PROFESSIONAL NEGOTIATION AGREEMENT

BETWEEN

MINERAL COUNTY SCHOOL DISTRICT

AND THE

MINERAL COUNTY CLASSROOM TEACHERS' ASSOCIATION

2013-2014 SCHOOL YEARS

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PROFESSIONAL NEGOTIATION PROCEDURE
BETWEEN
MINERAL COUNTY SCHOOL DISTRICT
AND THE
MINERAL COUNTY CLASSROOM TEACHERS' ASSOCIATION

WHEREAS, the Mineral County Board of School Trustees and the Mineral County Classroom Teachers' Association, the parties to this procedure, recognize and declare that providing quality education for the children of the district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the members of the teaching profession are interested in and qualified to recommend and assisting formulating policies and programs designed to improve educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours and conditions of employment, and

WHEREAS, members of the teaching staff in the district have the right to join, or not to join, any organization for their professional or economic improvements:

NOW, THEREFORE IT IS AGREED:

ARTICLE I - DEFINITIONS

1-1 The term "NRS 288" as used in this Agreement shall refer to Chapter 288 of Nevada Revised Statutes and hereafter known as Chapter 288 NRS (Local Government Employee - Management Relations Act).

1-2 The term "teachers" as used in this Agreement shall mean any certified employee of the school district represented exclusively by the Association as defined in Article II, Recognition, but exclusive of personnel with administrative responsibilities.

1-3 The term "school board" as used in this Agreement shall mean the Board of School Trustees of the Mineral County School District.

1-4 The term "association" as used in this Agreement shall mean the Mineral County Classroom Teachers Association.

1-5 The term "school district" as used in this Agreement shall mean the Mineral County School District.

1-6 The term "superintendent" as used in the Agreement shall mean the superintendent of schools of the Mineral County School District.

1-7 The terms "school board" and "association" shall include authorized officers, representatives and agents. Despite references herein to school board and association as such, each reserves the right to act hereafter by committee or designated representatives, subject to final approval of the school board and the association.

1-8 The term "school year" as used in this Agreement shall mean the period of time from the first contracted day of school through the last contracted day of school and shall not exceed 182 days for returning teachers or 183 days for new teachers of which a minimum of 180 days of these days will be student contact days. One of these days will be scheduled at the beginning of the school year as a classroom preparation day. (Neg. 12-6-94)

1-9 The term "days" as used in this Agreement shall mean working school days.

1-10 The term a "board" means the local government employee management relations board, as provided in Chapter 288.

1-11 The term "negotiating team" as used in this Agreement shall mean representatives of the association and representatives of the board not to exceed five each. In recognition of the requirement for the teams to negotiate in good faith the membership of the teams should remain unchanged throughout the entire negotiation process.

1-12 A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of this agreement or an existing school board rule, policy or practice, or that there exists a condition which jeopardizes an employee's health or safety. (Neg. 11/8/93; 11-7-07)

1-13 A "grievant" shall mean a teacher or other member of the bargaining unit, a group of teachers, or the association filing a grievance.

1-14 A "party of interest" is the person or persons making the claim and any persons or person who might be required to take action or against whom action might be taken in order to resolve the problem, as defined in 1-12.

1-15 The term "consultant" as used in this Agreement shall mean any person requested by either the association or the school board to provide assistance in the process of negotiations.

ARTICLE II - RECOGNITION

2-1 The school board, having previously recognized the association as the exclusive representatives of certified teaching personnel of the district, and having received:

1. A current copy of its constitution and bylaws.
2. A current roster of its officers and representatives, and
3. A current pledge not to strike as required in Chapter 288

recognizes the association as an appropriated negotiating unit among its employees. The association shall not include the following; the superintendent, principals, vice-principals and any other administrative personnel.

2-2 All rights and privileges granted to the association under the terms and provisions of this procedure shall be extended to all certified teachers employed by the Mineral County School District.

ARTICLE III - NEGOTIATIONS

Provided that nothing in this Agreement shall be construed to preclude the personal appearance of any teacher on his or her own behalf before the school board when it is meeting in formal session, it is agreed that all proposals that may arise under this Agreement shall be negotiated as follows:

3-1 Negotiating teams as appointed by the School Board and Association shall meet to conduct negotiations over negotiable items as submitted.

3-2 Any requests for meetings shall be exchanged between lead negotiators of the respective teams. Such requests shall be made in writing and contain specific reason(s) for the meeting. Following any request, the negotiating teams will meet within ten days at a mutually agreed time and place unless otherwise stipulated and agreed upon by the respective teams. (Neg. Spring 2010)

3-3 When the subject of negotiation requires the budgeting of money by the School Board, the Association shall give notice requesting negotiations on or before **February 1**. Cost estimates will be submitted with the association's proposals.

3-4 The negotiating teams will make a good faith effort to resolve matters to their mutual satisfaction and agreements. It is recognized that either team may, if it so desires, utilize the services of outside consultants. (Neg. Spring 2010)

3-5 The school board and association agree to provide any information related to mandatory subjects of bargaining that will assist in developing constructive proposals in behalf of teachers, students, and the school system. (Neg. 8-10-06)

3-6 For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.

3-7 It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated and initialed by both parties when an agreement is reached.

3-8 During negotiations, releases to news media shall be made only as jointly agreed upon by the negotiating teams. (Neg. 11-7-07)

ARTICLE IV - FORMAL CONSULTATION

4-1 In order to meet the desires of both parties to maximize communication and minimize situations where grievances and other dissatisfactions occur this Article is adopted.

4-2 Items appropriate for formal consultation shall include but not be limited to:

a. Working conditions of any unit employee,

b. Number of teachers and/or a change in their assignments,

c. Change in program offerings, and

d. Any other items of concern to teachers and/or administrators.

4-3 Holding of consultative sessions.

a. Sessions at the individual schools:

1. Sessions will be held when requested by the principal of the school or the Association's designated representative. Meetings will be scheduled within 24 hours and held within 3 days of that request. These sessions, which would normally begin immediately after the conclusion of the student's day, will be held at a mutually agreed upon time.

2. The agenda items will be furnished to the other party in writing.

3. Summary notes will be prepared and cleared by both parties relative to items discussed and the parties positions or comments. A copy of these notes will be furnished to the Association representative.

b. Holding of sessions at the District-Association level:

1. Upon request, sessions will be held between the Association and District administration at a mutually agreed time.

2. The agenda items will be furnished to the other party in writing.

3. Summary notes will be prepared and cleared by both parties relative to items discussed and the parties' positions. A copy of the notes will be furnished to the Association.

ARTICLE V - GRIEVANCE PROCEDURE

(Article 5 Neg. 11-07)

5-1 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.

5-2 For the purpose of this Article, a "school day" is defined as any calendar day that the school offices are open for business.

5-3 Timelines can be extended at any step, by written mutual agreement. Failure of the District to observe the time limits shall entitle the employee to advance the grievance to the next step. Conversely, failure on the part of the employee or Association to comply with the time limits negates the right to continue with this procedure.

5-4 **Grievance Steps**

Nothing contained herein will be construed as limiting the right of any teacher having a problem or complaint to discuss the matter informally at the lowest possible administrative level and having the problem or complaint adjusted.

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

The parties acknowledge that it is usually most desirable for a teacher 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 principal, with the objective of resolving the matter informally.

STEP 1- School Principal

Within fifteen (15) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance must be presented to the aggrieved party's principal. The principal must answer the grievance, in writing, within seven (7) school days.

If the principal determines that he has no authority in resolving the grievance, he may by written notice to the grievant refer it to the next formal step of the grievance procedure.

STEP 2 – Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at Step 1, the aggrieved party must file a written grievance with the Superintendent within seven (7) school days of the receipt of the principal's answer.

The Superintendent or his designee will meet with the aggrieved party, his principal or immediate supervisor, or both, in an effort to resolve the grievance. Such a meeting will take place within seven (7) days after receipt of the grievance by the Superintendent. The Superintendent shall, within seven (7) school days after this meeting, render his decision, in writing, to the aggrieved party.

STEP 3 – School Board

If the aggrieved person is unsatisfied with the decision rendered by the Superintendent, he shall file his appeal with the School Board within seven (7) days following the receipt of the completion of mediation. The Board will hear the grievance at the next subsequent regular meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances the board may schedule a special meeting in compliance with the posting requirement of the Nevada Revised Statutes. The decision of the Board will be furnished to the grievant in writing within seven (7) days of the Board's meeting.

STEP 4 – Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party must present the grievance to binding arbitration within seven (7) school days after the School Board responds.

The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of Expedited Labor Arbitration.

The Expedited Labor Arbitration format will be used at this level.

The Arbitrator will consider the grievance and render a decision that will be final and binding upon the parties.

5-5 **Arbitration Costs**

The costs of all arbitration shall be borne as follows:

a. The expenses, wages, and other compensation 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 arbitrator's fees and expenses and the cost of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property, by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.

c. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. The individual parties will be responsible for copies of transcripts.

5-6 **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. 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.

5-7 **No Reprisals**

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

5-8 **Cooperation of the Employer and Association**

The District and the Association will cooperate with each other in their investigation of any grievance, and will furnish each other such relevant information as is requested for the processing of any grievance.

5-9 **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.

ARTICLE VI - ASSOCIATION AND TEACHER RIGHTS

6-1 Both parties hereby agree that every certified employee of the school district has the right to freely join, or to refrain from joining the association.

6-2 The school board will not discriminate against any teacher by reason of his membership in the association, his participation in any activities of the association, or his participation in any grievance.

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

6-4 Duly authorized representatives of the association and the organizations with which the association is affiliated, not employed by the Mineral County School District, shall not be permitted to discuss matters pertaining to association business during the formal school day without the prior approval of the school principal.

6-5 The association shall have the right to place notices and other material on designated school bulletin boards and in the teacher's mail boxes.

6-6 The teacher should be protected by the principal against unnecessary interruptions by other school personnel, pupils and parents. This is not to exclude normal classroom visitations.

6-7 Routine maintenance and repair work should be accomplished with the least possible interference to classroom activities at the discretion of the principal.

6-8 The association shall be allowed adequate time during the first general meeting of all teachers at the beginning of each school year for presentation of the local association and its officers.

6-9 At the beginning of each school year the Association will be credited with a total of five (5) aggregate paid school days to be used by teachers who are officers or representatives of the Association, such use to be at the discretion of the Association. The Superintendent or designee will be notified no less than twenty-four hours prior to the commencement of such leave. Approval of such leave will be granted by the Superintendent or designee except where the services of a substitute teacher cannot be retained. The Association agrees to reimburse the District for these days at the daily rate of pay/benefits (e.g. Medicare, SIIS, social security, etc.) of the substitute teacher. Such days shall not accrue in excess of ten (10) paid school days from year to year.
(Neg. 12-6-94) (Neg. 8-10-06)

ARTICLE VII - TEACHER LOAD

7-1 All secondary teachers shall, in addition to their lunch period, have at least five unassigned periods each week. Secondary teachers assigned a semester schedule without a daily conference period shall be compensated accordingly.

7-2 Secondary school teachers shall not be required to teach more than two (2) subject matter areas.

7-3 Teacher participation in such extra-curricular activities as clubs, theatricals, musicals, and similar matters, for which no compensation is paid, shall be voluntary. At the same time, teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of a normal working day.

7-4 Teachers shall have a duty free lunch period of not less than thirty (30) minutes without interruption.

7-5 The Association President will appoint a calendar committee. The Association calendar committee will prepare a calendar proposal for the next school year to be presented to the board for approval by first regularly scheduled board meeting in **March.** Final determination will rest with the Board. (Neg. 7-7-92, 9-25-02)

7-6 The work day shall be 7 hours and 40 minutes, including a 30 minute duty free lunch. (Neg 6-25-92)

7-7 All K-6 teachers shall be provided a 30 consecutive minute preparation time twice a week during the student contact day. In addition, 30 minutes shall be scheduled by the immediate supervisor for preparation time outside of the student school day but during the teacher's regular work day. It is understood that this time will be used to fulfill professional responsibilities, which when necessary, may include regular duty assignments and assisting students. When a special subject area teacher is in charge of an elementary school teacher's class, the regular teacher may leave the classroom and use that time as a preparation period. It is understood by the parties that this provision is subject to there being no additional cost impact to the school district by virtue of this new language. Nothing in this provision precludes the district from adding staff to address teacher load. (Neg. 11-8-93; 11-07)

7-8 No Child Left Behind – The Mineral County School District and the Mineral County Classroom Teacher's Association recognize that the passage of the federal law "No Child Left Behind Act of 2001" (The Act) and passage of Senate Bill 1 by the 2003 Nevada Legislature does not supersede or negate the obligation of the parties to bargain when there is an impact on employee wages, hours, or other mandatory subject(s) of bargaining. Therefore the subject(s) of bargaining due to the implementation of any of the components of the Act or SB1, negotiation will commence promptly upon the request of either party as per the No Child Left Behind Act (PL 107-110) 20 USC 6316 section d. (Neg. 11-07)

ARTICLE VIII - NON-TEACHING DUTIES

8-1 The school board and the association recognize that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to that end. Therefore, the school board agrees to make every effort to reduce the following non-teaching duties through the use of voluntary and paid teacher aides and part-time clerical assistants so that teachers will have more time to devote to teaching activities.

1. Non-teaching assignments, including but not limited to supervision of corridors, playgrounds, lunchrooms, streets and sidewalks, and the loading/unloading of buses. All of the foregoing must have adult supervision.

2. Collecting money from students: If a collection by the teacher is deemed necessary, the teacher shall not be held responsible for loss.

3. Duplicating instructional and other materials, and other similar clerical functions.

8-2 Teachers shall not be required to drive school or private vehicles in transporting pupils to activities which take place away from school.

8-3 The Mineral County High School and the Hawthorne Jr. High School shall establish a duty roster made up of teachers who volunteer for after school detention duty at each school site. The volunteer teachers shall be listed on the rosters alphabetically by last name. The after school detention duty shall rotate between teachers on a weekly basis. Teachers will be compensated $25 per detention period not to exceed 40 minutes beyond the work day. Detention is limited to two days per week (Neg. Spring, 2010)

ARTICLE IX - VACANCIES AND PROMOTIONS

9-1 The term "vacancy" is any bargaining unit position previously held by a licensed employee or a licensed position newly created by the Board.

The term "transfer" is the movement of a licensed employee from one work location to another work location at a different work site.

The term "reassignment" is the movement of a licensed employee from one grade level/subject area to a different grade level/subject area at the same work site. (Neg. 12-6-94)

9-2 Promotional positions are defined as positions paying a salary differential and/or positions on the administration-supervisory level.

9-3 Vacancies which occur in new or existing bargaining unit positions will be posted at the District Office, on the district's web site, on faculty bulletin boards, and will be advertised for at least 5 working days prior to the selection of a person to fill the vacancy. Notice of vacancies which occur when school is not in session, shall be mailed to teachers who notify the District office in writing of their desire to receive notice. Notices will be placed in teacher's mailboxes while school is in session. (Neg. 12-6-94 & 2003)

When a vacancy is posted it will be accompanied with qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

9-4 The administrator of each site will ask each teacher at his/her respective sites for their preference(s) for transfer/reassignment between **March 1st** and **April 1st** of each school year. A form provided by the District will be used for this purpose. The completed forms will be kept on file at the Central Administration Office for one year. (Neg. 8-10-06)

9-5 The District recognizes that it is desirable, when making assignments, to consider the interests and aspirations of its teachers. Every attempt will be made to fill vacancies from within the district. Only current, properly licensed employees are eligible for transfer/ reassignment to any vacancy. Vacant positions and/or the resulting subsequent openings will be posted according to section 9-3. Requests for transfer/reassignments will be given first consideration. If no current employees are accepted for the position then out of district applicants will be considered for the position.

9-6 Interested persons who request a transfer/reassignment must reply in writing within five (5) days after the vacancy advertised dates as per 9-3. A teacher who has been denied a transfer/reassignment will be provided with a written explanation stating the reasons for the denial within three (3) days.

9-7 If a situation occurs during the school year that makes it necessary for a teaching assignment to change, the school district will work cooperatively with the association in filling the position.

If a teaching assignment is changed during the summer, the district shall send a certified letter so informing the teacher of the change within three (3) days.

9-8 Prior to an involuntary transfer/reassignment the District shall seek volunteers in the same manner as provided for in filling vacancies in section 9-3 and 9-5. After consultation with the site administrator, a teacher who has been involuntarily transferred/reassigned will be provided with a written explanation within three (3) days. The principal(s) of the work site(s) involved in the involuntary transfer/reassignment shall make the final discretionary decision whether a volunteer's application for the transfer/reassignment is approved or denied. A volunteer who has been denied the transfer will be provided with a written explanation stating the reasons for the denial within three (3) days. (Neg. 2-9-2000) An involuntary transfer/reassignment shall not result in a loss of compensation, seniority or fringe benefits so long as the involuntary transfer or reassignment is from full time to full time position. (Neg. 9-21-95 & 2003)

9-9 No teacher who is voluntarily transferred or reassigned within the District shall suffer a loss of salary, fringe benefits or seniority so long as the transfer or reassignment is from full time to full time position. (Neg. 12-6-94)

9-10 *Deleted and absorbed.* (Neg. 2003)

ARTICLE X - LEAVE OF ABSENCE

All leave granted will be in units of full days or half days. Application for leave of absence under these provisions should be submitted as far in advance as possible to the principal for clearance.

All benefits to which a teacher was entitled at the time the leave of absence commenced will continue to him upon his return.

10-1 SICK LEAVE

10-1-1 At the beginning of each school year, fifteen (15) days of sick leave shall be allowed for each certified employee whose contract is written for one school year and each year thereafter until a total of one hundred eighty (180) days maximum is reached. One the one hundred eighty (180) days maximum is reached, those days shall be banked. Thereafter, each employee shall have the ability to accrue the maximum of fifteen (15) days of sick leave per year to a maximum of an additional one hundred eighty (180) days. If a certificated person should terminate his or her contract before the full term is completed and should have used all fifteen (15) days of sick leave allotted, that portion of sick leave shall be deducted from the final salary at the rate of 1/182 of total salary for each day not earned. (Neg Spring, 2010)

Sick leave for certificated persons whose contracts are not written for one full year shall be prorated on the basis of fifteen (15) days per school year at the beginning of the contract period of each school month of such period. Deductions shall be made as above should a total accrual of sick leave used not equal the amount earned, but shall be made on the basis of the total number of days employed in the event of termination before the expiration of the contract period. (Neg. 5-20-90)

10-1-2 Sick leave shall be allowed for:

1. Medical appointments for teacher and/or immediate family members. For the purpose of this article, immediate family includes parents, children and spouse of the teacher, and parents and children of the spouse, and other living in the same household. Teachers will attempt to schedule appointments outside the school day if possible. If appointments must be made during the school day, efforts will be made to schedule them on Tuesdays, Wednesdays or Thursdays. (Last two sentences Neg. 6-29-92)

2. Personal illness, temporary disability or accident to teacher or immediate family.

(cont)

3. Diagnostic tests which cannot be scheduled during vacation periods without being detrimental to the health or safety of the teacher.

4. Pregnancy and related medical problems. Determination of commencement and termination of the leave shall be made by the teacher and her physician.

5. Death in the immediate family of the employee. Specifically; mother, father, sister, brother, son, daughter, husband, wife, grandparents, or grandchild.

6. Other deaths or serious illness with recommendation of the principal and approval of the superintendent.

10-1-3 Full-time employees shall be members of the sick leave plan. Employees working more than half-time but less than full-time, shall be granted a percentage of sick leave days equal to the percentage of days worked, rounded to the nearest 1/4 day. (Neg. 7-25-92)

10-1-4 Certified employees who have been granted a leave of absence for one year or less will be given credit for accumulated sick leave at time of reinstatement of duty.

10-1-5 *Deleted (9-25-02)*

10-1-6 A doctor's statement may be requested at the discretion of the principal.

10-1-7 Effective July 1, 1979, a certified employee of the Mineral County School District, shall, if he/she dies while under contract with the Mineral County School District, receive payment for accumulated sick leave at the rate of 50% of the employee's salary. Said benefit will be paid to the estate of the deceased.

10-1-8 Effective 1989-90 school year, a certified employee shall be reimbursed upon resignation from MCSD, after six (6) years of service in the district for unused sick leave at the rate of 18% of the daily rate of pay and a maximum of $3,700.00 per recipient with the following conditions: (Neg. 6-15-89; 11-7-07)

1. Any remaining money for a given year will be added to next year's money.

2. Said fund shall be established as a Trust and Agency account, which will maintain a maximum yearly balance of $22,750.00 (Neg. 9-21-95)

3. All payments will be made on **July 25th** of a given year for those employees retiring during the prior school year. (Neg. 6-15-89)

(cont)

4. If re-employed for the following year by the district, sick leave payment is to be repaid to the fund plus interest at the current rate. If repaid, sick leave accumulation will be restored at level of time of retirement. (Neg. 6-15-89)

10-2 PROFESSIONAL LEAVE

10-2-1 Certified employees other than those authorized to represent the school system may be allowed to attend recognized educational meetings and conferences and without allowances for expenses, providing they are an official representative or an officer of the association, local, state or national. The certified employees will have deducted from his/her salary the substitute teacher's salary for each day's absence.

10-2-2 Application will be made to the superintendent for approval via the teacher's principal. Fifteen (15) days advance notice of the conference will be given except in an emergency. The superintendent shall respond to the request within five (5) days. (Last sentence Neg. 6-26-92)

10-2-3 Teachers who have completed six or more continuous years of service may be granted leave of up to one year without pay or increment for professional study, travel or research. The request for leave must be presented to the board by **March 1**.

10-2-4 The request shall be accompanied by specific written details or the direction of the professional study, the travel to be taken, or the research project involved. Written acceptance by the Board will specify the conditions to be met.

10-2-5 Should the leave be granted, the returning teacher will be assigned to the same position or to a similar position for which he or she is qualified, provided all conditions of the leave were met. Prior to **April 1**, of the next contract year the teacher shall submit verification that the conditions have been met or will be by **June 1**. Should it be determined terms were not met after being assured and verified that the employee did meet them, the employee will be subject to immediate dismissal. All financial benefits related to leaving the district would be forfeited. (Last two sentences Neg. 6-25-92)

(cont)

10-3 TEMPORARY LEAVE

10-3-1 Three (3) days of personal leave shall be given to certificated employees. (Neg. 11-7-07) The request must be approved by their building principal. (Negotiated 6-15-89) Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, Spring Break, Summer vacation, or the first 5 working days of a teacher's contract and the last 5 working days of a teacher's contract. (Neg. 9-29-97; 12-19-01; 2003; 11-7-07)

Request must be made to the building principal 48 hours before the leave commences if possible.

The building principal shall respond in writing to the request within 24 hours or sooner. (Neg. 9-21-95; 11-7-07)

At the end of each school year the teachers shall have the option of carrying over to the next school year a maximum of two days of unused personal leave for a maximum availability of five (5) days during any given school year or to be reimbursed for a maximum of three (3) days at the regular substitutes daily rate of pay. Any leave not used and carried over to the next school year will not be reimbursed to a terminating employee who resigns after **June 15th**. All payments for personal leave as addressed in this article will be paid with the normal payroll on **June 25th**. (Neg. 9-21-95; 11-7-07)

10-3-2 Certificated teachers shall be granted two (2) days personal business leave per contract year. Such leave shall be limited to use for the following purposes:

A. Legal transactions
B. Advanced educational consultation, examination, or graduation

Business leave shall not be deducted from any other leave provisions in this contract but such leave shall be contingent upon deduction equal to per/day cost of substitute from the applicant's salary and the request for leave must be approved by the building principal. (Neg. 6-25-92)

Verification of the purpose may be requested by the principal.

Request must be made to the building principal 48 hours before the leave commences.

Such absence shall not be granted during the first or last five days of the school year. Additional days absence may be requested under the reasons listed above, if, upon petition permission is granted by the superintendent. Additional days granted shall be considered leave without pay. (Last sentence Neg. 6-25-92)

(cont)

10-4 EXTENDED LEAVE

10-4-1 A teacher has the constitutional right to become a candidate for any elective office and to serve in such elective office if elected. Regularly appointed teachers who have completed at least four (4) continuous years shall be granted leave of absence without pay to serve in any State Legislative Office. When the Legislative Session is over, the teacher may return to his/her classroom provided the return is not later than six (6) school weeks prior to the end of the semester. If the return is later than six (6) weeks, the teacher shall be offered substitute teaching for the balance of the semester at his/her regular salary.

10-4-2 A leave of absence of up to one year, without pay or increment may be granted. Such leave may be extended for an additional year. All such leave shall be approved by the school board.

10-4-3 Upon return of a teacher from leave of absence, he/she will be assigned to the same or similar position for which he/she is qualified.

10-4-4 Since teachers on leave of absence have not resigned, they shall at their option, be considered as members of the teaching staff for insurance purposes, with the employee paying the full amount of such premium, subject to the approval of the insurance carrier.

ARTICLE XI - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

11-1 The board agrees to provide upon application and approval, the necessary funds for teachers who desire to attend select professional conferences affiliated with national or state organizations. Travel and per diem shall be deemed appropriate expenses of the school district, as well as the cost of substitute teacher if needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Application will be made to the superintendent for approval via the teachers principal. Fifteen (15) days advance notice of the conference will be given except in an emergency. (Neg. 3-26-91) The Superintendent shall respond to the request within five (5) days. (Neg. 6-25-92)

11-2 Either at the request of the association, or on the District's (Neg. 6-25-92) initiative, arrangements may be made through the superintendent for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Teachers shall not be required to attend meetings conducted by salespersons representing non-education related companies or organizations. (Neg. 6-25-92)

11-3 The board agrees to expend funds each year to purchase books and other resource materials, and/or to sponsor special student programs of an educational-cultural nature which are available to our schools. The association may make recommendations for these purchases and/or programs.

ARTICLE XII - TEACHER PROTECTION

12-1 No action shall be taken upon a complaint made by the parent of a student directed toward a teacher, nor shall any reference to the complaint be included in the teacher's personnel file, unless the teacher is duly notified.

12-2 A teacher shall normally be provided with the opportunity to be included in conferences between parents and the administration when the conference pertains to the teacher's relationship with one of the students. Where there is contact between administration and a parent regarding a complaint or problem with a child and/or teacher; the teacher involved will be immediately informed of the nature of the complaint/problem and any proposed action to be taken, if decisions have been made regarding potential action.

An employee shall be entitled to a representative from the Association for advice and representation during such meeting or interviews. (Neg. 7-22-92)

12-3 No teacher shall be disciplined, suspended, demoted, dismissed or terminated without the reasons for such actions being specified in writing and without just cause. (Neg. 12-13-94)

A teacher may be subject to suspension, demotion, dismissal or termination for the reasons contained in NRS 391.312. (Neg. 12-13-94)

A teacher may be suspended pursuant to NRS 391.314. (Neg. 12-13-94)

Disciplinary action resulting in written admonition (NRS 391.313), suspension, demotion, dismissal or termination may be grieved up to final and binding arbitration pursuant to Article V (Grievance Procedure). (Neg. 12-13-94)

Written disciplinary action not resulting in written admonition (NRS 391.313), suspension, demotion, dismissal or termination may only be grieved up to and including the School Board and not to binding arbitration pursuant to Article V. The Board's decision on whether there was just cause for the written disciplinary action shall have no precedential effect in any arbitration. The arbitrator's decision on whether there was just cause for a written admonition (NRS 391.313), suspension, demotion, dismissal or termination shall be based solely on the evidence presented at the hearing. (Neg. 12-13-94)

Nothing in Article 12-3 shall be construed as superseding the provisions of NRS 391.311, NRS 391.3125, NRS 391.313, NRS 391.314, NRS 391.3196 and/or NRS 391.3197.(Neg. 12-13-94, 11-7-07)

12-4 An employee may restrain a pupil when it is essential for self-defense or for the protection of other persons or property or to quell a disturbance threatening physical injury. Excessive or unreasonable force is not authorized. (Neg. 7-22-92)

12-5 An employee shall be given a copy of all adverse information/material prior to its being placed in the personnel file and shall date and sign and may respond in writing within 15 days of receipt of the adverse information/material and have such response attached to the adverse information/material prior to its placement in the file. (Neg. 12-13-94)

12-6 Teachers will immediately report in writing to the school principal all cases of assault and battery suffered by them in connection with their employment. This report will be forwarded to the superintendent and the school board for the school boards appropriate action.

ARTICLE XIII - TEXTBOOKS

13-1 The selection and distribution of textbooks will be the responsibility of the district administrators predicated on the recommendation of the professional staff that will utilize the textbooks and those staff members that teach that subject area at the next lower and higher grade levels.

Supplementary materials shall be considered if evidence can be provided to justify the educational value and economic investment. (Neg. 3-26-91)

ARTICLE XIV - SUPPLIES/EQUIPMENT

The board recognizes that appropriate texts, library references, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, standard texts and similar materials are tools of the teaching profession.

14-1 Teachers' recommendations on quality and durability of supplies and equipment shall be considered when re-ordering.

14-2 Teachers shall retain a copy of the requisition form whereupon they have requested supplies and equipment and shall be informed of the disposition of their request by the principal.

ARTICLE XV - TEACHER FACILITIES

15-1 Each school shall have the following facilities:

1. Space in each classroom in which each teacher may securely store instructional materials and supplies.

2. A locked space in each classroom in which teachers may store personal belongings. Teachers shall request locks when needed.

3. A teacher lounge/work area containing adequate equipment and supplies to aid in the preparation of instructional materials. The adequacy of the equipment shall be determined by the principal and his staff. Provisions shall be made for access to the teacher lounge/work area by teachers at any time based upon the need of all teachers at their specific work site. Materials and/or equipment are not to be used for personal reasons. (Last sentence Neg. 6-25-92) (Neg. 8-10-06)

4. An appropriately furnished room to be used as a faculty lounge. Every attempt will be made to provide adequate local telephone service. (Neg. 9-29-97)

5. Clean and conveniently located restrooms, separate for each sex. These are to be separate from the student's restrooms.

6. An adequate lunchroom within existing cafeterias for the use of the teaching staff exclusive of students.

15-2 New construction will include adequate teacher facilities as listed above.

ARTICLE XVI - TEACHER EVALUATION

16-1 Listening unobserved and the use of audio-systems and similar surveillance devices shall be strictly prohibited in any evaluation procedure. Nothing in this section prevents an administrator, who observes inappropriate behavior or teaching methods, from notifying the employee of such observation, as long as this observation is brought to the attention of the employee within five (5) school days. (Neg. 11-8-93)

16-2 Teachers will have the right, upon request, to review the contents of their personnel file, with the exception of confidential matters.

16-3 Administrators will have the option to urge probationary teachers to receive additional education in specific areas of education where deficiencies exist, as a provision of re-employment.

16-4 The parties agree to comply with NRS 391, that probationary teachers be evaluated on or before **December 1st, February 1st,** and **April 1st.** (Neg. 2-9-2000, dates changed)

Probationary teachers will also be evaluated on or before **October 1st**. (10-13-06)

Post probationary teachers will be evaluated prior to **May 1st.**

All teachers will receive a copy of the evaluation and have the opportunity to respond to it prior to other administrators or members of the Board of Trustees reviewing the evaluation.

It is also understood that teachers may be formally evaluated more frequently than the law states. (Neg. 6-25-92)

ARTICLE XVII - EARLY RETIREMENT INCENTIVE

17-1 Early Retirement Incentive/Bonus (Neg. 11-7-07)

After 20-24 years	100% of column 1 step 0
After 25-29 years	75% of column 1 step 0
30 years	50% of column 1 step 0

REQUIREMENTS:

1. Maximum of 3 employees per fiscal year with seniority in the district being the determining factor. (Neg. 11-7-07)

2. Must notify the District in writing by **May 10th of** intention to retire at the end of the school year. It is understood that should the applying teacher not be selected for the incentive said teacher may withdraw his/her notice of intent to retire. In the event that a teacher submits their intention to retire after **May 10th**, the district will consider approval of an incentive after consultation with the union. Early Retirement Incentives will be decided on a case by case basis through consultation with the union.(Neg. 6-25-92; 11-7-07)

3. Retirement may not be started in the middle of a school year.

4. Must have completed the contract term of employment within which eligibility was reached.

5. Employee must have all included years of service in the Mineral County School District. (Neg. 6-25-92, 11-8-93; 11-7-07)

PAYMENT OPTIONS:

1. Lump sum payable with final paycheck.

2. Pay 2 lump sum with final paycheck and 2 lump sum on **January 10th** of the year following retirement. (Neg. 9-21-95)

3. Lump sum payable on **January 10th** of the year following retirement. (Neg. 9-21-95)

(cont)

17-2 PERS - Purchase 1 year (Neg. 12-19-01)

Employees retiring from the District and qualifying for a Nevada PERS retirement may request to cash in 180 days of accrued sick leave in exchange for the District purchasing one (1) year of Nevada PERS service credit subject to any requirements of Nevada law including Nevada PERS regulations in effect at the time of the retirement. For employees with 15 years or more of service in the district who accrue 45 days of sick leave beyond the first 180 days, the District will purchase an additional 1/5 year of Nevada PERS service credit up to a maximum of 1 year service credit. This benefit shall not exceed 2 years of Nevada PERS service credit. This benefit is in lieu of the benefit provided by 17-1 and the number of employees who may opt for the benefit under 17-2 is the number (not exceeding 3) that insures that the combination of employees approved for 17-1 and 17-2 does not exceed the cost of the District approving three employees retiring under 17-1computed as 3 x 100% of column 1 step 0. Employee(s) may request benefits under section 17-1 or 17-2 but not both. (Modified Spring, 2010)

Intent of this new language is that there would be no additional cost to District over cost of approving 3 employees under section 17-1. Currently the maximum cost under section 17-1 is 3 employees x **$31,690 = $95,070 (2007-08);** 3 employee x **$33,275 = 99,825 (2008-09)**. The District cannot guarantee that this event will be exempt from federal tax consequences.

ARTICLE XVIII - REDUCTION IN FORCE

18-1 The board may, upon giving written notice, refuse to re-employ any teacher for the next contract year due to a justifiable decrease in teaching positions due to decreased enrollment, district reorganization or lack of funding; provided there is consultation with association prior to the decision to make any such reductions. (Neg. 11-8-93)

18-2 On or about **October 30th** of each year, the superintendent will provide the association with a list showing the seniority of each teacher employed by the board, their areas of certification and courses taught and will thereafter, promptly notify the association of any changes in said list. The superintendent will at all times have posted in his office a current list which will be available for inspection during regular working hours by any teacher and/or the association.

18-3 In the event such justifiable reductions in force are made, reductions shall first be made among teachers with less than two years of service within the Mineral County School District. With respect to reduction in force the principle of seniority within the District shall govern, provided that qualifications are relatively equal, and provided further that no teacher qualified to teach a particular assignment or grade level as evidenced by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment or grade level as prescribed above.

18-4 Any post-probationary teacher (employee) in good standing at the time of being laid off for the reasons stated in section 18-1 who wants to be considered for recall will be notified for a period of up to two (2) years following the effective date of the layoff that the District intends to fill a vacancy for which the teacher is certified. An employee desiring such notification is required to provide the District a written request at the time of the layoff, including forwarding address. The employee is solely responsible for keeping the District informed in writing of any future change of address. The employee must respond in writing within fourteen (14) days of the date the District sends notice of the vacancy (via certified mail) to the most current forwarding address provided by the employee. If the response is received within the above fourteen (14) day time frame, the District will give preference to the former employee with the most prior service with the District over similarly qualified candidates from inside and outside of the District if the former employee meets all qualifications for the position, i.e. remains certified for the position, and remains in good standing with the Mineral County School District , any interim school districts where the employee was employed during the period of the layoff and the Nevada Department of Education. If no timely request for re-employment is received within fourteen calendar days of the date of mailing the notification(s), the District may immediately refill the position from qualified applicants from within or without the District. (Neg. 11-8-83)

(cont)

18-5 All benefits to which an employee was entitled at the time of layoff will be restored upon return to active employment including but not limited to accumulated sick leave, seniority and salary placement, subject to no restoration of sick leave that was paid off pursuant to Article 10-1-8 and subject to transfer of sick leave between Nevada school districts in accordance with Nevada Law. (Neg. 11-8-83)

ARTICLE XIX - SALARY SCHEDULE

19-1 Salary Formula Chart - The base salary is Column I with 0 year of experience.

YRS. EXP.	I* After Bachelor Degree	II* After Bachelor Degree + 12 grad sem Hrs. or 20 Sem hrs	III* After Bachelor Degree + 24 grad sem Hrs. or 34 sem hrs	IV* After Master or Bach. + 48 sem hrs	V* After Masters Deg. + 16 grad cr or + 24 Undergrad cr or combo of both or BA + 72 sem hrs (Neg. 3-26-91)
0	100%	104%	108%	112%	116%
1	104%	108%	112%	116%	120%
2	108%	112%	116%	120%	124%
3	112%	116%	120%	124%	128%
4	116%	120%	124%	128%	132%
5	120%	124%	128%	132%	136%
6	124%	128%	132%	136%	140%
7	128%	132%	136%	140%	144%
8	132%	136%	140%	144%	148%
9	136%	140%	144%	148%	152%
10	140%	144%	148%	152%	156%
11	144%	148%	152%	156%	160%
12	148%	152%	156%	160%	164%
13		156%	160%	164%	168%
14			164%	168%	172%
15				172%	176%
16				176%	180%
17					184%

ARTICLE XIX - SALARY SCHEDULE (cont)*

19-2 SALARY TABLE **2013-2014** - 4.7% Increase

	I* After Bachelor Degree	II* After Bachelor Degree Plus 12 grad. Sem. Hrs or 20 sem hrs.	III* After Bachelor Degree Plus 24 grad. Sem. Hrs or 34 sem hrs.	IV* After Master or Bachelor Plus 48 sem hrs.	V* After Master Degree Plus 16 grad. cr. cr + 24 undergrad cr. or combination of both or BA + 72 sem hrs. (NEG. 3-26-91)
YRS. EXP.	I	II	III	IV	V
0	$34,839	$36,233	$37,627	$39,021	$40,415
1	$36,233	$37,627	$39,021	$40,415	$41,809
2	$37,627	$39,021	$40,415	$41,809	$43,203
3	$39,021	$40,415	$41,809	$43,203	$44,597
4	$40,415	$41,809	$43,203	$44,597	$45,991
5	$41,809	$43,203	$44,597	$45,991	$47,385
6	$43,203	$44,597	$45,991	$47,385	$48,779
7	$44,597	$45,991	$47,385	$48,779	$50,173
8	$45,991	$47,385	$48,779	$50,173	$51,567
9	$47,385	$48,779	$50,173	$51,567	$52,961
10	$48,779	$50,173	$51,567	$52,961	$54,355
11	$50,173	$51,567	$52,961	$54,355	$55,749
12	$51,567	$52,961	$54,355	$55,749	$57,143
13		$54,355	$55,749	$57,143	$58,537
14			$57,143	$58,537	$59,931
15				$59,931	$61,325
16				$61,325	$62,719
17					$64,113
18/19	$52,567	$55,355	$58,143	$62,325	$65,113
	$52,567	$55,355	$58,143	$62,325	$65,113
20/on	$53,067	$55,855	$58,643	$62,825	$65,613

$34,839 - Base **$1,394 - Increments** ***Employer Paid Retirement**

(cont)

Employees with 18 or more years of service with the school district will be granted an additional $1,000 per year above regular placement on the salary schedule. After 20 years of service with the school district, an additional $1,500 above regular placement on the salary schedule will be granted. *The units referred to as "plus" as in "plus 12 grad. sem. hrs or 20 sem. hrs., etc.@ means credits achieved after graduation from an accredited teacher preparation program qualifying the candidate for all minimum requirements for Nevada licensure.
(Neg. 9-29-97; 9-25-02)

For fiscal year 2013-2014, all affected employees shall be placed on the appropriate step and column commensurate with their current years of experience and education level. (Neg. 7-31-13)

19-3 Extended contract: In the event that the district requires an employee to report for work before the normal start of the school year or remain after the normal close of the school year the employee will be compensated at the rate of 1/182 of his annual contract salary for each day required to work.

19-4 FYS 2013-2014: Increase the 2012-2013 salary schedule by 4.7% applied to each step of the salary schedule across the board. (Neg. 7-31-13)

ARTICLE XX - EXTRA DUTY PAY SCHEDULE

20-1 The Extra Duty Pay Schedule may be negotiated as a part of the contract for subsequent years.

20-2 The Extra Curricular Activity Pay for the Senior High School. (Neg. 7-12-89 & 2003)

		INDEX*
ATHLETICS		
Athletic Director	(1)	1.80
Head Baseball Coach	(1)	.90
Asst. Baseball Coach	(1)	.75
Head Basketball Coach	(2)	.90
Asst. Basketball Coach	(2)	.75
Dance Team Advisor	(1)	.55
Head Football Coach	(1)	.90
Asst. Football Coach	(1)	.75
Golf Coach	(2)	.90
Pep Club/Cheerleader Advisor	(1)	.75
Head Softball Coach	(1)	.90
Asst. Softball Coach	(1)	.75
Head Track Coach	(1)	.90
Asst. Track Coach	(1)	.75
Head Volleyball Coach	(1)	.90
Asst. Volleyball Coach	(1)	.75
ACTIVITIES		
Activities Director	(1)	1.80
Academic Olympics	(1)	.45
Annual Sponsor	(1)	.55
Band (Pep & Marching) Instructor	(1)	.90
Debate & Forensic Advisor	(1)	.55
FCCLA Advisor	(1)	.90
School Paper Advisor	(1)	.35
Student Council Advisor	(1)	.55

The minimum team size shall be 10 students for the head coach and 15 students to add an assistant coach. Exception must be approved by the Board of Trustees. The Board of Trustees may approve additional assistant coaching positions upon the request of the site administrator. (Neg fall 2011)

20-2-1 Employees holding the positions listed in this section shall be paid in the first certified pay period following the end of the activity. (Neg. 11-8-93)

(cont)

20-2-2 Applicants for coaching positions in the district will be selected first in the following order:

Certified applicants currently employed by the district for coaching positions with special endorsements in field of vacancy will be considered first.

Certified applicants currently employed by the district for coaching with special endorsements with past coaching experience if the field of vacancy will be considered next.

All currently certified applicants with coaching experience in any field shall be considered next.

Any currently employed certified applicant will be considered first for the position before non-certified applicants from outside of the district.

The district reserves the right to determine teacher load and impact on the classroom. Extra duty assignments are dependent upon ability and prior satisfactory evaluations. (Neg. 11-7-07)

20-3 The Extra Curricular Activity Pay for the Hawthorne Junior High/Elementary School. (Neg.7-12-89)

	INDEX*	
Girls Basketball 7th grade	.60	(Neg. 9-25-02)
Girls Basketball 8th grade	.60	(Neg. 9-25-02)
Boys Basketball 7th grade	.60	(Neg. 9-25-02)
Boys Basketball 8th grade	.60	(Neg. 9-25-02)
Girls Volleyball 7th grade	.60	(Neg. 9-25-02)
Girls Volleyball 8th grade	.60	(Neg. 9-25-02)
Student Council Advisor	.35	(Neg. 12-19-01, 9-25-02)
Year Book Advisor	.35	(Neg. 9-25-02)
Middle School Athletic Director	.55	(Neg. 2-9-2000)

The Extra Curricular Activity Pay for the Schurz Elementary School. (Neg. 7-12-89)

	INDEX*
Basketball Coach (minimum 7 games)	.60

The schedule will be cooperatively developed by the coach and building principal and presented to the county superintendent for approval prior to the first game.

During the first two years of experience in the same extra-curricular activity at the same school in Mineral County School District the pay will be based on the B.A. minimum salary. After two years of experience in the same extra-curricular activity at the same school in Mineral County School District, the pay will be based upon the M.A. minimum salary. A break in service of two years or less does not eliminate years of experience in the extra-curricular activity. If a listed extra-curricular activity was previously listed as intramural the years of experience an advisor or coach receives as an intramural advisor or coach will count for years of experience in the same extra-curricular activity in the same school. Years of experience must be earned in the same extra-curricular activity in the same school at Mineral County School District. (Neg. 9-25-02)

(cont)

This pay schedule is based on an index with 1.00 being equivalent to ten percent (10%) of the appropriate base salary. (Neg. 9-21-95)

The indexes do not apply when the name activity is incorporated as part of the regular curriculum. (Neg. 7-12-89)

20-3-1 Employees holding the positions listed in this section shall be paid in the first certified pay period following the end of the activity. (Neg. 11-8-93)

20-4 The Extra Curricular Activity Pay for the school district which is paid by the hour or by the event. An increase for intramural pay will be granted at the rate of increase granted on the base salary schedule each year.

The instructors and the directors shall receive their regular salaries as teachers plus an extra stipend for extra activities. Intramural instruction will not take place during the scheduled lunch period. Intramural instructor and assistant pay shall be limited to no more than 6 hours weekly.

		(2007-08)
Intramural Instructor	(10 hrs. wkly)	**$ 11.98** an hour
Asst. Intramural Instructor	(10 hrs. wkly)	**$ 10.87** an hour
Play Director	(Maximum 3)	**$754.45** per play

		****(2011-13)****
Intramural Instructor	(6 hrs. wkly)	**$ 12.58** an hour
Asst. Intramural Instructor	(6 hrs. wkly)	**$ 11.42** an hour
Play Director	(Maximum 3)	**$792.18** per play

*This pay is based on an index with 1.00 being equivalent to ten percent (10%) of the minimum baccalaureate salary. **Changed to reflect current term of contract.** (Neg. Fall, 2011)

20-5 A fund of **$3486 (07-08) $3660 (08-09)** will be established at the High School, a fund of **$435 (07-08) $457 (08-09)** at the Junior High School and a fund of **$217 (07-08) $228 (08-09)** at Schurz for the purpose of paying teachers involved in extra curricular activities outside the normal working school day. Referees shall not be paid from these funds. A plan for payment of the fund shall be jointly prepared by the teachers and building principal involved and shall be submitted to the superintendent for approval prior to beginning of activities for the school year. An increase in this account will be granted at the rate of increase granted on the base salary schedule each year effective for the 1990-91 school year. (Neg. 7-21-89)

20-6 Homebound instructors will be paid $25.00/hr. Maximum hours weekly are five (5). (Neg. 9-25-02)

20-7 Sponsors driving students to school sponsored activities will be paid at a rate of .18 cents per mile. (Neg. 3-26-91, 9-25-02)

20-8 Teachers will be paid for covering another teacher's class during their prep period based on the following circumstances: 1) school related only, 2) a full period, 3) to be paid the amount of $30.00. In the case of an elementary teacher who had another teacher's students, the teacher would be paid at the established substitute rate. (Neg. spring 2010)

(cont)

20-10 Enhanced Compensation – The District and the Association agree to comply with NRS

288 as mandated by Assembly Bill (AB) AB2, or any other legislation requiring negotiation.

The respective parties shall provide no less than thirty (30) days notice prior to commencing negotiations; unless, the Department of Education or any other governing body outside the District fails to provide all things necessary for negotiations to begin with adequate notice. (Neg. 11-7-07)

ARTICLE XXI - GROUP INSURANCE

21-1 The Mineral County School District, its Board of Trustees, the Mineral County Classroom Teachers Association, and Mineral County Classified Organization recognize the need to stabilize the expenses from the general fund in providing health insurance. To that end, the parties agree to the following:

The insurance advisory committee shall have access to all information provided to the District by the plan administrators. (Neg. Spring, 2010)

21-2 Once the insurance plan is established, changes in the terms and conditions of the present Mineral County School District's Health and Accident Insurance Plan, including, but not limited to premiums, plan administrator, carrier, benefits and features, shall only be made by negotiating pursuant to NRS 288. (Neg. Spring, 2010)

The district agrees to pay the first $415.16 of the health insurance premium, which includes vision and dental, and $1000 of the deductable. Then the employees shall be responsible for the remaining portions of the premiums and deductibles beginning December 1, 2011. (Neg fall 2011)

21-3 The insurance advisory committee, consisting of a) the Superintendent of Schools; b) proportional representation of MCCTA, MCCO, and an administrator; and c) a representative of the MCSD Board of Trustees, or their designees, shall:

1. Review the actuarial soundness of the program
2. Review the benefits and features of the program
3. Review premium requirements
4. Evaluate the plan administrator
5. Review the re-insurance
6. Evaluate and review any other factors that may affect the program
7. Annually solicit bids, both from plan administrators and health insurance carriers
8. Provide information and make recommendations on all of the above to the Board of School Trustees

In the event the parties are unable to reach agreement on changes, the parties shall seek the assistance of a Federal Mediation & Conciliation Service mediator. (Neg Spring, 2010)

(cont)

21-4 Each advisory committee entity, at its option, may have a consultant attend any meeting of the committee. (Neg. Spring, 2010)

21-5 Disputes over the interpretation of this agreement are subject to the Grievance Procedure in the parties' Professional Negotiation Agreement. (Neg. Spring, 2010)

ARTICLE XXII - PAYROLL DEDUCTIONS

22-1 Teachers may at any time sign an assignment authorizing deductions of membership dues of the association. Such authorization shall continue in effect unless such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the association and the board. Should the association, by its own constitutional procedure, vote to increase the dues, or levy an assessment, to the association it would not require an additional authorization.

22-2 Teachers at any time may sign an assignment authorizing deduction of payment for health insurance, provided the teacher requesting the deduction is participating in the district sponsored Health and Accident program, in which, the district does participate by paying part of the employee's premium.

22-3 Teachers may from **September 1-30** and **January 1-31** sign an assignment authorizing deduction of payments for tax shelter annuities to any company of their choice, provided Bank of America, Hawthorne, Nevada, offers free handling service both to the Mineral County School District and employees. (Neg. 11-8-93)

22-4 Any teacher requesting payroll deductions for any of the above reasons must give the school district office and/or superintendent forty-five (45) days notice.

ARTICLE XXIII - CONTRACTS

23-1 On or before May 1 of each year, the board shall notify postprobationary employees in their employ, in writing, by certified mail or by delivery of the employee's contract, concerning their reemployment for the ensuing year. If the board, or the person designated by it, fails to notify a postprobationary employee who has been employed by a school district of the employee's status for the ensuing year, the employee shall be deemed to be reemployed for the ensuing year under the same terms and conditions as he or she is employed for the current year.

This section does not apply to any licensed employee who has been recommended to be demoted, dismissed or not reemployed if proceedings have commenced and no final decision has been made by the board. A licensed employee may be demoted or dismissed for grounds set forth in NRS 391.312 after the employee has been notified that he or she is to be reemployed for the ensuing year.

Any licensed employee who is reemployed pursuant to subsection 1 shall, by May 10, notify the board in writing of the employee's acceptance of employment. Failure on the part of the

employee to notify the board of his or her acceptance within the specified time is conclusive evidence of the employee's rejection of the contract.

If the licensed employees are represented by a recognized employee organization and negotiation has been commenced pursuant to NRS 288.180, then the provisions of subsections 1, 2 and 3 do not apply except in the case of a demotion, dismissal or decision not to reemploy an employee. Before May 10 of each year, the employees shall notify the board in writing, on forms provided by the board, of their acceptance of reemployment. Any agreement negotiated by the recognized employee organization and the board becomes a part of the contract of employment between the board and the employee. The board shall mail contracts, by certified mail with return receipts requested, to each employee to be reemployed at the last known address of the employee or shall deliver the contract in person to each employee, obtaining a receipt therefore. Failure on the part of the employee to notify the board of the employee's acceptance within 10 days after receipt of the contract is conclusive evidence of the employee's rejection of the contract.

With consequences as set forth in NRS 391.350 (Neg. 7/31/13)

23-2 No clause in the contracts of employment issued to teachers shall be in violation of NRS Chapter 391 or this professional negotiation agreement between the school district and the association.

23-3 Federal and State law preempt any agreement herein. Should changes from the 2011 Nevada Legislative session require it, both parties agree to meet to adjust this agreement to accommodate those changes.

ARTICLE XXIV- GENERAL SAVINGS CLAUSE

24-1 In the event that any provision of this agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction or by the Employees Management Relations Board as specified in section 288.130 Nevada Revised Statutes, then such provisions or applications will not be deemed valid and subsistent except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than twenty (20) days after any such holdings for the purpose of re-negotiating the provision or provisions affected.

TERMS OF AGREEMENT

Except as provided below this Agreement shall be effective as of the date of ratification and shall remain in effect through the 30th day of June 2014 and shall continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2014-2015, or succeeding years, in accordance with the provisions of NRS 288 or the desire to change, amend or modify the Agreement. (Neg. 8-10-06)

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

IN WITNESS THEREOF, the parties have hereunto affixed their signatures this

15th Day, of the month August, in the year 2013.

MINERAL COUNTY SCHOOL DISTRICT	MINERAL COUNTY TEACHERS' ASSOCIATION
Board of Trustees President	MCCTA President
Board of Trustees Clerk	MCCTA Secretary