has theretofore been involved in the grievance.

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3. Within twenty (20) days of hearing the appeal, the superintendent of schools shall communicate to the aggrieved person and all other parties officially present at the hearing, his written decision which shall include supportive reason therefore. A copy of the decision will be sent to the chairman of the grievance committee.

**c. Level Three – Mediation**

If the grievant and/or CCHSPA is not satisfied with the disposition of the grievance by the Superintendent, the parties may mutually agree in writing to have the grievance submitted to mediation within five (5) days of the Superintendent's decision. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be conducted within thirty (30) days of the appointment of the mediator. The mediator shall have no binding authority. Any mediated agreement voluntarily agreed to by both parties will be binding and not subject to further appeal or court action. Any fees imposed by FMCS shall be equally split by the parties.

**d. Level Four - Arbitration**

1. In the event the grievance is not settled at the previous level, the aggrieved party may elect arbitration of the unresolved grievance in accordance with the following provisions:

a) Not later than ten (10) days after the superintendent has rendered his decision either party shall inform the other party, in writing, of their intent to request arbitration. If the School District requests arbitration, the superintendent shall send his informative notice to the chairman of the Union grievance committee. If the Union requests arbitration, the chairman of the Union grievance committee shall send the informative notice to the superintendent of schools.

b) The parties will jointly request from the list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within ten (10) days by the Union and the School District, each striking one (1) name from the list in turn until only one (1) name remains. The Union shall strike first.

c) The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provisions of this Agreement. An arbitrator in the absence of the expressed written Agreement of both parties shall have no authority to rule on any dispute between the parties other than the dispute which was originally processed.

d) The arbitrator's decision shall be submitted, in writing, to both parties and shall be final and binding on the parties to this Agreement unless he/she exceeds the powers specified herein, or is guilty of procedural error

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prejudicing the rights of either party as defined by Federal Labor Law decisions.

- e) The expenses of arbitration, including the arbitrator's fee, cost and expenses, and the cost of the arbitrator's transcript shall be borne exclusively by the party that has not prevailed. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
  - f) All hearings held by the arbitrator shall be in closed sessions and no party to or in any way associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.
2. No reprisals of any kind will be taken by the School Board or by any member of the administration against any party because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant or representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this article. The time for a grievance meeting must be approved by the superintendent of schools and by the Union and/or the grievant. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay.
3. No provision of this article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Union. However, such discussion shall not relieve any party from compliance with other provisions of this article in the absence of an expressed written waiver of such provisions.
4. The parties hereby recognize the existence of Policies and Administrative Regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed as a complaint on policy.

## **ARTICLE 7--USE OF FACILITIES**

### **7.1**

The Union shall have the right to use school mail boxes and the inter-school mail service for organizational material, provided all such material is clearly identified and the Union accepts the

responsibility for such material. Copies of all such material shall be given to the building principal if Carson City School District's material, postage or copy machine is used.

## 7.2

The Union shall be allowed the use of school buildings for Union meetings on regular school days so long as arrangements have been made with the superintendent of schools or an authorized representative. Such meetings shall not conflict with any regular or special educational activities and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of buildings on other than school days requires the approval of the superintendent in addition to the school principal. Any added expense resulting from Union use shall be paid by the Union.

## ARTICLE 8--DUES DEDUCTIONS

### 8.1

The School Board agrees to deduct from the salaries of its employees Union dues for the persons who individually voluntarily authorized the School Board to deduct, and to transmit the monies promptly to the Union. Deduction authorization will be written on forms provided by the Union.

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### 8.2

The Union will certify to the School Board in writing the current rate of membership dues. The School Board will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

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### 8.3

Deductions referred to in Section 8.1 above will be made in equal installments once each month during the year. The School Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th day of the month prior to the distribution of the payroll from which the deductions are made.

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### 8.4

No later than October 15th of the each year, the Union will provide the School Board with a list of those employees who have voluntarily authorized the School Board to deduct dues for the organizations named in Section 8.1 above. The Union will notify the School Board monthly of any changes in said list. Any person desiring to have the School District discontinue deductions he/she has previously authorized must notify the School Board in writing by September 15 of each year for that school year's dues.

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### 8.5

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The Union shall indemnify and save harmless the employer from any and all claims, demands, suits and costs, incurred in connection with any such claim, demand and suit, resulting from any action taken by the employer for the purpose of complying with the provisions of this article.

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The School Board may at its option direct the coordinator of business and finance to act on behalf of the School Board.

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## ARTICLE 9--UNIT MEMBER PROTECTION

### 9.1

The School District will provide legal assistance within the limits of any insurance policy the School District may have for such purposes, for any person who is sued for any alleged incident which occurs in the pursuance of his/her duties and within the limits of his/her assigned responsibility, as may be determined by any court of competent jurisdiction.

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a. Such reports shall be made to the Unit member's principal or immediate supervisor for immediate forwarding to the School Board through the superintendent's office.

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### 9.2

a. An employee covered by this agreement while acting in pursuance of his/her duties may use physical force as is reasonable and necessary to protect himself/herself or for the protection of others or the property of the School District from possible injury or to quell a disturbance threatening physical injury.

b. An employee covered by this agreement may expect an administrator or his/her designee to react in a reasonable amount of time if there is an expectation of physical injury to an employee or student of the District, or physical damage to District property is occurring or imminent.

c. An employee covered by this agreement will not be required to perform any duty or act outside the scope of his/her employment which unreasonably threatens the employee's or student's physical safety or well-being.

d. The District agrees to assist an employee covered by this agreement who is assaulted while acting within the scope of his/her employment in accordance with District policies and direction. Administrative leave may be authorized by the Superintendent, upon request, without deductions to sick leave.

### 9.3

No formal action shall be taken upon any complaint by a parent of a student directed toward a Unit member, nor shall any notice thereof be included in said Unit member's personnel file unless such matter has been reported in writing to the Unit member within seven (7) working days of said complaint.

9.4

If any question of breach of professional ethics is involved, the Union and the School Board shall be notified within seven (7) days of the initiation of formal action.

9.5

Unit members shall have the right to be present during parent conferences that bear upon the Unit member's responsibilities. A principal may confer with the parents without Unit member's attendance when such meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

9.6

No post probationary employee covered by this Agreement will be disciplined, suspended, demoted or terminated for disciplinary reasons without just cause. Disciplinary actions below the level of suspension, demotion and termination may only be appealed to the Superintendent's level which decision will be final and binding on the parties.

9.7

The probationary period under this Agreement shall be defined as 183 consecutive work days from date of hire.

ARTICLE 10--UNIT MEMBERS HOURS

The building principal or the superintendent may require attendance at their discretion, of any Unit member, at staff meetings, in-service meetings, parent conferences or other similar activities designed to further the education needs of the District.

ARTICLE 11--PROFESSIONAL COMPENSATION

11.1

Compensation

Ratification of this contract includes a 1.0% salary increase to the 2014-2015 salary tables calculated as in prior years retroactive to the first full pay period of the contracted 2015-2016 contracted school year (September 15, 2015).

In addition, the District paid the employee portion of the July, 2015 PERS increase (1.125%).

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**Longevity**

10 year additional increment – Employees who have completed 10 years of continuous service shall receive a total of \$500 in addition to their schedule salary.\* Effective for the 2013-2015 term and this increment will be \$625.

15 year additional increment – Employees who have completed 15 years of continuous service shall receive a total of \$1150 in addition to their schedule salary.\* Effective for the 2013-2015 term and this increment will be \$1,200.

20 year additional increment – Employees who have completed 20 years of continuous service shall receive a total of \$1400 in addition to their schedule salary.\* Effective for the 2013-2015 term and this increment will be \$1,700.

\*Longevity increment is not added to the base salary and is payable on the final payroll check in June [30 Payroll check].

**Definitions of Headings:**

**A** = Nurse R.N. (without baccalaureate degree in nursing or endorsements pursuant to NAC 391.305 or 391.310)

**B** = School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 16 semester hours in health or education related courses.

**C** = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 32 semester hours in health or education related courses  
(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305)

**D** = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 48 semester hours in health or education related courses  
(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305) + 16 semester hours in health or education related courses

**E** = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 64 semester hours in health or education related courses  
(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305) + 32 semester hours in health or education related courses

**F** = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 80 semester hours in health or education related courses  
(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305) + 48 semester hours in health or education related courses  
(3) Professional School Nurse Endorsement (pursuant to NAC 391.310)

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**Deleted:** If any District bargaining unit receives an increase to its salary schedule (exclusive of reclassification and adverse interest arbitration award) in excess of one half (1/2) of one (1) percent during the term of this agreement, then this Agreement shall be automatically reopened to negotiate over Article 11-Comensation. . . [5]

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**Full-Time – Equivalent Status:**

- a. Employees with a regular work week which averages 20 hours or more will have, in addition to their salary, the current costs paid by the Carson City School District to the Public Employees Retirement System (PERS) for retirement benefits.

**Vertical Movement on the Salary Schedule:**

- b. Employees will advance a maximum of one step for the 2014-2015 school year on their anniversary date provided they have completed the necessary years of service on the compensation schedule. Employees may then advance a maximum of one step each school year thereafter through the top step in the salary range.

**Quarter Hours to Semester Hours Conversion:**

- c. One quarter hour is equal to two-thirds of a semester hour.
- d. All health service personnel shall work the full school year which will be termed as 183 days at 7 1/2 hours per day which includes a one-half hour lunch period for Registered Nurses, and 183 days at 7 1/2 hours per day which includes a one-half hour lunch period for RNs, LPNs, and Clinical Aides.

~~CLINICAL AIDE~~  
& LICENSED PRACTICAL NURSE (L.P.N.)  
SALARY SCHEDULE 2013-2014

Years Exper.	<del>CLINICAL AIDE</del> Column A	LPN Column B	LPN + 16 Column C	LPN + 32 Column D
1	<del>\$17,579.18</del>	\$18,007.99	\$18,438.64	\$18,871.14
2	<del>\$18,438.64</del>	\$18,922.90	\$19,353.55	\$19,791.60
3	<del>\$19,353.55</del>	\$19,880.31	\$20,309.12	\$20,736.08
4	<del>\$20,312.82</del>	\$20,889.49	\$21,316.44	\$21,745.25
5	<del>\$21,316.44</del>	\$21,662.08	\$22,090.88	\$22,523.38
6	<del>\$22,320.07</del>	\$22,662.01	\$23,098.21	\$23,528.86
7	<del>\$23,321.85</del>	\$23,665.63	\$24,096.29	\$24,528.79
8	<del>\$24,332.87</del>	\$24,258.94	\$24,696.98	\$25,142.42

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9	<del>\$24,898.45</del>	<del>\$24,850.39</del>	<del>\$25,299.53</del>	<del>\$25,752.36</del>
10	<del>\$25,464.03</del>	<del>\$25,441.85</del>	<del>\$25,902.08</del>	<del>\$26,356.76</del>
11		<del>\$26,138.66</del>	<del>\$26,471.35</del>	<del>\$26,927.88</del>
12			<del>\$27,186.64</del>	<del>\$27,656.11</del>

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CLINICAL AIDE  
& LICENSED PRACTICAL NURSE (L.P.N.)  
SALARY SCHEDULE 2014 2015

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Years Exper.	<u>CLINICAL AIDE</u> Column A	LPN Column B	LPN + 16 Column C	LPN + 32 Column D
1	<del>\$17,754.97</del>	<del>\$18,188.07</del>	<del>\$18,623.03</del>	<del>\$19,059.85</del>
2	<del>\$18,623.03</del>	<del>\$19,112.13</del>	<del>\$19,547.09</del>	<del>\$19,989.52</del>
3	<del>\$19,547.09</del>	<del>\$20,079.11</del>	<del>\$20,512.21</del>	<del>\$20,943.44</del>
4	<del>\$20,515.95</del>	<del>\$21,098.38</del>	<del>\$21,529.60</del>	<del>\$21,962.70</del>
5	<del>\$21,529.60</del>	<del>\$21,878.70</del>	<del>\$22,311.79</del>	<del>\$22,748.61</del>
6	<del>\$22,543.27</del>	<del>\$22,888.63</del>	<del>\$23,329.19</del>	<del>\$23,764.15</del>
7	<del>\$23,555.07</del>	<del>\$23,902.29</del>	<del>\$24,337.35</del>	<del>\$24,774.08</del>
8	<del>\$24,576.20</del>	<del>\$24,501.53</del>	<del>\$24,943.95</del>	<del>\$25,393.84</del>
9	<del>\$25,147.43</del>	<del>\$25,098.89</del>	<del>\$25,552.53</del>	<del>\$26,009.88</del>
10	<del>\$25,718.67</del>	<del>\$25,696.27</del>	<del>\$26,161.10</del>	<del>\$26,620.33</del>
11	<del>\$26,400.05</del>		<del>\$26,736.06</del>	<del>\$27,197.16</del>
12			<del>\$27,458.51</del>	<del>\$27,932.67</del>

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CLINICAL AIDE & LICENSED PRACTICAL NURSE (L.P.N.)  
SALARY SCHEDULE 2015-2016

Years	<u>CLINICAL AIDE</u>	LPN	LPN + 16	LPN + 32
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Exper.	Column B	Column C	Column D	Column E
1	\$17,932.52	\$18,369.95	\$18,809.26	\$19,250.45
2	\$18,809.26	\$19,303.25	\$19,742.56	\$20,189.42
3	\$19,742.56	\$20,279.90	\$20,717.33	\$21,152.87
4	\$20,721.11	\$21,309.36	\$21,744.90	\$22,182.33
5	\$21,744.90	\$22,097.49	\$22,534.91	\$22,976.10
6	\$22,768.70	\$23,117.52	\$23,562.48	\$24,001.79
7	\$23,790.62	\$24,141.31	\$24,580.62	\$25,021.82
8	\$24,821.96	\$24,746.55	\$25,193.39	\$25,647.78
9	\$25,398.90	\$25,349.88	\$25,808.06	\$26,269.98
10	\$25,975.86	\$25,953.23	\$26,422.71	\$26,886.53
11	\$26,664.05		\$27,003.42	\$27,469.13
12			\$27,733.10	\$28,212.00

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**REGISTERED NURSES (R.N.) SALARY SCHEDULE 2013-2014**

Years Exper.	Column A	Column B	Column C	Column D	Column E	Column F
	1	\$30,997.84	\$31,509.82	\$32,027.34	\$32,938.55	\$33,443.14
2	\$32,007.01	\$32,509.75	\$33,010.64	\$33,945.88	\$34,450.46	\$34,929.17
3	\$33,010.64	\$33,513.38	\$34,016.11	\$34,951.35	\$35,450.39	\$35,934.65
4	\$34,016.11	\$34,518.85	\$35,019.74	\$35,953.13	\$36,457.72	\$36,938.28
5	\$35,019.74	\$35,518.78	\$36,023.37	\$36,960.46	\$37,459.50	\$37,941.90

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<del>6</del>	<del>\$36,023.37</del>	<del>\$36,524.26</del>	<del>\$37,026.99</del>	<del>\$37,964.08</del>	<del>\$38,461.27</del>	<del>\$38,945.53</del>
<del>7</del>	<del>\$37,026.99</del>	<del>\$37,531.58</del>	<del>\$38,026.92</del>	<del>\$38,965.86</del>	<del>\$39,470.45</del>	<del>\$39,951.00</del>
<del>8</del>	<del>\$38,025.08</del>	<del>\$38,531.51</del>	<del>\$39,034.25</del>	<del>\$39,971.34</del>	<del>\$40,475.92</del>	<del>\$40,954.63</del>
<del>9</del>	<del>\$39,026.85</del>	<del>\$39,535.14</del>	<del>\$40,041.57</del>	<del>\$40,971.27</del>	<del>\$41,475.85</del>	<del>\$41,958.26</del>
<del>10</del>	<del>\$40,030.48</del>	<del>\$40,535.07</del>	<del>\$41,041.50</del>	<del>\$41,974.89</del>	<del>\$42,479.48</del>	<del>\$42,961.89</del>
<del>11</del>	<del>\$41,113.59</del>	<del>\$41,536.85</del>	<del>\$42,045.13</del>	<del>\$42,974.82</del>	<del>\$43,479.41</del>	<del>\$43,961.82</del>
<del>12</del>		<del>\$42,527.53</del>	<del>\$43,045.06</del>	<del>\$43,978.45</del>	<del>\$44,481.19</del>	<del>\$44,961.75</del>
<del>13</del>			<del>\$44,044.99</del>	<del>\$44,982.08</del>	<del>\$45,482.97</del>	<del>\$45,965.37</del>
<del>14</del>			<del>\$45,046.77</del>	<del>\$45,983.86</del>	<del>\$46,482.90</del>	<del>\$46,965.30</del>
<del>15</del>			<del>\$46,266.65</del>	<del>\$46,983.79</del>	<del>\$47,479.13</del>	<del>\$47,961.54</del>
<del>16</del>					<del>\$48,480.91</del>	<del>\$48,963.32</del>

**REGISTERED NURSES (R.N.) SALARY SCHEDULE 2014-2015**

	Nurse RN	Sch. Nurse RN + 16 credits	Sch. Nurse RN + 32 credits	Sch. Nurse RN + 48 credits	Sch. Nurse RN + 64 credits	Sch. Nurse RN + 80 credits
			Sch. Nurse BSN	Sch. Nurse BSN + 16 credits	Sch. Nurse BSN + 32 credits	Sch. Nurse BSN + 48 credits
Years Exper.	Column A	Column B	Column C	Column D	Column E	Column F
<del>1</del>	<del>\$31,307.82</del>	<del>\$31,824.92</del>	<del>\$32,347.61</del>	<del>\$33,267.94</del>	<del>\$33,777.57</del>	<del>\$34,266.66</del>
<del>2</del>	<del>\$32,327.08</del>	<del>\$32,834.85</del>	<del>\$33,340.75</del>	<del>\$34,285.34</del>	<del>\$34,794.96</del>	<del>\$35,278.46</del>
<del>3</del>	<del>\$33,340.75</del>	<del>\$33,848.51</del>	<del>\$34,356.27</del>	<del>\$35,300.86</del>	<del>\$35,804.89</del>	<del>\$36,294.00</del>
<del>4</del>	<del>\$34,356.27</del>	<del>\$34,864.04</del>	<del>\$35,369.94</del>	<del>\$36,312.66</del>	<del>\$36,822.30</del>	<del>\$37,307.66</del>
<del>5</del>	<del>\$35,369.94</del>	<del>\$35,873.97</del>	<del>\$36,383.60</del>	<del>\$37,330.06</del>	<del>\$37,834.10</del>	<del>\$38,321.32</del>

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<del>6</del>	<del>\$36,383.60</del>	<del>\$36,889.50</del>	<del>\$37,397.26</del>	<del>\$38,343.72</del>	<del>\$38,845.88</del>	<del>\$39,334.99</del>
<del>7</del>	<del>\$37,397.26</del>	<del>\$37,906.90</del>	<del>\$38,407.19</del>	<del>\$39,355.52</del>	<del>\$39,865.15</del>	<del>\$40,350.51</del>
<del>8</del>	<del>\$38,405.33</del>	<del>\$38,916.83</del>	<del>\$39,424.59</del>	<del>\$40,371.05</del>	<del>\$40,880.68</del>	<del>\$41,364.18</del>
<del>9</del>	<del>\$39,417.12</del>	<del>\$39,930.49</del>	<del>\$40,441.99</del>	<del>\$41,380.98</del>	<del>\$41,890.61</del>	<del>\$42,377.84</del>
<del>10</del>	<del>\$40,430.78</del>	<del>\$40,940.42</del>	<del>\$41,451.92</del>	<del>\$42,394.64</del>	<del>\$42,904.27</del>	<del>\$43,391.51</del>
<del>11</del>	<del>\$41,524.73</del>	<del>\$41,952.22</del>	<del>\$42,465.58</del>	<del>\$43,404.57</del>	<del>\$43,914.20</del>	<del>\$44,401.44</del>
<del>12</del>		<del>\$42,952.81</del>	<del>\$43,475.51</del>	<del>\$44,418.23</del>	<del>\$44,926.00</del>	<del>\$45,411.37</del>
<del>13</del>			<del>\$44,485.44</del>	<del>\$45,431.90</del>	<del>\$45,937.80</del>	<del>\$46,425.02</del>
<del>14</del>			<del>\$45,497.24</del>	<del>\$46,443.70</del>	<del>\$46,947.73</del>	<del>\$47,434.95</del>
<del>15</del>			<del>\$46,729.32</del>	<del>\$47,453.63</del>	<del>\$47,953.92</del>	<del>\$48,441.16</del>
<del>16</del>				<del>\$48,965.72</del>	<del>\$49,452.95</del>	

**REGISTERED NURSES (R.N.) SALARY SCHEDULE 2015-2016**

	Nurse RN	Sch. Nurse RN + 16 credits	Sch. Nurse RN + 32 credits	Sch. Nurse RN + 48 credits	Sch. Nurse RN + 64 credits	Sch. Nurse RN + 80 credits
			Sch. Nurse BSN	Sch. Nurse BSN + 16 credits	Sch. Nurse BSN + 32 credits	Sch. Nurse BSN + 48 credits
Years Exper.	Column A	Column B	Column C	Column D	Column E	Column F
1	\$31,620.90	\$32,143.17	\$32,671.09	\$33,600.62	\$34,115.35	\$34,609.33
2	\$32,650.35	\$33,163.20	\$33,674.16	\$34,628.19	\$35,142.91	\$35,631.24
3	\$33,674.16	\$34,187.00	\$34,699.83	\$35,653.87	\$36,162.94	\$36,656.94
4	\$34,699.83	\$35,212.68	\$35,723.64	\$36,675.79	\$37,190.52	\$37,680.74
5	\$35,723.64	\$36,232.71	\$36,747.44	\$37,703.36	\$38,212.44	\$38,704.53
6	\$36,747.44	\$37,258.40	\$37,771.23	\$38,727.16	\$39,234.34	\$39,728.34
7	\$37,771.23	\$38,285.97	\$38,791.26	\$39,749.08	\$40,263.80	\$40,754.02
8	\$38,789.38	\$39,306.00	\$39,818.84	\$40,774.76	\$41,289.49	\$41,777.82
9	\$39,811.29	\$40,329.79	\$40,846.41	\$41,794.79	\$42,309.52	\$42,801.62
10	\$40,835.09	\$41,349.82	\$41,866.44	\$42,818.59	\$43,333.31	\$43,825.43

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11	\$41,939.98	\$42,371.74	\$42,890.24	\$43,838.62	\$44,353.34	\$44,845.45
12		\$43,382.34	\$43,910.27	\$44,862.41	\$45,375.26	\$45,865.48
13			\$44,930.29	\$45,886.22	\$46,397.18	\$46,889.27
14			\$45,952.21	\$46,908.14	\$47,417.21	\$47,909.30
15			\$47,196.61	\$47,928.17	\$48,433.46	\$48,925.57
16					\$49,455.38	\$49,947.48

**11.2 Terms and Date of Payment**

- a. All employees will be paid over 12 months or the school year. Individual employees cannot be paid on different schedules from the bargaining unit. If the bargaining unit does not notify the District to the contrary in writing by June 30<sup>th</sup>, the bargaining unit including all employees covered by the Agreement will be paid over a twelve (12) month period for the next school year. Changes to the method of payment will not be made after June 30<sup>th</sup> or during the school year.
- b. Unit members terminating their employment can make arrangements to have the balance of their contract paid by making arrangements with the superintendent, financial conditions permitting.

**11.3**

Registered Nurses may move horizontally on the salary schedule as indicated on each salary heading column. Credit from an accredited college or university which has been earned after employment with the District may be applied for column advancement if those credits are obtained from courses in the area of health care which are required for attainment of the next level of endorsement as set forth by the Department of Education.

**11.4**

An employee shall not be additionally compensated for teaching a class or classes or for preparing for such when done within the normal work day. Employees may refuse, however, to teach any classes if they do not want such assignments.

Nothing above shall be construed as to limit an employee’s responsibility to relay proper health care information and service to students or staff as may be required in day-to-day job routines and requirements.

**11.5**

Employees who have obtained prior verbal and/or written approval by their supervisor or principal to work in excess of the regular school day, shall be compensated at their regular hourly rate of pay for such time.

Employees who respond to a medical emergency involving aid for a student which necessitates their presence and in so doing works in excess of their regular school day, shall be compensated at their regular hourly rate of pay for such time. The employee will prepare a written report for their supervisor the next working day setting forth the circumstances of the emergency and why their presence was needed. The supervisor will approve the additional hours if there is verification that medical emergency aid was rendered and that it required the presence of the employee.

#### **11.6 Educational Increment**

Educational Degrees: Employees will be paid an annual increment of a maximum of \$1,000 for an Associate of Arts degree(s) or an annual increment of a maximum \$1,500.00 for a Bachelor of Arts or Bachelor's of Science or Masters degree(s) from an accredited institution approved by the Associate Superintendent for Human Resources unless the degree is a requirement of the classification. This annual increment will be prorated for the number of months that the employee has the degree. There is a maximum of one increment paid under this section no matter how many degrees an employee has. If an employee has an AA degree(s) and a BA/BS and a Master's degree(s) the employee will only be paid for one degree for a maximum of \$1,500.00 per year. The above salary increment is subject to PERS contributions and will be paid separately each pay period or a pro-rated amount through the remainder of the year if the degree has been earned is earned during the year.

### **ARTICLE 12--CONTRACT OF EMPLOYMENT**

#### **12.1**

This Agreement, when ratified by both parties shall be incorporated by reference and become a part of the Unit member's contract of employment.

### **ARTICLE 13--NOTIFICATION OF VACANCIES AND PROMOTIONS**

#### **13.1**

Vacancies which occur in professional positions in the Carson City School District at any time during the school year shall be publicized in the individual schools throughout the School District as well as the bulletin board in the administration building.

#### **13.2**

Persons who desire to apply for a promotional position which may be filled during the summer vacation period may submit their names to the personnel department together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The personnel department shall notify such persons of any vacancy in a

position for which they desire to apply. Such notice and application forms shall be sent at least ten (10) days before the final date when the applications are to be submitted.

### **13.3**

Notices of promotional vacancies shall set forth the information pertinent to the positions, i.e., qualifications, requirements, duties, salary, plus any other items deemed pertinent. Promotion is defined as the achievement of a professional position which pays a higher salary differential or is on a higher salary schedule than the regular salary schedule.

### **13.4**

Nothing in the foregoing sections shall be construed to prohibit filling a vacancy by temporary appointment pending the selection of a permanent appointee. Substitutes or Part Time Health Service Personnel shall be placed in such position until the vacancy is filled as determined necessary by the Superintendent or designee.

## **ARTICLE 14--LEAVE**

### **14.1 Sick Leave**

Each full-time employee of the Carson City School District shall be allowed at the beginning of the school year 15 days of which no pay deductions shall be made because of personal illness or accident. There shall be no limit as to the accumulation of sick leave if service is continuous.

- a.** Personal illness or accident is defined as illness or accident to the employee. A doctor's statement may be requested for any absence, but it is mandatory after ten days. This mandatory doctor's statement will include the anticipated length of absence and the reason for the absence. Before the employee may return to his or her normal duties, a doctor's release must be submitted to the superintendent or his designee.
- b.** For the absence due to the conditions stated above, beyond the accumulated sick leave allowance, pay deductions will be made in proportion to the basic salary per day based on the number of days stated on the contract.
- c.** Accumulated sick leave not to exceed 15 days in any one school year may be used for illness, death or accident for members of the immediate family. Extensions beyond the 15 days may be granted by the School Board. Immediate families defined as husband, wife, children, father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, foster parents, sister-in-law, brother-in-law, stepparents, half brothers, adopted children, stepchildren and grandparents.

- d. Termination of employment automatically erases any sick leave benefits. Reemployment after termination begins another term in the accumulation of sick leave.
- e. Sick leave allowance is granted only under the legal designation, personal illness, or because of serious illness, accident, or death of a member of the immediate family. Failure to report to work because of weather conditions, road conditions, or any reason other than those reasons stated by law will require a per diem deduction from the salary of the person.
- f. Sick leave earned in another school district in Nevada may not be transferred to the Carson City School District.

Health service personnel covered by this Agreement who begin employment after the start of the school year or who terminate prior to the end of the school year will earn sick leave on a pro rata basis set in the following formula:

$\frac{\text{Number of days to be worked or actually worked}}{183 \text{ days}} = \text{sick leave days earned}$

- g. In the event any employee does not complete the number of days required by his/her contract, the number of such days used in excess of the number of pro-rated days earned will be deducted when the final pay of the terminating employee is computed. Employees who begin service later in the school year will earn sick leave on a pro-rated basis at the rate of 1 1/2 days for each school month.
- h. The principal shall make available, not later than the beginning of September, the accumulated sick leave as of that date.
- i. Under no circumstances will an employee be paid for more sick leave than is indicated in his/her account. In cases of dispute concerning the number of days of sick leave an employee has in his/her account, the records maintained in the personnel office will be considered as the official record.
- j. Each year, a health service employee with more than 165 accumulated sick leave days may convert a maximum of 15 sick leave days to 1 personal leave day. The employee must always maintain a sick leave balance, after conversion, that is equal to or greater than 150 days in order to be able to convert sick days to 1 personal day. An employee who intends to convert sick leave days to 1 personal day must notify the District by September 30<sup>th</sup> on a form provided by District Finance.

#### 14.2 Maternity Leave and Child Adoption Leave

- a. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom and any temporary disability resulting therefrom shall be treated as any other temporary disability for all job-related purposes under the provisions of sick leave. An employee is able to use accumulated sick leave up to maximum of six (6) weeks for maternity leave. Maternity leave beyond six (6) weeks may be granted based on a physician's excuse if the employee has accrued sick leave to cover the extension or as unpaid leave under the provisions and subject to the requirements of the FMLA. FMLA leave will be concurrent with any maternity leave.

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b. An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:

1. A maximum of six (6) weeks adoption leave will be permitted to either the mother or father, but not simultaneously. Adoption leave must be taken immediately upon receiving child or as provided by the FMLA. Leave beyond six (6) weeks may be granted under the provisions of and subject to the requirements of the FMLA. FMLA leave will be concurrent with any adoption leave.
2. Adoption leave will be granted only for children who are between the ages of birth and six (6) years of age at the time of adoption or under age requirements provided by the FMLA if FMLA leave used.
3. The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.

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### 14.3 Leave Without Pay

Leave of absence without pay for a school year may be granted by the School Board to regular employees who have completed at least three continuous years of service to the District, upon written request to the School Board, prior to July 1, preceding the year of requested absence. Leave without pay may be granted for the following reasons or such other reasons that the School Board feels appropriate: a) approved study; b) approved travel; c) exchange with counterpart within another school system; d) health; e) child rearing; and f) service in and for the armed forces of the United States.

- a. All persons who are on leave of absence without pay must notify the Carson City School District Personnel Office, in writing, of their intent to return to the Carson City School District. This written notification must be received by the Carson City School District Personnel Office on or before March 15. Failure to comply will terminate the reemployment agreement.
- b. In the event that the original request for leave has not been complied with, the employee must submit in writing the reasons for non-compliance with the original leave request. In the event of such non-compliance the School Board, at its discretion, may terminate the agreement to reemploy.
- c. Persons granted a leave of absence will return to duty at the same status on the salary schedule unless the employee has qualified for advancement as shown at the date the leave was granted. While assurance cannot be given to the employee returning as to his/her building, grade or position assignment, every effort shall be made to return him/her to the position he/she left. He/she shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

### 14.4 Military Leave

Military leave will be granted under the provisions of NRS 281.145.

#### 14.5 Sabbatical Leave

Registered Nurses, Licensed Practical Nurses, and Clinical Aides (effective on and after July 1, 2010) who have seven (7) or more years of continuous service in the Carson City School District, may be eligible for sabbatical leave under the following conditions:

- a. Applications for sabbatical leave must be submitted to the personnel office no later than March 1 of the school year immediately preceding the year of the sabbatical.
- b. Applicants must submit a formal educational plan for the sabbatical leave, which includes full-time study at an accredited college or university (minimum equals the minimum number of credit hours which meet the requirements for full-time study at the attending college or university for each semester of the sabbatical leave). The educational plan must focus upon improving health or educational skills.
- c. Successful applicants will be entitled to one-half (1/2) salary during the sabbatical leave. The School District will also provide employer-paid retirement benefits and group health insurance as provided elsewhere in this Agreement.
- d. Successful applicants must provide a surety bond in the amount of the sabbatical stipend to ensure that they will return to the Carson City School District and serve a minimum of two (2) years following completion of the sabbatical leave.
- e. After completion of the sabbatical leave, returning employees must submit a formal written report to the superintendent.
- f. Employees will receive a service time for the sabbatical leave.
- g. Credits earned while on sabbatical may be used for advancement on the salary schedule.
- h. No more than one (1) Registered Nurse or one (1) Licensed Practical Nurse or one (1) Emergency Medical Technician employee may be on sabbatical leave from the Carson City School District during any academic year.
- i. Approval of sabbatical leave for Emergency Medical Technicians subject to employee being pre-admitted into an accredited Registered Nurse (RN) or Licensed Practical Nurse (LPN) degree program and obtaining RN degree and Nevada RN or LPN licensure.

The superintendent will review all applications and may select a candidate for the sabbatical. In making the decision to grant sabbatical leave, the superintendent will take into consideration the ability to fill the vacancy by an Emergency Medical Technician or Licensed Practical Nurse or a Registered Nurse with a School Nurse Endorsement or School Nurse Professional Endorsement for the duration of the sabbatical leave, the proposed educational plan as compared to the needs

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of the School District, and the ability of the School District to meet the financial requirements imposed by granting such leave.

#### **14.6 Absence for Professional Purposes**

The superintendent may authorize absences of employees for professional purposes with pay provided that such attendance will render an educational service or value to the Carson City School District. Additional absence for professional purposes may be granted on specific authorization of the School Board. All requests for professional absence will be made to the superintendent of schools.

#### **14.7 Absence for Jury Duty**

- a. Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Carson City School District under such absence shall be at the regular rate.
- b. An employee called for jury duty must report daily to the immediate supervisor as to the jury's schedule for the following work day.
- c. An employee will be released from all school obligations the entire day of a jury summons, even if the jury duty lasts only a portion of that day.
- d. The employee may retain any pay given by the court.

#### **14.8 Paid Leave for Personal Business**

- a. All full-time health service employees will be entitled to two (2) days of personal leave with pay to be credited at the beginning of each school year.
- b. Personal leave days may be taken in hourly increments and granted in accordance with this article will be granted without any limitation on the purpose for the use of such leave and shall only be limited by the provisions of 14.8 (c and d) as stated below when a substitute is not required otherwise will be taken in minimum half day increments.
- c. Employees eligible for personal leave shall notify their principal and/or supervisor, in writing, of the intended use of a half day, day or hour(s) of personal leave at least five (5) school days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible.
- d. Personal leave days will be approved by the principal and/or supervisor, in writing, whenever the requests do not jeopardize the health and well being of students and staff in terms of the number of requests per building and the availability of satisfactory substitutes. The determination of whether or not the health and well being of students and staff would be jeopardized and the availability of satisfactory substitutes will be made solely by the principal and/or supervisor.

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- e. There shall be no limit as to the accumulation of unused personal leave if service is continuous. Yet, at no time may a person use more than five (5) days in any one school year.
- f. When an employee is hired after the beginning of a school year he/she will be credited with personal leave as follows:
  - 1. A full-time employee must serve the District one-half or more of the contractual year to be credited with two days personal leave.
  - 2. A full-time employee who serves the District more than one-fourth but less than one-half of the contractual year will be credited with one personal leave day.
- g. Employees who voluntarily terminate will be eligible for pay for unused personal leave held at the time of termination. Accumulated personal leave will be paid at the following specified percentage of his/her contractual daily rate of pay:
  - 1. Employees with ten (10) but less than fifteen (15) years of service, at 15%
  - 2. Employees with fifteen (15), but less than twenty (20) years of service at 20%
  - 3. Employees with twenty (20) or more years, at 25%

#### 14.9 Absence for Personal Business

Absence without pay may be authorized by the superintendent for purposes which he considers urgent and which shall be deducted from the employee's salary in the amount of the proportionate amount of compensation equal to the Absence without Pay. The employee shall make application for such authorization at least ten (10) days in advance of the occurrence, or if advance application is not possible, not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decisions for such absence. The approval of the principal or the director involved will be required. Involuntary absence not heretofore provided for may be excused by the superintendent. The employee shall make application to the superintendent immediately for excuse for such absence and deductions shall be made in accordance with 1/183 of the contracted base salary, unless such deductions are specifically waived by the School Board on recommendation of the superintendent of schools.

Principals are authorized to exercise impartial and justifiable judgment in releasing employees for short periods of time during the school day. Such releases should be of a non-recurring nature. Other absences than those herein provided for or failure to follow the foregoing regulations may be deemed to be neglect of duty or insubordination and may be sufficient grounds for dismissal.

#### 14.10 Leave Policy for Negotiations

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Unit members will be granted leave with pay for the purpose of participating in fact-finding, mediation or arbitration with the School Board or its representatives subject to the costs of such leave being reimbursed by the Association including but not limited to salary, benefits and substitutes. The length of this leave is not to exceed five (5) calendar days per school year for the aggregate of all persons granted leave under this provision. The Union agrees to have no more than one Unit member away from the District at any one time under the terms of this leave.

#### 14.11 Payment for Unused Sick Leave

a. The value of an employee's unused sick leave shall be paid to the estate of any employee who dies while in the employment of the District at the rate of said employee's daily wage at time of death, for a maximum of sixty (60) sick leave days.

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b. Payment for unused sick leave will be granted upon voluntary termination from the Carson City School District on the following conditions:

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1. Employees must have completed ten (10) or more continuous years of service with the School District.

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2. Accumulated sick leave will be paid at the following specified percentages at the health service employee's daily rate of pay at time of termination, for a maximum of 200 days for any one individual:

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a) For health service employees with ten (10), but less than fifteen (15) years of service, at 45% of the daily rate of pay;

b) For health service employees with fifteen (15), but less than twenty (20) years of service, at 50% of the daily rate of pay;

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c) For health service employees with twenty (20) or more years of service, at 60% of the daily rate of pay.

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3. The maximum payment any employee may receive cannot exceed the specified percentage of the teacher daily substitute rate of pay for 200 days.

4. To qualify for payment of unused sick leave, an employee must give notification of intent to terminate at least three weeks before the effective date of termination.

5. At the discretion of the employee and with the consent of the Public Employees Retirement System, the District shall make the payment due the employee for unused sick leave as set forth in this Article directly to the Public Employee Retirement System for the purchase of retirement credit.

#### 14.12 Sick Leave Bank: Long-Term Disability.

Under this Agreement, members of this bargaining unit may contribute to a maximum of one sick leave day each year for the establishment and operation of a sick leave bank. This bank is to assist employees who have long-term illnesses or disabilities and who have exhausted their sick leave accumulation.

- a. Only individuals who have contributed to the bank are eligible for benefits.
- b. Benefits are available only to members of this sick leave bank who have been employed by the Carson City School District for a minimum of three years.
- c. The maximum cumulative number of days which any one person can be granted from the bank during his/her period of employment with the Carson City School District is sixty (60) days.
- d. Applicants for benefits from the sick leave bank must make application through the personnel office. The Director of Personnel will then make a recommendation to the Board of Trustees. The decision of the Board is final.
- e. At the beginning of each school year there will be a nine (9) weeks open enrollment period. Eligible staff must notify the personnel office in writing of their desire to participate in the bank.
- f. Those employees previously enrolled in the bank will continue their participation from year to year unless they notify the personnel office in writing of intent to withdraw. Such withdrawal from the bank must occur during the enrollment period.

## ARTICLE 15--INSURANCE

### 15.1 Group Health Insurance

- a. The Carson City School District will contribute the single employee premium for all full-time contractual employees on the payroll an average of twenty (20) hours or more per week.
- b. In case change in premiums or benefits make the policy untenable, the School Board may advertise for bids from another carrier. The level of insurance coverage for any new proposal secured by the School Board of the Carson City School District shall be subject to negotiations pursuant to NRS 288.150 (f).
- c. Representatives of the Unit will be included as members of any advisory committee to make recommendations to the School Board regarding insurance programs being considered.
- d. District Insurance Committee – Subject to approval of all four (4) District bargaining units the Association shall appoint two (2) of it's members to serve on the District Insurance Committee with the authority to make recommendations to the Board of

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Trustees on health insurance plan design and level of benefits. The recommendations by the District Insurance Committee are binding on all four (4) District bargaining units. The District Insurance Committee will be composed of two (2) voting members appointed by the District Superintendent, two (2) voting members appointed by the Administrators Association, two (2) voting members appointed by the Classified Association, two (2) voting members appointed by the Nurses Association and two (2) voting members appointed by the Teachers Association. A recommendation to the Board of Trustees requires at least six (6) votes of ten (10) voting members. The Director of Human Resources shall serve as the non-voting chair of the District Insurance Committee.

- e. Tentative changes in premium shall be determined in time to be included in the final budget, if possible. The change in premium shall become effective on the date the budget, of which it becomes a part, goes into effect.
- f. IRS Section 457 Plan: Effective July 1, 2003, employees retiring or terminating employment with compensation due in connection with unused person leave, sick leave or other separation payments will be paid in the form of deferred compensation through a defined 401(A) special pay plan with a third party administrator. Employees are immediately 100% vested in all contributions to the plan.
- g. The Association will allow the District to add an additional medical plan option to the existing medical plans which may be selected by employees during open enrollment periods as an alternative to the existing group medical care coverage.

## 15.2 PERS Language

1. When **increases** to the PERS Contribution Rate affecting employees occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate increase:
  - a. When employees are not receiving a pay increase, the salary schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate (NRS 286.421 (3))
  - b. When employees are to receive a pay increase equivalent to one-half the amount of change to the PERS Contribution Rate there will be no change to the salary schedule.
  - c. When employees are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, the pay increase will be reduced by the one-half difference in the PERS Contribution Rate Increase.

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2. When **reductions** to the PERS Contribution Rate affecting employees occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate reduction:

a. When employees are not receiving a pay increase, the salary schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.

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b. When employees are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the salary schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.

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c. When employees are receiving a pay increase greater than one-half of the difference in the reduction of the PERS Contribution Rate, the pay increase will be increased by that one-half reduction in the PERS Contribution Rate, and by any additional negotiated pay increase.

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Any impact on the salary schedules will be implemented following completion of contract negotiations.

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**ARTICLE 16--GENERAL SAVINGS CLAUSE**

**16.1**

It is not the intent of either party hereto to violate any law of the State of Nevada or of the United States. The parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into negotiation thereon at a time and date agreeable to both parties. The remainder of the Agreement shall remain in full force and effect.

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**ARTICLE 17--PROCEDURES FOR REDUCTION IN WORK FORCE**

**17.1**

The School District retains the right to determine when a reduction-in-force layoff is necessary, the number of individuals whose employment must be terminated, and the areas of instruction and/or School District operations within which such reductions in force will occur.

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**17.2**

Article 17, "Procedures for Reduction in Work Force," will apply only to post-probationary employees.

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**17.3**

In the event that the work force must be reduced, the initial reduction will start with probationary employees within the determined layoff classification.

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**17.4**

In the event that further staff reduction to include post-probationary employees is required, the following criteria of District-wide seniority within the determined layoff classification will be used.

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**17.5**

District-wide seniority for post-probationary employees shall be defined as the total length of "continuous" service with the District within the determined layoff job classification. The effective day in determining District-wide seniority shall be the original date of employment with the District, except for those whose employment has been terminated either voluntarily or involuntarily. If a terminated employee is rehired by the District, his/her seniority date will be determined by the first day the employee is required by his/her contract to report to his/her assignment. Service rendered beyond the normal school year shall not add to the employee's seniority.

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**17.6**

The relative seniority of employees with the same seniority date as defined in 17.5 above shall be determined if and when it is necessary, by a lottery designed by the District in consultation with the Union.

**17.7 Recall**

Any non-probationary employee laid off pursuant to this article shall, for a period of two years, have recall rights to any position having the same job title held by that employee prior to the layoff that may become open in inverse order of the reduction in the layoff. Any employee offered such reemployment and refuses shall forfeit any future rights under this section. Any employee reemployed under this provision shall be given the same salary rank and grade and all unpaid sick leave and other benefits. However, a laid off employee will not accumulate benefits while laid off. For purposes of other benefits set forth in this Agreement, a laid off reinstated employee shall not be considered a break in service.

**ARTICLE 18--TENTATIVE AGREEMENT PROCEDURE**

**18.1**

It is hereby agreed by and between the undersigned parties that the procedures set forth herein shall be used during the course of their collective bargaining negotiations to demonstrate tentative agreement on any provision for their collective bargaining agreement.

**18.2**

Any provision for a collective bargaining agreement tentatively agreed to in negotiations between the Union panel and the School Board panel shall be stated in writing and shall be initialed and dated by the chief negotiator of each party.

**18.3**

The subject matter of any provision for collective bargaining agreement between the Union panel and the School Board panel which has been initialed in accordance with paragraph 18.2 above may not be re-opened except by mutual agreement of both panels.

**18.4**

If the panels tentatively agree to and initial the provisions of a total Agreement, the provisions of that Agreement shall be subject to ratification and adoption by the members of the School Board. However, an initialed total Agreement shall commit the Union to submit the contents of that Agreement to its membership with a firm unanimous recommendation from its entire negotiating panel in favor of ratification and shall commit the School Board panel to submit the contents of that Agreement to the School Board with a firm unanimous recommendation in favor of its ratification and adoption.



**18.5**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any appropriate subject or matter concerning said Agreement; and that this Agreement was arrived at after the exercise of said right or opportunity. It is recognized by the parties that questions or disputes may arise over matters not specifically referred to or provided for in this Agreement. It is, therefore, mutually agreed to by the parties that the grievance procedure herein provided shall be applicable only as against the specific matters stated herein, and the failure to expressly exclude any matter hereunder or herein shall not be deemed or construed to include any such matter. No other matters arising between the parties hereto are in any way to be regarded as subject matter of this Agreement.

**18.6**

The Association shall retain negotiations information requested and provided by District pursuant to NRS 288.180 (2) for a period of five (5) years from receipt to avoid duplicate requests in future years. Requested information available on District website will be provided by District with reference to location on District website where Association can download and print requested information.

**ARTICLE 19--TERM OF AGREEMENT – Two Years**

**19.1**

This Agreement, when ratified by both parties, shall become effective July 1, 2015, and shall remain in force until June 30, 2016.

**19.2**

If the parties cannot agree on any particular issue for negotiations and there has been a provision in the prior Agreement on this subject, that provision shall continue in the contract until changed by mutual agreement or by binding arbitration.

**19.3**

The expense of reproducing this Agreement shall be borne by the Carson City School District. Sufficient quantities shall be reproduced to ensure that each health service employee shall receive a copy. Additional copies may be purchased by the Carson City Health Service Personnel Association at the cost of printing.

19.4 The District may reopen the Agreement to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4).

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CARSON CITY HEALTH SERVICE PERSONNEL ASSOCIATION

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\_\_\_\_\_  
President Date

\_\_\_\_\_  
Chief Negotiator Date

CARSON CITY BOARD OF SCHOOL TRUSTEES

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Clerk Date

**Appendix A - Grievance Report Form**

**GRIEVANCE STATEMENT FORM**

**CARSON CITY SCHOOL DISTRICT  
And  
CARSON CITY HEALTH SERVICE PERSONNEL ASSOCIATION**

Grievant: \_\_\_\_\_  
Level: \_\_\_\_\_  
Date of Grievance: \_\_\_\_\_  
Date Grievance Filed: \_\_\_\_\_

**Statement of Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Violations of the Comprehensive Agreement Cited:**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**Remedies Sought:**

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**For CCHSPA                      Date**

\_\_\_\_\_  
**For CCSD                      Date**

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## Appendix B

List of possible Arbitrators for expedited arbitration:

Claude Ames  
Charles Askin  
Mark Burnstein  
Catherine Harris  
Ken Perea  
Philip Tomoush  
Barry Winograd

Association strikes first, then alternate strike or agree to 3 with first available used.

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**COMPREHENSIVE AGREEMENT**  
**BETWEEN THE**  
**CARSON CITY SCHOOL DISTRICT**  
**AND THE**  
**ORMSBY COUNTY EDUCATION ASSOCIATION**

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**COMPREHENSIVE AGREEMENT BETWEEN THE  
CARSON CITY SCHOOL DISTRICT  
AND THE  
ORMSBY COUNTY EDUCATION ASSOCIATION  
201~~5~~-201~~6~~**

**ARTICLE 1--AGREEMENT**

This Agreement is made and entered into this 1st day of July 20~~15~~, by and between the Board of Trustees of the Carson City School District, hereinafter referred to as the "School Board" and the Ormsby County Education Association, hereinafter referred to as the "Association."

**ARTICLE 2--PHILOSOPHY**

The School Board and the Association firmly believe that the primary function of the School Board and its professional staff is to assure each boy and girl attending the Carson City schools the highest level of educational opportunities attainable. The School Board recognizes that teaching is a profession and the School Board and the Association believe that the objectives of the educational programs are realized to the highest degree when mutual understanding, cooperation and effective communication exist between the School Board and its professional staff.

**ARTICLE 3--PRINCIPLES**

**3.1 Professional Teaching Personnel**

- a. It is recognized that the members of the professional staff have specialized qualifications and that the success of the educational program in Carson City depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. It is recognized also that because members of the professional staff have specialized qualifications they are particularly qualified to assist in developing educational policy in the Carson City School District.
- b. At the end of each school year, a questionnaire developed by the Joint Advisory Committee will be distributed by the District to every teacher in order to obtain their viewpoints and suggestions regarding educational programs and administrative practices and policies. The purpose of the reports is to give the District a means of understanding the concerns of the teachers and to provide for the continual upgrading of all segments of the educational program. The reports shall be for informational purposes only and shall not be placed in the personnel file of any employee. The Joint Advisory Committee shall prepare summaries of the reports to present to the School Board.
- c. Instructional discretion is defined as the discretion to teach about controversial issues which have economic, political, scientific, or social significance within the adopted curriculum standards and guidelines of the School District. Subject to the discretionary review and approval by the District, teachers shall have the discretion to use

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supplemental materials relevant to the level of maturity and ability of the student. Specific techniques are left to the discretion of the teachers so long as they are consistent with the adopted curriculum and instructional standards.

### 3.2 Right to Join or Not Join

It is further recognized that the teachers have the right to join or not join the Association, and membership shall not be a consideration for employment, promotion or continuation of employment.

### 3.3 Purpose

This Agreement is an attempt to reach mutual understanding regarding matters related to terms and conditions of employment. The School Board and the Association recognize that the School Board is the legally constituted body responsible for policies covering all aspects of the Carson City School District.

### 3.4 Joint Advisory Committee

Both parties agree that the principles of Article 3.1 are an important recognition of the value and quality of the professional staff of the District. It is also agreed that both parties to the Agreement benefit when communications between the parties are increased to a level that mutual understanding of each other's needs and desires are reached. Lastly, it is agreed that the totality of the quality of education is served when the parties mutually investigate, discuss, and exchange ideas, and that a need exists to enhance and intensify that exchange.

Therefore, a standing committee is hereby created and hereinafter referred to as the Joint Advisory Committee. It shall be the purpose of this committee to meet on a regular basis and to provide a forum for discussion, study, and recommendations to appropriate administration or Board level, of those issues that serve the good of the District, the professional staff, and the goals of delivering quality education to the citizens of the District.

Recommendations from this committee shall be advisory only and shall not be binding upon the District or the OCEA.

The committee shall consist of four (4) teachers selected by the OCEA, one (1) School Board member, one (1) District administrator and one (1) building administrator each from elementary, middle and high school levels. When issues discussed may impact other bargaining units, a representative from the impacted units may be included in the discussion but shall have no voting rights.

The chairperson will be selected by the committee. The committee will meet as needed but at least four times during the school year. The chairman will convene the committee at the request of any two members.

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This committee may be assigned special study problems by the Board or it may investigate or study issues agreed to by the majority of the committee.

### 3.5 Building Advisory Committees

- a. Each school site shall establish a standing committee to be known as the "Building Advisory Committee." The purpose of these committees is to increase communication between building administration and faculty at each individual school.
- b. Recommendations from these committees shall be advisory only.
- c. The committee shall consist of a representative number of teachers elected from each grade level or departmental area and a member of the building administration.
- d. The committee may investigate or study building site issues which the majority of the committee deem important to the educational environment of the school, and make recommendations to the building administrator.
- e. All meetings are to be held outside of the student contact day.

### 3.6 Non-Discrimination Clause

The District and the Association agree not to discriminate against any person on the basis of race, color, national origin, sex, disability, age, or on any other basis protected by state or federal law, and it provides equal access to the Boy Scouts of America and other designated youth groups.

## ARTICLE 4—DEFINITIONS

### 4.1 Association

"**Association**" means the Ormsby County Education Association, an affiliate of the Nevada State Education Association and the National Education Association, and is the entity known as the Employee Organization in NRS 288.

### 4.2 School Board

"**School Board**" or "**Board**" as used in this Agreement means the Board of School Trustees of the Carson City School District, and is the entity known as the Local Government Employer in NRS 288.

### 4.3 School District

"**School District**" or "**District**" means the Carson City School District.

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**Deleted:** , as set forth in federal or state law (i.e., NRS 288.270), against its employees or its members based upon race, creed, color, national origin, sex, age or physical handicaps.

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#### **4.4 School Year**

"**School Year**" means the period of time from the first contract day through the last contracted day and includes 183 days for returning staff and 184 days for new staff. The school year includes 180 instructional days, 1 teacher work day at the beginning of the school year, where the teacher is at his/her assigned work site and remain without administrative/district meetings and/or professional development, 2 orientation/professional development days for returning staff or 3 orientation/professional development days for new staff. The School Year calendar will also include 3 additional days for emergency/weather closures, if needed. The 180 instructional days may be exceeded when the increase is affected through a contract expressing said increase in the number of instructional days and an adjustment in the salary to compensate for the additional days.

#### **4.5 Superintendent**

"**Superintendent**" means the superintendent of schools or his/her designee.

#### **4.6 NRS 288**

"**NRS 288**" means Chapter 288 of the Nevada Revised Statutes, enacted by the Nevada legislature, also known as the Local Government Employee-Management Relations Act.

#### **4.7 Teachers**

"**Teachers**" means all contractual, non-administrative, licensed personnel of the Carson City School District, the majority of whose working time is devoted to the rendering of direct educational services to the students of the Carson City School District, represented exclusively by the Association. Teachers shall be referred to in this Agreement as teachers, licensed employees or certified employees.

#### **4.8 Days**

"**Days**" means regular working days, unless otherwise indicated.

### **ARTICLE 5--RECOGNITION**

#### **5.1 Official Representation**

The School Board recognizes the local Association and its state and national affiliates as the exclusive representative of all teachers in the District who are members of the Association, and acknowledges the receipt of: (a) a copy of its constitution and by-laws; (b) a roster of its representatives and officers; (c) a pledge not to strike as required in NRS 288, and (d) a verified membership list.

Prior to the first day of employment, if permitted by law, the District will make available to the Association a written list of all newly hired licensed personnel including home address, position and building assignment.

## 5.2 Association Privileges

All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for the exclusive use of the Association.

### ARTICLE 6—NO CHILD LEFT BEHIND

The District and the Association recognize that the passage of the federal law “No Child Left Behind” and related Nevada law including Senate Bill 1 by the 2003 session of the Nevada legislature (the Acts) do not ~~supersede~~ or negate the obligation of the parties to employee wages, hours, or other mandatory subject(s) of bargaining set forth in this agreement. Therefore the parties agree that when there is an impact on employee wages, hours or other mandatory subject(s) of bargaining set forth in this agreement due to the implementation of any of the components of the Acts, negotiations will commence promptly by the request of either party, if the parties were not already meeting or scheduled to meet.

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### ARTICLE 7--GRIEVANCE PROCEDURE

#### 7.1 Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### 7.2 Definitions

- a. A "**grievance**" shall mean a complaint by a teacher, a group of teachers, or the Ormsby County Education Association (OCEA): (1) that he/she, they or it has/have been treated inequitably by reason of any act or condition which is contrary to any agreement that is arrived at through the collective bargaining procedure under the Local Government Employee Management Relations Act. Any other complaints such as unfair treatment or treatment which differs from the customary practice will be handled through managerial discretion. However, such complaints may, after review by the superintendent, be appealed to the Board of Trustees whose decision shall be final. Also excluded from the grievance procedure will be matters which have their review methods specified by law or complaints about rules, regulations and policy having the force or effect of the law.
- b. A "**grievant**" is a teacher, group of teachers, or the OCEA filing a grievance.
- c. A "**party of interest**" means: (1) any person or persons filing a grievance; (2) any person or persons who might be required to take action relative to the grievance; (3) any person or persons against who action might be taken in order to resolve the grievance; or (4) the OCEA.

### 7.3 Rights to Representation

- a. Any party of interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he/she may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by OCEA, OCEA shall have the right to be present and to state its view at all stages.
- b. If, in the judgment of the OCEA, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Step II. The OCEA may process such a grievance through all levels of the procedure. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the OCEA at Step II. Information copies of the grievance shall be sent to the administrator(s) involved.
- c. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure. The time for a grievance meeting must be approved by the Association and the grievant and be scheduled outside of the regular work day.

### 7.4 Individual Rights

- a. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter with the appropriate supervisor and to have the problem adjusted without the intervention of the OCEA.
- b. The act of filing a grievance is not to be construed as insubordination.

### 7.5 Procedure

#### a. Step I

1. The parties acknowledge that it is usually desirable for a teacher and immediately involved supervisor to resolve problems through free and informal communications. Within ten (10) days of the occurrence of the act or condition which is the basis of the grievance, the grievant shall discuss with his/her immediate supervisor either individually or through the OCEA representative with the objective of resolving the matter informally.

The immediate supervisor shall dispose of the grievance, and respond to the grievant within ten (10) days after the discussion.

2. If the teacher is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the principal within fifteen (15) days following the response of the immediate supervisor. The principal shall arrange for a meeting to take place within (5) days after receipt of the grievance. The grievant, the

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**Deleted:** In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay. This provision shall not be construed as an agreement by the School District to pay the grievant or the OCEA representative or any person on their behalf for the time spent processing a grievance.



OCEA at its option, and the supervisor shall be present for the meeting. The principal shall provide the grievant and the OCEA with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

3. The immediate supervisor has the option of involving another administrator as a witness to the proceedings.

**b. Step II**

1. If the grievant or the OCEA is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be appealed to the superintendent. The appeal shall be in writing, dated, and the receipt of the appeal initialed by the superintendent by date. It shall also state the name of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal.
2. The superintendent shall arrange for a hearing with the grievant and the OCEA to take place within ten (10) days after receipt of the appeal. Written notice of the time and place of the hearing shall be given by the superintendent five (5) days prior thereto to the grievant and the OCEA. The parties shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance.
3. Upon conclusion of the hearing, the superintendent will have twenty (20) days to provide the grievant and the OCEA a written decision, together with the reasons for the decision.

**c. Step III**

1. If the grievant and/or OCEA is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to mediation by informing the superintendent within five (5) days after the superintendent's twenty (20) days to respond, whichever is later. The superintendent and the OCEA president would have to consent to mediation. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be conducted within thirty (30) days of the appointment of the mediator. The mediator has no binding authority. Any mediated agreement voluntarily agreed to by both parties will be final and binding and not subject to further appeal or court action. Any fees or costs imposed by FMCS will be equally split by the parties.

**d. Step IV**

1. If the grievant is not satisfied with the disposition of the grievance by the FMCS and/or the superintendent or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator. The OCEA shall exercise its right of arbitration by giving the superintendent written notice of its intent to arbitrate within five (5) days after it has received the superintendent's decision at Step II and/or Step III. If any questions arise as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
2. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the OCEA will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. Within ten (10) days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. In striking names, the OCEA shall strike first.
3. Arbitration shall take place under the rules of the American Arbitration Association.
4. All hearings held by the arbitrator shall be in closed sessions and no party to or in any way associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.
5. Expedited Arbitration – If both the District and the Association agree in writing to Expedited Arbitration within five (5) days of any request for arbitration pursuant to this Article, the arbitration will be held under the then existing Expedited Labor Arbitration Rules of the American Arbitration Association. Within ten (10) days after such written notice of submission to arbitration and written agreement to expedited arbitration, the District and OCEA will agree to an arbitrator from the list of seven (7) arbitrators in Appendix A to this agreement. Each party shall alternatively strike names from the list, and the name remaining shall be the arbitrator. In striking names, the OCEA shall strike first. The list of arbitrators shall be effective for the term of the agreement and shall automatically expire unless extended in writing by mutual agreement of the parties.

**7.6 Arbitration Costs**

The expenses of arbitration, including the arbitrator's fee, cost, and expenses, and the cost of the arbitrator's transcript shall be borne exclusively by the party that has not prevailed. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

## **7.7 Jurisdiction of the Arbitrator**

- a.** The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provisions of this Agreement. An arbitrator in the absence of the expressed written agreement of both parties shall have no authority to rule on any dispute between the parties other than the dispute which was originally processed.
- b.** Neither party may submit new evidence to the arbitrator that was not submitted to the superintendent unless such evidence can be proved as unavailable and unknown at the time the superintendent heard the grievance. If the arbitrator decides that such new evidence was in fact unavailable and unknown by the parties then ample time will be given to the other party to study and respond to such evidence. If the arbitrator decides the new evidence was purposely withheld by the presenting party or should have been known then such evidence shall be ignored in the decision or the grievance may be remanded back to Step II.
- c.** The arbitrator's decision shall be submitted in writing to both parties and shall be final and binding on the parties to this Agreement unless he exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by Federal labor law decisions.

## **7.8 Exceptions to Time Limits**

- a.** The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties or for good cause. If the grievant misses a deadline during the processing of a grievance without written agreement by both parties, the grievance shall be automatically dropped.
- b.** In the event a grievance is filed that cannot be processed before the end of the school term, and that if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure shall be exhausted prior to the end of the school term or as soon thereafter as practicable.
- c.** In the event a grievance is filed so that sufficient times stipulated under all levels of the procedure cannot be provided before the last day of the school year, and should it be necessary to pursue the grievance to all levels of the appeals, the parties may agree to continue the grievance into the summer months. If the parties cannot agree to such continuation then said grievance shall be resolved in the new school term in September under the terms of the Agreement and grievance procedure in effect at the time the grievance was filed and not under the succeeding Agreement procedure.
- d.** Grievances filed during the vacation periods will have time limits which begin the first day school resumes. This does not preclude the ability of all parties to resolve the grievance during the vacation period if accomplished by mutual agreement. The

grievance will be resolved according to the Agreement and grievance procedure in effect at the time the alleged grievance occurred.

#### **7.9 No Reprisals**

No reprisals of any kind will be taken by the School Board or by any members of the administration against any party because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or OCEA.

#### **7.10 Cooperation of the Employer and OCEA**

The administration will cooperate with the OCEA in its investigation of any grievance and upon request, will furnish the OCEA with such information that is pertinent and available for the processing of the grievance.

#### **7.11 Personnel Files**

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. These files are to be available to the grievant upon request.

#### **7.12 General Provisions**

- a.** Members of the negotiating unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.
- b.** Forms for processing grievances shall be jointly prepared by the superintendent and OCEA. The forms shall be printed by the School Board and given to OCEA for appropriate distribution so as to facilitate operations of the grievance procedure. All written grievances shall be filed on the official form.
- c.** The OCEA agrees that it will not continue and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator, and the School Board agrees that it will apply to substantially similar situations the decision of an arbitrator sustaining a grievance.
- d.** The sole administrative remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure. Any teacher who has made a complaint or charge under the Professional Practices Act (NRS 391) or pursued any administrative remedy other than that provided under this grievance procedure should not be entitled to proceed under this grievance procedure. However, nothing contained herein shall deprive a teacher of pursuing his/her legal right in our state or federal courts.

- e. The parties hereby recognize the existence of policies and administrative regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the School Trustees. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed as a complaint on policy.

## **ARTICLE 8--USE OF FACILITIES**

### **8.1 Use of School Mail**

The Ormsby County Education Association shall have the right to use school mailboxes and the inter-school mail service for organizational material, provided that all such material is clearly identified and the Association accepts the responsibility for such material. Copies of all such material shall be given to the building principal.

### **8.2 Use of School Buildings**

The Association shall be allowed the use of school buildings for Association meetings on regular school days so long as arrangements have been made with the superintendent of schools or an authorized representative. Such meetings shall not conflict with any regular or special educational activities and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of buildings on other than school days requires the approval of the superintendent in addition to the school principal. Any added expense resulting from Association use shall be paid by the Association.

### **8.3 Providing CCSD Policies and Regulations**

The School District will provide a complete and regularly updated copy of the School District's written policies and regulations in a location at each building site which is accessible to all employee organizations.

## **ARTICLE 9--DUES DEDUCTIONS**

### **9.1 Paycheck Deduction of Dues**

The School Board agrees to deduct from the salaries of its employees dues for the OCEA, NSEA and NEA as teachers individually, voluntarily, authorize the School Board to deduct, and to transmit the monies promptly to the Nevada State Education Association. Teacher authorization will be written on forms provided by the Association.

### **9.2 Current Dues Rate**

The Association will certify to the School Board in writing the current rate of membership dues. The School Board will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

### **9.3 Deduction Procedure**

Deductions referred to in Section 9.1 above will be made in equal installments once each month during the year. Deductions will be made effective the date the membership form is signed, and the dues for the sign-up pay period shall be deducted from the following month's salary on a pro rata basis (unless the District Office can conveniently make the pro rata deduction from the sign-up pay period). The OCEA shall supply the District Office with pro rata schedules for each deduction showing the daily rate to be deducted.

### **9.4 Dues Deductions**

No later than October 15th of each year, the Association will provide the School Board with a list of those employees who have voluntarily authorized the School Board to deduct dues for the organizations named in Section 9.1 above.

The Association will notify the School Board monthly of any change in said list. Any teacher desiring to have the School District discontinue deductions he/she has previously authorized must first notify the Association in writing within the NSEA designated drop periods for that year.

### **9.5 Termination Deductions**

Upon termination of any employee, prior to end of the membership year of August 31, the remaining amount of dues for the Associations in 9.1 above will be deducted from the final check or automatic payroll deduction.

### **9.6 Hold Harmless**

The Association shall indemnify and save harmless the employer from any and all claims, demands, suits, attorney's fees and costs, incurred in connection with any such claim, demand and suit, resulting from any action taken by the employer for the purpose of complying with the provisions of this Article.

## **ARTICLE 10--TEACHER PROTECTION**

### **10.1 CCSD Legal Assistance**

The School District will provide legal assistance to the extent required by NRS Chapter 41, and/or within the limits of any insurance policy the School District may have for such purposes for any teacher who is sued for any alleged incident which occurs in the pursuance of his/her duties and within the limits of his/her assigned responsibility, as may be determined by any court of competent jurisdiction.

### **10.2 Protection from Physical Harm**

- a. A teacher while acting in pursuance of his/her duties may use physical force as it is reasonable and necessary to protect himself/herself or for the protection of others or the

property of the School District from possible injury or damage or to quell a disturbance threatening physical injury.

- b. Licensed employees may expect an administrator or his/her designee to react in a reasonable amount of time if there is an expectation of physical injury to an employee or student of the District, or physical damage to District property is occurring or imminent.
- c. A teacher will not be required to perform any duty or act which unreasonably threatens the teachers' or students' physical safety or well-being.
- d. The District agrees to assist a teacher who is assaulted while acting within the scope of his/her employment in accordance with District policies and direction. Administrative leave may be authorized by the superintendent, upon request, without deductions to sick leave.
- e. Criminal charges or civil complaints filed against a teacher shall not be the basis of disciplinary action by the District where the teacher is acquitted or found not guilty of the allegations contained in the court documents.
- f. Reasonable efforts will be made to insure that each classroom has a working communication system which gives teachers emergency contact with the main office.

### **10.3 Notification of Complaints**

Except for criminal or welfare investigations, no formal action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter has been reported in writing to the teacher within seven (7) working days of said complaint. Notice shall be deemed adequate if it is mailed to the address provided by the teacher.

Any complaint which is not acted upon after investigation by the District shall not be considered in the teacher's evaluation and shall not become part of the teacher's personnel file and shall not be used against the employee in any action by the District.

### **10.4 Breach of Professional Ethics**

If any question of breach of professional ethics is involved, the Association and the School Board shall be notified within seven (7) days of the initiation of formal action.

### **10.5 Parent Complaints**

Teachers shall be provided copies of any written parent complaints prior to being placed in the personnel file. Teachers shall have the right to be present during parent conferences that bear upon the teacher's responsibilities and shall be given prior notification of the nature of the meeting. The notification can occur immediately prior to the meeting, e.g. a telephone call from the administrator, and should give the teacher an opportunity to bring any relevant materials to the meeting. A principal may confer with the parents without teacher attendance when such

meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

#### **10.6 Critical Letters or Reports**

Letters or reports from the District, other than evaluations or letters of admonition, that are critical of a teacher's performance will not be placed in the teacher's personnel file without prior opportunity for the teacher to review the document, present his/her point of view, and have ten (10) days to write a response which will be attached to the document. Such letters or reports shall be removed from the file after a period of one year.

#### **10.7 Teacher Evaluation**

- a. If a post-probationary teacher is dismissed under the evaluation procedures as stated in NRS 391, the District policy governing evaluations must be followed.
- b. All licensed employees will be evaluated with an instrument compatible with the "[Nevada Educator Performance Framework](#)," yet specific to the position category, i.e., Guidance Counselor, School Psychologist, Librarian, Speech/Hearing Therapists, and Teacher on Special Assignment.
- c. Licensed employees may use the grievance procedure (Article 7) to rectify errors in his/her annual evaluation. Such errors shall be limited to language contrary to this collective bargaining agreement or adopted regulations of the Board of Trustees.

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#### **10.8 Letters of Admonition**

Licensed employees may use the grievance procedure (Article 7) to rectify errors in his/her letters of admonition. Such errors shall be limited to language contrary to this collective bargaining agreement or adopted regulations of the Board of Trustees.

#### **10.9 Mentors**

- a. Experienced, licensed employees may, on a voluntary basis, serve as mentors of probationary teachers or others who desire to participate on a voluntary basis.
- b. The role of the mentor shall be determined by mutual agreement of the evaluating administrator, the teacher and the mentor.
- c. The mentor shall not provide input for, nor be cited in, the evaluation. Neither party may use the mentor as a witness in any dispute arising from the evaluation of a teacher being mentored.

#### **10.10 Teacher's Personal Life**



The personal life of a teacher is not an appropriate concern of the District and shall not affect the teacher's employment status unless action is authorized in NRS Chapter 391, or the personal life of a teacher affects his or her work performance.

#### **10.11 Progressive Discipline**

Demotion, suspension, dismissal and non-renewal actions taken against teachers in accordance with NRS 391 shall be, whenever appropriate, progressive in nature and shall be reasonably related to the nature of the problem.

#### **10.12 Suspensions and Dismissals**

- a. Except as provided in NRS 391.314(1) post probationary employees who are suspended or dismissed by the District are entitled to a hearing under the rules and procedures of NRS 391. Upon written notification of the suspension or dismissal, the post probationary employee has ten (10) days to file a written request for a hearing with the Superintendent. Upon receipt of the request for a hearing, the Superintendent will not file his recommendation with the Board of Trustees and a hearing will be scheduled and conducted under the requirements of NRS 391.
- b. The parties will select the hearing officer from a list provided by the American Arbitration Association pursuant to Article 7.5(c) (2) of this Agreement. The parties shall each pay half of the expenses of the compensation for the hearing officer and the expense of the official transcript. The parties will pay for their own attorneys' fees and costs of preparation and presentation.
- c. In implementing the suspension or dismissal procedures of NRS 391 for post probationary employees, the parties agree that the decision of the hearing officer shall be final and binding. The final and binding decision of the hearing officer shall conform with the Nevada Uniform Arbitration Act and is only subject to review/appeal under the Act.
- d. Probationary employees shall retain all rights under NRS 391 and have no additional rights granted by Article 10.12.

### **ARTICLE 11--TEACHER'S HOURS**

#### **11.1 Definitions**

##### **a. Preparation Time**

Preparation time as used in this Agreement means time used for the exclusive use of planning and organizing the instructional program and scheduled during regular class times.

##### **b. Pupil Contact Time**

The total time during which the teachers and pupils are in contact during a classroom situation and passing times between classes.

**c. Beginning Time**

Beginning time will be established by the principal of each building with concurrence of the Superintendent.

**d. Student Release Time**

The time during the afternoon when students have completed the normal daily educational hours and are free to depart the building.

**e. Teachers' Regular School Day**

Teachers' regular school day is defined as seven (7) hours and thirty (30) minutes. Any deviations from this requirement must be approved by the building principal.

1. The teacher in the secondary school shall have no more than five (5) class periods of instruction of one hour duration each, or a maximum of five (5) hours of instruction, not to exceed twenty-five (25) instructional hours per week.
2. The teacher in the elementary school shall have no more than 312 minutes a day of pupil contact time and/or 26 hours per week of pupil contact time. Pupil contact time, for purposes of this provision is as follows: The total time during which the teacher and pupils are in contact during a classroom situation. It is understood and agreed that the classroom teacher's pupil contact time is exclusive of all recess periods, lunch periods, and periods of specialized instruction such as music, physical education, library science and computer lab.
3. Teachers shall have an uninterrupted duty-free lunch period of not less than thirty (30) minutes. The thirty (30) minute lunch period shall be continuous and correspond to the time of the students' scheduled lunch period, except when emergencies and/or scheduled special events make it necessary to alter the teacher's schedule. Nothing contained within this Article, expressed or implied, will preclude a teacher from voluntarily accepting or not accepting duty. Each lunch period will not be extended more than ten (10) minutes in order to implement this proposal. The principal or administrator shall make the determination of whether or not an emergency exists.
4. Teachers shall have not less than forty-five (45) minutes for preparation each day in elementary schools and secondary schools, except for emergencies or an unusual scheduling problem, as determined by the principal. Such period shall be one continuous block of time, and shall be subject to interruption by principals for teacher/principal conferences, parent/teacher telephone calls and other reasonable, school-related purposes. Principals may schedule up to one preparation period

per week for joint preparation time, which if not so used, reverts to the teacher's individual use.

At the secondary schools, the forty-five (45) minute preparation period each day may be adjusted by the School District to allow extended preparation periods not to exceed one hundred (100) minutes every other school day in order to accommodate scheduling plans such as block scheduling. If a secondary school reverts to traditional scheduling as determined by the School District, preparation time will revert to not less than forty-five (45) minutes per school day.

5. The OCEA and the District recognize that adequate preparation is necessary for proper education. Nothing in this section shall be construed to interfere in any way with the ability of the administration to ensure adequate preparation and quality education in the District.

### **11.2 Other Assigned Duties**

The building principal may assign individual teachers to before or after student release-time duty such as: bus duty, playground duty, or other similar duties designed to ensure the safety and welfare of the students. Such duties may not extend beyond a teacher's regularly contracted hours.

### **11.3 Teacher's Regular School Day**

The building principal or the superintendent may require attendance at his/her discretion of any teacher at staff meetings, in-service meetings, parent conferences, or other similar activities designed to further the educational needs of the District. Such activities must be scheduled during the regular school day unless mutually recognized unusual circumstances warrant. The traditional "Open House Night" will continue to be recognized as an annual faculty supported school activity.

### **11.4 Compensation for Mandatory Participation**

Mandatory participation in activities in excess of the regular school day (7 hrs. 30 min.) shall be compensated according to the extra pay schedule through contract when applicable.

### **11.5 Leaving Campus**

Teachers shall be allowed to leave the building during preparation periods only with the consent of the principal or immediate supervisor.

### **11.6 Administrative Approval**

When a licensed teacher contracted with this District is placed in charge by a school administrator of a regularly assigned teacher's class, the regular teacher may leave such class only with the permission of the principal. Such permission shall be given only to allow such time to be used for preparation and other professional purposes approved by the principal.

## **11.7 Teacher Contracts**

- a.** Prior to September 15 of each year, new, full-time, licensed teachers will be hired under regular contracts without one year addendum, unless hired to fill specific vacancies caused by leaves of absence or positions contingent upon the continuation of state or federal grants, experimental programs or other specially funded programs. After September 15 of each year, new, full-time, licensed teachers may be hired under one year or less than one year addenda, depending on time of hire date.
- b.** Any such addendum must be signed by the teacher and attached to the teacher's contract.
- c.** If any position being filled under an addendum becomes available for permanent employment, it shall be opened for voluntary transfer/reassignment. If the teacher filling the position under an addendum has received satisfactory evaluations, that teacher's application will be processed in the same manner and considered according to the same criteria as any other teacher's application for transfer.
- d.** If a teacher who has completed a one year addendum is hired for a permanent position and the teacher meets the requirements for post-probationary status under NRS 391, the teacher shall be hired as a post-probationary employee. In such case, employment worked under the addendum shall be counted toward seniority.

**ARTICLE 12--PROFESSIONAL COMPENSATION**

**12.1 Salary Schedule**

~~LICENSED SALARY SCHEDULE 2013-2014~~

<del>Years</del>	<del>Degree</del>	<del>Degree</del>	<del>Degree</del>	<del>Master's</del>	<del>Master's + 16</del>	<del>Master's + 32</del>
<del>Exper.</del>	<del>B.A.</del>	<del>B.A. + 16</del>	<del>B.A. + 32</del>	<del>B.A. + 48</del>	<del>B.A. + 64</del>	<del>B.A. + 80</del>
<del>1</del>	<del>\$33,077.18</del>	<del>\$34,570.60</del>	<del>\$36,065.88</del>	<del>\$37,557.46</del>	<del>\$39,050.88</del>	<del>\$40,784.59</del>
<del>2</del>	<del>\$34,289.66</del>	<del>\$35,783.09</del>	<del>\$37,278.36</del>	<del>\$38,768.09</del>	<del>\$40,411.23</del>	<del>\$42,146.78</del>
<del>3</del>	<del>\$35,502.15</del>	<del>\$36,993.72</del>	<del>\$38,489.00</del>	<del>\$39,980.58</del>	<del>\$41,769.73</del>	<del>\$43,507.13</del>
<del>4</del>	<del>\$36,716.48</del>	<del>\$38,211.75</del>	<del>\$39,703.33</del>	<del>\$41,194.91</del>	<del>\$43,131.93</del>	<del>\$44,867.48</del>
<del>5</del>	<del>\$38,141.52</del>	<del>\$39,636.79</del>	<del>\$41,130.22</del>	<del>\$42,619.95</del>	<del>\$44,786.16</del>	<del>\$46,523.56</del>
<del>6</del>	<del>\$39,355.85</del>	<del>\$40,849.28</del>	<del>\$42,342.70</del>	<del>\$43,832.43</del>	<del>\$46,357.21</del>	<del>\$48,092.77</del>
<del>7</del>	<del>\$40,773.50</del>	<del>\$42,268.77</del>	<del>\$43,760.35</del>	<del>\$45,251.93</del>	<del>\$48,013.29</del>	<del>\$49,746.99</del>
<del>8</del>	<del>\$42,187.45</del>	<del>\$43,684.57</del>	<del>\$45,176.15</del>	<del>\$46,667.73</del>	<del>\$49,663.82</del>	<del>\$51,403.07</del>
<del>9</del>	<del>\$43,608.79</del>	<del>\$45,102.22</del>	<del>\$46,597.49</del>	<del>\$48,085.37</del>	<del>\$51,319.90</del>	<del>\$53,057.30</del>
<del>10</del>	<del>\$45,026.44</del>	<del>\$46,521.71</del>	<del>\$48,015.14</del>	<del>\$49,504.87</del>	<del>\$52,974.13</del>	<del>\$54,711.53</del>
<del>11</del>		<del>\$47,939.36</del>	<del>\$49,432.78</del>	<del>\$50,924.36</del>	<del>\$54,632.05</del>	<del>\$56,365.76</del>
<del>12</del>		<del>\$49,355.15</del>	<del>\$50,848.58</del>	<del>\$52,342.01</del>	<del>\$56,286.28</del>	<del>\$58,019.99</del>
<del>13</del>				<del>\$53,759.65</del>	<del>\$57,940.51</del>	<del>\$59,674.21</del>
<del>14</del>					<del>\$59,592.89</del>	<del>\$61,332.14</del>
<del>15</del>					<del>\$61,248.97</del>	<del>\$62,986.37</del>
<del>16</del>						<del>\$64,640.60</del>

~~LICENSED SALARY SCHEDULE 2014-2015~~

<del>Years</del>	<del>Degree</del>	<del>Degree</del>	<del>Degree</del>	<del>Master's</del>	<del>Master's + 16</del>	<del>Master's + 32</del>
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Exper.	B.A.	B.A. + 16	B.A. + 32	B.A. + 48	B.A. + 64	B.A. + 80
<del>1</del>	<del>\$33,407.95</del>	<del>\$34,916.31</del>	<del>\$36,426.54</del>	<del>\$37,933.03</del>	<del>\$39,441.39</del>	<del>\$41,192.44</del>
<del>2</del>	<del>\$34,632.56</del>	<del>\$36,140.92</del>	<del>\$37,651.14</del>	<del>\$39,155.77</del>	<del>\$40,815.34</del>	<del>\$42,568.25</del>
<del>3</del>	<del>\$35,857.17</del>	<del>\$37,363.66</del>	<del>\$38,873.89</del>	<del>\$40,380.39</del>	<del>\$42,187.43</del>	<del>\$43,942.20</del>
<del>4</del>	<del>\$37,083.64</del>	<del>\$38,593.87</del>	<del>\$40,100.36</del>	<del>\$41,606.86</del>	<del>\$43,563.25</del>	<del>\$45,316.15</del>
<del>5</del>	<del>\$38,522.94</del>	<del>\$40,033.16</del>	<del>\$41,541.52</del>	<del>\$43,046.15</del>	<del>\$45,234.02</del>	<del>\$46,988.80</del>
<del>6</del>	<del>\$39,749.41</del>	<del>\$41,257.77</del>	<del>\$42,766.13</del>	<del>\$44,270.75</del>	<del>\$46,820.78</del>	<del>\$48,573.70</del>
<del>7</del>	<del>\$41,181.24</del>	<del>\$42,691.46</del>	<del>\$44,197.95</del>	<del>\$45,704.45</del>	<del>\$48,493.42</del>	<del>\$50,244.46</del>
<del>8</del>	<del>\$42,609.32</del>	<del>\$44,121.42</del>	<del>\$45,627.91</del>	<del>\$47,134.41</del>	<del>\$50,160.46</del>	<del>\$51,917.10</del>
<del>9</del>	<del>\$44,044.88</del>	<del>\$45,553.24</del>	<del>\$47,063.46</del>	<del>\$48,566.22</del>	<del>\$51,833.10</del>	<del>\$53,587.87</del>
<del>10</del>	<del>\$45,476.70</del>	<del>\$46,986.93</del>	<del>\$48,495.29</del>	<del>\$49,999.92</del>	<del>\$53,503.87</del>	<del>\$55,258.65</del>
<del>11</del>		<del>\$48,418.75</del>	<del>\$49,927.11</del>	<del>\$51,433.60</del>	<del>\$55,178.37</del>	<del>\$56,929.42</del>
<del>12</del>		<del>\$49,848.70</del>	<del>\$51,357.07</del>	<del>\$52,865.43</del>	<del>\$56,849.14</del>	<del>\$58,600.19</del>
<del>13</del>				<del>\$54,297.25</del>	<del>\$58,519.92</del>	<del>\$60,270.95</del>
<del>14</del>					<del>\$60,188.82</del>	<del>\$61,945.46</del>
<del>15</del>					<del>\$61,861.46</del>	<del>\$63,616.23</del>
<del>16</del>						<del>\$65,287.01</del>

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### LICENSED SALARY SCHEDULE 2015-2016

Years Exper.	Degree B.A.	Degree B.A. + 16	Degree B.A. + 32	Master's B.A. + 48	Master's + 16 B.A. + 64	Master's + 32 B.A. + 80
1	\$33,742.03	\$35,265.47	\$36,790.81	\$38,312.36	\$39,835.80	\$41,604.36
2	\$34,978.89	\$36,502.33	\$38,027.65	\$39,547.33	\$41,223.49	\$42,993.93
3	\$36,215.74	\$37,737.30	\$39,262.63	\$40,784.19	\$42,609.30	\$44,381.62
4	\$37,454.48	\$38,979.81	\$40,501.36	\$42,022.93	\$43,998.88	\$45,769.31

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5	\$38,908.17	\$40,433.49	\$41,956.94	\$43,476.61	\$45,686.36	\$47,458.69
6	\$40,146.90	\$41,670.35	\$43,193.79	\$44,713.46	\$47,288.99	\$49,059.44
7	\$41,593.05	\$43,118.37	\$44,639.93	\$46,161.49	\$48,978.35	\$50,746.90
8	\$43,035.41	\$44,562.63	\$46,084.19	\$47,605.75	\$50,662.06	\$52,436.27
9	\$44,485.33	\$46,008.77	\$47,534.09	\$49,051.88	\$52,351.43	\$54,123.75
10	\$45,931.47	\$47,456.80	\$48,980.24	\$50,499.92	\$54,038.91	\$55,811.24
11		\$48,902.94	\$50,426.38	\$51,947.94	\$55,730.15	\$57,498.71
12		\$50,347.19	\$51,870.64	\$53,394.08	\$57,417.63	\$59,186.19
13			\$54,840.22	\$59,105.12	\$60,873.66	
14				\$60,790.71	\$62,564.91	
15				\$62,480.07	\$64,252.39	
16					\$65,939.88	

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### Compensation

Ratification of this contract includes a 1.0% salary increase to the 2014-2015 salary tables calculated as in prior years retroactive to the first full pay period of the contracted 2015-2016 contracted school year (August 12, 2015).

In addition, the District paid the employee portion of the July 2015 PERS increase (1.125%).

### Salary Reopener

If any District bargaining unit receives an increase to its salary schedule (exclusive of reclassification and adverse interest arbitration award) in excess of 1.125% during the term of this agreement, then this Agreement shall be automatically re-opened to negotiate over Article 12-Professional Compensation.

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### Signing Bonus and Longevity

- a. Each new employee will receive a one-time additional recruitment incentive of \$500. This one time recruitment incentive is not available to employees who terminate employment with the District and are subsequently rehired by the District after any break in employment.

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- b. A stipend of \$800 will be added to the base pay of each certificated employee who has completed fifteen (15) years of eligible service in the Carson City School District. Effective for the 2012-2013 school year the stipend will be increased to \$800.
- c. An additional stipend of \$900 will be added to the base pay of each certificated employee who has completed (20) years of eligible service in the Carson City School District. Effective for the 2012-2013 school year the stipend will be increased to \$900.
- d. Licensed employees shall be placed on the salary schedule according to credits earned after BA or BS but before being licensed.

**NOTE:** Leave of absence not counted as “eligible service.”

## **12.2 Employer Paid Retirement**

The Carson City School District agrees to pay the current cost of the employee's contribution to the Public Employees Retirement System.

1. When **increases** to the PERS Contribution Rate affecting teachers occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate increase:
  - a. When teachers are not receiving a pay increase, the Licensed Salary Schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate NRS 286.421 (3).
  - b. When teachers are to receive a pay increase equivalent to one-half the amount of change to the PERS Contribution Rate there will be no change to the Licensed Salary Schedule.
  - c. When teachers are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, the pay increase will be reduced by the one-half difference in the PERS Contribution Rate Increase.
2. When **reductions** to the PERS Contribution Rate affecting teachers occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate reduction:
  - a. When teachers are not receiving a pay increase, the Licensed Salary Schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.
  - b. When teachers are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the Licensed Salary Schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.



- c. When teachers are receiving a pay increase greater than one-half of the difference in the reduction of the PERS Contribution Rate, the pay increase will be increased by that one-half reduction in the PERS Contribution Rate, and by any additional negotiated pay increase.

Any impact on the salary schedules will be implemented following completion of contract negotiations.

### **12.3 Teaching an Additional Class**

Any teacher at the departmental level, teaching an additional class on a supplemental contract over the number of classes to which he or she is assigned in accordance to the class schedule which comprises the full teaching load of the school, shall be compensated at 0.1 per cent of the 1 (first) step of the Master's Degree column per class instructional hour in addition to his or her contracted salary.

### **12.4 Terms and Date of Payment**

- a. All contracts are paid over a twelve (12) month period unless other arrangements are made with the superintendent.
- b. Teachers terminating employment may request to have the earned balance of their contract paid upon termination.

### **12.5 Deductions**

Persons wishing other District approved deductions from their salaries may make arrangements with the Carson City School District Fiscal Services Payroll Department. These deductions may include the credit union, tax sheltered annuities, income protection, dependent health insurance and IRS Section 125 qualified programs.

### **12.6 Movement of Non-Degree Teachers on Salary Schedule**

Career-technical Non-traditional licensed teachers in the areas of career and/or technical education are permitted to move horizontally on the teacher's salary schedule. Any credit earned after employment in the Carson City School District can be applied to the salary schedule for column advancement if it meets the criteria for movement.

Instructors qualified to teach with a career-technical non-traditional license certificate must complete four (4) credits in any one or a combination of the three following areas of secondary education: methodology, curriculum, or human relations, before they can advance to the second column on the salary schedule. The criteria for the movement on the salary schedule shall be the same as for the teachers holding university degrees.

### **12.7 Undergraduate Credit**

Undergraduate courses earned after September 1, 1985 that are intended for use in salary advancement must be submitted to the Office of Human Resources on official transcripts and meet one of the following criteria:

- a. Course work is within the teacher's current certification, including major and minor;
- b. Course work is within the teacher's current area of assignment;
- c. Course work is within an additional certification or degree that has been approved by the Associate Superintendent of Human Resources;
- d. Course work meets the State Department of Education requirements for re-certification. The repeat of specific course credits previously earned or credits obtained prior to September 1, 1985 will not count toward salary advancement.

**ARTICLE 13--SUPPLEMENTAL COMPENSATION**

This Supplemental Schedule for the Carson City School District covers extra services involving time and direction of projects outside the regular school program. Percentage amount is based upon step one (1) of the Master's Degree column.

**13.1 Supplemental Salary Schedule.**

<u>Events-Boys-High School</u>	<u>Percentage</u>
Baseball, Head Coach	8
Baseball, Assistant	6
Basketball, Head Coach	8.6
Basketball, Assistant	6
Football, Head Coach	8.6
Football, Assistant	6
Wrestling, Head Coach	8
Wrestling, Assistant	6
<u>Events-Boys-High School (continued)</u>	<u>Percentage</u>
Golf, Head Coach	4.8
Tennis, Head Coach	4.8
Soccer, Head Coach	6
Soccer, Assistant Coach	4.8
<u>Events-Girls-High School</u>	<u>Percentage</u>
Softball, Head Coach	8
Softball, Assistant	6
Basketball, Head Coach	8.6
Basketball, Assistant	6
Volleyball, Head Coach	8
Volleyball, Assistant	6
Golf, Head Coach	4.8
Tennis, Head Coach	4.8
Soccer, Head Coach	6

Soccer, Assistant Coach 4.8

**Events-Coeducational-High School** **Percentage**

Track and Field, Head Coach	8
Track and Field, Assistant	6
Cross Country, Head Coach	6
Cross Country, Assistant	4.8
Ski Club, Head Coach	6
Ski Club, Assistant	4.8
Swim Coach	6
Spirit Coach	6 per season (two seasons per year)
Dance/Drill/Pom Coach	6
Assistant Spirit Coach	4.8 per season (two seasons per year)
Student Council Advisor	6

**Events-Middle School** **Percentage**

Basketball, Boys	4.8
Basketball, Girls	4.8
Track and Field, Boys	4.8
Track and Field, Girls	4.8
Wrestling	4.8
Cross Country: Head	4.8
Assistant	3.6
Note: If participation drops below 40 students, no assistant	
Volleyball, Girls (2 positions)	4.8
Middle School Intramurals	6

**Other Positions** **Percentage**

Athletic Director	9
High School Class Sponsors:	
Freshman Sponsor	0.25
Sophomore Sponsors (4 positions)	0.5
Junior Sponsors (4 positions)	0.75
Senior Sponsors (4 positions)	1
High School Choral Director	10
High School Band Director	10
Yearbook Advisor, High School	6
Yearbook Advisor, Middle School	4.8
C Unity Club Advisor	1
Senator Pride Advisor	1
Elementary Yearbook Advisor	2

Newspaper Advisor, High School	3
Newspaper Advisor, Middle School (as part of journalism class)	2
Newspaper Advisor, Middle School (extra-curricular activity)	3
Student Council/Leadership Advisor, Middle School	6
Drill Advisors, Middle School	4
Drama, High School	
Major productions, musicals, all school	4
Minor productions, with class	2
Maximum of 10% per year	
Speech, High School per meet	1
Maximum of 6% per year	
Nationally Recognized Club Advisors, High School	1
Qualify/attend state/district/regional competition	0.5 (total)
<u>Qualify/attend national competition</u>	<u>0.5 (total)</u>
High School Lead Counselor	7
Computer Technologies	5
Department Heads, High School	10% + 3 days
Department Heads – Middle School – Department Heads in each middle school will be recognized for each of the following:	
Math	8
Science	8
Social Studies	8
English Language Arts	8
<b>Other Positions (continued)</b>	<b>Percentage</b>
Special Education	8
Vocational / Fine Arts	8
P.E. / Counselor	8
Department Head – Student Support Services (Contingent on continued grant funding)	10% + 3 days
NJROTC Activities, Instructor	6
NJROTC Activities, Assistant	5
School Psychologists	10
Instructional Consultation Team	3
Instructional Consultation Team Facilitator	5
GATE Program Site Coordinators	3

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<b>Pioneer High School:</b>	<b>Percentage:</b>
Student Council/Leadership Advisor	3
Yearbook Advisor	3
Speech and Debate	3

Dollar value will be determined by multiplying the amount given in step one (1) of the Master's Degree column by the indicated base percent for each specified assignment. The following longevity increments will apply to teachers:

- 5-9 years      Step one of the Master's Degree Column + \$50.00\*
- 10+ years      Step one of the Master's Degree Column + \$75.00\*

\*Requires consecutive years in same supplemental assignment.

The number of coaches for each athletic program, and the addition of new authorized sports, will be determined by the School Board.

It shall be an administrative decision as to the make-up and number of Response-to-Intervention Teams at each building site.

**13.2 Licensed Hourly Rate**

- a. The licensed hourly rate will be .07286 percent of step one (1) of the Master's Degree column.
- b. The following positions will be paid on the licensed hourly rate:
  - 1. Adult Education Program;
  - 2. Effective for the 2004-2005 school year teachers required by their Principal to work in excess of the regular school day (7 hrs., 30 min.) on School Improvement Plans (S.I.P.) will be paid the licensed hourly rate.

**13.3 Inclusion in PERS**

- a. School Psychologists: Upon the authority of the superintendent or designee, school psychologists can be contractually assigned to work five days prior to and five days after the regular school year. This income is subject to Nevada PERS.
- b. High school counselors can be contractually assigned to work 15 days during the summer. This income is subject to Nevada PERS.
- c. Middle school counselors can be contractually assigned to work 10 days during the summer. This income is subject to Nevada PERS.
- d. Teachers in charge of or working at PDC can be contractually assigned to work 10 to 15 days during the summer. This income is subject to Nevada PERS.

- e. Teachers working at the prison on an extended-year contract shall have the additional income subject to Nevada PERS.
- f. Certified librarians can be contractually assigned to work up to 10 additional days per contract year. This income is subject to Nevada PERS.

**13.4 Credits Earned After BA or BS but before Licensure**

- a. Those individuals employed in the Carson City School District prior to July 1, 1990, and who have reached the top salary column and have obtained additional credits will continue to receive the yearly stipend\* they now receive based on the number of credits earned as of July 1, 1990. They will not be paid for credits earned after July 1, 1990.  
\*Employees shall receive compensation for credits at the rate of ten dollars per credit (\$10.00/credit) to a maximum of thirty (30) credits or three hundred dollars (\$300.00). Any employee who has missed applying for the compensation may apply for the following school year.
- b. Those individuals who have received credits but have not obtained enough to move on the columns will receive any supplemental pay for credits earned, but will be eligible to move on the columns when they have received enough credits to do so.
- c. Credits must qualify according to the criteria set forth in Section 12.7 or be approved by the Human Resources Director.

**13.5 Hazard Pay for Teaching at the Prison**

- a. Commencing September 1, 1988, and continuing during the effective dates of the Comprehensive Agreement, those licensed employees who are assigned full time duties at the State penal institutions located in Carson City, Nevada, shall receive a supplemental salary of one hundred dollars per month (\$100.00/month) for the full twelve (12) months that they receive their regular pay.

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**13.6 Provisions Applicable to Supplemental Compensation**

- a. This supplemental salary shall be in effect only so long as the Board determines that there are sufficient funds outside the general fund available for this purpose. In the event that the School Board determines that funds are not available, the Association will be notified and will be given the opportunity to address the School Board regarding its decision to discontinue the supplemental salaries provided in this section.
- b. Prior to the removal of a licensed employee from a supplemental schedule position, the employee shall be given, in writing, the reasons for such removal. If the employee disagrees with the reasons, he/she shall have ten days, from the date of receipt, to request a hearing, and an appeal hearing will be scheduled in front of the Board of Trustees in a closed session.

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- c. Prior to the end of the school year, the District shall prepare a tentative schedule, showing supplemental positions and those employees who are expected to fill the positions for the following year. The District may request confirmation from the employees of their intent to accept the position.
- d. After prior consultation with the Association, the District may augment the positions provided in the supplemental schedule. In such event, the District and Association shall establish supplemental pay for the position prior to the District advertising the position in the same manner as other vacancies.

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**ARTICLE 14--CURRICULUM AND INSTRUCTION**

**14.1 Textbooks**

Textbooks and supplementary material shall be considered instructional aids and shall be provided in sufficient quantities based on class enrollment and subject to budgetary constraints.

**14.2 Supplies and Equipment**

Written recommendation submitted by teachers concerning the quality and durability of supplies and equipment shall be considered when ordering or re-ordering. Teachers shall retain a copy of the requisition form whereupon they have requested supplies and equipment and shall be informed of the disposition of their request upon inquiry of the principal, or the person responsible for ordering said material. The School District will provide all supplies necessary for classroom instruction in sufficient quantities based on class enrollment and subject to budgetary constraints.

**14.3 Excessive Noise**

The District will make all reasonable efforts to avoid having noisy building/grounds repair and maintenance tasks interfere with the learning environment of the classroom.

**14.4 Team Teaching**

Unless otherwise requested by the team teachers, the District will make reasonable effort to maintain full staffing in the event team teachers are absent. Additionally, reasonable effort will be made to not disrupt the team teaching classroom to cover other staffing needs. Substitute teachers will be used when possible. This subsection cannot be grieved beyond step 2.

**ARTICLE 15--NOTIFICATION OF VACANCIES AND PROMOTIONS**

**15.1 Supplemental Vacancies**

- a. Other than vacancies in those supplemental positions listed below, which are to be filled with preference to persons employed within a specific school, vacancies which occur in professional positions in the Carson City School District at any time during the school year shall be posted in the individual schools throughout the School District as well as on the bulletin board in the administration building and on the school district website.

Annual Advisor, High School  
Annual Advisor, Middle School  
Elementary Yearbook Advisor  
Newspaper Advisor, High School  
Newspaper Advisor, Middle School (as part of journalism class)  
Newspaper Advisor, Middle School (extra-curricular activity)  
Student Council/Leadership Advisor, Middle School  
Spirit Coach, Middle School  
Dramatics and Speech, High School  
Department Heads, High School  
Response to Intervention/Instructional Consultation Team  
Class Advisor, High School

- b. Supplementary positions filled by persons other than licensed personnel of the Carson City School District (classified employees, community people) are to be announced as vacant for three consecutive years. After three consecutive years, supplemental positions filled by a person other than a Carson City teacher do not have to be announced as vacant until such time there is a change in the scope and duties of the position or a change in the person filling the position.

#### **15.2 Vacancies during Vacation Periods**

Teachers who desire to apply for a promotional or transfer position which may be filled during the summer vacation period may submit their names to the Human Resources department together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Human Resources department shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice and application forms shall be sent to the address provided by the teacher at least ten (10) days before the final date when the applications are to be submitted.

#### **15.3 Promotional Vacancies**

Notices of promotional vacancies shall set forth the information pertinent to the positions, i.e., qualifications, requirements, duties, salary, plus any other items deemed pertinent. Promotion is defined as the achievement of a professional position which pays a higher salary differential or is on a higher salary schedule than the regular teacher's salary schedule.

#### **15.4 Notification of Vacancies and Promotions**



While actively seeking a permanent appointment, nothing in this contract shall be construed to prohibit filling a vacancy by temporary appointment of a licensed person pending the selection of a permanent appointee.

### 15.5 Voluntary Transfer or Reassignment

- a. Definitions: A **transfer** is the movement of a teacher from one work location to another work location at a different work site. **Reassignment** is the movement of a member of the bargaining unit from one assignment/subject area to another assignment/subject area or one grade level to another grade level at the same work site.
- b. Requests for transfer or reassignment shall be made on forms provided by the District. The form shall contain the specific position for which the transfer/reassignment is requested.
- c. If two or more teachers have requested transfer or reassignment to the same position, and if a license for the position is held by each, the District shall consider the following factors, equally weighted, in making the transfer or reassignment:
  1. The qualifications of the teachers
    - (a) Teaching license
    - (b) Multiple endorsements
    - (c) Past professional experience in the assignment
    - (d) Career experiences
  2. Seniority
    - (a) District experience in the requested assignment
    - (b) Overall District experiences at the specified assignment level (i.e., primary, intermediate, middle school, high school)
  3. The best interest of the students
    - (a) Major in the subject
    - (b) Experience with students in school and community extra-curricular activities
    - (c) Experience with students having special needs
  4. The needs of the District
    - (a) Transfer or reassignment should not have an adverse impact on unique programs or services
    - (b) Compatibility with students, staff, administration and parents

In weighing the above factors, evaluations and other information contained in the personnel file may be referenced.

- d. If the highest rated teacher according to the factors listed in Section "c" or the most senior teacher is not recommended for a transfer or reassignment, such teachers may request a conference with the principal or supervisor regarding reasons for the decision and, if requested by the teachers, these reasons shall be provided in writing.
- e. If the most senior teacher is not chosen for a transfer or reassignment, this teacher shall be given special consideration for the next transfer or reassignment for which he or she meets the qualifications and is the most senior applicant.

If the most senior teacher is not chosen for a transfer or reassignment for three consecutive years, this teacher shall be given priority for the next transfer or reassignment for which he or she meets the qualifications and is the most senior applicant.

- f. All teacher applicants for announced transfer or reassignment positions will be interviewed. If a position is not filled by one of the transfer or reassignment applicants the position will be advertised and filled according to normal procedures.
- g. Teachers will not be able to transfer within the District when a vacancy occurs after the beginning of instruction unless the District and affected administrator(s) determines it is in the best interest of the students. At the option of the District the vacancy will be filled with a long-term substitute, one-year contract or on a permanent basis with an "in-house" transfer. If the vacancy is to be filled on a permanent basis with an "in-house" transfer the vacancy must be advertised within the District for 5 days to allow for voluntary transfer requests. Qualified applicants for voluntary transfer would be able to interview for the vacancy, however, if selected to fill the vacancy, the teacher would not be transferred until the following school year. A long term substitute or one-year contract teacher would fill the vacancy for the remainder of the school year in which the vacancy occurred.

Once a teacher has accepted the transfer only the administrators at the two schools involved in the process can release the teacher from the obligation to transfer. Any request by the teacher to nullify the transfer must be filed with the affected administrators in writing no later than July 1<sup>st</sup> of the year the transfer is to be effective. If the teacher is released from the obligation to transfer, the vacancy will not be reopened for transfer within the District but will be filled from outside applicants. All qualified District licensed employees may apply during the period of accepting outside applications. If this position is not filled by the start of educational instruction, then Article 15.5 (g) will begin again.

- h. No teacher so transferred or assigned shall suffer loss of salary, fringe benefits or seniority.
- i. The District shall provide the President of the OCEA with an updated seniority list no later than September 30th of each school year; however, if an announced transfer or reassignment position is made, a teacher may, upon request, be informed of his or her seniority at that time.

## 15.6 Involuntary Transfer or Reassignment

District-wide seniority for post-probationary teachers as used in this section (15.6) shall be defined as the total length of “continuous” employment with the District. Each teacher’s effective date of hire for seniority purposes under this Article shall be the original date of employment with the District. If more than one affected teacher has the same date of hire, seniority will be determined by the order in which the teacher was approved for employment by the Board of Trustees with the first approved being the most senior and so on. If the order cannot be determined by the above method, seniority will be based on the earliest date the teacher’s signed letter of intent, to be employed by the District, is received by the Human Resources office. If seniority cannot be determined by the above method, seniority will be determined by a lottery designed by the District in consultation with the Association, with the first name drawn as the most senior and so on. Any teacher who has at any time terminated employment with the District for voluntary or involuntary reasons shall establish a new date of original hire on that date the teacher was reemployed. Any post-probationary teacher whose termination was due to a reduction in force under Article 20 shall use their original date of hire if recalled under Article 20. Service rendered beyond the normal school year shall not add to a teacher’s seniority.

- a. The District shall always seek voluntary transfers or reassignments to facilitate class number or class location changes, prior to instituting an involuntary transfer or reassignment.
- b. Involuntary transfers or reassignments shall only be made for the following reasons:  
(1) as the result of a reduction in force pursuant to Article 20; (2) a change in the number of classes at a particular location; (3) some combination of closing or opening new or old schools; or (4) other justifiable reason.
- c. If a particular class is moved to another location during the school year, a teacher from that class at the old location shall be given first priority for the new location.
- d. Employees who are involuntarily transferred or reassigned during the school year shall be given ten working days advance notice prior to the effective date of the transfer or reassignment. The District shall provide assistance in moving the employee's classroom materials.
- e. When a location is designated for involuntary transfer, the District shall first select probationary employees at the designated site. If it is necessary to transfer a post-probationary employee, the District shall select the employee from the designated site to be transferred on the basis of seniority, with the least senior employee transferred first.
- f. For a period of five years following an involuntary transfer, the employee will be guaranteed voluntary transfer to another available position in his/her former school, for which he/she is qualified. Such transfer shall take place prior to the beginning of the school year. If the employee turns down any available position twice in his/her former school, for which he/she is qualified the employee loses the priority provided by this section and may apply for future vacancies under Article 15.5 (Voluntary Transfer). If

there are more than one involuntarily transferred teacher seeking an available position, then the teacher with the most seniority shall be approved for transfer. Once a teacher is voluntarily transferred to another position, the priority granted by this paragraph shall end.

#### **15.7 Restructure/Reorganization**

In the event a school(s) is required to restructure, the District and the Association will meet and confer prior to any restructuring, regarding the unique needs of the school(s) impacted and attempt to collaboratively develop a plan for implementation.

If unable to develop an implementation plan, the District reserves the right to implement involuntary transfers outside of the process of Section 15.6.

#### **15.8 Internships**

All job announcements for internship positions will include and highlight in bold letters a warning clause:

Employees seeking a promotion to this internship position will not be guaranteed return to their former position.

#### **15.9 Teachers on Special Assignment**

All job announcements classified as "Teacher on Special Assignment" will include and highlight in bold letters a warning clause:

"Teachers seeking appointment to a special assignment position will not be guaranteed return to their former position should their assignment last more than one school year."

### **ARTICLE 16--LEAVE**

#### **16.1 Sick Leave**

Each full-time employee of the Carson City School District shall be credited with fifteen (15) days of sick leave at the beginning of the school year. Pay deductions are not made when sick leave days are used for the defined purposes. There shall be no limit as to the accumulation of sick leave if service is continuous. The full fifteen days of sick leave are not earned until the teacher has completed the entire school year.

- a.** Personal illness or accident is defined as illness or accident to the employee. A doctor's statement may be requested for any absence, but it is mandatory after ten days. This mandatory doctor's statement will include the anticipated length of absence and the reason for the absence. Before the employee may return to his or her normal duties, a doctor's release must be submitted to the superintendent or his designee.

- b. For the absence due to the conditions stated above, beyond the accumulated sick leave allowance, pay deductions will be made in proportion to the basic salary per day based on the number of days stated on the contract.
- c. Termination of employment automatically erases any sick leave benefits except as provided in NRS 391.180 (6). Re-employment after termination begins another term in the accumulation of sick leave.
- d. Sick leave allowance is granted only under the legal designation, personal illness, or because of serious illness, accident, or death of a member of the immediate family. Failure to report to work because of weather conditions, road conditions, or any reason other than those reasons stated by law will require a per diem deduction from the salary of the person.
- e. Teachers who begin employment after the start of the school year or terminate prior to the end of the school year, will earn sick leave on the basis of the following formula:
 
$$\frac{\text{Contract days worked}}{183 \text{ Days}} \times 15 \text{ days} = \text{sick leave days earned}$$
- f. In the event any employee does not complete the number of days required by his/her contract, the number of such days used in excess of the number of pro-rated days earned will be deducted when the final pay of the terminating employee is computed.
- g. Teachers under contract who are employed for a minimum of four hours per day during the school year shall be members of the sick leave plan on a pro-rated basis (1/2 of 1 1/2).
- h. The District shall include a report of accumulated sick leave and accumulated personal leave on the bi-monthly pay stubs. On October 30, the District shall provide, in writing, each teacher's placement of years and column and sick leave bank membership.
- i. Under no circumstances will an employee be paid for more sick leave than is indicated in his/her account. In cases of dispute concerning the number of days of sick leave an employee has in his/her account, the records maintained in the Human Resources office will be considered as the official record.
- j. Each year, a teacher with more than 165 accumulated sick leave days may convert 15 sick leave days to 2 personal leave days. A teacher may convert a maximum of 15 sick leave days to 2 personal leave days per contract year. The teacher must always maintain a sick leave balance, after conversion, that is equal to or greater than 150 days in order to be able to convert personal day must notify the District by October 31<sup>st</sup> (Proposal to change to 10/31 due to 9/15 payroll) on a form provided by District Finance.

**16.2 Family Illness/Bereavement Leave**

Accumulated sick leave not to exceed 15 days in any one school year may be used for giving care or help to a family member or friend who is ill or injured, or for bereavement leave for the death of a family member or friend or for making arrangements for or the attendance at a funeral for such a person. Extensions beyond the 15 days may be granted by the School Board.

### **16.3 Maternity Leave and Child Adoption Leave**

- a.** Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom and any temporary disability resulting therefrom shall be treated as any other temporary disability for all job-related purposes under the provisions of sick leave. Immediately following the birth of his/her baby, a teacher will have the option of taking six (6) weeks of maternity leave of absence or up to a maximum of twelve (12) weeks of Family Medical Leave under the provisions and subject to the requirements of the Family Medical Leave Act. FMLA leave will be concurrent with any maternity leave.
- b.** An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:
  - 1. A maximum of six (6) consecutive weeks paid adoption leave will be permitted to either the mother and/or the father, but not simultaneously to begin immediately upon receiving the child. Leave beyond six (6) paid weeks may be granted under the provisions of the Family Medical Leave Act. FMLA leave will be concurrent with any adoption leave.
  - 2. Adoption leave will be granted only for children who are between the ages of birth to six (6) years of age at the time of adoption.
  - 3. The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.

### **16.4 Leave without Pay**

Leave of absence without pay for a school year may be granted by the School Board to regularly appointed teachers who have completed at least three continuous years of service to the District, upon written request to the School Board, prior to May 10, preceding the year of requested absence. Leave without pay may be granted for the following reasons or such other reasons that the School Board feels appropriate: a) approved study; b) approved travel; c) exchange with teacher within another school system; d) health; e) child rearing; f) service in and for the armed forces of the United States; and g) service in an elected public office.

- a.** All teachers who are on leave of absence without pay must notify the Carson City School District Human Resources office, in writing, of their intent to return to teaching in the Carson City School District. This written notification must be received by the Carson

City School District Human Resources office on or before March 15. Failure to comply will terminate the re-employment agreement.

- b.** In the event that the original request for leave has not been complied with, the employee must submit in writing the reasons for non-compliance with the original leave request. In the event of such non-compliance the School Board, at its discretion, may terminate the agreement to re-employ.
- c.** Teachers granted a leave of absence will return to duty at the same status on the salary schedule unless the teacher has qualified for advancement as shown at the date the leave was granted. The teacher will be returned to the District in a position comparable to the one formerly held before the leave of absence. High school staff would return to the high school; middle school staff would return to the middle school; and elementary staff would return to an elementary position within a three-year student age range. He/she shall also be credited with the unused sick leave accumulated and personal leave accumulated at the time the leave of absence was granted.
- d.** Teachers who are granted a leave of absence without pay will have their benefits (salary, health insurance, PERS and sick leave) prorated according to days worked.
- e.** Employees on an approved unpaid leave of absence may not apply for vacancies pursuant to Article 15 until the District is accepting outside applications.

#### **16.5 Military Leave**

Military leave will be granted under the provisions of NRS 281.145.

#### **16.6 Sabbatical Leave**

Certificated employees who have seven (7) or more years of continuous service in the Carson City School District may be eligible for a sabbatical leave under the following conditions:

- a.** Applications for sabbatical leave must be submitted to the Human Resources office no later than March 1 of the school year immediately preceding the year of the sabbatical.
- b.** Applicants must submit a formal education plan for the sabbatical year, which includes full-time study at an accredited college or university (minimum = the minimum number of credit hours which meet the requirements for full-time study at the attending college or university for each semester of the sabbatical leave). The educational plan should focus upon improving professional educational skills.
- c.** Successful applicants will be entitled to one-half (1/2) salary during the sabbatical leave. The School District will also provide employer paid retirement benefits as provided in Article 12.2 and group health insurance as provided in Article 17.1.

- d. Successful applicants must provide a surety bond in the amount of the sabbatical stipend to ensure that they will return to the Carson City School District and serve a minimum of two (2) years following completion of the sabbatical leave.
- e. After completion of the sabbatical year, returning employees must submit a formal written report to the Board of Trustees.
- f. Certificated employees will receive a service increment for the sabbatical year.
- g. Credits earned while on sabbatical leave may be used for advancement on the salary schedule.
- h. No more than two (2) certificated employees may be on sabbatical leave from the Carson City School District during any academic year.

The Joint Advisory Committee will meet and review all applications and select the candidates for the sabbatical. Applications will be prioritized, and the highest ranking will be offered the opportunity for sabbatical leave. In the event that one (1) or more of the highest ranking candidates is unable to proceed with the sabbatical leave, the opportunity will be offered to the next highest ranking candidate.

#### **16.7 Absence for Professional Purposes**

The superintendent may authorize absences of employees for professional purposes with pay provided that such attendance will render an education service or value to the Carson City School District. Additional absence for professional purposes may be granted on specific authorization of the School Board. All requests for professional absence will be made to the superintendent of schools.

#### **16.8 Absence for Jury Duty**

- a. Absence for jury duty shall not count in calculating absence limitation under other sections. The salary paid by the Carson City School District under such absence shall be at the regular rate.
- b. Absence for court appearances which are the result of legal actions affecting the contractual obligations of teaching personnel shall not be counted against the sick leave of the teacher involved nor shall that teacher be docked pay.
- c. Employees will submit to their supervisors' jury documentation prior to the summons date. Employees will be released from all school obligations the entire day of a jury summons, even if the jury duty lasts only a portion of a day.
- d. Employees will contact their supervisors' before each day of jury duty to indicate that their jury obligation is still in effect.

#### **16.9 Paid Leave for Personal Business**



- a. All full-time teachers will be entitled to two (2) days of personal leave with pay to be credited at the beginning of each school year. In the event a teacher does not complete the school year, the current year's personal leave will be pro-rated on the following scale:

93 to 183 days worked = 2 days of personal leave

45 to 92 days worked = 1 day of personal leave

Current year personal leave days already spent at the time of termination will be recuperated by the Carson City School District from the final check or if the employee is returning, following an approved leave of absence, as a deduction from the next year's annual accrual.

- b. Personal leave days granted in accordance with this Article will be granted without any limitation on the purpose for the use of such leave and shall only be limited by the provisions of 16.9 (c and d) as stated below.
- c. Employees eligible for personal leave shall notify their principal and/or supervisor, in writing, of the intended use of a day of personal leave at least five (5) school days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible.
- d. Personal leave days will be approved by the principal and/or supervisor, in writing, whenever the requests do not jeopardize the instructional program in terms of the number of requests per building and the availability of satisfactory substitutes. The determination of whether or not the instructional program would be jeopardized and the availability of satisfactory substitutes will be made solely by the principal and/or supervisor. Teachers may take this leave in increments of not less than one-half day, i.e. 3.75 hours.
- e. There shall be no limit as to the accumulation of personal leave if service is continuous. Yet, at no time may a person use more than five days in any one school year.
- f. Employees who voluntarily terminate will be eligible for pay for unused personal leave held at the time of termination. Accumulated personal leave will be paid at the following specified percentage of his/her contractual daily rate of pay.
  - 1. For licensed employees with ten but less than fifteen years of service, at 15%.
  - 2. For licensed employees with fifteen, but less than twenty years of service, at 20%.
  - 3. For licensed employees with twenty or more years of service, at 25%.

#### **16.10 Absence for Personal Business**

- a. Absence without pay may be authorized by the superintendent for purposes which he considers urgent and which shall be deducted from the employee's salary in the amount of 1/183 or 1/184 of the base contract salary. The employee shall make application for

such authorization at least ten (10) days in advance of the occurrence, or if advance application is not possible, not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decisions for such absence. The approval of the principal or the director involved will be required. Involuntary absence not heretofore provided for may be excused by the superintendent. The employee shall make application to the superintendent immediately for excuse for such absence and deductions shall be made in accordance with 1/183 or 1/184 of the contracted base salary, unless such deductions are specifically waived by the School Board on recommendation of the superintendent of schools.

- b. Principals are authorized to exercise impartial and justifiable judgment in releasing teachers for short periods of time during the school day. Such releases should be of a non-recurring nature. Unless approved by the superintendent, other absences than those herein provided for or failure to follow the foregoing regulations may be deemed to be neglect of duty or insubordination and may be sufficient grounds for dismissal.

#### **16.11 Leave Policy for Negotiations**

The Ormsby County Education Association will be granted leave with pay for the purpose of its members participating in fact-finding, mediation or arbitration with the School Board or its representatives. The length of this leave is not to exceed fifteen (15) teaching days per school year for the aggregate of all teachers granted leave under this provision. The Association agrees to have no more than two (2) teachers away from any one department at any one school at the same time under the terms of this leave, but in any event no more than a total of five (5) teachers may be granted such leave at any one time. The number of teachers granted such leave and the aggregate of fifteen (15) days may be exceeded upon written request to the superintendent. If the superintendent denies the Association's requests, he will notify the Association president, in writing, as to the reasons for his denial. The Association agrees to reimburse the School District for salaries paid to substitutes hired and prorated salary and benefit costs of any teachers granted leave under this section.

#### **16.12 Payment for Unused Sick Leave**

Employees represented by the bargaining unit who have completed ten (10) or more years of consecutive service and who voluntarily terminate will be eligible for pay for unused sick leave held at time of termination.

In lieu of pay the teacher may choose to direct the District to forward to an insurance company, or directly into PERS (subject to PERS regulations), an amount equal to the percentages specified below subject to any federal tax obligations imposed by law.

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a. Accumulated sick leave will be paid at the following specified percentage of the established sick leave pay out rate of accumulated sick leave effective July 1, 2005 to June 30, 2006 for a maximum of 200 days for any one individual.

1. For licensed employees with ten, but less than fifteen years of service, at 45 percent of the established sick leave pay out rate of accumulated sick leave;
2. For licensed employees with fifteen, but less than twenty years of service, at 50 percent of the established sick leave pay out rate of accumulated sick leave;
3. For licensed employees with twenty or more years of service, at 60 percent of the established sick leave pay out rate of accumulated sick leave.
4. The above the established sick leave pay out rate has/is increased to: (a) \$75.00 [est. 7-1-05]; (b) \$76.50 [est. 7-1-06]; (c) \$79.60 [est. 7-1-07]; and (d) \$85.00 [est. 7-1-12].

b. To qualify for payment of unused sick leave at the conclusion of the contractual year, an employee must give notification of intent to terminate no later than April 10 of that year.

Employees who do not give notification by April 10 will receive payment by the end of the following year.

c. The value of a licensed employee's unused sick leave, whether earned while in the Carson City School District or brought from another Nevada school district, shall be paid to the estate of any licensed employee who dies while in the employment of the District at the rate of said employee's daily rate of pay regardless of number of years of service to Carson City School District at time of death.

#### 16.13 Leave for OCEA President

The superintendent shall grant, upon written request from the president of the OCEA, ten (10) days leave, with Association reimbursement to the District limited to the substitute pay scale for any substitute teacher hired and the prorated salary and benefit costs of the president, during his/her term of office, for services to be rendered to the Association. If the superintendent determines that such leave will benefit the District and is not performing duties or providing services rendered to the Association, the costs of the leave will be borne by the District. Additional leave for other Association members may be granted upon application to and approval by the superintendent under the same terms of reimbursement applicable to the president. The superintendent shall not unreasonably deny these requests.

#### 16.14 Leave for NSEA President

The District shall allow full-time release for any member of the local Association elected to serve as President of the NSEA, not to exceed two terms or six years. At the end of his/her presidency or six years, whichever occurs first, the teacher will return to the District in a position comparable to the one formerly held before the leave. High school staff would return to the high school; middle school staff would return to the middle school; and elementary staff would return

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to an elementary position within a three-year student age range. This position will be in an area in which he/she is qualified to teach, and at the same column and step he/she held at the time of the leave.

The NSEA will reimburse the District for the total amount of the salary and fringe benefits which include the total PERS contribution, SIIS, and health insurance package. The employee will not accumulate sick leave or personal leave during his/her absence, but upon return, all leave time held at the time of release will be credited to the employee.

Failure of the employee to return at the end of his/her presidency or four years, whichever occurs first, will be considered as a resignation from the District.

#### **16.15 Sick Leave Bank: Long Term Disability**

Under this Agreement, teachers covered by this contract may become members of the sick leave bank by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank is to assist teachers only who have long-term illness or long-term disabilities and who have exhausted their sick leave accumulation. All information given to the OCEA Sick Leave Committee shall be kept confidential.

- a.** Only teachers who have contributed to the bank are eligible for benefits. The teacher must provide the following information:
  1. A written letter from a physician stating the need for work release, medical basis and expected duration of absence.
  2. A written letter from the teacher requesting time off and a copy of their record of absences and a reason for extended absences longer than three (3) days. This information may be obtained from the District Office.
- b.** Benefits are available only to members of the sick leave bank who have been employed by the Carson City School District for a minimum of three (3) years.
- c.** The maximum lifetime number of days which any one person can be granted from the bank during his/her periods of employment with the Carson City School District is sixty (60) days.
- d.** Applicants for benefits from the sick leave bank must make application through the OCEA Sick Leave Bank Committee. The OCEA Sick Leave Bank Committee will then make a recommendation to the Board of Trustees. The decision of the Board is final.
- e.** At the beginning of each school year there will be a nine (9) week open enrollment period. Eligible teachers must notify the Human Resources office on District provided forms at each building, of their desire to participate in the bank.
- f.** Those teachers enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resources office in writing of their intent to

withdraw from the bank. Such withdrawal from the bank must occur during the enrollment period, and will not result in reinstatement of the time contributed to the bank.

- g.** When the total number of days in the Sick Leave Bank is reduced to sixty (60) days or less, the OCEA Sick Leave Bank Committee will inform the bank membership that a special assessment of (1) one sick leave day per member will be made to reimburse the bank.
- h.** The maximum anyone can contribute to the sick leave bank at any one time is (1) one sick leave day.
- i.** The following guidelines shall be used in determining whether a request is granted or denied by the OCEA Sick Leave Bank Committee.
  - 1. Days requested should be taken consecutively or as recommended by the prescribing physician.
  - 2. Days will NOT be granted for bereavement, stress related illness, drug rehabilitation or depression, unless hospitalized.
  - 3. Days will NOT be granted for any (non-life threatening) elective surgery that can be postponed until school is not in session.
- j.** The OCEA Sick Leave Bank Committee reserves the right to request any other information they may need to determine the granting or denial of a request.

## **ARTICLE 17--INSURANCE**

### **17.1 Group Health Insurance**

- a.** The Carson City School District will contribute the single employee premium for all full-time contractual employees on the payroll an average of twenty hours or more per week. In the event that the single employee premium for said full-time contractual employees should increase prior to the expiration of the period of this contract or prior to a subsequent contract being negotiated between the parties, the District shall pay any such increase in the single employee premium contribution for said full-time contractual employees during such interim period.
- b.** The School Board may advertise for bids from another carrier. The level of insurance coverage for any new proposal secured by the School Board of the Carson City School District shall be subject to negotiations pursuant to NRS 288.150 (f).
- c.** The Association will allow the District to add a maximum of one (1) additional medical plan option to the 4 existing medical plans which may be selected by employees during open enrollment periods as an alternative to the existing group medical care coverage. This provision shall remain in full force and effect through December 31, 2010, and may continue after December 31, 2010, by mutual written agreement of the parties.

**17.2 Group Life Insurance**

- a. The School District will provide a \$20,000 Life Insurance Policy for each full-time employee in accordance with the terms of the Life Insurance Policy in effect at the time of the employee’s death. Any reduction below \$20,000.00 policy amount will be negotiated by the parties.
- b. That Carson City School District will contribute the single employee premium for all full-time licensed employees.
- c. If available from the District indemnified insurance carrier, certificated employees may have the option of purchasing additional life insurance on the payroll deduction plan.

**17.3 Schedule 125 Flexible Benefit Plan**

The School District and the Association will make available to employees a flexible benefit plan.

**17.4 Section 457 Plan**

Effective July 1, 2003 teachers retiring or terminating employment with compensation due in connection with unused personal leave, sick leave or other separation payments will be paid in the form of deferred compensation through a defined 401(A) special pay plan with a third party administrator. Employees are immediately 100% vested in all contributions to the plan.

**17.5 Insurance Sales**

No salesman or sales literature shall be allowed access to licensed staff, their mailboxes or school property (i.e., faculty lounges) without the prior authorization of the OCEA President and subject to the subsequent discretion of the superintendent.

**ARTICLE 18--CALENDAR**

The District shall consult with the District’s four bargaining groups in creating and setting Winter and Spring Vacations for the following school year. The proposed plan for Winter Vacation shall be built around the traditional two (2) week period (Monday-Friday) and the Spring Vacation plan shall consist of a one (1) week period (Monday-Friday). If the District does not set the vacation dates by March 15, the ability to set the Winter and Spring Vacations will revert to the Association solely for that year/calendar.

The Association shall use the following procedures should the ability to set vacation dates revert to it for that year/calendar:

- a. The Association shall hold a vote on the proposed vacations by April 1.
- b. The response of the majority of teachers participating in the vote will determine the Winter and Spring Vacations.
- c. The District reserves all rights to determine all other aspects of the calendar in this instance.

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## **ARTICLE 19--GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any law of the State of Nevada or of the United States. The parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into negotiation thereon at a time and date agreeable to both parties. The remainder of the Agreement shall remain in full force and effect.

## **ARTICLE 20--PROCEDURES FOR REDUCTION IN WORK FORCE (RIF)**

### **20.1 Reasons for RIF**

The School District retains the right to determine when a reduction-in-force layoff is necessary, the number of individuals whose employment must be terminated, and the areas of instruction and/or School District operations within which such reductions in force will occur. The OCEA president will be notified of any such reduction and OCEA will be given opportunity to confer and consult with the District prior to any such reduction.

### **20.2 Post-Probationary RIF**

Article 20, "Procedures for Reduction in Work Force," will apply only to post-probationary teachers. The School District will retain the right to dismiss or refuse to reemploy probationary teachers in accordance with NRS 391.

### **20.3 Procedures for RIF of Probationary Teachers**

In the event that the teaching force must be reduced, the initial reduction will start with probationary teachers as defined in NRS Chapter 391. The School District reserves the right to retain a probationary teacher if, in the opinion of the superintendent, the probationary teacher is needed to maintain a program, course of study, or perform a needed function within the School District which no post-probationary teacher is qualified to fill.

Except as provided above, probationary teachers shall be reduced by using the following procedure:

1. Teachers in their first year of probation shall be considered for reduction first, based on District seniority as defined in Article 20.5;
2. Teachers in their second year of probation shall be considered for reduction, based on District seniority, after all first-year probationary teachers have been reduced;
3. Teachers in their third year of probation shall be considered for reduction, based on District seniority, after all second-year probationary teachers have been reduced.

### **20.4 Procedures for RIF of Post-Probationary Teachers**

In the event that further staff reduction that will include post-probationary teachers is necessary then, after considering the District's unique educational or instructional needs, seniority as

defined in Article 20.5 shall determine the order in which remaining teaching staff will be reduced. However, no teacher qualified to teach a particular assignment or grade level as evidenced by a current valid certificate by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment.

The unique educational or instructional needs of the District may include, without limitation, a consideration of the following factors:

1. Whether the teacher is employed in a position which is hard to fill;
2. The type of licensure or type of degree attained by the teacher;
3. Endorsements or certifications attained by the teacher;
4. Trainings or skill sets that a teacher possesses that meet unique or program needs of the District;

### **20.5 Seniority Definition for RIF**

District-wide seniority for probationary and post-probationary teachers shall be defined as the total length of "continuous" employment with the District. Each teacher's effective date of hire for seniority purposes under this Article shall be the original date of employment with the District.

After the application of seniority then the following items may be considered by the District to reduce a more senior teacher before a less senior teacher.

1. Past performance evaluations of the teacher within the District;
2. The disciplinary record of the teacher within the District;
3. The criminal record of the teacher, if any.

If there is still more than one affected teacher after the above items have been considered, seniority will be determined by the order in which the teacher was approved for employment by the Board of Trustees with the first approved being the more senior and so on. If the order cannot be determined by the above method, seniority will be based on the earliest date on the teacher's signed letter of intent, to be employed by the District, is received by the Human Resources office. If seniority cannot be determined by the above method, seniority will be determined by a lottery in accordance with section 20.6. Any teacher who has at any time terminated employment with the District for voluntary or involuntary reasons shall establish a new date of original hire on that date the teacher was re-employed. Any post-probationary teacher whose termination was due to reduction in force under this Article shall use their original date of hire if recalled under this Article. Service rendered beyond the normal school year shall not add to a teacher's seniority.

### **20.6 RIF Lottery**



The relative seniority of teachers with the same seniority date as defined in 20.5 above shall be determined, if and when it is necessary, by a lottery designed by the District in consultation with the Association, with the first name drawn as the most senior and so on.

#### **20.7 Recall**

- a.** Any administrator laid off due to reduction in force pursuant to the CCAA contract shall, for purposes of recall, also be known as post-probationary teacher provided they also meet the requirements for post-probationary teacher status as defined by NRS. Any post-probationary teacher laid off pursuant to this Article shall for a period of two years have recall rights to any position the teacher may become qualified for and shall be recalled to such available position in the professional category in inverse order of the reduction of work force. Any teacher who is offered re-employment under this section and does not accept will not hold any further rights under this Article.
- b.** Any teacher re-employed by exercising the recall rights shall be given the same salary rank and grade as when laid off and shall be given all unused sick leave and other benefits held when laid off. A recalled teacher will not accumulate benefits during the lay-off period.
- c.** An Administrator laid off pursuant to CCAA contract would only be subject to this section and has no further protection under this negotiated agreement until such employee is placed into a teaching assignment.

#### **ARTICLE 21--TENTATIVE AGREEMENT PROCEDURE**

It is hereby agreed by and between the undersigned parties that the procedures set forth herein shall be used during the course of their collective bargaining negotiations to demonstrate tentative agreement on any provision for their collective bargaining agreement.

##### **21.1 Signing Off of Tentative Agreements**

Any provision for a collective bargaining agreement tentatively agreed to in negotiations between the Association panel and the School Board panel shall be stated in writing and shall be initialed and dated by the chief negotiator of each party.

##### **21.2 Re-Opening of Tentative Agreements**

The subject matter of any provision for collective bargaining agreement between the Association panel and the School Board panel which has been initialed in accordance with paragraph 21.2 above may not be re-opened except by mutual agreement of both panels.

##### **21.3 Ratification**

If the panels tentatively agree to and initial the provisions of a total agreement, the provisions of that agreement shall be subject to ratification and adoption by the members of the School Board. However, an initialed total agreement shall commit the Association to submit the contents of that agreement to its membership with a firm unanimous recommendation from its entire negotiating panel in favor of ratification and shall commit the School Board panel to submit the contents of that agreement to the School Board with a firm unanimous recommendation in favor of its ratification and adoption.

#### 21.4 Request for Information

The District and association will make reasonable efforts to provide information requested for the purpose of negotiation in an electronic format. The Parties shall retain negotiations information requested and provided pursuant to NRS 288.180(2) for a period of five (5) years from receipt to avoid duplicate requests in future years. The Parties agree the five (5) year limitation does not apply should a catastrophic event occur that damages or destroys the data. Requested information available on District website will be provided by District with reference to location on District website where Association can download and print requested information.

### ARTICLE 22—TERM OF AGREEMENT

#### 22.1 Effective Dates

This Agreement shall be effective as of July 1, 2015, and shall remain in full force until June 30, 2016, unless a successor agreement is ratified with an effective date prior to June 30, 2016. Negotiated amendments to contract language will be effective the first full pay period following ratification and approval. This Agreement shall automatically reopen for negotiations of a successor agreement pursuant to NRS Chapter 288.180 [SB 241, Section 1.5 (2015)].

#### 22.2 Continuing Contract Provisions

If the parties cannot agree on any particular issue for negotiations and there has been a provision in the prior Agreement on this subject, that provision shall continue in the contract until changed by mutual agreement or by binding arbitration.

#### 22.3 Reproduction of Agreement

The expense of reproducing this Agreement shall be borne by the Carson City School District. Sufficient quantities shall be reproduced to ensure that each licensed employee within the School District shall receive a copy within 30 days of the approved successor agreement which has been proofed by both parties. Additional copies may be purchased by the Association at the cost of printing.

#### 22.4 Teacher's Contract of Employment

This Agreement, when ratified by both parties, shall be incorporated by reference and become a part of the teacher's contract of employment.

#### 22.5 Fiscal Emergency

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The District may reopen the Agreement to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4).

**ORMSBY COUNTY EDUCATION ASSOCIATION**

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Negotiation Chairman Date

**CARSON CITY BOARD OF SCHOOL TRUSTEES**

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Clerk Date

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**Deleted:** If the District determines during the term of this Agreement that there is a fiscal emergency, pursuant to SB98 (2011), limited to reductions in property tax or the District's Distributive School Allocation (DSA) as provided by the State Department of Taxation or State Department of Education this agreement will be automatically opened to address such fiscal emergency with written notification from the District to the Association President.  
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## Appendix A

List of possible arbitrators for expedited arbitration:

Claude Ames  
Charles Askin  
Mark Burnstein  
Catherine Harris  
Ken Perea  
Philip Tomoush  
Barry Winograd

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**Appendix B**  
**Memorandum of Understanding**

**Program of Performance Pay/Enhanced Compensation**

The District and the Association will meet during the term of this agreement and make recommendations regarding Program of Performance Pay/Enhanced Compensation as addressed in AB 229, section 8.

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**Appendix C**  
**Memorandum of Understanding**

**Review and Update of Employee Evaluation Policy and Form**

The District and Association will meet during the term of this agreement to review and make recommendations regarding updated Teacher Evaluation policy and form. These recommendations shall be implemented in the 2013-2014 school year (in compliance with AB's 222, 225 and 229).

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**Appendix D**  
**Memorandum of Understanding**

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**Inclement Weather**

The District and Association will meet in the Joint Advisory Committee (Article 3.4) during the term of this agreement to review and make nonbinding recommendations to the Superintendent regarding “delayed start” vs. “on time start” for District inclement weather days.

**Appendix-E**  
**Memorandum of Understanding**

**Mitigate Future Insurance Costs**

The District and Association will continue to negotiate through the interest based bargaining (IBB) process facilitated by a federal mediator to mitigate future insurance costs which may include without limitation: further insurance plan design changes, capping District contributions and shift agreed upon portion of cost savings to salary matrix. This negotiations process to be concluded prior to October 1, 2012 and not subject to interest arbitration (NRS 288.217).

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