COMPREHENSIVE AGREEMENT

BETWEEN THE

CARSON CITY SCHOOL DISTRICT

AND THE

ORMSBY COUNTY EDUCATION ASSOCIATION

2013-2015

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COMPREHENSIVE AGREEMENT BETWEEN THE
CARSON CITY SCHOOL DISTRICT
AND THE
ORMSBY COUNTY EDUCATION ASSOCIATION
2013-2015

ARTICLE 1--AGREEMENT

This Agreement is made and entered into this 1st day of July 2009, by and between the School Board of Carson City, hereinafter referred to as the "School Board" and the Ormsby County Education Association, hereinafter referred to as the "Association."

ARTICLE 2--PHILOSOPHY

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

ARTICLE 3--PRINCIPLES

3.1 Professional Teaching Personnel

a. It is recognized that the members of the professional staff have specialized qualifications and that the success of the educational program in Carson City depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. It is recognized also that because members of the professional staff have specialized qualifications they are particularly qualified to assist in developing educational policy in the Carson City School District.

b. At the end of each school year, a questionnaire developed by the Joint Advisory Committee will be distributed by the District to every teacher in order to obtain their viewpoints and suggestions regarding educational programs and administrative practices and policies. The purpose of the reports is to give the District a means of understanding the concerns of the teachers and to provide for the continual upgrading of all segments of the educational program. The reports shall be for informational purposes only and shall not be placed in the personnel file of any employee. The Joint Advisory Committee shall prepare summaries of the reports to present to the School Board.

c. Instructional discretion is defined as the discretion to teach about controversial issues which have economic, political, scientific, or social significance within the adopted curriculum standards and guidelines of the School District. Subject to the discretionary review and approval by the District, teachers shall have the discretion to use

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

3.2 Right to Join or Not Join

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

3.3 Purpose

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

3.4 Joint Advisory Committee

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

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

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

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

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

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

3.5 Building Advisory Committees

a. Each school site shall establish a standing committee to be known as the "Building Advisory Committee." The purpose of these committees is to increase communication between building administration and faculty at each individual school.

b. Recommendations from these committees shall be advisory only.

c. The committee shall consist of a representative number of teachers elected from each grade level or departmental area and a member of the building administration.

d. The committee may investigate or study building site issues which the majority of the committee deem important to the educational environment of the school, and make recommendations to the building administrator.

e. All meetings are to be held outside of the student contact day.

3.6 Non-Discrimination Clause

The District and the Association agree not to discriminate, as set forth in federal or state law (i.e., NRS 288.270), against its employees or its members based upon race, creed, color, national origin, sex, age or physical handicaps.

ARTICLE 4—DEFINITIONS

4.1 Association

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

4.2 School Board

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

4.3 School District

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

4.4 School Year

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

4.5 Superintendent

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

4.6 NRS 288

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

4.7 Teachers

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

4.8 Days

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

ARTICLE 5--RECOGNITION

5.1 Official Representation

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

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

5.2 Association Privileges

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

ARTICLE 6—NO CHILD LEFT BEHIND

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

ARTICLE 7--GRIEVANCE PROCEDURE

7.1 Purpose

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

7.2 Definitions

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

b. A **"grievant"** is a teacher, group of teachers, or the OCEA filing a grievance.

c. A **"party of interest"** means: (1) any person or persons filing a grievance; (2) any person or persons who might be required to take action relative to the grievance; (3) any person or persons against who action might be taken in order to resolve the grievance; or (4) the OCEA.

7.3 Rights to Representation

a. Any party of interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he/she may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by OCEA, OCEA shall have the right to be present and to state its view at all stages.

b. If, in the judgment of the OCEA, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Step II. The OCEA may process such a grievance through all levels of the procedure. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the OCEA at Step II. Information copies of the grievance shall be sent to the administrator(s) involved.

c. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure. The time for a grievance meeting must be approved by the Association and the grievant. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay. This provision shall not be construed as an agreement by the School District to pay the grievant or the OCEA representative or any person on their behalf for the time spent processing a grievance.

7.4 Individual Rights

a. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter with the appropriate supervisor and to have the problem adjusted without the intervention of the OCEA.

b. The act of filing a grievance is not to be construed as insubordination.

7.5 Procedure

a. Step I

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

immediate supervisor either individually or through the OCEA representative with the objective of resolving the matter informally.

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

2. If the teacher is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the principal within fifteen (15) days following the response of the immediate supervisor. The principal shall arrange for a meeting to take place within (5) days after receipt of the grievance. The grievant, the OCEA at its option, and the supervisor shall be present for the meeting. The principal shall provide the grievant and the OCEA with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

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

b. Step II

1. If the grievant or the OCEA is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be appealed to the superintendent. The appeal shall be in writing, dated, and the receipt of the appeal initialed by the superintendent by date. It shall also state the name of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal.

2. The superintendent shall arrange for a hearing with the grievant and the OCEA to take place within ten (10) days after receipt of the appeal. Written notice of the time and place of the hearing shall be given by the superintendent five (5) days prior thereto to the grievant and the OCEA. The parties shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance.

3. Upon conclusion of the hearing, the superintendent will have twenty (20) days to provide the grievant and the OCEA a written decision, together with the reasons for the decision.

c. Step III

1. If the grievant and/or OCEA is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to mediation by informing the superintendent within five (5) days after the superintendent's twenty (20) days to respond, whichever is later. The superintendent and the OCEA president would

have to consent to mediation. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be conducted within thirty (30) days of the appointment of the mediator. The mediator has no binding authority. Any mediated agreement voluntarily agreed to by both parties will be final and binding and not subject to further appeal or court action. Any fees or costs imposed by FMCS will be equally split by the parties.

d. Step IV

1. If the grievant is not satisfied with the disposition of the grievance by the FMCS and/or the superintendent or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator. The OCEA shall exercise its right of arbitration by giving the superintendent written notice of its intent to arbitrate within five (5) days after it has received the superintendent's decision at Step II and/or Step III. If any questions arise as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

2. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the OCEA will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. Within ten (10) days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. In striking names, the OCEA shall strike first.

3. Arbitration shall take place under the rules of the American Arbitration Association.

4. All hearings held by the arbitrator shall be in closed sessions and no party to or in any way associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.

5. Expedited Arbitration – If both the District and the Association agree in writing to Expedited Arbitration within five (5) days of any request for arbitration pursuant to this Article, the arbitration will be held under the then existing Expedited Labor Arbitration Rules of the American Arbitration Association. Within ten (10) days after such written notice of submission to arbitration and written agreement to expedited arbitration, the District and OCEA will agree to an arbitrator from the list of seven (7) arbitrators in Appendix A to this agreement. Each party shall alternatively strike names from the list, and the name remaining shall be the arbitrator. In striking names, the OCEA shall strike first. The list of arbitrators shall be effective for the term of the agreement and shall automatically expire unless extended in writing by mutual agreement of the parties.

7.6 Arbitration Costs

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

7.7 Jurisdiction of the Arbitrator

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

b. Neither party may submit new evidence to the arbitrator that was not submitted to the superintendent unless such evidence can be proved as unavailable and unknown at the time the superintendent heard the grievance. If the arbitrator decides that such new evidence was in fact unavailable and unknown by the parties then ample time will be given to the other party to study and respond to such evidence. If the arbitrator decides the new evidence was purposely withheld by the presenting party or should have been known then such evidence shall be ignored in the decision or the grievance may be remanded back to Step II.

c. The arbitrator's decision shall be submitted in writing to both parties and shall be final and binding on the parties to this Agreement unless he exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by Federal labor law decisions.

7.8 Exceptions to Time Limits

a. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties or for good cause. If the grievant misses a deadline during the processing of a grievance without written agreement by both parties, the grievance shall be automatically dropped.

b. In the event a grievance is filed that cannot be processed before the end of the school term, and that if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure shall be exhausted prior to the end of the school term or as soon thereafter as practicable.

c. In the event a grievance is filed so that sufficient times stipulated under all levels of the procedure cannot be provided before the last day of the school year, and should it be necessary to pursue the grievance to all levels of the appeals, the parties may agree to continue the grievance into the summer months. If the parties cannot agree to such continuation then said grievance shall be resolved in the new school term in September

under the terms of the Agreement and grievance procedure in effect at the time the grievance was filed and not under the succeeding Agreement procedure.

d. Grievances filed during the vacation periods will have time limits which begin the first day school resumes. This does not preclude the ability of all parties to resolve the grievance during the vacation period if accomplished by mutual agreement. The grievance will be resolved according to the Agreement and grievance procedure in effect at the time the alleged grievance occurred.

7.9 No Reprisals

Nc reprisals of any kind will be taken by the School Board or by any members of the administration against any party because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or OCEA.

7.10 Cooperation of the Employer and OCEA

The administration will cooperate with the OCEA in its investigation of any grievance and upon request, will furnish the OCEA with such information that is pertinent and available for the processing of the grievance.

7.11 Personnel Files

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. These files are to be available to the grievant upon request.

7.12 General Provisions

a. Members of the negotiating unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.

b. Forms for processing grievances shall be jointly prepared by the superintendent and OCEA. The forms shall be printed by the School Board and given to OCEA for appropriate distribution so as to facilitate operations of the grievance procedure. All written grievances shall be filed on the official form.

c. The OCEA agrees that it will not continue and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator, and the School Board agrees that it will apply to substantially similar situations the decision of an arbitrator sustaining a grievance.

d. The sole administrative remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the

grievance procedure. Any teacher who has made a complaint or charge under the Professional Practices Act (NRS 391) or pursued any administrative remedy other than that provided under this grievance procedure should not be entitled to proceed under this grievance procedure. However, nothing contained herein shall deprive a teacher of pursuing his/her legal right in our state or federal courts.

e. The parties hereby recognize the existence of policies and administrative regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the School Trustees. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed as a complaint on policy.

ARTICLE 8--USE OF FACILITIES

8.1 Use of School Mail

The Ormsby County Education Association shall have the right to use school mailboxes and the inter-school mail service for organizational material, provided that all such material is clearly identified and the Association accepts the responsibility for such material. Copies of all such material shall be given to the building principal.

8.2 Use of School Buildings

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

8.3 Providing CCSD Policies and Regulations

The School District will provide a complete and regularly updated copy of the School District's written policies and regulations in a location at each building site which is accessible to all employee organizations.

ARTICLE 9--DUES DEDUCTIONS

9.1 Paycheck Deduction of Dues

The School Board agrees to deduct from the salaries of its employees dues for the OCEA, NSEA and NEA as teachers individually, voluntarily, authorize the School Board to deduct, and to

transmit the monies promptly to the Nevada State Education Association. Teacher authorization will be written on forms provided by the Association.

9.2 Current Dues Rate

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

9.3 Deduction Procedure

Deductions referred to in Section 9.1 above will be made in equal installments once each month during the year. Deductions will be made effective the date the membership form is signed, and the dues for the sign-up pay period shall be deducted from the following month's salary on a pro rata basis (unless the District Office can conveniently make the pro rata deduction from the sign-up pay period). The OCEA shall supply the District Office with pro rata schedules for each deduction showing the daily rate to be deducted.

9.4 Dues Deductions

No later than October 15th of each year, the Association will provide the School Board with a list of those employees who have voluntarily authorized the School Board to deduct dues for the organizations named in Section 9.1 above.

The Association will notify the School Board monthly of any change in said list. Any teacher desiring to have the School District discontinue deductions he/she has previously authorized must first notify the Association in writing within the NSEA designated drop periods for that year.

9.5 Termination Deductions

Upon termination of any employee, the remaining amount of dues for the Associations in 9.1 above will be deducted from the final check.

9.6 Hold Harmless

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

ARTICLE 10--TEACHER PROTECTION

10.1 CCSD Legal Assistance

The School District will provide legal assistance to the extent required by NRS Chapter 41, and/or within the limits of any insurance policy the School District may have for such purposes for any teacher who is sued for any alleged incident which occurs in the pursuance of his/her duties and within the limits of his/her assigned responsibility, as may be determined by any court of competent jurisdiction.

10.2 Protection from Physical Harm

a. A teacher while acting in pursuance of his/her duties may use physical force as it is reasonable and necessary to protect himself/herself or for the protection of others or the property of the School District from possible injury or damage or to quell a disturbance threatening physical injury.

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

c. A teacher will not be required to perform any duty or act which unreasonably threatens the teachers' or students' physical safety or well-being.

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

e. Criminal charges or civil complaints filed against a teacher shall not be the basis of disciplinary action by the District where the teacher is acquitted or found not guilty of the allegations contained in the court documents.

f. Reasonable efforts will be made to insure that each classroom has a working communication system which gives teachers emergency contact with the main office.

10.3 Notification of Complaints

Except for criminal or welfare investigations, no formal action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter has been reported in writing to the teacher within seven (7) working days of said complaint. Notice shall be deemed adequate if it is mailed to the address provided by the teacher.

Any complaint which is not acted upon after investigation by the District shall not be considered in the teacher's evaluation and shall not become part of the teacher's personnel file and shall not be used against the employee in any action by the District.

10.4 Breach of Professional Ethics

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

10.5 Parent Complaints

Teachers shall be provided copies of any written parent complaints prior to being placed in the personnel file. Teachers shall have the right to be present during parent conferences that bear upon the teacher's responsibilities and shall be given prior notification of the nature of the meeting. The notification can occur immediately prior to the meeting, e.g. a telephone call from the administrator, and should give the teacher an opportunity to bring any relevant materials to the meeting. A principal may confer with the parents without teacher attendance when such meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

10.6 Critical Letters or Reports

Letters or reports from the District, other than evaluations or letters of admonition, that are critical of a teacher's performance will not be placed in the teacher's personnel file without prior opportunity for the teacher to review the document, present his/her point of view, and have ten (10) days to write a response which will be attached to the document. Such letters or reports shall be removed from the file after a period of one year.

10.7 Teacher Evaluation

a. If a post-probationary teacher is dismissed under the evaluation procedures as stated in NRS 391, the District policy governing evaluations must be followed.

b. All licensed employees will be evaluated with an instrument compatible with the "Framework for Effective Teaching" yet specific to the position category, i.e., Guidance Counselor, School Psychologist, Librarian, Speech/Hearing Therapists.

c. Licensed employees may use the grievance procedure (Article 7) to rectify errors in his/her annual evaluation. Such errors shall be limited to language contrary to this collective bargaining agreement or adopted regulations of the Board of Trustees.

10.8 Letters of Admonition

Licensed employees may use the grievance procedure (Article7) to rectify errors in his/her letters of admonition. Such errors shall be limited to language contrary to this collective bargaining agreement or adopted regulations of the Board of Trustees.

10.9 Mentors

a. Experienced, licensed employees may, on a voluntary basis, serve as mentors of probationary teachers or others who desire to participate on a voluntary basis.

b. The role of the mentor shall be determined by mutual agreement of the evaluating administrator, the teacher and the mentor.

c. The mentor shall not provide input for, nor be cited in, the evaluation. Neither party may use the mentor as a witness in any dispute arising from the evaluation of a teacher being mentored.

10.10 Teacher's Personal Life

The personal life of a teacher is not an appropriate concern of the District and shall not affect the teacher's employment status unless action is authorized in NRS Chapter 391, or the personal life of a teacher affects his or her work performance.

10.11 Progressive Discipline

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

10.12 Suspensions and Dismissals

a. Except as provided in NRS 391.314(1) post probationary employees who are suspended or dismissed by the District are entitled to a hearing under the rules and procedures of NRS 391. Upon written notification of the suspension or dismissal, the post probationary employee has ten (10) days to file a written request for a hearing with the Superintendent. Upon receipt of the request for a hearing, the Superintendent will not file his recommendation with the Board of Trustees and a hearing will be scheduled and conducted under the requirements of NRS 391.

b. The parties will select the hearing officer from a list provided by the American Arbitration Association pursuant to Article 7.5(c) (2) of this Agreement. The parties shall each pay half of the expenses of the compensation for the hearing officer and the expense of the official transcript. The parties will pay for their own attorneys' fees and costs of preparation and presentation.

c. In implementing the suspension or dismissal procedures of NRS 391 for post probationary employees, the parties agree that the decision of the hearing officer shall be final and binding. The final and binding decision of the hearing officer shall conform with the Nevada Uniform Arbitration Act and is only subject to review/appeal under the Act.

d. Probationary employees shall retain all rights under NRS 391 and have no additional rights granted by Article 10.12.

ARTICLE 11--TEACHER'S HOURS

11.1 Definitions

a. Preparation Time

Preparation time as used in this Agreement means time used for the exclusive use of planning and organizing the instructional program and scheduled during regular class times.

b. Pupil Contact Time

The total time during which the teachers and pupils are in contact during a classroom situation and passing times between classes.

c. Beginning Time

Beginning time will be established by the principal of each building with concurrence of the Superintendent.

d. Student Release Time

The time during the afternoon when students have completed the normal daily educational hours and are free to depart the building.

e. Teachers' Regular School Day

Teachers' regular school day is defined as seven (7) hours and thirty (30) minutes. Any deviations from this requirement must be approved by the building principal.

1. The teacher in the secondary school shall have no more than five (5) class periods of instruction of one hour duration each, or a maximum of five (5) hours of instruction, not to exceed twenty-five (25) instructional hours per week.

2. The teacher in the elementary school shall have no more than 312 minutes a day of pupil contact time and/or 26 hours per week of pupil contact time. Pupil contact time, for purposes of this provision is as follows: The total time during which the teacher and pupils are in contact during a classroom situation. It is understood and agreed that the classroom teacher's pupil contact time is exclusive of all recess periods, lunch periods, and periods of specialized instruction such as music, physical education, library science and computer lab.

3. Teachers shall have an uninterrupted duty-free lunch period of not less than thirty (30) minutes. The thirty (30) minute lunch period shall be continuous and correspond to the time of the students' scheduled lunch period, except when emergencies and/or scheduled special events make it necessary to alter the teacher's schedule. Nothing contained within this Article, expressed or implied,

will preclude a teacher from voluntarily accepting or not accepting duty. Each lunch period will not be extended more than ten (10) minutes in order to implement this proposal. The principal or administrator shall make the determination of whether or not an emergency exists.

4. Teachers shall have not less than forty-five (45) minutes for preparation each day in elementary schools and secondary schools, except for emergencies or an unusual scheduling problem, as determined by the principal. Such period shall be one continuous block of time, and shall be subject to interruption by principals for teacher/principal conferences, parent/teacher telephone calls and other reasonable, school-related purposes. Principals may schedule up to one preparation period per week for joint preparation time, which if not so used, reverts to the teacher's individual use.

   At the secondary schools, the forty-five (45) minute preparation period each day may be adjusted by the School District to allow extended preparation periods not to exceed one hundred (100) minutes every other school day in order to accommodate scheduling plans such as block scheduling. If a secondary school reverts to traditional scheduling as determined by the School District, preparation time will revert to not less than forty-five (45) minutes per school day.

5. The OCEA and the District recognize that adequate preparation is necessary for proper education. Nothing in this section shall be construed to interfere in any way with the ability of the administration to ensure adequate preparation and quality education in the District.

11.2 Other Assigned Duties

The building principal may assign individual teachers to before or after student after release-time duty such as: bus duty, playground duty, or other similar duties designed to ensure the safety and welfare of the students. Such duties may not extend beyond a teacher's regularly contracted hours.

11.3 Teacher's Regular School Day

The building principal or the superintendent may require attendance at his/her discretion of any teacher at staff meetings, in-service meetings, parent conferences, or other similar activities designed to further the educational needs of the District. Such activities must be scheduled during the regular school day unless mutually recognized unusual circumstances warrant. The traditional "Open House Night" will continue to be recognized as an annual faculty supported school activity.

11.4 Compensation for Mandatory Participation

Mandatory participation in activities in excess of the regular school day (7 hrs. 30 min.) shall be compensated according to the extra pay schedule through contract when applicable.

11.5 Leaving Campus

Teachers shall be allowed to leave the building during preparation periods only with the consent of the principal or immediate supervisor.

11.6 Administrative Approval

When a licensed teacher contracted with this District is placed in charge by a school administrator of a regularly assigned teacher's class, the regular teacher may leave such class only with the permission of the principal. Such permission shall be given only to allow such time to be used for preparation and other professional purposes approved by the principal.

11.7 Teacher Contracts

a. Prior to September 15 of each year, new, full-time, licensed teachers will be hired under regular contracts without one year addendum, unless hired to fill specific vacancies caused by leaves of absence or positions contingent upon the continuation of state or federal grants, experimental programs or other specially funded programs. After September 15 of each year, new, full-time, licensed teachers may be hired under one year or less than one year addenda, depending on time of hire date.

b. Any such addendum must be signed by the teacher and attached to the teacher's contract.

c. If any position being filled under an addendum becomes available for permanent employment, it shall be opened for voluntary transfer/reassignment. If the teacher filling the position under an addendum has received satisfactory evaluations, that teacher's application will be processed in the same manner and considered according to the same criteria as any other teacher's application for transfer.

d. If a teacher who has completed a one year addendum is hired for a permanent position and the teacher meets the requirements for post-probationary status under NRS 391, the teacher shall be hired as a post-probationary employee. In such case, employment worked under the addendum shall be counted toward seniority.

ARTICLE 12--PROFESSIONAL COMPENSATION

12.1 Salary Schedule

LICENSED SALARY SCHEDULE 2013-2014

Years Exper.	Degree B.A.	Degree B.A. + 16	Degree B.A. + 32	Master's B.A. + 48	Master's + 16 B.A. + 64	Master's + 32 B.A. + 80
1	$33,077.18	$34,570.60	$36,065.88	$37,557.46	$39,050.88	$40,784.59
2	$34,289.66	$35,783.09	$37,278.36	$38,768.09	$40,411.23	$42,146.78
3	$35,502.15	$36,993.72	$38,489.00	$39,980.58	$41,769.73	$43,507.13
4	$36,716.48	$38,211.75	$39,703.33	$41,194.91	$43,131.93	$44,867.48
5	$38,141.52	$39,636.79	$41,130.22	$42,619.95	$44,786.16	$46,523.56
6	$39,355.85	$40,849.28	$42,342.70	$43,832.43	$46,357.21	$48,092.77
7	$40,773.50	$42,268.77	$43,760.35	$45,251.93	$48,013.29	$49,746.99
8	$42,187.45	$43,684.57	$45,176.15	$46,667.73	$49,663.82	$51,403.07
9	$43,608.79	$45,102.22	$46,597.49	$48,085.37	$51,319.90	$53,057.30
10	$45,026.44	$46,521.71	$48,015.14	$49,504.87	$52,974.13	$54,711.53
11		$47,939.36	$49,432.78	$50,924.36	$54,632.05	$56,365.76
12		$49,355.15	$50,848.58	$52,342.01	$56,286.28	$58,019.99
13				$53,759.65	$57,940.51	$59,674.21
14					$59,592.89	$61,332.14
15					$61,248.97	$62,986.37
16						$64,640.60

LICENSED SALARY SCHEDULE 2014-2015

Years Exper.	Degree B.A.	Degree B.A. + 16	Degree B.A. + 32	Master's B.A. + 48	Master's + 16 B.A. + 64	Master's + 32 B.A. + 80
1	**$33,407.95**	**$34,916.31**	**$36,426.54**	**$37,933.03**	**$39,441.39**	**$41,192.44**
2	**$34,632.56**	**$36,140.92**	**$37,651.14**	**$39,155.77**	**$40,815.34**	**$42,568.25**
3	**$35,857.17**	**$37,363.66**	**$38,873.89**	**$40,380.39**	**$42,187.43**	**$43,942.20**
4	**$37,083.64**	**$38,593.87**	**$40,100.36**	**$41,606.86**	**$43,563.25**	**$45,316.15**
5	**$38,522.94**	**$40,033.16**	**$41,541.52**	**$43,046.15**	**$45,234.02**	**$46,988.80**
6	**$39,749.41**	**$41,257.77**	**$42,766.13**	**$44,270.75**	**$46,820.78**	**$48,573.70**
7	**$41,181.24**	**$42,691.46**	**$44,197.95**	**$45,704.45**	**$48,493.42**	**$50,244.46**
8	**$42,609.32**	**$44,121.42**	**$45,627.91**	**$47,134.41**	**$50,160.46**	**$51,917.10**
9	**$44,044.88**	**$45,553.24**	**$47,063.46**	**$48,566.22**	**$51,833.10**	**$53,587.87**
10	**$45,476.70**	**$46,986.93**	**$48,495.29**	**$49,999.92**	**$53,503.87**	**$55,258.65**
11		**$48,418.75**	**$49,927.11**	**$51,433.60**	**$55,178.37**	**$56,929.42**
12		**$49,848.70**	**$51,357.07**	**$52,865.43**	**$56,849.14**	**$58,600.19**
13				**$54,297.25**	**$58,519.92**	**$60,270.95**
14					**$60,188.82**	**$61,945.46**
15					**$61,861.46**	**$63,616.23**
16						**$65,287.01**

Compensation

In lieu of a cost of living or other salary increase if PERS implements a 2.25% increase in the PERS Contribution Rate effective on July 1, 2011 the Certified Salary Schedule will be increased by 1.125% to offset the 1.125% percent salary decrease per Article 12.2 on the effective date of the PERS Contribution increase.

* Pursuant to 2013 negotiations, step and column will be unfrozen for the 2014-2015 school year until further notice.

Salary Reopener

If any District bargaining unit receives an increase to it's salary schedule (exclusive of reclassification and adverse interest arbitration award) in excess of 1.125% during the term of this agreement, then this Agreement shall be automatically re-opened to negotiate over Article 12-Professional Compensation.

Signing Bonus and Longevity

a. Each new employee will receive a one-time additional recruitment incentive of $500. This one time recruitment incentive is not available to employees who terminate employment with the District and are subsequently rehired by the District after any break in employment.

b. A stipend of $800 will be added to the base pay of each certificated employee who has completed fifteen (15) years of eligible service in the Carson City School District. Effective for the 2012-2013 school year the stipend will be increased to $800.

c. An additional stipend of $900 will be added to the base pay of each certificated employee who has completed (20) years of eligible service in the Carson City School District. Effective for the 2012-2013 school year the stipend will be increased to $900.

d. Licensed employees shall be placed on the salary schedule according to credits earned after BA or BS but before being licensed.

NOTE: Leave of absence not counted as "eligible service."

12.2 Employer Paid Retirement

The Carson City School District agrees to pay the current cost of the employee's contribution to the Public Employees Retirement System.

1. When **increases** to the PERS Contribution Rate affecting teachers occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate increase:

    a. When teachers are not receiving a pay increase, the Licensed Salary Schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate NRS 286.421 (3).

b. When teachers are to receive a pay increase equivalent to one-half the amount of change to the PERS Contribution Rate there will be no change to the Licensed Salary Schedule.

c. When teachers are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, the pay increase will be reduced by the one-half difference in the PERS Contribution Rate Increase.

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

a. When teachers are not receiving a pay increase, the Licensed Salary Schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.

b. When teachers are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the Licensed Salary Schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.

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

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

12.3 Teaching an Additional Class

Any teacher at the departmental level, teaching an additional class on a supplemental contract over the number of classes to which he or she is assigned in accordance to the class schedule which comprises the full teaching load of the school, shall be compensated at 0.1 per cent of the 1 (first) step of the Master's Degree column per class instructional hour in addition to his or her contracted salary.

12.4 Terms and Date of Payment

a. All contracts are paid over a twelve (12) month period unless other arrangements are made with the superintendent.

b. Teachers terminating employment may request to have the earned balance of their contract paid upon termination.

12.5 Deductions

Persons wishing other District approved deductions from their salaries may make arrangements with the Carson City School District Fiscal Services Payroll Department. These deductions may include the credit union, tax sheltered annuities, income protection, dependent health insurance and IRS Section 125 qualified programs.

12.6 Movement of Non-Degree Teachers on Salary Schedule

Career-technical Non-traditional licensed teachers in the areas of career and/or technical education are permitted to move horizontally on the teacher's salary schedule. Any credit earned after employment in the Carson City School District can be applied to the salary schedule for column advancement if it meets the criteria for movement.

Instructors qualified to teach with a career-technical non-traditional license certificate must complete four (4) credits in any one or a combination of the three following areas of secondary education: methodology, curriculum, or human relations, before they can advance to the second column on the salary schedule. The criteria for the movement on the salary schedule shall be the same as for the teachers holding university degrees.

12.7 Undergraduate Credit

Undergraduate courses earned after September 1, 1985 that are intended for use in salary advancement must be submitted to the Office of Human Resources on official transcripts and meet one of the following criteria:

a. Course work is within the teacher's current certification, including major and minor;

b. Course work is within the teacher's current area of assignment;

c. Course work is within an additional certification or degree that has been approved by the Associate Superintendent of Human Resources;

d. Course work meets the State Department of Education requirements for re-certification. The repeat of specific course credits previously earned or credits obtained prior to September 1, 1985 will not count toward salary advancement.

ARTICLE 13--SUPPLEMENTAL COMPENSATION

This Supplemental Schedule for the Carson City School District covers extra services involving time and direction of projects outside the regular school program. Percentage amount is based upon step one (1) of the Master's Degree column.

13.1 Supplemental Salary Schedule.

Events-Boys-High School	Percentage
Baseball, Head Coach	8
Baseball, Assistant	6
Basketball, Head Coach	8.6
Basketball, Assistant	6

Football, Head Coach	8.6
Football, Assistant	6
Wrestling, Head Coach	8
Wrestling, Assistant	6

Events-Boys-High School (continued)	**Percentage**
Golf, Head Coach	4.8
Tennis, Head Coach	4.8
Soccer, Head Coach	6
Soccer, Assistant Coach	4.8

Events-Girls-High School	**Percentage**
Softball, Head Coach	8
Softball, Assistant	6
Basketball, Head Coach	8.6
Basketball, Assistant	6
Volleyball, Head Coach	8
Volleyball, Assistant	6
Golf, Head Coach	4.8
Tennis, Head Coach	4.8
Soccer, Head Coach	6
Soccer, Assistant Coach	4.8

Events-Coeducational-High School	**Percentage**
Track and Field, Head Coach	8
Track and Field, Assistant	6
Cross Country, Head Coach	6
Cross Country, Assistant	4.8
Ski Club, Head Coach	6
Ski Club, Assistant	4.8
Swim Coach	6
Spirit Coach	6 per season (two seasons per year)
Dance/Drill/Pom Coach	6
Assistant Spirit Coach	4.8 per season (two seasons per year)
Student Council Advisor	6

Events-Middle School	**Percentage**
Basketball, Boys	4.8
Basketball, Girls	4.8
Track and Field, Boys	4.8
Track and Field, Girls	4.8
Wrestling	4.8

Cross Country: Head	4.8
Assistant	3.6

Note: If participation drops below 40 students, no assistant

Events-Middle School (continued)	**Percentage**
Volleyball, Girls (2 positions)	4.8
Middle School Intramurals	6

Other Positions	**Percentage**
Athletic Director	9
High School Class Sponsors:	
Freshman Sponsor	0.25
Sophomore Sponsors (4 positions)	0.5
Junior Sponsors (4 positions)	0.75
Senior Sponsors (4 positions)	1
High School Choral Director	10
High School Band Director	10
Yearbook Advisor, High School	6
Yearbook Advisor, Middle School	4.8
C Unity Club Advisor	1
Senator Pride Advisor	1
Elementary Yearbook Advisor	2
Newspaper Advisor, High School	3
Newspaper Advisor, Middle School (as part of journalism class)	2
Newspaper Advisor, Middle School (extra-curricular activity)	3
Student Council/Leadership Advisor, Middle School	6
Drill Advisors, Middle School	4
Dramatics, High School	
Major productions, musicals, all school	4
Minor productions, with class	2
Maximum of 10% per year	
Speech, High School per meet	1
Maximum of 6% per year	
Nationally Recognized Club Advisors, High School	1
Qualify/attend state/district/regional competition	0.5 (total)
High School Lead Counselor	7
Qualify/attend national competition	0.5

Computer Technologies	5
Department Heads, High School	10% + 3 days

Other Positions (continued)	**Percentage**
Department Heads – Middle School – Department Heads in each middle school will be recognized for each of the following:	
Math	8
Science	8
Social Studies	8
English Language Arts	8
Special Education	8
Vocational / Fine Arts	8
P.E. / Counselor	8
Department Head – Student Support Services (Contingent on continued grant funding)	10% + 3 days
NJROTC Activities, Instructor	6
NJROTC Activities, Assistant	5
School Psychologists	10
Response to Intervention/ Instructional Consultation Team	3
Response to Intervention/ Instructional Consultation Team Facilitator	5
GATE Program Site Coordinators	3

Pioneer High School:	**Percentage:**
Student Council/Leadership Advisor	3
Yearbook Advisor	3
Speech and Debate	3

Dollar value will be determined by multiplying the amount given in step one (1) of the Master's Degree column by the indicated base percent for each specified assignment. The following longevity increments will apply to teachers:

5-9 years	Step one of the Master's Degree Column + $50.00*
10+ years	Step one of the Master's Degree Column + $75.00*

*Requires consecutive years in same supplemental assignment.

The number of coaches for each athletic program, and the addition of new authorized sports, will be determined by the School Board.

It shall be an administrative decision as to the make-up and number of Response-to-Intervention Teams at each building site.

13.2 Licensed Hourly Rate

a. The licensed hourly rate will be .07286 percent of step one (1) of the Master's Degree column.

b. The following positions will be paid on the licensed hourly rate:

1. Adult Education Program;
2. Effective for the 2004-2005 school year teachers required by their Principal to work in excess of the regular school day (7 hrs., 30 min.) on School Improvement Plans (S.I.P.) will be paid the licensed hourly rate.

13.3 Inclusion in PERS

a. School Psychologists: Upon the authority of the superintendent or designee, school psychologists can be contractually assigned to work five days prior to and five days after the regular school year. This income is subject to Nevada PERS.

b. High school counselors can be contractually assigned to work 15 days during the summer. This income is subject to Nevada PERS.

c. Middle school counselors can be contractually assigned to work 10 days during the summer. This income is subject to Nevada PERS.

d. Teachers in charge of or working at PDC can be contractually assigned to work 10 to 15 days during the summer. This income is subject to Nevada PERS.

e. Teachers working at the prison on an extended-year contract shall have the additional income subject to Nevada PERS.

f. Certified librarians can be contractually assigned to work up to 10 additional days per contract year. This income is subject to Nevada PERS.

13.4 Credits Earned After BA or BS but before Licensure

a. Those individuals employed in the Carson City School District prior to July 1, 1990, and who have reached the top salary column and have obtained additional credits will continue to receive the yearly stipend* they now receive based on the number of credits earned as of July 1, 1990. They will not be paid for credits earned after July 1, 1990.
*Employees shall receive compensation for credits at the rate of ten dollars per credit ($10.00/credit) to a maximum of thirty (30) credits or three hundred dollars ($300.00).

Any employee who has missed applying for the compensation may apply for the following school year.

b. Those individuals who have received credits but have not obtained enough to move on the columns will receive any supplemental pay for credits earned, but will be eligible to move on the columns when they have received enough credits to do so.

c. Credits must qualify according to the criteria set forth in Section 12.7 or be approved by the Human Resources Director.

13.5 Supplemental Pay for Teaching at the Prison

a. Commencing September 1, 1988, and continuing during the effective dates of the Comprehensive Agreement, those licensed employees who are assigned full time duties at the State penal institutions located in Carson City, Nevada, shall receive a supplemental salary of one hundred dollars per month ($100.00/month) for the full twelve (12) months that they receive their regular pay.

b. This supplemental salary shall be in effect only so long as the Board determines that there are sufficient funds outside the general fund available for this purpose. In the event that the School Board determines that funds are not available, the Association will be notified and will be given the opportunity to address the School Board regarding its decision to discontinue the supplemental salaries provided in this section.

Prior to the removal of a licensed employee from a supplemental schedule position, the employee shall be given, in writing, the reasons for such removal. If the employee disagrees with the reasons, he/she shall have ten days, from the date of receipt, to request a hearing, and an appeal hearing will be scheduled in front of the Board of Trustees in a closed session.

Prior to the end of the school year, the District shall prepare a tentative schedule, showing supplemental positions and those employees who are expected to fill the positions for the following year. The District may request confirmation from the employees of their intent to accept the position.

After prior consultation with the Association, the District may augment the positions provided in the supplemental schedule. In such event, the District and Association shall establish supplemental pay for the position prior to the District advertising the position in the same manner as other vacancies.

ARTICLE 14–CURRICULUM AND INSTRUCTION

14.1 Textbooks

Textbooks and supplementary material shall be considered instructional aids and shall be provided in sufficient quantities based on class enrollment and subject to budgetary constraints.

14.2 Supplies and Equipment

Written recommendation submitted by teachers concerning the quality and durability of supplies and equipment shall be considered when ordering or re-ordering. Teachers shall retain a copy of the requisition form whereupon they have requested supplies and equipment and shall be informed of the disposition of their request upon inquiry of the principal, or the person responsible for ordering said material. The School District will provide all supplies necessary for classroom instruction in sufficient quantities based on class enrollment and subject to budgetary constraints.

14.3 Excessive Noise

The District will make all reasonable efforts to avoid having noisy building/grounds repair and maintenance tasks interfere with the learning environment of the classroom.

14.4 Team Teaching

Unless otherwise requested by the team teachers, the District will make reasonable effort to maintain full staffing in the event team teachers are absent. Additionally, reasonable effort will be made to not disrupt the team teaching classroom to cover other staffing needs. Substitute teachers will be used when possible. This subsection cannot be grieved beyond step 2.

ARTICLE 15–NOTIFICATION OF VACANCIES AND PROMOTIONS

15.1 Supplemental Vacancies

a. Other than vacancies in those supplemental positions listed below, which are to be filled with preference to persons employed within a specific school, vacancies which occur in professional positions in the Carson City School District at any time during the school year shall be posted in the individual schools throughout the School District as well as on the bulletin board in the administration building and on the school district website.

Annual Advisor, High School
Annual Advisor, Middle School
Elementary Yearbook Advisor
Newspaper Advisor, High School
Newspaper Advisor, Middle School (as part of journalism class)
Newspaper Advisor, Middle School (extra-curricular activity)
Student Council/Leadership Advisor, Middle School
Spirit Coach, Middle School
Dramatics and Speech, High School
Department Heads, High School
Response to Intervention/Instructional Consultation Team
Class Advisor, High School

b. Supplementary positions filled by persons other than licensed personnel of the Carson City School District (classified employees, community people) are to be announced as vacant for three consecutive years. After three consecutive years, supplemental positions filled by a person other than a Carson City teacher do not have to be announced as vacant until such time there is a change in the scope and duties of the position or a change in the person filling the position.

15.2 Vacancies during Vacation Periods

Teachers who desire to apply for a promotional or transfer position which may be filled during the summer vacation period may submit their names to the Human Resources department together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Human Resources department shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice and application forms shall be sent to the address provided by the teacher at least ten (10) days before the final date when the applications are to be submitted.

15.3 Promotional Vacancies

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

15.4 Notification of Vacancies and Promotions

While actively seeking a permanent appointment, nothing in this contract shall be construed to prohibit filling a vacancy by temporary appointment of a licensed person pending the selection of a permanent appointee.

15.5 Voluntary Transfer or Reassignment

a. Definitions: A **transfer** is the movement of a teacher from one work location to another work location at a different work site. **Reassignment** is the movement of a member of the bargaining unit from one assignment/subject area to another assignment/subject area or one grade level to another grade level at the same work site.

b. Requests for transfer or reassignment shall be made on forms provided by the District. The form shall contain the specific position for which the transfer/reassignment is requested.

c. If two or more teachers have requested transfer or reassignment to the same position, and if a license for the position is held by each, the District shall consider the following factors, equally weighted, in making the transfer or reassignment:

1. The qualifications of the teachers

(a) Teaching license
(b) Multiple endorsements
(c) Past professional experience in the assignment
(d) Career experiences

2. Seniority

(a) District experience in the requested assignment
(b) Overall District experiences at the specified assignment level (i.e., primary, intermediate, middle school, high school)

3. The best interest of the students

(a) Major in the subject
(b) Experience with students in school and community extra-curricular activities
(c) Experience with students having special needs

4. The needs of the District

(a) Transfer or reassignment should not have an adverse impact on unique programs or services

(b) Compatibility with students, staff, administration and parents

In weighing the above factors, evaluations and other information contained in the personnel file may be referenced.

d. If the highest rated teacher according to the factors listed in Section "c" or the most senior teacher is not recommended for a transfer or reassignment, such teachers may request a conference with the principal or supervisor regarding reasons for the decision and, if requested by the teachers, these reasons shall be provided in writing.

e. If the most senior teacher is not chosen for a transfer or reassignment, this teacher shall be given special consideration for the next transfer or reassignment for which he or she meets the qualifications and is the most senior applicant.

If the most senior teacher is not chosen for a transfer or reassignment for three consecutive years, this teacher shall be given priority for the next transfer or reassignment for which he or she meets the qualifications and is the most senior applicant.

f. All teacher applicants for announced transfer or reassignment positions will be interviewed. If a position is not filled by one of the transfer or reassignment applicants the position will be advertised and filled according to normal procedures.

g. Teachers will not be able to transfer within the District when a vacancy occurs after the beginning of instruction unless the District and affected administrator(s) determines it is in the best interest of the students. At the option of the District the vacancy will be filled

with a long-term substitute, one-year contract or on a permanent basis with an "in-house" transfer. If the vacancy is to be filled on a permanent basis with an "in-house" transfer the vacancy must be advertised within the District for 5 days to allow for voluntary transfer requests. Qualified applicants for voluntary transfer would be able to interview for the vacancy, however, if selected to fill the vacancy, the teacher would not be transferred until the following school year. A long term substitute or one-year contract teacher would fill the vacancy for the remainder of the school year in which the vacancy occurred.

Once a teacher has accepted the transfer only the administrators at the two schools involved in the process can release the teacher from the obligation to transfer. Any request by the teacher to nullify the transfer must be filed with the affected administrators in writing no later than July 1st of the year the transfer is to be effective. If the teacher is released from the obligation to transfer, the vacancy will not be reopened for transfer within the District but will be filled from outside applicants. All qualified District licensed employees may apply during the period of accepting outside applications. If this position is not filled by the start of educational instruction, then Article 15.5 (g) will begin again.

h. No teacher so transferred or assigned shall suffer loss of salary, fringe benefits or seniority.

i. The District shall provide the President of the OCEA with an updated seniority list no later than September 30th of each school year; however, if an announced transfer or reassignment position is made, a teacher may, upon request, be informed of his or her seniority at that time.

15.6 Involuntary Transfer or Reassignment

District-wide seniority for post-probationary teachers as used in this section (15.6) shall be defined as the total length of "continuous" employment with the District. Each teacher's effective date of hire for seniority purposes under this Article shall be the original date of employment with the District. If more than one affected teacher has the same date of hire, seniority will be determined by the order in which the teacher was approved for employment by the Board of Trustees with the first approved being the most senior and so on. If the order cannot be determined by the above method, seniority will be based on the earliest date the teacher's signed letter of intent, to be employed by the District, is received by the Human Resources office. If seniority cannot be determined by the above method, seniority will be determined by a lottery designed by the District in consultation with the Association, with the first name drawn as the most senior and so on. Any teacher who has at any time terminated employment with the District for voluntary or involuntary reasons shall establish a new date of original hire on that date the teacher was reemployed. Any post–probationary teacher whose termination was due to a reduction in force under Article 20 shall use their original date of hire if recalled under Article 20. Service rendered beyond the normal school year shall not add to a teacher's seniority.

a. The District shall always seek voluntary transfers or reassignments to facilitate class number or class location changes, prior to instituting an involuntary transfer or reassignment.

b. Involuntary transfers or reassignments shall only be made for the following reasons: (1) as the result of a reduction in force pursuant to Article 20; (2) a change in the number of classes at a particular location; (3) some combination of closing or opening new or old schools; or (4) other justifiable reason.

c. If a particular class is moved to another location during the school year, a teacher from that class at the old location shall be given first priority for the new location.

d. Employees who are involuntarily transferred or reassigned during the school year shall be given ten working days advance notice prior to the effective date of the transfer or reassignment. The District shall provide assistance in moving the employee's classroom materials.

e. When a location is designated for involuntary transfer, the District shall first select probationary employees at the designated site. If it is necessary to transfer a post-probationary employee, the District shall select the employee from the designated site to be transferred on the basis of seniority, with the least senior employee transferred first.

f. For a period of five years following an involuntary transfer, the employee will be guaranteed voluntary transfer to another available position in his/her former school, for which he/she is qualified. Such transfer shall take place prior to the beginning of the school year. If the employee turns down any available position twice in his/her former school, for which he/she is qualified the employee loses the priority provided by this section and may apply for future vacancies under Article 15.5 (Voluntary Transfer). If there are more than one involuntarily transferred teacher seeking an available position, then the teacher with the most seniority shall be approved for transfer. Once a teacher is voluntarily transferred to another position, the priority granted by this paragraph shall end.

15.7 Restructure/Reorganization

In the event a school(s) is required to restructure, the District and the Association will meet and confer prior to any restructuring, regarding the unique needs of the school(s) impacted and attempt to collaboratively develop a plan for implementation.

If unable to develop an implementation plan, the District reserves the right to implement involuntary transfers outside of the process of Section 15.6.

15.8 Internships

All job announcements for internship positions will include and highlight in bold letters a warning clause:

Employees seeking a promotion to this internship position will not be guaranteed return to their former position.

15.9 Teachers on Special Assignment

All job announcements classified as "Teacher on Special Assignment" will include and highlight in bold letters a warning clause:

"Teachers seeking appointment to a special assignment position will not be guaranteed return to their former position should their assignment last more than one school year."

ARTICLE 16--LEAVE

16.1 Sick Leave

Each full-time employee of the Carson City School District shall be credited with fifteen (15) days of sick leave at the beginning of the school year. Pay deductions are not made when sick leave days are used for the defined purposes. There shall be no limit as to the accumulation of sick leave if service is continuous. The full fifteen days of sick leave are not earned until the teacher has completed the entire school year.

a. Personal illness or accident is defined as illness or accident to the employee. A doctor's statement may be requested for any absence, but it is mandatory after ten days. This mandatory doctor's statement will include the anticipated length of absence and the reason for the absence. Before the employee may return to his or her normal duties, a doctor's release must be submitted to the superintendent or his designee.

b. For the absence due to the conditions stated above, beyond the accumulated sick leave allowance, pay deductions will be made in proportion to the basic salary per day based on the number of days stated on the contract.

c. Termination of employment automatically erases any sick leave benefits except as provided in NRS 391.180 (6). Re-employment after termination begins another term in the accumulation of sick leave.

d. Sick leave allowance is granted only under the legal designation, personal illness, or because of serious illness, accident, or death of a member of the immediate family. Failure to report to work because of weather conditions, road conditions, or any reason other than those reasons stated by law will require a per diem deduction from the salary of the person.

e. Teachers who begin employment after the start of the school year or terminate prior to the end of the school year, will earn sick leave on the basis of the following formula:

$$\frac{\text{Contract days worked}}{\text{183 Days}} \times 15 \text{ days} = \text{sick leave days earned}$$

f. In the event any employee does not complete the number of days required by his/her contract, the number of such days used in excess of the number of pro-rated days earned will be deducted when the final pay of the terminating employee is computed.

g. Teachers under contract who are employed for a minimum of four hours per day during the school year shall be members of the sick leave plan on a pro-rated basis (1/2 of 1 1/2).

h. The District shall include a report of accumulated sick leave and accumulated personal leave on the bi-monthly pay stubs. On October 30, the District shall provide, in writing, each teacher's placement of years and column and sick leave bank membership.

i. Under no circumstances will an employee be paid for more sick leave than is indicated in his/her account. In cases of dispute concerning the number of days of sick leave an employee has in his/her account, the records maintained in the Human Resources office will be considered as the official record.

j. Each year, a teacher with more than 165 accumulated sick leave days may convert 15 sick leave days to 2 personal leave days. A teacher may convert a maximum of 15 sick leave days to 2 personal leave days per contract year. The teacher must always maintain a sick leave balance, after conversion, that is equal to or greater than 150 days in order to be able to convert personal day must notify the District by September 30th (Proposal to change to 10/31 due to 9/15 payroll) on a form provided by District Finance.

16.2 Family Illness/Bereavement Leave

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

16.3 Maternity Leave and Child Adoption Leave

a. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom and any temporary disability resulting therefrom shall be treated as any other temporary disability for all job-related purposes under the provisions of sick leave. Immediately following the birth of his/her baby, a teacher will have the option of taking six (6) weeks of maternity leave of absence or up to a maximum of twelve (12) weeks of Family Medical Leave under the provisions and subject to the requirements of the Family Medical Leave Act. FMLA leave will be concurrent with any maternity leave.

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

1. A maximum of six (6) consecutive weeks paid adoption leave will be permitted to either the mother and/or the father, but not simultaneously to begin immediately upon receiving the child. Leave beyond six (6) paid weeks may be granted under the provisions of the Family Medical Leave Act. FMLA leave will be concurrent with any adoption leave.

2. Adoption leave will be granted only for children who are between the ages of birth to six (6) years of age at the time of adoption.

3. The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.

16.4 Leave without Pay

Leave of absence without pay for a school year may be granted by the School Board to regularly appointed teachers who have completed at least three continuous years of service to the District, upon written request to the School Board, prior to May 10, preceding the year of requested absence. Leave without pay may be granted for the following reasons or such other reasons that the School Board feels appropriate: a) approved study; b) approved travel; c) exchange with teacher within another school system; d) health; e) child rearing; f) service in and for the armed forces of the United States; and g) service in an elected public office.

a. All teachers who are on leave of absence without pay must notify the Carson City School District Human Resources office, in writing, of their intent to return to teaching in the Carson City School District. This written notification must be received by the Carson City School District Human Resources office on or before March 15. Failure to comply will terminate the re-employment agreement.

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

c. Teachers granted a leave of absence will return to duty at the same status on the salary schedule unless the teacher has qualified for advancement as shown at the date the leave was granted. The teacher will be returned to the District in a position comparable to the one formerly held before the leave of absence. High school staff would return to the high school; middle school staff would return to the middle school; and elementary staff would return to an elementary position within a three-year student age range. He/she shall also be credited with the unused sick leave accumulated and personal leave accumulated at the time the leave of absence was granted.

d. Teachers who are granted a leave of absence without pay will have their benefits (salary, health insurance, PERS and sick leave) prorated according to days worked.

16.5 Military Leave

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

16.6 Sabbatical Leave

Certificated employees who have seven (7) or more years of continuous service in the Carson City School District may be eligible for a sabbatical leave under the following conditions:

a. Applications for sabbatical leave must be submitted to the Human Resources office no later than March 1 of the school year immediately proceeding the year of the sabbatical.

b. Applicants must submit a formal education plan for the sabbatical year, which includes full-time study at an accredited college or university (minimum = the minimum number of credit hours which meet the requirements for full-time study at the attending college or university for each semester of the sabbatical leave). The educational plan should focus upon improving professional educational skills.

c. Successful applicants will be entitled to one-half (1/2) salary during the sabbatical leave. The School District will also provide employer paid retirement benefits as provided in Article 12.2 and group health insurance as provided in Article 17.1.

d. Successful applicants must provide a surety bond in the amount of the sabbatical stipend to ensure that they will return to the Carson City School District and serve a minimum of two (2) years following completion of the sabbatical leave.

e. After completion of the sabbatical year, returning employees must submit a formal written report to the Board of Trustees.

f. Certificated employees will receive a service increment for the sabbatical year.

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

h. No more than two (2) certificated employees may be on sabbatical leave from the Carson City School District during any academic year.

The Joint Advisory Committee will meet and review all applications and select the candidates for the sabbatical. Applications will be prioritized, and the highest ranking will be offered the opportunity for sabbatical leave. In the event that one (1) or more of the highest ranking candidates is unable to proceed with the sabbatical leave, the opportunity will be offered to the next highest ranking candidate.

16.7 Absence for Professional Purposes

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

16.8 Absence for Jury Duty

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

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

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

d. Employees will contact their supervisors' before each day of jury duty to indicate that their jury obligation is still in effect.

16.9 Paid Leave for Personal Business

a. All full-time teachers will be entitled to two (2) days of personal leave with pay to be credited at the beginning of each school year. In the event a teacher does not complete the school year, the current year's personal leave will be pro-rated on the following scale:

93 to 183 days worked = 2 days of personal leave
45 to 92 days worked = 1 day of personal leave
Current year personal leave days already spent at the time of termination will be recuperated by the Carson City School District from the final check or if the employee is returning, following an approved leave of absence, as a deduction from the next year's annual accrual.

b. Personal leave days granted in accordance with this Article will be granted without any limitation on the purpose for the use of such leave and shall only be limited by the provisions of 16.9 (c and d) as stated below.

c. Employees eligible for personal leave shall notify their principal and/or supervisor, in writing, of the intended use of a day of personal leave at least five (5) school days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible.

d. Personal leave days will be approved by the principal and/or supervisor, in writing, whenever the requests do not jeopardize the instructional program in terms of the number of requests per building and the availability of satisfactory substitutes. The determination of whether or not the instructional program would be jeopardized and the availability of satisfactory substitutes will be made solely by the principal and/or supervisor. Teachers may take this leave in increments of not less than one-half day, i.e. 3.75 hours.

e. There shall be no limit as to the accumulation of personal leave if service is continuous. Yet, at no time may a person use more than five days in any one school year.

f. Employees who voluntarily terminate will be eligible for pay for unused personal leave held at the time of termination. Accumulated personal leave will be paid at the following specified percentage of his/her contractual daily rate of pay.

1. For licensed employees with ten but less than fifteen years of service, at 15%.

2. For licensed employees with fifteen, but less than twenty years of service, at 20%.

3. For licensed employees with twenty or more years of service, at 25%.

16.10 Absence for Personal Business

a. Absence without pay may be authorized by the superintendent for purposes which he considers urgent and which shall be deducted from the employee's salary in the amount of 1/183 or 1/184 of the base contract salary. The employee shall make application for such authorization at least ten (10) days in advance of the occurrence, or if advance application is not possible, not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decisions for such absence. The approval of the principal or the director involved will be required. Involuntary absence not heretofore provided for may be excused by the superintendent. The employee shall make application to the superintendent immediately for excuse for such absence and deductions shall be made in accordance with 1/183 or 1/184 of the contracted base salary, unless such deductions are specifically waived by the School Board on recommendation of the superintendent of schools.

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

16.11 Leave Policy for Negotiations

The Ormsby County Education Association will be granted leave with pay for the purpose of its members participating in fact-finding, mediation or arbitration with the School Board or its representatives. The length of this leave is not to exceed fifteen (15) teaching days per school year for the aggregate of all teachers granted leave under this provision. The Association agrees to have no more than two (2) teachers away from any one department at any one school at the same time under the terms of this leave, but in any event no more than a total of five (5) teachers may be granted such leave at any one time. The number of teachers granted such leave and the aggregate of fifteen (15) days may be exceeded upon written request to the superintendent. If the superintendent denies the Association's requests, he will notify the Association president, in writing, as to the reasons for his denial. The Association agrees to reimburse the School District for salaries paid to substitutes hired.

16.12 Payment for Unused Sick Leave

Employees represented by the bargaining unit who have completed ten (10) or more years of consecutive service and who voluntarily terminate will be eligible for pay for unused sick leave held at time of termination.

In lieu of pay the teacher may choose to direct the District to forward to an insurance company, or directly into PERS (subject to PERS regulations), an amount equal to the percentages specified below subject to any federal tax obligations imposed by law.

a. Accumulated sick leave will be paid at the following specified percentage of the established sick leave pay out rate of accumulated sick leave effective July 1, 2005 to June 30, 2006 for a maximum of 200 days for any one individual.

1. For licensed employees with ten, but less than fifteen years of service, at 45 percent of the established sick leave pay out rateof accumulated sick leave;

2. For licensed employees with fifteen, but less than twenty years of service, at 50 percent of the established sick leave pay out rate of accumulated sick leave;

3. For licensed employees with twenty or more years of service, at 60 percent of the established sick leave pay out rate of accumulated sick leave.

4. The above the established sick leave pay out rate has/is increased to: (a) $75.00 [est. 7-1-05]; (b) $76.50 [est. 7-1-06]; (c) $79.60 [est. 7-1-07]; and (d) $85.00 [est. 7-1-12].

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

Employees who do not give notification by April 10 will receive payment by the end of the following year.

c. The value of a licensed employee's unused sick leave, whether earned while in the Carson City School District or brought from another Nevada school district, shall be paid to the

estate of any licensed employee who dies while in the employment of the District at the rate of said employee's daily rate of pay regardless of number of years of service to Carson City School District at time of death.

16.13 Leave for OCEA President

The superintendent shall grant, upon written request from the president of the OCEA, ten (10) days leave, with Association reimbursement to the District limited to the substitute pay scale, during his/her term of office, for services to be rendered to the Association. If the superintendent determines that such leave will benefit the District, the costs of the leave will be borne by the District. Additional leave for other Association members may be granted upon application to and approval by the superintendent. The superintendent shall not unreasonably deny these requests.

16.14 Leave for NSEA President

The District shall allow full-time release for any member of the local Association elected to serve as President of the NSEA, not to exceed two terms or six years. At the end of his/her presidency or six years, whichever occurs first, the teacher will return to the District in a position comparable to the one formerly held before the leave. High school staff would return to the high school; middle school staff would return to the middle school; and elementary staff would return to an elementary position within a three-year student age range. This position will be in an area in which he/she is qualified to teach, and at the same column and step he/she held at the time of the leave.

The NSEA will reimburse the District for the total amount of the salary and fringe benefits which include the total PERS contribution, SIIS, and health insurance package. The employee will not accumulate sick leave or personal leave during his/her absence, but upon return, all leave time held at the time of release will be credited to the employee.

Failure of the employee to return at the end of his/her presidency or four years, whichever occurs first, will be considered as a resignation from the District.

16.15 Sick Leave Bank: Long Term Disability

Under this Agreement, teachers covered by this contract may become members of the sick leave bank by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank is to assist teachers only who have long-term illness or long-term disabilities and who have exhausted their sick leave accumulation. All information given to the OCEA Sick Leave Committee shall be kept confidential.

a. Only teachers who have contributed to the bank are eligible for benefits. The teacher must provide the following information:

1. A written letter from a physician stating the need for work release, medical basis and expected duration of absence.

2. A written letter from the teacher requesting time off and a copy of their record of absences and a reason for extended absences longer than three (3) days. This information may be obtained from the District Office.

b. Benefits are available only to members of the sick leave bank who have been employed by the Carson City School District for a minimum of three (3) years.

c. The maximum lifetime number of days which any one person can be granted from the bank during his/her periods of employment with the Carson City School District is sixty (60) days.

d. Applicants for benefits from the sick leave bank must make application through the OCEA Sick Leave Bank Committee. The OCEA Sick Leave Bank Committee will then make a recommendation to the Board of Trustees. The decision of the Board is final.

e. At the beginning of each school year there will be a nine (9) week open enrollment period. Eligible teachers must notify the Human Resources office on District provided forms at each building, of their desire to participate in the bank.

f. Those teachers enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resources office in writing of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the enrollment period, and will not result in reinstatement of the time contributed to the bank.

g. When the total number of days in the Sick Leave Bank is reduced to sixty (60) days or less, the OCEA Sick Leave Bank Committee will inform the bank membership that a special assessment of (1) one sick leave day per member will be made to reimburse the bank.

h. The maximum anyone can contribute to the sick leave bank at any one time is (1) one sick leave day.

i. The following guidelines shall be used in determining whether a request is granted or denied by the OCEA Sick Leave Bank Committee.

1. Days requested should be taken consecutively or as recommended by the prescribing physician.
2. Days will NOT be granted for bereavement, stress related illness, drug rehabilitation or depression, unless hospitalized.
3. Days will NOT be granted for any (non-life threatening) elective surgery that can be postponed until school is not in session.

j. The OCEA Sick Leave Bank Committee reserves the right to request any other information they may need to determine the granting or denial of a request.

ARTICLE 17--INSURANCE

17.1 Group Health Insurance

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

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

c. The Association will allow the District to add a maximum of one (1) additional medical plan option to the 4 existing medical plans which may be selected by employees during open enrollment periods as an alternative to the existing group medical care coverage. This provision shall remain in full force and effect through December 31, 2010, and may continue after December 31, 2010, by mutual written agreement of the parties.

17.2 Group Life Insurance

a. The School District will provide a $20,000 Life Insurance Policy for each full-time employee in accordance with the terms of the Life Insurance Policy in effect at the time of the employee's death. Any reduction below $20,000.00 policy amount will be negotiated by the parties.

b. That Carson City School District will contribute the single employee premium for all full-time licensed employees.

c. If available from the District indemnified insurance carrier, certificated employees may have the option of purchasing additional life insurance on the payroll deduction plan.

17.3 Schedule 125 Flexible Benefit Plan

The School District and the Association will make available to employees a flexible benefit plan.

17.4 Section 457 Plan

Effective July 1, 2003 teachers retiring or terminating employment with compensation due in connection with unused personal leave, sick leave or other separation payments will be paid in

the form of deferred compensation through a defined 401(A) special pay plan with a third party administrator. Employees are immediately 100% vested in all contributions to the plan.

17.5 Insurance Sales

No salesman or sales literature shall be allowed access to licensed staff, their mailboxes or school property (i.e., faculty lounges) without the prior authorization of the OCEA President and subject to the subsequent discretion of the superintendent.

ARTICLE 18--CALENDAR

The School Board, or its designee and the Association president will cooperatively formulate a variety of plans with consideration of input from various recognized employee organizations and Silver Sage PTA for the integration of traditional Winter and Spring vacations into the school calendar by March 15. Teachers will vote for the plan they prefer by April 1. The counting of ballots will be done by the School Board or its designee, and the Association president or his/her designee. The response of the majority of teachers participating in the vote will determine the winter and spring vacations. The School Board will reserve the right to determine all other aspects of the school calendar. For purposes of this Article, variety is defined as two (2) or more plans.

ARTICLE 19--GENERAL SAVINGS CLAUSE

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

ARTICLE 20--PROCEDURES FOR REDUCTION IN WORK FORCE (RIF)

20.1 Reasons for RIF

The School District retains the right to determine when a reduction-in-force layoff is necessary, the number of individuals whose employment must be terminated, and the areas of instruction and/or School District operations within which such reductions in force will occur. The OCEA president will be notified of any such reduction and OCEA will be given opportunity to confer and consult with the District prior to any such reduction.

20.2 Post-Probationary RIF

Article 20, "Procedures for Reduction in Work Force," will apply only to post-probationary teachers. The School District will retain the right to dismiss or refuse to reemploy probationary teachers in accordance with NRS 391.

20.3 Procedures for RIF of Probationary Teachers

In the event that the teaching force must be reduced, the initial reduction will start with probationary teachers as defined in NRS Chapter 391. The School District reserves the right to retain a probationary teacher if, in the opinion of the superintendent, the probationary teacher is needed to maintain a program, course of study, or perform a needed function within the School District which no post-probationary teacher is qualified to fill.

Except as provided above, probationary teachers shall be reduced by using the following procedure:

1. Teachers in their first year of probation shall be considered for reduction first, based on District seniority as defined in Article 20.5;
2. Teachers in their second year of probation shall be considered for reduction, based on District seniority, after all first-year probationary teachers have been reduced;
3. Teachers in their third year of probation shall be considered for reduction, based on District seniority, after all second-year probationary teachers have been reduced.

20.4 Procedures for RIF of Post-Probationary Teachers

In the event that further staff reduction that will include post-probationary teachers is necessary then, after considering the District's unique educational or instructional needs, seniority as defined in Article 20.5 shall determine the order in which remaining teaching staff will be reduced. However, no teacher qualified to teach a particular assignment or grade level as evidenced by a current valid certificate by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment.

The unique educational or instructional needs of the District may include, without limitation, a consideration of the following factors:

1. Whether the teacher is employed in a position which is hard to fill;
2. The type of licensure or type of degree attained by the teacher;
3. Endorsements or certifications attained by the teacher;
4. Trainings or skill sets that a teacher possesses that meet unique or program needs of the District;

20.5 Seniority Definition for RIF

District-wide seniority for probationary and post-probationary teachers shall be defined as the total length of "continuous" employment with the District. Each teacher's effective date of hire for seniority purposes under this Article shall be the original date of employment with the District.

After the application of seniority then the following items may be considered by the District to reduce a more senior teacher before a less senior teacher.

1. Past performance evaluations of the teacher within the District;
2. The disciplinary record of the teacher within the District;
3. The criminal record of the teacher, if any.

If there is still more than one affected teacher after the above items have been considered, seniority will be determined by the order in which the teacher was approved for employment by the Board of Trustees with the first approved being the more senior and so on. If the order cannot be determined by the above method, seniority will be based on the earliest date on the teacher's signed letter of intent, to be employed by the District, is received by the Human Resources office. If seniority cannot be determined by the above method, seniority will be determined by a lottery in accordance with section 20.6. Any teacher who has at any time terminated employment with the District for voluntary or involuntary reasons shall establish a new date of original hire on that date the teacher was re-employed. Any post-probationary teacher whose termination was due to reduction in force under this Article shall use their original date of hire if recalled under this Article. Service rendered beyond the normal school year shall not add to a teacher's seniority.

20.6 RIF Lottery

The relative seniority of teachers with the same seniority date as defined in 20.5 above shall be determined, if and when it is necessary, by a lottery designed by the District in consultation with the Association, with the first name drawn as the most senior and so on.

20.7 Recall

a. Any administrator laid off due to reduction in force pursuant to the CCAA contract shall, for purposes of recall, also be known as post-probationary teacher provided they also meet the requirements for post-probationary teacher status as defined by NRS. Any post-probationary teacher laid off pursuant to this Article shall for a period of two years have recall rights to any position the teacher may become qualified for and shall be recalled to such available position in the professional category in inverse order of the reduction of work force. Any teacher who is offered re-employment under this section and does not accept will not hold any further rights under this Article.

b. Any teacher re-employed by exercising the recall rights shall be given the same salary rank and grade as when laid off and shall be given all unused sick leave and other benefits held when laid off. A recalled teacher will not accumulate benefits during the lay-off period.

c. An Administrator laid off pursuant to CCAA contract would only be subject to this section and has no further protection under this negotiated agreement until such employee is placed into a teaching assignment.

ARTICLE 21–TENTATIVE AGREEMENT PROCEDURE

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

21.1 Signing Off of Tentative Agreements

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

21.2 Re-Opening of Tentative Agreements

The subject matter of any provision for collective bargaining agreement between the Association panel and the School Board panel which has been initialed in accordance with paragraph 21.2 above may not be re-opened except by mutual agreement of both panels.

21.3 Ratification

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

21.4 Request for Information

The District and association will make reasonable efforts to provide information requested for the purpose of negotiation in an electronic format. The Parties shall retain negotiations information requested and provided pursuant to NRS 288.180(2) for a period of five (5) years from receipt to avoid duplicate requests in future years. The Parties agree the five (5) year limitation does not apply should a catastrophic event occur that damages or destroys the data. Requested information available on District website will be provided by District with reference to location on District website where Association can download and print requested information.

ARTICLE 22—TERM OF AGREEMENT

22.1 Effective Dates

Except as provided below and in Article 12, 13 and 16.12, this Agreement shall be effective as of July 1, 2011 and shall remain in full force until June 30, 2013 or until a successor agreement is ratified. Negotiated amendments to contract language will be effective the first full pay period following ratification and approval. This Agreement shall automatically reopen for negotiations pursuant to NRS Chapter 288 for FY2014.

22.2 Continuing Contract Provisions

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

22.3 Reproduction of Agreement

The expense of reproducing this Agreement shall be borne by the Carson City School District. Sufficient quantities shall be reproduced to ensure that each licensed employee within the School District shall receive a copy within 30 days of the approved successor agreement which has been proofed by both parties. Additional copies may be purchased by the Association at the cost of printing.

22.4 Teacher's Contract of Employment

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

22.5 Fiscal Emergency

If the District determines during the term of this Agreement that there is a fiscal emergency, pursuant to SB98 (2011), limited to reductions in property tax or the District's Distributive School Allocation (DSA) as provided by the State Department of Taxation or State Department of Education this agreement will be automatically opened to address such fiscal emergency with written notification from the District to the Association President.

ORMSBY COUNTY EDUCATION ASSOCIATION

President _____ Date _____

Negotiation Chairman _____ Date _____

CARSON CITY BOARD OF SCHOOL TRUSTEES

President _____ Date _____

Clerk _____ Date _____

Appendix A

List of possible arbitrators for expedited arbitration:

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

Appendix B
Memorandum of Understanding

Program of Performance Pay/Enhanced Compensation

The District and the Association will meet during the term of this agreement and make recommendations regarding Program of Performance Pay/Enhanced Compensation as addressed in AB 229, section 8.

Appendix C
Memorandum of Understanding

Review and Update of Employee Evaluation Policy and Form

The District and Association will meet during the term of this agreement to review and make recommendations regarding updated Teacher Evaluation policy and form. These recommendations shall be implemented in the 2013-2014 school year (in compliance with AB's 222, 225 and 229).

Appendix D
Memorandum of Understanding

Inclement Weather

The District and Association will meet in the Joint Advisory Committee (Article 3.4) during the term of this agreement to review and make nonbinding recommendations to the Superintendent regarding "delayed start" vs. "on time start" for District inclement weather days.

Appendix-E
Memorandum of Understanding

Mitigate Future Insurance Costs

The District and Association will continue to negotiate through the interest based bargaining (IBB) process facilitated by a federal mediator to mitigate future insurance costs which may include without limitation: further insurance plan design changes, capping District contributions and shift agreed upon portion of cost savings to salary matrix. This negotiations process to be concluded prior to October 1, 2012 and not subject to interest arbitration (NRS 288.217).