

**NEGOTIATED CONTRACT**

**BY AND BETWEEN**

**ESMERALDA COUNTY SCHOOL DISTRICT**

**AND**

**ESMERALDA COUNTY TEACHERS ASSOCIATION**

**2020-2021**

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ARTICLE I  
RECOGNITION

- 1.1 The District recognizes the Esmeralda County Classroom Teachers Association, here after known as Association, as the exclusive representative of all certificated teachers employed by the District.
- 1.2 It is agreed that any employee who is contracted to spend 50% or more of his/her workday performing administrative duties shall be excluded from the bargaining unit represented by the Association.
- 1.3 The rights and privileges granted solely to the Association, under the provision of this Agreement that apply, shall be for the exclusive use of the Association subject to the exceptions of NRS 288.

ARTICLE II  
ASSOCIATION RIGHTS

2.1 Right to Organize

- 1. The District agrees that the individual teacher will have full freedom of association, self-organization, and the designation of representatives of their own choosing in negotiating the terms and conditions of their employment, and that they will be free from interference, restraint, or coercion by the District, or its agents, in the carrying out of said activities.
- 2. Association membership shall be at the sole discretion of the employee.

2.2 Pertinent Information

- 1. The District agrees to promptly furnish to the Association, upon written request, all information as required by law.

2.3 Association Business

- 1. Representatives of the Association and its affiliates will be permitted to transact Association business on school property, provided that this does not disrupt normal classroom activities. With permission of the Superintendent, Association representatives may be allowed to leave their respective buildings at the end of the student school day to perform Association business.

2.4 Association Use of School Buildings and Equipment

- 1. With permission of the Superintendent, the Association shall be allowed the use of school buildings, telephones, mailboxes, and other school equipment for meetings, the conducting of business, or the communicating of information to members. Any use shall not conflict with regular school activities, and such use shall not involve any extra custodial services and/or other unusual expenses to the District. Any added expense resulting from such use will be paid by the Association.

2.5 Notification to District



1. In September of each year during the term of the contract, the Association shall furnish the District in writing with the names of its current officers and business agents or representatives.

## 2.6 Successorship

The District agrees not to convey or transfer or cause to convey or transfer its operations to a new employer and/or charter school without first securing the agreement of the successor to negotiate with the Esmeralda County Teachers Association while the current contract remains in effect until a new contract is negotiated.

## ARTICLE III PAYROLL DEDUCTIONS

### 3.1 Dues Deductions Authorized

1. The Trustees agree to deduct, in equal installments beginning as soon as possible after receipt of completed membership forms and continuing through the final pay period for the contract year, such monies for annual membership in the National Education Association, Nevada State Education Association, UniServ Council of Nevada, and Esmeralda County Classroom Teachers Association.
2. Such payroll deduction of dues and political contributions will continue from year-to year unless canceled by the teacher as provided herein.
3. Any teacher desiring to have the District discontinue deductions previously authorized must notify the Association and the District in writing July 1<sup>st</sup> through July 15<sup>th</sup> of each year for that school year's dues and political contributions. The Association will notify the District in writing to discontinue the employee's deduction(s) by September 15th.
4. The Association will notify the District by September 15th of the amount of dues to be deducted for the ensuing year.
5. Upon termination of employment with the District, the remaining amount of dues and political contributions for the Association (above) will be deducted from the employee's final check unless said employee has provided the Association with notification as provided herein.
6. All legally required deductions have priority over Association dues.
7. The Association will indemnify, defend and hold the District harmless against any claims made or against any suits instituted against the District on account of any action taken or not taken by the District in good faith under the provisions of this article.

### 3.2 Other Payroll Deductions

1. Upon written authorization from the teacher, the District may deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, and insurance. Any additional voluntary payroll deductions must have minimum of seven (7) enrollees. Deductions will begin on the next full pay period following notification.

ARTICLE IV  
GRIEVANCE PROCEDURE

- 4.1 A grievance is a disagreement between an individual, or the Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.
- 4.2 For the purpose of this article, a "school day" is defined as any calendar day that the school offices are open for business except for winter and spring breaks.
- 4.3 If a grievance exists, the following steps shall be taken to resolve the grievance:

Step 1: Informal Meeting

Within fifteen (15) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the complainant must submit a written grievance to the aggrieved party's Supervisor. Both the aggrieved and the supervisor will retain a signed, dated copy of the grievance. If the Superintendent is the immediate supervisor, then the grievance will begin at Step 2.

The Immediate Supervisor will answer the grievance, in writing, within ten (10) school days.

If after discussion between the individual and their Immediate Supervisor if a disagreement still remains, the Aggrieved Party shall proceed to Step 2.

Step 2 - Superintendent of School

If the aggrieved party is not satisfied with the disposition of its grievance at Step 1, the party may file written grievance with the Superintendent within ten (10) school days. The Superintendent or his designee will meet with the aggrieved party, his Principal or immediate appropriate supervisor, or both, in an effort to resolve the grievance. Such a meeting will take place within ten (10) school days after receipt of the grievance by the Superintendent. The Superintendent shall, within ten (10) school days after this meeting, render his decision, in writing, to the aggrieved party.

Step 3 -Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the Association Grievance Committee may present the Grievance to Mediation within ten (10) school days after the Superintendent's response in Step 2.

Procedure for Grievance Mediation:

1. The Superintendent must respond to a Grievance request for Mediation within ten (10) workdays.
2. A Mediator will be obtained from the Federal Mediation and Conciliation Service.
3. The Mediator shall confer with the Superintendent or his Designee and the Association, and hold a hearing within twenty (20) school days or a date mutually agreed upon by all parties. If the hearing is unable to be heard within the twenty school days, the grievance shall be submitted to Step 4.

4. Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings.
5. If no solution is reached to the satisfaction of both parties, the Association Grievance Committee may submit the grievance and all information in Steps 1 and 2 shall be submitted to Step 4.

#### Step 4 – School Board

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the Association Grievance Committee may appeal to Step 4 by notifying the President of the Board within ten (10) school days after the mediator responds in Step 3. The School Board shall conduct a hearing on the grievance at its next regularly scheduled meeting. The Board shall render its decision in writing to the Association within ten (10) school days after the meeting.

#### Step 5- Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 4, then the Association Grievance Committee may present the grievance to arbitration within ten (10) school days after the Board responds in Step 4. The arbitrator will be selected in compliance with the American Arbitration Association (AAA) rules. The Arbitrator will consider the grievance and render the decision, which will be final and binding on the parties.

#### 4.4 Arbitration Costs

The costs of all arbitrations shall be borne as follows:

- a. The expenses, wages, and other compensations of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparations of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- b. The arbitrators' fees and expenses, and the cost of any hearing room, will be borne equally by the Board and the Organization. All other expenses will be paid by the party incurring them.
- c. If a court reporter is requested by either party, the party requesting the reporter shall pay all costs of the recorder and provide copies of the transcript to the arbitrator and the other party. The parties agree that the arbitrator shall not have the authority to order the presence of a court reporter.

#### 4.5 Individual Rights

Nothing contained in this article shall preclude an employee or the Association, with or without representation, from bringing a problem through the chain of command to the Trustees on an informal and oral basis.

#### 4.6 Rights to Representation

1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance, which has been presented under this article.

2. If a grievance affects a group of teachers of the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Step 2. The Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Grievances involving administration above the building level may be filed by the Association at Step 2.

3. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in the connection therewith, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without the loss of pay, in order to do so.

#### 4.7 No Reprisals

No reprisals of any kind will be taken by the Trustees or the administration against any person because of participation in this grievance procedure.

#### 4.8 Cooperation of the Employer and Association

The parties shall cooperate in the investigation of any grievance, and both parties will furnish such relevant information as is requested for the processing of any grievance.

#### 4.9 Personnel Files

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

#### 4.10 Following Grievance Steps:

If a grievant or Association skips a step or timeline in the grievance process, the grievance is waived.

## ARTICLE V CORRECTIVE DISCIPLINE AND TERMINATION

#### 5.1 Corrective Discipline

Corrective and disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors, which do not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.

1. The District will, through a corrective discipline system, give employees an opportunity to improve their job performances and/or behaviors, which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.

2. If disciplinary action is deemed necessary it shall be done within twenty (20) days of the occurrence and the following steps will be taken:

a) Verbal Warning - A verbal warning or reprimand is given to the employee for the first occurrence of a minor offense. A warning is administered by the employee's immediate supervisor.

b) Written Warning - A written or formal warning is given to the employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action, which will be taken against the employee if the offenses are repeated within a specified time limit. A copy of the written warning is placed in the employee's personnel file, but it is destroyed twenty-four (24) months following the date on which it was given if the intervening service has been satisfactory. The employee is required to read and sign the formal warning and has the right to pursue this matter under the grievance procedure.

c) Reprimand/Suspension without Pay - If, despite previous warnings, an employee still fails to reach the required standards in the specified time frame, the employee may be reprimanded and/or suspended without pay. Under suspension, the employee is barred from working for a period of time, and his/her salary is docked accordingly. Suspension without-pay actions could range from one (1) to twenty (20) days.

An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge, and is generally utilized when the employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal district business.

3. Dismissal - An employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive procedure will be terminated.

## 5.2 Termination

1. Resignation - An employee who resigns shall submit his/her resignation in writing to the District and give at least two (2) weeks notice. The Board shall not unreasonably withhold its consent.

2. The Association agrees that, in the event any employee resigns on or after July 15, of the year in which the contract is tendered for the ensuing contract year, the District may suffer a financial burden of at most five percent of the base salary of the adopted teachers' salary schedule in locating a replacement employee, and therefore, further agrees that if the District demonstrates this financial burden, said employee shall pay the District five percent of the base salary of the adopted teachers' salary schedule as liquidated damages in the event the employee resigns on or after July 15, of the year in which the contract is tendered for that ensuing contract year. This provision may be waived if mutually agreed by the employee and the District.

3. Probationary Employee Termination - If, during the probationary period, an employee's performance or conduct is not overall satisfactory or he/she fails to qualify medically for reasons that render such person unqualified for the position, the employee may be terminated. Every probationary teacher being terminated will be entitled to the following:

- a) The teacher will be notified in writing before the 15th day of April. This notification will include a written statement declaring, clearly and explicitly, the specific reasons for the termination of his/her service.

- b) The teacher may, within ten (10) days of the receipt of the statement of reasons, appeal the termination through the grievance procedure.
- c) With the exception of the provisions stated above, the District agrees to adhere to NRS 391.820 in regard to probationary teachers.

4. Post-probationary Employee Termination - A post probationary employee may be terminated or subject to disciplinary action if his/her performance or conduct is not overall satisfactory according to NRS 391.750.

In determining whether the professional performance of a certificated employee is inadequate, consideration shall be given to the regular and special evaluation reports prepared in accordance with the District Policy.

5. Consideration Before Termination - Prior to termination, excluding termination pursuant to sections, 3, 4, and 6 of this article, an employee shall be given a warning an a reasonable time to rectify the problem. This warning will include:

- a) A precise definition of the problem in terms of professional deficiency.
- b) A precise set of expectations delineating what level of performance would constitute acceptable performance in the problem areas defined.
- c) A prescription of remediation which spells out courses of action and time expectations so the teacher involved can reach an acceptable level of performance.
- d) A prescription for assistance by the Principal or immediate supervisor which spells out courses of action and time lines, whereby the teacher will be assisted and counseled in improving the level of performance to an acceptable level.

According to the gravity of the offense, employee discipline short of termination may consist of oral warning, written reprimand, or suspension. Any incident or situation that arises during the current school year that could possibly be cited as a reason for termination will be discussed promptly with the teacher.

The District reserves the right, as a form of discipline, to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate and rehabilitate the employee.

6. An employee may be terminated without prior warning for the following misconducts or causes:

- a. Immorality
- b. Physical or mental incapacity
- c. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization.
- d. Conviction of a felony or of a crime involving moral turpitude
- e. Dishonesty

Whenever the Superintendent has reason to believe that cause exists for the dismissal of a certified employee and when he is of the opinion that the immediate suspension of the employee is necessary in the best interests of the children in the District, the Superintendent may suspend the employee without notice and without a hearing.

Notwithstanding the provisions of NRS 391.760, the Superintendent may suspend a certified employee who has been officially charged but not yet convicted of a felony or a crime involving moral turpitude or immorality. If the charge is dismissed or if the employee is found not guilty, he must be reinstated with back pay, plus interest, and normal seniority. The Superintendent shall notify the employee in writing of the suspension.

7. Abandonment of work - An employee absent from work in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned his/her job and shall be terminated.
8. Just Cause - No teacher will be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred, dismissed, non-renewed, terminated, or otherwise deprived of any professional advantage without just cause.

## ARTICLE VI TRANSFERS

### 6.1 Voluntary Transfers

The District policy recognizes that it is desirable, when making assignment, to consider the interests and aspirations of its teachers. Request by a teacher for transfer to a different class, building, or position will be made in writing, on forms furnished by the District, one copy to be filed with the Association and one copy to be filed with the Superintendent. The application will set forth the reasons for the request for transfer, the school, grade, or position sought. Voluntary transfers will be granted on the basis of experience, qualifications, Superintendent approval, and seniority of the applicant. Should the District or its agent deny a request for transfer, it will, within five (5) days, provide the teacher with written reasons therefore. No transfer will be denied without reasonable cause.

### 6.2 Involuntary Transfers - Within the Building Site

An involuntary transfer at the building site can be made by the District Superintendent. No transfer will be made without reasonable cause which must be provided to the teacher being transferred ten (10) days prior to the effective date. Notice must be in writing by the District Superintendent and include the following:

- a) Substantiation of the licensure/certification of the teacher for the grade level/subject area in the transferred position.
- b) Clearly written terms and conditions of the transfer; including, but limited to, the effective date of the transfer and the ending date of the transfer, if applicable.
- c) A statement to the transferred teacher assuring all rights and benefits of the master contract remain in full force and effect.

### 6.3 Involuntary Transfers - Between School Sites

When a vacancy occurs in the District and such vacancy has to be filled with existing staff, the vacancy will be filled in the following manner:

- a. Volunteers will be called from the staff and be open for five (5) days.



- b. If, within five (5) days, no volunteers have requested a transfer, the Superintendent will transfer the least senior teacher in the District within that grade level or teaching area.
- c. A teacher may be released from his/her contract, rather than accept the transfer, without prejudice.
- d. Reasonable moving expenses necessitated by an involuntary transfer will be borne by the District.
- e. If the teacher objects to the process followed by the District, the dispute maybe resolved through the grievance procedure, beginning at Step 2.
- f. An involuntary transfer will not result in the loss of compensations, seniority, or fringe benefits.

6.4 Expected Vacancies:

The District shall furnish, as soon as possible, to the Association copies of Trustees' meeting minutes which shall reflect expected vacancies. The minutes shall reflect the position open, grade level, subject matter, and building or school of the vacant position.

ARTICLE VII  
REDUCTION IN FORCE

7.1 Personnel Reduction

- 1. In the event that the District elects to exercise its management right to reduce personnel because of a lack of funds or a lack of work, such reduction shall be effected as follows:
  - (a) The employee with the least seniority in the effected classification or position shall be laid off first.
- 2. The Association shall be notified as soon as possible of any impending layoffs.
- 3. Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid off teachers who are qualified to perform the work in question will be recalled in order of seniority. Teachers shall be dropped from the recall list after one year (1), or if they decline a position when offered.
- 4. Any teacher re-employed by exercising recall rights shall be given the salary step held when laid off and shall be given all unused sick leave and other benefits held when laid off. A recalled teacher will not accumulate benefits during the lay-off period. Step pay increase shall be determined as provided in Article 12-3, Sub. 2.
- 5. A recalled teacher must repay any sick leave that was paid by the District at the time of the reduction in force.

7.2 Seniority

Seniority will be computed from a teacher's most recent date of hire in the bargaining unit (date of hire shall be defined as the date the signed contract is received at the school district office).



Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence. When seniority is equal between or among teachers, ranking of those teachers will be determined by preparation level as indicated by current placement on the salary schedule. When seniority and preparation level is equal between or among teachers, ranking of those teachers will be determined by experience level (high school experience for a high school position, junior high experience for a junior high position, etc.). When seniority, preparation level and experience level are equal between or among teachers, ranking of those teachers will be determined by the drawing of lots.

1. By September 30th of each school year, the Superintendent will provide the Association with a list showing the seniority of each teacher employed by the district, their areas of certification and courses taught.
- 7.3 When a reduction in force is necessary at one site in the district, the teacher whose position was terminated must take an open position in the District before bumping another employee.

## ARTICLE VIII TEACHER LEAVES

### 8.1 Sick Leave

1. At the beginning of each school year, each teacher will be credited with fifteen (15) days of sick leave at full salary for personal illness or disability, maternity, personal medical appointments, quarantine or communicable disease. Unused days each year will be accumulated up to maximum of one hundred eighty (180) days. The teacher hired after the beginning of the school year will have their sick-leave pro-rated on the actual number of days contracted. At the end of the school year, each teacher will receive a report on accumulated sick leave.
2. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
3. The employee may use up to ten (10) days of allotted sick days for the necessary care of ill or disabled children or spouse. Additional days for care of other family members may be granted by the Superintendent.
4. A staff member who is unable to work in their position because of illness or disability and who has exhausted all sick leave available will be granted a leave of absence without salary for up to two years. After which, the Board will review the current documentation provided by the employee to determine a possible extension.
5. Each employee may be required to furnish satisfactory proof of the necessity for the sick leave, if such proof is requested by the Superintendent.
6. Accrued sick leave:
  - (a) After five (5) continuous years of service in the District and upon termination of employment, each certified employees will receive a lump sum payment for all days of accumulated unused sick leave, up to one hundred and twenty five (125) days maximum, at the rate of thirty-five percent (35%) of his/her current daily salary times the number of days accrued. This does not apply to employees who move to another teaching position in Nevada and take their sick days with them as per NRS 391.180.

- (b) After five (5) years of continuous employment with the District, each certified employee who uses three (3) days or less of sick leave in the preceding year may sell back up to a maximum of six (6) days of unused sick leave at the rate of 50% of his/her current daily rate of pay per day. Each employee who uses five (5) days or less of sick leave in the preceding year may sell back up to three (3) days of unused sick leave at the rate of 50% of his/her current daily rate of pay per day. Employees who wish to take part in the buy-back of unused sick leave for the prior school year must notify the ECSD in writing no later than August 31<sup>st</sup> of that school year.

7. The employee must notify the appropriate supervisor when sick leave is required. Such notice should be given on the preceding day, if possible. In an emergency, notification shall be made as soon as possible.

8. Employees covered by this agreement may become members of the sick leave bank and by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank is to assist employees who have long-term illness or disabilities and have exhausted their sick leave accumulation.

- (a) Only individuals who have contributed to the bank are eligible for benefits.
- (b) Application for benefits from the sick leave bank shall be made to the Sick Leave Bank Committee. The Committee shall be made up of two members appointed by the Association President and one member appointed by the Board of Trustees. The decision of the Committee shall be final.
- (c) At the beginning of each school year there will be a nine week open enrollment period. Eligible staff must notify the school district in writing of their desire to participate in the bank.
- (d) Enrollment in the bank shall continue automatically from year to year unless notice of withdrawal is given in writing to the school district during the enrollment period. Withdrawal will not result in reinstatement of the time contributed to the bank.
- (e) When the number of days in the bank falls below ten, the Committee will inform the bank membership that a special assessment of one sick leave day per member will be made to replenish the bank.
- (f) The maximum anyone can contribute to the sick leave bank at any one time is one sick leave day.

## 8.2 Maternity Leave

1. The Trustees will provide for leave of absence, without pay, from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery there from, or necessitated as the result of adoption proceedings.

2. The length of leave of absence, including the date on which the leave will commence and the date on which the teacher will resume duties, will be determined by the teacher and the Administration, in consultation with her physician or, in the event of adoption, the child's physician.

3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from are, for all job-related purposes, temporary disability and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with

employment by the Board. All written and unwritten employment policies and practices of the Trustees will be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions as applied to other temporary disabilities.

4. The Trustees will not refuse to do any of the following because of a teacher's pregnancy:

- a. Select her for a training program leading to employment, reassignment, or promotion;
- b. retain her as an employee;
- c. consider her for and enroll her in training programs - leading to employment, reassignment or promotion;
- d. treat her equally with all employees in compensation or in terms, conditions, or privileges of employment.

#### 8.3 Bereavement Leave

The employee may use up to eight (8) working days in the event of a death in the immediate family. In special circumstances, additional days may be granted at the discretion of the Superintendent. This includes mother, father, sister, brother, children, spouse, and grandparents. Other deaths will be covered under this provision with the recommendation of the Principal and approval of the Superintendent.

#### 8.4 Leave for Jury Duty

1. Any employee receiving notice of jury duty shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled day as such jury duty permits.
2. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty, and any money received for jury service shall be remitted to the District.
3. Any per diem or transportation allowance shall be retained by the employee.

#### 8.5 Professional Leave

Temporary leave at full salary will be provided teachers attending professional association committee meetings, conferences, conventions and assemblies, and may provide each teacher for visiting other schools upon recommendation of the principal and approval of Superintendent. Any rejection may be appealed by the individual to the Board of Trustees at its next meeting.

#### 8.6 Personal Leave

1. At the beginning of each year, each employee will be credited with three (3) personal days of leave at full pay. Unused personal days will be accumulated to a maximum of ten (10) days. Any unused personal leave above ten (10) days must be transferred to accumulated sick leave.
2. Personal leave shall be granted to employees without limitation as to the purpose for use of such days.

3. Personal days shall not be taken the day prior to or the day immediately following any vacation period or holiday except in the case of an emergency or by permission of the Superintendent.

4. Employees wishing to use personal leave shall notify their immediate supervisor of the intended use of a day's personal leave at least five (5) days prior to the date to be used except in cases of emergencies. In the latter case, notice should be given as early as possible. All personal leave is subject to scheduling by the appropriate supervisor.

#### 8.7 Extended Leaves of Absence

1. Upon approval of the Superintendent, extended leaves of absence without salary will be provided for such reasons as extended personal or family illness, child care, adoption, paternal leave during childbirth, exchange teaching, serving in a public or Association office, or military service.

2. Teachers on extended leaves will be entitled to:

- (a) Return to a comparable position which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration, if available.
- (b) Accrue seniority and salary schedule experience credit, and resume receiving all other teacher insurance and retirement benefits.

#### 8.8 Sabbatical Leave

1. Upon application to the Board of Trustees, a sabbatical leave of one school year may be granted for professional study in the employee's area of specialization. One teacher per year may be granted sabbatical leave.

2. The employee must have completed five years with the school district by September 1 of the year in which the leave is to commence, and must not have taken sabbatical leave in the preceding five (5) years.

3. There will be no salary compensation or group medical insurance premium paid.

4. The employee will agree to work in the District for at least 1 year following their sabbatical leave. The employee will maintain his/her seniority.

### ARTICLE IX TEACHER WORK YEAR

#### 9.1 Regular Work Year

- 1. The work year for teachers shall be 1309 hours:
  - a. One hundred forty-four (144) work days with students at eight and one half (8.5) hours worked per day (1224 hrs.)
    - i. The duration of the student school day will be seven and one half (7.5) hours.
  - b. Seven (7) professional development days without students at eight and one half (8.5) hours worked per day (59.5 hrs.)

- c. Three (3) teacher work days without students at eight and one half (8.5) hours worked per day which shall be scheduled as follows (25.5 hrs.):
  - i. Two (2) days scheduled during the week prior to the first school day with students.
  - ii. The remaining one (1) day scheduled on the immediate work day following the last school day with students.

Item i. will not become effective until the 2018-2019 school year.

- 9.2 The District will formulate a calendar for the school year. The Association will have input. This may be accomplished with a traditional 180 day calendar, or a calendar with an alternative schedule as adopted by the Board of Trustees. Paragraph 9.1.1 does not preclude the district from adopting an alternative or traditional calendar.

## ARTICLE X TEACHER WORK DAY

### 10.1 Hours of Duty

1. The normal teaching hours of duty in a day will be seven and one-half (7 1/2) hours.
2. Reporting times for teachers will be determined by the District. There will be a duty free lunch period of thirty (30) minutes provided for each teacher.
3. Hours of duty for partial sessions will be determined by the Superintendent.
4. Ninety (90) minutes every other week will be provided during the school year for the purpose of conducting Professional Learning Communities (PLCs) meetings/training.
5. At the direction of the Superintendent, teachers and aides at each school site shall work together to establish a process by which aides will be available to provide teachers with restroom breaks.

### 10.2 Duties

1. Plans and reports not directly related to teaching shall not be prepared during the hours when teachers are in charge of the students.
2. When not engaged in actual classroom teaching, teachers shall prepare for future instruction, confer with parents and students, participate in in-service training and improvement programs - in general to fulfill professional responsibilities to students and community.
3. Teachers shall be directly responsible to the Superintendent. They shall promptly and consistently carry out the instructions of the Superintendent.
4. All teachers will be guaranteed at least thirty (30) consecutive minutes of uninterrupted preparation time each day. This time will be determined by agreement between the teachers at each site and the Superintendent. Remaining time will be spent supervising students.
5. Attendance at faculty meetings will be limited to Esmeralda County School District employees as appropriate.

6. At the discretion of the Board of Trustees and/or Superintendent, an Academic School Officer position may be established at one or more of the school sites to be filled from within the site staff, as need may arise. The Academic School Officer will:

- (a) be responsible for on-site decisions in the absence of the Superintendent;
- (b) report weekly to the Superintendent the events that transpired and decisions made;
- (c) refer discipline matters to the Superintendent for assignment of consequences;
- (d) respond to urgent situations with minimal interference to the Academic School Officer's classroom instruction,
- (e) perform other duties to insure the efficient progress of the campus. Duties may include but are not limited to preparing and disseminating flyers for campus events, organizing periodic after school functions, or maintaining student data in software programs, and
- (f) fulfill duties and responsibilities as listed in the ECSD Academic School Officer Job Description.

The selection of an Academic School Officer is at the discretion of the Superintendent and is not based on the seniority clauses of this Negotiated Agreement. Each Academic School Officer will receive \$2,500 per year in payment of services rendered. In addition, in exchange for 24 On-call status.

### 10.3 Responsibilities

- 1. It shall be the responsibility of the District to inform all employees covered by this agreement of the rules, policies, and regulations of the District.
- 2. It shall be the duty of the employee to observe rules, policies, and regulations of the District.

## ARTICLE XI NON DISCRIMINATION

11.1 The parties agree to comply with NRS 288.270 in its entirety with regards to nondiscrimination.

## ARTICLE XII PROFESSIONAL COMPENSATION

### 12.1 Salary Schedule

Certified salaries are set forth in Schedule A, see attached, for school years 2020-2021. A Retention Incentive in the amount of \$1,500.00 in lieu of a raise will be paid to all current regular bargaining unit members employed as of the approval of this agreement.

### 12.2 P.E.R.S.

In addition to the amount of salary reflected on the Certified Teachers Salary Schedule, the District will agree to remit the full amount of the contribution presently required by P.E.R.S.

### 12.3 Years of Service Earned Outside the District

1. The District has the right to allow years of service to be brought into the District for salary and placement on the step schedule as the District deems appropriate or necessary to fill certified vacancies.
- 12.4 For a teacher to move vertically in the District, they must have been paid for at least one thousand eighty seven (1087.5) hours in that school year to count as one year's experience.
- 12.5 Extended School Year
1. Teachers who consent to be employed for a period longer than the regular school year will be paid at an hourly rate equal to with their regular contracted pay (salary divided by 1309 hours/154 days).
- 12.6 Credits for Professional Advancement
1. The School District shall credit any teacher who desires professional growth advancement on the salary schedule for any course(s) taken at an institute of higher learning that is in the teacher's major or minor field of preparation in education or the teacher's current assignment.
  2. Undergraduate credits are to be in courses approved by the Superintendent and should relate to the teacher's area of certification or likely to facilitate advancement into a related academic area.
  3. All work must have a grade of at least a C or a passing grade when pass/fail is used.
  4. A career maximum of eight (8) in-service units earned through the University System and/or Department of Education will be counted for advancement on the salary schedule.
  5. Only credits earned after receipt of a full-time teaching certificate will count towards advancement on the salary schedule.
  6. Units counted shall be semester units. Quarter hours will be converted to semester hours by multiplying by two-thirds.
- 12.7 Pay Periods
1. Teachers will receive their contract salary in bi-weekly periods, to coincide with the District payroll schedule.
  2. Extracurricular contract salaries will be paid as soon as possible following completion of said contract.
- 12.8 District Car
- Subject to Superintendent approval, itinerant teachers directed by this District to travel on a regular basis to work in the various schools of the district, will be provided with a District car for such travel.
- 12.9 Professional Compensation
- Initial placement on the salary schedule shall be based on a bachelor's degree in any field (if used to obtain a post-baccalaureate teacher's certification) or a bachelor's degree in education. The credits earned in the post-baccalaureate teacher's certification program will count towards placement beyond a bachelor's degree.



Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, will be submitted to the Superintendent not later than the 20th day of October. This documentation shall be in the form of an official transcript. When the documentation is presented, the increased salary will commence and be paid retroactively to the beginning of the school year. The superintendent shall inform the Association of all advances in teacher's preparation status by the 20th day of November.

12.10 Longevity Pay

Longevity bonuses will be paid annually to employees with continuous years of service in the district at the following intervals and amounts:

15 - 19 years of experience	\$1,000.00
20 - 24 years of experience	1,000.00
25 or more years experience	1,650.00

This subsection is not retroactive.

12.11 Vertical Advancement on Salary Schedule

A teacher will only be moved vertically one step every school year.

12.12 Mileage reimbursement. The District will reimburse at the State of Nevada rate.

12.13 Travel Expenses

Breakfast, lunch and dinner are reimbursed to the employee after the trip on a per diem basis. The District will pay the prevailing per diem rate as allowed for State employees and officials for meal expenses when District employees are on an authorized business trip. No receipts are required for these reimbursements.

Regular hours for meals are as follows:

Breakfast: Leave before 7:00 a.m.

Lunch: Leave before 11:30 a.m. and/or Return after 1:00 p.m.

Dinner: Return after 6:00 p.m.

Lodging expenses will be reimbursed at the rate set for State employees and officials and "reasonable rates of the area" for out of state travel. Must have receipt for lodging.

For approved travel to conferences or meetings outside of the School District/Nye County School District, the employee shall receive payment prior to travel for airfare or mileage, conference registration fees, per diem meals and lodging.

ARTICLE XIII  
ABOVE SCHEDULE ALLOWANCES FOR EXTRA-DUTY

13.1 Extra-Duty Compensation

1. Extra-duty assignments outside the school day will be made by the Superintendent and an individual contract will be issued.



2. Teachers covered by this Agreement will be given the first choice on the assignments, unless a previous person desires to return. Staff will be given five (5) working days notice before opening the position to other individuals.

3. After five (5) days notice any vacancies may be filled by administrative appointment.

4. Appointments will be made at least two weeks before the beginning of the activity.

5. Compensation:

Head Basketball Coach	\$ 800
Assistant Basketball Coach	600
Eighth Grade Advisor	300
Eighth Grade Field Trip Chaperone	300
Year-book (each school)	600
District Track	200
Mustang Round-up	100
Student Council Advisors	400 (each school)
Website Development/Updates	800
Curriculum Committee Facilitators	500 (each, up to three (3) members)
Federal Programs Director	1000

5a. The Superintendent, with the approval of the Board, may pay up to \$100 for special events put on by a school.

6. Eighth Grade Advisors will be chosen by the Superintendent from those individuals who volunteer for the position in the following order: a) 8<sup>th</sup> grade teacher; b) other licensed teacher; c) classified employee; d) volunteer. The 8<sup>th</sup> grade advisor shall be responsible for planning, and raising enough money, in the opinion of the Superintendent, to pay for the annual 8<sup>th</sup> grade trip. The 8<sup>th</sup> grade advisor will not be compensated until all duties stipulated herein are completed.

The Eighth Grade Field Trip Chaperone will be responsible for chaperoning students on their trip. The Superintendent will select individual(s) who volunteer for the position in the following order: a) 8<sup>th</sup> grade teacher, b) other certified personnel, c) classified personnel, or d) volunteer. The selection will be based on the site, gender, and number of students participating, with a desired ratio of 5 students per chaperone. The 8<sup>th</sup> grade field trip chaperone will be compensated upon successful completion of all duties.

7. Student Council Advisor will: (a) supervise student body elections in the fall, (b) hold student council meetings at least once each month, (c) supervise fund raising activities, (d) be present at student council sponsored events, (e) submit monthly reports of meetings and events the student council is involved in, and (f) submit a final report of the student council's activities for the year and a report of monies raised and spent on a district form. Each school's student council shall sponsor at minimum of four events each school year.

8. Yearbook Advisor will: (a) insure that pictures of students and events are taken (b) do the layout of the yearbook (c) supervise the selling of ads and the yearbook itself, and (d) receive no compensation if the yearbook is not complete, if extraordinary circumstances occur, this item would be waived.

9. Basketball Coaches will: (a) attend all practices, (b) attend all games played home and away during the season, (c) ride the activity bus and supervise the players, and (d) officiate games at

home with no compensation during the season if no officials have been employed or do not show up for the games.

10. Mustang Coordinator will: (a) get the proper information out to all teachers in a timely manner, (b) organize and supervise the event.

11. Track Meet Coordinator will: (a) get the proper information out to all teachers in a timely manner, (b) organize and supervise the event.

13.2 (a) District personnel required to attend I.E.P. discussions, planning, review, testing, etc. after 4:00 p.m. on school days, week-ends, holidays or vacation will be paid a flat rate of \$20.00 per hour. Every effort will be made to hold I.E.P. meetings, etc. on a school day during school hours. Meetings must be approved by the Superintendent/Principal.

(b) District certified personnel agree to participate in three (3) off contract time functions/events without compensation. These may include but not be limited to the Fall Open House, a Parent Involvement meeting, or the Spring Graduation. Teachers, as necessary, may be required to report earlier and/or remain longer to attend general faculty meetings and special meetings when called by the Superintendent or the Principal without additional compensation as part of their contract responsibility. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional contract responsibility. Teachers are expected to be available to parents and students for counseling before and/or after the first and/or last regularly scheduled class or preparation period. Certified employees required by the Superintendent or Principal to attend functions/events or staff development beyond the 3 days will be paid \$20 per hour only for the number of hours of the event or meeting.

13.3 Any teacher required to supervise students on an overnight field trip will be paid a flat fee of \$120.00 per night. (The eighth grade field trip is excluded).

#### ARTICLE XIV HEALTH INSURANCE

14.1 District agrees to provide bargaining unit members employee only insurance coverage in the District's Group Insurance Plan of up to \$950.00 per month, per employee beginning with the insurance renewal date of 01/01/18, plus \$150.00 per month towards 1) Family Plan; or 2) HSA Account. Those employees receiving this benefit must be covered by the insurance plan and work twenty (20) or more hours per week. This is the same benefit received by other employees in the District. Group insurance is defined as Medical Insurance. Supplemental is defined as Dental and Vision Insurance.

#### ARTICLE XV TEACHER RIGHTS AND PROTECTION

15.1 The Superintendent shall maintain, for school district purposes, one personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping. A site file may also be maintained.

15.2 At any time after a period of three (3) years and one (1) day from issuance, any written report, comment, reprimand, or other document, excluding evaluations, placed in any teacher's file shall be removed upon written request of that teacher.

15.3 An employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. Anonymous or unattributed material shall not be placed in the file. An employee shall have the right to contest placement of

materials in the personnel file through the grievance procedure. In addition, the employee may submit a written response to any material placed in the personnel file. This written response shall then be attached to the appropriate file material in the file.

- 15.4 In a specific personnel action no use may be made of any material which has not been properly placed in the official file.
- 15.5 In all instances where there is contact between administrators and a parent regarding a complaint or problem with a child and a teacher, the teacher involved shall be notified within 5 working days of the nature of the complaint/problem and any proposed action to be taken.

ARTICLE XVI  
SAFETY AND HEALTH

16.1 Unsafe Conditions

- 1. An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor.
- 2. Should the supervisor conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.

ARTICLE XVII  
MATERIALS, SUPPLIES and FACILITIES

17.1 Materials, Supplies and Facilities

1. The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, teaching tools and supplies and similar materials are essential tools of the teaching profession. Therefore, the District agrees to keep the school adequately equipped, supplied and maintained as far as is possible under the scope of the District budget. The District encourages teachers to provide input as an aid in determining the need for materials, supplies and facilities.

17.2 Teacher Supply Fund

Each teacher will be provided \$500 material and supply fund, the general fund, to be used at the discretion of the teacher for the classroom each year. The district authorizes \$1,500 for the special education and counselor programs for the duration of this agreement only.

ARTICLE XVIII  
RULES and REGULATIONS

18.1 Right to Manage

1. The Association recognizes that the Trustees have the exclusive right to manage and direct the District. Accordingly, the Trustees reserve the exclusive right to formulate District policy, rules, schedules, work assignments, and regulations.

18.2 Trustees' Policies

1. The Trustees will adhere to the policies that they have set, and see that they are carried out in a fair, equitable, and consistent manner.

18.3 The Association agrees to abide by the policies, rules, scheduling, and work assignments, of the Board and/or its designee.

ARTICLE XIX  
STRIKES and LOCKOUTS

19.1 Strikes and Lockouts

1. There shall be no lockouts by the District or strikes or suspension of work, slowdowns, or sick-outs, excluding bona fide illness, by the Association or by the employees. This agreement is a guarantee by the parties that for its duration there will be no lockouts, strikes, suspension of work, slowdowns, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance procedure.

19.2 Picketing

1. Unless otherwise prohibited by federal or Nevada law, notwithstanding any other provision of this article, it shall be a violation of this Agreement, or cause for discharge or other disciplinary action, if an employee refuses to enter upon any District Property involved in a lawful primary labor dispute, under circumstances where entrance to such property will necessitate the crossing of a lawfully constituted picket line, sanctioned by the Association.

ARTICLE XX  
SAVINGS CLAUSE

20.1 Entire Agreement

1. This Agreement is the entire Agreement of the parties.

2. If any provision of this Agreement or any application thereof, to any teacher, is finally held to be contrary to federal or state law, then such provision or application will be deemed invalid, to the extent required by such decision, but all other provisions or applications will continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations will immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

ARTICLE XXI  
TEACHER EVALUATION

21.1 The parties agree to comply with NRS 391 in the area of teacher evaluation. It is understood that the evaluation program will be re-evaluated and amended.

ARTICLE XXII  
JOINT ADVISORY COMMITTEE

22.1 It is agreed that both parties benefit when communication between the parties are increased to a level that mutual understanding of each other's needs and desires are reached. It is also agreed that the totality of the quality of education is served when the parties mutually investigate, discuss and exchange ideas, and that a need exists to enhance and intensify that exchange.

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

Recommendations from this committee shall be advisory only and shall not be binding upon the District or E.C.C.T.A.

The committee shall consist of the E.C.C.T.A. president, the superintendent and one Board member. The committee will meet as needed, at the request of either party.

ARTICLE XXIII  
DURATION OF AGREEMENT

23.1 Agreement

This agreement is entered into this 1<sup>st</sup> day of July, 2020, by and between the Esmeralda County School District, hereinafter called the "District," and the Esmeralda County Classroom Teachers Association, hereinafter called the "Association."

23.2 Effective Period

This agreement will be effective as of July 1, 2020, and will continue in full force and effect until June 30, 2021, or until such time that a successor agreement is negotiated and ratified by both the Esmeralda County School District Board of School Trustees and the Esmeralda County Classroom Teachers Association.

The parties shall each have the right to open no more than four (4) Articles, including Article 12.1, Article 14.1 and Appendix A.

23.3 Renewal and Reopening of Agreement

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, in accordance with NRS 288. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of the Agreement will remain in full force and effect until an agreement is reached.

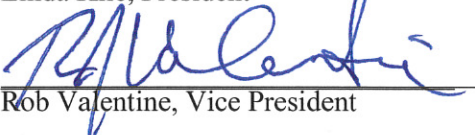
23.4 Date and Signatures

This Agreement is signed this 19<sup>th</sup> day of November, 2020.

IN WITNESS THEREOF:

For the Esmeralda County  
Classroom Teachers  
Association

  
Linda Kile, President

  
Rob Valentine, Vice President

For the Board of Trustees  
of the Esmeralda County  
School District

  
Trisha Hafer, President

  
William Kirby, Clerk