

**MEMORANDUM OF AGREEMENT
BETWEEN THE
WASHOE COUNTY SCHOOL DISTRICT
AND THE
WASHOE EDUCATION ASSOCIATION**

The Washoe County School District and the Washoe Education Association AGREE that all items have been negotiated for a successor agreement to the 2015 - 2019 collective bargaining agreement and the agreed upon changes are listed below. Further, both bargaining teams agree that they will recommend to their respective parties that the agreed upon changes below be formally ratified and incorporated into the successor agreement.

Bold Underlined - new language. ~~Strikethrough~~— deleted language.

IT IS AGREED:

1. **ARTICLE 12 GRIEVANCE AND COMPLAINT PROCEDURE**

Remove language regarding complaint process ending with the Board of Trustees. Final Step will be Superintendent Level.

12.8.3.6 If a satisfactory resolution is not reached at ~~this level~~ **the Area Superintendent Level**, the complainant may notify Human Resources that he/she wishes to appeal the Area Superintendent's response to the Superintendent **Level** ~~or her/his designee and a meeting will be established for that purpose~~. A meeting with the Superintendent or her/his designee shall be established within ten (10) days of receipt of the request. The Superintendent or her/his designee shall respond in writing to the complaint within ten (10) days of the date of the meeting. **The decision of the Superintendent or her/his designee shall be final.** ⁽²⁰¹⁹⁾ ~~Once the written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level.~~ ⁽²⁰¹⁵⁾

~~12.8.3.7 In the event that either party is not satisfied with the disposition of the complaint, at the Superintendent's Level, 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, request the parties to appear at a hearing during a regular meeting within thirty (30) days. 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.~~ ⁽²⁰¹⁵⁾

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3. ARTICLE 18 HOURS

18.1 Secondary teachers shall have a seven and a half (7.5) hour contract day. 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.~~ The start and end time for nurses will be based on the school/site/assignment of the individual nurse, based on a 7 ½ hour contract day.

Elementary teachers shall have a seven (7) hour contract day, in recognition of the fact that they do not have a scheduled preparation period during the instructional (student) 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 (student) day. The elementary duty day shall conclude no more than thirty minutes after the instructional (student) day (with the exception of multi-track year round). Any deviation from the instructional (student) day must be included in the School Improvement Plan and approved by the Area 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 (student) day, except with the consent of the teacher. Faculty meetings may commence earlier than fifteen (15) minutes prior to the start of school (contract day) based on a 2/3's vote of the entire faculty. (2003)

For purpose of this article, contract day means the number of hours that a teacher is contracted to work each day - elementary teachers are contracted to work a 7-hour day and secondary teachers are contracted to work a 7.5-hour day. Instructional (student) day means the period from when the first school bell rings until the last school bell rings. (2019)

18.6.8 ~~A school nurse who must provide 24-hour complex, continuous nursing management of students on overnight field trips~~ and after school hour's activities 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 (overnight field trips). for hours assigned to work after the completion of a 7 ½ hour contract day. Nurses shall be paid for mileage if required to drive their personal vehicle or the District shall pay required transportation costs. (2019)

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4. ARTICLE 18 HOURS

- 18.6.6 At the end of each school year December and June, any teacher having time accrued shall be compensated for the time earned at ~~\$30.00~~ \$40.00 per hour. Any teacher may elect to carry over no more than one day of comp time to be used in the next school year. ~~(This change becomes effective July 1, 2016.)~~ Teachers will be compensated for actual time they have worked. For the hours accrued through the end of December, the teacher can choose the amount of hours to be compensated, if any. Time worked shall be calculated in 30 minute block increments. ~~(2015)-(2019)~~
- 18.6.7 All hourly pay shall be paid at ~~\$30.00~~ \$40.00 per hour. ~~(2007)-(2019)~~
- 18.6.8 All other hourly pay for school nurses shall be paid at ~~\$30.00~~ \$40.00 per hour. ~~(2019)~~

NOTE: *The Parties agree that the December and June payout schedule in 18.6.6 will become effective commencing the 2020-2021 school year AND the increase in the hourly rate from \$30 to \$40 per hour is effective July, 1 2019.*

5. ARTICLE 18 HOURS

18.7 SUBSTITUTE ABSENCES

- 18.7.1 ~~In situations where~~ When an elementary teachers are is assigned to substitute for another teacher (when substitutes teachers are unavailable) the value of the cost of the substitute base pay will be paid to the assigned teacher, placed in the school fund. In a team teaching situation, where, in a team, a substitute is requested for an absent when one team member is absent and none no substitute teacher is available, and the present team member is assigned to substitute for the absent team member, the value of a the cost of the substitute pay will be paid to present team member, 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, when one team member acts as a substitute for another absent teacher's class, the value of the one (1) substitute shall be split evenly between both team members no more than the value of one substitute may be allocated to that classroom. ~~(1999)-(2019)~~
- 18.7.2 Section 18.1 applies to all licensed educators working in an elementary school. ~~(2019)~~

NOTE: *The Parties agree that the changes to 18.7.1 will become effective commencing the 2020-2021 school year.*

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6. ARTICLE 19 PREPARATION PERIOD

- 19.7 An employee who accepts an assignment for an extended period of time to teach during his/her prep will be compensated at the hourly rate of \$30 ~~(\$30)~~ **\$40**.
(2003) (2019)

7. ARTICLE 20 SICK LEAVE AND DISABILITY BENEFITS

- 20.4.2 Immediate family is defined as: Spouse, children; and parents, sisters, brothers, parents-in-law, son-in-law, daughter-in-law, **sisters- and brothers-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) (2019)

8. ARTICLE 23 ASSOCIATION LEAVE

- 23.1.1 A total of up to eighty (80) days leave without loss of pay during the a school year, July 1 to June 30, **when there is not a Regular Session of the Nevada Legislature and up to one hundred (100) days leave without loss of pay during a school year, July 1 to June 30, when there is a Regular Session of the Nevada Legislature, is granted** 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 **Office of Human Resources Division** of its intent to use this leave (confirmed in writing) and reimburse the District for substitute costs. (2003) (2019)

9. ARTICLE 24 SALARIES AND INSURANCE

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.

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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.

This stipend shall increase by the same percentage that the general salaries increase each year.

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.

24.12.6 This stipend shall increase by the same percentage that the general salaries increase each year.

10. ARTICLE 31 REDUCTION IN FORCE/OVERAGE PROCEDURE

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) **In the event two or more teachers have the same seniority date and one (1) of the teachers must be overaged, the determining factor to decide which employee will be overaged, shall be the employee with the least**

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seniority at the school. In the event there is more than one employee with the same least seniority date, the employee to be overaged shall be determined by a lottery designed by the School District in cooperation with the Association. (2019)

11. ARTICLE 35 TERMS OF AGREEMENT Amend as follows:

35.1 This agreement shall be effective as of the 1st day of July, 2015 **2019** and shall remain in effect until June 30, 2019 **2021**, and shall continue from year to year thereafter in compliance with the laws of Nevada, 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.

If a Nevada Legislative special session is held during the 2019-2021 biennium, and there are additional monies allocated and designated for cost of living adjustments (COLAs) in the Distributive School Account for fiscal years 2020 and 2021, over and above that which was appropriated by the 2019 Nevada Legislative session, or, there is a decline to the amount of total revenue received by the District's general fund, which causes budget cuts for fiscal years 2020 or 2021, either party may elect to re-open negotiations on Article 35.2 only.

~~If, after the 2019 Nevada Legislative session or special session, there are monies allocated and designated for cost of living adjustments (COLAs) in the Distributive School Account for fiscal years 2020, over and above the District's cost basis for providing the Appendix A COLAs in Article 35.2 of this Agreement—estimated as 0.92% in the spreadsheet entitled “FY18 Estimated Cost to Increase GAP for Next Step and Eliminate Step 4” for fiscal year 2018 and estimated as 1.01% in the spreadsheet entitled “FY19 Estimated Cost to Increase GAP for Next Step and Eliminate Step 5” for fiscal year 2019, those remaining monies for COLAs will pass through and be applied to the salary schedule. The parties recognize that the estimated cost basis for fiscal year 2019 may be increased in the event there is a COLA applied to the fiscal year 2018 schedule. The parties agree that if there are any COLAs, they are applied after the schedules are rolled up.~~

~~If, after the 2017 Nevada Legislative session or special session, there is a decline to the amount of total revenue received by the District's general fund, which causes budget cuts for fiscal years 2018 and 2019, the District may elect to re-open negotiations on Article 35.2 only.~~

35.2 Remove all current language in section 35.2 and add **bold underlined language** below.

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35.2 Salaries/Appendix A

Two-year agreement with the following compensation and benefit increases:

For 2019-2020

General salary increase to the salary schedule in Appendix A by 3.0% effective July 1, 2019 (retroactive to that date).

The District will provide for step and lane movement for all employees eligible for step and lane movement on the salary schedule in Appendix A, and;

The District will pay all bargaining unit members' increased cost for the employee portion of health insurance premium beginning in January 2020, if any.

For 2020-2021

General salary increase to the salary schedule in Appendix A up to a 1% COLA, effective July 1, 2020 (retroactive to that date), based on the calculated General Fund surplus ("Surplus") for the year ended June 30, 2020, as shown in the District's audited Consolidated Annual Financial Report (CAFR). The Surplus shall be calculated as the sum of the following:

The net change in the fund balance for the General Fund, as shown on the "Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual", less assignments for encumbrances and carryover of general supply appropriations, as shown in Note 7, "Fund Balance/Net Position".

If the Surplus is at least \$2,900,000, a 1% COLA shall be paid. If the Surplus is less than zero, i.e., in the situation where the District did not have a surplus, no COLA will be paid. If the Surplus is between zero and \$2,900,000, a COLA calculated to the nearest one quarter of one percent (0.25%) will be paid based on the formula of: (Actual Savings ÷ 2,900,000) multiplied by 1%. The potential COLA increase scale based on Surplus is:

<u>Scale</u>	<u>COLA</u>
<u>\$0 - \$362,499</u>	<u>0.00%</u>
<u>\$362,500 - \$1,087,499</u>	<u>0.25%</u>
<u>\$1,087,500 - \$1,812,499</u>	<u>0.50%</u>
<u>\$1,812,500 - \$2,537,499</u>	<u>0.75%</u>
<u>\$2,537,500 - \$2,900,000</u>	<u>1.00%</u>

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Members of the District Business Leadership Team will meet at least quarterly with the WEA President and Executive Director to review and discuss the District Financials during the term of this Agreement and until the CAFR is complete.

2020-2021 – The District will provide for step and lane movement for all employees eligible for step and lane movement on the salary schedule in Appendix A, and;

The District will pay all bargaining unit members' increased cost for the employee portion of health insurance premium beginning in January 2021, if any.

12.

MEMORANDUM OF UNDERSTANDING
SPED PREPARATION PERIOD (ARTICLE 19.8)

The WEA has concern that there is a significant number of SPED teachers not receiving 90-minutes of preparation periods each week in accordance with Article 19.8. During the 2019-2020 school year, the WCSD and the WEA will study the amount of time elementary SPED teachers are receiving for their 90-minutes of preparation period each week. The WCSD and the WEA are committed to working together to take appropriate steps based on the data received from the study.

13.

MEMORANDUM OF UNDERSTANDING
Language Certification Stipends (Article 24.2.12)

The WCSD and the WEA will establish a committee to review all of Article 24.2.12 to determine if adjustments should be made to address challenges with the current provisions, including: the annual stipend amounts; the number of educators eligible for the stipends; eligibility for the stipends and stipends for other languages in addition to Spanish.

The Parties intend any recommended changes become effective for the Agreement, which succeeds the Agreement resulting from the 2019 collective bargaining.

The committee recommendations must be tentatively agreed to as part of the collective bargaining process. The WEA and District Board of Trustees must ratify tentative agreements to become effective.

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14.

MEMORANDUM OF UNDERSTANDING
Overage Process (Article 31)

The WCSD and the WEA will establish a committee to review Article 31 to determine if adjustments should be made to address challenges with the current process, including allowing lane changes for specialty teachers. The Parties intend any recommended changes become effective for the hiring process for the 2020-2021 school year.

The committee recommendations must be tentatively agreed to as part of the collective bargaining process. The WEA and District Board of Trustees must ratify tentative agreements to become effective.

15.

MEMORANDUM OF UNDERSTANDING
(Appendix B)

The WCSD and the WEA will establish a committee to review Appendix B to determine if adjustments should be made to address challenges with the current provisions, including, position placement and rates of pay. The Parties intend any recommended changes become effective for the Agreement, which succeeds the Agreement resulting from the 2019 collective bargaining.

The committee recommendations must be tentatively agreed to as part of the collective bargaining process. The WEA and District Board of Trustees must ratify tentative agreements to become effective.

16. **Withdrawn/Rejected Proposals**

All proposals not contained in this MOA are deemed withdrawn and are not included in this Agreement.

Washoe Education Association

BY: 

10-23-19
Date

Washoe County School District

BY: 

10/23/19
Date