

**NYE COUNTY SCHOOL DISTRICT**

**NYE COUNTY CLASSROOM  
TEACHERS ASSOCIATION**



**NCCTA**



**MASTER CONTRACT**

**2015-2017**

**July 1, 2015 To June 30, 2017**

*Ratified/ Approved 2015-2017*

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**PREAMBLE**

This Agreement is made and entered into, by and between the Nye County School District in Nye County, Nevada, and the Nye County Classroom Teachers Association.

WHEREAS, the Nye County Board of Trustees in Nye County, Nevada, and the Nye County Classroom Teachers Association, the parties to this Agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual goal and that the character of such education depends equally upon the quality and morale of the educational community, Nye County Board of Trustees, administration, and staff; and

WHEREAS, the Board of Trustees is the duly elected governing body of the District, the Nye County Board of Trustees is responsible as set forth by the laws of the State of Nevada, to promulgate programs and formulate policies for the operations of the District to be directed by the Superintendent of Schools; and

WHEREAS, the members of the education profession are qualified to assist in the improvement of the educational process; and

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

NOW, THEREFORE IT IS AGREED:

Ratified/Approved 2019-2021

## DEFINITIONS

1. The term “Chapter 288”, as used in this Agreement, shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act.
2. The term “Employees”, as used in this Agreement, shall refer to all licensed personnel on the salary schedule(s). Sections in this contract referring to a particular group of licensed personnel shall apply only to that group.
3. The term “School Trustees”, as used in this Agreement, shall mean the Board of Trustees of the Nye County School District, and is the entity known as the Local Government employer in Chapter 288 Nevada Revised Statutes.
4. The term “Association”, as used in this Agreement, shall mean the Nye County Classroom Teachers Association, and is the entity known as the Employee Organization in Chapter 288 Nevada Revised Statutes.
5. The term “School District”, as used in this Agreement, shall mean the Nye County School District.
6. The term “Superintendent”, as used in this Agreement, shall mean the Superintendent of Schools of the Nye County School District or his/her designee(s).
7. The term “School Trustees” and “Association”, as used in this Agreement, shall include authorized officers, representatives, and agents. Despite references herein to “School Board” and “Association” as such, each reserves the right to act hereunder by committee or designee(s).
8. The term “EMRB”, means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.
9. The term “Agreement”, refers to the name of this document being the “Master Contract” between the Nye County School District and the Nye County Classroom Teachers Association.
10. A “Day” is defined as any day a bargaining unit employee is expected to report to work.
11. “Non-Working Hours” Are all the hours prior to and immediately following the assigned hours of work pursuant to the employee’s job description and/or otherwise described in writing by the District for the job the employee is hired or assigned; and exclusive of extra hours which the employee may be assigned to work in addition to their regular work hours.

12. "Normal Reporting Time" The time of day the employee is required to begin work pursuant to employee's job description and/or otherwise described in writing by the District for the specific job for which the employee is assigned.
13. "Attendance Area" Shall be the community in Nye County where a school or work site is located. Those specific attendance areas shall be: Pahrump, Tonopah, Round Mountain, Beatty, Amargosa, Gabbs, and Duckwater.
14. "Work Location" Shall be individual schools and other buildings within a specific Attendance Area designated by the District as a place which employees are hired or assigned to report to work.

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## ARTICLE I

### RECOGNITION

- 1 The primary mission of NCCTA, Nye County Classroom Teachers Association, is to advocate the professional rights and economic security of its members, while also serving as the prominent voice of this negotiated contract.
- 1-1 The District recognizes the Association as the exclusive representative of all certificated personnel employed by the School District, excluding the Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, district Psychologists, all other administrative personnel, Teachers' Aides, and Substitute Teachers.
- 1-1.1 Extra-duty assignments are covered by the master agreement except as stated in Article VI, paragraph 6-8.
- 1-2 The rights and privileges granted solely to the Association, under the provision of this Agreement that apply, shall be for the exclusive use of the Association subject to the exceptions of NRS 288.

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## ARTICLE II

### ASSOCIATION RIGHTS

#### 2-1 Right to Organize

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

#### 2-2 Pertinent Information

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

#### 2-3 Association Business

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

#### 2-4 Association Use of School Buildings and Equipment

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

#### 2-5 Notification to District

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



## ARTICLE III

### PAYROLL DEDUCTIONS

#### 3-1 Dues Deductions Authorized

1. The Trustees agree to deduct, in equal installments beginning as soon as possible after receipt of completed membership forms and continuing through the final pay period of the contracted year, such monies for annual membership in the Nevada State Education Association and its affiliated associations.
2. Such payroll deduction of dues and political contributions will continue from year to year unless canceled by the bargaining unit member provided herein.
3. Any bargaining unit member desiring to have the District discontinue deductions previously authorized must notify the Association and the District in writing between July 1 and July 15 of each year for that school year's dues and political contributions. The Association will notify the district in writing to discontinue the employee's deduction(s) by July 20.
4. The Association will notify the District by September 15 of the amount of dues to be deducted for the ensuing year.
5. Upon termination of employment with the District, the remaining amount of dues and political contributions for the Association (above) will be deducted from the employee's final check unless said employee has provided the Association with notification as provided herein.
6. All legally required deductions have priority over Association dues.
7. The Association will indemnify, defend, and hold the District harmless against any claims made or against any suit instituted against the District on account of any action taken or not taken by the District in good faith under provisions of this article.
8. Licensed personnel who desire to discontinue dependent insurance coverage must notify the District no later than May 15<sup>th</sup>.
9. The Trustees agree to deduct, in equal installments, Association membership dues of new enrollees in accordance with 3-2 herein. The new enrollee's deductions will be prorated in accordance with enrollee date of request.

### 3-2 Other Payroll Deductions

1. Upon written authorization from the bargaining unit member, the District may deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, and insurance.

Any additional voluntary payroll deductions, as approved by the District in consultation with the NCCTA, must have a minimum of ten (10) enrollees. Changes will be allowed effective on October 15, December 15, February 15, and April 15 payroll checks provided written notification is received in the District Office on or before October 1, December 1, February 1, and April 1.

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## ARTICLE IV

### GRIEVANCE PROCEDURE

- 4-1 A grievance is a disagreement between an individual, or the Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.
- 4-2 For the purpose of this article, a "School Day" is defined as any calendar day that the school offices are open for business.
- 4-3 If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for a bargaining unit member 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. Timelines can be extended, at any step, by written mutual agreement.

#### **STEP 1-School Principal**

a) 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 principal.

The principal will answer the grievance, in writing, within seven (7) school days.

#### **STEP 2-Superintendent of Schools**

If the aggrieved party is not satisfied with the disposition of its grievance at Step I, the party may file written grievance with the superintendent within seven (7) school days.

The Superintendent or his designee will meet with the aggrieved party, his principal or immediate appropriate supervisor, or both, in an effort to resolve the grievance. Such a meeting will take place within seven (7) school 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-Grievance Mediation**

If the aggrieved party is not satisfied with the disposition of the grievance in Step II, then the aggrieved party may present grievance to mediation within seven (7) school days after the Superintendent's response in Step II.

Procedures for Grievance Mediation:

1. The Superintendent/or designee must respond to a grievance request for mediation within seven (7) school days.
2. A mediator will be obtained from the Federal Mediation and Conciliation Service.
3. The mediator shall confer with the Superintendent or his designee and the Association and hold a hearing promptly.
4. If no solution is reached to the satisfaction of both parties, the grievance and all information in Steps I and 2 and grievance mediation shall be submitted to a review board consisting of three Nye County School District bargaining unit members and three Nye County School District administrators. The review board shall make a final attempt to resolve the grievance.
5. If the solution reached by the review board is not satisfactory to either party, then either party can proceed to Step 4 of the grievance procedure.

**STEP 4-Binding Arbitration**

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to binding arbitration within five (5) 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.

4-4 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 borne by the losing party to the arbitration. The arbitrator shall determine the losing party.

c. If a court reporter is requested by either party or the arbitrator, the arbitrator will determine payment of the costs of the reporter and transcripts.

#### 4-5 Individual Rights

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

#### 4-6 Rights to Representation

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

2. If, in the judgment of the Association, a grievance affects a group of bargaining unit members of the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced to 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.

#### 4-7 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.

#### 4-8 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.

#### 4-9 Personnel Files

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

**ARTICLE V**

**BARGAINING UNIT MEMBER EVALUATION**

**Article 5-1**

The parties agree to comply with any and all NRS applying to or pertaining to the area of bargaining unit member evaluation.

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## ARTICLE VI

### CORRECTIVE DISCIPLINE AND TERMINATION

#### 6-1 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 commensurate with the deficiency to be corrected.

2. If disciplinary action is deemed necessary, the following steps will be taken:

a. Warning - A warning 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 reprimand is given to the employee in the first instance of more serious offenses or after repeated instances of minor offenses. The reprimand 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 reprimand is placed in the employee's personnel 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 reprimand and has the right to pursue this matter under the grievance procedure.

c. Suspension Without Pay - If, despite previous warnings or reprimands, 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.

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

#### 6-2 Dismissal

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. Probationary Employee Dismissal - 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 dismissed.

Every probationary bargaining unit member being dismissed during the course of his/her probationary contractual year will be entitled to the following:

- a. The bargaining unit member will be notified in writing. This notification will include a written statement declaring, clearly and explicitly, the specific reason(s) for the dismissal of his/her services.
- b. The bargaining unit member may, within ten (10) days of the receipt of the statement of reasons, appeal the dismissal through the grievance procedure.

#### 6-3 Probationary Employee – Non Renewal of Contract

The Nye County School District and the Nye County Classroom Teachers Association agree to adhere to NRS 391.3197 in the matter of non-renewal of probationary bargaining unit members' contracts.

NRS - 391.3197 "Probationary employees: No right to re-employment; notice of and acceptance of re employment; contract for trial year; supplemental evaluation; notice of refusal to re-employ; acceptance of administrator of contract as teacher; hearing before dismissal.

- a. A probationary employee is employed on a contract basis for three 1-year periods and has no right to employment after any of the three probationary contract years.



b. The board shall notify each probationary employee in writing on or before May 1 of each year of his/her probationary period, as appropriate whether he/she is to be re-employed for the second and third year of the probationary period or for the fourth school year as post probationary employee. The employee must advise the board in writing on or before May 10 of the each year of his/her probationary period, as appropriate of his/her acceptance of re-employment. If a probationary employee is assigned to a school that operates all year, the board shall notify him/her in writing, in both the first and second years of his/her probationary period, no later than 45 days after the date of notification of his/her acceptance or rejection of re-employment for another year. Failure to advise the board of his/her acceptance of re-employment constitutes rejection of the contract.

c. A probationary employee who completes his/her 3-year probationary period and receives a notice of re-employment from the school district in the third year of his/her probationary period is entitled to be a post probationary employee in the ensuing year of employment.

d. A probationary employee who receives an unsatisfactory evaluation may request a supplemental evaluation by another administrator in the school district selected by him/her and the superintendent. If a school district has five (5) or fewer administrators, the supplemental evaluator may be an administrator from another school district in the state. If a probationary employee has received during the first two school years of his/her probationary period six (6) evaluations which state that the employee's overall performance has been designated "highly effective" or "effective" on each of the evaluations and receive a notice of reemployment, the superintendent of the school district or his/her designee shall waive the third year of the employee's probationary period by expressly providing in writing on the final evaluation of the employee for the second probationary year that the third year of his/her probationary period is waived. Such an employee is entitled to be a post probationary employee in the ensuing year of employment.

e. If a probationary employee is notified that he/she will not be re-employed for the second year of his/her probationary period or the ensuing school year, his/her employment ends on the last day of the current school year. The notice that he/she will not be re-employed must include a statement of the reasons for that decision.

f. Before dismissal, the probationary employee is entitled to a hearing before a hearing officer which affords due process as set out in NRS 391.311 to 391.3196, inclusive.

#### 6-4 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 a crime involving moral turpitude
- i. Inadequate performance
- j. Evident unfitness to serve
- k. Failure to comply with such reasonable requirements as a board may prescribe
- l. Failure to show normal improvement and evidence of professional training 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 or teaching of 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 certification.
- o. Willful neglect or failure to observe and carry out the requirements of this title.
- p. Dishonesty

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

#### 6-5 Consideration Before Termination

Prior to Termination, excluding termination pursuant to section 3, 4, 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 the time expectations so the bargaining unit member involved can reach an acceptable level of performance
- d. A prescription for assistance by the principal or immediate supervisor which spells out courses of action and time lines whereby the bargaining unit member 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 bargaining unit member.

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.

6-6 An employee may be terminated without prior warning for the following misconduct's 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 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 interest 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.

6-7 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.

6-8 Just Cause

No bargaining unit member will be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred, dismissed, or otherwise deprived of any professional advantage without just cause. It is expressly understood that extra-duty assignments held by members of the bargaining unit are not covered by this provision.

- 6-9
1. 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.
  2. The superintendent shall maintain, for official school district purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safe keeping.
  3. In the event an employee is charged with civil or criminal charges and cleared of said charges, there shall be no documentation or reference to it in the employee's personnel file.
  4. Any negative material in an employee's personnel file, including admonitions, shall be removed in their entirety after one (1) complete school year of satisfactory performance of duties, as long as the employee has received no subsequent negative material for the same or related matter. It is understood the employee must submit a written request to remove any such document.
  5. An employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. The employee shall have the right to examine his/her personnel file. Anonymous, unattributed or inappropriate materials shall not be placed in the file. An employee shall have the right to contest placement of materials in the personnel file through the grievance process. In addition, the employee may within a ten day period submit a written response to any material placed in the personnel file. This written response shall then be attached to the appropriate file material and placed in the file.
  6. In a specific personnel action no use may be made of any material which has not been properly placed in the official personnel file.

7. If a School District employee is charged criminally with assault or battery-related crimes as a result of an act while on duty and enforcing school policy to maintain a peaceful and safe environment, the employee will be entitled to reasonable defense costs by the Nye County School District. If a Court finds the employee's conduct wanton or malicious, the employee or former employee shall be liable to the District for the amount of defense costs expended by the District.
8. In all instances where there is contact between administrators and a parent regarding a written formal complaint with a child and an employee, the employee involved shall be notified within ten (10) working days of the nature of the complaint and any proposed action to be taken.
9. Any observation that results in a negative evaluation or direction for change shall be called to the employee's attention in writing within ten (10) days after the observation.

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## ARTICLE VII

### TRANSFERS

#### 7-1 Voluntary Transfers

##### 7-1.1

The District Policy recognizes that it is desirable, when making assignments, to consider the interest and aspirations of its licensed members of the bargaining unit. Requests by a licensed member of the bargaining unit for transfer to a different class, building, or position will be made in writing, on forms furnished by the district, along with a letter of interest and a current resume. One copy of the application form and the resume will be filed with the Superintendent or designee and one copy of the application will be filed with the Association. To be eligible to submit for voluntary transfer, the licensed member of the bargaining unit must be post probationary, must not be on any current plan of improvement, or if on the Special Education Option Program, must be within the limitations specified in Appendix G. The application will set forth the reasons for the request for transfer, the school, and the grade or position sought. All eligible in-district applicants that submit a transfer form approved by their current supervisor, and the required documents mentioned above will be afforded an interview. Applications for voluntary transfer from eligible in-district applicants will be considered before out-of-district applicants from March 15<sup>th</sup> through May 15<sup>th</sup>. Applicants must submit the required forms for transfer within five (5) work days of the posting. If there are no transfers or the transfer request results in a denial, after five (5) work days from the application closing date, the District or its agent will consider out-of-district applicants.

##### 7-1.2

Voluntary transfers will be granted on the basis of experience, qualifications, principal approval, past evaluations and seniority of the applicants. Should the District or its agent deny a request for a voluntary transfer, it will, within five (5) days, provide the licensed member of the bargaining unit and the Association a written statement of its decision with written reasons therefore.

#### 7-2 Involuntary Transfers

An involuntary transfer will be made only in the case of an emergency, in order to comply with the Elementary and Secondary Act of 2001 (ESEA), as amended, 20 USC 6301 et seq., or to prevent undue disruption of the instructional program.

1. The District will notify, in writing, the affected bargaining unit member (s) and the Association of the specific reasons for such transfer at the time of notification of transfer.
2. If the bargaining unit member(s) object to the involuntary transfer for the reasons given, the dispute may be resolved through the grievance procedure beginning at Step II. If the dispute is ultimately resolved in

favor of the transfer, or, if the Association does not process the grievance through arbitration, the bargaining unit member will, if he/she requests, be released by the District from his/her contract, without prejudice.

3. An involuntary transfer will not result in the loss of compensations, seniority, or fringe benefits.

4. Reasonable moving expenses necessitated by an involuntary transfer will be borne by the District.

5. When such an involuntary transfer vacancy occurs in the District because of compliance with the Elementary and Secondary Act of 2001 (ESEA) as amended, 20 USC 6301 et seq., and such vacancy has to be filled with existing staff, the vacancy will be filled in the following manner.

a. For attendance areas with only one Elementary, Middle or High School:

i. Volunteers meeting the criteria for licensure or qualifications to fill the vacancy will be solicited from the attendance area of the vacancy for a period of five (5) workdays.

ii. If, within five (5) workdays, no volunteers from the attendance area have requested a transfer to the vacant position, volunteers meeting the criteria for licensure or qualifications to fill the vacancy will be solicited from the entire District for a period of five (5) working days.

iii. If, within five (5) workdays, no volunteers from the District have requested a transfer to the vacant position, the Superintendent will transfer the least senior bargaining unit member in the District who meets the same criteria for licensure or qualifications.

b. For attendance areas with more than one Elementary, Middle or High School:

i. Volunteers meeting the criteria for licensure or qualifications to fill the vacancy will be solicited from the attendance area of the vacancy for a period of five (5) workdays.

ii. If, within five (5) workdays, no volunteers from the attendance area have requested a transfer to the vacant position, volunteers meeting the criteria for licensure or

qualifications to fill the vacancy will be solicited from the entire District for a period of five (5) working days.

iii. If, within five (5) workdays, no volunteers from the District have requested a transfer to the vacant position, the Superintendent will transfer the least senior bargaining unit member in the attendance area who meets the same criteria for licensure or qualifications.

c. For purposes of complying with the Elementary and Secondary Act of 2001 (ESEA), as amended, 20 USC 6301 et seq., the employee that was involuntarily transferred due to inadequate yearly progress will replace

i. The least senior bargaining unit member in the attendance area who meets the same criteria for licensure or qualifications.

ii. The least senior bargaining unit member in the district who meets the same criteria for licensure or qualifications.

iii. The above sequence of involuntary transfers shall be repeated no more than three (3) times.

#### 7-3 Expected Vacancies

The District shall furnish, as soon as possible, to the Association, notice of all expected vacancies. This notification shall reflect the position open, grade level, subject matter, and building or school of the vacant position.



## ARTICLE VIII

### REDUCTION IN FORCE

#### 8-1 Personnel Reduction

1. In the event that the District elects to exercise its management right to reduce personnel because of a lack of funds or a lack of work, such reduction shall be effected as follows:

a. The employee with the least seniority in the affected classifications or position shall be laid off first.

2. The Association shall be notified by February 15<sup>th</sup> of each year of possible reductions in force. Additionally, if the District knows of the exact attendance area, classification and individual, the individual and the Association shall be notified.

3. Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid off bargaining unit members who are qualified to perform the work in question will be recalled in order of seniority.

#### 8-2 Seniority

1. Seniority will be computed from a bargaining unit member's most recent date of hire in the bargaining unit.

a. Date of hire is the first contractual day of work.

b. Seniority will continue to accrue during all paid leaves of absence.

c. Seniority will not be broken by unpaid leaves of absence.

d. Employment by the District in a position outside the bargaining unit will not be counted in computing seniority. Employees returning to employment within the bargaining unit shall have their seniority adjusted by moving their hire date forward equal to the time employed by the District in the non-bargaining unit position.

e. Employment by the District in a position with restricted terms as prescribed by NRS 391.3115(3) and NRS 391.120(1) shall have all time computed to establish seniority and be subject to the Procedure for the Reduction in Force to be found in Appendix E.

f. When hire dates are equal among bargaining unit members, the hire date of those bargaining unit members will be determined by drawing of lots, on or before Sept. 15.

2. Procedure for Personnel Reduction to be found in Appendix E.

3. By September 30<sup>th</sup> of each school year, the Superintendent will provide the Association with a list showing the seniority of each bargaining unit member employed by the District, their areas of certification and courses taught.

Ratified/ Approved 2015-2017

## ARTICLE IX

### BARGAINING UNIT MEMBER LEAVE

#### 9-1 Sick Leave

1. At the beginning of each school year, each bargaining unit member will be credited with fifteen (15) days of sick leave at full salary for personal illness or disability, maternity, personal medical appointments, quarantine or communicable disease. Unused days each year will be accumulated up to a maximum of one hundred eighty (180) days.

2. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

3. The employee may use up to ten (10) of the allotted sick days each year for the necessary care of ill or disabled immediate family members or anyone living in the same household. Immediate family includes mother, father, sister, brother, children, spouse and grandparents. Other serious family illness shall be allowed with the recommendation of the principal and approval of the Superintendent.

4. A bargaining unit member who is unable to teach because of illness or disability and who has exhausted all sick leave available will be granted a leave of absence without salary for the duration of the illness or disability.

5. Each employee shall furnish satisfactory proof of the necessity for the sick leave, if such proof is requested by the Superintendent.

6. After ten (10) years of service and upon termination of employment, bargaining unit members will receive a lump sum payment for all days of accumulated unused sick leave, up to ninety (90) days maximum, at the rate of twenty-five percent (25%) of his/her current daily salary times the number of days accumulated.

6.1 After twenty (20) years of service and upon termination of employment, bargaining unit members will receive a lump sum payment for all days of accumulated unused sick leave, up to one hundred twenty (120) days maximum, at the rate of thirty-five percent (35%) of his/her current daily salary times the number of days accumulated.

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

8. Each employee who uses three (3) days or less of sick leave in the preceding year may sell back up to five (5) days of unused sick leave at the rate of \$100 per day.  
Each employee who uses five (5) days or less of sick leave in the preceding year may sell back up to three (3) days of unused sick leave at the rate of \$90 per day.
- 8.1 Employees who wish to take part in the buy-back of unused sick leave for the prior school year, must notify NCS D no later than August 31<sup>st</sup> of that year.

## 9-2 Maternity and Child Adoption Leave

1. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery there from and any temporary disability resulting there from shall be treated as any other temporary disability for all job related purposes under the provisions of sick leave. (All written and unwritten employment policies and practices of the Board will be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions as applied to other temporary disabilities.)
2. An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:
  - a. A maximum of six (6) weeks adoption leave will be permitted to either the father or the mother in any combination. (i.e. three (3) for mother and three (3) for father) Leave beyond six (6) weeks may be granted under the provisions of extended leave of absence (9-7).
  - b. Adoption leave will be granted only for children who are between the ages of birth to six (6) years of age at the time of adoption.
  - c. The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where the ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.
3. The length of leave of absence, including the date on which the leave will commence and date on which the bargaining unit member will resume duties, will be determined by the bargaining unit member and the Administration, in consultation with her physician or, in the event of adoption, the child's physician.

4. The Board will not refuse to do any of the following because of bargaining unit member's pregnancy:

1. Hire or employ
2. Select her for a training program leading to employment, reassignment, or promotion
3. Retain her as an employee
4. Consider her for and enroll her in training programs leading to employment, reassignment or promotion
5. Treat her equally with all employees in compensation or in terms, conditions, or privileges of employment

#### 9-3 Bereavement Leave

The employee may use a reasonable amount of sick days in the event of death in the immediate family. This includes mother, father, sister, brother, children, spouse, and grandparents.

Other deaths will be covered under the provision with the recommendation of the Principal and approval of the Superintendent.

#### 9-4 Leave for Jury Duty

1. Any employee receiving notice of jury duty shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled day as such jury duty permits.

2. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty and any money received for jury service shall be remitted to the District.

3. Any per diem or transportation allowance shall be retained by the employee.

#### 9-5 Professional Leave

Temporary leave at full salary will be provided each bargaining unit member for visiting other schools, attending professional Association committee meetings, conferences, conventions, and assemblies upon recommendation of the Principal and the approval of the Superintendent.

#### 9-6 Personal Leave

1. At the beginning of each year, each employee will be credited with two personal days of leave at full pay. Unused personal days will be allowed to accumulate up to a total of three (3) days. If the employee has used five (5) or less days of sick leave in the prior year he will be allowed to

accumulate up to a total of four (4) days of personal leave in that year. The employee will also get a choice of rolling over unused personal leave into his/her sick leave at the end of a school year.

2. Personal leave shall be granted to employees without limitations as to the purpose for use of such days.

3. Personal days shall not be taken the day prior to, or the day immediately following, any vacation period or holiday or during the first week of school and the last week of school. Exceptions may be granted with the recommendation of the Principal and the approval of the Superintendent.

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

#### 9-7 Extended Leaves of Absence

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

2. Bargaining unit members on extended leaves will be entitled to:

a. Return to the same positions which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration.

b. If the leave adds to the educational experience of the bargaining unit member, then they shall accrue seniority and salary schedule experience credit.

#### 9-8 Sick Leave Bank

Under this agreement, licensed staff covered by this contract may voluntarily become members of the NCCTA sick leave bank by contributing one (1) sick leave day upon joining the bank for the establishment and operation of the bank. Additional days needed to operate the sick bank within the terms explained in the Master Contract will be assessed alphabetically from the sick bank membership at a rate of one day per member per assessment. This bank is to assist employees who have long term illness or disabilities and who have exhausted their sick leave accumulations.

1. Only individuals who have contributed to the bank are eligible for benefits.
2. Membership and benefits are available only to bargaining unit members who have been employed by the Nye County School District (NCSD) for a minimum of one (1) year.
3. The maximum cumulative number of days which any one person can be granted from the bank during one school year is twenty (20) days. The maximum cumulative number of days which any one person can be granted from the bank during his/her period of employment with NCSD is forty-five (45) days.
4. Benefits from the sick bank up to ten (10) days to one member may be approved by the NCCTA President with appropriate proof of medical need provided by the applicant for benefits. Applicants for benefits beyond ten (10) days from the sick leave bank must make application through the Joint Advisory Committee (JAC) of the School District. The JAC shall be empowered to develop criteria to determine long term illness or disability. Based on this criteria, JAC will formulate a standing list of medical conditions to be approved by the School Board.
5. The Joint Advisory Committee (JAC) shall consist of one (1) School Board Member, three (3) Administrators selected by the Superintendent or his/her designee, and four (4) bargaining unit members selected at random by the NCCTA Executive Board. The committee shall work cooperatively to execute the sick leave bank.
6. At the beginning of each school year there will be an open enrollment period ending on September 15<sup>th</sup>. Eligible licensed staff must notify the District Office and the Association in writing of their desire to participate in the bank.
7. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the District Office in writing of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the bank.
8. A statement of participation in the sick leave bank will be included in the yearly sick leave accounting update given by the District to each employee.
9. When the total number of days in the sick leave bank is reduced to one hundred (100) days or less, the Joint Advisory Committee will inform the bank membership that a special assessment of one sick leave day per

selected member will be made to reimburse the bank. The maximum number of sick leave days that may be placed in the bank through special assessment is fifty (50) and may be placed in the bank one time per calendar year. The NCCTA Executive Board will assess the membership of the sick leave bank on a rotating alphabetical basis.

10. The maximum number of sick leave days allowed in the bank, per calendar year through enrollment of new members and assessment of current members, will be three hundred (300). The maximum number of days in the bank will be subject to annual review to reflect the change in the number of licensed employees.

11. If a member of the sick leave bank is at his/her maximum sick leave allotment than one (1) to three (3) days may be put in the sick leave bank. In order to do this the eligible member would have to submit a letter before September 30<sup>th</sup>, of each year to the Superintendent/Designee authorizing this assessment.

#### 9-9 Sabbaticals and Travel Study

Granted only with the Superintendent's approval. See Appendix D. Approval will be subject to established guidelines, developed jointly by the Nye County School District and the Nye County Classroom Teachers Association.

#### 9-10 Association Leave

##### 9-10.1

Upon one (1) week written notification from the Association President to the Superintendent of Nye County School District, a total of one hundred twenty-six (126) hours inclusive shall be granted to Association members each year for the purposes of attending Association meetings, conferences, delegate assemblies and conventions, and conducting union business.

The total of one hundred twenty-six (126) leave hours granted and taken under this provision will be reimbursed by the Association at the substitute's hourly rate. Additional hours may be granted as Association leave without pay and the District will be reimbursed by the Association at the substitute's hourly rate.

##### 9-10.2

When NCSD or its agents request Association members to conduct Union business with NCSD during the regular school day hours, and the Association agrees to do so, the release time for the Association member will be recorded as Union Business leave.

Association members, who receive release time during the regular school hours at the Association's request, must fill out Request For Leave forms, signed by the principal of the respective school(s) to reflect Union Business as the reason for the request for leave.



## ARTICLE X

### BARGAINING UNIT MEMBER WORK YEAR

#### 10-1 Regular Work Year

##### 10-1.1

1. The regular work year for bargaining unit members will consist of one hundred and eighty three (183) days.

2. The Superintendent may ask the bargaining unit member's to work a 184th day for the purpose of in-service training. Regular per diem and transportation will be paid as per District Policy, if applicable.

##### 10-1.2

The Superintendent or his agent may request bargaining unit members to work additional days beyond the one hundred and eighty three (183)-day contractual year for the purpose of non-mandatory in-service training. Regular per diem, transportation, and a stipend of \$120.00 will be paid as per District Policy, if applicable. Bargaining unit members choosing not to attend these non-mandatory in-service trainings shall not be held responsible for the materials, procedures, or concepts presented at these non-mandatory in-service trainings.

#### 10-2 In-service Days

1. New hires may be required to attend up to two (2) additional days of in-service and shall be paid, if licensed by the State of Nevada, a stipend of \$90.00 per day, plus per diem and transportation, as set by District Policy.

2. New hires, pending licensing, required to attend additional days of in-service shall be paid a stipend of \$60.00 per day plus per diem and transportation, as per District policy.

#### 10-3 Vacation Days

1. Vacation periods will be:

**2015-2017 school years**

November TBD

Winter Break December/ specific dates TBA

Spring Break April/ specific dates TBA

2. Bargaining unit members will agree to extend the school year if necessary to meet state requirements.

10-4 Holidays

1. The following holidays shall be observed:

- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- 4<sup>th</sup> of July (Year Round Schools only)

10-5

The School Board or its designee, and the Association President, or his/her designee, will cooperatively formulate a variety of plans for the integration of winter or spring break vacations into the school calendar by February 15th, of the prior year. Bargaining unit members will vote for the plan they prefer by March 1st. The counting of ballots will be done by the School Board, or its designee, and the Association President, or his/her designee. The response of the majority of bargaining unit members participating in the vote will determine the winter and spring vacations. The School Board will reserve the right to determine all other aspects of the school calendar as given in the previous statements of Article X.

10-6

Seven (7) hours of release time compensation for seven (7) hours of mandated activities beyond the regular work day (parent conferences and/or open house) shall be granted to bargaining unit members in two (2) three and one half (3-1/2) hour early releases immediately preceding the Thanksgiving vacation and Spring Break.

## ARTICLE XI

### BARGAINING UNIT MEMBER WORK DAY

#### 11-1 Hours of Duty

1. The work days should be seven and one-half (7½) hours, including a thirty (30) minute (continuous) duty-free lunch period.
2. Hours of duty for half-day sessions will be determined by the principal with the approval of the Superintendent.
3. The principal shall have the authority to permit divergence by bargaining unit members from the regular school day.

#### 11-2 Duties

1. Plans and reports shall not be prepared during the hours when bargaining unit members are in charge of students unless approved by the principal.
2. Each 7-12 departmentalized bargaining unit member will have, during the student school day, at least one duty free class period, in addition to his/her lunch period, free for planning or preparation. Bargaining unit members will not be assigned other duties during this preparation period.
3. Beginning in the 1997-1998 school year, NCSD will hire two (2) full-time specialty bargaining unit members. NCSD will establish a yearly sequence to be used thereafter of 2-2-2-2-2, etc. This phase-in program, along with scheduling at the individual building level will establish preparation time during the student school day for bargaining unit members K-6 not involved in middle school programs. The phase-in program will be concluded when two hundred (200) minutes per week preparation time for elementary bargaining unit members is realized.

NCSD and NCCTA recognize bargaining unit members elementary prep time may vary in length and frequency throughout NCSD during the phase-in period.

For 2000-2001 school year only, NCSD will hire three (3) full-time specialty bargaining unit members.

4. When not engaged in actual classroom teaching, bargaining unit members shall prepare for future instruction, confer with parents and students, and participate in in-service training and improvement programs - in general to fulfill professional responsibilities to students and community.

5. Bargaining Unit Members shall be directly responsible to the Principal or Head Teacher of their respective schools. They shall promptly and consistently carry out the instructions of the Principal, Head Teacher or Superintendent.

6. Extra duty assignments outside the regular school day will be made on a voluntary basis. In the event there are not enough volunteers, the duty will be assigned on an equitable basis to bargaining unit members from a rotating list within that school for which the duty is needed. Bargaining unit members will maintain the right to find an acceptable substitute to take care of the duty if they choose. The Association will encourage members of the bargaining unit to volunteer. "Bargaining unit members who volunteer, or are appointed from the rotation list for specified extra-curricular duties as found in 14-2, or their acceptable substitute will receive the current rate of the Federal minimum wage. The number of hours per event, to be established by the principal or his designee."

7. Any bargaining unit member who is asked during his/her planning or preparation period to cover another bargaining unit member's classroom for any activity will be compensated at the rate equal to the hourly rate of pay *Step I* - Column I of the bargaining unit members' salary schedule.

#### 11-3 Responsibilities

1. It shall be the responsibility of the School District to inform all employees covered by this agreement of the rules, policies, and regulations of the District.

2. It shall be the responsibility of the employee and the School District to abide by the rules, policies, and regulations of the Nye County School District.

3. Copies of this agreement will be posted in PDF format on the NCSD website by the District as soon as possible after this agreement is signed.

## ARTICLE XII

### NON DISCRIMINATION

12-1

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

**1. NRS 288.270 Employer or representative; employee or employee organization. It is a prohibited practice for a local government employer or its designated representative willfully to:**

- a. Interfere, restrain or coerce any employee in the exercise of any right guaranteed under this chapter.
  - b. Dominate, interfere or assist in the formation or administration of any employee organization.
  - c. Discriminate in regard to hiring, tenure or any term or condition of employment encourage or discourage membership in any employee organization.
  - d. Discharge or otherwise discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because he has formed, joined or chosen to be represented by any employee organization.
  - e. Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.
  - f. Discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.
  - g. Fail to provide the information required by NRS 288.180.
2. It is prohibited practice for a local government employee or for an employee organization or its designated agent willfully to:
- a. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter.
  - b. Refuse to bargain collectively in good faith with the local government employer, if it is an exclusive representative, as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.
  - c. Discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.
  - d. Fail to provide the information required by NRS 288.180.

(Added to NRS by 1971, 1508; A 1975, 924; 1977, 757)

## ARTICLE XIII

### PROFESSIONAL COMPENSATION

#### 13-1 Salary Schedule

1. Bargaining unit member's salaries are set forth in Appendix A, which is attached to and incorporated in this Agreement.
2. Effective July 1, 2015, Column VII ends at step 16.
  - 2a. Effective July 1, 2015, bargaining unit members who were on Column VII, step 17 through 25 prior to July 1, 2015 will remain at that current base salary. These employees will be allowed a two percent (2.0%) increase over their base salary.
  - 2b. Effective July 1, 2015, the salary schedule shall be increased 2.126% across the board with a reduction of 1.125% pursuant to NRS 286.450 and with a reduction equal to 0.001 (one-tenth of one percent) for the 2015-2016 school year. The concession of 0.001 is made to preserve the association leave currently identified in Article 9-10 for the 2015-2017 school years.
    - 2c. Effective July 1, 2015, the NCCTA Bargaining Unit members shall be placed on the appropriate salary schedule step position and paid retroactive to the NCCTA Bargaining Unit members to that effective date.
    - 2d. Effective July 1, 2016, the salary schedule shall be increased by one percent (1.0%) across the board for the 2016-2017 school year.
    - 2e. Effective July 1, 2016, the NCCTA Bargaining Unit members shall be placed on the appropriate salary schedule step position as applicable for the 2016-2017 school year.
  3. The sixth column of the NCSD licensed salary schedule, Appendix A, shall be changed to read: BA + 48 graduate semester hours or Master's Degree + 12 graduate semester hours. This change becomes effective July 1, 1994. In respect to the Bachelor's Degree + 48 graduate semester hours, the 12 graduate semester hours necessary to move from Column V to Column VI must have been earned in the preceding seven (7) years from the date of September 1 of any given year.
4. The District shall credit any Bargaining unit member/Licensed Personnel who desires professional growth advancement on the Bargaining unit member/Licensed Personnel salary schedule for the school year 1994-95 and thereafter, with professional growth credit for any course(s) taken that is related to:

- (a) The Bargaining unit member/Licensed Personnel's major or minor field of preparation, or
- (b) The Bargaining unit member's/Licensed Personnel's assignment, or
- (c) The Bargaining unit member's/Licensed Personnel's present endorsement(s), degree(s), or
- (d) Additional endorsement(s) being pursued by the Bargaining unit member /Licensed Personnel, or
- (e) Additional degree(s) being pursued by the Bargaining unit member or Licensed Personnel.

### 13-2 Extended Employment

1. Bargaining unit members who consent to be employed for a period longer than the regular school year will be paid 1/183 of their regular salaries for each additional day worked except for the following:

Bargaining unit members who teach after school hours during the contracted school year or after the contracted school year will be compensated at Column I Step 1. Duties performed include, but are not limited to, adult education, alternative education, summer school, homebound and extended school year (special education).

2. Extended employment will be granted on the basis of license, experience, qualifications, past evaluations, and the seniority of the applicant. Should the District or its agent deny a request for extended employment, it will, within five (5) workdays, provide the bargaining unit member and the association a written statement of its decision and written reason for denial of the application for extended employment. No request for extended employment will be denied without reasonable cause.

3. Should Nye County School District or its agents request, with the bargaining unit member's approval, instructional duties beyond the regular work day and hours for a commitment of one hundred eighty (180) work days, the employee will be compensated at a rate of pay equal to 1/7 (one-seventh) of their annual salary for that contract year. The employee will be compensated at the employee's hourly rate for requests involving short term commitments less than one hundred eighty (180) days. It is expressly understood that this applies to, but is not limited to Distance Learning bargaining unit members. This language does not supersede duties performed and the rate of pay received in 13-2.1.

### 13-3 Recognition for Additional Preparation

1. Documentation of additional professional preparation, if sufficient to advance the bargaining unit member's preparation status, will be submitted to the Superintendent not later than the 1<sup>st</sup> day of

October. This documentation shall be in the form of an official transcript. When the documentation is presented, the increased salary will commence and be paid retroactive to the beginning of the school year.

2. Credits earned after the awarding of the highest degree may be used for advancement on the Licensed Bargaining Unit Member salary schedule.
3. Beginning July 1, 2001, Nye County School District will recognize a maximum of nine (9) in-service credits (calculated as undergraduate) and nine (9) correspondence credits that have been taken from Nye County School District or the Nevada State Department of Education or from an accredited college or university respectively, for advancement on the salary schedule. The recognition of an additional three (3) credits in each area for advancement on the salary schedule must be earned after July 1, 2001.

#### 13-4 Pay Periods

1. Bargaining unit members will receive their contract salary in twenty-four (24) equal payments.
2. Pay dates shall be the 15<sup>th</sup> and the last day of each month, payable in equal installments of 1/24<sup>th</sup> of the bargaining unit member's annual salary.
3. Payroll will be paid in twenty-four (24) equal payments beginning on September 15<sup>th</sup> and ending on August 31<sup>st</sup>. If an employee is leaving the district, said employee may request all remaining pay after the fulfillment of that contractual year.
  - 3a. Newly hired bargaining unit members shall receive their annual contracted salary in twenty-five (25) equal payments for school years beginning prior to August 15. Newly hired bargaining unit members shall receive the first payment of their annual salary on August 31 of the current year and their last payment of their salary on August 31 of the following year.
4. Should any payday fall on a Saturday or Sunday, bargaining unit members will be paid on the Friday before.
5. There shall be no changes in this policy without mutual consent.



6. Extra curricular contract salaries will be paid as soon as possible following completion of said contract.
7. Should any payday fall during Christmas or Spring Break (Easter), bargaining unit members will be paid on the last workday prior to the beginning of either of these periods.

13-5 Mileage Allowance

1. Bargaining unit members required, in the course of their work, to drive personal automobiles will receive a car allowance as set by district policy. Liability coverage will be provided under the District's blanket liability insurance program.

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## ARTICLE XIV

### ABOVE SCHEDULE ALLOWANCES FOR EXTRA-DUTY

#### 14-1 Extra Curricular Salary

1. Beginning in the 1990-91 school year, individuals contracted for extracurricular duties will be placed on Step 0 of Appendix B.
2. The extracurricular salary will be calculated by multiplying a percentage designated for each column times the base salary on the licensed teacher salary schedule. Column I - 2.5%, Column II - 3%, Column III - 4%, Column IV - 4.5%, Column V - 5%, Column VI - 6%, Column VII - 7%, and Column VIII - 8%.
3. Any person holding two (2) positions on the extra-curricular salary schedule will be paid for both positions unless the duties of the two (2) positions convene at simultaneous times during the same season. If the duties of the two (2) positions are held simultaneously, then the person will be paid at 1.5 (one and one-half) times the determined rate.
4. When there are exceptional demands upon a particular bargaining unit member for time over and beyond the regular work day and hours, the Superintendent may establish with an individual concerned an arrangement for compensatory time or monetary reimbursement.

#### 14-2 Extra-curricular Event Help

1. Ticket takers, sellers, scorekeepers, timers, announcers, chaperones, and other extra-curricular event personnel shall be assigned on a voluntary basis or appointed from a list as indicated in Article XI.
2. All volunteer extra-curricular help will be coordinated through an Administrator or Activities Coordinator of each attendance area.

In addition, bargaining unit members will be credited for voluntary services in athletic and non-athletic activities.

#### 14-3 Free Admission

All employees, their spouses and their children will be allowed free admission to all District sanctioned extra-curricular events.

14-4 Above Schedule Allowances for Extra Duty

All extra duty assignments shall be filled with bargaining unit members if available and qualified, as such positions become open in Nye County School District.

14-4.1 It is understood that extra-duty assignments presently filled by non-bargaining unit members may continue to be filled by non-bargaining unit members until those positions become open. The filling of those positions shall be in accord with 14-4.

14-5 Relevant qualifications for extra-duty positions will include at least four (4) of the following:

1. Appropriate degree that relates to extra-curricular duty.
2. Amount of experience in extra-curricular duty or similar extra-curricular duty.
3. Applicant is endorsed in an area of extra-duty assignment.
4. The applicant's educational background.
5. Recent training in similar extra-curricular duty.
6. Past success in extra-curricular duty or similar extra-curricular duty.

14-6 Principal's approval is necessary on final selection of individual hired for extra duty assignment.

14-7 All vacancies for extra duty assignments will be posted at all schools in each respective attendance area for 5 (five) consecutive District Office working days prior to hiring.

14-8 Extra duty assignments shall be contracted for one (1) year only and may be terminated by the Employer upon the Employee's failure to perform in a satisfactory manner; or by mutual agreement of the parties. An employee shall not have the right to grieve an unsatisfactory evaluation in accordance with Article VI, paragraph 6-8 of the Master Contract.

## ARTICLE XV

### HEALTH INSURANCE

#### 15-1 Insurance Coverage

1. All members of the bargaining unit shall be provided health insurance coverage, without cost to the employee, within the terms and conditions of the present Nye County School Districts group health insurance plan.
2. On or before August 1, an advisory only Insurance Review Committee will meet for the purpose of reviewing the present health insurance plan terms and conditions for the possibility of change. All affected employees must be notified of any agreed to change or notice of no change each year in accordance with federal requirements.
3. In the development of a self insurance fund, the Nye County School District, its Board of Trustees, and the Nye County Classroom Teachers Association, and the Nye County Support Staff Organization recognize the need to stabilize the expenses from the general fund in the provision of health insurance. To that end, the parties agree to the following:
  1. The Association and Organization presidents shall have access to all information provided to the District by the plan administrators.
  2. Monthly premiums for employees (paid by the District) and for dependents (paid by the Employee) must be placed in the Health Insurance Claim Fund on a timely basis.
  3. All interest income earned off monies in the Insurance Funds must be placed back in the respective Insurance Fund.
  4. With the exception of payment of benefits and fees, ordinary and usual expenses associated with the operation of the self-insurance program, no funds shall be removed from the Claim Fund.
  5. A required reserve fund will be based on an actuarial audit of expected claims. Any excess over claims made plus any interest earned will continue to accrue to the reserve fund. When the required reserve fund reaches 125% (one hundred twenty five percent) of the expected claims amount, the insurance committee shall make a recommendation to the Board of Trustees and the Association's Executive Board for possible improvements in the self-insurance plan.

6. Re-insurance (stop loss) will be maintained to provide an aggregate cap in an amount not to be less than 125% (one hundred twenty five percent) of the then current fiscal year expected claims. At no time will this aggregate cap insurance be eliminated.

7. Re-insurance (stop loss) will be maintained to provide an individual cap at the amount as approved by the Joint Insurance Committee upon renewal of the Health Plan each year. This amount of individual stop loss insurance may be changed upon recommendation of the insurance committee with agreement of both parties. At no time will this individual cap insurance be eliminated.

8. Once the self-insurance plan is established (equal to or better than the current plan), its level of benefits becomes the minimum that must be maintained. Changes in the terms and conditions of the present Nye County School District's Health Self-Insurance Plan, including, but not limited to premiums, plan administrator, carrier, benefits and features, shall only be made with the mutual consent of 1) the Nye County School District Board of Trustees; and 2) the Joint Insurance Committee of the NCCTA Board of Directors and the NCSO Board of Directors. Membership on the Joint Insurance Committee will be proportioned between NCCTA and NCSO based on the number of employees represented by each union who are covered by the Group Health Insurance Plan. In the event the parties are unable to reach agreement on changes, the parties shall seek the assistance of an FMCS mediator.

9. Dependent premiums are determined annually at 100% (one hundred percent) of expected claims for that class.

10. The District's cost of employee's premiums will be calculated annually at 100% (one hundred percent) of expected claims plus administrative and re-insurance costs plus an additional amount up to 25% (twenty five percent) of expected claims to reach the required reserve.

a) Retroactive to July 1, 2015 for the 2015-2016 and 2016-2017 school years, the additional amount will be 0%. On July 1, 2017 the additional amount will move to 25% unless a successor agreement has been agreed to and ratified by both parties.

11. The insurance advisory committee, consisting of 1) the Budget Director and other management representatives as assigned by the Superintendent of Schools; 2) representative of NCCTA and

NCSSO; and 3) a representative of the NCSD Board of Trustees, or their designees, shall:

- a) Review the actuarial soundness of the program
- b) Review the benefits and features of the program
- c) Review premium requirements
- d) Evaluate the plan administrator
- e) Review the re-insurance
- f) Evaluate and review any other factors that may affect the program
- g) Annually solicit bids, both from plan administrators and health insurance carriers
- h) Provide information and make recommendations on all of the above to the Board of School Trustees and the Joint Insurance Committee.

12. Each Committee member, at his/her option may have a consultant attend any meeting of the committee.

13. Disputes over the interpretation of this agreement are subject to the Grievance Procedure in the parties' Master Contracts.

Ratified/ Approved 2015-2017

## ARTICLE XVI

### SAFETY AND HEALTH

#### 16-1 Unsafe Condition

1. An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor.
2. Should the supervisor conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.
3. Bargaining unit members assigned instructional and/or supervisory responsibilities for a student already known to be a safety concern from past situations within or outside of Nye County School District will be notified of the safety concerns relating to the student upon initial placement of the student to the bargaining unit member's assigned duties.

Ratified/ Approved 2015-2017

## ARTICLE XVII

### MATERIALS AND SUPPLIES

#### 17-1 Materials, Supplies, and Facilities

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

Ratified/ Approved 2015-2017



## ARTICLE XVIII

### RULES AND REGULATIONS

#### 18-1 Retention of District Prerogatives

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

to direct its employees;

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

to determine appropriate staffing levels, work performance standards, content of the work day, and work load factors;

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

to manage its governmental operations efficiently;

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

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

2. The employer's failure to exercise any prerogative or function hereby reserved by it, or the employer's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the employer's rights reserved herein or preclude it from exercising the same in some other manner except as expressly modified or restricted by a specific provision of this Agreement.

#### 18-2 Board Policies

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

#### 18-3 Permissive Issue

1. This is a permissive issue only.

## ARTICLE XIX

### STRIKES AND LOCKOUTS

#### 19-1 Strikes and Lockouts

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

#### 19-2 Picketing

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

Ratified/ Approved 2015-2017

## **ARTICLE XX**

### **SAVING CLAUSE**

#### 20-1 Entire Agreement

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

Ratified/ Approved 2015/2017

## ARTICLE XXI

### 12 MONTH SCHOOLING

This article of the Master Contract will be open every year that (twelve) 12 Month Schooling exists in the district. Also, upon mutual consent by NCS D and NCCTA this part of the contract may be opened at any time throughout the school year as deemed necessary.

#### 21-1 Work Year Configuration 60/20

The licensed staff in a (twelve) 12 Month School will work a 60/20 (approximately) multi-track calendar. Members (members refers to all licensed Nye County Staff members presently under contract) shall be on duty the equivalent of one hundred eight three days (183) duty days.

Any non-student contact days will be used as follows:

Ten (10) work days: five (5) days before the academic year begins and 5 days prior to track start up time. Of the five (5) work days before the beginning of the academic year, up to three (3) will be directed by the principal or the district; the remaining two (2) will be for bargaining unit member planning and preparation. Of the two (2) work days before the start of each track, one (1) day may be directed by the principal or the district, one (1) will be for bargaining unit member planning and preparation. When a member returns one (1) day before the start of a track, the use of that day will be determined by the member.

Twenty one (21) additional hours will be required of each member. Work must be done on site after school hours or on weekends. Members will record hours and principals will document these twenty one (21) hours. Professional leave may be taken-through normal procedures-for all or part of the twenty one (21) hours.

#### 21-2 Extended Contracts for Specialists

1. For non-classroom members (remedial reading teachers, librarians, counselors, special education bargaining unit members K-8, early childhood bargaining unit members, music, art, P.E., speech and hearing) the district may implement schedules that allow all tracks equal access to specialists which will increase the number of duty days beyond that of the other members. The District will offer contracts of either 183 (one hundred eighty three), 210 (two hundred ten) or 220 (two hundred twenty) days. The choice to accept the options will be up to each specialist. Extended contracts

shall be paid at the per-diem rate and a separate salary schedule for each configuration offered shall be appended to this contract. Each contract will be paid PERS for the extended salary and be given one (1) extra sick day for every twelve (12) days worked.

21-3 Site Level Track Assignments

1. Grade level or school program meetings will be held at each twelve (12) month school to give all licensed employees the opportunity to indicate their choice of track. In the event that two or more people for a grade level or within a program select the same track, the principal will meet with those members to seek agreement on settling the conflict. If agreement is not reached among the members, the track assignment will be made on district seniority.

A school program may be defined as a department, a grade level, a combination of grade levels, a school "family", a self-contained special education program, or any other term that describes an organizational unit of a school.

2. The district shall assign the children of members to the same track that the member is working if so desired.

3. If a member voluntarily transfers, then said members will accept the track along with the grade or program that opens.

4. By March 15<sup>th</sup>, of any given year in a twelve (12) month plan, any vacancy known about for the following academic year will be and subject to existing transfer procedures, which will be completed by August 1<sup>st</sup>. Vacancies that occur after August 2<sup>nd</sup>, or during the academic year will also be posted and subject to existing transfer procedures. If any such vacancy is filled through the transfer process then the resulting vacancy will not be subject to the transfer procedure and may be filled from outside existing district staff.

By March 15<sup>th</sup>, of any given year, Nye County School District shall furnish to Nye County Classroom Teachers Association members all known vacancies. This notification shall reflect the position open, grade level, subject matter, track, and school of the vacant position. Vacancies will be posted for eight (8) workdays. Respective building administrators will have seven (7) workdays to accept or reject the transfer applications. The above sequence of posting vacancies for transfer shall be repeated three (3) times ending approximately May 31<sup>st</sup> of any year.

From June 1<sup>st</sup>, to August 1<sup>st</sup>, vacancies will be posted at the Nye County School District Offices or with the Nye County Classroom Teachers Association President.

5. If a licensed employee transfers to a different track during the course of the academic school year, that licensed employee will work a total of one hundred eighty three (183) days that school year. No transfer will be approved until both parties agree to the number of days which remain to be taught in that school year.

21-4 Exchange Days

1. Members, at any time that they are "On Track" may voluntarily exchange days with an "Off Track" member without loss of pay, benefits, or sick leave.
2. Members shall notify the site administrator at least twenty-four (24) hours in advance of who will be replacing the member, the length of the exchange, and the dates when the member will pay back the exchange.
3. The maximum number of exchange is five (5) days per licensed employee per academic year.
4. Payback of the exchange is the responsibility of the members. Members who do not pay back exchange days shall be docked pay for the time owed. (Exchange must be completed within 180 days).

21-5 Substitution

1. Members who are "Off Track" or on summer break shall be included in the priority list of licensed substitutes or substitutes within the district.
2. Members who substitute shall be paid as all other licensed substitutes.
3. All members interested in substituting shall submit, in writing, a notification to the Substitute Teacher Contact in Pahrump and to Principals of schools where they would consider assignment, listing the dates they are available for substitution.

21-6 Staff Development

1. All members shall have equal access to staff development.

21-7 Communications

1. All bulletins, meeting agendas, minutes of meetings (if kept) and information provided to members who are "On Track" will be placed in the members' mail box at school when they are "Off Track".

21-8 Working Conditions

1. Rover is defined as a system of room sharing where members going "Off Track" during an academic year release their room to a "roving" member. When the member comes back "On Track", they return to their original classroom, and the "roving" member moves again.

2. "Rovers" shall be chosen on a voluntary basis. If there are insufficient volunteers, a member may be assigned as "rover" using the seniority process. (section 8-2.1)

3. Members serving as "rovers" shall not be assigned bus, yard, or lunch duty.

21-9 Association Rights

1. The Association Members assigned to twelve (12) month schools will, if necessary, have up to a total of an additional fifteen (15) days for attending the NCCTA Summer Leadership Conference. These additional (fifteen) 15 days may only be used for this specific purpose.

21-10 Salaries and Benefits

1. Payroll will be paid in twenty four (24) equal payments beginning on August 31<sup>st</sup> and ending on August 15<sup>th</sup>.

2. July 15<sup>th</sup>, will be an additional date added to voluntary payroll deductions.

ARTICLE XXII  
Four-Day School Week Program

1. The District has negotiated over the impacts and effects of the decision to implement a four-day school week at school sites
2. No bargaining unit member, employed in work sites implementing a four-day school week program, loses salary, hours of work, benefits, or any other rights provided by the Master Contract solely due to the change to a four-day school week.
3. For the purposes of implementing a four-day school week program all references in the Master Contract to calendar days shall not change. All other references to work days, leave days, teacher evaluation, discipline and termination, the sick-leave bank, and benefit-related items in the Master Contract shall be converted from days to hours.
4. The normal work-week shall be Monday through Thursday.
5. The work day for the bargaining unit members in this program shall be:
  1. One hundred forty four (144) work days with students at eight and one half (8.5) hours worked per day.
  2. Four (4) in-service days without students at nine (9) hours worked per day.
  3. Three (3) teacher work days without students at seven (7) hours worked per day which shall be scheduled as follows:
    - a. Two (2) days scheduled on the immediate two days prior to the first work day with students.
    - b. The remaining one (1) day scheduled on the immediate work day following the last work day with students.
6. 

Five Day School Week	Four Day School Week
175 days w/students x 7hrs. = 1225 hrs.	144 days w/students x 8.5 hrs. = 1224 hrs.
5 in-service days x 7 hrs. = 35 hrs.	4 in-service days x 9 hrs. = 36 hrs.
3 days without students x 7 = 21 hrs.	3 days without students x 7 = 21 hrs.
Total 183 days = 1281 hrs.	Total 151 days = 1281 hrs.
7. The work day hours set forth in Section number 5. Part 1, Section 5. Part 2, Section 5. Part 3 and Section number 6 above do not include the required contractual thirty (30) continual minute lunch break.
8. Seven (7) hours of release time compensation for seven (7) hours of mandated activities beyond the regular work day (parent conferences and/or open house) shall be granted to bargaining unit members in two (2) three-and-one-half (3 ½) hour early releases immediately preceding the Thanksgiving vacation and Spring Break. Teachers must work for five (5) hours on each of these early release days.
9. This will be in full force and effect until such time the affected attendance area returns to a five-day school schedule.



10. The District and the NCCTA will negotiate as soon as reasonably possible any oversights arising from this four-day school week article.

*Ratified/ Approved 2015-2017*

**ARTICLE XXIII**  
**DURATION OF CONTRACTUAL AGREEMENT**

23-1 Agreement

This agreement is entered in to by and between the School District, hereinafter called the "District", and the "Nye County Classroom Teachers Association".

23-2 Effective Period

This agreement will be effective as of July 1, 2015, and will continue in full and effect until June 30, 2017 except for the articles reopened under terms of Article 22-3(2).

All salaries and benefits agreed to in this agreement will be retroactive to the beginning date of this agreement unless otherwise mutually agreed.

23-3 Renewal and Reopening Agreement

1. This agreement will automatically be renewed and will continue in force and effect for an additional period of two (2) years unless either party gives notice to the other party, in accordance with NRS 288. In the event a successor agreement is not agreed upon before the termination date of this agreement, all provisions of this agreement will remain in full force and effect, except those identified by Senate Bill 241, until agreement is reached.


2. No re-openers during the effective date of this contract unless mutually agreed to by the parties.

23-4 Date and Signatures

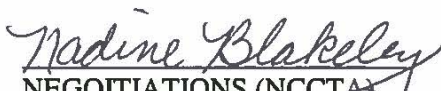
This Agreement is signed this 17<sup>th</sup> day of NOVEMBER, 2015

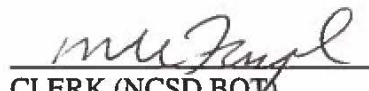
IN WITNESS THEREOF  
For the Nye County Classroom  
Teachers Association

For the Board of Trustees  
Nye County School District

  
PRESIDENT (NCCTA)

  
PRESIDENT (NCSD BOT)

  
NEGOITIATIONS (NCCTA)  
CHAIRMAN

  
CLERK (NCSD BOT)

**NYE COUNTY SCHOOL DISTRICT - 2015-2016**

**CERTIFIED TEACHER, NURSE, SPEECH THERAPIST**

Adopted:	11/17/2015
Effective:	7/1/2015
Increase:	2.126%
PERS Reduction:	1.125%
Union Concession:	.001%
<b>EXEMPT</b>	
<b>183 DAYS</b>	

Exp.	I	II	III	IV	V	VI	VII
0	36,066	37,549	39,032	40,515	42,001	43,482	44,968
1	37,568	39,069	40,553	42,036	43,521	45,003	46,487
2	39,106	40,588	42,074	43,557	45,041	46,523	48,007
3	40,625	42,111	43,593	45,077	46,560	48,043	49,528
4	42,146	43,630	45,112	46,597	48,079	49,564	51,046
5	43,666	45,150	46,634	48,116	49,600	51,084	52,568
6	45,186	46,670	48,153	49,638	51,120	52,604	54,088
7	46,707	48,191	49,674	51,158	52,642	54,124	55,607
8	-	49,711	51,194	52,678	54,160	55,644	57,128
9	-	51,230	52,714	54,196	55,681	57,166	58,648
10	-	-	54,235	55,717	57,202	58,684	60,170
11	-	-	55,754	57,238	58,722	60,206	61,688
12	-	-	57,276	58,758	60,242	61,726	63,208
13	-	-	58,795	60,280	61,761	63,244	64,729
14	-	-	-	-	63,283	64,765	66,249
15	-	-	-	-	-	66,285	67,771
16	-	-	-	-	-	67,807	69,289

ALL COLUMNS REQUIRE VALID NEVADA CERTIFICATION, - and -

- Column I Bachelors Degree
- Column II Bachelors Degree PLUS 12 graduate semester hours
- Column III Bachelors Degree PLUS 20 graduate semester hours
- Column IV Bachelors Degree PLUS 28 graduate semester hours
- Column V Bachelors Degree PLUS 36 graduate semester hours OR Masters Degree
- Column VI Bachelors Degree PLUS 48 graduate semester hours OR Masters Degree PLUS 12 graduate semester hours
- Column VII Masters Degree PLUS 24 graduate semester hours

Undergraduate hours will be converted at the rate of one (1) undergraduate semester hour equals 2/3 graduate semester hour.

SIX YEARS verified outside experience in an educational related field, where a license is required.

An employee who has reached the bottom of their particular column on the above salary schedule prior to the 15/16 school year will be allowed 2% (two percent) over that particular salary.

**NYE COUNTY SCHOOL DISTRICT - 2016-2017**

**CERTIFIED TEACHER, NURSE, SPEECH THERAPIST**

Adopted:	11/17/2015
Effective:	7/1/2015
Increase:	1.00%
<b>EXEMPT 183 DAYS</b>	

Exp.	I	II	III	IV	V	VI	VII
0	36,427	37,924	39,422	40,920	42,421	43,917	45,418
1	37,962	39,460	40,959	42,456	43,956	45,453	46,952
2	39,497	40,994	42,495	43,993	45,491	46,988	48,487
3	41,031	42,532	44,029	45,528	47,026	48,523	50,023
4	42,567	44,066	45,563	47,063	48,560	50,060	51,556
5	44,103	45,602	47,100	48,597	50,096	51,595	53,094
6	45,638	47,137	48,635	50,134	51,631	53,130	54,629
7	47,174	48,673	50,171	51,670	53,168	54,665	56,163
8	-	50,208	51,706	53,205	54,702	56,200	57,699
9	-	51,742	53,241	54,738	56,238	57,738	59,234
10	-	-	54,777	56,274	57,774	59,271	60,772
11	-	-	56,312	57,810	59,309	60,808	62,305
12	-	-	57,849	59,346	60,844	62,343	63,840
13	-	-	59,383	60,883	62,379	63,876	65,376
14	-	-	-	-	63,916	65,413	66,911
15	-	-	-	-	-	66,948	68,449
16	-	-	-	-	-	68,485	69,982

ALL COLUMNS REQUIRE VALID NEVADA CERTIFICATION, - and -

- Column I Bachelors Degree
- Column II Bachelors Degree PLUS 12 graduate semester hours
- Column III Bachelors Degree PLUS 20 graduate semester hours
- Column IV Bachelors Degree PLUS 28 graduate semester hours
- Column V Bachelors Degree PLUS 36 graduate semester hours OR Masters Degree
- Column VI Bachelors Degree PLUS 48 graduate semester hours OR Masters Degree PLUS 12 graduate semester hours
- Column VII Masters Degree PLUS 24 graduate semester hours

Undergraduate hours will be converted at the rate of one (1) undergraduate semester hour equals 2/3 graduate semester hour.

SIX YEARS verified outside experience in an educational related field, where a license is required.

An employee who has reached the bottom of their particular column on the above salary schedule prior to the 16/17 school year will be allowed 2% (two percent) over that particular salary.

**NYE COUNTY SCHOOL DISTRICT 2015-2016**

**EXTRA CURRICULAR**

**(Appendix B)**

Adopted:	11/17/2015
Effective:	7/1/2015
Increase:	2.126%
PERS Reduction	1.125%
Union Concession	.001%
<b>EXEMPT OFFICIAL</b>	

Years Exp.	I	II	III	IV	V	VI	VII	VIII
0	901	1,082	1,442	1,623	1,805	2,165	2,526	2,888
1	937	1,126	1,501	1,687	1,875	2,252	2,625	3,000
2	973	1,168	1,558	1,752	1,949	2,339	2,724	3,114
3	1,008	1,213	1,617	1,817	2,023	2,427	2,824	3,227
4	1,043	1,254	1,674	1,881	2,095	2,513	2,925	3,340
5	1,080	1,300	1,733	1,944	2,168	2,601	3,025	3,453
6	1,116	1,342	1,790	2,009	2,240	2,689	3,123	3,567
7	1,151	1,385	1,848	2,072	2,313	2,777	3,225	3,681
8	1,188	1,427	1,905	2,137	2,386	2,864	3,324	3,793
9	1,223	1,470	1,965	2,201	2,459	2,953	3,424	3,906
10	1,257	1,514	2,023	2,264	2,532	3,039	3,524	4,020

**NYE COUNTY SCHOOL DISTRICT - 2016-2017**

**EXTRA CURRICULAR**

Adopted:	11/17/2015
Effective:	7/1/2016
Increase:	1%
<b>EXEMPT OFFICIAL</b>	

Years Exp.	I	II	III	IV	V	VI	VII	VIII
0	910	1,093	1,456	1,639	1,823	2,187	2,551	2,917
1	946	1,137	1,516	1,704	1,894	2,275	2,651	3,030
2	983	1,180	1,574	1,770	1,968	2,362	2,751	3,145
3	1,018	1,225	1,633	1,835	2,043	2,451	2,852	3,259
4	1,053	1,267	1,691	1,900	2,116	2,538	2,954	3,373
5	1,091	1,313	1,750	1,963	2,190	2,627	3,055	3,488
6	1,127	1,355	1,808	2,029	2,262	2,716	3,154	3,603
7	1,163	1,399	1,866	2,093	2,336	2,805	3,257	3,718
8	1,200	1,441	1,924	2,158	2,410	2,893	3,357	3,831
9	1,235	1,485	1,985	2,223	2,484	2,983	3,458	3,945
10	1,270	1,529	2,043	2,287	2,557	3,069	3,559	4,060

**APPENDIX B-1**  
**Extra-Curricular Salary Placement**

**ALL SCHOOLS**

**COLUMN I**      High School: Freshman Class Advisor, Sophomore Class Advisor, School Newspaper, VICA, Flag Team, DECA/FBLA, Department Chair, Spanish Club Advisor, German Club Advisor, Interact Advisor, Key Club Advisor, Science Club Advisor, National Honor Society Advisor, and FCCLA (Family Career and Community Leaders of America) Advisor, Renaissance Advisor, Art Club Advisor.

Middle School: All Assistant Coaches, National Junior Honor Society

Elementary: Basketball

**COLUMN II**      High School: Junior Class Advisor, Senior Class Advisor, Drama Assistant

Middle School: B-Team Head Coaches

Elementary:

**COLUMN III**      High School: Academic Olympics, Vocal, B-team Head Coaches

Middle School: Head Coaches (football, volleyball, boy's basketball, girl's basketball, boy's and girl's combined track, boy's and girls combined golf), Football Cheerleader Coach, Basketball Cheerleader Coach

Elementary:

**COLUMN IV**      High School: All other Assistants (not including Head JV or 1<sup>st</sup> Varsity Assistant), Yearbook (less than two hundred (200) students in school), Student Council Advisor (less than two hundred (200) students in school), Fall Athletic Trainer, Winter Athletic Trainer, Spring Athletic Trainer, Fall /Winter Strength /Conditioning Coach, Spring / Summer Strength / Conditioning Coach.

Middle School: Yearbook (less than two hundred (200) students in school), Student Council Advisor (less than two hundred (200) students in school)

Elementary:

**COLUMN V**

High School: Drill Team Coach, Fall Sports Cheerleader Coach, Winter Sports Cheerleader Coach, Varsity Assistant Football (1<sup>st</sup>), Varsity Assistant Boy's Soccer (1<sup>st</sup>), Varsity Assistant Girl's Soccer (1<sup>st</sup>), Varsity Assistant Volleyball (1<sup>st</sup>), Varsity Assistant Wrestling (1<sup>st</sup>), Varsity Assistant Boy's Basketball (1<sup>st</sup>), Varsity Assistant Girl's Basketball (1<sup>st</sup>), Varsity Assistant Softball (1<sup>st</sup>), Varsity Assistant Baseball (1<sup>st</sup>), Varsity Assistant Boy's and Girl's Combined Track (1<sup>st</sup>), FFA (Future Farmers of America)

Middle School: Yearbook (more than two hundred (200) students in school).

Elementary:

**COLUMN VI**

High School: Head Junior Varsity Football, Head Junior Varsity Boy's Soccer, Head Junior Varsity Girl's Soccer, Head Junior Varsity Girl's Basketball, Head Junior Varsity Baseball, Head Junior Varsity Softball, Head Junior Varsity Volleyball, Head Junior Varsity Boy's Basketball

Middle School:

Elementary:

**COLUMN VII**

High School: Head Varsity Boy's and Girl's Combined Cross Country, Head Varsity Girl's Golf, Head Varsity Boy's Golf, Band, Drama, Yearbook (more than two hundred (200) students in school), Student Council Advisor (more than two hundred (200) students in school)

Middle School: Student Council Advisor (more than two hundred (200) students in school)

Elementary:

**COLUMN VIII**

High School: Head Varsity Football, Head Varsity Girl's Soccer, Head Varsity Boy's Soccer, Head Varsity Volleyball, Head Varsity Boy's Basketball, Head Varsity Girl's Basketball, Head Varsity Wrestling, Head Varsity Baseball, Head Varsity Softball, Head Varsity Boy's and Girl's Combined Track

Middle School:

Elementary:

**APPENDIX B-2**

The following explanatory paragraphs are to be included with the existing extra curricular salary schedule and are agreed upon by NCSD and NCCTA:

The extra curricular staff who were under contract on or between the years 1989-1990 through 1994-1995 will be placed on the old salary schedule and kept on such schedule for each and every year that they coach in Nye County School District. Coaches on the old salary schedule who worked in an activity and moved toward a lower level in their activity will be credited with their year's experience and retained on the old salary schedule. (The years do not have to be consecutive, coaches may have years off and will be retained on the old schedule.) Movement to the right will be considered a new activity and these coaches will be put on the new schedule. (i.e. Head JV to Head Varsity) All other staff who do not fall within these guidelines will be placed on the current salary schedule in the master contract.



NCSD

March 27, 1997



NCCTA

March 27,1997

Ratified/Approved 2015



**Changes in Extra-Curricular  
"Old Salary Schedule"  
(if not on list same as current appendix)**

Column II Freshman and Sophomore Class Advisors; DECA/FBLA; School Newspaper; VICA

Column III Academic Olympics; Junior Class Advisor; Senior Class Advisor; Flag Team; Elementary Basketball; Junior High Co-Ed Golf

Column IV Drama Assistant; Junior High Assistant Coach (Football, Volleyball, Basketball, Track)

Column V Junior High Head Coach (Football, Volleyball, Basketball, Track)

Column VI B-Team Head Coach (Football, Volleyball, Basketball, Baseball, Softball); Junior Varsity Assistant Coach (Football); Head Cross Country; Head Golf

Column VII Varsity Assistant (Football); Head Junior Varsity (Football, Volleyball, Basketball, Wrestling, Baseball, Softball)

Column VIII Head Varsity (Football, Volleyball, Basketball, Wrestling, Combined Men's and Women's Track, Baseball, Softball)

This schedule is applicable for all coaches, advisors, etc. who were under contract at least one year from 1989-1990 school year through 1994-1995 school year.

**APPENDIX B-3**

Any sport on Appendix B-3 that increases its roster to 25 (twenty five) participants beyond the highest participant amount listed will be entitled to an additional assistant. All Varsity and Junior High programs will have a head coach and an assistant with a 20 (twenty)-person roster.

Number of participants needed for coaches/events:

Football

High School Junior Varsity Head Coach	35
High School 3 <sup>rd</sup> Assistant	48
High School B-Team Head Coach	70
Middle School B-Team Head Coach	35
Middle School 3 <sup>rd</sup> Assistant	48
Middle School 4 <sup>th</sup> Assistant	70

Volleyball

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40
Middle School B-Team Head Coach	26

Soccer (Boy's or Girl's)

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40

Wrestling

High School Junior Varsity Head Coach	33
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Basketball (Boy's or Girl's)

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40
Middle School B-Team Head Coach	26

Baseball

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40

Softball

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40

Track (Boy's and Girl's Combined)

High School 2 <sup>nd</sup> Assistant	35
High School 3 <sup>rd</sup> Assistant	48
High School 4 <sup>th</sup> Assistant	70
Middle School 2 <sup>nd</sup> Assistant	35
Middle School 3 <sup>rd</sup> Assistant	48
Middle School 4 <sup>th</sup> Assistant	70

Golf (Boy's and/or Girl's)

High School 2 <sup>nd</sup> Assistant	33
Middle School 2 <sup>nd</sup> Assistant	33

**MISCELLANEOUS**

All schools will appoint one department chairperson for every subject area with more than 6.5 (six and one half) full-time bargaining unit members or the equivalent in hours of combined bargaining unit members (any combination of bargaining unit members which adds up to at least 39 (thirty nine) hours per day in each subject area). The bargaining unit member will be compensated for duties performed with placement in appendix B of the extra curricular salary schedule column 1 step 0".

**Band** (at least 15 events)

**Vocal** (at least 10 events)

**School Newspaper** (at least 9 editions)

Drama and assistant (minimum four (4) acts per year with one (1) multiple act play). Starting with the adoption of the new Schedule B, this salary will be paid only once a year, not per play.

The Appendix B part of this year's contract will be in effect with the start of the 1994 winter sports season. All 1994 fall sports contracts will remain under the 1993-1994 contract. Any contract issued and signed before the adoption of the new Schedule B will remain in effect as signed.

**APPENDIX C**

**APPLICATION FOR TRANSFER WITHIN NYE COUNTY SCHOOL DISTRICT**

Date \_\_\_\_\_

\_\_\_\_\_  
LAST NAME                      FIRST NAME                      INITIAL

PERMANENT ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

Attendance Area of Present Employment: \_\_\_\_\_

Present Assignment: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Subject: \_\_\_\_\_

Attendance Area to Which Transfer is Requested: \_\_\_\_\_

Grade Request: \_\_\_\_\_ Subject: \_\_\_\_\_

Date Transfer is Desired: \_\_\_\_\_

Reason for Request for Transfer: \_\_\_\_\_  
\_\_\_\_\_

List in order of preference, assignment (s) you would accept: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approval of Present Principal:

\_\_\_\_\_  
Signature

Approval of Principal in Transfer Area:

\_\_\_\_\_  
Signature

Approved Assignment/Track (if applicable)

Approved: \_\_\_\_\_  
Superintendent

**SABBATICAL/STUDY TRAVEL**

1. Upon application to the Superintendent of Nye County School District a bargaining unit member may be granted a Sabbatical/Study Travel leave of one (1) school year duration.
2. A bargaining unit member must have completed seven (7) years of continuous service within Nye County School District prior to application for Sabbatical/Study Travel leave and may not have taken such leave within the preceding seven (7) years.
3. A committee of three (3) Administrators chosen by the District and three (3) members selected by the Association will review the proposed program of study or travel and make recommendations to the Superintendent.
4. The bargaining unit member(s) will submit application to the District by April 15<sup>th</sup> prior to the year during which the Sabbatical/Study-Travel will commence.
5. No more than one percent (1%) of full time members of the teaching staff may be on Sabbatical/Study-Travel leave during any one school year. Bargaining unit members must substantiate to the District their acceptance into an appropriate program and must describe the nature of the course of study proposed.
6. Salary shall be at twenty-five percent (25%) of the bargaining unit member's annual rate in effect during the sabbatical school year, exclusive of any extra-curricular pay. A bargaining unit member approved for Sabbatical/Study-Travel leave who wishes to be paid while on leave shall furnish a surety bond for twenty-five percent (25%) of the bargaining unit member's annual rate indemnifying the District against loss in the event the bargaining unit member fails to render the minimum services required after return from leave. A bargaining unit member on Sabbatical/Study-Travel leave who has furnished a surety bond will receive benefits, including that portion of the Group Medical Insurance normally paid by the District, as well as the appropriate premiums for PERS based on the bargaining unit member's sabbatical salary.

If the bargaining unit member does not want to furnish a surety bond, payment of Sabbatical/Study Travel leave salary is to be made in twenty four (24) monthly installments and added to the salary received by the bargaining unit member(s) during the two (2) years following the year in which the Sabbatical/Travel-Study leave was taken. That portion of the Group Medical Insurance premiums normally paid by the District shall be continued during the Sabbatical/Study-Travel leave, but no other benefits shall be paid during the period of the Sabbatical.

The Sabbatical/Study-Travel leave shall count for appropriate experience increments(s) on salary schedule agreed to in the Master Contract, and all seniority privileges shall be retained during the leave.

7. Upon return of the bargaining unit member(s), the District agrees to reinstate bargaining unit member(s) to the original position(s), or give preference to bargaining unit member(s) for an existing position or vacancy for which bargaining unit member(s) is/are qualified.
8. The bargaining unit member(s) agree(s) to complete two (2) years in Nye County School District following Sabbatical/Study-Travel leave.

Ratified/ Approved 2015-2017

**Appendix E – Procedure for Reduction in Force**

1. Attrition by resignation and retirement shall be utilized as the first step of reduction in force within the school (s) and subject area(s) affected by loss of positions(s).
2. The District identifies the school(s) and subject area(s) that will be affected by loss of position(s).
3. The District determines the seniority of the bargaining unit member(s) in affected area(s) throughout the District.
4. The District will identify the individual bargaining unit member(s) with the least seniority in the affected area(s) at the specific school(s) where the position(s) are being eliminated.
  - a. The District shall notify affected RIF'd and/or Displaced bargaining unit members via e-mail and telephone call, of the availability of positions within their area(s) of certification.
  - b. RIF'd and/or Displaced bargaining unit members shall have 2 business days from the time of the e-mail and telephone call to notify district of their intent to accept or decline a position offered.
  - c. For the purposes of Item 4-a and 4-b it will be the bargaining unit member's responsibility to keep the District notified of all contact information (i.e. personal email address, home telephone number and personal cell phone numbers) during the school year and summer months.
  - d. Bargaining unit members who fail to respond to District notifications will be placed on the recall list.
  - e. Bargaining unit members who displace less senior bargaining unit members through the reduction in force procedure shall hold the position for the ensuing school year, except when that bargaining unit member is displaced through additional reduction in force procedures for that ensuing school year.

**THREE TIER DISPLACEMENT PROCESS**

**FIRST TIER -- DISPLACEMENT BY LESSER SENIORITY THROUGHOUT DISTRICT**

5. The bargaining unit member(s) whose position(s) are eliminated have the right to displace a bargaining unit member with less seniority in their area(s) of certification.

**SECOND TIER -- DISPLACEMENT BY LEAST SENIORITY ATTENDANCE AREA OR DISTRICT**

6. The District shall identify the bargaining unit member(s) with the least seniority by attendance area within the certification(s) of the displaced bargaining unit member(s). The bargaining unit member(s) who are displaced then have the right by seniority and their area(s) of certification to displace the bargaining unit member in these position(s).

### **THIRD TIER – DISPLACEMENT BY DISTRICT**

7. The District shall identify the bargaining unit member(s) with the least seniority district wide within the area(s) of certification of the displaced bargaining unit member(s). The bargaining unit member(s) who are displaced then have the right by seniority and their area(s) of certification to accept a position.

### **THE RECALL LIST**

8. The District shall place the bumped bargaining unit member(s), who are reduced in force onto a recall list by seniority. The laid off (reduced) bargaining unit members(s) shall retain the right to be recalled in order of seniority to any vacancy that occurs in the bargaining unit member(s) area(s) of certification for a period of three years from the date of written notification of reduction in force.
9. Bargaining unit member(s) whose position(s) are eliminated who refuse to displace a bargaining unit member(s) with less seniority pursuant to Step 5; and, bargaining unit member(s) who refuse to displace a least senior bargaining unit member(s) pursuant to Step 6; and bargaining unit members who refuse to displace a less senior bargaining unit member pursuant to Step 7 shall be placed on the recall list according to their seniority and recalled to any vacancy that occurs in their area(s) of certification pursuant to Step 8.
10. A bargaining unit member may decline a position within their area of certification if the offered position is not in the attendance area from which they were reduced in force without loss of right to recall.
11. A bargaining unit member may accept or decline any position less than full time without loss of right to recall to a full time position within their area(s) of certification. Declining a less than full time position may affect a bargaining unit member's position on the seniority list.
12. Any bargaining unit member who declines a position within their area(s) of certification offered from the recall list as reemployment in the attendance area from which they were reduced in force shall forfeit all rights to recall.



**TRADING POSITIONS AFTER THE REDUCTION IN FORCE COMPLETION**

A licensed employee who is displaced through the reduction in force procedure in Appendix E of the Master Contract and who accepts a position pursuant to that procedure may initiate trading positions with a likewise affected employee only if the following criterion is met:

1. That one or both the employees seeking the trade was displaced from the school site they wish to return to prior to entering into the contracted duties for the coming school year;
2. That both employees hold valid certification and are highly qualified to teach in the positions being traded;
3. That the NCSD Superintendent and the NCCTA President are notified in writing by both employees prior to contacting the Principals of the affected schools to insure;
4. That the Principals have not initiated the trade;
5. That the NCSD Superintendent with the agreement of the NCCTA President present the proposed trade to the Principals in a written document signed by all parties;
6. That the Principals of the affected schools affix their signatures to the proposed trade document confirming their agreement to the trade.
7. Trading positions after the reduction in force completion must take place at least 15 business days preceding the beginning of the contractual school year.

Each of the terms of these criteria must be met or the trading of positions shall not be allowed.

**APPENDIX F**

**Was negotiated out for the 2015-2017 contract**

## APPENDIX G

### Special Education Option Program

Nye County Classroom Teachers Association and Nye County School District agree that individuals who have a valid Nevada teaching license and wish to be hired as a Special Education teacher under the Three-Year (3 Year) Option Program to obtain their Special Education endorsement will be required to adhere to and sign an employment understanding and agreement:

The employee agrees to participate in the Special Education Option Program. As a requirement of employment as a Special Education teacher the employee agrees:

1. To complete a minimum of six (6) credits per calendar year (beginning with the date of signing the Option Agreement) in the specialty area of Special Education for which the employee has been hired. The employee will submit official transcripts or other means of acceptable proof of credits prior to the end of the agreement year.
2. That during the three (3) year period on the Special Education Option Program or until the employee receives the necessary Special Education endorsement, the employee will not be able to voluntarily transfer to another position that is outside of the Special Education Option Program within the Nye County School District.
3. To submit to the Director of Personnel for Nye County School District justification for not completing the requirement of six (6) yearly credits. Legitimacy of the justification will be determined by the Director of Personnel to determine if employment with the Nye County School District will continue.
4. That Nye County School District will terminate the employee if, after three (3) years, the employee fails to complete the Three Year Option Program to obtain the necessary Special Education endorsement the employee originally agreed to obtain.
5. That if termination of the employee is a result of #3 or #4 above, the employee may re-apply to NCSA for any vacant positions for which the applicant is currently licensed.
6. Terms of the agreement detailed above shall apply to employees hired under the Special Education Option Program for the 2006-2007 school year and thereafter. Any employee hired under this program prior to the 2006-2007 school year shall be held to any agreement they signed with the Nye County School District at the time of their employment under the Special Education Option Program.

## **APPENDIX H**

### **SPECIAL ASSIGNMENTS**

NCCTA and Nye County School District agree that individuals who have a valid Nevada teaching license and have accepted special assignments within the Nye County School District at any level, such as TOSA, IC Facilitators, etc. will be required to adhere to and sign an employment understanding and agree, with the following conditions:

1. Employee will remain in the special assignment position for a minimum period of three (3) consecutive years.
2. Employee agrees to attend specialized training provided by or coordinated through Nye County School District.
3. Employee respects the investment made by Nye County School District and will provide specialized training to others, as assigned.
4. Bargaining unit members placed in special assignments are not subject to the displacement tier within Appendix E.

Ratified/ Approved 2015/2017

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