PROFESSIONAL NEGOTIATIONS AGREEMENT BETWEEN THE

DOUGLAS COUNTY SCHOOL DISTRICT

AND THE

DOUGLAS COUNTY PROFESSIONAL EDUCATION ASSOCIATION

2015-2016

THE DOUGLAS COUNTY BOARD OF SCHOOL TRUSTEES AND THE DOUGLAS COUNTY PROFESSIONAL EDUCATION ASSOCIATION DO HEREBY AGREE THAT THE WELFARE OF THE CHILDREN OF DOUGLAS COUNTY IS OF PARAMOUNT IMPORTANCE IN THE OPERATION OF ITS SCHOOLS AND THAT BOTH PARTIES WILL DILIGENTLY PROMOTE THAT WELFARE. TO FURTHER THIS OBJECTIVE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

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ARTICLE I: DEFINITIONS

1-1 The term "Negotiations Law," as used in this Agreement shall refer to Chapter 288 of NRS and subsequent revisions, also known as the Local Government Employee-Management Relations Act.

1-2 The term "Teacher," as used in this Agreement, shall refer to all contractual, non-administrative, licensed personnel eligible for membership in the Douglas County Professional Education Association.

1-3 The term "Association," as used in this Agreement, shall mean the Douglas County Professional Education Association and is the entity known as the Employee Organization in Chapter 288 of NRS.

1-4 The term "School Trustees," as used in this Agreement, shall mean the Board of Trustees of the Douglas County School District and is the entity known as the Local Government Employer in Chapter 288 of NRS.

1-5 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agent. Despite references herein to "School Trustee" and "Association" as such, each reserves the right to act hereby through committees or designated representatives.

1-6 The term "School District," used in this Agreement, shall mean the Douglas County School District.

1-7 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Douglas County School District or his designated representative.

1-8 The term "Contracted School Year," as used in this Agreement, shall refer to the period of time between the first contracted day of the school year to the last contracted day of the school year as determined by the School Trustees.

1-9 The term "Immediate Family," as used in this Agreement, shall mean the employee's spouse, parent, sibling, child, grandchild, and grandparent, and persons similarly related by marriage or any other relative living in the immediate household of the employee. At the discretion of the Superintendent, exceptions to defining individuals as "immediate family" may be considered in unique circumstances involving those who may have served as surrogate parents.

1-10 The term "Board," as used in this Agreement, shall mean the Local Government Employee-Management Relations Board, as provided in NRS 288.030.

1-11 The term "Agreement," as used in this Agreement, shall refer to the name of this document, being the "Professional Negotiation Agreement between the Douglas County School District and the Douglas County Professional Education Association."

1-12 The term "Days," as used in this Agreement, shall mean teacher employment days.

1-13 The term "Consultant," as used in this Agreement, shall mean any person requested by either the Association or the School Trustees to provide assistance in the negotiations process.

1-14 The term "Grievance," as used in this Agreement, shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of this Agreement. Teachers and/or the Association having disputes or disagreements and/or the Association having disputes or disagreements not involving the interpretation or application of this Agreement can seek resolution through the principal, superintendent, and Board of Trustee levels as prescribed in Article II of this Agreement.

1-15 The term "Grievant," as used in this Agreement, shall mean the person or persons making the claim.

1-16 The term "Party in Interest," as used in this Agreement, shall refer to the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to define the problem, as defined in 1-14.

1-17 The term "Supervisor," as used in this agreement, shall refer to the principal and vice-principals of each school in the District.

1-18 The term "Community or Civic Activities," as used in this Agreement, shall mean those activities of a nature generally of benefit to, and limited to, Douglas County.

1-19 A District-wide employee is any employee who is not assigned to a specific site(s).

ARTICLE II: GRIEVANCE PROCEDURE

2-A RIGHT TO REPRESENTATION

2-A-1 The School Trustees shall recognize a Professional Rights and Responsibilities Committee upon its selection by the Association.

2-A-2 The parties in interest acknowledge that it is most desirable for the employee(s) and/or representative(s) and the immediately involved supervisor to meet in an attempt to resolve a possible grievance through free and informal communications. If an informal meeting is held, the immediately involved supervisor shall provide a written response to the problem within five (5) working days of the informal meeting.

2-A-3 If the group of teachers and/or the Association is not satisfied with the disposition of its grievance as stated in 2-A-2, beginning within five (5) school days after receiving the answer in writing from the principal or supervisor, the group of teachers and/or the Association may process such grievance through all proper levels of the grievance procedure.

2-A-4 Class grievance involving more than one supervisor and grievances involving administrators above the building level, but not including the Superintendent, shall be resolved as stated in 2-A-2. If the aggrieved parties are not satisfied with the disposition of the grievance as stated in 2-A-2, then the Association may file a written class grievance with the Superintendent, and if need be, process such grievance through all proper levels of the grievance procedure.

2-A-5 In matters dealing with alleged violations of Association rights by the Superintendent, the grievance shall be initiated at Level 2.

2-B INDIVIDUAL RIGHTS

2-B-1 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

2-B-2 A grievant may be represented at these informal meetings by himself, or, at his option, an Association representative selected by the Association may be present with the aggrieved party. The Association may be present upon permission of the grievant to state its views at all stages of the informal grievance procedure.

2-B-3 If, after all informal meetings have taken place, a grievant still feels he has not received satisfaction; the Association shall be consulted to determine if a formal grievance should be initiated.

2-C LEVELS

2-C-1 LEVEL 1: SCHOOL PRINCIPAL. The parties in interest acknowledge that it is usually most desirable for an employee and his immediate involved supervisor to resolve problems through free and informal communications. Within twenty (20) working days from the time the employee knew, or should have known, of the occurrence giving rise to the grievance, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The written grievance provided for herein shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the provision involved, and the relief being sought. Besides the grievant and the supervisor, either may request to have a representative also present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such an answer shall include the reasons upon which the decision was based.

2-C-2 LEVEL 2:-SUPERINTENDENT OF SCHOOLS.

a) If the grievant is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within five (5) school days after the meeting on the grievance, then the grievance may be referred to the Superintendent or his official designee.

b) The grievant and the Association must, within (5) days of receiving a reply from the principal, submit the grievance in writing to the Superintendent. If the grievance is not filed within the time limit (five days), the grievance is withdrawn.

c) The Superintendent shall arrange for a hearing with the grievant and the Association representative to take place within five (5) days of his receipt of the grievance. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide his written decision, together with the reasons for the decision, to the grievant and the Association.

2-C-3 LEVEL 3: SCHOOL TRUSTEES. If the aggrieved party is not satisfied with disposition of the grievance at Level 2, and if the Association agrees that the grievance has not been satisfactorily settled, then the grievant and the Association may request a hearing of the grievance by the School Trustees within five (5) days after the Superintendent answers, and the School Trustees, who shall hear the grievance no later than its next regular meeting, will have five (5) days following the meeting to answer the grievance.

2-C-4 LEVEL 4-BINDING ARBITRATION

a) If the grievant and the Association are not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within five (5) days after they have first met with the School Trustees, they may, within five (5) days after a decision by the School Trustees or ten (10) school days after they have first met with the School Trustees, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning, or application of any of the provisions of this agreement, it may, by written notice to the Superintendent and the School Trustees within ten (10) school days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

b) Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon an 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 commitment within the 10-day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c) Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Level 3 meetings.

d) The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the School Trustees and the Association and will be final and binding upon the parties.

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

f) The costs of the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room will be borne equally by the School Trustees and the Association. All other costs will be borne by the party incurring them.

g) Time is of the essence in the discharge of grievances and all parties hereto shall comply strictly within the time limitations set forth above. If the grieving party fails to exhaust the grievance under the grievance procedure within the time limits set or fails to abide by such procedure within the time limits set or fails to abide by such procedure, the grievance shall be considered abandoned. If either party fails to meet the time limits set throughout this Article including the request for arbitration, the opposing party shall have the right to unilaterally initiate the next grievance step as provided herein. All time limits set forth above shall be exclusive of Saturdays, Sundays, and holidays.

2-D EXCEPTIONS TO TIME LIMITS

2-D-1 When a grievance is submitted on or after June 1, time limits shall consist of all week days, except holidays, so that the matter may be resolved as soon as possible.

2-E NO REPRISALS

2-E-1 No reprisals of any kind will be taken by the School Trustees or the school administration against any teacher because of his participation in this grievance procedure.

2-E-2 The filing of a grievance shall in no way interfere with the right of the School Trustees to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.

2-F COOPERATION OF SCHOOL TRUSTEES AND ADMINISTRATION

2-F-1 The School Trustees and the administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested and may be legally furnished by the School Trustees for the processing of any grievance.

2-G RELEASE TIME

2-G-1 It is understood that the investigation and processing of grievances shall not interfere with normal school operations nor involve members of the teaching staff during the time of normal teaching assignments. If, however, the investigation or processing of any grievance requires that a teacher or an Association representative be released from his regular assignment, he shall be released with substitute's pay deducted and with substitute's pay reimbursed by the Association.

2-H PERSONNEL FILES

2-H-1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2-I GRIEVANCE FORMS

2-I-1 Forms for filing grievances, serving notices, taking appeals, reports, and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne equally by the School Trustees and the Association.

2-I-2 Statement of Objection. Level One grievances and any appeal beyond Level I must categorically state the grievant's specific objection to the answer received at the level from which the grievant is appealing, the specific issues still being grieved, the specific remedies still being sought, and be signed by the grievant.

ARTICLE III: ASSOCIATION ACTIVITIES

3-1 The School Trustees and the Association hereby agree that every teacher of the School District shall have the right to freely join or refrain from joining the Association.

3-2 The School Trustees will not discharge, dismiss, or discriminate against any teacher by reason of his membership in the Association, his participation in activities of the Association, or his participation in any grievance.

3-3 The Association shall be allowed at least thirty minutes during the first general session of all teachers at the beginning of each school year for presentation of the local Association and its officers, and/or representatives from N.E.A., N.S.E.A., and/or U.C.N. The Association will notify the Superintendent one week before this meeting of its wish to be placed on the agenda. In the event that a general session is not held prior to the first teaching day, an Association representative from each school shall be granted at least 30 minutes during the first non-teaching day for the purpose of presenting information about the Association.

3-4 The Association agrees that all of its activities will be conducted so as not to interfere with teachers' regular duties and obligations. This will not be construed so as to prevent Association negotiations team members from participating in the fact-finding sessions of the Local Government Employee-Management Relations Act. The Association agrees to pay the cost of the substitute's pay of the Association negotiation team members attending fact-finding.

3-5 The Association shall have the right to place, in a reasonable manner, appropriately identified notices, circulars, and other materials on school faculty bulletin boards not to exceed four (4) feet by eight (8) feet in area and in the teacher's mail boxes. The contents of any Association notices, circulars, and other materials to be posted on School property or to be distributed via school mail, including e-mail, shall be made available to the site supervisor prior to posting or distribution. Prior notice will consist of the association representative providing a signed, dated copy indicating the time the notice was made available to the site administrator. A signed hard copy of any e-mail would automatically contain the necessary information. For district- wide information, the above will be provided to the Superintendent prior to posting or distribution.

3-6 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt normal school operations.

3-7 The Association will not send notices home with students and will not discuss Association business with students.

3-8 The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines and other duplication equipment, calculating machines, and audio-visual equipment at reasonable times, providing such use shall not interfere with normal school requirements and providing the Association has the permission of the principal of the site involved. The Association shall reimburse the District for any costs the District incurs as a result of permitting this use privilege. Reimbursement shall be paid on a quarterly basis.

3-9 Upon receipt of a properly completed NSEA membership enrollment form, the School District shall deduct from the salary of any teacher and make appropriate remittance for D.C.P.E.A., N.S.E.A., and N.E.A. dues. Deductions will be made in equal monthly installments during the individual's contracted pay periods. Not later than the first of each month, the Association will provide the School District with any new properly completed NSEA membership enrollment forms. The Association will notify the School District monthly of any changes in dues deductions. The Association and its members shall hold the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reasons of actions taken by the Association concerning dues deductions.

3-10 With prior approval of the school principal, the duly authorized representatives of the Association and the organizations with which the Association is affiliated not employed by the Douglas County School District shall be permitted to discuss matters pertaining to Association business only before the arrival or after the dismissal of the students or during the teacher's scheduled lunch period.

3-11 The Board of Trustees recognizes the Douglas County Professional Education Association as the exclusive bargaining representative of the contracted teachers of the Douglas County School District (as defined in Section 1-2 of the Definitions), subject to the provisions of NRS 288.

3-12 The teacher bargaining unit as recognized by the Douglas County School District Board of Trustees includes exclusively the following contracted employees: classroom teachers, school nurses, school counselors, school psychologists, special education teachers, school librarians, P.D.C. trainers, and Special Program Assistants.

ARTICLE IV: EMPLOYMENT OF TEACHERS

4-1 Subsequent to the effective date of this Agreement, all personnel hired as classroom teachers for other than vocational or technical courses shall be required to have at least a bachelor's degree from an accredited college or university. Teachers employed in specialist classification areas, such as remedial reading, special education, library, speech therapy, psychology, etc., shall hold a bachelor's degree and the appropriate special license granted by the State of Nevada Department of Education.

4-2 Teachers employed by the School District shall comply with the Nevada Teacher Licensure requirements for the position to which they are assigned, and such compliance must be completed no later than five (5) working days prior to any paycheck being issued. Teachers must maintain appropriate licensure to be paid on the Licensed Personnel Salary Schedule. Non-compliance may lead to payment at the substitute rate, non-payment and/or termination.

4-3 Teachers will be given letters of intent on or before May 1 unless modified by the state legislature. Teachers shall be given at least ten (10) days to examine their own contract or letter of intent before it must be signed and returned to their principal. In the event that contracts or letters of intent are issued prior to May 1st, the ten (10) days a teacher has to decide whether to accept or reject employment will begin on the date the teacher received such contract or letter of intent. Once a contract or letter of intent is signed accepting employment for the subsequent school year, the teacher shall not be released pending the District's finding an adequate replacement.

ARTICLE V: LEAVE OF ABSENCE

5-1 All leaves granted will be in units of full days or half-days. Application for leaves of absence under these provisions should be submitted to the principal for clearance two weeks in advance, except in extreme emergency. Policies pertaining to leaves will not be changed without prior notification to the Association.

5-2 All benefits to which a teacher is entitled at the time the leave of absence commences shall continue to him upon his return.

5-A EXTENDED LEAVES OF ABSENCE

5-A-1 Upon request prior to April 1, the School Trustees may grant a leave of absence without pay to any teacher who has been employed in the district for the preceding six (6) years. Leave requested under this section must be for the entire school year. Under no circumstances shall such a leave be extended beyond one school year nor shall such a leave ever be granted to allow for another K-12 teaching position. The decision of the School Trustees concerning such a leave shall be final and not subject to appeal. Exceptions to the six (6) year restriction may be appealed to the Assistant Superintendent of Human Resources whose decision shall be final and binding.

5-A-2 Exceptions to requesting an unpaid leave of absence prior to April 1 will be considered in the following instances: illness when recommended by the attending physician or death in the immediate family. The applicant will be informed in writing by the Superintendent or his designee of the disposition of the leave request on or before May 1 preceding the academic year for which the leave is requested.

5-A-3 Written notice must be filed with the Superintendent by March 1st of the year in which the leave is effective, stating whether or not the teacher plans to return. Failure to give such notice will automatically forfeit the right of the teacher to return.

5-A-4 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. He shall also be credited with the unused sick leave accumulated up to the time the leave of absence was granted.

5-A-5 A teacher has the Constitutional right to become a candidate for any elective office and to serve in such elective office if elected. Regularly appointed teachers shall be granted leave of absence without pay to serve in any State Legislative Office. When the Legislative Session is over, the teacher may return to his classroom.

5-A-6 Upon return from leave of absence, he will be assigned to the same position, if practicable, or to a similar position for which he is qualified if he has given written notice as provided in 5-A-3.

5-A-7 Since teachers on leave of absence have not resigned, they shall at their option, be considered as members of the teaching staff for insurance purposes, with the employee paying the full amount of such premium, due on the 20th of each preceding month but no later than the 1st of each month or the insurance will be cancelled subject to approval of the plan sponsor.

5-B SICK LEAVE

5-B-1 Fifteen (15) days of sick leave shall be allowed for each certified employee whose contract is written for one school year and each year thereafter until a total of one hundred eighty-six (186) days maximum is reached. Sick leave days shall be accumulated at the rate of 1.5 days per month for ten months. The full amount of sick leave shall be made available on the first day of work each year. If a teacher leaves employment with the district prior to finishing her/his contract year, the amount of sick leave will be pro-rated according to the 1.5 days per month standard.

Once an employee reaches the 186-day maximum accumulation of sick leave days, his 186-day maximum total will not decrease unless he uses more than fifteen (15) sick leave days in any given school year. The District will keep an account for each employee of any sick leave accumulated over 186 days. These days will be available to the employee with approval of the Board following exhaustion of his 186- day accumulation. Sick leave days in one's account beyond his 186-day accumulation are not subject to any other use except for providing for catastrophic coverage in the case of one's own illness.

5-B-2 Licensed teachers under contract who are employed four or less hours per day during the school year shall be members of the sick leave plan. Sick leave may be accumulated to the maximum available to full-time licensed employees and the monthly benefit is to be computed as follows:

HOURS WORKED PER SCHOOL MONTH BY PART-TIME EMPLOYEE

HOURS WORKED PER SCHOOL MONTH BY A REGULAR LICENSED EMPLOYEE (X) 1.5 Day

5-B-3 Licensed employees who have resigned their positions, and later return to the School District with a break in service, will not be given credit for prior accumulated sick leave.

5-B-4 A licensed employee absent for personal or family illness reasons for four (4) or more consecutive days will be required to present a doctor's release prior to his return and provide verification of the illness. At least one day prior to his expected return the employee shall notify his supervisor in order that any substitute employee may be terminated. If the employee fails to notify his supervisor and both the employee and the substitute report, the employee is entitled to the assignment and the employee shall lose one-half of the daily rate of the substitute's pay.

5-B-5 The District will grant leave of absence, with pay, to be deducted from accumulated sick leave, for not more than fifteen (15) days in one year, to any teacher unavoidably absent because of illness, critical illness, injury or serious accident within the teacher's immediate family. Verification of sick leave use may be requested per 5-B-8 of this agreement.

5-B-6 Employees who have exhausted accumulated sick leave shall be given additional time to recuperate subject to the approval of the School Trustees. Upon approval of the School Trustees, a leave of absence without pay shall be granted for the duration of the illness, but not to exceed a period of one (1) year. The School Trustees may request periodic medical verification of the illness and a release from the physician before the employee may return to work.

5-B-7 The provisions of sick leave contained herein may be applied to any illness or disability attributed to pregnancy, termination of pregnancy, or recovery there from. Use of accumulated sick leave for recovery from childbirth is limited to six (6) weeks for normal delivery and eight (8) weeks for cesarean section delivery unless a verifiable medical condition exists to justify additional use of sick leave. Verification is subject to a second opinion at the District's expense. Sick leave is not to be used for child rearing.

5-B-8 In all cases involving use of sick leave, the employee shall, if physically able, assume the responsibility of personally communicating to his supervisor or designee that he is ill or otherwise unable to perform his duties. Unless the teacher is so disabled that he is unable to communicate, he shall notify his supervisor or designee as soon as he knows of his inability to report to work. Upon an administrator's, or District Office request, verification of the teacher's illness, disability or medical appointment in the form of a doctor's signed statement may be required in order to charge an absence to sick leave, if fraud or abuse is suspected and documented. Sick leave usage that cannot be verified will result in a pay dock for each day of non-verified sick leave and may result in disciplinary action. In the event the District requires a second opinion to verify a teacher's use of sick leave, the District will bear the cost of the examination with no loss of leave or pay to the employee.

5-B-9 Up to ten (10) days of accumulated sick leave may be taken by a teacher for the adoption of a child.

5-B-10 When a teacher has accrued at least 150 sick days, he/she may trade 15 sick days for one (1) personal day, without holiday restrictions, that must be used during the year it was granted. It is not subject to compensation if unused.

5-C SICK LEAVE BANK

5-C-1 The purpose of the sick leave bank is to provide assistance to contracted teachers who are unable to perform the duties of their position due to long term, catastrophic illness or disabilities and who have exhausted their sick leave accumulation. Sick Leave Bank assistance is not to be used for normal pregnancy related conditions or disabilities. Sick Leave Bank assistance will not be granted for dependent or immediate family illness.

5-C-2 Any post-probationary teacher who is contracted by the District and is interested in participating in the sick leave bank shall complete and submit a Sick Leave Bank Participation/Authorization form to the Sick Leave Bank Committee of the Douglas County Professional Education Association (DCPEA) with copies forwarded to Personnel Services and Business Services.

1. Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of September 15 through October 15.
2. Sick Leave Bank Participation/Authorization forms will be made available from the building representative.
3. Although the District will not be involved in decisions regarding the Sick Leave Bank's operation, the DCPEA agrees to keep written minutes of the Sick Leave Bank Committee's deliberations, such minutes to be sent to the Superintendent following each of those deliberations and/or meetings.

5-C-3 Teachers participating shall donate and have deducted from their own sick leave account one (1) day per year for the operation of the sick leave bank.

5-C-4 Whenever the total number of days in the sick leave bank is less than 100, the Association will inform the bank membership that a special assessment of one additional sick leave day per member will be made to reimburse the bank. Such assessment, if needed, to be assessed but once in a year.

When the total number of available sick days in the Sick Leave Bank exceed 1000, any member who has donated five (5) or more days will have their annual sick leave deductions suspended the following year. If the number of sick leave days available goes below 500, the deductions will resume for the following year

5-C-5 Teachers participating in the sick leave bank shall continue their participation from year to year unless they notify the Douglas County Professional Education Association Sick Leave Bank Committee in writing of their intent to withdraw.

1) A teacher who withdraws from the sick leave bank will not be reimbursed for the sick leave days already contributed.

2) Any teacher given assistance from the Sick Leave Bank will contribute one (1) day for the next five (5) years, regardless of the total number of days in the Sick Leave Bank.

5-C-6 Days not used during the school year will carry over to the next year.

5-C-7 Only teachers who have contributed to the sick leave bank will be eligible to receive assistance from the sick leave bank. Teachers must exhaust all accumulated sick leave before they can become eligible to receive assistance from the bank. Only current sick leave bank members are eligible for this benefit.

5-C-8 Teachers who wish to apply for assistance from the sick leave bank shall complete and submit a Sick Leave Bank Assistance Application to the DCPEA. Sick Leave Bank Assistance Applications will be available upon request from the site building representative.

1. The DCPEA Sick Leave Bank Committee shall consist of three (3) DCPEA members appointed by the DCPEA President.

2. The DCPEA Sick Leave Bank Committee shall review the teacher's application, sick leave account, and usage. The committee has the right to accept or reject requests.

3. The DCPEA Sick Leave Bank Committee shall forward its decision to the District Personnel Services and Business Services Offices. The decision of the DCPEA Sick Leave Bank Committee is final and is only subject to review through the internal structure of the DCPEA.

4. An eligible teacher approved for assistance from the sick leave bank may be granted up to 30 days sick leave per year. In cases of extreme hardship due to prolonged illness/injury, a teacher may apply to the DCPEA Sick Leave Bank Committee for up to an additional 30 days from the sick leave bank not to exceed a total accumulation of 60 (sixty) sick leave bank days per person per year. Applications for additional sick leave bank days (beyond 30) must be accompanied by documented medical verification and shall be subject to final approval by the Superintendent, whose approval will not be unreasonably denied.

5-C-9 The term 'year' for purposes of this procedure shall be defined as the school year July 1-June 30.

5-C-10 The Association and its members shall hold the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reasons of actions taken by the Association in administrating the Sick Leave Bank.

5-D CHILD REARING LEAVE

5-D-1 Upon written application to the Superintendent, child rearing leave shall be granted to any teacher in the District to care for his or her newborn or newly adopted child provided that all other sub-sections of 5-D are met. Extenuating circumstances involving the notification of the availability of a child for adoption will be considered when such notification comes at an unanticipated time; however, the provisions of 5-D will not be automatically waived.

5-D-2 Child rearing leave shall be granted only if it is requested by April 1 if the leave is for the first semester of the following school year and by August 1 if the leave is for the second semester of the following school year, or at any other time prior to the start of the semester in the case of a bona fide emergency, as determined by the Superintendent. Child rearing leave is granted only if it is requested for no less than an entire semester or an entire school year. If child rearing leave is to commence at the start of the second semester of a school year, the Superintendent may grant an extension of not more than nor less than one school year.

5-D-3 Child rearing leaves shall not be granted in consecutive school years except as extended by the Superintendent in accordance with 5-D-2.

5-D-4 Teachers having taken a child rearing leave must notify the Superintendent of their intended return by March 1.

5-D-5 Teachers shall receive no salary or fringe benefits while on leave except as provided in 5-A-7.

5-D-6 A teacher returning from child rearing leave will be assigned to a position similar to the one held prior to leave.

5-D-7 Upon return the teacher shall be credited with any accumulated unused sick leave up to the time child rearing leave was granted. Salary increments shall be granted and probationary status fulfilled provided the teacher has taught a minimum of 120 school days of the school year in which leave was granted.

5-E BEREAVEMENT LEAVE

5-E-1 Teachers will be granted a leave of absence of not more than three (3) consecutive days for each occurrence to be deducted from sick leave in the event of bereavement. An additional 5 days may be deducted from sick leave for immediate family for each occurrence at the discretion of the Superintendent. At the discretion of the District, verification may be required to confirm the need for the bereavement leave.

5-F MILITARY LEAVE

5-F-1 Teachers who must serve under order in military programs may participate in such programs for up to fifteen (15) school days per school year without loss of pay provided no option to fulfill that obligation existed during the summer recess.

5-G PROFESSIONAL LEAVE

5-G-1 With the approval of the principal and Superintendent, leave will be granted for the purpose of attending professional meetings, conferences, assemblies and conventions, with no deduction from salary if it is thought that such attendance will render an educational service of value to the School District. At the discretion of the Superintendent per diem and/or travel reimbursement may be provided by the School District.

5-H PERSONAL LEAVE

5-H-1 A teacher shall be granted two (2) days of personal leave without loss of pay per school year. Teachers may accumulate up to a maximum of four (4) days of personal leave.

Except for bona fide emergencies, teachers must notify their principal of their intent to use personal leave at least three (3) days prior to the date to be used. Neither of the two (2) days will be granted during the first or last ten (10) days of the school year nor during final examination time, and only one (1) of the two (2) days will be granted on a day preceding or following any scheduled holiday, holiday weekend, or vacation recess. Exceptions to this restriction of personal leave use or the 3 day prior notice may be appealed to the Assistant Superintendent of

Human Resources in cases of bereavement not under the definition of 1-9, the verified graduation of a spouse, sibling, child, grandchild, or a bona fide emergency. In cases of dealing with exceptions, the determination of the Assistant Superintendent of Human Resources shall be final and not subject to appeal. Teachers will be compensated at the end of the school year at the substitute teacher rate per day for each unused day in excess of two (2) days available for accumulation.

5-I ASSOCIATION LEAVE

5-I-1 Upon two (2) weeks written notification from the Association President to the Assistant Superintendent for Personnel Services, a total of fifteen (15) days inclusive may be granted Association members each year for the purposes of attending professional Association meetings, conferences, delegate assemblies, and conventions or for the purpose of visiting other schools within the school district. The total of fifteen (15) leave days granted and taken under this provision will be reimbursed by the Association at the rate of the substitute's daily rate. No additional days will be granted.

5-J ADDITIONAL LEAVES

5-J-1 When unforeseen circumstances prevent a teacher from exercising his teaching duties, leave time may be granted for not more than five (5) days in one school year with the approval of the Superintendent and the School Trustees. If leave is approved, salary deductions will be limited to the substitute's pay scale.

5-J-2 Leaves of absence not to exceed three (3) days in any school year may be granted upon written application in advance for participation in civic or community activities associated with Douglas County. Upon approval of such requests by the Superintendent and School Trustees, such leave will be granted with salary deduction limited to the substitute's pay scale.

5-J-3 Upon official notification to one's immediate supervisor, teachers shall be granted leave with pay when called for jury duty or when subpoenaed to testify in a school-related matter or as a matter of civic service to the community. Subpoenas regarding strictly personal matters, i.e. divorce, criminal involvement, etc., shall not qualify for paid leave.

In turn, those teachers excused for paid jury duty or subpoena leave must remit to the District any amount paid by the court for services related to such service. In the event teachers are called to serve jury duty or respond to applicable subpoenas outside their county of residence, they may deduct monies received for meals and/or mileage from their court remittance to the District.

5-K SABBATICAL LEAVE

5-K-1 A professional growth leave of absence for a full year may be granted to teachers having completed at least seven (7) years of continuous and satisfactory full-time service in the Douglas County School District.

5-K-2 Written application must be submitted to the Superintendent by December 1st for the following school year. An advisory committee shall be appointed by the Superintendent and shall include one teacher, one administrator, and the Assistant Superintendent for Education Services. The written application must specifically address the requirements in 5-K-6. The final decision will be made by the School Trustees.

5-K-3 Sabbatical leave shall be for two semesters within the same school year.

5-K-4 The teacher must have completed seven (7) consecutive years with Douglas County School District, and must not have taken sabbatical leave during the preceding seven (7) years.

5-K-5 a) Granting of the leave is dependent upon the ability of the School District to secure a suitable replacement. b) The applicant shall be notified of the disposition of his request by April 1, depending that the condition in 5-K-5(a) can be fulfilled.

5-K-6 a) The applicant shall submit a program of academic study for a sabbatical leave and shall undertake a full program of at least twelve (12) hours of graduate study per semester.

b) The program submitted shall be designed to increase the teacher's understanding of education pedagogy, to improve facility in teaching techniques, or to broaden experience in special subject fields. The applicant must substantiate the benefits of the sabbatical leave to the School District and demonstrate, in writing, that the purpose of the leave is aligned with the District's Strategic Plan. Once granted, a sabbatical leave shall not later be rescinded due to a subsequent change in the District's Strategic Plan.

c) The purpose of the sabbatical leave shall be flexible enough to provide for the needs of the individual and the schools. Unusual cases shall be given special consideration by the Superintendent and the School Trustees.

5-K-7 Each year the School Trustees may approve a maximum of one percent (1%) of the eligible staff for sabbatical leave. Any fraction thereof will be rounded up to include one more eligible individual.

5-K-8 That portion of the group medical insurance premium normally paid by the School District shall be continued during the sabbatical leave.

5-K-9 Teachers requesting and being granted a sabbatical leave will be reinstated to the position which they held or given preference for any other vacancy for which they may be qualified if such vacancy occurs upon completion of the sabbatical leave and if all conditions of the transfer policy are met. Eligibility for salary increments shall remain in effect and the contractual status of the teacher on leave shall not be affected.

5-K-10 An employee on sabbatical leave shall receive as compensation one- half of his basic pay exclusive of extras or compensation for extracurricular activities. An employee who accepts a sabbatical leave must sign a statement of intention to return to the School District for a period of at least two years, and shall furnish a surety bond in the amount of one-half his basic salary plus incurred fringe benefits indemnifying the School District against loss in the event the teacher fails to render the minimum service required after return from leave.

5-K-11 Unless justified by illness, incapability, or approval of the School Trustees, failure of any teacher granted a leave under this policy to devote the equivalent of the contracted school year or fraction thereof to the purpose for which the leave was granted shall constitute a cause for removal from the teaching service.

5-K-12 Teachers returning from sabbatical leave shall submit a written report to the Superintendent by August 1st, summarizing and evaluating the benefits derived from the sabbatical leave.

ARTICLE VI: GROUP INSURANCE

6-1 The School District agrees to offer group health, accident, optical, and life insurance to all employees and their dependents.

6-2 The School District shall pay $585.00 from July 1, 2015 through June 30 of 2016, of the individual group health, dental, optical, and Group Term life and AD&D insurance for all employees covered by this contract commencing with the first day of the month following the commencement of actual work for new employees and commencing with the first day of the new contract year for continuing employees. The School Board, in its discretion, may implement no more than one premium holiday per calendar year provided that there is a fiscally prudent reserve of the previous six (6) months of claims maintained in the Self-Insurance Fund.

No later than November of each year the Advisory Insurance Committee created under Article 6-6 shall review and consider projected costs of the Plan, projected revenues for the Self-Insurance Fund, the Insurance Fund Balance to make a recommendation to the School Board. In the event the Advisory Insurance Committee does not make a recommendation, the School Board reserves its right to make changes to the Plan.

6-3 The School District will pay 100 percent of the group term life insurance in the amount of $20,000 for all employees covered by this contract for the full twelve-month period commencing September 1, and ending August 31.

6-4 It is clearly understood that the face amount of insurance is to remain the same. In the event the company is changed, every effort will be made to maintain the premium at the same rate.

6-5 An Advisory Insurance Committee shall be formed consisting of the Director for Business Services, three teachers selected by the DCPEA, two classified employees selected by DCSSO, one bus driver selected by the Douglas County School Bus Drivers, and one administrator selected by the Douglas County Administrators Association.

The committee shall meet monthly unless a majority votes otherwise. No more than two (2) meetings per year may be cancelled. The responsibilities of the committee shall be to:

1. Review the actuarial soundness of the plan.
2. Review the benefits and features of the program.
3. Review premium requirements.
4. Evaluate the plan administrator.
5. Review the re-insurance.
6. Evaluate and review any other factors that may affect the program.
7. Review bids from plan administrators and health insurance carriers when the committee deems it appropriate.
8. Review general claim issues.

Minutes from each meeting shall be distributed to the School Board within ten (10) working days after the meeting is adjourned. The committee shall make majority recommendations to the Board and employee organizations regarding suggested changes to the insurance program, which are subject to final approval by the Board, to be considered as a part of the annual renewal process.

6-6 The School District further agrees to provide payroll deductions for additional premiums, if any are required. The School District also agrees to provide reasonable record-keeping and/or verification of employment which may be required of the insurance carrier.

6-7 Pay for unused Sick Leave. Upon retiring, the District will contribute $25.00 per day for each day of unused sick leave, up to a maximum accumulation of 186 days, for any teacher who meets the following criteria:

a) has completed ten (10) years of service with the Douglas County School District;
b) has verified through the Public Employees' Retirement System of Nevada the date that retirement benefits will begin.

The Contribution will be applied for one of the following teacher options:

a) $25.00 per day for each day of accumulated sick leave in a lump sum payment.
b) $25.00 per day for each day of accumulated sick leave to an insurance fund from which health and accident insurance premiums will be paid to the District's insurance carrier.

Health and accident insurance premiums will be paid until such time that the amount initially deposited in the retiring teacher's name has been exhausted.

In the event of the retired teacher's death before the exhaustion of his insurance fund, a one-lump payment in the amount of the remaining fund will be paid to the retiree's beneficiary.

ARTICLE VII: PROTECTION FOR TEACHERS

7-1 The School Trustees will provide liability insurance protection and/or legal assistance for any teacher who is acting within the scope of his duties.

7-2 No written periodic evaluation report or written reprimand concerning a teacher shall become part of the teacher's personnel file without the teacher being presented a copy signed by both the teacher and the evaluator thereof, and being given the opportunity to discuss the matter with the principal. Teachers shall have the right, upon request, to review the contents of their personnel file in the presence of the Superintendent or his designee. A teacher will be entitled to have a representative of the Association accompany him during such review, if the teacher's written consent is given to the Superintendent or his designee. If at any time a teacher feels that any matter in his personnel file is objectionable, he shall have the right to respond in writing, which response shall become part of his permanent personnel file. A teacher may request the removal of any objectionable material, which removal would be subject to the approval of the School Trustees.

7-3 A teacher may restrain a pupil when it is essential for self-defense, or for the protection of other persons or property.

7-4 If any complaints are filed against a teacher that warrant written documentation, the teacher should be notified of such complaints and allowed to respond in writing. Other than School Trustees' executive sessions, the teacher will have the right to be present during any conferences that concern the above complaints.

7-5 No teacher shall be reduced in rank or compensation as a disciplinary act. Any such reduction in rank or compensation because of disciplinary action shall be subject to the professional grievance procedure as set forth in Article II. All information forming the basis for such disciplinary action will be made available to the teacher, and upon written consent of the teacher, to the Association.

7-6 Protection for Teachers. No post-probationary teacher will be suspended, dismissed, or not reemployed without just cause. The requirements of 391.311 to 391.3197, inclusive, shall not apply to post-probationary teachers. Progressive discipline shall apply to all disciplinary action undertaken by the District, unless the charged misconduct justifies immediate suspension or summary dismissal; however, any discipline less severe than suspension or termination shall not be subject to final and binding arbitration, but can be grieved in accordance with the existing grievance procedures up to Level 3 – School Trustees.

No licensed employee shall be reprimanded or disciplined publicly. Such an act shall be considered as a gross violation of policy.

7-7 REDUCTION IN FORCE

7-7-1 The School Trustees may refuse to reemploy any teacher for the next contract year because of declining enrollment; fiscal, economic, or budgetary decrease; change in number of teacher positions; and/or curtailment of programs, courses, or services, provided there is consultation with the Association prior to the decision to make any such reduction, and provided that the reduction shall be accomplished according to the following provisions:

The School Trustees will state in writing the reason for a reduction in force.

a) The School Trustees shall determine the areas in which reductions shall be made and such reductions shall be accomplished in the following order: teachers who volunteer to resign; probationary teachers; teachers with

an unsatisfactory or ineffective performance evaluation from the most recent evaluation; and then post probationary teachers.

In the event that further staff reduction that will include post-probationary teachers is necessary, seniority as defined in Article 7.7.1.b shall determine the order in which remaining teacher staff will be reduced unless justified by specific educational or instructional needs, integral to the teaching assignment. 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 an assignment.

Consideration of educational or instructional needs shall be limited to the following factors that a teacher possesses which are integral to the assignment that a teacher possesses: endorsements, certifications, advanced training, specific educational skills or experience.

b) Seniority shall mean the number of years of continuing service, excluding approved leave, commencing with the first day of the semester in which the teacher began working for the School District. Any teacher who has voluntarily or involuntarily terminated employment with the District shall establish a new hire date on the date the teacher was re-employed with the District. Approved leaves of absence do not constitute termination. The time during which a teacher is on approved leave does not count toward seniority.

c) In the event two or more teachers have the same semester seniority, teacher(s) commencing work after the beginning of the semester shall be credited with proportionately less seniority as determined by the actual date the teacher(s) began work subsequent to the beginning of the semester.

d) In the event two or more teachers have the same seniority after the above factors have been considered, seniority shall then be determined first by the date the teaching contract was consummated, and next, all else being equal, by a lottery in which teachers having the same seniority shall draw lots in accordance with a predetermined procedure.

e) Before a teacher is released due to reorganization he shall be given an opportunity to transfer to another instructional area in which he is licensed and competent, replacing, if necessary, a teacher with less seniority. If a teacher rejects an available transfer the district is under no further obligation to the teacher.

f) Released teachers shall be placed on leave of absence with no obligations to rehire after the expiration two (2) years. Each teacher placed on leave of absence as aforementioned shall be selected for an offer of employment based on the criteria in 7-7-1-a to a position for which he is licensed and competent in inverse order.

g) The School Trustees shall notify teachers on leave of absence of subsequent vacancies by certified mail and email to the last mail and email address registered by the teacher at the School District office. No new appointments, except on a substitute basis, shall be made within ten (10) days from the emailing of such notification. The teacher must respond not more than 10 days following the receipt of the emailed notification of recall. If the notification is undeliverable, the District shall have no further obligation after 10 days have elapsed following the attempt to notify the teacher. If a teacher does not commit to return to work and return at the specified time, the School Trustees shall have no further employment obligation to him, except that when a teacher who has given notice of his intent to return is prevented from doing so due to illness or other bona fide emergency, his leave shall be extended for a period not to exceed one (1) year.

h) Upon his return such teacher shall retain all credits toward all leaves of absence and experience credits for salary purposes, but he shall not accrue any such credits for leave of absence and experience for salary purposes during the layoff. College or university credit earned during the layoff shall be counted for salary purposes upon reemployment.

i) Teachers who have two half time contracts at the time of a layoff will be considered for all positions according to the above language. For RIF purposes, ½ (one-half) time contracted teachers will accrue seniority at ½ (one-half) the rate of full time teachers. When a half-time position is reduced, the half-time teacher involved will be placed in a half-time position over another half-time teacher with less seniority. If there is no half-time position for which the teacher being reduced has more seniority, the teacher will be placed in a full-time position over a teacher for which they have more seniority. If the teacher involved rejects the full-time position made available for transfer, the district is under no further obligation to the teacher.

7-8 This Agreement shall not be interpreted as providing an all-inclusive statement of the rights and privileges of the teachers and the School Trustees.

ARTICLE VIII: EMPLOYMENT STANDARDS

8-1 Research papers and experience reports concerning the School District may be written by employees and submitted for college credit or Master's thesis without first being presented to the Superintendent or the School Trustees for scrutiny. However, when the research involves the use of people, be they District staff or District students, during the school day, the researcher must first obtain the permission of the Superintendent and then permission of the persons to be involved.

ARTICLE IX: CURRICULUM AND INSTRUCTION

9-A TEXTBOOKS

9-A-1 Textbooks shall be considered an instructional aid and shall be provided in sufficient quantities based on enrollment. Supplementary materials shall be supplied if evidence can be provided to justify the educational value and economic investment.

9-B SUPPLIES AND EQUIPMENT

9-B-1 Teachers' recommendations of the quality and durability of supplies and equipment shall be considered when ordering or re-ordering.

9-B-2 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.

ARTICLE X: TEACHING CONDITIONS

10-1 Classroom teachers covered by this Agreement shall be required to work a regular work day of seven (7) hours excluding a duty-free lunch period. Provisions will be made for a duty-free lunch period of not less than thirty (30) minutes. The daily starting and departure time for classroom teachers shall be set in each school by the principal, subject to any limitation placed upon him by his supervisors due to transportation, enrollment, or other aspects of the student day. Further, it shall be permissible for principals, at their discretion, to dismiss teachers early on

Friday after the students have been dismissed or for other special days. The foregoing provision relating to regular work day shall be subject to the following qualification: the employee agrees that there are evening and other responsibilities connected with a school program and agrees to share such duties as shall be assigned.
(See MOU – Teacher Workday Definition – page 35)

10-2 The use of the public address system shall be confined, except on days that necessitate deviation from the following procedure because of special events, to the first four (4) minutes at the start of a class period, the last four (4) minutes preceding lunch period, or the last four (4) minutes prior to the end of the class day, unless an emergency exists as determined by the principal. Every effort shall be made to minimize classroom interruption.

10-3 The work year for post-probationary teachers in Douglas County shall consist of not more than one hundred eighty-six (186) days, six of which shall be non-teaching days. For 2012-13, the work year for post- probationary teachers shall be one hundred eighty-four (184) days, with a two-day per diem reduction reflected in the 2012-13 salary schedule; however, after June 30, 2013, the number of work days shall be deemed to be one hundred eighty-six (186) with the 2011-12 salary schedule being reinstated, unless otherwise negotiated in a successor agreement between the parties. A minimum of one (1) non-teaching day, or the equivalent of seven (7) hours over two or more non- teaching days, prior to the beginning of the school year shall be reserved for classroom preparation by teachers. The work year for probationary teachers and all post probationary teachers new to Douglas County serving their first full year in the Douglas County School District shall consist of not more than one hundred eighty-eight (188) days, six of which shall be non-teaching days and two of which shall consist of orientational in-service. The days to be worked in the work year shall be distributed according to the calendar determined and officially adopted by the Board of School Trustees after consultation with the Douglas County Professional Education Association.

10-4 Every effort shall be maintained during a teacher day to allow time for scheduled uninterrupted preparation equivalent in duration to an assigned period, provided no new personnel are required in meeting the stipulations of that effort. Teachers also recognize that occasionally school business may require use of one's preparation time; however, when such occasions arise, twenty-four (24) hours notification will be given except in cases of unavoidable emergency. Elementary teachers, as well as provided the considerations given above, will be assured a total of 120 minutes for uninterrupted preparation per week during their unassigned time, and from that time, there will be a minimum of two (2) 30-minute blocks in the morning hours prior to commencement of the instructional student contact day, except that in shortened work weeks due to holidays or teacher leave usage, the requirement will be reduced to a one (1) 30-minute block.

In the event an elementary teacher's class is receiving instruction from a District-contracted art, music, or physical education specialist, such elementary teacher will not be required to participate.

Use of either preparation or unassigned time during one's contracted day for purposes other than work-related activities is subject to the leave provisions found elsewhere in this Agreement.

10-5 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety, provided their refusal to work is not a unilateral decision made without consulting their supervisor. If there is disagreement as to whether conditions are unsafe and/or injurious to health or safety, the supervisor's decision will prevail until such time as the situation has been properly resolved by grievance. The District will notify employees should mitigation be required in his/her primary work place and the reason for the mitigation. The employee has the right to request moving his/her work place if she/he feels it is unsafe. The principal or supervisor will consider the request and provide a response to the employee in writing.

10-6 TRANSFER

10-6-1 Involuntary Transfer. The Association agrees that the Assistant Superintendent for Personnel Services in conjunction with the site administrator is authorized to make appointments of all employees to vacant positions based upon the needs of the District. Involuntary transfers may be necessary due to any of the following conditions:

a) declining enrollment
b) fiscal, economic, or budgetary decrease
c) change in the number of teaching positions
d) curtailment of programs, courses, or services

The District agrees to seek properly licensed volunteers for involuntary transfer prior to implementing such transfer. In cases when no properly licensed teacher has volunteered for involuntary transfer, a teacher with the least experience in the District will be involuntarily transferred first.

Before initiating an involuntary transfer, the District will provide the teacher to be effected with the rationale for such action.

10-6-2 Voluntary Transfer. All vacancies for non-management licensed positions for the following school year, including new positions, will be posted in the Administrative Services Office, and on the District web page for a period of five (5) full days, with days being defined as the days the District Office is open, for the purpose of allowing interested and qualified licensed personnel to apply for transfer to that position. Voluntary transfers can only take place between positions with the same job description. Half-time teachers may apply for transfer to a full-time position; however, they must meet all other requirements of this article. A Request for Transfer form must be submitted to the principal of the site with the vacancy and a copy to the Human Resources Office no later than 5:00 p.m. on the last day of the five day transfer period.

Transfers for the following school year will be considered until June 1 of each year. The District will consider requests for those positions prior to considering new applicants from out of the District. Applications submitted from existing teachers will be accorded first consideration by the principal or site supervisor making that decision. The selection of a candidate, other than the transfer applicant, will be upheld unless the choice of the other candidate is shown to be arbitrary or punitive.

The Association agrees that the Assistant Superintendent for Human Resources in conjunction with the site administrator is authorized to make appointments of all employees to vacant positions based upon the needs of the District, using the following procedures:

1. A licensed employee may request a voluntary transfer on the District's voluntary transfer form whereon the teacher shall express preference for a specific vacant position at a specific site.

2. A licensed employee with the proper licensure who requests a voluntary transfer will be interviewed.

3. If the current teacher's request for transfer is not granted, the District will provide the teacher a written explanation as to why the transfer request was denied.

4. The District shall attempt to honor transfers when the training, experience, and the abilities of the requesting teacher match the vacant position's job specifications.

5. In cases in which there are more than one requesting teacher being considered for a vacant position, determinants being equal, the teacher with more experience in the District will receive the transfer. Voluntary transfers will not be considered until after a teacher has completed no less than three (3) contract years in the

District. Vacancies for compensatory extracurricular positions that cannot be filled within the school will be posted in the Administrative Services Offices and faculty rooms of the District schools ten (10) days prior to filling the vacancy except as noted in the emergency provision. Should an emergency exist, however, wherein a delay in hiring personnel for a vacancy is adjudged by the district as detrimental to children, the District may waive the ten (10) school days prior notification of the vacancy.

10-7 Extended Contracts. Teachers will not be required to work more than the number of days (186) for which they are contracted. However, when those contracted days are served shall be at the discretion of the District. Teachers who accept extended contracts beyond their regular contracted days (186) shall be compensated at their daily rate of pay for each additional day of service. Teachers on extended contracts will be given mutually agreed upon flexibility in scheduling days off.

ARTICLE XI: TRAVEL REQUESTS AND REIMBURSEMENT

11-1 The School District shall reimburse any teacher for travel required for school business at the rate established by the Board of Trustees.

11-2 Travel out of the immediate area of the place of regular assigned employment must have the prior approval of the principal and Superintendent before the claim for reimbursement will be honored.

11-3 Actual mileage will be paid for approved trips. Mileage shall begin and/or end at the employee's regular place of work or from the employee's home, whichever is the shorter distance.

11-4 Private vehicle travel will be reimbursed at the federal rate.

11-5 District-owned vehicles shall be used whenever they are available. If a private vehicle is used in lieu of the available District-owned vehicle, no reimbursement will be allowed.

11-6 The School District may, at the determination of the Superintendent, reimburse teachers for educational meetings, conventions, workshops, or other functions which prove beneficial and educational to teachers within the School District, and which ultimately improve the educational system within the School District. Such reimbursement shall be at the rate provided for in this Article.

ARTICLE XII: CONTRACT PRINTING EXPENSE

12-1 The expense of reproducing this Agreement shall be borne equally by the Association and the School District. Sufficient quantities shall be reproduced to ensure that each teacher within the School District shall receive a copy. Additional copies may be requested by either the Association or the School District.

ARTICLE XIII: SALARY SCHEDULE

13-1 Licensed Teaching Personnel Salary Schedule--See Exhibit "A".

13-2 Extracurricular Pay--See Exhibit "B."

13-3 Pay for Performance - Pursuant to NRS 391.168, a joint committee will be formed to develop a pay for performance plan. The committee shall be made up of three (3) representatives from DCPEA and three (3) representatives appointed by the Superintendent. The committee will discuss and develop a recommendation that will be presented to the Board of Trustees at its regularly scheduled meeting for December, 2014 for final Board approval. Should the committee not reach agreement on a recommendation, each party will present its own recommendation at the meeting, and the Board will select one and approve it without any substantive modifications.

13-4 Education - The District shall credit any teacher who desires professional growth advancement on the Teacher's Salary Schedule for the school year 1977-78, and thereafter, with professional growth credit for any course(s) taken from an accredited university or college that is related to:

a) The teacher's major or minor field of preparation
b) The teacher's current assignment
c) The teacher's present licensure.

The District will also consider for professional growth credit courses that may be educationally beneficial to the District which relate to:

d) The teacher's present degree
e) Additional licensure being pursued by the teacher
f) Additional degree(s) being pursued by the teacher

In all cases of the above approved courses, the course must count towards an upper division credit for a Bachelors or higher degree at that college, even if the teacher is not seeking that degree. A grade no lower than a "B" must be earned. Courses for which only a "pass/fail" or "satisfactory/unsatisfactory" grade can be obtained will not be approved unless no option to receive a letter grade for the course is available.

The teacher shall submit the request for prior approval for the courses to the Assistant Superintendent for Personnel Services who shall either approve or disapprove the course based upon the above criteria.

Only approved upper division and graduate university or college level units will be accepted for advancement on the salary schedule. Lower division university or college level units may be accepted for advancement on the salary schedule with the approval of one's supervisor. With respect to new personnel, only upper division and graduate level units will be accepted for initial placement on the salary schedule. All units indicated are semester units. Quarter hour units are equivalent to 2/3 of a semester unit.

Should the District choose to offer in-service classes, it will grant one credit of professional growth for every fifteen (15) hours of instruction provided the in-service instruction occurs at a time other than during one's contracted work time. A District in-service credit so earned will be applicable to salary schedule advancement. If teachers receive either release time or District funding to attend classes, any credit received for those classes will not count for advancement on the salary schedule even though such credit may apply for re-licensing.

13-5 Experience Acquired Outside the District. The District will follow the provisions of NRS 391.160 and will apply those provisions to teachers employed on or after the date NRS 391.160 went into effect. In instances when 391.160 does not apply, only five (5) years of experience outside of Nevada that occurred in the last ten (10) years shall be allowed.

ARTICLE XIV: GENERAL SAVINGS CLAUSE

14-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a Court of competent jurisdiction to be in contravention of any such laws, they will enter immediate negotiations thereon. The remainder of the Agreement shall remain in force.

14-2 Management Rights. Except as restricted by this Agreement, Nevada law, or federal law, the DCSD and DCPEA recognize those management rights enumerated in NRS 288.150.

ARTICLE XV: TERM OF AGREEMENT

15-1 This Agreement shall become effective July 1, 2015, upon acceptance by the School District and the Association and shall remain in effect through June 30, 2016 and will continue in full force and effect for additional periods of one (1) year unless either party gives written notice to the other in accordance with the provisions of NRS 288.180 and of a desire to change, amend, or modify the Agreement.

15-2 Renewal of this Agreement, with or without amendments, may be negotiated during the term of this Agreement, in accordance with the provisions of Chapter 288, Nevada Revised Statutes.

15-3 This Agreement is not binding upon either party until ratified by both parties.

15-4 The parties acknowledge that, during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of mandatory bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

15-5 In the event a successor agreement is not executed before the termination date of this agreement as stipulated in 15-1 above, the District will continue to honor any benefits a teacher may have accrued prior to the termination date of this agreement without enhancing those benefits until such time a successor agreement is ratified by both parties. Should the legislature allocate monies to be used specifically to cover the cost of roll-ups, the District will honor increments beginning with the first pay period of one's contract year.

ARTICLE XVI: NO STRIKE

16-1 Each teacher hereby agrees that he will not instigate, promote, encourage, sponsor, engage in, or condone a strike, stoppage of work, or slowdown of the operations of the School District during the term of this Agreement.

EXHIBIT A

Douglas County School District

LICENSED PERSONNEL SALARY SCHEDULE

2015-16

186 DAYS – 1.35% Salary Increase + 1.125% PERS Deduction

Years Experience	Non-Degree	B.A	B.A. +16	B.A. +32	B.A. + 48 M.A.	B.A. + 64 M.A. +16	B.A. + 80 M.A. +32
0	$30,506.00	$36,431.00	$38,281.00	$40,129.00	$41,977.00	$43,825.00	$45,672.00
1	$31,808.00	$37,734.00	$39,582.00	$41,430.00	$43,276.00	$45,126.00	$46,975.00
2	$33,108.00	$39,035.00	$40,881.00	$42,732.00	$44,579.00	$46,428.00	$48,275.00
3	$34,408.00	$40,336.00	$42,184.00	$44,033.00	$45,880.00	$47,730.00	$49,577.00
4	$35,712.00	$41,638.00	$43,487.00	$45,336.00	$47,181.00	$49,032.00	$50,878.00
5	$37,011.00	$42,939.00	$44,786.00	$46,635.00	$48,482.00	$50,332.00	$52,178.00
6	$38,311.00	$44,239.00	$46,088.00	$47,938.00	$49,785.00	$51,632.00	$53,482.00
7		$45,542.00	$47,389.00	$49,237.00	$51,085.00	$52,934.00	$54,783.00
8			$48,690.00	$50,540.00	$52,388.00	$54,234.00	$56,081.00
9			$49,991.00	$51,842.00	$53,687.00	$55,539.00	$57,384.00
10			$51,291.00	$53,142.00	$54,990.00	$56,837.00	$58,686.00
11			$52,597.00	$54,443.00	$56,292.00	$58,136.00	$59,987.00
12				$55,746.00	$57,591.00	$59,441.00	$61,288.00
13					$58,892.00	$60,739.00	$62,590.00
14					$60,193.00	$62,041.00	$63,890.00
15						$63,342.00	$65,191.00
16							$66,492.00
17							
18							
19							
20	$40,008.00	$47,235.00	$54,291.00	$57,439.00	$61,888.00	$65,035.00	$68,185.00
21							
22							
23							
24							
25						$66,661.00	$69,889.00

Out-of-state teaching personnel entering the Douglas County School District will be allowed credit for outside teaching experience in public schools to a maximum of five (5) years and that experience must have occurred within the last ten (10) years. In-state personnel entering the District will be allowed credit for in-state teaching experience pursuant to NRS statutes.

The District pays 25.75% of an employee's salary to the Public Employees Retirement System (PERS) for retirement benefits. NRS 286.421(3) requires that the District and employee share equally the cost of any increase in contribution rates to PERS. Pursuant to this law, this schedule reflects a 1.125% salary reduction effective July 1, 2011, a 1% salary reduction effective July 1, 2013, and a 1.125% salary reduction effective July 1, 2015.

All units indicated are semester units. Quarter hour units are equivalent to two-thirds (2/3) of a semester unit. Only upper division and graduate level units will be accepted for advancement on the salary schedule.

Teachers whose assignment extends beyond the base work year of 186 days and who provide service similar to those provided in the base year shall be compensated at a daily rate of 1/186 of their contract amount for the base work year times the number of extended days worked. The number of extended days worked shall be determined by the District. Those teachers working extended days shall be required to work a regular work day of seven (7) hours excluding a lunch break (see MOU – Teacher Workday Definition – page 35).

Teachers whose assignment extends beyond the base work day of seven (7) hours and who provide services similar to those provided in the base work day shall be compensated at an hourly rate equal to 1/7 of their daily rate for any additional time for which they are contracted.

An honorarium in the amount of $1000 will be added each year to the salary of any teacher who has earned either a Ph.D. or an Ed.D. The honorarium will be awarded in the contract year following conferral.

EXHIBIT B

Douglas County School District
EXTRACURRICULAR SALARY SCHEDULE
2015-16

I. HIGH SCHOOL EXTRACURRICULAR SALARY SCHEDULE

	Step A $36,431.00		Step B $36,431	
Athletics				
Athletic Director	12.00%	4,372	12.50%	4,554
Baseball, Head Varsity	7.50%	2,732	8.00%	2,914
Baseball, Head J.V.	5.50%	2,004	6.00%	2,186
Basketball, Head Varsity	10.00%	3,643	10.50%	3,825
Basketball, Head J.V.	7.50%	2,732	8.00%	2,914
Cross Country, Head Varsity	4.50%	1,639	5.00%	1,821
Football, Head Varsity	10.00%	3,643	10.50%	3,825
Football, Assistant Varsity	7.50%	2,732	8.00%	2,914
Football, Head J.V.	7.50%	2,732	8.00%	2,914
Football, Assistant J.V.	6.50%	2,368	7.00%	2,550
Football, Frosh	6.50%	2,368	7.00%	2,550
Golf, Head Varsity	4.50%	1,639	5.00%	1,821
Skiing	4.50%	1,639	5.00%	1,821
Soccer, Head Varsity	7.50%	2,732	8.00%	2,914
Soccer, Head J.V.	5.50%	2,004	6.00%	2,186
Softball, Head Varsity	7.50%	2,732	8.00%	2,914
Softball, Assistant Varsity	5.50%	2,004	6.00%	2,186
Swimming	4.50%	1,639	5.00%	1,821
Tennis, Head Varsity	5.50%	2,004	6.00%	2,186
Track, Head Varsity	7.50%	2,732	8.00%	2,914
Track, Assistant Varsity	5.50%	2,004	6.00%	2,186
Volleyball, Head Varsity	7.50%	2,732	8.00%	2,914
Volleyball, Head J.V.	5.50%	2,004	6.00%	2,186
Wrestling, Head Varsity	7.50%	2,732	8.00%	2,914
Wrestling, Head J.V.	5.50%	2,004	6.00%	2,186
Co-Curricular				
Activities Director	5.50%	2,004	6.00%	2,186
Academic Olympics	4.50%	1,639	5.00%	1,821
Band	6.00%	2,186	6.50%	2,368
Cheerleaders	5.50%	2,004	6.00%	2,186
Choral	5.50%	2,004	6.00%	2,186
Computer Club	5.50%	2,004	6.00%	2,186
Department Chairpersons	5.50%	2,004	6.00%	2,186
Drama (per play)	2.50%	911	3.00%	1,092
Drill Team	4.50%	1,639	5.00%	1,821
Farm Supervisor (Summer)	9.50%	3,461	10.00%	3,643
FFA	4.50%	1,639	5.00%	1,821
FHA	4.50%	1,639	5.00%	1,821
Newspaper	4.50%	1,639	5.00%	1,821
Speech and Debate	7.50%	2,732	8.00%	2,914
Yearbook	6.50%	2,368	7.00%	2,550
VICA	4.50%	1,639	5.00%	1,821
FBLA	4.50%	1,639	5.00%	1,821

II. MIDDLE SCHOOL EXTRACURRICULAR SALARY SCHEDULE

		Step A $36,431.00		Step A $36,431.00
Athletics & Co-Curricular				
Frosh Basketball	5.50%	2,004	6.00%	2,186
Frosh Football	6.50%	2,368	7.00%	2,550
Frosh Speech/Debate	5.50%	2,004	6.00%	2,186
7th/8th Sports	5.50%	2,004	6.00%	2,186
7th/8th Intramurals	5.50%	2,004	6.00%	2,186
Academic Olympics	4.50%	1,639	5.00%	1,822
Band	6.00%	2,186	6.50%	2,368
Choral	5.50%	2,004	6.00%	2,186
Computer Club	5.50%	2,004	6.00%	2,186

SALARY: The percent shown for the various activities represents the amount of salary paid for said service. The amount of salary is calculated by multiplying the percent shown times the teacher's base salary (B.A./B.S. degree and no experience).

EXPERIENCE INCREMENT: Step A = Zero (0) years of experience through three (3) years of experience. Step B = After three (3) years of experience or more. (Note: Experience must be in the Douglas County School District and in the same level of responsibility.)

DOUBLE SERVICE: If a person assumes the responsibility to take both girls and boys teams in the same season and the same sport, he or she would not receive a double stipend but would receive a salary at 1-1/2 the normal rate for said activity.

III. ELEMENTARY SCHOOL EXTRACURRICULAR SALARY SCHEDULE

ELEMENTARY STIPENDS = $ 10,929.00

Stipends Could Include: Activities, Clubs, Intramurals, Music

1. Each elementary school will be credited with the amount stated above (30% of the BA+0 base salary) at the start of each school year to be used for stipends for sponsors of various approved extended day programs.
2. Stipends should be allotted in multiples of 1/20 of the total amount available for each recorded 15 hours of non-contract time required to sponsor the activity assigned. No activity, however, will be allotted more than four (4) multiples (4/20) regardless of the non-contract time spent.
3. Assignment of Extended Day Activities is at the discretion of the site administrator provided the total cost of all activities does not exceed a particular school's fiscal allotment for Extended Day Activities. Participation by site accountability committee is encouraged.
4. At the conclusion of an approved stipend activity, the sponsor will account for the number of student contact hours spent, the average number of students participating, and the dates, along with a description of any meetings, activities, or events which took place. Such accounting must be complete before any payment of stipends will be made.
5. Should any sponsor of an approved activity be assigned daily release time during his contract day, no stipend will be paid.

IV. Licensed Special Rates Schedule

Licensed Professional Educators will be paid at the hourly rate of $27.98 (based upon the base rate for a beginning teacher) per hour for the following types of work:

- Curriculum Development (Requires approval from Education Services)
- Teachers of: Summer School, ESY, Reading Camp, Adult Education, Home Placement, and Homebound
- Teachers Substituting during Preparatory Period at the request of administration

In-Service Training (Daily – 7 hours)	$195.87
In-Service Training (Hourly)	$27.98
Teacher Supervising during Lunch Period (30-Minutes)	$13.99

MEMORANDUMS OF UNDERSTANDING BETWEEN DCPEA AND DCSD

AB 1 Incentive Pay Program

Employees in a hard-to-fill positions as defined by the state Department of Education, and who are eligible to participate in the Incentive Pay Program under the provisions of AB 1, and who are not participating in the 1/5th retirement credit program, may take part in the DCSD Incentive Pay Program under the provisions of AB 1, and who are not participating in the 1/5th retirement credit program, may take part in the DCSD Incentive Pay Program. Contingent upon IFC approval and sufficient funding from the Department of Education to meet the actual costs of the program, employees that qualify for incentive pay under AB 1 will be paid an amount not less than the pro-rata distribution from the state incentive grant fund. In order to be eligible for this grant fund, employees must have had a satisfactory performance evaluation for the previous school year, or if new to the District, the principal affirms that the employee is currently performing satisfactorily by February 15, for each year the program is funded by the State.

Stipends (07/08/2014)

DCPEA shall form its own committee to review and revise the Stipend Schedule. The revision must have the same total cost as the current schedule. Any revisions are subject to Board approval. DCPEA is welcome to invite current site administrators to assist with the process if the site administrators agree to take part. Any changes will go to ratification with the Board with the tentatively agreed to agreement after this one.

NSEA President Leave (07/08/2014)

The District will negotiate a Memorandum of Understanding with DCPEA should a DCPEA member be elected as President of NSEA. The MOU will allow for a modification of Article 5-A for an unpaid leave not to exceed six (6) years, and upon return from the leave of absence, he/she will be assigned to the same position, if practicable, or to a similar position for which he/she is qualified.

Teacher Workday Definition

The Douglas County School District and the Douglas County Professional Education Association, agree this 24th day of August 2015 to the following concerning adjustment to the teacher workday definition:

1. Classroom teachers covered by this agreement shall be required to work a regular work day of seven (7) hours and thirty (30) minutes, including a duty-free lunch period of not less than thirty (30) minutes. The daily starting and departure time for classroom teachers shall be set in each school by the principal, subject to any limitation placed upon him by his supervisors due to transportation, enrollment, or other aspects of the student day. Further, it shall be permissible for principals, at their discretion, to dismiss teachers early on Friday after the students have been dismissed or for other special days. The foregoing provision relating to regular work day shall be subject to the following qualification: the employee agrees that there are evening and other responsibilities connected with a school program and agrees to share such duties as shall be assigned.

2. This Memorandum of Understanding will sunset on June 30, 2016.

Interest-Based Bargaining

The Douglas County School District and the Douglas County Professional Education Association, agree this 16th day of November 2015 to the following concerning Interest-Based Bargaining Training.

1. Interest-Based Bargaining Training, and negotiations for a subsequent contract, will commence no later than January 31, 2016.

2. This Memorandum of Understanding will sunset on June 30, 2016

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8th day of December, 2015.

Douglas County School District
Board of Trustees

President

Clerk

Douglas County Professional
Education Association

President

Secretary