AGREEMENT

BETWEEN

LINCOLN COUNTY SCHOOL DISTRICT

AND

LINCOLN COUNTY ADMINISTRATORS ASSOCIATION

FOR

July 1, 2015 - June 30, 2019

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	Recognition	03
II	Definitions	03
III	Grievance Procedure	04
IV	Association Activities	07
V	Travel Requests & Reimbursements	09
VI	Employment of Administrators	10
VII	Leave	11
VIII	Group Insurance	16
IX	Protection for Administrators	17
X	Corrective Discipline & Termination	17
XI	Safety and Health	21
XII	Administrator Personnel Files	21
XIII	Administrator Evaluation &Supervision	22
XIV	Retirement	22
XV	Dues Deductions	23
XVI	Reduction in Force Policy	24
XVII	Compensation	25
XVIII	Nondiscrimination, Successorship & General Savings Clause	25
XIX	Contracts	26
XX	Terms of Agreement	26
Appendix A	Salary Matrix	

ARTICLE I

RECOGNITION

1-1

The District recognizes the Association as the exclusive representative of all administrative personnel employed by the District, including the Superintendent, Principals, Assistant Principals, and any other administrative personnel recognized by the Lincoln Co. School District (ie: Administrative Assistants, District Office personnel, etc.)

ARTICLE II

DEFINITIONS

2-1

The term "negotiations law" as used in this agreement, shall refer to Chapter 650 of the Statutes of Nevada enacted by the 1969 Legislature and as amended, (commonly known as the Local Employee Management Relations Act).

2-2

The term "administrators," as used in this agreement, shall refer to all contractual, administrative, certified personnel eligible for membership in the Lincoln County Administrators Association.

2-3

The term "association," as used in this agreement, shall mean the Lincoln County Administrators Association, and is the entity known as the Employee Organization as defined in S.N. 650, Section 5, (N.R.S. 288.040).

2-4

The term "school trustees," as used in this agreement, shall mean the Board of School Trustees of the Lincoln County School District, and is the entity as defined in the Local Government Employer in S.N. 650, Sec.7. (N.R.S. 288.060).

2-5

The term "school trustee" and "association" shall include authorized officers, representatives, and agents. Despite references herein to "school trustee" and "association" as such, each reserves the right to act hereunder by committees or by designated representatives.

2-6

The term "school district" as used in this agreement, shall mean the Lincoln County School District.

2-7

The term "superintendent," as used in this agreement, shall mean the Superintendent of Schools of the Lincoln County School District or his designated representative.

2-8

The term "Contracted School Year," as used in this agreement, shall mean the number of days specified in the individual administrators contract.

2-9

The term "Immediate Family," as used in this agreement shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, step-children, half-brother, half-sister, grandchildren, grandparents of employee or spouse, or any relative living in the immediate household of the employee.

2-10

The term "board," as used in this agreement, means the Local Government Employee-Management Relations Board, as defined in S.N. 650, Sec. 4 (N.R.S. 288.030).

2-11

The term "Agreement," as used in this agreement, shall refer to the name of this document being the "Professional Negotiations Agreement between the Lincoln County School District and the Lincoln County Administrators Association."

2-12

The term "consultant," shall mean any person requested by either the association or the school trustees to provide assistance in the negotiations process.

2-13

The term "contract days," as used in this agreement, shall mean administrator employment days.

ARTICLE III

GRIEVANCE PROCEDURE

3-1

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.

3-2

For the purpose of this article, a "school day" is defined as any calendar day that the school offices are open for business.

3-3

If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for an administrator and the immediately involved supervisor to resolve problems through free and informal communications. Accordingly, any grievance may first be discussed with the aggrieved party's supervisor, with the objective of resolving the matter informally.

Step 1

Superintendent of Schools

Within ten(10) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance may be presented to the aggrieved party's Superintendent.

The Superintendent will answer the grievance, in writing, within (5) school days.

Step 2

Board of School Trustees

If the aggrieved party is not satisfied with the disposition of its grievance at step 1, the party may file the written grievance with the School Board within (5) school days.

The Board or their designee will meet with the aggrieved party and/or immediate appropriate supervisor in an effort to resolve the grievance. Such a meeting will take place within five (5) school days after receipt of the grievance by the School Board. The School Board shall, within five (5) school days after this meeting render its decision, in writing, to the aggrieved party.

Step 3

Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the aggrieved party may present the grievance to binding arbitration within five (5) school days after the Trustees respond.

The arbitrator will be selected in the same manner as outlined in Step 3.

The Expedited/Streamlined Arbitration format will be used at this level.

The arbitrator will consider the grievance and render a decision which will be final and binding upon the parties.

3-4

Arbitration Costs

The costs of all arbitration 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, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.

b. The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator shall determine the losing party. In the event of a split decision the arbitrator shall determine the portion of the total cost to be borne by each party.

3-5

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.

3-6

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, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance 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 connection therewith, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

3-7

No Reprisal

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

3-8

Cooperation of the Employer and Association

The Trustees and the administration will cooperate with the Association in its investigation of any grievance, and both parties will furnish such relevant information as is requested for the processing of any grievance.

3-9

Exclusive Remedy

The sole remedy available for any alleged breach of this contract or an alleged violation of rights hereunder granted shall be pursuant to the forgoing grievance procedure prior to taking any other action. In the event the Association fails to comply with this section the Employer may request arbitration as set forth in Step 3.

3-10

Arbitrators Authority

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

ARTICLE IV

ASSOCIATION ACTIVITIES

4-1

The school trustees hereby agree that every certified administrator of the school district shall have the right to freely join the association for the purpose of supporting the cause of education and welfare of the administrators, and shall not in any manner interfere or discourage nor allow any of its employees to interfere with such activity.

4-2

The school trustees will not discharge, dismiss, or discriminate against any administrator by reason of his membership in the association or his participation in any grievance.

4-3

The association, along with other employee associations, shall be allowed time for meetings after the completion of the first general session of all employees, at the beginning of each school year.

4-4

The association agrees that all of its activities will be conducted so as not to interfere with regular duties and obligations. This will not be construed so as to prevent administrators from participating in the fact finding process of the Local Government Employee-Management Relations Act.

4-5

The association shall have the right to place, in a reasonable manner, appropriately identified notices, circular and other materials on school faculty bulletin boards and in the administrators= mail boxes.

4-6

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

4-7

The association will not send notices home with students and will not discuss association business with students.

4-8

The association shall have the privilege of using school facilities and equipment including typewriters and other duplication equipment, calculating machines and audiovisual equipment at reasonable times, providing this shall not interfere with normal school use and used for purposes other than partisan politics. Materials and labor shall be supplied at association expense.

4-9

Deduction of association dues shall be made on the average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.

4-10

The duly authorized representatives of the association and the organizations with which the

association is affiliated, not employed by the Lincoln County School District shall be permitted to discuss matters pertaining to association business only after dismissal of the students.

4-11 At District expense, administrators will be allowed 1 membership & 1 professional association (NASA).

ARTICLE V

TRAVEL REQUESTS AND REIMBURSEMENT

5-1

The school district shall reimburse any administrator for travel required for school business at the standard district formula.

5-2

Administrators wishing to visit other schools or attend workshops at their own expense, may do so provided:

1. A letter stating the purpose and desired outcome of the visit is presented to the Superintendent.

2. Administrators pay any cost incurred by the requested visit.

3. Approval of the Superintendent is received by the administrator.

5-3

Administrators may visit other schools or special meetings and workshops with released time and/or travel expenses paid if:

1. Administrator is requested by the superintendent to attend for purpose deemed beneficial to the school district.

2. Administrator recommends in writing, that attendance will be beneficial to the school district and receives written affirmation from the superintendent.

5-4

In the event estimated expenses for the above exceed $1000, approval of the Superintendent of schools must be given prior to visitation.

ARTICLE VI

EMPLOYMENT OF ADMINISTRATORS

6-1

Subsequent to the effective date of this agreement, new personnel hired as district administrators by the school trustees will be properly certificated according to the laws regulating their field of administration. The association recommends, and the Lincoln County Board of School Trustees agree, that administrators hired in the future for positions in the Lincoln County School District, will hold at least a Master's Degree and the special endorsement in Administration which is required by the Nevada State Department of Education.

6-2

It is recommended that vacancies which occur in the school district in existing or new permanent administrative positions during the school year should be advertised within the school district prior to the selection of a person to fill the vacancy. Applications from currently employed personnel will be accepted and given consideration with new applications for transfer or promotions into positions for which they are qualified.

6-3

It is agreed that the Superintendent will have the opportunity to interview prospective administrators who may be under their jurisdiction, and fill the particular administrative assignment.

6-4

Administrators shall be given at least ten (10) days to examine their own contract before it must be signed and returned to the superintendent.

6-5

No administrator should be reprimanded or disciplined publicly unless he asks for a public hearing.

6-6

The number of days that each administrator is under contract shall be specified on the individual contract.

6-7

All work locations and administrative assignments will be specified on the individual contracts.

6-8

Involuntary Transfer

a. An involuntary transfer may be initiated due to a decline in enrollment, closing of a

school, failure to meet enrollment projections, or Superintendent decision.

b. Involuntary transfers, if made, will be on the basis of reverse seniority among administrators.

c. Administrators who are involuntarily transferred shall be given ten working days advance notice prior to the effective date of the transfer.

d. For purposes of Article 6-8, a transfer is the movement of an administrator from one work location to another work location at a different work site.

e. Newly hired administrators may be given a year=s credit for a year=s experience as:

1. Administrative Assistant
2. Vice Principal
3. Other comparable administrative experience. This experience must have written documentation. Not more than 3 years experience can be credited.

6-9 Letters of Intent will be sent and made available to administrators by Jan 15 of each year in 3 formats; US Postal service mail, email, and posted on the LCSD website. Administrators will be required to return a letter of intent to the superintendent by Mar 1 of each school year indicating their commitment in returning to LCSD for the next school year. Letters not completed, signed, and returned by the deadline will indicate no intention to return and the district will proceed to advertise the open position. The district is not obligated to accept late letters of intent.

ARTICLE VII

LEAVES OF ABSENCE

7-1

Upon two weeks prior notification to the Superintendent, five (5) days leave annually, without loss of pay, shall be granted the association president or his appointee for the purpose of attending professional association meetings, conferences, delegate assemblies, conventions, or for the purpose of visiting other schools within the Lincoln County School District. Ten (10) additional days may be granted by the school board with any salary deductions limited to the substitute's pay scale and reimbursed to the district by the association.

7-2

Association members attending the NASA Conference shall be granted leave without loss

of pay.

SICK LEAVE AND DISABILITY AND BENEFITS

7-3

Each full time administrator shall be credited with sixteen (16) days of sick leave for 200 day contracts, seventeen (17) days for 215 day contracts, and eighteen (18) days for 225 day contracts at the beginning of each school year. Unused sick leave shall accumulate without limit. Administrators who begin service later in the school year will be credited with a prorated number of days of sick leave for the balance of the school year, on a basis of one and one-half (1 2) days of sick leave for each school month of service to be performed during that year. Administrators who leave the district prior to the end of the school year shall only be given their prorated share of sick leave predicated on a basis of one and one-half (1 2) days per month worked.

7-4

Unless otherwise noted in item 7-20, an administrator who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability, to the end of the school year. This leave may be renewed each year by the school trustees upon written request of the administrator.

7-5

Leave with pay, within the limits of the sick-leave policy, for an operation shall be allowed provided the attending physician certifies that the operation should not be postponed. Verification from the attending physician may be required.

7-6

Administrators shall be granted by the superintendent a minimum of one (1) day and not more than seven (7) consecutive days, with pay to be deducted from sick leave to attend the funeral of a member of the immediate family. Request for extension of this leave shall be directed to the superintendent and approved by the board of trustees.

7-7

Administrators may be granted a leave of absence with pay to be deducted from sick leave, from 1 to 10 days, to any administrator unavoidably absent because of serious illness or serious accident within the immediate family. Request for this leave should be directed to the school trustees.

7-8

Administrators leaving the employment of the district shall be paid twenty-three percent (23%) of employee=s daily wage for each day of unused sick leave up to 225 days providing they have ten consecutive years of contracted employment with the district and have not been dismissed pursuant to NRS 391.

VISITATION

7-9

Upon written request to and approval from the superintendent, administrators may be granted professional leave to visit other schools for the purpose of observing methods of discipline, class organizations, methods of instruction, experimental programs, or other activities related to education. No deduction from salary shall be made for approved visits of this type. (Refer to Article V-3)

COMMUNITY SERVICE AND UNFORESEEN CIRCUMSTANCES

7-10

Leave of absence not to exceed five (5) days in any school year may be granted by the superintendent upon written application in advance for participation in civic or community activities. Five (5) days may also be given, upon notification to the superintendent, by an administrator for leave for unforeseen circumstances as cannot reasonably be foreseen under normal circumstances. If an administrator has leave in both areas under this section his total leave shall not exceed five (5) days. Salary deduction shall be limited to the substitute's pay.

MILITARY LEAVE

7-11

Administrators who must serve under involuntary order in military programs shall have no loss of salary from the school district for participation in such programs for up to fifteen (15) days per school year.

PROFESSIONAL LEAVE

7-12

With the prior approval of the superintendents, leave will be granted for the purpose of attending professional meetings, conventions, conferences, assemblies, with no deduction from salary if it is thought that such attendance will render an educational service of value to the Lincoln County School District. At the discretion of the Superintendent, per diem and/or travel may be provided by the district. (Refer to Article V-3)

PERSONAL LEAVE

7-13

At the beginning of each year, each administrative employee will be credited with four (4) personal days of leave at full pay. Unused personal days will be allowed to accumulate up to eight (8) days. Administrators who leave district employment prior to the end of the contract year shall only be granted their prorated share of personal leave based on the number of months worked.

7-14

Personal leave shall be granted to employees without limitation as to the purpose for the first four (4) days. If employees are entitled to any accumulated personal days, an explanation must be made in writing to the superintendent as to the purpose and shall be granted at his discretion. Such leave shall not be unreasonably denied.

7-15

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.

7-16

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.

EDUCATIONAL SERVICES

7-17

At the request of the superintendent, administrators may be excused from their regular duties in order to organize or participate in events which provide educational services. This leave shall include, but not be limited to, institute, day preparation or evaluation of pilot programs.

MATERNITY/PATERNITY LEAVE

7-18

a. Any female employee who becomes pregnant shall be entitled to use sick leave for the period of time just before delivery, during delivery, and after delivery. The time at which the employee leaves and returns shall be mutually agreed upon by the employee, the superintendent, and the employee's physician.

b. Male employees are eligible to use accrued sick leave for paternity leave under the guidance of the Federal Family Medical Leave Act. The time at which the employee leaves and returns shall be mutually agreed upon by the employee and the superintendent.

JURY DUTY LEAVE

7-19

Leave shall be granted, with no deduction in pay, for any administrator required to be absent from assigned duties by reason of his or her appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which the teacher's attendance is compelled by a duly issued subpoena or court summons. Any pay for jury duty will be reimbursed to the district.

SICK LEAVE BANK

7-20

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

b. Only individuals who have contributed to the bank are eligible for benefits.

c. Application for benefits from the sick leave bank shall be made to the Sick Leave Bank Committee.

d. At the beginning of each school year there will be a nine week open enrollment period. In addition, any new hire may join within nine weeks of employment. Eligible staff must notify the school district in writing of their desire to participate in the bank.

e. Enrollment in the bank shall continue automatically from year to year with one assessed day per member, per 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.

f. The bank shall assess one day per member, per year, until an accumulation of 750 days is reached. When the number of days in the bank falls below three hundred (300), the committee will reinstate the yearly assessment.

g. The maximum any one can contribute to the sick leave bank at any one time is one sick leave day.

h. All requests must be made in writing to the district office on the sick leave bank form. When a form is submitted, the committee will meet to grant, deny, or modify the request.

7-21

SABBATICAL LEAVE

a. An unpaid, one-year sabbatical leave may be granted for administrators who meet the qualifications. An administrator must have five years as a successful administrator in the district and provide written purpose for the leave. Only one district administrator may be on sabbatical leave during any given school year. The School Board and administrator will sign an agreement that the administrator

will be offered an administrative position upon the return of said administrator. All sabbatical leave must have the approval of the Superintendent.

7-22

INCENTIVE PROGRAM

a. Administrators shall receive a one-time incentive payment of $400 for not using any sick leave nor personal leave days for each contract year. The one-time incentive payment shall take place no later than the November pay-day of the following contract year.

ARTICLE VIII

GROUP INSURANCE

8-1

The school district agrees to offer group health and accident insurance to all administrators and their dependents.

8-2

The school district will pay 100% of the individual group health and accident insurance for all administrators who wish to participate for the full twelve month period commencing September 1 and ending August 31.

8-3

The school district will pay 100% of the group term life insurance for all administrators who wish to participate for the full twelve month period commencing September 1 and ending August 31.

8-4

Administrators may purchase dependent health and accident insurance coverage at no cost to the district.

8-5 If an Administrator's spouse is also a full-time LCSD employee AND they have at least 1 dependent child THEN the District will pay 100% of the individual group health and accident insurance for BOTH employees into the "Family" category where one spouse will be declared the "Employee" and the other will be part of the "Family". The family will still pay as if considered an "Employee plus Children" (which is the difference between the District's contribution minus the total amount of the "Employee plus Children" category.) The intent is to allow for two instead of three deductibles.

ARTICLE IX

PROTECTION FOR ADMINISTRATORS

9-1

The school trustees will provide liability insurance protection for any administrator who is acting within the limits of his/her responsibilities.

9-2

No written periodic evaluation report or written reprimand concerning an administrator will become a part of the administrator's personnel file without the administrator being presented a copy signed by both the administrator and the evaluator thereof, and being given the opportunity to discuss the matter with the superintendent.

9-3

An administrator may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.

9-4

This agreement shall not be interpreted as providing an all inclusive statement of the rights and privileges of the administrators and the school trustees.

ARTICLE X

CORRECTIVE DISCIPLINE AND TERMINATION

10-1

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, the following steps will be taken:

a. Verbal Warning/Reprimand - 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/reprimand - A written or formal warning is given to the employee in the first instance for 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 offense is repeated within a specified time limit. A copy of the written warning is placed in the employee's personal file, but it is destroyed twelve (12) 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.

c. 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 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.

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

10-2

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.

2. The Association agrees that in the event any employee resigns on or after July 1, of the year in which the contract is tendered for the ensuing contract year that should Lincoln County School District suffer a financial burden of at least five percent of the base salary of the adopted administrators' salary schedule in locating a replacement employee that said employee shall pay Lincoln County School District five percent of the base salary of the adopted administrators' salary schedule as liquidated damages in the event the employee resigns on or after July 1 of the year in which the contract is tendered for the 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 administrator being terminated will be entitled to the following:

   a. The administrator will be notified in writing before the 15th day of April. This notification will include a written statement declaring, clearly and explicitly, the specific reason(s) for the termination of his/her services.

   b. The administrator may, within ten (10) days of the receipt of the statement of reasons, appeal the termination through the grievance procedure.

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 for the following reasons:

a. Inefficiency
b. Immorality
c. Unprofessional conduct
d. Insubordination
e. Neglect of duty
f. Physical or mental incapacity
g. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization
h. Conviction of a felony-or of a crime involving moral turpitude
I. Inadequate performance
j. Evident unfitness for service
k. Failure to comply with such reasonable requirements as a board may prescribe
l. Failure to show normal improvement and evidence of professional training and growth
m. Advocating overthrow of the government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating of teaching communism with the intent to indoctrinate pupils to subscribe to communistic philosophy
n. Any cause which constitute grounds for the revocation of a teacher's state certificate
o. Willful neglect or failure to observe and carry out the requirements of this title
p. Dishonesty

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, 6, and 7 of this article, an employee shall be given a warning and 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 for remediation which spells out courses of action and time-expectations so the administrator involved can reach an acceptable level of performance
d. A prescription for assistance by the immediate supervisor which spells out courses of action and time lines whereby the administrator 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 administrator.

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 misconduct 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 certificated 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 391.312, a superintendent may suspend a certificated 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.

10-3

Just Cause:
No employee shall be disciplined, suspended, dismissed, non-renewed, or terminated without just cause.

ARTICLE XI

SAFETY AND HEALTH

11-1

An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor.

11-2

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.

11-3

Should the employee conclude that the working condition is unsafe and refuse to continue to work, if it is concluded during the grievance procedure that the working condition is safe, the employee may be subject to disciplinary action.

11-4

The district will provide separate restroom facilities for staff at all schools, as time and money permits.

ARTICLE XII

ADMINISTRATOR PERSONNEL FILES

12-1

A copy of each written report, comment, or reprimand concerning an administrator which the school district places in the administrator's personnel file shall be provided that administrator. The administrator shall sign the personnel file copy of the report,

comment, or reprimand as acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the contents of the document.

12-2

Any written response by the administrator to any written report, comment, or reprimand shall also become a part of the administrator's personnel file and shall remain a part of said file as long as the report, comment, or reprimand responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked the administrator shall note under his signature on the report, comment or reprimand at the time of response that a response has been made.

ARTICLE XIII

ADMINISTRATOR EVALUATION AND SUPERVISION

13-1

Administrators will be evaluated according to the Lincoln County School District Regulations and in accordance with NRS 391.--Evaluation of Administrators.

ARTICLE XIV

RETIREMENT

14-1 The School District agrees to submit payment of 100% of the administrator and district contribution as required by the Public Employees Retirement System (PERS). The school district agrees to pay the District's 50% contribution portion of the increase and the administrator's 50% contribution portion of the increase may become subject to negotiations pursuant to NRS 286.421. In the event, through the negotiations process, the district makes payment on behalf of the administrator's 50% contribution portion of the increase in lieu of an equivalent basic salary increase, such increase will be recorded in this section of the Agreement

Date	Total PERS Increase	In Lieu of Salary Increase
July 1, 2015	2.25%	1.125%

14-2 The School District will offer administrators only one (1) of the two benefit options listed in this section:

Option 1:

14-2-1 A notification incentive stipend of $4,000 for Step 12, $3,500 for Steps 9-11, or $3,000 for Steps 1-8 per year for the final two (2) years of service which could include current year and one (1) additional year with no retroactive years, and a deadline of the last day of February of the current school year, so the district can budget for the incentive (starting with the 2015-2016 school year). This benefit would be offered to an administrator who successfully completes 10+ years administrative service in Lincoln Co. School District or 20 years' service as a combined teacher or administrator in Lincoln Co. School District.

Option 2:

14-2-2 The school district will offer administrators a longevity incentive of $3000 per year for the 28th, 29th, and 30th PERS year worked. In order to receive this benefit, administrators must notify the district no later than the last day of February of the current school year. This benefit would be offered to an administrator who successfully completes 10+ years administrative service in Lincoln Co. School District or 20 years' service as a combined teacher or administrator in Lincoln Co. School District.

14-3 The Board may purchase 2 years retirement for administrators who have successfully completed 10+ years of full time administrative service in the Lincoln County School District or 20 or more years of full time service as a combined teacher or administrator in Lincoln Co. School District if asked for in advance of the last two years of service, and a deadline of the last day of February of the current school year. No purchased year shall apply to any year beyond 30 years.

ARTICLE XV

DUES DEDUCTION

15-1

The school trustees agree to deduct dues from the salaries of the employees covered by this agreement for the Lincoln Co. Administrators Association. These monies shall be transmitted promptly to the Lincoln County Administrators Association.

15-2

The association will certify to the superintendent in writing the current rate of membership dues. The school trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

15-3

Deduction of association dues shall be made on the average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.

ARTICLE XVI

REDUCTION IN FORCE POLICY

16-1

The school district retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which reductions in force will occur.

16-2

Subject to the determinations set forth in A above, the school district will do the following:

a. Administrators who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force. Early retirement will be encouraged and an incentive for retirement may be used.

b. Any additional reductions will be determined by the district's administration. They shall determine the area, subject or programs that will lose positions. These determinations shall be discussed at an open meeting of the Lincoln County Board of Trustees. A seniority system will be used to aid in determining further reduction of personnel.

16-3

Seniority shall be defined as the amount of administrative time spent in the Lincoln County School District. Before an administrator is released due to reduction in staff, he/she shall be given an opportunity to transfer to another position, including a teaching position, in which he/she has seniority. The last administrator hired will be the first released. If a person was asked by the district to change areas for the betterment of the school's, his/her seniority will continue from the first date. A seniority list will be made at each RIF of an employee showing seniority.

16-4

In the event two or more administrators have the same seniority, the board will determine which administrator they will retain.

16-5

Notification of a RIF will be given to the administrator before April 1 of the current school year. In an emergency, RIF notification will be as soon as determination of RIF has been made.

16-6

The laid-off administrator may be put on the substitute teacher's list.

16-7

Released administrators shall be placed on leave of absence with no obligation by the school district to rehire after the expiration of one (1) school calendar year. Each administrator placed on leave of absence as aforementioned shall be reinstated in reverse order of reduction for new positions opening for which the administrator is certified and qualified. The school district shall notify administrators placed on leave of absence of subsequent vacancies by mail to the last address registered by the administrator with the school district personnel office.

16-8

The administrator must respond to the school district office within 10 working days of their desire to be re-employed. If the school district office is not notified within the first frame, that administrator's name will be dropped from the seniority list.

ARTICLE XVII

COMPENSATION

17-1

All principals will be placed on the salary schedule. Administrators shall be issued a 1.5% increase for the 2015-2016 school year, retroactive to the first day of their respective 2015-2016 contracts, and the Administrators Salary Schedule shall be increased by 1.5%.

17-2 Pay day will be the 15th of each month.

17-3 Administrators will receive a longevity increase of $1430 each year after 12 years of service in an Administrative capacity. Eligibility will be noted with a +L12 on the contract.

ARTICLE XVIII

NONDISCRIMINATION

18-1

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

SUCCESSORSHIP CLAUSE

18-2

The district agrees to not convey or transfer or cause to convey or transfer its operations to a new employer, district and/or charter school without first securing the agreement of the successor to assume the district's obligations under this agreement.

GENERAL SAVING CLAUSE

18-3

It is not the intent of either party hereto to violate the 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 negotiations thereon. The remainder of the agreement shall remain in full force and effect.

ARTICLE XIX

CONTRACTS

19-1

LCSD will continue its practice of issuing one contract for administrative assignments.

19-2

The due process provisions of NRS 391 and the Negotiated Agreement between LCSD and LCAA will apply to all administrative assignments.

ARTICLE XX

TERMS OF AGREEMENT

20-1

This agreement shall become effective July 1, 2015, and will continue until June 30, 2019, or such time thereafter that a successor contract is negotiated and ratified by both parties or on that date that a new contract is awarded by an arbitrator.

2016-2017: The parties shall each have the right to open no more than four (4) Articles, including Article 17-1, and the Administrators Salary Schedule.

2017-2018: The parties shall each have the right to open no more than four (4) Articles, including Article 17-1, and the Administrators Salary Schedule.

2018-2019: The parties shall each have the right to open no more than four (4) Articles, including Article 17-1, and the Administrators Salary Schedule.

In witness thereof, the parties have hereunto set their hands this

10th day of September 2015

BOARD OF SCHOOL TRUSTEES

PRESIDENT

LINCOLN COUNTY ADMINISTRATORS ASSOC.

PRESIDENT