

AGREEMENT

BETWEEN THE

WASHOE COUNTY SCHOOL DISTRICT

AND THE

WASHOE EDUCATION ASSOCIATION

2013-2015



EFFECTIVE JULY 1, 2011
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PREAMBLE

This Agreement is made and entered into by and between the Washoe County School District in the City of Reno, County of Washoe and State of Nevada and the Washoe Education Association.

WHEREAS, the Washoe County Board of Trustees in the City of Reno, County of Washoe, State of Nevada and the Washoe Education Association, the parties to this Agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the staff, and

WHEREAS, the Board of Trustees is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the Superintendent of Schools, and

WHEREAS, the members of the education profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the staff in the District have the right to join, or not to join, any organization for their professional or economic improvement:

NOW, THEREFORE IT IS AGREED:

ARTICLE 1 DEFINITIONS

- 1.1 The term "Chapter 288" as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "employees" as used in this Agreement shall refer to all licensed staff members on the teacher's salary schedule. Sections in this contract referring to a particular group of employees shall apply only to that group.
- 1.3 The term "School Trustees" as used in this Agreement shall mean the Board of Trustees of the Washoe County School District, and is the entity known as the Local Government employer in Chapter 288 Nevada Revised Statutes.
- 1.4 The term "Association" as used in this Agreement shall mean the Washoe Education Association, and is the entity known as the Employee Organization in Chapter 288 Nevada Revised Statutes.
- 1.5 The term "School District" as used in this Agreement shall mean the Washoe County School District.
- 1.6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Washoe County School District or his/her designated representative.
- 1.7 The term "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Board" and "Association" as such, each reserves the right to act hereunder by committee or designated representatives.
- 1.8 The term "School Year" shall be as defined in Nevada Revised Statutes 388.080 which states: "The public school year shall commence on the 1st day of July and shall end on the last contracted day of the school year."
- 1.9 The term "EMRB" means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.
- 1.10 The term "Agreement" refers to the name of this document being the "Professional Negotiation Agreement" between the Washoe County School District and the Washoe Education Association.

ARTICLE 2 RECOGNITION

- 2.1 The School Trustees have recognized the Association as the exclusive representative of all licensed personnel as defined in Article 1, and have received: (a) a copy of its constitution and bylaws, (b) a roster of its officers and representatives, (c) a pledge not to strike as required in Chapter 288 Nevada Revised Statutes, and a list of Association members certified by the Association. The Association, however, shall not include the following: The Superintendent, Associate Superintendents, other members of the administrative staff, principals, and vice-principals.

- 2.2 All rights and privileges granted to the Association, the recognized bargaining agent, under the terms and provisions of the Agreement shall be for the exclusive use of the negotiating unit subject to the exception of Section 288.140 Nevada Revised Statutes.

**ARTICLE 3
METHODS USED FOR CLASSIFICATION OF BARGAINING UNIT EMPLOYEES**

- 3.1 The District and the Association understands and agrees in the validity of upgrading professional standards. To assist in that endeavor, the parties agree to the establishment of a six (6) person committee to meet periodically to evaluate the current standards required for the existing classifications within the bargaining unit. The committee may have variable members to reflect the classification being reviewed, but in no event shall either side select more than three (3) members.
- 3.2 The Professional Standards Committee will meet for the purpose of reviewing the minimum qualifications required by the Nevada Department of Education.
- 3.3 Criteria will be developed for, but not limited to, the positions of Department Chairpersons, Librarians, Guidance Counselors and Athletic Coaches. Upon completion of the criteria, the same will be recommended for adoption by the Board of Trustees.

**ARTICLE 4
NEGOTIATIONS**

- 4.1 It is agreed that all proposals that may arise under this Agreement shall be negotiated (except as provided in the Term of Agreement, Article 35) as follows: (provided that nothing in this Agreement is to be construed to preclude the personal appearance of any employee on his/her own behalf before the School Trustees when it is meeting in formal session).
- 4.2 Requests for meeting may be made by either party directly to the other in writing. In the case of requests to the School Trustees, such requests will be made to the Superintendent or his/her designated representative with a copy being sent to the President of the School Trustees. In the case of requests to the Association, such requests shall be made to the President of the Association. As of the date of the receipt of such requests, the parties will meet within seven (7) calendar days at a mutually convenient meeting place and date. All such requests shall contain the reasons for the meeting requested. Written requests for meetings, conforming to this Agreement, shall be honored only from officers or designated representatives of the parties.
- 4.3 When the subject of negotiation requires the budgeting of money by the School Trustees, the Association may give notice on or before December 1, for all non-budget items. Budgetary items require notice on or before February 1, or the Friday before the 1st should February 1, fall on a non-scheduled workday.
- 4.4 The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement. On furtherance of this objective, it is recognized that either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in negotiations.
- 4.5 The School Trustees and the Association mutually agree to exchange information to assist in developing constructive proposals on behalf of students, employees, administrators, and the School District. Such information shall include complete and accurate financial reports and such items as ADA figures, sources of revenue, class size, and proposed salary schedules as available.
- 4.6 For their mutual assistance in successfully concluding negotiations, the parties, by mutual agreement, may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.
- 4.7 It is understood and agreed that all tentative agreements negotiated between the parties and subsequently ratified by the parties, shall be set down in writing.
- 4.8 Negotiation meetings shall normally be held during school hours, and the parties agree to continue into the evening whenever such continuation would appear to be efficient and fruitful. No more than four (4) members of the Association Negotiation Team shall be allowed release time without loss of pay on any given day, and substitutes shall be provided by the Association.

**ARTICLE 5
MEDIATION AND FACT-FINDING**

- 5.1 The parties agree to follow the provisions of NRS 288 concerning mediation and fact-finding unless other procedures are mutually agreed upon.
- 5.2 During mediation and fact-finding, members of the Association Negotiation Team shall be allowed release time on any given day without loss of pay, and substitutes, if required, shall be provided by the Association.

**ARTICLE 6
DUES DEDUCTION**

- 6.1 Upon appropriate written authorization from the employee, the School Trustees shall deduct from the salary of any employee, and make appropriate remittance, for WEA, NSEA, and NEA dues, and for up to three (3) additional plans or programs as provided by the Association.
- 6.2 The Association will certify to the School Trustees in writing the current rate of membership dues. The School Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 6.3 Deductions referred to in Section 6.1 above will be made in equal installments once each month during the year. The District will not be required to honor for any month's deduction authorizations that are delivered to it later than the tenth (10th) of the month prior to the distribution of the payroll from which the deductions are to be made. (2003)
- 6.4 No later than the tenth (10th) of every month, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues for the organizations named in Section 6.1 above. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the Association in writing between July 1 and July 15 (to be effective in the subsequent contract year). (2003)
- 6.5 Upon termination of any employee, the remaining amount of dues for the Association named in Section 6.1 above will be deducted from the final check.

**ARTICLE 7
AGREEMENT FOR CONTINUOUS UNINTERRUPTED WORK FLOW**

- 7.1 Both parties understand and agree on the importance of the uninterrupted flow of the education process. Because of the significance that is attached to the continuous flow of work, the parties hereby agree that nothing shall be done to reduce, slow, or in any way inhibit the flow of the District's business for the duration of the Agreement.

**ARTICLE 8
FAIR PRACTICES**

- 8.1 The Washoe County School Trustees and the Association agree that in accordance with the Civil Rights Act of 1964 as amended and other appropriate civil rights legislation, there shall be no discrimination in employment or promotional opportunity because of race, creed, color, age, sex, marital status, national origin, legal Association activity, or political belief or advocacy.
- 8.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, political belief or advocacy.

**ARTICLE 9
EMPLOYER RIGHTS**

- 9.1 The School Trustees and the Association share a joint concern that the membership of the Association shall continue to enjoy a professional status within the community at large. It is considered of paramount importance that the Association rejects those actions which would detract from the professional status of the Association membership.
- 9.2 The Association and the School Trustees jointly recognize and accept Chapter 288 Nevada Revised Statutes, otherwise known as the Local Government Employee-Management Relations Act, and its provisions and amendments as a guarantee of the professional status of the Association. Nothing in this Agreement is to be construed to deny the School Trustees the rights granted to it by the Statutes of the State of Nevada.
- 9.3 The District reserves the right, except as limited by this Agreement, to direct its employees, to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee; to relieve any employee from duty because of lack of work or for any other legitimate reason; to maintain the efficiency of its governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, as stated in Chapter 288, Nevada Revised Statutes.

**ARTICLE 10
GENERAL SAVINGS AGREEMENT**

- 10.1 In the event that any provision of this Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction or by the Employee Management Relations Board as specified in Section 288.130 Nevada Revised Statutes, then such provision or application will not be deemed valid and substantive except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet no later than twenty (20) days after any such holding for the purpose of re-negotiating the provision or provisions affected.

**ARTICLE 11
ADMINISTRATION OF AGREEMENT**

- 11.1 The Superintendent or his/her designated representative shall meet with representatives of the Association as requested by either party to review specific matters of mutual concern regarding the administration of this Agreement. Resolution of problems before they become grievances shall be one of the purposes of such meetings. This Article is not intended to circumvent the grievance procedure.
- 11.2 Those schools with a plan for shared decision-making, which has been approved by the Washoe County School District Board of Trustees as per Administrative Regulation 6000, may apply for variance of the negotiated agreement. The request for a variance must be submitted to the Superintendent and to the Association Board of Directors for approval by May 1 preceding the school year in which the requested variance will take effect. All requests for variance must state the specific article of the agreement and explain what the school is considering that might violate this provision of the agreement. The request must also state the period of time for which the variance is needed. A variance may be granted for no more than one (1) year at a time. Schools wishing to renew the variance must reapply by May 1.

In order for a school to be considered for a variance, there must be certification that three-fourths of the school's faculty has approved the variance request. Such certification must be gathered through a secret ballot process conducted jointly by the Association building representatives and school administration.

**ARTICLE 12
GRIEVANCE AND COMPLAINT PROCEDURE**

12.1 DEFINITIONS

- 12.1.1 A "grievance" is an allegation by an employee, group of employees, or the Washoe Education Association based upon an alleged violation, misinterpretation, or inequitable application of any provision of the Negotiated Agreement.
- 12.1.2 An "aggrieved person" is a teacher, a group of teachers, or the Association, asserting a grievance.
- 12.1.3 A "party in 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.
- 12.1.4 The term "days" when used in this Article shall, except where otherwise indicated, mean working school days rather than calendar days. If the grievance procedure extends past the contracted year, the term "days" shall mean working days beyond the contract year.

12.2 PURPOSES

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

12.3 STRUCTURE

- 12.3.1 The Association shall designate a Grievance Representative for each school chosen from the staff of that school in such manner as may be directed by the Association.
- 12.3.2 A formal written grievance will be submitted on the Grievance Form. All written responses to the grievance will be submitted on the Grievance Form. Additional sheets may be attached to the Grievance Form as needed. A copy of the Grievance Form is attached to the Agreement. (2013).

12.4 TIME LIMITS

- 12.4.1 As a courtesy to all parties involved, the grievant and the District (principal, supervisor, administrator, Area Superintendent, and Human Resources) will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or principal et. al. will be present.
- 12.4.2 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.
- 12.4.3 If an employee does not file a grievance in writing as provided herein within fifteen (15) days after the employee knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

12.5 PROCEDURES

12.5.1 LEVEL ONE - SCHOOL PRINCIPAL

12.5.1.1 If an employee feels that he/she has a grievance, he/she shall first discuss the matter informally with his/her principal, supervisor, or an administrator to whom he/she is directly responsible and may request the presence of that school's Grievance Representative, another faculty member, or another member of the bargaining unit. The administrator shall be informed as to the nature of the problem, in writing, prior to this meeting being established.

12.5.1.2 If an aggrieved employee is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claims as a formal grievance in writing to his/her principal, to the Association, to the appropriate Area Superintendent, and to Human Resources. Prior to submitting the formal grievance, the employee shall advise the principal, supervisor or administrator of his/her decision to file. The written grievance must include the specific article(s) in question.

12.5.1.3 The principal shall within five (5) days render his/her decision and the reasons therefore in writing on the prescribed form to the aggrieved, with a copy to the Association, the appropriate Area Superintendent, and to Human Resources.

12.5.2 LEVEL TWO - CENTRAL ADMINISTRATION

12.5.2.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, the aggrieved may file the grievance with the appropriate Area Superintendent, and Human Resources.

12.5.2.2 The Area Superintendent shall within ten (10) days after receipt of the written request, seek to resolve the matter through meeting with the grievant and his/her representative if so requested by the grievant or the District.

12.5.2.3 Notification of Level Two grievance hearings shall be delivered to the grievant's location at least two (2) days prior to the meeting with a copy sent to the Association.

12.5.3 LEVEL THREE - SUPERINTENDENT OF SCHOOLS

12.5.3.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after receipt of the grievance in writing by the Area Superintendent at Level Two, the aggrieved has five (5) days to file the written grievance with Human Resources.

12.5.3.2 Within eight (8) days after receipt of the grievance by Human Resources, 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 of the Level Three hearing shall be kept. The cost of such transcript shall be equally shared by both parties. The Superintendent shall within five (5) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved person, the principal, supervisor, or appropriate administrator, Area Superintendent and the Association.

12.5.3.3 Notification of Level Three grievance hearings shall be delivered to the grievant's location at least two (2) days prior to the meeting, with a copy sent to the Association.

12.5.3.4 Representatives of the Association may attend and participate in any meeting of the Superintendent and the aggrieved, unless explicitly excluded by the aggrieved, in relation to any grievance presented to the Superintendent under this Agreement. In the event representatives have been excluded by the aggrieved, the Superintendent shall confer with Association representatives prior to the issuance of his/her decision.

12.5.4 LEVEL FOUR - ARBITRATION

12.5.4.1 If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days of the Superintendent's decision, notify the Superintendent in writing that the Association wishes to take the grievance to arbitration.

- 12.5.4.2 Within five (5) days after written notice of submission to arbitration, the Superintendent or his/her designee and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence from the following list: ⁽²⁰⁰³⁾
- Franklin Silver
Barry Winograd
Norman Brand
Kenneth Perea
Catherine Harris ⁽²⁰¹¹⁾
- 12.5.4.3 The arbitrator so selected shall confer promptly with representatives of the Superintendent and the Association, shall review the record of prior hearings with the aggrieved and such other parties in interest he/she shall deem requisite, and, unless extended by mutual agreement, shall issue his/her report not later than thirty (30) days from the date of the close of the hearing.
- 12.5.4.4 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:
- A written copy of the grievance, the name of the grievant(s) to include the work site and the name of the grievant's appropriate administrator;
An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings; and
A written copy of the resolution of the grievance or arbitration.
- 12.5.4.5 No precedent shall be set between the District and the Association as a result of a grievance filed by an individual, independently of the Association, unless the Association submits the matter to Level Four, Arbitration.
- 12.5.4.6 The right to individually process a grievance is permissible provided it does not violate any provision of Chapter 288 of NRS.
- 12.5.4.7 The parties agree that the Association is not financially responsible for the costs of an arbitration matter pursuant to Article 12 when the Association does not represent an employee or employees in arbitration. ⁽²⁰¹¹⁾
- 12.5.4.8 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 12.5.4.9 The arbitrator's decision shall be submitted in writing to the aggrieved, the Superintendent, and the Association only, and shall set forth his/her findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 12.5.4.6 and shall be consistent with the law and with the terms of this Agreement.
- 12.5.4.10 The Board of Trustees agrees to the binding arbitration of grievances as specified in the preceding section. However, in the event that the arbitrator's award would cost the District in excess of 1/2 cent on the tax rate for any one (1) specific grievance or one (1) cent on the tax rate in the aggregate (more than one (1) grievance) during the term of the Agreement, then the Board of Trustees shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only.
- 12.5.4.11 At the next meeting of the Board of Trustees, the decision of the arbitrator and any other information shall be presented to the Board of Trustees for consideration and both parties shall have the opportunity to present their positions before the Board of Trustees take final action on the grievance.
- 12.5.4.12 A record of decisions shall be maintained by the School District and the Association and each decision may be a precedent for future interpretation of the Articles of this Agreement.
- 12.5.4.13 The costs of services of the arbitrator shall be shared equally by the Association and the School Trustees.

12.6 RIGHTS OF EMPLOYEES TO PARTICIPATION

- 12.6.1 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.

12.6.2 Any party in interest may be represented at any level of the formal grievance procedure by a person of his/her own choosing except at Level One. If an employee is called as a witness during regular school hours, such employee shall do so without loss of pay. The party calling the witness shall be responsible for the payment of the substitute's salary for the witness, if required. The term "party" shall mean the Washoe County School District or the Washoe Education Association.

12.7 MISCELLANEOUS

12.7.1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to Human Resources and the Superintendent directly and the processing of such grievance shall begin at Level Three. However, the Superintendent shall have an additional five (5) days, or a total of ten (10) days, within which to issue his/her decision. If a decision for a grievance filed initially at Level Three has not been given after twenty-five (25) days from the date filed, the aggrieved may notify Human Resources and the Superintendent in writing that the grievance will be taken to arbitration.

12.7.2 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.

12.7.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

12.7.4 Forms for filing and processing grievances and other necessary documents, as approved in this Agreement, shall be prepared by the School District and made available through building principals, supervisors, and School Grievance Representatives. Grievance forms presently in use in the District shall be continued until revised forms are mutually agreed upon.

12.7.5 A grievance may be withdrawn at any level by the aggrieved without prejudice.

12.7.6 The sole 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.

12.7.7 Any and all time limitations as set forth in this section may be extended upon agreement of the parties.

12.8 COMPLAINT PROCEDURE

12.8.1 The policies and administrative regulations have been established by the School Trustees to help carry out their responsibilities. Both parties agree that policies and administrative regulations are not a part of this Agreement and, as such, are completely outside the scope of this Agreement.

12.8.2 The parties hereby recognize the existence of District policies and regulations (to which the employees covered by the Agreement are bound, which are subject to change by the School Trustees and shall relate to subject matter not covered by the provisions of this Agreement).

12.8.3 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 following:

12.8.3.1 As a courtesy to all parties involved, the complainant and the District (principal, supervisor, administrator, Area Superintendent, Human Resources) will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or principal et.al. will be present.

12.8.3.2 The Complainant shall have the right to be represented by a person of his/her choosing except as restricted in 12.5.1.1.

12.8.3.3 All disagreements should be taken up in the first instance with the principal, supervisor or administrator. Every reasonable effort will be made to resolve any complaint by an employee or employees through a meeting with the principal, appropriate supervisor, or administrator. The employee may request the presence of a faculty member or another member of the bargaining unit at the meeting.

12.8.3.4 In case a satisfactory solution is not reached, an employee may file a formal complaint on the appropriate form. Prior to submitting the complaint, the employee will notify the administrator of his/her decision to file. The complaint shall state the nature of the complaint including the specific policy, regulation or other appropriate procedure, practice or subject which is the basis

for the complaint. The complaint shall be distributed to the principal/supervisor and the appropriate Area Superintendent and Human Resources.

- 12.8.3.5 A meeting with the appropriate Area Superintendent shall be established within eight (8) days of receipt of the request. In the event a written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level.
- 12.8.3.6 If a satisfactory resolution is not reached at this level, the complainant may notify Human Resources that he/she wishes to discuss the complaint with the Superintendent and a meeting will be established for that purpose. A meeting with the Superintendent shall be established within eight (8) days of receipt of the request. In the event a written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level. ⁽²⁰¹¹⁾
- 12.8.3.7 In the event that either party is not satisfied with the disposition of the complaint, or if no decision has been rendered within twenty-one (21) days after the meeting with the Area Superintendent, the complainant may notify the Superintendent in writing that he/she wishes to take the complaint to the School Trustees.
- 12.8.3.8 The School Trustees shall then, at the next regular meeting, request the parties to appear at a hearing. The complainant and the administration shall be represented by one individual. If either party deems witnesses are appropriate they shall advise the other party at least four (4) days prior to the meeting. All material and evidence shall then be presented to the School Trustees for their examination. The decision of the School Trustees shall be made by the next regular meeting after examination of the facts. The decision of the Trustees shall be final.

**ARTICLE 13
EMPLOYEE PROTECTION**

- 13.1 The School Trustees will provide assistance for any employee who is sued for assault or other alleged incidents which occur in the pursuit of his/her duties and acting within the limits of his/her assigned responsibility.
- 13.2 Employees shall immediately report cases of assault either suffered by them or for which they may be responsible and which occurred in connection with their employment. No formal action shall be taken against an employee upon any complaint directed toward an employee unless such matter is promptly reported to the employee concerned. No formal action shall be taken on such a complaint unless such matter is reported in writing to the employee concerned. With mutual approval among principal or supervisor, employee and parent, the employee shall have the right to be present during conferences at a time mutually agreed upon, if that conference concerns the above actions.
- 13.3 An employee, while acting within the course of his/her duties as such, may use such force as is reasonable and necessary to protect himself/herself or others or property; or to quell a disturbance threatening physical injury; or to obtain possession of weapons or other dangerous objects upon the person of or within the control of the pupil.
- 13.4 The District shall inform each licensed employee of the District who may have consistent contact with a pupil if that pupil has, within the preceding three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person.
 - 13.4.1 Information will also be available to other licensed employees in the school upon request on a need-to-know basis.
 - 13.4.2 The District shall provide this information based upon any written records that the District maintains or which it receives from a law enforcement agency. The District need not initiate a request for such information from any source.
 - 13.4.3 A school District and the members of its board of trustees are not liable for failure strictly to comply with this section if a good faith effort to comply is made.
 - 13.4.4 Any information received by an employee pursuant to this section is confidential and must not be further disseminated by the employee.
- 13.5 No employee shall be discriminated against because of his/her activity with the Association.

**ARTICLE 14
SAFETY**

- 14.1 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.

- 14.2 The District further agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes.
- 14.3 No employee shall be required to search rooms, lockers or other areas of a school facility for possible hazardous material.
- 14.4 The District and the Association shall establish a committee of three (3) administrators and three (3) employees. The purpose of this committee will be to develop guidelines for the productive use of professional time in the event of a school closure which does not require the release of the staff.

**ARTICLE 15
USE OF FACILITIES**

- 15.1 The Association shall have the exclusive right to use school mail boxes and the interschool mail service and faculty bulletin boards for organizational material, provided that all such material is signed by an Association officer or is clearly identified as Association material and the Association accepts the responsibility for such material. Copies of all such material shall be given to the building principal. Individual employees will not be prohibited from judicious use of the school mail service and faculty bulletin board.
- 15.2 The Association shall be allowed the use of school buildings for Association meetings during regular school days so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific educational activities, shall not disturb an employee while teaching 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.

**ARTICLE 16
EMPLOYEE FACILITIES**

- 16.1 The parties recognize that the availability of functional school facilities for both students and employees is desirable to ensure the high quality of education that is the goal of both employees and the School Trustees. They recognize further that facilities should be designed to meet the needs of the educational program.
- 16.2 The Administration shall make every reasonable effort to improve existing school and staff facilities within the limits of available resources. Security of employees' personal belongings will be given top priority.
- 16.2.1 Employees' personal property shall be covered in event of loss due to fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft or water damage.
- 16.2.2 The maximum amount of coverage for any one employee's personal items is \$500 per occurrence.
- 16.2.3 The employee's personal property must be itemized with the principal's office on the form provided.
- 16.2.4 The District's coverage applies to the property losses not covered by the employee's homeowner or tenant property insurance policy. The District's coverage would also apply towards the employee's deductible up to the maximum of \$500.
- 16.2.5 The personal property must provide essential support to the employee's scope of work as determined by the school principal and must be listed on the "Declaration Form" required.
- 16.2.6 The school principal must maintain a "Declaration Form" itemizing the employee's personal items and corresponding business use to authorize coverage.
- 16.2.7 Personal property "Declaration Forms" must be completed each school year, with a review being completed and signed by the principal in the second semester or as the status of the personal property changes, in order for coverage to be in effect.
- 16.2.8 Items not listed on the "Declaration Form" for the current school semester will be considered as non-business in their use and will not be covered by the District.
- 16.3 A Facility Committee shall be established annually to review existing facilities and plans for future facilities. The Committee shall consist of three (3) Administration members and three (3) members selected by the Association. This Committee shall meet a minimum of four (4) times during the contracted year. The Committee's duties shall consist of recommending to the School Trustees consideration for future priorities for renovation, replacement, or remodeling of existing facilities.
- 16.4 A teacher work area shall be provided in each school containing equipment and supplies to aid in the preparation of instructional materials. A serviceable desk, which can be locked, and chair shall be provided for each teacher.

16.5 Every reasonable effort shall be given to providing space in each classroom in which teachers may safely store instructional materials and supplies, a locked space in each classroom in which teachers may store personal belongings, and an appropriately furnished room to be used as a faculty lounge equipped with a telephone which ensures privacy of conversation, conveniently located teachers' restrooms, separate for each sex, and separate from the students' restrooms, adequate and separate lunchroom facilities for the use of the staff, a communications system allowing teachers to call the main office from their classrooms, and paved parking lots.

16.6 Upon prior request to the principal, every reasonable effort shall be made to provide access for the teacher to his/her classroom at reasonable times during non-school hours. To the extent feasible, access to teacher work areas shall also be provided. However, if in the opinion of the principal abuses have occurred, he/she may discontinue or restrict access to work areas and classrooms of any teacher(s) who in his/her opinion has abused such privilege.

ARTICLE 17 WORK YEAR

17.1 During the work days at the beginning of the year, the equivalent of one day (7.5 hrs.) will be reserved exclusively for teachers to spend time in their classrooms with no District/building meetings or mandated in-services being held. (1998)

17.2 The total number of working days for all new employees during a traditional or single-track year round school year shall be 187. For multi-track year round schools, new employees shall work 177 days. The total number of days for returning employees shall be 185 for traditional or single-track year round schools. For multi-track year round schools, returning employees shall work 175 days. (2001)

17.3 Christmas vacation shall be no less than ten (10) continuous school days in length exclusive of the work year.

17.4 Spring vacation shall be no less than five (5) continuous school days in length exclusive of the work year.

17.5 Employees who worked less than one half the days of the previous contract year will be considered new employees for purposes of Article 17.2.

ARTICLE 18 HOURS

18.1 Secondary teachers shall be required to report no earlier than fifteen (15) minutes before the start of the employee's first scheduled class period (including preparation periods). Nurses will report to work at 8:00 A.M. Elementary teachers shall have a seven (7) hour contract day, in recognition of the fact that they do not have a preparation period during the instructional day. Elementary teachers (and itinerant educators assigned to elementary schools) shall report to school no more than thirty (30) minutes before the start of the instructional day. The elementary duty day shall conclude no more than thirty minutes after the instructional day (with the exception of multi-track year round). Any deviation from the instructional day must be included in the School Improvement Plan and approved by the Superintendent of Elementary Education. To allow for greater access for parental contact, no duty shall be assigned prior to fifteen (15) minutes before the instructional day, except with the consent of the teacher. Faculty meetings may commence earlier than fifteen (15) minutes prior to the start of school based on a 2/3's vote of the entire faculty. (2003)

18.2 Employees may be required to remain after completion of the school day without additional compensation within the following limits:

18.2.1 When it is necessary to remain longer to attend general faculty meetings and special meetings when called by the Superintendent, the school principal, or other administrative officers. This includes the parent open house and graduation exercises. Teachers will be dismissed no later than 15 minutes after the end of the student day on these two occasions. All duties at graduation exercises shall be filled by volunteers. Should an administrator believe that he/she doesn't have a sufficient number of volunteers, duties shall be assigned on a rotating basis.

18.2.2 Employees are expected to be available to parents for scheduled consultations after completion of the regular school day. The responsibility of the employee to be available for conferences with parents is recognized as an employee's professional responsibility and shall be encouraged by the Association. Every reasonable effort shall be made to schedule parent conferences at least twenty-four (24) hours in advance except in emergency situations.

18.2.3 The principal shall have the authority to permit divergence by employees from the regular school day.

18.2.4 Employees shall continue the tradition of voluntary participation in parent-teacher activities.

18.2.5 Employees shall be available for duties at school social activities and athletic events.

18.2.6 Employees shall be available for duties in the event of an emergency.

18.3 The principal, working with his/her staff or a committee elected by the staff, shall determine and assign such duties as bus, yard, hall, and other extracurricular assignments. These duties shall be considered as part of the professional responsibility of the employee.

18.3.1 The District will provide each elementary school with resources to reduce teachers' non-instruction duties.

18.4 Employees shall have a duty free lunch period of not less than thirty (30) minutes without interruption except when emergencies and/or scheduled special events make it necessary to alter an employee's assignment. Employees shall notify the principal/supervisor or his/her representative before leaving school grounds. Such notification will include the time of departure and return if before the end of the work day.

18.5 Travel time of any employee required to travel between schools (but not between the home or point of origin and the school and/or the return) shall be considered as part of such employee's work day.

18.6 Secondary teachers who agree to substitute during their preparation periods at the request of the school administration shall earn compensatory time off or pay.

18.6.1 The building administrator responsible for this program shall maintain an alphabetical listing by periods of teachers participating in this program. The program should rotate equitably through this alphabetical list.

18.6.2 Teachers may be requested to substitute:

1. when the absent teacher is involved in a school or District-related activity;
2. when the absent teacher is on an approved leave covered by this agreement and a substitute would be required;
3. when the absent teacher needs time off for a reason approved by school administration.

18.6.3 Compensatory time will be earned at the rate of one (1) period for each period covered.

18.6.4 The maximum number of days which may be earned in any school year is ten (10). With reasonable notice and prior approval by the school administration, a teacher may take no more than two (2) days of compensatory time off during the school year. Teachers who elect to use compensatory time off on a single period basis will not have this time count as time used on the two (2) day limit.

18.6.5 Compensatory time must be earned before used. The number of periods earned may be used by the teacher on a period, one-half, or full-day basis. One (1) day equals the number of periods teachers are required to teach each day in that particular school. One-half day equals three (3) periods.

18.6.6 At the end of each school year, any teacher having time accrued may elect to:

1. carry the time over to the next school year; or
2. be compensated for the time earned at \$30.00 per hour. Teachers will be compensated for actual time they have worked. Time worked shall be calculated in 30 minute block increments. (2007)

18.6.7 All hourly pay shall be paid at \$30.00 per hour. (2007)

18.6.8 A school nurse who must provide 24-hour, complex, continuous nursing management of students on overnight field trips shall be paid his/her daily or hourly rate of pay for each separate hour of 7 ½ hour shift worked-daytime, evening and night duty in addition to mileage and transportation costs.

All other hourly pay for school nurses shall be paid at \$30.00 per hour.

The Director of Student Health Services will first attempt to assign a willing and qualified school nurse(s) to accompany the student for the duration of the field trip. If none of the qualified school nurses on the staff are willing, the Director will assign "field trip duty" to qualified school nurses on the staff on a rotating basis.

18.7 SUBSTITUTE ABSENCES

18.7.1 In situations where elementary teachers are assigned to substitute for another teacher (when substitutes are unavailable) the value of the cost of the substitute will be placed in the school fund. In a situation where, in a team, a substitute is requested for an absent team member and none is available, the value of a substitute pay will be placed in the school fund. The allocation of the money will be for use in the classroom of the teacher being requested to substitute. In team situations no more than the value of one substitute may be allocated to that classroom. (1999)

- 18.8 When teachers are required to attend an IEP meeting, every reasonable effort will be made to limit the time a teacher is required to work beyond the end of the teacher's work day. (2013)

**ARTICLE 19
PREPARATION TIME**

- 19.1 The District will make every reasonable effort to continue to provide at least forty-five (45) minutes per 7-1/2 hour work day to be used by teachers for classroom preparation. To the extent feasible the principal, assisted by the appropriate Assistant Superintendent, shall attempt to develop schedules which will permit the forty-five (45) minutes of preparation time to be continuous. If, however, in the opinion of the principal, such schedules are not feasible, the preparation time may be non-continuous. Preparation time may be scheduled before, during or after the student's day.
- 19.2 Preparation times may also be used for other duties such as playground, hall, etc., for staff meetings and parent-teacher conferences as the principal directs.
- 19.3 **ELEMENTARY SCHOOL**
- When a special subject area teacher is in charge of an elementary school teacher's class, the regular teacher may leave the classroom and use that time as a preparation period.
- 19.4 **MIDDLE SCHOOL**
- The District shall continue with its present practice to provide preparation time during the student's day in the schools where that system is currently in operation. The principal shall form a committee to assist in developing a schedule. The schedule shall be presented to the faculty prior to the close of the school year for implementation in the subsequent school year.
- 19.5 **HIGH SCHOOL**
- The District shall continue with its current practices to provide a continuous, uninterrupted preparation period during the school day.
- 19.6 In case of emergency, the teacher may be assigned other duties during his/her preparation period.
- 19.7 An employee who accepts an assignment for an extended period of time to teach during his/her prep period will be compensated at the hourly rate of \$30. (2003)
- 19.8 Every reasonable effort will be made to schedule some time during the contract work week wherein elementary school (K-6) special education teachers can work on IEP planning and implementation in order to fulfill their responsibilities under both federal and state law.

In order to determine the amount of IEP planning and implementation time that has been scheduled for each special education teacher at each school within the district, each school principal shall submit a report detailing the special education teacher's daily schedule to the area superintendent. The area superintendent shall compile the reports and prepare a document that details the manner in which preparation time has been scheduled as well as the amount of IEP planning and implementation time that has been scheduled at each school. A copy of the reports submitted by the principals and the area superintendent shall be provided to the Association President and Executive Director and Chief Human Resources Officer no later than January 1.

After a review of the reports, the Association may reopen this provision for negotiations in 2014-15. The Association will notify the District no later than February 1, 2014 of its intent to renegotiate the provision. (2013)

**ARTICLE 20
SICK LEAVE AND DISABILITY BENEFITS**

- 20.1 **SICK LEAVE**
- 20.1.1 Each employee shall be credited with fifteen (15) days of sick leave at the beginning of each school year. Accumulation shall be unlimited.
- 20.1.2 Upon separation, employees with at least ten (10) years of continuous service in the District shall be entitled to payment for accumulated sick leave in accordance with Washoe County School District Regulation 4142.1. Regulation 4142.1 shall not be incorporated into this Agreement by references and thus shall not be subject to the grievance procedure.
1. For purposes of this article, "separated" shall mean retired, resigned or deceased.
 2. Total monies available for this compensation shall be determined by a tax rate limitation of 0.01333333 of the budgeted General Fund property tax revenues.

3. The rate of pay shall be as follows: 25% of the days of accumulated sick leave, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.

4. Checks for said unused sick leave will be distributed to the employee or his/her estate in July. (2003)

20.1.3 The principal shall, upon request from an employee, make available to that employee within a reasonable period of time, the employee's accumulated sick leave as of a certain date.

20.1.4 The full fifteen (15) days of sick leave are not earned until the employee has completed the entire school year. If the employee leaves the system before all of his/her sick leave is earned, and fifteen (15) days of leave have been used, then a payroll deduction will be made for the unearned portion of the used sick leave.

20.1.5 In determining the approximate proportional amount of sick leave earned by employees who work less than a 185 day school year the following formula shall be used:

Contracted Days x 15 days sick leave = sick leave days earned

185

Example: An employee who is contracted to teach beginning in October for 152 days will accrue:

$$\frac{152}{185} \times 15 = 12.32 \text{ days sick leave}$$

20.1.6 Sick leave is to be used only if the employee is unable to perform his/her duties. If, in the opinion of the site level supervisor and the Assistant Superintendent, Human Resources reasonable cause exists, verification of the employee's illness or disability may be required in order to charge any portion of the absence to sick leave. Verification of the employee's fitness to return to work may be required. (1999)

20.1.7 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused by or attributed to pregnancy, miscarriage, childbirth, or recovery therefrom, an employee may have the option of charging such period of disability to her accrued sick leave.

20.1.8 The District may require an independent medical examination of the employee at the District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District and to the employee. Independent medical examinations are to be required judiciously.

20.1.9 Leave with pay, taken from accumulated sick leave, for an operation shall be allowed provided the attending physician certifies that the operation should not be postponed. Verification from the attending physician may be required.

20.1.10 An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed each year by the Superintendent upon written request of the employee.

20.2 SICK LEAVE BANK

20.2.1 Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank (Bank) by voluntarily contributing one sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have long-term illness or disabilities and who have exhausted their sick leave accumulation.

20.2.2 The Sick Leave Bank will be operated by the Association according to written procedures and rules developed by the Association and provided to the Assistant Superintendent, Human Resources and the Superintendent annually. (1999)

Human Resources shall receive and process all requests from employees to contribute a day to the Bank.

20.2.3 Responsibility for determining who shall receive days from the Bank rests exclusively with the Association.

The Association holds the District harmless in the event of any action by an employee relative to the use of the Bank.

20.2.4 Annually the Human Resources Division shall provide to the Association a Sick Leave Bank Report of Usage to include:

1. The total number of days used, per employee;

2. the total number of days in the Bank at the beginning of the year; and
3. the total number of days remaining in the Bank.

The Association shall be afforded thirty (30) days, upon receipt of this report, in which to make corrections and return the corrected report to the Human Resources Division.

Annually no later than June 30th, the Association shall provide the Human Resources Division a Bank Report of Usage which shall include:

1. the total number of employees who applied for days from the Bank including those who were declined days and those who used the Bank more than once during the year.

20.2.4.1 Participation in the Sick Leave Bank

20.2.4.1.1 At the beginning of each school year, there will be a five-week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five weeks of its mailing.

20.2.4.2 Receiving Days from the Sick Leave Bank

20.2.4.2.1 Only individuals who have contributed to the bank are eligible for benefits.

20.2.4.2.3 The maximum accumulated number of days which any one person can be granted from the bank during his/her period of employment with the District is seventy-five (75) days per illness, per year.

20.2.4.3 Limits on Bank Usage

20.2.4.3.1 The maximum number of days which can be realized from the Sick Leave Bank will be 600 days annually.

20.2.4.3.2 At the beginning of each school year, there will be a five week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five weeks of its mailing.

20.2.4.3.3 The maximum that anyone can contribute to the Sick Leave Bank at any one time is one sick leave day.

20.2.4.3.4 At the end of each school year, all days in the bank will be carried over to the next school year.

20.3 BEREAVEMENT LEAVE

20.3.1 In the event of a death in the immediate family, employees may be granted up to ten (10) days sick leave per occurrence. An additional two (2) days, with substitute deduction, may be granted per occurrence. In the event of the death of a close personal friend, up to five (5) days of sick leave per occurrence may be granted.

20.3.2 Immediate family shall mean: spouse, children, grandchildren, parents, stepparents, parents-in-law, grandparents, grandchildren, sisters, brothers, sisters- and brothers-in-law, sons- and daughters-in-law, half brothers, half sisters, aunts and uncles. Request for extension of this leave shall be directed to the Superintendent. A copy of the death certificate or obituary notice may be required.

20.4 FAMILY ILLNESS LEAVE

20.4.1 In the event of an accident or critical illness within the immediate family a bargaining unit member may use his/her accrued sick leave days in order to provide emotional or physical support for the immediate family member.

20.4.2 Immediate family is defined as: Spouse, children; and parents, sisters, brothers, parents-in-law, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, and any person living in the immediate household of the employee. Verification of the illness from the attending physician may be required.

(2007)

- 20.4.3 A bargaining unit member may use up to 10 days of his/her accrued sick leave for family illness leave even when the event is not an accident or critical illness as described above. (2007)

ARTICLE 21 TEMPORARY LEAVES OF ABSENCE

21.1 VISITATION LEAVE

Upon written request to the principal/supervisor, and with the approval of an Area Superintendent or the Assistant Superintendent, Human Resources, employees may be granted professional leave to visit other schools for the purpose of observing methods of discipline, class organization, methods of instruction, experimental programs, or other activities related to education/health services. No deduction from salary shall be made for approved visits of this type. (2001)

21.2 COMMUNITY SERVICE LEAVE

Leave of absence not to exceed five (5) days in any school year may be granted upon written application in advance for participation in civic or community activities. Such activities shall include, but not be limited to, service clubs, religious observances, charitable organizations, and political parties. Upon approval of such request by the Assistant Superintendent, Human Resources, salary deduction shall be limited to the substitute's pay for each day of such absences. (2001)

Community service leave shall not be requested during the first two (2) or last two (2) weeks of the school year, except in extenuating circumstances.

21.3 MILITARY LEAVE

Employees who must serve under orders in military programs shall have no loss of salary from the School District for participation in such programs for up to thirty (30) school days per school year. Notice of such orders must be provided to the employee's principal/supervisor with copies to Human Resources. (2001)

21.4 UNFORESEEN CIRCUMSTANCES LEAVE

Upon approval by the principal/supervisor, leave may be granted when unforeseen circumstances prevent an employee from exercising his/her duties. Salary deduction shall be limited to the substitute's pay. Unforeseen circumstances shall mean such occurrences as cannot reasonably be foreseen under normal circumstances.

21.5 PROFESSIONAL LEAVE

21.5.1 With the approval of principal/supervisor, leave will be granted for the purpose of attending professional meetings, conferences, assemblies and conventions, with no deduction from salary if it is thought that such attendance will render an educational service of value to the District. If the request for professional leave is denied, the principal/supervisor must place in writing the reasons for the denial within five (5) working days of the request. If the employee is not satisfied with the reasons for the denial, then the employee may file a grievance at Level II. Upon approval of the Assistant Superintendent, Human Resources, per diem and/or travel may be provided by the District. (2001)

21.5.2 Such leave shall not be requested during the first two (2) or last two (2) weeks of the school year except in extenuating circumstances.

21.6 PERSONAL BUSINESS LEAVE

Upon reasonable prior notification to the principal/supervisor, three (3) days of personal business leave shall be granted each year, two (2) to be deducted from accumulated sick leave and the other with substitute's pay deduction at the prevailing rate provided the personal business indicated cannot be taken care of outside of school time and when the personal business is such that it will not reflect adversely on the District.

This leave shall not be granted during the first and last weeks of school unless approved by the principal/supervisor. This leave, however, may be used during the last week of school should the teacher be enrolled in a class to be used for professional growth.

21.7 ADOPTION LEAVE (SHORT-TERM)

Upon reasonable prior notification to the principal/supervisor and documentation, if requested, one (1) parent who is adopting an infant shall be permitted to use up to three (3) weeks of accumulated sick leave for adoption leave. Additional leave may be granted without pay. In the event that both parents are certified employees of the District, a total of three (3) weeks of accumulated sick leave may be granted. (1998)

21.8 PERSONAL LEAVE

Upon reasonable prior notification to the principal/supervisor, two (2) days of personal leave shall be granted each school year; one (1) day of personal leave with pay, and one (1) day deducted from accumulated sick leave. (1998)

No more than 15% of a school's staff or the District-wide nursing staff shall be on personal leave on the same day. This leave shall not be granted during the first and last weeks of school unless approved by the principal/supervisor. This leave, however, may be used during the last week of school should the teacher be enrolled in a class to be used for professional growth.

21.9 ABSENCE WITHOUT AUTHORIZATION

21.9.1 Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive school days constitutes an abandonment of position and may be treated by the Board of Trustees as a resignation and the provisions of the Professional Practices Act shall not apply.

21.9.2 If the employee is unable to contact the District to request a leave of absence during the three (3) day period, such absence shall not constitute an abandonment of position.

21.10 JURY LEAVE

An employee who serves as a member of a jury shall not have a loss in pay due to such service. However, any jury pay received by the teacher shall be turned in to the Business and Finance Department. Notice of such jury duty must be provided to the employee's principal/supervisor. (2001)

21.11 SCHOOL BUSINESS LEAVE

21.11.1 With the approval of the principal/supervisor, employees shall be excused from their regular duties in order to organize or participate in events which provide educational service to the School District. School business leave that is denied by the principal/supervisor may be submitted to the Assistant Superintendent, Human Resources for a final determination as to approval or denial of leave. (2001)

21.11.2 School Business shall include, but not be limited to, District wide or school committee service, curriculum, text and assessment development and review, and evaluation of programs for school improvement. (2001)

21.12 PUBLIC OFFICES LEAVE

Any employee who is elected to public office or appointed to a public committee or commission may request from the Assistant Superintendent, Human Resources, a leave of absence without pay in order to discharge the duties of the office.

21.13 NATIONAL BOARD CERTIFIED LEAVE

A teacher, counselor, or speech pathologist, or school library media specialist who, in accordance with Article 24, Section 24.4.2, is preparing for the National Board Certification will be afforded three (3) days paid leave. (2007)

**ARTICLE 22
EXTENDED LEAVES OF ABSENCE**

22.1 LEAVES WITHOUT PAY

22.1.1 Upon submission of the proper leave of absence form to the Human Resources Division, any post-probationary employee may request, upon showing good and sufficient reasons, a leave of absence without pay for one (1) year or more. Such leaves are subject to the approval of the Area Superintendent or Assistant Superintendent, Human Resources upon notification of the principal/supervisor. Leaves of less than one (1) year may be approved by the Area Superintendent or Assistant Superintendent, Human Resources. Applications for leaves of absence shall be submitted no later than April 1. In extenuating circumstances, applications submitted after April 1 may be approved by the Area Superintendent or Assistant Superintendent, Human Resources. (2007)

22.1.2 Written notice must be filled with the Human Resources Division by March 1 of the year in which leave is effective, stating whether or not the employee plans to return. Failure to give such notice will automatically forfeit the right of the employee to return. The Area Superintendent or Assistant Superintendent, Human Resources may, at his/her discretion, approve the leave for an additional period of up to twelve (12) calendar months if unusual or extenuating circumstances are demonstrated. (2001)

22.1.3 The request to extend the leave of absence must be made not later than March 1 of the year in which the leave is effective. After March 1, in cases of extreme emergency, a leave may be extended with approval of the Area Superintendent or Assistant Superintendent, Human Resources. (2001)

- 22.1.4 Employees 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 leave was granted. He/she shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted. Upon return from a leave of absence of one (1) year or less, every effort shall be made to place the returning employee in the same building, grade or position. (2001)
- 22.1.5 Should a leave of absence extend beyond one (1) year, the employee's position at the site may be filled with a standard contract. While every effort shall be made to place the returning employee in the same building, grade or position, if this is not possible, the employee shall be entitled, upon return from the leave, to a position for which he/she is qualified to teach. The employee shall have the opportunity to transfer, and if that does not occur, will be placed with overages. At the time of the approval of the leave, the District shall inform the employee whether his/her position will be filled with a standard contract or a one-year-only, at which time the employee may rescind his/her request for the extended leave. (2001)
- 22.1.6 Any leave without pay which would result in a gross monthly pay of no less than one-half its usual amount will be deducted from pay in the next pay period. An unpaid leave of absence which, if deducted in one pay period, would result in a gross monthly pay of less than one-half, will be treated as a contract payoff for the time worked prior to the leave of absence. The employee will be in an unpaid status for the remainder of the period of leave of absence. Upon return from leave of absence, the remaining days to be worked will be calculated, and monthly pay for the remainder of the year will be established. (2003)

22.2 SABBATICAL LEAVE

- 22.2.1 Upon proper application to the Human Resources Division, a Sabbatical Leave of Absence of one (1) school year duration may be granted for completion of advanced program of study in the employee's area of specialization or an allied employment field. The application requires (if applicable): (2007)
- A description of the course of study for which the sabbatical leave is requested, including the specific classes to be taken (department, class number & title, if possible).
 - Confirmation of formal acceptance into an advanced study program; and
 - A description of how the sabbatical leave will benefit the District.
 - Should an employee be denied a sabbatical leave, he/she has a right to appeal the decision to the Superintendent of HR and the President of the Association within 10 working days. (2007)
- 22.2.2 Employees must have completed seven (7) consecutive years with the District by September 1 of the year in which the leave is to commence, and must not have taken Sabbatical Leave during the preceding seven (7) years.
- 22.2.3 No more than 1/2 of 1% of the full-time employee staff may be on Sabbatical Leave during any one (1) school year. Employees must apply by March 1 of the year in which the Sabbatical Leave is to be taken using forms developed by the Human Resources Division. Employees must substantiate the benefit of Sabbatical Leave to the District, and must describe the nature of the course of study.
- 22.2.4 If an employee receives a grant, scholarship, fellowship, job study program, or other academic award, after March 1, but not later than August 1, of a school year, the Superintendent shall consider the request for Sabbatical Leave provided the number of employees approved for Sabbatical Leave has not already exceeded the 1/2 of 1% limitation. (2001)
- 22.2.5 Salary will be one-half (1/2) of the employee's annual rate in effect during the Sabbatical Leave year exclusive of any extra duty pay, etc. While on leave the employee shall furnish a surety bond indemnifying the District against loss in the event the employee fails to render the minimum service required after return from leave. If the employee does not wish to furnish a surety bond, payment of Sabbatical Leave salary is to be made in twelve (12) monthly installments added to the salary received by the teacher during the year following the year in which the Sabbatical Leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during the Sabbatical Leave, but no other employee benefits shall be paid during the period of the Sabbatical Leave. The Sabbatical Leave shall count for a year's experience as if the employee were not on a leave of absence.
- 22.2.6 Employees must agree to return to the District and complete a minimum of two (2) school years following Sabbatical Leave and must submit a report which describes and evaluates the Sabbatical Leave, and includes transcripts or other documentation evidencing the completion of the advanced program of study. The employee shall return to the same building, grade and position that he/she held prior to the Sabbatical Leave, unless he/she invokes the transfer process. (2007)
- 22.2.7 A Sabbatical Leave committee composed of three (3) employees appointed by the Association and three (3) principals appointed by the District shall be established to review applications for Sabbatical Leave and make recommendations for approval or disapproval to the Superintendent. (2001)

22.3 CHILD REARING LEAVE

- 22.3.1 An employee may apply for a child-rearing leave without pay at least one (1) month prior to the commencement of the leave. The requested leave shall not exceed twelve (12) calendar months. The leave shall be granted upon receipt of the leave application by the Human Resources Division. Such requests must be accompanied by a birth certificate, if appropriate. (2001)
- 22.3.2 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.
- 22.3.3 No benefits shall accrue to the employee while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she taught the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.
- 22.3.4 In the event the employee is on probation, the year will be counted towards completion of the probationary period provided he/she taught the major portion of the school year at the time the child-rearing leave commenced.

Every effort shall be made to return the employee to the same building, grade or position. (2001)
- 22.3.6 In the event a female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the teacher may continue her child-rearing leave.
- 22.3.7 Upon written application showing unusual and extenuating circumstances necessitating extended child-rearing leave, the Area Superintendent or Assistant Superintendent, Human Resources, at his/her discretion, may extend the leave for an additional period up to twelve (12) calendar months. (2001)

22.4 ADOPTION LEAVE (LONG-TERM)

- 22.4.1 Adoption leave without pay, not to exceed twelve (12) calendar months, shall be granted to an employee. A leave shall commence no later than nine (9) months after the placement of the child in the home. Written notice must be provided to the Human Resources Division by March 1 whether the employee plans to return to work. Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee had taught the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced. (2001)

22.5 RE-EMPLOYMENT BENEFIT

- 22.5.1 In the event a bargaining unit member resigns from service with the District and is re-employed by the District within three (3) years from his/her official date of separation from the District, he/she shall be entitled to:
 - a. have returned the accrued sick leave days that he/she had on the date of his/her official date of separation;
 - b. be placed on the salary schedule commensurate with his/her experience (as delineated in the contract for granting experience);
 - c. have, for the purpose of seniority, a hire date that reflects the actual years of seniority that he/she had on the date of his/her official separation.

**ARTICLE 23
ASSOCIATION LEAVE**

23.1 The School District shall grant, upon written request of the President of the Association:

- 23.1.1 A total of up to eighty (80) days leave without loss of pay during the school year, July 1 to June 30, for Association business. The Association President may use this leave or shall designate the Association members, other than the President himself or herself, who shall, from time to time utilize this leave. No employee shall use more than twenty (20) consecutive days at one time. The Association shall provide reasonable advance notification to the Human Resources Division of its intent to use this leave (confirmed in writing) and reimburse the District for substitute costs. (2003)
- 23.1.2 The Association President may have six (6) years of absence with pay. In the event the President takes six (6) years of absence with pay, the Association shall reimburse the District for the President's salary and retirement contribution. The Association President shall not take more than six (6) years of leave of absence during the term of this Agreement. The President shall notify the District forty-five (45) days prior to the commencement of the leave. Upon completion of the leave, the District will make every reasonable effort to return the President to

the position he/she formerly held (building, grade, and subject(s)). However, the District is not obligated to hold the Association President's former position with the District (i.e., the specific school grade/subject level). The District shall continue payment of Group Insurance benefits.

23.2 The President of the Association or his/her representative shall be allowed to visit schools. The President or his/her representative will make arrangements with the principal, or in his/her absence, the acting administrator, and shall confer with the principal on his/her arrival in the building in order to facilitate the purpose of the visit.

ARTICLE 24 SALARIES AND INSURANCE

24.1 Salaries shall be as shown on the schedule in Appendix A. Effective July 1, 2011; all employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit. If no designation is made by an employee, pay will be direct deposited on a paycard. ⁽²⁰¹¹⁾

24.2 SALARY SCHEDULE NOTES

24.2.1 Occupational Education Teacher Placement

24.2.1.1 A non-degree teacher who holds an occupational endorsement will be placed on the TA column of the Teachers' Salary Schedule. These teachers may receive experience credit for job-related work experience (not to exceed 5 years) over and above that required for licensure provided that such experience is at the journeyman or managerial level or above and is progressively responsible in nature, including supervisory responsibilities. The TA column will have ten (10) steps. The base salary for TA will be one professional growth increment less than the base for column TB. The experience increment will be equal to those of the other columns.

24.2.2 In order to advance beyond Step 4, a Class I employee must have ninety (90) units or more.

Employees reentering the District, except nurses, will be allowed credit for previous teaching experience while they were employed by the District providing the employee shall not have been absent from public school employment more than ten (10) years. The District agrees to continue its current practice with regard to credit for other Nevada service, outside Nevada service, and military service pending the outcome of litigation.

24.2.3 A teacher hired on a regular contract will be given two (2) years credit for teaching in a single, non-public school provided the following conditions are met:

1. The teacher was certified or licensed as a teacher by the state in which he/she taught and at the time the experience was gained.
2. The experience was in a school licensed by the state.
3. At least eighty percent (80%) of the teaching experience in a given year was in subjects commonly taught in the public schools.
4. The teacher provides to the Human Resources Division the documentation noted above on an appropriate form provided by Human Resources.
5. Existing teachers on a regular contract will be given one (1) year credit for teaching in a non-public school provided the conditions in (1)-(4) above are met.

24.2.4 Commencing with the 1993-94 school year, a nurse hired on a regular contract shall be given up to five (5) years credit for all experience as a licensed registered nurse. Nurses currently employed shall be granted up to five (5) years credit for the 1993-94 school year.

24.2.5 Nurses reentering the District will be allowed credit for previous nursing experience while they were employed by the District providing the employee shall not have been absent from public school employment more than ten (10) years. The District agrees to continue its current practice with regard to credit for other Nevada service, outside Nevada service, and military service pending the outcome of litigation.

24.2.5.1 Credit for experience above in other than public school nursing will be evaluated by the Health Services Supervisor and a recommendation made to the Human Resources Division for final approval.

1. Experience in the above non-public school areas must have been substantial and focused in the particular area.

2. Credit for such experience shall not be retroactive; however, currently employed nurses with such experience will be moved to the appropriate step giving credit for such experience.

24.2.6 Education credit to advance on the salary schedule may be completed at any time. If submitted to the Human Resources Division by the first (1st) workday of the month, then the employee will be moved to the appropriate column in the next available pay warrant.

24.2.7 It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement.

24.2.8 In addition to the salary shown, the District pays an additional legislatively designated amount on behalf of the employee for retirement benefits to the Public Employees Retirement System. (2003)

24.2.9 Beginning with the school year 2000-2001, all employees will be placed on the 20th step of the salary schedule at the beginning of their 20th year of creditable service. (2001)

24.2.10 Except as provided in Section 24.2.11, approved credits may include, but not be limited to, credits in undergraduate and/or community college classes related to employment assignments, duties, or retraining. In-service credits for salary advancement and approved undergraduate credits for classes TF and TG will require prior approval by the District In-service Committee. (2003)

24.2.11 Graduate credits in addition to those required for a Masters degree or Masters Equivalency will be credited for salary advancement beyond column TE, within the following guidelines: (2003)

1. Credits earned while enrolled in a graduate program, but in excess of the actual Masters Degree credits, when the Masters degree was earned in 1997 or later.
2. Credits earned after approved for the Masters Equivalency Program, but in excess of the actual credits required for the program, when the Masters Equivalency was earned in 1997 or later.
3. Credits must be earned after admission to a graduate program or approval of the Masters Equivalency Program.

Employees must provide Human Resources with an official record from the university, indicating the date of admission to the graduate program, and the classes and credits which were credited toward the Masters degree.

Credits that were earned during a masters program which will not be counted for salary advancement beyond column TE:

1. Credits which fulfilled the requirements of the Masters degree or the Masters Equivalency Program.
2. Undergraduate credits.
3. Credits earned prior to admission to a graduate degree program.
4. In-service credits.

24.2.12 A teacher who is capable of fluently speaking, understanding and translating both English and Spanish languages, as verified by passing a Level I Spanish Language Certification Test offered through Truckee Meadows Community College, shall receive an annual \$500.00 stipend. The stipend shall be awarded as follows:

In schools where the English Language Learner enrollment is 13% or more the total amount of bilingual stipends paid by the district each year is subject to an annual cap of \$45,000. In order to be eligible for the stipend, teachers assigned to these schools shall submit an application to the School Principal and the Chief Human Resources Officer for approval prior to taking the test. Applications will be approved on a first come, first served basis. Teachers who have been approved to take the test shall report test results to the school principal and chief Human Resources Officer.

In schools where the English Language Learner enrollment is less than 13% the total amount of bilingual stipends paid by the district each year is subject to an annual cap of \$5,000. In order to be eligible for the stipend, teachers at these schools shall submit an application to the school principal and the Chief Human Resources Officer for approval prior to taking the test. Approval will be based on the teacher utilizing his/her bilingual skills on a consistent and regular basis as part of his/her duties in the classroom or the school in any one year. Teachers who have been approved to take the test shall report test results to the school principal and chief Human Resources Officer. Applications will be approved on a first come, first served basis. (2013)

24.3 MASTER'S EQUIVALENCY PROGRAM

24.3.1 The District and the State of Nevada, through their certification requirements, have had and now have the expectation that the District professional staff members have an obligation to pursue professional growth and increased competency in order to insure the delivery of a quality education program.

24.3.2 Many professional staff members have found that, in order to be able to enjoy the full benefits of the teacher's salary schedule, they have had to enroll in master's degree program even if that program has not represented an area of interest or ability of the individual employee. For those employees not having an interest in enrolling in such a program, the master's degree column on the teacher's salary schedule has represented a barrier to their advancement on the teacher's salary schedule, even though individual employees have continued to enroll in classes that provide increases in growth and classroom competency. Therefore, the Master's Equivalency Program has the potential of enhancing the educational program to be offered to students in the District if a commonly agreed upon procedure is established, which will allow employees to enjoy the full benefits of the teacher's salary schedule of the District through their continued enrollment and professional growth through University classes and in-service training programs.

24.3.3 The Master's Equivalency Program shall be used to allow movement from TD, Class IV to TE, Class V.

24.3.4 A licensed person wishing to avail himself or herself of this option must develop a proposed program and submit it to a review committee for approval. There would be two (2) committees, one (1) for secondary personnel seeking an "Approved Program" and one (1) for elementary personnel seeking an "Approved Program". The committees shall establish (prior to the beginning of each school year) a schedule to meet 4 times to review programs. The schedule shall be published through the District and Association. Each committee will be composed of:

1. A representative from Curriculum.
2. An employee from the appropriate school level taken from a list provided by the Association.
3. A principal/supervisor from the appropriate school level but not from the school where the employee is assigned.
4. Exceptions to these requirements will be made if the applicant declares that he/she is pursuing status as a Highly Qualified Teacher in an additional academic area or area of need, as determined by the District and reported to the Association by October 1st of each school year, for which HQ status is not defined.

24.3.5 A licensed person on the teacher's salary schedule who wishes to improve his/her professional competency without earning a master's degree may move to the master's column of the salary schedule by:

1. Earning forty-two (42) semester hours of credit beyond a BA/BS degree from an accredited college or university. Effective January 1, 2004, new enrollees into the Masters Equivalency Program will be required to complete at least thirty-two (32) graduate level credits from an accredited college or university as follows:⁽²⁰⁰³⁾
 1. At the elementary level, applicants would have to take a minimum of 27 of the 32 required graduate classes in the core content areas (reading/language arts, math, social studies, science), and five elective credits in any areas, including student intern credits.
 2. At the secondary level, a minimum of 27 graduate credits would have to be in the applicant's content area, and 5 elective credits in any areas, including student intern credits.
 3. A specialty area teacher would be required to take a minimum of 27 credits in the specialty area, or in the content areas, with 5 additional elective credits.
 4. Exceptions to these requirements will be made if the applicant declares that he/she is pursuing status as a Highly Qualified Teacher in an additional academic area.

Ten (10) of the forty-two (42) semester hours may be earned outside of an accredited college or university in one of the following ways:

- a. Accredited corporate or private school classes (subject to prior approval of the committee) with each fifteen (15) hours of class equaling one (1) semester hour.
- b. Undergraduate classes.
- c. A mixture of classes from Options a and b, not exceeding ten (10) semester hours.

- d. Six (6) in-service credits (or equivalent CEU's) combined with four (4) total credits from Option a, b, or c.

- 24.3.6 All credits for options a, b, c, and d can only be utilized if earned after approval by the review committee.
- 24.3.7 The review committee can approve substituting six (6) additional undergraduate units for six (6) graduate units if graduate units are unavailable.
- 24.3.8 A person who has an "Approved Program" has a window of five (5) years to complete the approved program. Commencing with the 1994-95 school year, all graduate credits from an accredited college or university within the employee's field or certified assignment and earned, if they fall under the guidelines of Section 24.3.5, within the previous three years shall qualify. All graduate credits must coincide with the approved program. All qualifying graduate credits must have a B or better. No graduate credits earned on the pass/fail basis will be eligible with the exception of continuing education credits taken for licensure with fifteen (15) CEU's equaling one (1) graduate credit. The five (5) year window will commence either upon the date of program approval or, if previous credits are accepted, upon date of completion of the earliest credit used.
- 24.3.9 "Window" shall mean a period of time in which the total credits required by this program must be earned. Should, for example, an applicant choose to bring in six (6) credits completed a year before beginning this program, the applicant would have four (4) remaining years to complete the program. Should, for example, this applicant require an extra semester to complete his/her program, the portion of those six (6) credits grandfathered in, which were earned in the earliest semester, would not count toward the completion requirements of the Master's Equivalency.
- 24.3.10 No one will be "grandfathered" into the program.
- 24.3.11 When the committee approves a program that is to be accepted in lieu of the Master's Degree, it may require periodic reports to determine progress toward meeting the five (5) year deadline.

24.4 NATIONAL BOARD CERTIFICATION (1999)

- 24.4.1 Teachers, counselors, and speech/language pathologists, or school library media specialists who are awarded National Board Certification, will be provided an 8% increase over their placement on the salary schedule for the duration of the certification. (2007)
- 24.4.2 Teachers who have received confirmation of their eligibility to seek certification and provide written notice to the Human Resources Division and their site supervisor that they are preparing for the National Board entries will be provided paid leave in accordance with the provision in Article 21 Temporary Leaves.

24.5 DAILY RATE COMPUTATIONS

- 24.5.1 The normal daily rate of pay for employees shall be computed by dividing the appropriate salary figure from the teacher's salary schedule by the number of contracted teaching days in the school year.

$$\begin{array}{l} \text{Example: } \$26,042 \\ 185 = \$140.77 \text{ (daily rate)} \end{array}$$

- 24.5.2 Regularly contracted employees who are required, in writing by the Superintendent, to work beyond their regularly contracted work year as part of their regular work schedule, shall be compensated at their normal daily rate of pay.

- 24.5.3 Such a daily rate of pay for employees covered under this Article shall be computed by dividing the appropriate salary figure from the teacher's salary schedule by the number of contracted teaching days in the school year.

$$\begin{array}{l} \text{Example: } \$26,042 \\ 185 = \$140.77 \text{ (daily rate)} \end{array}$$

24.6 COUNSELORS

- 24.6.1 Employees assigned to serve as full-time counselors will receive a contract providing for nine (9) additional days of service at the employee's normal daily rate of pay. Payment shall be prorated and paid monthly.
- 24.6.2 The nine (9) days shall be mandatory, but the specific days shall be mutually agreed upon by the building principal and his/her counseling staff.

24.7 DEPARTMENT CHAIRPERSONS

24.7.1 Candidates for department chair may not be in a probationary status or on a one-year-only contract. (1995)

Secondary librarians, who are assigned as a department leader (Chair) and required to attend meetings as such, shall be paid an annual stipend of \$450.00. This stipend shall increase by the same percentage that the general salaries increase each year.

2013-2014
\$481.91

24.7.2 Each Department Chairperson shall be compensated for department supervision in accordance with the following schedule. Payment shall be prorated and paid monthly. Each Department Chairperson will continue to have one (1) unscheduled period for Department Chairperson duties. (2005)

NO. OF TEACHERS IN DEPARTMENT	PERS Adjusted ANNUAL PAY 2013-2014
2 – 3	\$914.48
3.2 – 5	\$1,372.27
5.2 – 7	\$1,830.06
7.2 – 9	\$2,288.96
9.2 – 11	\$2,745.64
11.2 – 13	\$3,203.42
13.2 – 15	\$3,661.21
15.2 +	\$4,119.00

The stipends above shall increase by the same percentage that the general salaries increase each year.

24.7.3 For purposes of calculating the number of teachers in a department, a teacher's membership in the department will be prorated according to the number of periods taught in the department. For example, a teacher who is assigned two (2) periods of social studies, two (2) periods of P.E. and one (1) period of study hall would be counted as 2/5th Social Studies and 2/5ths P.E.

24.7.4 The number of teachers in a department includes the chairperson.

24.7.5 Department chairpersons are not to be paid from extended day duty funds, but will be eligible for PERS contributions, in accordance with PERS policies and regulations. No retirement contributions will be made for stipends from Extended Day Duty assignments.

24.7.6 Gerlach High School has no Department Chairpersons.

24.7.7 The first payment for department chairpersons shall be in the first pay warrant in October, and shall include the September and October compensation amounts. (2011)

24.8 MIDDLE SCHOOL INSTRUCTIONAL LEADERS

24.8.1 A Middle School Instructional Leader ("MSIL") in the District is a classroom Post Probationary teacher who is selected by the school principal and performs instructional leadership functions within a prescribed area or areas, such as a PLC, a team or a department. MSILs work under the direction of the principal.

Each middle school will receive allocations for a number of MSIL positions. Each allocation would be valued at \$1,000.00. Each middle school must adopt procedures on how the allocations will be implemented and evidence to the District that the allocations are being properly utilized.

Only middle schools with 250 or more on student count day shall be eligible for allocations.

Each eligible middle school will have 6 base allocations – 4 for core subjects, 1 for encores and 1 for Special Education.

Middle schools with 250 to 500 students receive only the base allocations.

Middle schools with more than 500 students on count day each year will receive base allocations plus 1 additional allocation for every 100 students above 500.

24.9 ISOLATION ALLOWANCE

24.9.1 The District agrees to continue the present isolation allowance to teachers at Gerlach and Natchez. Employees at Gerlach and Natchez shall receive an annual allowance as follows. If any employees are assigned for less than the 185 school days, their isolation allowance shall be reduced proportionately. (2003)

SCHOOL	2013-2014	2014-15
Gerlach	\$2,003.16	\$2,003.16
Natchez	\$600.06	\$600.06

The stipends above shall increase by the same percentage that the general salaries increase each year. (2007)

24.10 MEDICAL INSURANCE

24.10.1 The health insurance premium contributions by the District shall not exceed the following for Fiscal Year 2013-2014:

Medical Insurance (including any and all related insurances or coverages) - \$524.38 per month per eligible employee; and GAP - \$14.80
Dental Insurance - \$47.06 per month per eligible employee;
Vision Insurance - \$12.32 per month per eligible employee; and
Life Insurance - \$6.40 per month per eligible employee.

Effective January 2009, if insurance rates exceed the increased funding through the Nevada Distributive School Account, the parties may open negotiations on the above insurance contributions. (2007)

24.10.2 The District shall consult with the Association regarding benefits to be included in the insurance program. The Insurance Committee will develop a series of benefit plan options that include medical, dental, vision and life insurance and gap coverage. (2003)

24.10.3 Effective July 1, 2004, the District will contribute a prorated portion of the employee premium for insurance for an employee who is half-time or more, but less than full-time. (2003)

If the half-time or more, but less than full-time, employee wishes to be covered by a full-time District employee spouse, the bargaining unit member will receive credit for the prorated premium the District is contributing. (2005)

24.10.4 All employees who wish to share a contract for subsequent years shall submit in writing a request to the principal no later than April 1st. The request shall be approved or denied in writing by the principal. Denial may be grieved to the Superintendent of Elementary or Secondary Education, or his or her designee, through the grievance procedure. (2003)

24.10.5 Should one portion of the shared contract voluntarily waive district health insurance, the person sharing the contract shall be entitled to the full insurance premium. All such agreements shall be in effect for one year at a time, and shall be reduced to writing. (2003)

24.11 SECTION 125 BENEFIT PLAN

24.11.1 A Section 125 Benefit Plan will be available to all employees and will include all plans allowed under IRS Section 125.

24.12 EXTENDED DAY DUTY PAY-GENERAL

24.12.1 Extended day duty compensation shall be as shown on the schedules in Appendix B.

24.12.2 Extended day duty compensation for the 1998-99 fiscal year shall be increased by three percent (3%) or as near to that amount as possible, if such programs are maintained at the current level. Employee positions or benefits may not be reduced in order to fund extra duty pay.

24.12.3 To receive step credit, experience must have taken place in the same activity and within the District.

24.12.4 The final decision on the use of the fifteen (15) hour slots allocated to each school shall be made by a joint committee composed of four (4) teachers and two (2) administrators.

24.12.5 The teacher members of the committee shall be selected by a vote of the school's Faculty Senate. The administrative members shall be selected by the principal.

24.13 EXTENDED DAY DUTY

24.13.1 Evaluation

24.13.1.1 During the school year, the joint WEA-WCSD Extended Day Duty Committee will evaluate the scope and compensation of extended day duties and make recommendations to the respective parties.

24.13.1.2.1 Employees hired prior to July 1, 1985, with up to thirty-six (36) years of service will be eligible for ESIP.

24.13.1.2.2 Employees hired after June 30, 1985, will be eligible for ESIP for up to thirty (30) years of service.

24.13.2 Assignment Notification

24.13.2.1 In order that extended duty personnel may begin planning and preparation for the coming school year, personnel other than those newly employed and transfers, shall be notified of their tentative extended duty assignments not later than the end of the school year.

24.13.3 Operational Regulations

24.13.3.1 Each extended day person responsible for an activity in all middle schools and high schools will file a Completion of Assignment form with the WCSD Office of Student Services no later than two (2) weeks following the official termination of the activity. Final payment for such activity will not occur until said report is filed. A copy of each report will be made available to the WEA Extended Day Duty Committee.

24.13.3.2 All extended day activity will be conducted outside of the regular school day, and no student shall receive academic credit for such activity. (Exception: P.E. activity exemption during students' interscholastic athletic participation.)

24.14 EARLY SEPARATION INCENTIVE PLAN (ESIP)

24.14.1. Commencing July 1, 2006, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered as a participant of the ESIP: (1) The bargaining unit member must have attained the age of 50 and completed 20 years of continuous service with the District before September 1 of the year in which they participate in the ESIP, and (2) the bargaining unit member must submit to the Human Resource Division of the District a completed ESIP Application Form and Letter of Resignation (effective before September 1 of the year in which they resign) prior to the deadline announced by the District. Following the receipt by the District of a completed ESIP Application Form and Letter of Resignation, the bargaining unit member's ESIP Application Form and Letter of Resignation will be either approved or disapproved by the District no earlier than January of the year the bargaining unit member is to retire and the bargaining unit member will be notified in writing of the decision. If a bargaining unit member's ESIP Application is approved by the District, the District will accept the bargaining unit member's Letter of Resignation and determine the amount of the benefit to be paid to the bargaining unit member (the "ESIP Amount") as follows:

For bargaining unit members who are classified as "year round employees" of the District, the ESIP Amount will be paid to such employees by June 30th of the year that such employees retire. For bargaining unit members who are classified as "traditional employees" of the District, the ESIP Amount will be paid by August 31 of the year that such employees retire. The ESIP Amount awarded to a bargaining unit member will be paid by the District to the bargaining unit member in a lump sum amount, and unless the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the corresponding Treasury Regulations provide otherwise, the ESIP Amount paid to a bargaining unit member shall be treated as severance pay taxable to the bargaining unit member under applicable federal and state laws. The bargaining unit acknowledges that because the ESIP Amounts are treated as taxable severance pay to its members, the District is authorized to withhold from the ESIP Amount paid to a bargaining unit member, all federal, state and local income, payroll, and other taxes required to be withheld under applicable federal and state laws. The bargaining unit further acknowledges that the payment of ESIP Amounts may not be (i) deferred beyond the date the ESIP amount is payable, or (ii) transferred by the District on a pre-tax basis to a tax-exempt plan sponsored by the District, including without limitation, the "Special Pay Plan" and any plan described in Code Section 403(b) or Code Section 457. However, a bargaining unit member is authorized, if permitted by the laws governing the Nevada PERS Program, to utilize the after-tax ESIP Amounts to voluntarily purchase PERS service credits. Any bargaining unit member who elects to utilize his or her after-tax ESIP Amount to

purchase PERS service credits shall be solely responsible for obtaining from and submitting to PERS the necessary documentation to purchase the PERS service credits prior to separating from service from the District. The bargaining unit and the District hereby agree that the ESIP described herein shall be memorialized in a Plan set forth in the Administrative Regulations adopted by the District, which Plan shall contain language necessary comply with Code Section 409A. ⁽²⁰⁰⁷⁾

24.14.1.1 Employees hired prior to July 1, 1985, with up to thirty-six (36) years of service will be eligible for ESIP.

24.14.1.2 Employees hired after June 30, 1985, will be eligible for ESIP for up to thirty (30) years of service.

24.14.1.3 Should the employee become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee's beneficiary or the employee's estate. ⁽²⁰⁰⁰⁾

24.14.2 THE CAP

24.14.2.1 The total amount to be funded for incentives in each year of the agreement shall be no more than \$1,000,038.00. The maximum incentive will be 30% of the salary at TG Step 20. The Superintendent and Association may agree to expend an amount over this limit in a particular year. The cost in any year of previous awarded stipends shall be included under the CAP. ⁽²⁰⁰⁵⁾

24.14.2.2 Should the number of employees and the calculated ESIP entitlement exceed the CAP, the benefit will be distributed to those employees with the greatest number of years of continuous service to the District.

24.14.2.3 All other matters related to this program will be governed by Administrative Regulation 4148 which shall not be incorporated into this Agreement by reference and thus not be subject to the grievance procedure.

24.15 RETIREE SUBSIDY ⁽²⁰⁰⁵⁾

24.15.1 The provisions of this Article and all its subsections shall sunset effective August 31, 2006 and bargaining unit members who retire after August 31, 2006 will no longer be eligible for any retiree subsidy.

24.15.2 Effective September 1, 2006, all retirees previously eligible for the subsidy shall be eligible to receive the retiree subsidy.

24.15.3 The cost of such subsidy shall not exceed .0126 of the budgeted General Fund property tax revenues. (the "Cap").

24.15.4 Any and all monies paid by the District under the State plan for the Public Employees Benefit Plan subsidy or its equivalent, which are not reimbursed by the State, shall be credited dollar for dollar against the CAP.

24.15.5 The retirees' insurance subsidy shall be paid as follows: The District will pay 40% of the monthly medical insurance costs that it pays for medical insurance for its active full-time Bargaining unit members, for each and every eligible retiree who elects to participate in one of the District's self-insured group health plans, provided that those retirees receiving less than \$750 per month from PERS shall continue to receive their retiree subsidy at the present level, until the Cap is reached. After the Cap is reached, no retiree subsidy will be paid for that fiscal year.

24.16 SUPPLEMENTAL SERVICES

Participation in instructional duties as part of supplemental services required by No Child Left Behind or SB 1 of the 2003 Special Session, which take place outside the contract day, shall be paid at \$30 per hour, which is PERS eligible. This rate recognized the high level of expertise required to provide these services. Such participation in supplemental services shall be voluntary, unless the District reasonable determines that it is necessary to assign teachers to such supplemental services. ⁽²⁰⁰³⁾

24.17 Participation in remedial instructional duties outside of supplemental services required by No Child Left Behind or SB1 of the 2003 Special Session or summer school described in section 24.15 above, which specifically provide remediation in order for the school to make or maintain adequate yearly progress, which take place outside of the contract day, shall be paid at \$30 per hour, which is NOT PERS eligible.

The Adult Education teachers shall also be paid \$30 per hour, which is not PERS eligible.

24.18 Pursuant to AB 1 (2007) bargaining members entitled to 1/5 PERS credit have an option to continue 1/5 PERS or option for a cash payment per year up to an amount totaling no more than \$3,500, including any related benefits, i.e. PERS, and subject to

State of Nevada funding sources. The parties agree to comply with the State of Nevada mandated rulings and regulations regarding this legislation.

**ARTICLE 25
TRAVEL REIMBURSEMENT**

- 25.1 Special employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day, will be reimbursed at the rate set by the Internal Revenue Service, to be adjusted when the IRS rate changes each year, for all driving done by them as part of their duties. Mileage will be calculated and paid for travel between schools, but shall not be paid for travel between the home or point of origin and the school.

**ARTICLE 26
NOTIFICATION**

26.1 ASSIGNMENT NOTIFICATION

- 26.1.1 In order that employees may begin planning and preparation for the coming school year, employees other than newly employed or transferred employees, shall be notified by the principal or supervisor by posting not later than the end of the school year, a duty schedule for the coming school year showing tentative employee assignments including their programs for the coming school year, the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have.

- 26.1.2 Because of the unique nature of Washoe Innovations High School and Washoe Inspire Academy wherein learning centers are scattered throughout the community, often in leased facilities and contingent on enrollment, changes in teacher location as well as center locations may occur at any time during the school year. When it is determined that a center will be closed, moved, or the program changed, affected teachers will be notified of the changes and the reasons. Reasons will be provided in writing, if requested.

- 26.1.2.1 During the period of time when the District is publishing a Needs List, vacancies which occur at Washoe Innovations High School and Washoe Inspire Academy shall first be announced to currently-contracted teachers at Washoe Innovations High School and Washoe Inspire Academy.

- 26.1.2.2 Whenever possible, teachers whose learning centers are being eliminated shall be informed in the spring when vacancies are being posted for Washoe Innovations High School and Washoe Inspire Academy. Reason(s) for the closing of said center(s) shall be reduced to writing, if requested.

- 26.1.2.3 Should the necessity of closing a center occur during the summer and prior to the beginning of the school year, then the teacher shall be informed in writing with the opportunity to submit a preference for those positions available.

- 26.1.2.4 The principal shall inform the current staff of all known vacancies by posting them at the Washoe Innovations High School and Washoe Inspire Academy Administrative Office and through announcement at the next regularly scheduled staff meeting.

- 26.1.2.5 Those teachers who wish to be considered for a change in their teaching location shall so notify the principal in writing.

- 26.1.2.6 Once school is out in June, the principal is no longer required to notify staff members of openings.

- 26.1.2.7 Teachers who wish to be considered for openings which may occur during the summer shall indicate their preference in writing to the principal prior to the close of school.

- 26.1.2.8 The principal shall notify the teacher making the location change request as to his/her decision.

- 26.1.2.9 Should the teacher not receive the change in location, reasons shall be provided, in writing, if requested. Criteria identified in Section 27.1.5 shall be considered.

26.2 PROMOTIONAL OPENINGS

- 26.2.1 Vacancies in promotional positions will be publicized by the Human Resources Division by posting notices of openings on the Human Resources Division bulletin board in the District Administration Office. Notices shall be posted at least ten (10) days before the final date for submitting applications. Notices shall also be mailed to the Association and to the individual schools and shall be posted.

26.2.2 Employees who desire to apply for a promotional position which may be filled during the summer vacation period, may submit their names to the Human Resources Division 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 Division shall notify such employees 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 applications must be submitted. Each employee-applicant shall receive written notification from the Human Resources Division as to the disposition of his/her application.

26.2.3 Extended day duty position vacancies will be posted first within their respective schools for one (1) week. If there are insufficient qualified applications then the position(s) will be publicized District-wide.

26.3 SUMMER SCHOOL, ADULT EDUCATION, NIGHT SCHOOL, FEDERAL PROGRAM OPENINGS

26.3.1 Openings for summer school, night school and for positions under federal programs will be publicized by the posting of notices of openings on the Human Resources Division bulletin board in the District Administration Office. Notice shall be sent to the individual schools and shall be posted.

26.3.2 In order to facilitate planning and preparation for summer school, employee applicants shall be notified by May 5th of their selection (or rejection) to fill those openings which existed at the time.

26.4 WORKSHOPS

The parties shall make every reasonable effort to notify each other of any pertinent conferences, workshops, or seminars in which District staff may be eligible to participate. Such notification is to be sent, if possible, prior to the scheduled beginning date of the conference, workshop or seminar.

**ARTICLE 27
TRANSFER**

27.1 VOLUNTARY TRANSFERS

27.1.1 Within fifteen (15) days of receipt of final allocations by the schools each year the Human Resources Division shall publish a list of the vacancies which will in all probability be available for the following year including school, grade level and/or subject, and special characteristics such as half-time or one (1) year only. As additional vacancies occur, such list shall be updated weekly. Said list shall be posted on the District's Website in the Employment section at the Eligible WCSD certified employees Job Board. (2011)

27.1.1.1 If a school has three (3) or more limited term teachers, the principal of the school may designate one (1) or more of the limited term teachers, who receive an evaluation of Effective or Highly Effective, as not being a vacant position for purposes of Transfer or Overage Process. (2011)

If the position is not needed to avoid a reduction in force, the principal may then hire the limited term teacher. (2011)

However, if a school has three (3) or more limited term teachers, a minimum of two (2) of the OYO positions must be designated as vacancies available for the Transfer or Overage Process. (2011)

If the limited term teacher or teachers are retained, and the position would normally be a standard allocation, the teacher or teachers must be made standard. (2011)

27.1.1.2 If a school has one or more vacancies, the principal may be required to hold at least one (1) of those vacancies until after the Transfer Process. (2011)

27.1.2 Employees who desire to transfer to another building shall file a Transfer Request form on-line at the District's website location with the Human Resources Division. Voluntary transfers will occur no later than three (3) weeks prior to the first day returning teachers report to work for the particular school, except where both principals approve the transfer. Transfer requests shall remain active from January 1 to December 31 of any calendar year. (2011)

27.1.3 Commencing with the posting of the first needs list, for ten (10) working days, principals or supervisors are required to interview only transfer candidates whose applications are on file in the Human Resources Division Office. The transfer period may be for more than ten (10) days, and the transfer period may be opened for one (1) week, closed for one (1) week, and then opened for one (1) week. The only exception would be those positions (grade level and subject matter) which are impacted by overage teachers who have not been placed. Principals or supervisors must interview a minimum of three (3) employees requesting transfers (if there are three (3) or more applicants) whose applications are on file. (2011)

27.1.3.1 During the exclusive transfer period, should there be no specific requests for a particular school or subject, the principal may offer a position to a qualified candidate with the intent of achieving ethnic diversity on the faculty. The candidate must have a contract offered through the District's Minority Educator Recruitment Program.

27.1.4 Teachers who are currently assigned to schools which are changing from a traditional schedule to a year-round schedule will have the ability to move to a school which will retain the traditional schedule. The process for placement of teachers moving from year-round to traditional will occur prior to any transfer or overage placement. The process used will reflect the process used for the placement of overaged teachers.

27.1.5 If more than one (1) employee has requested a transfer to the same position, the employee best qualified and suited for the position shall be given preference. The following criteria shall be considered:

1. State licensure in the subject area.
2. Degree(s) held.
3. Experience in the subject area.
4. Number of course credits in the subject area.
5. Course hours in excess of degree(s).
6. Compatibility of the employee with respect to students, program, staff and administration.
7. Information contained in the personnel file.
8. Other subjective criteria peculiar to the position being sought.

27.1.6 Following the ten (10) day transfer period any employee who has a request on file may be considered for vacancies.

27.1.7 Employees who are interviewed for a possible transfer shall be notified in writing as to the disposition of their transfer request.

27.1.8 An employee who has formally sought a transfer for at least three (3) years without success may contact a Human Resources Division Administrator for assistance in evaluating his/her personnel file and providing, if possible, recommendations to overcome possible obstacles to a successful transfer.

27.1.9 Only teachers who are HQ for a non SPED core assignment are eligible to transfer into such an assignment during the exclusive internal voluntary transfer period. (2007)

27.1.10 Schools designated through the Nevada Department of Education and the US Department of Education as High Need Schools, will be eligible to fill their openings through a special exclusive transfer process earlier than non-High Need Schools. Overage teachers will not be eligible to be placed in these designated schools. This would not prevent an administrator from selecting a teacher who might otherwise be placed on the overage list. High Need Schools will be eligible to begin filling positions with external applicants earlier than non-High Need Schools. Once an outside applicant accepts a position with a High Need School, the applicant will not be eligible for transfer for that school year. (2007)

27.2 REASSIGNMENTS

27.2.1 Vacancies shall first be announced to those employees working at the school site.

27.2.2 The principal shall inform the current staff of all known vacancies by posting, in writing, the anticipated positions. Those staff members who wish to be considered for a change in their assignment shall notify the principal in writing. Once school is out in June, the principal is no longer required to notify staff members, in writing, of openings. Teachers who wish to be considered for openings which occur during the summer shall indicate their preference in writing to the principal prior to the close of school.

27.2.3 The principal shall notify the teacher making the reassignment request as to his/her decision.

27.2.4 Should the teacher not receive the reassignment, reasons shall be provided, in writing, if requested. Criteria identified in Section 27.1.5 shall be used.

27.3 DIRECTED TRANSFER OR REASSIGNMENT

- 27.3.1 A directed transfer is an involuntary transfer to a different work site which may or may not include a different work assignment.
- 27.3.2 A reassignment is an assignment to a different grade level or subject in the same building.
- 27.3.3 A directed transfer or reassignment shall not be arbitrary, capricious, or punitive in nature. The employee affected by a non-performance directed transfer will be provided a list of openings available and asked to designate a list of preferred placement. The ultimate decision will be the Superintendent of the appropriate level. Should the employee not receive one of his/her preferences, reasons will be provided.
- 27.3.4 Prior to notifying an employee he/she is being considered for a directed transfer, the administrator's recommendation must be reviewed and approved by the appropriate Area Superintendent or designee. (2007)
- 27.3.5 The employee shall then be advised in writing that s/he is being considered for directed transfer or reassignment and the reasons for such consideration.
- 27.3.6 If a conference with the administrator is requested by the employee, other parties may be present at the request of the employee or administrator.
- 27.3.7 If after such conference, the transfer or reassignment is still to take place, (or if no conference is requested) the employee will receive a final written notice to that effect including the reasons for the action.

27.4 MULTI-TRACK YEAR-ROUND TEACHING ASSIGNMENTS (1998)

- 27.4.1 Immediately following the designation that a school is being placed on a year round schedule, a committee comprised of a majority of licensed staff shall be established. This committee shall be charged with constructing a process of those areas that directly impact licensed teachers.
- 27.4.2 By February 1, if reasonably possible, the school District shall present all schools with the tentative teacher allocations. Employees of schools that have been placed on year-round schedules by the District, shall be eligible to "opt out" to a school on a traditional schedule. Schools whose staff voluntarily vote to move to a year-round schedule are not eligible for the "opt out" provision. Prior to this date, licensed staff who desire to be placed in a traditional school, and are eligible for this process, shall place their preference, in writing, to the administrator. (2005)
- 27.4.3 An initial needs list shall be distributed to all schools in order for the licensed staff to complete their preference to transfer to a traditional school. Licensed staff who desire to transfer into a year round school from a traditional calendar shall also be given the opportunity to complete transfer forms at the same time.
- 27.4.4 All staff assignments (of current standard licensed staff) for the year round schools shall be finalized by April 1, if reasonably possible. Commencing after April 1, year round schools shall have the opportunity to interview OYO contract teachers and new hires. The schedule agreed-upon by the parties will contain the specific dates. (2001)
- 27.4.5 TRACK ASSIGNMENTS
 - 27.4.5.1 The administrator shall have the authority and obligation to post, in writing, the number of allocations for each grade level and track.
 - 27.4.5.2 Licensed staff shall place, in writing, their preference for grade level and track selection.
- 27.4.6 Itinerant licensed staff shall be given the opportunity for an extended contract in order to service the year round schedule (nurses, counselors, music, etc.)
- 27.4.7 Licensed staff shall have the opportunity to "sub" during their off-track schedule at the regular substitute pay. The administrator shall be informed by the licensed staff when they would be available to do so. Substitutes will be placed through the regular substitute office procedures.
- 27.4.8 If two teachers at a school determine they wish to exchange track assignments for the following school year, they will jointly make a written request for such an exchange to the site administrator prior to the end of the school year. The administrator shall determine if the request will be approved or denied. If a request by a teacher is denied, the administrator shall submit his/her rationale in writing. The employee may appeal this decision through the grievance procedure.
- 27.4.9 To provide for multi-track year round teachers to attend educationally related classes, conferences, workshops and meetings which have been scheduled during their track assignment, two employees may mutually agree to request approval from the administrator to exchange days within the same school year. The administrator shall determine if the request is approved or denied. If a request by a teacher is denied, the administrator shall submit

his/her rationale in writing. If a request is approved, the employees shall give their administrator written confirmation of their agreement

A request from two employees to exchange days for a purpose other than professional development must be approved by the Superintendent of Elementary Education or designee. (2003)

27.5 APPEAL OF DIRECTED TRANSFER OR REASSIGNMENT

27.5.1 An employee wishing to appeal a directed transfer or reassignment shall start at Level II of the grievance procedure.

**ARTICLE 28
EMPLOYEE FILES**

28.1 PERSONNEL FILES (1999)

28.1.1 Upon prior request, all materials placed in the employee's file and originating within the school system, shall be available (except as provided in Section 28.1.4) at reasonable times for the employee's inspection in the presence of the person(s) responsible for keeping the files.

28.1.2 Material originating within the District and which is derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

28.1.3 The employee shall have the right to answer any material filed, and his/her answer shall be submitted to the principal or supervisor and forwarded to the Human Resources Division where it shall be attached to all file copies.

28.1.4 All references and information, originating outside the District on the basis of confidentiality, and information obtained within the District in the process of recommending the employee for employment or promotion shall not be subject to this Agreement and therefore shall not be available for inspection by the employee.

28.1.5 The employee shall have the right to place pertinent material in his/her file. This material shall be submitted to the principal or supervisor and forwarded to the Assistant Superintendent, Human Resources, who shall place the material in the employee's file. The principal, supervisor or other administrative personnel shall have the right to attach comments to such materials subject to Section 28.1.2. No such material shall be deleted without the employee's consent.

28.1.6 Employees shall have the right, upon request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review.

28.1.7 In accordance with NRS 391.313 (b) as amended, effective July 1, 1977, employees shall have the right to have admonitory material concerning problems that have not reoccurred, removed from their files.

28.2 SITE FILES (2000)

28.2.1 The site file, maintained at the employee's work location, shall contain information which is appropriate to record keeping related to the employee's work including but not limited to such information as attendance records, formal evaluations, official notices, letter, etc.

28.2.2 Access to the file, other than routine maintenance by the principal's secretary or designee shall include those appropriate administrative employees of the District who have a need to know.

The file shall contain a "file review signature sheet." Anyone who accesses the file shall sign and date this review sheet.

28.2.3 Upon prior request, all materials placed in the employee's file shall be available at reasonable times for the employee's inspection in the presence of the person(s) responsible for keeping the files. Whenever possible, the file shall be made available within two (2) work days of said request.

28.2.4 Written or verbal communication which is to be noted in the site file and is of a derogatory nature shall not be placed in the employee's site file until the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

28.2.5 Anonymous communications shall not be maintained in the site file.

28.2.6 An employee may request a review of his Site File and upon agreement and approval of the site supervisor material other than official records such as evaluations, attendance records may be removed.

If an agreement cannot be reached regarding the removal of materials, the employee may initiate a grievance at Level II.

28.2.7 When an employee transfers to another school/location, the Site File shall be transferred to the new school/location as long as there is no grievance pending.

**ARTICLE 29
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

29.1 The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, and professional affiliations; leaves for work on advanced degrees or special studies; and participation in community projects.

29.2 It is currently federally mandated that all teachers be highly qualified in their assignment areas under No Child Left Behind and state requirements by June 20, 2006. Funds from federal sources and from fees changed pursuant to Article 30 will be used to pay for appropriate courses and test registration fees for teachers to become highly qualified.

The In-Service Training Committee will determine the criteria and process for teachers to access these funds. The process and funding will be in place within two (2) months of ratification by the parties, and will sunset June 30, 2006. (2003)

**ARTICLE 30
IN-SERVICE TRAINING**

30.1 The School Trustees and the Association agree that a need for continuing emphasis on professional growth and in-service training for all professional staff exists within the District. Such professional growth and in-service training should be predicated toward the goal of: Insuring high professional and employee competency; encouraging employees toward the attainment of high, optimum individual self-realization; and the promotion of an alert and progressive educational spirit in the District. So as to attain these objectives, an In-Service Training Committee is hereby established. This committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the School Trustees. The parties agree that one (1) member shall be chosen from the elementary, one (1) from the junior high school, and one (1) from the senior high school. The committee shall have the authority to appoint ad hoc committees as deemed necessary.

30.2 The purpose of this committee shall be to review the existing professional growth program heretofore in effect in the District and to make recommendations to the School Trustees not later than April 15, of the current year with a copy to the Association.

30.3 At the request of the Association with notification to the In-Service Training Committee, and with approval of the School Trustees, arrangements shall be made for courses, workshops, conferences, and programs designed to improve the quality of instruction.

30.4 Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs.

30.5 In the event the District requires the attendance of employees at workshops which are conducted after normal working hours, in-service credit towards salary advancement will be credited to such employees on the following basis:

15.00 workshop hours = 1 salary credit
7.50 workshop hours = 1/2 salary credit
3.75 workshop hours = 1/4 salary credit
1.85 workshop hours = 1/8 salary credit

30.6 Effective July 1, 2004, a \$25 fee will be charged to employees voluntarily attending in-service classes offered by the District. (2003)

**ARTICLE 31
REDUCTION IN FORCE/OVERAGE PROCEDURE**

31.1 OVERAGE PROCEDURE

31.1.1 In the event that a school will experience a reduced number of allocations which will result in an overage situation, the following process shall be used.

31.1.1.1 Principals shall review allocations, known resignations, leaves of absences and retirements. In the secondary schools, principals shall identify overage teachers within each subject area. In the elementary schools, the principals shall identify overage teachers in grades K-6, inclusively.

31.1.1.2 Principals shall first begin by asking for volunteers. If through requesting volunteers an overage situation still exists, seniority within the District shall become the basis for identifying the overage teacher. (Article 31.2.10)

A unit member may not volunteer to be placed on the Overage List if he/she is on probationary status, received an Ineffective or Minimally Effective on the most recent evaluation, on a Track III Focused Assistance Plan, or if the unit member has sustained discipline of suspension within the preceding two (2) year period. (2011)

31.1.1.3 Teachers who have been identified as overage shall designate their preference for placement in the schools of his/her choice. Principals who wish to submit a list of preferences must interview and/or observe overage teachers. Principals will not only include non-preferences, but will include the rationale and reasons for non-preference teachers. (2011)

31.1.1.4 Elementary teachers and secondary teachers on the overage list shall be placed after the exclusive transfer period. (1998)

Teachers are encouraged to provide as many options for schools and/or subject/grade levels for which they are qualified to teach and have had experience; however, employees must provide at least five (5) options, which may include multiple options at the same school.

Step One:

One to one matches shall be placed first, and shall be confirmed at the overage placement meeting.

Step Two:

All remaining overaged teachers shall be placed based on the areas listed below:

Specific needs of the school, including AYP, SIG, Program Needs, HQ, etc;
Qualifications of the teacher;
Evaluations;
Discipline;
Track III; and,
Seniority. (2011)

The District and the WEA will make a good faith effort to ensure that teachers are placed in at least one (1) of their requested preferences. One to one matches will be included in the areas listed below:

Schools may not be required to fill more than 25% of their openings (at the time of placement) with overage personnel. The Exception to this process would occur if there are no positions available for which the candidate is qualified.

Schools with two (2) positions or less shall not be required to fill their positions with overaged personnel unless other positions for which the candidate is qualified have been exhausted.

The total number of vacancies and the total number of overaged teachers placed at a given school the previous school year.

Step Three

If after exhausting steps one and two, a teacher has not been placed at a listed preference, the District and the WEA will make a good faith effort to place the teacher at a location that is desirable to the teacher.

31.1.1.5 No new hire shall be recommended for employment until all overage teachers at that particular subject or grade level have been placed with the exception of teachers hired as part of the District's ethnic and/or language minority recruiting program.

31.1.1.6 The District, upon mutual consent of the Association, may exempt Special Education, ESL, Program teachers and/or Title I and other groups of teachers from overage at the school site. For those groups listed above, the overage procedure shall be used within the specialty area.

- 31.1.1.7 An overage teacher may return to his/her school if a vacancy in that teacher's area of assignment (primary or intermediate or subject area) occurs prior to September 30 of the year the teacher was overaged, provided the teacher requests to return within ten (10) days of receipt of notification of the vacancy by the principal of that school.
- 31.1.1.8 Any overage which may take place as a result of No Child Left Behind or SB 1 of the 2003 Special Session shall follow the provisions of this Article. (2003)

31.2 REDUCTION IN STAFF

- 31.2.1 In the event the Board of Trustees determines that it is necessary to reduce staff, the procedures below shall determine the order in which the staff shall be reduced.
- 31.2.2 Once the Board of Trustees determines that a reduction in force is to be effected and has identified certain areas, programs or activities to be reduced, then the Superintendent or his/her designee will meet with representatives of the Association to discuss the need for the reduction and the approximate number of positions to be reduced prior to the recommendations being presented to the School Trustees.
- 31.2.3 Following discussion with representatives of the Association and based upon the areas, programs, and activities to be reduced, representatives of the District shall then follow Section 31.2.4 criteria in effecting a reduction in force.
- 31.2.4 Reduction in force shall take place by applying the established criteria to those employees on the most recent "Seniority Year List" (See Section 31.2.9).

1. State license and/or subject area endorsement AND/OR highly qualified status as defined by NCLB;
2. Performance Evaluations;
3. Seniority;

Each employee must be categorized into one or more positions for which the employee is qualified to hold, based on criteria 1 above.

For the purposes of this article the term "teacher on a one-year-only contract" refers to teachers who are hired for one-year only. The term does not include limited term standard contract teachers in positions designated of limited duration. The Association will be notified whenever the District designates a one-year only contract. (2013)

Within each position and subject the parties agree to establish and maintain 3 or 4 groupings of employees qualified to hold the position as follows:

4 groupings (effective 2012-2013)

- 1) Grouping One shall consist of each teacher on a one-year-only contract with an "Ineffective" or "Minimally Effective" Performance Evaluation Rating, ordered within the grouping by greatest number of combined consecutive "Ineffective" and "Minimally Effective" Performance Evaluations to the least, then by seniority.
- 2) Grouping Two shall consist of each employee with an "Ineffective" or "Minimally Effective" Performance Evaluation Rating, ordered within the grouping by greatest number of combined consecutive "Ineffective" and "Minimally Effective" Performance Evaluations to the least, then by seniority.
- 3) Grouping Three shall consist of each employee with an "Effective" Performance Evaluation rating.
- 4) Grouping Four shall consist of each employee with a "Highly Effective" Performance Evaluation rating.

Employees must be reduced in the order of their groupings based on seniority, as stated in the grouping descriptions above, with employees in Group One reduced first and employees in Group 3 or Group 4 reduced last. (2011)

- 31.2.5 Using the number of positions to be reduced, and the criteria established, the District shall then examine the most recently established "Seniority Year List" in order to identify which employees on that Seniority Year List are to be separated.
- 31.2.6 If the number of positions to be reduced exceeds the number of employees on the most recent Seniority Year List, the District shall examine the next-most-recent Seniority Year List in order to identify the additional employees to be separated.

- 31.2.7 If necessary, additional Seniority Year Lists shall be examined (in sequence) in order to achieve the determined number of positions to be reduced.
- 31.2.8 If in the District's opinion, certain employees on the most recent Seniority Year List should not be identified for separation based upon the criteria, and if there remains an insufficient number of employees for separation, the District shall review the next-most-recent Seniority Year List(s) in order to meet the determined number of positions to be reduced.
- 31.2.9 In the event two or more employees meet the separation criteria equally and have the same seniority date, the selection of which employee is to be separated shall be based on the following: First, if an employee has sustained discipline of suspension within the preceding two (2) year period, that employee shall be separated. Second, if an employee is on a one-year-only contract, that employee shall be separated. Third, if an employee has current National Board Certification, that employee shall be retained over an employee without current National Board Certification. Fourth, all things being equal, the employee to be separated shall be determined by a lottery designed by the School District in cooperation with the Association.
- 31.2.10 Seniority shall be District-wide based upon the original hire date the employee first commenced active employment on a contract and who has remained a licensed employee with the District thereafter (separations from school District employment shall constitute a "break" in service). (2003)
- 31.2.11 Leaves of absence do not affect seniority.
- 31.2.12 "Seniority Lists" based upon date of employment shall be developed. (2003)
- 31.2.13 Employees shall be notified as to the original hire date and placement on the Seniority List. (2003)
- 31.2.14 Any dispute regarding placement on a Seniority List must be raised by the employee within ten (10) days of receipt of said Seniority List.
- 31.2.15 The Chief Human Resources Officer shall reconcile any differences of opinions or facts concerning placement on a Seniority List.
- 31.2.16 Once the District has identified the employees to be separated, a list of their names and positions shall be sent to the Association. If the Association believes an employee to be on the list inappropriately, a challenge may be sent to the District within ten (10) days of the Association's receipt of the list. If the District and the Association cannot resolve the dispute, an arbitrator shall be selected from the American Arbitration Association or the Federal Mediation and Conciliation Service.
- 31.2.17 The cost of the arbitrator shall be equally shared between the parties. The arbitrator's decision shall be final and binding.
- 31.2.18 Once the list has been established (after resolution of any question if necessary), the employees on said list shall be notified. A copy of the list shall also be sent to the Association.
- 31.2.19 Music Instructional Staff:
- Upon declaration of the District that a reduction in force will take place in the area of music, the following process will be followed:
1. The Director of Music will determine where the requisite number of music allocations will be eliminated.
 2. The Director of Music will generate a list of all music teachers in the District by seniority.
 3. Music teachers may volunteer to be placed on the RIF list, or may be placed through the overage process in other non-music positions for which they are qualified.
 4. Should there still be a need to reduce the number of music teachers, the section 31.2.4 Grouping process shall be used.
 5. If this process causes vacancies in other music areas, the positions may be posted for all of the qualified music teachers. Should these vacancies be created at the secondary level, the director of Music will provide to principals of secondary schools a list of qualified candidates.
 6. If no qualified candidates apply for vacancies resulting from a RIF, the Director of Music may direct transfer a qualified candidate to fill the vacancy.

31.3 REEMPLOYMENT

- 31.3.1 Employees terminated by a Reduction in Force (RIF) shall be placed on a "Recall List" for a period of one (1) year from the date of their last paycheck.
- 31.3.2 In the event that permanent openings develop, employees who have been separated by RIF procedures who are on the List, will be reviewed for possible reemployment.
- 31.3.3 The determination as to which employee(s) on the Recall List shall be offered reemployment, shall be based upon the criteria in 31.2.4.
- 31.3.4 If in the District's opinion, none of the employees on the Recall List should be selected for an offer of reemployment based upon the criteria and the particular opening(s), then for that particular opening(s) the Recall List may be by-passed.
- 31.3.5 In the unlikely event two (2) or more employees meet the reemployment criteria equally, the selection of the employee to be offered reemployment shall be determined by lottery designed by the School District in cooperation with the Association.
- 31.3.6 Employees on the Recall List shall be responsible for notification to the Human Resources Division of any change of address.
- 31.3.7 Employees who do not accept offers of reemployment within ten (10) days from receipt of notification by mail shall have their names removed from the Recall List. In the event a notice is not answered and returned to the Human Resources Division for lack of response, the returned notice shall constitute a non-acceptance of the offer.

**ARTICLE 32
DUE PROCESS**

- 32.1 No teacher will be discharged, disciplined, or suspended without just cause. However, this provision does not apply to the nonrenewal of a probationary teacher. (2013)
- 32.2 Pursuant to NRS 391.3116, the provisions of NRS 391.315 through 391.3194 are superseded by this Agreement and do not apply to bargaining unit members. The sole mechanism for bargaining unit members to redress a violation(s) of this Article is the Article 12 Grievance Procedure of this Agreement. (2011)

**ARTICLE 33
SUPPLIES AND MATERIALS**

- 33.1 The School Trustees and the Association recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, writing materials, standardized tests and questionnaires, and similar materials are important in teaching.
- 33.2 Joint committees shall be established in each school composed of two (2) teachers elected by the teaching staff through a process determined by the Association and one (1) administrative staff member. The committee shall meet at least quarterly during the school year for the purpose of improving the selection, delivery and use of such educational materials. A committee member or a designated Association building representative (for those schools who choose not to have a committee) shall be provided with a copy of the monthly report regarding expenditures for supplies and materials sent to the school sites.
- 33.3 Within the resources available, a reasonable effort will be made to provide teachers with supplies and materials in a timely fashion. Shortages and problems with timely provision of materials will be discussed by the joint committee in an effort to resolve the matter prior to any other recourse provided by this Agreement.
- 33.4 Forms to evaluate the quality of the supplies and materials will be provided by the District to each school.

**ARTICLE 34
SCHOOL IMPROVEMENT PLANS**

- 34.1 No school improvement plan shall alter, violate or supersede this Agreement, except as mutually agreed in writing between the District and the Association. (2013)

**ARTICLE 35
TERM OF AGREEMENT**

35.1 This agreement shall be effective as of the 1st day of July, 2013, and shall remain in effect until June 30, 2015, and shall continue from year to year thereafter, unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes of a desire to change wages, hours, and conditions of employment hereof. (2013)

35.2 **SALARIES**

Two year agreement with the following salary increases:

2013-14 Salary increase of 1%

2014-15 The contract will be extended through June 30, 2015 except either party may reopen negotiations on salary only for FY2014-15. (2013)

35.3 **NEGOTIABILITY**

35.3.1 The parties also agree that any subjects, where negotiability may be challenged that are ultimately determined to be mandatory topics for negotiation, may be reopened after either party has exhausted all avenues of judicial review or after the parties have mutually agreed to accept the decision of the Employee Management Relations Board; provided, however, that written notification of intent to reopen is given prior to February 1, for any proposed changes to be effective on the next July 1st.

35.4 **RATIFICATION**

35.4.1 This is to confirm that the parties identified below voted to ratify the contract amendments on the dates noted.

Washoe County School District (WCSD)
Board of Trustees

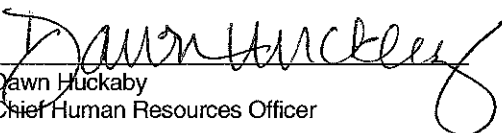
Washoe Education Association (WEA)


October 8th, 2013

September 24th, 2013

On behalf of the WCSD

On behalf of the WEA


Dawn Huckaby
Chief Human Resources Officer


Dana Galvin
President

APPENDIX A

WASHOE COUNTY SCHOOL DISTRICT
RENO, NEVADA

TEACHERS SALARY SCHEDULE
2013-14
(185-day contract for balance calendar schools)

	TA	TB	TC	TD	TE	TF	TG	TH
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	Less Than A Degree	BA Degree	BA Plus 24 Undergraduate or 16 Graduate Credits ₂	BA Plus 48 Undergraduate or 32 Graduate Credits ₃	MA Degree MA Equivalent ₃	MA Plus 16 Graduate or Approved Credits ₄	MA Plus 32 Graduate or Approved Credits ₄	PhD/EDD
STEP	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR
3	32,289	33,912	35,532	37,151	38,777	40,396	42,019	43,641
4	33,812	35,436	37,058	38,674	40,299	41,920	43,546	45,167
5	35,337	36,961	38,580	40,201	41,824	43,442	45,069	46,692
6	36,864	38,484	40,107	41,726	43,348	44,968	46,591	48,212
7	38,387	40,007	41,628	43,253	44,870	46,492	48,113	49,735
8	39,910	41,532	43,155	44,775	46,398	48,018	49,636	51,258
9	41,435	43,054	44,680	46,301	47,920	49,540	51,161	52,782
10	42,958	44,578	46,200	47,826	49,447	51,065	52,686	54,308
11			47,727	49,348	50,968	52,591	54,211	55,833
12				50,872	52,493	54,115	55,737	57,358
13					54,017	55,641	57,259	58,881
14					55,543	57,165	58,785	60,408
15					57,068	58,691	60,308	61,930
16						60,216	61,832	63,454
17							63,357	64,980
18							64,882	66,504
19								
20	44,483	46,104	49,252	52,397	58,593	61,740	66,405	68,027
21	46,008	47,628	50,776	53,921	60,118	63,264	67,930	69,553

SALARY SCHEDULE NOTES

- This schedule applies to Teachers, Nurses, Librarians and Counselors. (Counselors are paid for nine (9) additional days.) Certain positions are scheduled to work fewer contract days than the schedule noted above. Salaries for these positions are prorated based on the number of days worked.
The Washoe County School District pays an additional legislatively-designated amount to the Public Employees Retirement System on behalf of the employee for retirement benefits. No retirement contribution is made by the employee.

Beginning 08-09

Teachers entering the Washoe County School District may be allowed credit for out-of-state K-12 teaching experience in public schools to a maximum of ten (10) years. (Teachers with previous experience in the Washoe County School District or in another Nevada county may be eligible for more than ten (10) years experience on the salary schedule.) This may include two (2) years of military experience. Teachers with non-public school experience may be granted up to two (2) years credit in accordance with Article 24 of the Negotiated Agreement. Nurses entering the Washoe County School District may be allowed credit for previous nursing experience to a maximum of five (5) years in accordance with the Negotiated Agreement. This may include two (2) years military experience. Non-educational degrees are not recognized.

- Inservice hours may be credited toward undergraduate or graduate credits according to Articles 24 and 30 of the Negotiated Agreement.
- The Master's Equivalency Program allows movement beyond Column TD in accordance with Article 24, and in particular Section 24.2.11, of the Negotiated Agreement.
- Approved credits are defined in Article 24 of the Negotiated Agreement.
 - In order to advance beyond Step 4, a Class I teacher must have 90 units or more.
 - Beginning with the school year 2006-07, step 1 removed, step 21 and column TH added to salary schedule.
 - Beginning with school year 2007-08 Step 14 added to TE, Step 15 added to TF, Step 17 added to TG and TH.
 - Beginning with school year 2008-09 Step 15 added to TE, Step 16 added to TF, Step 18 added to TG and TH. Removed Step 2.
 - School year 2010-11 All employees frozen at step and did not receive experience increment

PERS Increase = 1.0% Salary Reduction
Negotiated Salary Increase = 1%
Retroactively Effective 7/2013

APPENDIX B

APPENDIX B

2014-2015 EXTENDED DAY DUTY SCALES

(Effective for the entire 2014-2015 School Year)

HIGH SCHOOL EXTENDED DAY ATHLETIC PROGRAMS AND SUPPORT GROUPS

POSITION	STEP 1 & 2	STEP 3 & 4	STEP 5	NO. OF POSITIONS				PAY PERIOD
	1-2 YEARS	3-4 YEARS	5+ YEARS	Dist Total	(9+Sparks) AAAA	(IHS) AAA	(G) A	
*Boys' Head Cross Country	1,691	2,000	2,308	12	1	1	1	November
*Girls' Head Cross Country	1,691	2,000	2,308	12	1	1	1	November
Head Football	3,076	3,387	3,691	11	1	1	0	November
Asst. Football	1,962	2,192	2,423	74	7	4	0	November
Girls' Head Golf	1,385	1,691	2,000	11	1	1	0	November
**Boys' Head Soccer	2,768	3,076	3,387	11	1	1	0	November
Boys' Asst. Soccer	1,962	2,192	2,423	11	1	1	0	November
**Girls' Head Soccer	2,768	3,076	3,387	11	1	1	0	November
Girls' Asst. Soccer	1,962	2,192	2,423	11	1	1	0	November
Boys' Head Tennis	1,385	1,691	2,000	11	1	1	0	November
Girls' Head Tennis	1,385	1,691	2,000	11	1	1	0	November
Head Volleyball	2,615	2,923	3,232	12	1	1	1	November
Asst. Volleyball	1,845	2,076	2,308	22	2	2	0	November
Water Polo	1,385	1,691	2,000	2	Districtwide-2			November
Fall Head Cheerleader	1,078	1,385	1,691	11	1	1	0	November
Fall Head Cheerleader	615	923	1,230	1	0	0	1	November
Fall Asst. Cheerleader	537	769	999	11	1	1	0	November
Dance Team Coach	615	923	1,230	11	1	1	0	November
Fall ROTC Drill Leader	615	923	1,230	11	1	1	0	November
**Boys' Head Basketball	2,923	3,309	3,691	12	1	1	1	February
Boys' Asst. Basketball	2,156	2,384	2,615	21	2	1	0	February
**Girls' Head Basketball	2,923	3,309	3,691	12	1	1	1	February
Girls' Asst. Basketball	2,156	2,384	2,615	21	2	1	0	February
Cross Country Skiing	1,385	1,691	2,000	1	0	1	0	February
Head Skiing	1,385	1,691	2,000	11	1	1	0	February
Asst. Skiing	769	999	1,230	11	1	1	0	February
Ski Coordinator	1,385	1,691	2,000	1	Districtwide-1			February
Head Wrestling	2,768	3,076	3,387	11	1	1	0	February
Asst. Wrestling	1,962	2,192	2,423	11	1	1	0	February
Head Riffery	1,385	1,691	2,000	12	1	1	1	February
Winter Head Cheerleader	1,078	1,385	1,691	11	1	1	0	February
Winter Head Cheerleader	615	923	1,230	1	0	0	1	February
Winter Asst. Cheerleader	537	769	999	11	1	1	0	February
Winter ROTC Drill Leader	615	923	1,230	11	1	1	0	February
ROTC Drill Supervisor	2,923	3,309	3,691	1	Districtwide-1			February
Head Baseball	2,463	2,768	3,076	11	1	1	0	May
Asst. Baseball	1,691	1,923	2,156	21	2	1	0	May
Head Diving	1,385	1,691	2,000	1	Districtwide-1			May
Asst. Diving or Swimming	769	999	1,230	1	Districtwide-1			May
Boys' Head Golf	1,385	1,691	2,000	11	1	1	0	May
Head Softball	2,463	2,768	3,076	11	1	1	0	May
Asst. Softball	1,691	1,923	2,156	21	2	1	0	May
**Boys' Head Swimming	1,385	1,691	2,000	11	1	1	0	May
**Girls' Head Swimming	1,385	1,691	2,000	11	1	1	0	May
**Boys' Head Track	2,463	2,768	3,076	12	1	1	1	May
Boys' Asst. Track	1,691	1,923	2,156	21	2	1	0	May
**Girls' Head Track	2,463	2,768	3,076	12	1	1	1	May
Girls' Asst. Track	1,691	1,923	2,156	21	2	1	0	May
Total HS Allocations				591	53	45	10	

*If one person fills both head coaching positions, total compensation will be an additional 20% of that person's entitled compensation.

**If a head coach of a like sport assumes the duty of the other head coach (i.e., boys' and girls' track), an assistant coach may be hired to take the place of that position vacated by the second head coach. The total number of coaches for that program can not exceed the total number allocated as set by the extended day duty scale.

MIDDLE SCHOOL EXTENDED DAY ATHLETIC PROGRAMS

POSITION	STEP 1 & 2 1-2 YEARS	STEP 2 & 3 3-4 YEARS	STEP 5 5+ YEARS	NO. OF POSITIONS AUTHORIZED				PAY PERIOD
				Dist Total	(13) Reno/Sparks	Incline	Gerlach	
*Boys' Cross Country	369	408	445	14	1	1	0	October
*Girls' Cross Country	369	408	445	14	1	1	0	October
*Boys'/Girls' Cross Country	369	408	445	1	0	0	1	October
*Girls' Basketball	806	885	962	55	4	2	1	December
*Boys' Basketball	806	885	962	55	4	2	1	February
Cross Country Skiing	806	885	962	1	0	1	0	February
*Girls' Volleyball	806	885	962	54	4	2	0	March
*Wrestling	806	885	962	28	2	2	0	March
*Boys' Track	806	885	962	28	2	2	0	May
*Girls' Track	806	885	962	28	2	2	0	May
Boys'/Girls' Track	806	885	962	1	0	0	1	May
Total MS Allocations				279	20	15	4	
Total HS Allocations				591				
Total EDD Allocations				870				

MIDDLE SCHOOL EXTENDED DAY NON-ATHLETIC AND INTRAMURAL PROGRAMS

*Each AAA middle school (9 schools) will have 40 slots at \$216 per slot.
Each AA middle school (3 schools) will have 20 slots at \$216 per slot.

*Any number above 800, in increments of 100 students, (i.e. 801 to 900) will trigger 4 additional slots for a total of 44 slots; 901 to 1000 will trigger another 4 slots for a total of 48 slots. Student counts will be based on the student apportionment count.

Pay period to be the first pay period following completion of activity. Checks may come to the schools prior to the completion of an activity, but schools are to hold checks until the duty assignments are completed.

Minimum requirement for compensation will be at least 15 hours of out-of-contract time. (Example: 60 hours of assignment payment may use 4 slots.)

HIGH SCHOOL AND MIDDLE SCHOOL SALARY ADJUSTED PROCEDURE

If there is a break in service in an activity that uses a step procedure for determining extended day athletic and support group salary, then the salary for future employment will revert back to Step 1. The exception to this will be when a person who has had more than five years experience in that same activity is rehired after a break in service. That person will be entitled to use his/her five years of previous experience as long as s/he is hired for a like position in the Washoe County School District, and will be placed on Step 5 of the salary schedule.

Employees who come from a like activity, i.e., high school boys'/girls' basketball to middle school boys'/girls' basketball, will be credited into the appropriate step as long as there is no break in service.

HIGH SCHOOL EXTENDED DAY NON-ATHLETIC AND INTRAMURAL PROGRAMS

Policy Statement

*Each AAAA high school will have 124 slots at \$216 per slot.
Each AAA high school will have 84 slots at \$216 per slot.
Each A high school will have 42 slots at \$216 per slot.
Districtwide Music Program will have 20 slots at \$216 per slot.
Washoe High School will have 26 slots at \$216 per slot.

Glenn Hare Occupational Center will have 40 slots at \$216 per slot.

***Any number above 1600 in increments of 100 students, i.e. 1601 to 1700 will trigger 8 additional slots for a total of 132 slots; 1701 to 1800 will trigger another 8 slots for a total of 140 slots. Student counts will be based on the student apportionment count.**

Pay period to be the first pay period following completion of activity. Checks may come to the schools prior to the completion of an activity, but schools are to hold checks until the duty assignments are completed.

Minimum requirement for compensation will be at least 15 hours of out-of-contract time. (Example: 60 hours of assignment payment may use 4 slots.) Suggested positions could include, but are not limited to:

Academic Olympics	Orchestra
Band	Pep Club
Choral	Scholarship Chairman
Class Advisors	String Instructors
FBLA	Student Government
Forensics	Yearbook
Literary Magazine	All Intramurals
Newspaper	

The assignment of extended day non-athletic and intramural programs slots will be determined by a joint faculty and administration committee.

When a public performance, contest, or tournament occurs, the District shall provide a substitute teacher and per diem and travel allowance, if necessary.

APPENDIX C

MEMORANDUM OF UNDERSTANDING
Sick Leave Incentives
(1999-2000)

Washoe County School District in conjunction with the Washoe County School Teachers Association will form a committee to research whether other districts grant incentives for employees who use five or less sick leave days per year (excluding bereavement).

Upon completing research, the committee will present their findings to the respective parties to be under consideration for the 1999-2000 negotiations.

MEMORANDUM OF UNDERSTANDING
Committee on National Board Certification
(1999-2000)

A committee of representatives from the Association and the District will be established to consider and make recommendations to the parties regarding possible additional compensation based on mutually agreed upon responsibilities.

The committee's recommendation will be presented for consideration no later than August 1, 2000.

MEMORANDUM OF UNDERSTANDING
Professional Development Days
(2001-2002)

All employees who had not been granted the two additional professional development days in 2000-01 will be entitled to participate in relevant professional development activities for two additional contract days in 2001-02. These days will be voluntary, and must be approved by either the site administrator or department administrator. Upon evidence of participation, authorized by the appropriate administrator, these days will be paid at the employee's daily rate. These days will be allowed in 2001-02 only, and will be in addition to the regular contract days agreed to in Article 17, Work Year, Section 17.2.

MEMORANDUM OF UNDERSTANDING
Enhanced Compensation
(2001-2002)

Enhanced Compensation

Committee will be composed of ten administrators to be selected by the District and ten licensed personnel to be selected by the Association.

Committee objective will be to develop an enhanced compensation matrix for presentation to the respective parties to take to the bargaining table. The planned implementation of the negotiated program will be for the 2003-2004 school year, subject to availability of funds.

Timeline

June 2001: Committee members selected, committee meets and establishes goals.

Summer 2001: Committee gathers information from other school districts with similar programs.

School Year 2001-2002: Committee reviews materials and selects those programs to investigate further. Committee establishes goals for the project and determines all possible forms of enhancement for the District.

Summer 2002: Committee members visit school districts with enhanced compensation packages as selected by the committee.

School Year 2002-2003: Committee develops structures for enhanced compensation package for negotiation, subject to availability of funds, with implementation in the 2003-2004 school year.

Any conferences or site visits by this committee will be composed of equal participation by committee members, i.e., numbers of administrators will equal number of teachers to attend and participate in the visit or conference.

MEMORANDUM OF UNDERSTANDING
No Child Left Behind
(2003-2005)

In an effort to begin the process of bargaining the implications of the NCLB legislation, at the federal and state level, this MOU shall provide the framework in which to accomplish that goal.

During the negotiations of the 2003-2004 collective bargaining agreement, the parties shall tentatively agree to the articles that have immediate impact on employees and their wages, hours and working conditions. These agreements shall become part of the overall ratification package.

During the remainder of the school year and progressing into subsequent years, the parties (Association and District bargaining teams) shall continue to meet monthly or more frequently if needed to discuss continued language for implementation of NCLB.

The Association and the District recognize that the passage of the federal law "No Child Left Behind Act of 2001" (the Act) and the passage of SB 1 by the 2003 session of the Nevada Legislature does not supersede or negate the obligation of the parties to bargain when there is an impact on employee wages, hours or other mandatory subject(s) of bargaining. Therefore the parties agree that when there is an impact on employee wages, hours or other mandatory subject(s) of bargaining due to the implementation of any of the components of the Act or SB 1, negotiations will commence promptly by the request of either party, if the parties were not already scheduled to meet.

After the initial ratification of the NCLB negotiated article, the following process shall be used for future ratification:

- ◆ All tentative agreements shall be signed and approved by the WEA Board of Directors and then subject to the majority approval of Rep Council.
- ◆ All tentative agreements shall be subject to ratification by the Board of Trustees.

MEMORANDUM OF UNDERSTANDING
No Child Left Behind
(2003-2005)

As acknowledged by this MOU, there are situations which require further legal clarification before specific provisions can be negotiated and agreed to by the parties. To the extent allowed by law, the parties agree to negotiate these situations as necessary during the term of this contract:

- Restructuring a school.
- Replacing employees who contributed to the failure to meet adequate yearly progress.

As with all MOUs, this MOU shall not be construed to make non-mandatory subjects of bargaining negotiable. The District will meet and confer with the Association on issues that are not mandatory subjects of bargaining. These issues include, but are not limited to:

- The selection of employees to participate in the development of school improvement plans, and the process by which plans will have input from faculty.
- The plan for employees to submit to become providers of supplemental services for the District.

MEMORANDUM OF UNDERSTANDING
Special Education
(2003-2005)

During the 2002-2003 school year the parties developed a working task force to address the issues of recruiting and retaining teachers in the area of special education. Several meetings were conducted to identify the areas which needed to be improved. The parties agree to continue to develop agreements and solutions for these issues into the future.

Some of the items contained in this document are items that shall take effect immediately, while other areas shall be piloted and developed prior to becoming a part of the Negotiated Agreement.

The issues that are being proposed for immediate implementation are the following:

- Beginning with the 2003-2004 school year, the WCSD shall provide the CPR training and the cost of the CPR certificate for all licensed employees for whom CPR certification is required by the District.

The issues that shall be pursued and developed jointly through the WEA and the WCSD:

- Pursue grant options in order to hire additional clerical assistance for the scheduling of and paperwork involvement of the IEP's.
- Provide substitute time for regional trainings to be conducted in ½ or full days (during the contract day) for all special education teachers.
- Provide for substitute time to allow for more collegial meetings within the school day framework.

MEMORANDUM OF UNDERSTANDING
Study of Work Outside Contract Day
(2003-2005)

The parties will establish a method to collect information during the 2004-05 school year regarding the time spent by employees outside the contract day. The specific activities that data will be collected on will include IEP meetings, SAP meetings, and committee work which are a direct result of No Child Left Behind.

At the conclusion of the 2004-05 school year, the parties will review the data and will discuss possible implications for bargaining in subsequent contract negotiations. This MOU will not obligate either party to negotiate any particular provision in the future. As with all MOUs, this MOU shall not be construed to make non-mandatory subjects of bargaining negotiable.

MEMORANDUM OF UNDERSTANDING
(2005-2006)

Upon the conclusion of ratification of this Negotiated Agreement, the parties shall establish a working committee to study the middle school department chairs and the responsibilities assigned. The purpose of this committee shall be to develop a working document that defines the responsibilities and compensation recommendations.

The committee shall be comprised of middle school teachers selected by the WEA. The District shall select their committee members.

Recommendations shall be distributed to the parties no later than June 1, 2006.

The parties have also committed to continue the research of additional time being required beyond the contract day. The parties understand the need to continue this work and develop additional methods by which the information may be gathered. The specific activities that data will be collected on will include IEP meetings, SAP meetings, and committee work which is a direct result of No Child Left Behind.

The President of the WEA and Superintendent of Human Resources shall establish the process for implementation of this study. The information shall be compiled and provided to the parties no later than January, 2007. The parties will review the data and will discuss possible implications for bargaining in subsequent contract negotiations.

The parties will continue to investigate and develop a plan for those employees who are no longer eligible for the retiree's insurance subsidy. The results will be addresses by the parties no later than 8/31/06.

This MOU will not obligate either party to negotiate any particular provision in the future. As with all MOUs, this MOU shall not be construed to make non-mandatory subjects of bargaining negotiable.

MEMORANDUM OF UNDERSTANDING
(2007-2011)

The parties shall follow the procedures set forth in SB 238 (2007)-Empowerment of Public Schools. The parties acknowledge and agree that certain provisions of the legislation identify items to be negotiated pursuant to NRS 288, specifically at section 6.1(f), (g) and 2(c).

MEMORANDUM OF UNDERSTANDING
(2007-2011)

The parties shall continue to meet in order to discuss the structure and implementation of a plan for medical cost reimbursement accounts for employees to use in retirement, such as, VEBA or HRA type accounts. Once an agreement is reached by the WEA and District bargaining teams on a plan, the agreement shall be presented to the WEA Rep Council and the District Board of Trustees for ratification. Upon ratification, the plan shall be implemented as soon as practicable and without undue delay.

MEMORANDUM OF UNDERSTANDING
(2007-2011)

The parties agree that when the committee established to implement AB 3 completes their work, the parties will meet to consider the recommendations to negotiate a process to implement this legislation.

The parties agree that the recommendations that are brought forward are negotiable and must be part of the bargaining process.

Any agreed upon changes must be ratified by the WEA Rep Council and WCSD Board of Trustees.

MEMORANDUM OF UNDERSTANDING
Sub-committee for National certification
(2007-2011)

In order to provide an equal opportunity for all licensed staff members to have access to for their national certification process, WEA is proposing that a sub-committee be established to review the national certifications that are not currently compensated by the State of Nevada.

This committee shall be established to review the criteria of the requirements necessary to achieve national certification. The committee shall be comprised of four (4) licensed personnel selected by the WEA and an equal number of committee members selected by the WCSD.

The committee shall report to the parties by January 2008. Recommendations shall be discussed after receiving the report and further negotiations shall take place at the time that the report is available.

The licensed personnel under consideration shall include, but not be limited to nurses, music, therapists, OT's & PT's.

MEMORANDUM OF UNDERSTANDING
(2011-2013)

The Parties have committed to research additional time being required beyond the contract day. The Parties will work collaboratively to develop the methods by which the information will be gathered. The activities that the data will be collected on include, but are not limited to: IEP meetings, IAT meetings, PLC meetings, and committee work which is a direct result of No Child Left Behind.

The WEA President/Executive Director and the Chief Human Resources Officer will establish the process for the implementation for the study. The information shall be compiled and provided to the parties no later than September 2012. The Parties will review the data and will discuss possible implications for bargaining in subsequent contract negotiations.

MEMORANDUM OF UNDERSTANDING
(2013-2015)

The District agrees to conduct training, as needed, for school administrators, Local Education Administrator(s), Special Education Case Manager(s), and other student support services personnel regarding how to conduct an effective and efficient Individualized Education Program (IEP) meeting with due regard for the rights of individuals with disabilities to a free and appropriate education under the law and the teacher's contract day.

MEMORANDUM OF UNDERSTANDING
(2013-2015)

The District agrees to conduct training, as needed, for school administrators regarding site-based scheduling in order to make every effort to schedule some time during the contract work week wherein elementary school (K6) special education teachers can work on IEP planning and implementation.

