

**Bus Driver  
NEGOTIATED AGREEMENT**

**2013-2015**

The parties to this Agreement are the Douglas County School District ("District") and the contracted Douglas County School Bus Drivers, Chapter 6 of the Nevada Classified School Employees and Public Workers Association, AFT/PRSP Local 6181 ("Association").

**Ratified 1/14/14**

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## **Article I – DEFINITIONS**

### **1-1**

The term "NRS 288," as used in this Agreement, shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act, including amendments made hereto.

### **1-2**

The term "School Trustees," as used in this agreement, shall mean the Board of School Trustees of the Douglas County School District.

### **1-3**

The term "Association," as used in this Agreement, shall mean the Nevada Classified School Employees and Public Workers Association, AFT/PRSP Local 6181, contracted Douglas County School Bus Drivers, Chapter #6, and is the entity known as the Employee Organization in NRS 288.

### **1-4**

The term "School District" or "District," as used in this Agreement, shall mean the Douglas County School District, and is the entity known as the Local Government Employer in NRS 288.

### **1-5**

The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Douglas County School District or his designee.

### **1-6**

The terms "School Trustees," "School District," or "Association" shall include authorized officers, representatives, and agents of each, and each reserves the right to act hereunder by committee or designated representative.

**1-7**

The term "Probationary Employee," as used in this Agreement, means a contracted bus driver who has not completed 180 calendar days of contracted employment during which time his competency in assigned duties is evaluated.

**1-8**

The term "Employee," as used in this Agreement, means a contracted bus driver who has successfully completed his probationary period of 180 calendar days and any extensions thereof.

**1-9**

The term "Contracted Bus Driver," as used in this Agreement, shall mean a bus driver under contract to work a regular schedule of consistently approximate hours daily.

**1-10**

The term "Agreement," refers to this document, being the Negotiated Agreement between the Douglas County School District (District) and the Nevada Classified School Employees and Public Workers Association, AFT/PSRP Local 6181, contracted Douglas County School Bus Drivers, Chapter #6 (Association).

**1-11**

The term "School Year," as used in this Agreement, shall mean a year commencing on the first day of July and ending on the last day of June.

**1-12**

The term "Work Year," as used in this Agreement, refers to a variable period of time within the School Year, generally 180 days or up to 220 days on runs involving multi-track year-round schools.

**1-13**

The term "School," as used in this Agreement, means any day that one or more schools are in session.

**1-14**

The term "Work Day," as used in this Agreement, shall be defined as any day a contracted bus driver is required to be present on the job.

**Article II - RECOGNITION AND DESCRIPTION**  
**OF BARGAINING UNIT**

2-1

The Board of Trustees recognizes the Nevada Classified School Employees and Public Workers Association, AFT/PSRP, Local 6181, contracted Douglas County School Bus Drivers (as defined in Section 1-9 of the Definitions), Chapter #6, as the exclusive negotiating representative of the contracted bus drivers of the Douglas County School District, subject to the provision of NRS 288.

2-2

The Bus Drivers' bargaining unit shall be composed of all contracted bus drivers who work a regular schedule of consistently approximate hours daily.

## **Article III - DISTRICT RIGHTS**

### **3-1 Retention of District Prerogatives**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Board of Trustees of the Douglas County School District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to the following:

to direct its employees;

to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee;

to determine appropriate staffing levels, work performance standards, content of the workday, and workload factors;

to relieve any employee from duty because of lack of work, lack of money, or for any other legitimate reason;

to manage its governmental operations efficiently;

to establish the methods and means by which its operations are to be conducted;

and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **Article IV - ASSOCIATION ACTIVITIES AND EMPLOYEE RIGHTS**

### **4-1**

It is the right of every contracted bus driver to join or refrain from joining the Association that is part to this Agreement.

### **4-2**

The Association may post on available bulletin boards in the bus drivers' lounge in a reasonable manner responsible and official Association notices provided such notices are initialed and dated by the Supervisor of Transportation. Such initialed and dated notices may also be distributed to the Association's members via intra-District mail.

### **4-3**

The Association may use District facilities for meetings provided such use complies with District policy and does not interrupt normal school day nor bus driving operations.

## **Article V - NO STRIKE AGREEMENT**

5-1

Recognizing the Nevada Legislature's intent as follows:

That the services provided by the District are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety, and welfare of the people of Douglas County;

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

That every contracted bus driver who enters or remains in the employment of the District accepts the facts stated in the preceding sentences of this paragraph as an essential condition of his employment.

The Association, its officers and agents, and each and every contracted bus driver hereby agree that they will not support any strike against the District nor shall they engage in nor support any action which impairs the rendering of such essential services by the District, fully acknowledging that such act is illegal.

## **Article VI - MEMBERSHIP DUES DEDUCTION**

6-1

Upon receipt by Business Services of a signed authorization from a contracted bus driver to deduct membership dues, the District shall make uniform monthly membership dues deductions from the salary earned by such bus driver. Authorized membership dues deductions will begin with the first pay period in the payroll month following the receipt of such authorization.

6-2

The District shall deduct from a contracted bus driver's wages only that amount of monies which the Treasurer of Chapter #6 has certified to Business Services, in writing, as the amount of dues required of all contracted bus drivers as a condition of acquiring or retaining membership in the Association.

6-3

No later than October 15th of each year, the Association will provide the District with a list of those bus drivers who have voluntarily authorized the District to deduct Association membership dues and the uniform amount to be withheld for each driver. The Association will notify the District in writing monthly of any changes in the authorized membership list. Any change in the amount of membership dues to be withheld must be submitted in writing at least thirty (30) working days prior to the date the change is to be made effective.

6-4

Business Services will forward monies from membership dues deductions to the Treasurer of Chapter #6 no later than the last day of the month in which deductions are made.

6-5

If for any payroll period in which the District is obligated to make dues deductions, the wages owed a contracted school bus driver (after deductions mandated by any governmental agency) are less than the amount of money which the contracted bus driver has authorized the District to deduct, the District shall make no deductions from wages owed the contracted bus driver for that payroll period and shall make no deductions, which would have been made from wages owed the contracted bus driver for that payroll period, from wages owed the contracted bus driver for any future payroll period.

6-6

Upon termination, a bus driver's current month's dues will be deducted from the final check.

6-7

The District agrees not to honor any membership dues deduction authorizations executed by a bus driver in the bargaining unit in favor of any other labor organization representing bus drivers for the purpose of negotiations.

6-8

The Association agrees to refund to the District any excess amounts paid to it in error on account of the membership dues deductions provision, upon presentation of proper evidence of error or mistake.

6-9

The Association shall indemnify, defend, and hold the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reason of actions taken by the District pursuant to this Membership Dues Deduction Article.

## **Article VII - GRIEVANCE PROCEDURE**

### **GENERAL TENETS**

#### **7-1 Definitions**

##### **7-1-A**

A "grievance" is a written allegation by a bus driver that the District has violated an expressed provision of this Agreement that directly affects the grievant.

##### **7-1-B**

An "aggrieved person" is the bus driver asserting a grievance.

**7-1-C**

A "party in interest" is any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the grievance.

**7-1-D**

The term "days" when used in this article shall, except where otherwise indicated, mean working days rather than calendar days.

**7-2 Right to Participate**

**7-2-A**

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

**7-2-B**

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

**7-3 Time Limitations**

The time limitations set forth in this Article are the essence of the grievance procedure. No grievance shall be accepted by the District unless it is submitted or appealed within the time limits set forth in the Procedural Steps below. If the grievance is not timely submitted at Step One, it shall be deemed waived. If the grievance is not timely appealed to Step Two, it shall be deemed to have been settled in accordance with the District's Step One answer. If the grievance is not timely appealed to Step Three, it shall be deemed to have been settled in accordance with the District's Step Two answer. If the District fails to answer within the time limits set forth in the Procedural Steps, the grievance shall automatically proceed to the next step.

By mutual agreement between the District and the party in interest, the time limitations set forth in the Procedural Steps may be extended.

#### **7-4 Separate Filing**

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

#### **7-5 Forms for Filing**

Forms for filing and processing grievances shall be jointly prepared by the parties and distributed by the Association.

#### **7-6 Withdrawal of Grievance**

A grievance may be withdrawn at any level by the aggrieved bus driver without prejudice when the aggrieved bus driver has strictly adhered to the timelines.

#### **7-7 Administration Cooperation**

The administration will cooperate with the aggrieved bus driver in his investigation of his grievance, and further, will furnish him with such information as is pertinent and available for the processing of such grievance.

### **PROCEDURAL STEPS**

#### **7-8 Problem Solving**

Whenever an alleged problem arises over which a bus driver may feel aggrieved, that driver and, if the driver so chooses, their representative shall discuss such perceived problem with his immediate supervisor without the discussion being construed as a grievance. Requests for a problem solving discussion must be brought forth no later than five (5) work days after the situation which seemed to give rise to the alleged problem. However, should the matter being discussed not be resolved between the bus driver and his immediate supervisor, the bus driver may still pursue to resolve the matter if it involves an alleged violation of the Agreement through the steps of the grievance procedure. In cases of termination, the procedural step of Problem Solving shall be waived.

### **7-9 Written Presentation**

All grievances presented at Step One of the Procedural Steps must set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the name of the aggrieved bus driver; and the remedy sought. All grievances at Step One and appeals at Step Two, Step Three, and Four of the Procedural Steps must be signed and dated by the aggrieved bus driver. All written answers submitted by the District shall be signed and dated by the appropriate District representative.

### **7-10 Step One - Written Grievance to Immediate Supervisor**

No later than ten (10) work days after the event giving rise to the grievance, or ten (10) work days after the bus driver should have reasonably known of the event giving rise to the grievance, or five (5) work days after the problem solving discussion if that option was attempted, the bus driver may submit a written grievance to his immediate supervisor. The immediate supervisor shall give his written answer to a grievance within five (5) days after receipt of the grievance.

### **7-11 Step Two - Written Appeal to the Personnel Administrator for Classified Employee Services**

If the grievance is not settled at Step One, the bus driver, not later than ten (10) days after receipt of the immediate supervisor's written answer to Step One, may file a written appeal of that answer to the Personnel Administrator for Employee Services or his designee. The written appeal must state specifically the bus driver's objection to the immediate supervisor's written answer. No later than ten (10) days after receipt of the written appeal, the Personnel Administrator for Employee Services, or his designee, shall hold a meeting with the bus driver. The Personnel Administrator for Employee Services, or his designee, shall give his written answer to the grievance within ten (10) days after such meeting.

### **7-12 Step Three - Written Appeal to the Board of Trustees**

If the grievance is not settled at Step Two, the bus driver, not later than five (5) days after receipt of the Personnel Administrator for Employee Services, or his designee's answer at Step Two, may file a

written appeal to the Board of Trustees. The written appeal must state specifically the bus driver's objection to the Personnel Administrator for Employee Services, or his designee's answer. Not later than the first opportunity to properly agendize the appeal, the Board of Trustees shall meet in closed executive session with all parties involved in Steps One and Two of this procedure. The Board of Trustees shall give its written answer to the grievance within ten (10) days after such meeting, which answer shall be final and binding on the grievant unless the Association chooses to pursue arbitration as outlined in Step Four.

### **7-13 Step Four - Arbitration**

#### **7-13-A**

Any grievance, that has been properly and timely processed through Step Three and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association serving the Superintendent with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this paragraph within ten (10) days after receipt of the written answer of the Board of Trustees shall constitute a waiver of the Association's right to appeal to arbitration, and the written answer of the Board of Trustees at Step Three shall remain final and binding on the aggrieved employee, the District, and the Association.

#### **7-13-B**

Not later than ten (10) days after the Association serves the Superintendent with written notice of intent to appeal a grievance to arbitration, the District and the Association shall jointly request the American Arbitration Association to furnish, to the District and the Association, a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the District, the District and the Association shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The Association shall strike the first name.

#### **7-13-C**

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the expressed provision(s) of this Agreement at issue between the Association and the District. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the District and the Association. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Association, and the District.

#### **7-13-D**

The fee of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the District and the Association; otherwise each party shall bear its own arbitration expense.

#### **7-13-E**

No evidence from either party (Grievant or District) pertinent to the grievance may be presented for the Arbitrator's consideration that was not presented for the Board's consideration at Step Three.

#### **7-14 - Election of Remedies**

It is agreed that in the event of any claimed grievance, the Association and/or employee must first process the claim through the Grievance Procedure and the decision shall bind all parties on the issues submitted to Arbitration; provided that this provision shall not preclude any employee from filing a claim in another forum based upon the same acts, but claiming a right not covered by the Negotiated Agreement, as long as the processing of that claim is delayed until the grievance is either resolved by agreement or binding arbitration.

## **Article VIII - DISCHARGE AND DISCIPLINARY PROCEDURES**

### **8-1 Discharge**

#### **8-1-A**

The continued employment of a contracted bus driver is dependent upon satisfactory performance of assigned duties and maintaining personal fitness to perform those duties. A bus driver may, however, also be discharged given just cause.

#### **8-1-B**

A contracted bus driver who is discharged may appeal such action through the grievance procedure of this Agreement.

#### **8-1-C**

In the event the appeal reaches arbitration, the arbitrator's jurisdiction and authority shall be limited to deciding whether just cause for which the bus driver was discharged existed. If the arbitrator decided that just cause existed, the arbitrator shall deny the grievance and shall have no authority to alter, modify, or rescind the discharge imposed by the District.

#### **8-1-D**

The provisions of this article shall not be available to probationary bus drivers.

### **8-2 Discipline**

#### **8-2-A**

Should a contracted bus driver's work habits, overall attitude, adherence to rules, conduct, or demeanor become unsatisfactory during the course of his employment, his supervisor will first attempt to counsel and assist such bus driver in identifying and remediating those behavioral and/or performance problems. During the counseling interview the supervisor will provide a copy of Article VIII of this Agreement and explain the possible consequences if the driver fails to improve performance. However, insubordination, refusal to work, dishonesty, theft, gross misconduct, sexual harassment (as defined by District Policy), threats, battery, assault, use of aggressive or threatening

language, or any act that results in a criminal charge, do not require the supervisor to use progressive discipline steps and , if proven, may result in termination.

### **8-2-B**

However, if the contracted bus driver fails to respond to the remedial counsel of his supervisor, discipline shall generally be imposed on a graduated basis as follows:

Written Warning - a written warning to be placed in one's personnel file that the bus driver had received previous counsel from his supervisor regarding unacceptable behavior and/or performance, that the counseling has been unsuccessful, and that should the unacceptable behavior and/or performance continue, more stringent disciplinary action will follow.

Suspension - a written notification outlining the previous efforts in remediating the unacceptable behavior and/or performance with a recommendation to suspend without pay subject to review by the Personnel Administrator for Classified Employee Services. Prior to suspension, a meeting will be held including bus driver, supervisor, Personnel Administrator for Classified Employee Services or designee, and a representative of the bus driver's choice.

Subsequent Offenses - should the contracted bus driver continue to violate, disregard, or show indifference to acceptable behavioral and/or performance standards, his supervisor may recommend termination subject to review by the Personnel Administrator for Classified Employee Services.

### **8-3 Immediate Termination**

Should a bus driver ever demonstrate through either his actions or omission of actions a serious disregard for the safety of the children he transports, his supervisor may recommend immediate dismissal in lieu of graduated disciplinary procedures.

### **8-4**

Dishonesty, if proven may/can result in disciplinary action, up to and including termination.

## **ARTICLE IX - REDUCTION IN FORCE**

### **9-1**

The District will determine when a reduction in force/layoff is necessary and the number of individuals to be laid off.

### **SUBJECT TO THE DETERMINATIONS SET FORTH IN 9-1, ABOVE, THE DISTRICT AGREES TO THE FOLLOWING:**

### **9-2**

Contracted bus drivers who voluntarily resign will be the first to be reduced in force.

### **9-3**

Probationary bus drivers will be reduced before regular bus drivers.

### **9-4**

Additional reductions in force will be based upon a bus driver's "seniority" with the Douglas County School District. The bus driver with the least contracted bus driving experience with the District will be laid off first.

### **9-5**

Contracted bus driving experience with the District shall mean: a contracted bus driver's continuous service with the District, measured in calendar days from the first day the contracted bus driver actually worked for the District as a regular driver following his probationary period.

### **9-6**

In the event two (2) or more bus drivers have the same amount of contracted bus driving experience in the District as defined in 9-5 above, the Supervisor of Transportation will determine the individual to be reduced using the drivers' evaluation reports and driving records. Evaluation reports and driving records being equal, the bus drivers shall draw lots.

### **9-7**

Should a contracted bus driving vacancy occur following a reduction in force, laid off contracted bus drivers shall be recalled in the reverse order of layoff.

**9-8**

The District will forward notice of recall by certified mail to the last known address of the bus driver reflected on District records. The bus driver must, within three (3) workdays of delivery or attempted delivery of the notice of recall, notify the District of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

**9-9**

A bus driver's contracted experience with the District shall be terminated and his rights to recall forfeited for the following reasons:

Discharge, quit, retirement, or resignation;

Failure to give notice of intent to return to work after recall within the time period specified in 9-8 of this Reduction in Force Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;

Failure to return to work upon expiration of a leave of absence;

Layoff for a period of twelve (12) months.

**9-10**

A reduction in the number of hours a bus driver is contracted to work shall not constitute a layoff.

Exhibit A:

**BUS DRIVER SALARY SCHEDULE**

**HOURLY WAGE**

**2013-2015**

**Figures below represent a 2.5% increase to EE & E for 2013 - 2015**

*The District shall pay the employer's legislatively mandated cost of any PERS increases.  
DCSBD reserves the right to reopen negotiations in 2014-2015 for salary only.*

	<b>Step</b>	<b>Employer/Employee (13.25% EE)</b>	<b>Employer (25.75% E)</b>
<b>Probationary Period is 180 Calendar Days</b>	<b>P</b>	<b>14.52</b>	<b>12.72</b>
<b>Regular</b>	<b>1 A</b>	<b>15.24</b>	<b>13.36</b>
	<b>2 B</b>	<b>16.14</b>	<b>14.15</b>
	<b>3 C</b>	<b>17.05</b>	<b>14.93</b>
	<b>4 D</b>	<b>17.93</b>	<b>15.70</b>
	<b>5 E</b>	<b>18.83</b>	<b>16.49</b>
<b>Longevity - 10 Years</b>	<b>L - 10</b>	<b>19.77</b>	<b>17.32</b>
<b>Longevity - 15 Years</b>	<b>L - 15</b>	<b>21.75</b>	<b>19.05</b>
<b>Add 5% to Step E after 10 yrs Add 10% to Step L-10 after 15 years</b>			

**\*25-year longevity: Add \$400 after 25 years**

**\*\*Per 13-6: Bus Drivers who are selected and certified as trainers and evaluators of other bus drivers will be paid one-dollar (\$1.00) an hour more than their regular rate of pay.**

## **ATTAINMENT OF RANGE**

### **10-1 Probationary Bus Drivers (Step P)**

All new contracted Bus Drivers or contracted Bus Drivers being reemployed in the District after a break in service will serve a probationary period of 180 calendar days of contracted service. None of the benefits (such as sick leave, personal day, paid health and accident insurance, etc.) will be available or accruable to a probationary Bus Driver. Following completion of one's 180-day probationary period, the District will decide based upon the probationary Bus Driver's performance whether to continue his employment as a regular Bus Driver, continue his probation, or terminate his employment. Failure to attain regular Bus Driver status after two year will result in the individual's termination.

### **10-2**

Regular Bus Driver (Step A): If a probationary bus driver's employment is continued, he will be designated as a regular bus driver, placed on Step A, and become eligible for all the benefits available through this Agreement.

Should a bus driver complete his probationary period and attain Step A prior to April 1, he will be eligible to be placed on Step B for his next contracted year. A bus driver who attains Step A after April 1 will remain on Step A through his next contracted year.

### **10-3**

Experience Increment Eligibility (Steps C, D, and E): In order to be eligible for a step increment advancement after Step B, a regular bus driver must have satisfactorily served at least 140 days of the number of days for which his particular contract is normally undertaken.

#### **10-4 Longevity Service Increment**

Any Bus Driver in a contracted position covered by this Agreement who has completed a total of ten (10) *or* fifteen (15) years of service with the District shall be eligible for longevity steps L10 or L 15 depending upon one's number of years of service. Compensation for L10 will be 5% over and above the employee's previous range and step placement. Compensation for Step L15 will be 10% over and above the employee's previous range and step placement.

25-year Longevity: Contracted bus drivers having driven 25 years for the Douglas County School District will receive an additional \$400 per year after their 25th contracted year.

#### **10-5**

A bus driver must have a satisfactory performance evaluation to advance on the salary schedule for the succeeding year.

In the event a Bus driver does not have a satisfactory performance evaluation, counseling or corrective training will be provided. No later than six (6) months after the unsatisfactory performance evaluation, another performance evaluation shall be conducted. If the performance evaluation is satisfactory, the employee's salary schedule advancement will be reflected on the next pay period possible. The salary advancement will not be retroactive.

### **Article XI - WORK PERIODS**

#### **HOURS AND DAYS OF WORK**

##### **11-1**

The sole purpose of this Article is to provide a basis for the computation of the number of hours and number of days for which a bus driver will be contracted to work. Nothing contained in this Agreement, however, shall be construed as a guarantee or commitment by the District to any bus driver of a minimum or maximum number of hours of work per day, per week, or per year

**11-2**

A contracted bus driver's daily hours worked will vary. Generally, bus runs required from one and one-half (1 1/2) to three (3) hours to complete. A bus driver contracted for an A.M. and a P.M. bus run will probably work about five (5) or more hours daily. Regardless of hours worked, all contracted bus drivers will retain all benefits included in this agreement, accrued on the number of daily hours worked even though hours may drop below the required five hours after September 30th of each year.

Conversely, after the Average Daily Hours have been established for each route on September 30th of each school year by the Supervisor of Transportation, any new runs which start under five hours will not qualify for benefits for the remainder of that contract year.

**11-3**

The exact number of days for which a bus driver will be contracted in a school year will be predicated by the requirements of a particular run or the needs of the District, but generally about 180 days per year for most assigned runs and up to 220 days for runs involving multi-track year-round schools.

**Article XII - OVERTIME**

**12-1**

Overtime is defined as assigned work beyond forty (40) hours in a workweek.

**12-2**

A workweek is any seven (7) consecutive day period commencing on Monday and ending on Sunday midnight.

**12-3**

Assigned overtime shall be compensated at a rate of 1.5 hours for each hour worked.

12-4

No driver shall receive overtime compensation for work, which was not approved and assigned by the Director of Transportation.

### **Article XIII - COMPENSATORY ADDENDUM**

#### **13-1 Meals/Lodging**

Bus drivers assigned to drive out-of-District activity and athletic trips will be entitled to meal and lodging reimbursement (within the maximums set on the District's Expense Reimbursement Voucher) provided the following conditions occur:

##### **13-1-A**

Meal reimbursement will be issued only when a driver has a break in service. If there is no break in service, drivers will not be eligible for meal reimbursement.

A driver who is unable to take a meal break and has no break in service, will be compensated for time in service. Moreover, if a driver takes a meal break and purchases a meal, she/he will be compensated for that meal, but will not be compensated for the .5 hour of break in service.

##### **13-1-B**

To claim lodging expenses for overnight trips, a driver must submit a receipt for lodging subject to District-set allowances.

##### **13-1-C**

If drivers choose not to eat certain meals or if meals are paid for by some other source, no District reimbursement will be paid.

##### **13-1-D**

If required to stay overnight, drivers will not be asked to share rooms.

##### **13-1-E**

A false claim for reimbursement will be treated as dishonesty, grounds for immediate termination.

## **13-2 Call Out**

### **13-2-A - Unscheduled**

Any time a contracted bus driver chooses to accept an unscheduled assignment to drive, he will receive his regular rate of pay for the actual time worked for that unscheduled assignment.

### **13-2-B - Interrupted**

Any time a contracted bus driver reports for a scheduled run which subsequently is canceled and for which he could not have known of the cancellation, he will be credited with having worked a minimum of two (2) hours for that interrupted run.

## **13-3 Commercial Driver's License Department of Motor Vehicles Physical Exam**

The District will cover the cost of one (1) Commercial Driver's License (CDL) Department of Motor Vehicles (DMV) exam every two years for each contracted bus driver. The required exam includes both the commercial driver fitness exam and the CDL certification.

A District designated occupational medicine physician will perform the exam. If the physician limits the CDL certification to less than two (2) years, and if no lapse in employment occurs, the District will pay for the recertification expense. The bill for said exam will be sent directly to the District for payment. The District will not pay for an exam that is not administered by the District's designated physician. In the event a bus driver chooses not to have the CDL DMV exam performed by the District's designated physician, the bus driver will be responsible for the entire cost of the exam. *Under no circumstances shall the cost for said exam be paid by the District health insurance policy.*

**13-4 Required Attendance**

Any time the District requires a bus driver's attendance at a function such as a meeting, the driver will be paid his regular rate of pay for the time in attendance.

**13-5 Standby Pay**

If a driver delivers his passengers to an event or activity and is required to wait, or "stand by," until the activity concludes, he will be paid at 100% of his regular rate of pay during the time he is standing by. If a driver is required to stand by overnight, eight (8) hours of sleeping time will be deducted from the total time recorded as standby time.

**13-6 Trainers**

Bus Drivers who are selected and certified as trainers and evaluators of other bus drivers will be paid one-dollar (\$1.00) an hour more than their regular rate of pay.

**13-7 Same Position**

A contracted bus driver who is injured on the job will be returned to his same position and route if he is medically certified to return to full-time, unrestricted service within six months of such injury.

If a contracted bus driver is not medically certified to return to full-time, unrestricted service within six months of a job-related injury, he will be entitled to the next available route following his unrestricted medical release up to one year after such injury.

If a bus driver is not able to return to work after a job-related injury within one year of such injury, his entitlement to any bus route is void.

**13-8 Field Trips**

The procedure for assigning field trips is vested with the District. Though due consideration will be given to driving experience with the District in the assigning of field trips, the needs of the District will be paramount.

### 13-9 Paid Holidays

The following days shall be observed as legal paid holidays:

Labor Day (first Monday in September)

Nevada Day (October 31)

Veteran's Day (November 11)

Thanksgiving Day (fourth Thursday in November)

Christmas Day (December 25)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

## **Article XIV - PRIVATE VEHICLE TRAVEL FOR SCHOOL**

### **BUSINESS**

#### 14-1

District-owned vehicles shall be used whenever they are available.

#### 14-2

In the event a contracted bus driver is directed by the Supervisor of Transportation Services to use one's private vehicle for school business, that individual will be reimbursed at the rate adapted by the State and applied to all District employees for any mileage involved in conducting that school business.

#### 14-3

If a private vehicle is used in lieu of an available District-owned vehicle, no reimbursement will be allowed.

## Article XV - INSURANCE

### 15-1

The District agrees to offer group health, dental, optical, and life and accidental death and dismemberment (AD&D) insurances to all eligible contracted bus drivers whose daily bus runs average five or more hours per day, or if the combination of daily runs and field trips are **an average** of 25 hours per week for a total of at least 450 hours for the first semester in order to continue to be eligible for the second semester.

### 15-2

The District shall pay \$585.00 from July 1, 2013 through June 30, 2015 of the individual group health, accident, dental and optical insurance for all contracted bus drivers covered by this agreement commencing with the first day of the month following a satisfactory 180 day probationary period for contracted probationary bus drivers and commencing with the first day of the new contract year for continuing contracted bus drivers. 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) month of claims maintained in the Self-Insurance Fund.

No later than November of each year the Advisory Insurance committee created under Article 15-4 shall review and consider projected costs of the Plan, projected revenues for the Self-Insurance Fund and 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.

**15-3**

Dependents of bus drivers eligible for insurance benefits under the Agreement will be allowed to participate in this insurance program but shall bear the full premium cost for the coverage afforded under this insurance program. Group term life insurance will not be offered to dependents.

**15-4**

The Douglas County School Bus Drivers Chapter #6 shall have a representative on the District's Insurance Advisory Committee. This representative shall be appointed by the President of the Douglas School Bus Drivers, Chapter #6. The recommendations of this committee shall be presented annually to the School Board of Trustees.

**Article XVI – LEAVES**

**16-1 Sick Leave**

**16-1-A**

A contracted school bus driver, who has successfully completed his probationary period, will be credited with sick leave time at the rate of one and one quarter (1-1/4) days for each month worked: provided that bus drivers contracted to work 220 days will be credited with earning sick leave over a 12-month period and be credited with 15 sick leave days per year. However, one full day of sick leave will be deducted regardless of the number of hours a bus driver is scheduled to work on any particular day of his 220-day-contract should he have a need to use sick leave for all the hours on such day.

**16-1-B**

Unused sick leave may be accumulated from one year to the next up to a total of 180 days.

**16-1-C**

Sick leave may be taken in quarter, half, or full day increments. All the sick leave, which a bus driver has accumulated, may be used for his own illness or disability or medical/dental appointments, which cannot be scheduled outside the bus driver's assigned workday.

Any contracted Bus driver who takes sick leave must contact their immediate supervisor or acting supervisor when possible before the sick time is taken. Any bus driver who takes three (3) or more consecutive days without initially contacting his immediate supervisor or acting supervisor prior to taking the leave will be considered to have abandoned his position and will be subject to Article 16-17-A unless:

the reason for the absence is verified by a physician to have incapacitated the bus driver to the point notification was not possible.

or, the bus driver worked out a scheduled return date with his immediate supervisor or acting supervisor.

or, the bus driver had a bona fide, variable emergency or medical issue, which prevented the employee from calling prior to within the first three (3) days of absence.

#### **16-1-D**

Sick leave may also be taken for the following reasons that affect the employee's ability to devote full attention to his job:

##### **16-1-D-1**

up to fifteen days in one year for unavoidable absence caused by a serious accident or critical illness of the employee's spouse, parent, sibling, grandparent, child, grandchild, and those similarly related by marriage; and

##### **16-1-D-2**

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.

### **16-1-D-3**

In the case of critical illness to a bus driver's parent, sibling, child, or spouse, all other leave as provided in this Agreement having been exhausted, the Assistant Superintendent for Personnel Services may grant five (5) additional unpaid leave days upon written request from the bus driver so affected.

### **16-1-E**

The District may require a physician's certificate or other documentation and may make any appropriate inquiry to verify an employee's claim for sick leave. Improper use of sick leave benefits will be considered abusive and is subject to severe disciplinary actions.

### **16-1-F Sick Leave Bank**

#### **16-1-F-1**

The purpose of the Sick Leave Bank is to provide assistance to contracted bus drivers 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.

#### **16-1-F-2**

In order to be eligible, bus drivers who were contracted and who completed their probationary period in the previous year in the District and who are interested in participating in the Sick Leave Bank shall complete and submit a sick leave Bank Participation/Authorization form to the Executive Board of the Douglas County Bus Drivers Association, Chapter 6 (Association) with copies forwarded to Human Resources and Business Services.

1) Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of September 1 through September 30.

2) Sick Leave Bank Participation/Authorization forms will be made available from the Association representative.

3) Although the District will not be involved in decisions regarding the Sick Leave Bank's operation, the Association agrees to keep written minutes of the Douglas County Bus Drivers Association, Chapter 6, Executive Board's deliberations, such minutes to be sent to the Superintendent following each of those deliberations and/or meetings.

**16-1-F-3**

Bus Drivers participating shall donate and have deducted from their own sick leave account two (2) days from the first time the contracted bus driver is eligible for and chooses to participate in the Sick Leave Bank and (1) day in any year thereafter for the operation of the Sick Leave Bank.

**16-1-F-4**

Whenever the total number of days in the sick leave bank is less than 50, 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.

**16-1-F-5**

Bus Drivers participating in the Sick Leave Bank shall continue their participation from year to year unless they notify the Douglas County Bus Drivers Association, Chapter 6, Executive Board in writing of their intent to withdraw.

1) A bus driver who withdraws form the Sick Leave Bank will not be reimbursed for the sick leave days already contributed.

**16-1-F-6**

Days not used during the school year will carry over to the next year.

**16-1-F-7**

Only Bus Drivers who have contributed to the Sick Leave Bank will be eligible to receive assistance from the Sick Leave Bank. Bus Drivers must exhaust all accumulated sick lave before they can become eligible to receive assistance from the bank. Only current sick leave bank members are eligible for this benefit.

**16-1-F-8**

Bus drivers who wish to apply for assistance from the Sick Leave Bank shall complete and submit a Sick Leave Bank Assistance Application to the Bus Drivers Association Executive Board. Sick Leave Bank Assistance Applications will be available upon request from the Association representative.

1) The Bus Drivers Association Sick Leave Bank Board shall be Executive Board of the Bus Drivers Association, Chapter 6.

2) The Bus Drivers Association Executive Board shall review the bus driver's application, sick leave account, and usage. The Executive Board has the right to accept or reject requests.

3) The Bus Drivers Association Executive Board shall forward its decision to the District Human Resources and Business Services Offices. The decision of the bus Drivers Association Executive Board is final and is only subject to review through the internal structure of the Bus Drivers Association.

4) An eligible bus driver approved for assistance from the Sick Leave Bank may be granted a maximum number of 30 days sick leave per year.

**16-1-F-9**

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

**16-1-F-10**

The Bus Drivers 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.

## **16-2 Personal Leave**

Following completion of their probationary period, all bus drivers will be granted two (2) days of paid personal leave during their contract year. Bus drivers may accumulate up to a maximum of four (4) days of personal leave per year. Personal days may be used individually or together subject to the restrictions of this article.

Personal leave cannot be taken during the first ten (10) days nor the last ten (10) days of the school year for students and only one (1) day 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 may be appealed to the Assistant Superintendent for Human Resources in cases of bona fide emergency. Request to use personal leave, except in the case of emergency, must be submitted to the bus driver's immediate supervisor at least three (3) days in advance of such leave.

Bus Drivers will be compensated at the end of the school year at their normal hourly pay rate for each unused personal day in excess of two (2) days available for accumulation.

## **16-3 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 180 days, for any Bus driver who meets the following criteria:

has completed ten (10) years of service with the Douglas County School District;

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 Bus driver options:

\$25.00 per day for each day of accumulated sick leave in a lump sum payment.

\$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 Bus Driver's name has been exhausted. In the event of the retired Bus Driver'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.

#### **16-4 Jury Leave**

##### **16-4-A**

A contracted bus driver who is required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service.

##### **16-4-B**

A contracted bus driver who reports for such service and is excused there from shall immediately contact the Supervisor of Transportation and report for work, if requested.

##### **16-4-C**

In order to be paid by the District for such leave, the bus driver must submit to the Director of Business Services written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.

##### **16-4-D**

Any court compensation received by the bus driver as a result of being called for jury duty must be remitted to the District.

#### **16-5 Uncompensated Leave**

##### **16-5-A - Medical**

##### **16-5-A-1**

Any contracted bus driver who has successfully completed his probationary period, who is temporarily disabled and unable to work due to a medical condition, and who has exhausted his accumulated sick leave, will, upon written request, be granted a leave of absence without pay for the period of his disability, provided such period shall not exceed six months.

**16-5-A-2**

The term medical condition as used in 16-5-A encompasses all temporary medical disabilities, excluding pregnancy related disabilities.

**16-5-A-3**

Health and accident insurance benefits ordinarily provided by the District and for which the bus driver is otherwise eligible, will be continued during the period of medical leave only if the bus driver elects to pay the full costs of such coverage. The cost of dependent coverage normally borne by the bus driver will also remain the sole responsibility of the bus driver. The bus driver should make arrangements with Business Services to pay for the costs of such coverage before the leave begins.

**16-5-A-4**

A bus driver who requires an unpaid medical leave of absence must notify Personnel Services in writing of the need for such a leave as soon as the employee learns that he is, or will become, temporarily disabled and unable to work due to a medical condition. The notice must be accompanied with a form provided by the District with medical documentation from the attending physician that verifies the existence of the medical condition, the anticipated duration of the disability, and the dates the leave is expected to begin and end. The form must be signed by the attending physician.

In the event the medical condition or documentation is deemed not satisfactory by the District, the district may seek a second opinion as to the existence or severity of the medical condition or disability at the District's expense.

**16-5-A-5**

Before returning to work from a medical leave of absence, an employee must provide a physician's statement that indicates that he is fit to return to work and his ability to perform will not be limited in any way.

**16-5-A-6**

When determining whether an employee who is disabled within the meaning of the federal disability law is able to return to work, the physician should make an individualized assessment of whether the employee can, with or without reasonable accommodation, perform the essential functions required of a bus driver.

**16-5-A-7**

Although the District is unable to guarantee reinstatement to a bus driver's exact position at the end of his medical leave of absence, he will be returned to a comparable bus run. Such an employee will be credited with all service prior to the commencement of his disability but not for the period of his disability.

**16-5-A-8**

Requests for extensions of a medical leave of absence will be considered if they are received by Personnel Services in writing before the expiration of the approved leave. The request must be accompanied with a form provided by the District and medical documentation from the attending physician that verifies the continued existence of the medical condition for which the leave was requested per 16-5-A. Request for extension shall not cause the total period to exceed six (6) months. A Bus driver who fails to report for work immediately following the expiration of an approved leave is deemed not satisfactory by the District; the District may seek a second opinion as to the existence or severity of the medical condition or disability at the District's expense.

**16-5-B - Long-Term Personal**

**16-5-B-1**

The Board may grant an uncompensated leave of absence to any bus driver who has served a minimum of five (5) years of continuous service with the District.

**16-5-B-2**

The request must be made in writing and as much in advance of the requested leave as possible; it shall state the amount of time requested (not to exceed twelve [12] months) and the reason for the request. The Board will not consider a request that has not been approved by the Supervisor of Transportation and the Superintendent.

**16-5-B-3**

Bus drivers who wish continuation of their group health benefits while on an unpaid personal leave of absence must make advance premium payments.

**16-5-B-4**

Upon return from an approved unpaid personal leave of absence, a bus driver will be returned to the same route he held prior to the commencement of his leave or to a route that is comparable.

**16-5-B-5**

If the purpose for which the leave was granted is subsequently violated by the bus driver, the leave will automatically be canceled and the bus driver's services terminated.

**16-5-B-6**

Any driver not able to return to his bus driving duties following expiration of a long-term leave forfeits any claim to District employment thereafter.

**16-5-C - Incidental**

Incidental unpaid leaves of absence limited in the aggregate to five (5) days per year may be granted given positive endorsement by the Supervisor of Transportation and approval by the Assistant Superintendent for Personnel Services.

*Additional unpaid leave may be requested in writing in case of bona fide emergency. Approval for this leave will be at the discretion of the Assistant Superintendent for Human Resources, whose decision will be final and not subject to appeal.*

## **16-6 Maternity Leaves**

### **16-6-A - Pregnancy**

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 sick leave for recovery from childbirth is limited to six (6) weeks for normal delivery and eight (8) weeks for cesarean 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.

### **16-6-B - Child Rearing**

#### **16-6-B-1**

A bus driver shall be granted a child-rearing leave without pay not to exceed six (6) calendar months upon written application to the Board of Trustees submitted at least six weeks prior to the commencement of the requested leave.

#### **16-6-B-2**

Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.

#### **16-6-B-3**

No benefits shall apply or accrue to bus drivers while on child-rearing leave, except that they shall be credited with one (1) year of service for salary advancement if they have worked at least 140 days of their contract at the time such leave commenced. Upon return, the bus driver shall be credited with any accumulated unused sick leave.

### **16-6-C - Adoption**

#### **16-6-C-1**

An employee shall be granted an adoption leave without pay not to exceed six (6) calendar months upon written application to the Board of Trustees submitted at least six (6) weeks prior to the

commencement of the requested leave provided the request is made within three months after the day of the adoption.

**16-6-C-2**

Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee had worked at least 140 days of his contract at the time the leave commenced. Upon return, the bus driver shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

**16-7 Unauthorized Leave**

**16-7-A**

Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence of three (3) consecutive workdays shall constitute an abandonment of position and will be treated by the District as a resignation.

**16-7-B**

Prior to noticing the employee of his separation under this section, the District will send a certified letter to the employee's last address of record advising him of the District's intent to terminate him unless he contacts the District within three (3) work days from the date the letter was mailed.

In the event the employee does contact the appropriate District administrator within the three days, the District may still proceed with disciplinary action; however, the action may be reviewed through the grievance procedure set forth in this Agreement.

**16-8 Association Leave**

**16-8-A**

Beginning each school year, the Association shall be credited with ten (10) days aggregate leave to be used for Association business. Such leave is not accumulative.

**16-8-B**

Association leave shall be requested by the Association president not less than three (3) work days prior to the commencement of such leave.

**16-8-C**

The Association will be billed for the average daily rate of pay of the individual released for Association leave.

**Article XVII - GENERAL SAVINGS CLAUSE**

**17-1**

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 into immediate negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full force and effect.

**17-2**

During the negotiations resulting in this Agreement, the District and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the areas of mandatory bargaining. This Agreement, therefore, contains the entire understanding, undertaking, and agreement between the District and the Association and finally determines all matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be executed by both the District and the Association and reduced to writing.

**17-3**

This Agreement contains all benefits relating to bus drivers and no others are incorporated herein.

## **Article XVIII - TERM OF AGREEMENT**

### **18-1 TERM OF AGREEMENT**

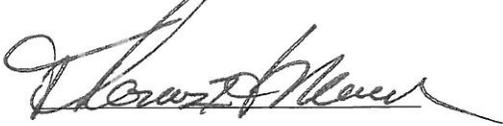
This Agreement shall be effective as of the 1st day of July 2013 and shall remain in effect until the 30th day of June 2015, with a reopener on salary only for 2014-2015, and will continue in full force and effect for an additional period of one (1) year unless either party gives written notice to the other in accordance with the provisions of NRS 288.180 of a desire to change, amend, or modify the Agreement.

### **18-2**

In the event a successor agreement is not executed before the termination date of this agreement as stipulated in 18-1 above, the District will continue to honor any benefits a contracted bus driver may have accrued prior to the termination date of the agreement without enhancing those benefits until such time a successor agreement is ratified by both parties.

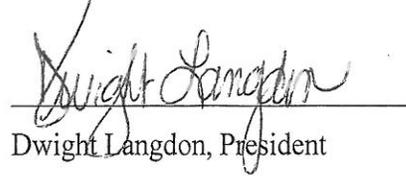
IN WITNESS WHEREOF, the parties have hereunto set their hands this 14<sup>th</sup> day of January 2014.

Board of Trustees

A handwritten signature in cursive script, appearing to read "Tom Moore", written over a horizontal line.

Tom Moore, President

Douglas County School Bus Drivers

A handwritten signature in cursive script, appearing to read "Dwight Langdon", written over a horizontal line.

Dwight Langdon, President

A handwritten signature in cursive script, appearing to read "Ross Chichester", written over a horizontal line.

Ross Chichester, Clerk