MASTER CONTRACT

STOREY COUNTY SCHOOL DISTRICT

and

STOREY COUNTY EDUCATION ASSOCIATION

2013-2015

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ARTICLE I - Definitions

1. The term "NRS 288" in this Agreement refers to Chapter 288 of the Nevada Revised Statutes. (The Local Government Employees Management Relations Act.)

2. The term "employee" in this Agreement refers to any licensed employee hired by the Storey County Board of Education in a licensed position and eligible for membership in the Storey County Education Association.

3. The term "association" in this Agreement means the Storey County Education Association, known as the "Employees Organization" in NRS 288, Section 6.

4. The term "school district" in this Agreement means the Storey County School District.

5. The term "superintendent" in this Agreement means the Superintendent of Schools of the Storey County School District, or his or her designee.

6. The terms "school board" and "association" in this Agreement include authorized officers, representatives, and agents. Despite references herein to "School Trustee" and "Association" as such, each reserves the right to act by committee or designated representatives.

7. The term "contracted school year" in this Agreement shall mean the period of time between the first contracted day of each school year to the last contracted day of each school year.

8. The term "EMRB" as used in this Agreement shall mean the Local Government Employee-Management Relations Board, as provided in Chapter 288, Nevada Revised Statutes.

9. The term "day" in this Agreement shall mean teacher employment (work) day.

10. The term "agreement" refers to the name of this document, being the master contract between the Storey County School District and the Storey County Education Association.

11. The term "immediate family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child or any relative living in the immediate household of the employee. The term "immediate family" pertaining to the bereavement leave shall include those persons named above and also grandmother, grandfather, foster parent and friend. Under extraordinary circumstances exceptions to these limitations may be granted by the building principal with approval of the Superintendent.

ARTICLE I - Definitions (continued)

12. The term "transfer" in this Agreement means the movement of a licensed employee from one work site to another work site.

13. The term "reassignment" in this Agreement means the movement of a licensed employee from one subject area to another subject area or one grade level to another at the same school or work site.

14. The term "voluntary transfer" in this agreement means a transfer initiated by or agreed to by the employee.

15. The term "involuntary transfer" in this Agreement means a transfer imposed by the District, without agreement from the employee.

SEVEN KEY TESTS TO JUST CAUSE

Litmus test questions

1. Notice: Did the site administrator or designee give the employee forewarning of the possible or probable consequences of the employee's conduct?

2. Reasonable rule or order: Was the site administrator's or designee's rule or order reasonably related to:
   a. Orderly efficient and safe operation of Storey County School District; and
   b. Consistent with what the district might properly expect?

3. Investigation: Before administering discipline did the site administrator or designee make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

4. Fair investigation: Was the site administrator's or designee's investigation fair and objective?

5. Proof: Did the investigation produce substantial evidence of proof that the employee was a fault?

6. Equal Treatment: Has the site administrator or designee applied rules, orders and penalties evenly and without discrimination?

7. Penalty: Was the penalty reasonably related to:
   a. The seriousness of the employee's proven offense; and
   b. The record of the employee?

ARTICLE II - Recognition

1. The School Board recognizes the Association as the exclusive bargaining agent for the employees who are members of the bargaining unit subject to the provisions of NRS 288.

2. The Board agrees to maintain the present standards of the current contract during negotiations of a new contract.

ARTICLE III - General Savings

1. If any section of the Master Contract is found to be in violation of the State Law, due to changes of the law after the contract has been ratified, the one clause or section in violation will be renegotiated and will not invalidate the entire contract.

ARTICLE IV - Dues Deduction

1. The School District agrees to deduct dues from the salaries of the employees covered by this Agreement, if any.

2. The Association or its affiliates will provide the current rates of membership dues to the District Administrator or secretary not less than two weeks prior to any change of dues deductions becoming effective. The District Administrator shall forward a confirmation to the Association within five (5) working days of receipt of the notice.

3. No later than October 15th of each year, the Association will provide the School Trustees with a list of those employees who have voluntarily authorized the deduction of dues for the Association and its affiliates, if any.

4. Deductions referred to in Section 1 of "DUES DEDUCTION" will be made in equal installments, twice a month, during the contract year.

5. Upon termination of any teacher, the remaining amount of dues owed to the Association will be deducted from the employee's final paycheck.

6. The School District shall honor any written request for dues deduction to be terminated during the period of July 1 to July 15 of any calendar year.

7. It is recognized that the School District in agreeing to deduct dues, is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees it may incur in relation to any deduction made at the direction of the Association and contrary to the instructions received from the individual employee.

ARTICLE V - Licensed Employee Work Year

1. Holidays/spring and winter breaks shall be established according to NRS 288.150. spring and winter breaks shall be established by April 15th of the current contract year. The calendar is subject to approval by the District with the minimum number of holidays and spring and winter breaks being approved as identified below. The Superintendent shall submit to the School Board each year by April 15th, a calendar including any recommendations for changes in the calendar that are submitted by the Association to the Superintendent by March 15.

Holidays	**# Days**
Labor Day	1
Nevada Day	1
Veteran's Day	1
Thanksgiving/Family Day	2
Christmas	1
New Year's	1
Martin Luther King	1
President's Day	2
Memorial Day	1
Spring & Winter Breaks	
Spring Break	5
Winter Break	10

(to include Christmas Day and New Year's Day)

Unless otherwise agreed upon, the spring break will be a minimum of five (5) working days and the winter break will be a minimum of ten (10) working days, including the holidays of Christmas Day and New Year's Day.

In addition to those holidays/spring and winter breaks listed above, state and federal holidays may be declared. The scheduling of those holidays shall be subject to the Association and District "meeting and conferring."

2. The work year of the returning employee covered by the Employee Salary Schedule shall consist of not more than one hundred eighty-three (183) days, one hundred and eighty (180) of which shall be reserved for instruction and NRS allowed professional days.

3. New employees shall be required to attend an additional orientation day, which shall cause their work year to consist of not more than one hundred eighty-four (184) days.

4. Each employee is eligible to apply to the building principal for two (2) additional preparation days. The employee will be compensated at a rate of ninety dollars ($90.00) per day for the discretionary preparation days. The intent of this paragraph is not to compel the employee to work the additional days. The building principal may not arbitrarily deny the request. Denied requests may be appealed to the Superintendent. Preparation days may not be used after April 1st.

5. When required to attend workshops, conferences, training or classes outside of their regular scheduled workdays, employees will be paid at their hourly rate of pay.

ARTICLE VI - Licensed Employee Protection and Student Discipline

1. Safe Working Conditions

A. The District shall be responsible to ensure and maintain a reasonably safe and healthful working environment.

(1) Employees are encouraged to report suspected unsafe or unhealthy conditions to the District in the most expeditious manner available, and will not be subject to disciplinary action.

(2) In the event that a regulatory authority has closed a facility or a portion thereof, then an employee shall not work in such area and shall not be subject to disciplinary action for failing to report to work in that area.

B. When schools are closed because of inclement weather or other hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits.

C. The District agrees to use reasonable efforts to assist in the recovery of personal property that has been lost or damaged as a result of theft, vandalism, or negligence.

(1) An employee who brings personal property for use in the classroom may request that the District enter into an agreement to insure that property. If the parties reach an agreement and if a loss occurs, the following steps will be taken in the absence of District insurance procedures:

(a) Employees must report the theft, vandalism or negligence to the appropriate police officials within seventy-two (72) hours of knowledge of the incident. A copy of this report should be provided to the District in the same time period.

(b) Employees must complete a statement for District records explaining the circumstances surrounding theft, vandalism or negligence and attach any receipts or cost estimates that explain the amount of theft, vandalism or negligence.

(c) Repair or replacement costs shall be used on terms of the employee/District agreement.

2. Teacher Safety

A. Any case of assault upon or threat toward an employee shall be promptly reported to the Superintendent or his designated representative. The District shall immediately render all reasonable assistance to the employee in connection with handling of the incident by law enforcement authorities and reporting any violation of resulting court orders.

B. Pursuant to and subject to the limitations contained in Chapter 392 of the NRS employees shall be informed of pupils who have caused or attempted to cause serious bodily injury to another person.

C. The District shall maintain a responsible party to address emergency situations at all times. Board policy shall set forth this chain of command.

3. Employee Job Protection

A. In any civil action brought against an employee, in which a judgment is entered against the defendant based on any act or omission relating to his employment, the District shall indemnify the employee unless:

(1) The employee failed to submit a timely request for defense pursuant to Section 41.0339 of the NRS;

(2) The employee fails to cooperate in good faith in the defense of the action;

(3) The act or omission of the employee was not within the scope of his/her employment; and/or

(4) The action or omission of the person was wanton or malicious.

B. No written reprimand or any other form of written discipline or written criticism shall become part of the employee's personnel file, without the employee first having been presented a copy, signed and dated by the site administrator or designee and the employee. (within a fifteen-(15) day time period from knowledge of the incident, for the school administrator to conduct a thorough investigation of the incident).

The employee shall have the right to answer within fifteen (15) school days of receipt of any material filed. The employee shall acknowledge in writing, receipt of the written, dated document, without agreeing to its contents.

C. Each employee shall be given a signed and dated copy of his or her periodic evaluation report or any document related to the evaluation process of licensed personnel. The employee shall have the same rights

as in the above statement (section 3-B) to receive his or her periodic evaluation report or any document related to the evaluation process and answer. Supervisory suggestions for improvement are not to be considered as discipline or criticism in the evaluation process.

(1) When district designated evaluator is also a parent/guardian of a student in the teacher's class, the student cannot be enrolled in the class in which the teacher is being evaluated.

D. A signature log shall be attached to each personnel file. The log will require the date and signature of persons authorized to view the file. This requirement shall not apply to the secretary responsible for maintaining records, the employee's supervisor, or the Superintendent. Written authorization must come from the employee if persons other than the Superintendent, building principal or secretary responsible for maintaining the file are to have access to the employee's file.

E. No teacher shall be disciplined, suspended, demoted, dismissed or terminated without the reasons for such action being specified in writing and without just cause.

An administrator must inform employees that they have the right to have a representative of the Association at any meeting that may lead to a disciplinary action. (Weingarten Rights)

A teacher may be subject to suspension, demotion, dismissal or termination for the reasons contained in NRS 391.312.

A teacher may be suspended pursuant to NRS 391.314 and NRS 288.270.

Disciplinary action resulting in a written admonition (NRS 391.313), suspension, demotion, dismissal or termination may be grieved up to final and Binding Arbitration pursuant to Article XXV ("Grievance and Arbitration Procedure).

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

Nothing in Article VI 3. E., shall be construed as superseding the provisions of NRS 391.311; NRS 391.3125; NRS 391.313; NRS 391.314; NRS

391.3196; NRS 391.3197; and/or NRS 288.270.

F. Mentoring: Site administrator will collaborate with a mentor teacher in facilitating the assimilation of new certified staff. The mentoring teacher shall be a licensed and experienced employee of the District, serving on a voluntary basis.

The role of the mentor shall be determined by mutual agreement of the evaluating administrator, the new teacher and the Mentor.

The mentor shall not provide input for, nor be cited in, the evaluation. Neither party may use the mentor as a witness in any dispute arising from the evaluation of a teacher being mentored.

The mentor will receive two (2) personal leave days per year in addition to the two (2) days of personal leave already given during the contract year.

G. The Storey County Education Association concurs with Storey County School District to the commitment of a drug free work environment both on School District property and at School District activities.

H. If a certified employee or site administrator of the District is within the third degree of consanguinity or affinity to a member of the School Board or designee, he or she will not in any way determine the transfer and reassignment, the promotion, awards, etc. of this employee. The Board or Board's designee will assign a committee of four, formed from the association and the administration, two from each, to make any decisions regarding this employee.

I. No video surveillance tapes shall become part of the employee's personnel file unless disciplined for criminal activity, nor shall video surveillance tapes be used in the evaluation process for any teacher. Any teacher, who is disciplined in conjunction with the District's use of video surveillance, shall have the right to have a copy of the videotape within five (5) days of disciplinary action.

4. Student Discipline

A. The Board and administration shall establish rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling a student for misbehavior. Such rules and regulations shall be distributed to students, employees and parents at the commencement of each school year. New students and parents shall receive copies upon enrollment in the Storey County School District. All established rules and regulations shall follow NRS and state regulations.(refer to NRS 392.463-469)

The site administrator or designee shall administer disciplinary rules and

regulations. When the building administrator(s) is absent for more than two (2) hours, a designee shall be appointed. This designee shall not be a member of the bargaining unit unless the member volunteers to be a designee and receives proper training from the District in the administration of student discipline.

B. An employee may exclude a pupil from class when the grossness of his or her behavior, the persistence of his or her conduct or the disruptive effect of his or her actions, makes the continued presence of the pupil in the classroom unmanageable or intolerable as per NRS 392.4646. Pupils identified as having a disability that has been determined as adversely affecting the pupil's behavior cannot have their placement changed without proper determination from an IEP team. (Per Public Law 105-17).

(1) In such cases, the employee(s) will furnish the principal or designee full particulars of the incident in writing within 24 hours.

C. The plan for progressive discipline shall be provided to teachers, staff, students, and parents/guardians at the beginning of each school year. This progressive discipline plan includes the provisions designed to address specific disciplinary needs, which include but are not limited, to the removal of a student from class.

ARTICLE VII - Licensed Employee Hours

1. The total in-school workday shall consist of not more than seven (7) hours and shall include a half-hour duty-free lunch period and at least a forty (40) minute, uninterrupted planning period per day, but not less than one class period per day average. The teacher, in addition, must be available after school for preplanned parent conferences. NRS 392.457.

Employees at the elementary schools shall be guaranteed a minimum of ninety (90) minutes per week of preparation time during the instructional day. Release time Fridays and the day prior to holidays will be fifteen (15) minutes after dismissal of students, unless the teacher has specific duties assigned.

When an administrator requires an employee to substitute for another employee during his or her preparation/planning period, the employee shall be credited with one (1) hour of comp time, comp hours equal to time substituted in 30 minute imcrements. When seven (7) hours have accrued, the employee shall receive an additional personal day. Comp hours can be accrued from year to year until seven (7) hours have accrued.

2. In accordance with recognized professional responsibility, the employees of the School District agree to attend special functions such as open house, parent-student conferences, general staff meetings outside the regular work day not to

exceed three hours per month and shall exclude Fridays, and other such events which necessitate the presence of the staff. Half-time personnel will be expected to attend the foregoing special functions. Licensed employees will be given at least five (5) school days' advance written notice when their presence is required at any of the foregoing functions. In cases of bonafide emergencies, no advance notice is required.

In the event of a scheduling conflict, the affected building principals, after consultation with the affected teacher(s), shall determine which meeting the employee will attend.

3. In addition to the above, employees at the middle/high school recognize the need for the supervision of extra-curricular activities and hereby agree to equitable and reasonable assignments of such supervisory duties at middle/high school functions. Employees shall be assigned to supervision of extra-curricular activities only within the area of their building assignments. Building principals will divide extra-curricular hours as equally as possible per employee. These hours will be in addition to any extra duty assignment for which the employee is compensated.

4. Employees at the elementary level are responsible only for extra-curricular activities at the elementary school level. A reasonable attempt shall be made to limit the supervision of recesses and any supervision of students outside student contact hours at the elementary school level to no more than five (5) hours per week and shall be divided as equally as possible per employee.

5. At the beginning of each school year, each licensed employee with teaching responsibilities at more than one school site, in consultation with the school principal(s), will determine the following responsibilities:

   A. Where preparation/planning period will be taken;

   B. At which school extra-curricular activities will be assigned; and

   C. At which school site duties will be performed (i.e., bus duty, recess);

   D. The employee will be evaluated by the building principal at the school site in which the employee spends the greatest amount of scheduled work time.

   E. Travel time between school sites should not occur during regularly scheduled preparation/planning period or during duty-free lunch.

ARTICLE VIII - Sick Leave/Short-Term Disability/Bereavement/Retirement

1. Each licensed employee employed full time shall be allowed a credit of fifteen (15) days of each school year during which no pay deductions shall be made because of personal illness, accident, or bereavement leave. An accounting of current total sick leave days accumulated shall be reported to each employee with each paycheck.

   Sick leave will be granted for: medical/dental appointments, scheduled medical procedures, illness or accident of employees or immediate family.

2. In the event of the death of an employee's immediate family member or significant other, the employee may take up to five (5) days of bereavement leave with no loss of sick leave time and no loss of pay, per year, with no accumulation.
   a. In an event of the death of an employee's friend in the state of Nevada, the employee may take up to two (2) days of bereavement leave.
   b. At his or her discretion, the Superintendent or designee may approve up to three (3) additional days of bereavement, if having to travel out of state, with no loss of sick leave time and no loss of pay.

3. Accumulated sick leave up to a maximum of ten (10) days if previously earned and accrued by an incoming employee while working for another school district, shall be credited to that licensed employee's accumulated sick leave in Storey County. No such credit will be awarded if the affected employee has received pay for such accrued leave or if such employee has not taught in the previous fifteen (15) months.

4. Licensed employee may accumulate up to a maximum of two hundred and thirty days (230) of sick leave.
   a. Storey County School District employees who have thirty (30) years of service or who are retiring into the PERS system, shall be paid for unused accumulated sick leave at a rate of sixty dollars ($60) per day for the first one hundred and eighty-five days (185). After one hundred and eighty-five days (185), the employees shall be paid for unused accumulated sick leave at a rate of forty dollars ($40) per day up to a maximum of two hundred and thirty days (230)
   b. Licensed employees leaving the employment of the District with at least five (5) years of service in SCSD shall be paid for their unused accumulated sick leave at a rate of forty dollars ($40) per day up to a maximum of two hundred and thirty days (230).

5. An employee who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence with a salary deduction equal to the substitute teacher's pay scale for each additional day granted for the duration of such illness or disability, up to one year, and the leave may be renewed each year by the District upon written request of the employee. Leave in this paragraph will be at the discretion of the District.

6. For part-time staff, sick leave days will be accrued in proportion to their hours of service to the School District during that year.

7. Any licensed employee who has at least thirty (30) days accumulated sick leave may donate accumulated sick leave days to another licensed employee who has exhausted all his/her sick leave and who is limited to using such donated sick leave days for a serious illness or accident which is life threatening or requires a lengthy convalescence.

   A. The licensed employee who has exhausted all his/her sick leave may make written request to the Superintendent for up to sixty (60) additional days of sick leave to be used for a serious illness or accident which is life threatening or which will require a lengthy convalescence. Approval of such request will not be withheld if all requirements of this provision are satisfied.

   B. The Superintendent will notify all licensed employees that they may donate sick leave days to the licensed employee who has made the request, subject to the requirements of this provision.

   C. Licensed employees willing and eligible to donate sick leave days will provide written notice to the Superintendent stating their intent to donate sick leave days to the requesting licensed employee. Licensed employees may donate up to two (2) days of sick leave per contract year. Any days donated in excess of the request shall be restored to the contributor in reverse order of the donation received. (For example: 60 days requested; 70 received. Excess = 10 days. The excess days will be restored to the contributors who donated the last 10 days to the requesting employee; e.g., days 61-70).

8. In cases of excessive (five [5] or more consecutive) absences, or when a pattern of chronic or repeated absences occur, the building principal or Superintendent may require the teacher to furnish written verification from an attending physician attesting to an illness or medical condition for which the sick leave is being taken, or has been taken.

ARTICLE IX - Maternity, Paternity, and Adoptive Leave

1. Pregnancy, childbirth, false pregnancy, termination of pregnancy, recovery there from and any temporary disability resulting therefrom, shall be treated as any other temporary disability from all job-related purposes under the provision of sick leave.

2. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee in consultation with her physician.

3. Up to fifteen (15) days of accumulated sick leave may be used to effect adoption proceedings. In the event of childbirth or adoption, the employee may take up to (5) days of paid leave with no loss of sick leave time and no loss of pay, per year, with no accumulation.

ARTICLE X - Personal Leave

1. Each employee of the School District shall be granted two (3) days of personal leave during the contracted school year. All leave days shall be with full pay.

2. Leave must be requested no later than the day before the day of leave. The employee need not give a reason for such leave.

3. Employees may accumulate up to ten (10) personal days, but not more than five (5) days may be taken consecutively unless approved by the Superintendent or designee.

4. Personal leave may be used during the first or last two weeks of the school year only for emergencies or for exceptions approved by the Superintendent or designee. Personal leave shall not be used to extend Christmas or spring breaks. The Superintendent or designee must approve emergencies or exceptions.

5. In extenuating circumstances, if an employee runs out of personal leave, he or she may exchange two (2) sick days for one (1) personal day. Employees must notify the district office in writing one week in advance before taking leave, and said leave will be approved at the discretion of the Superintendent or designee.

ARTICLE XI - Professional Leave

1. Professional leave without loss of pay or other benefits may be granted to an employee of the District if such leave:

   A. Is requested in advance by five (5) working days;

   B. Is deemed appropriate for professional growth;

   C. Does not interfere with the on-going school program;

   D. Is deemed mutually beneficial to the employee and the School District by the building principal of the school and the Superintendent, or the Board; and

   E. Is not scheduled for the first or last day of instruction.

2. Payment or reimbursement for expenses incurred for professional leave or travel will be at the discretion of the Administration and contingent upon appropriated or available funds.

3. Before approval of professional leave, employee shall agree that upon returning from professional leave, the employee may be required to provide training or reports to the existing appropriate staff.

Any reimbursement received for tuition of college credit(s) during a school year, shall be deducted from the employee's final payroll check, should the employee fail to complete a full year of employment after completion of college credit(s).

ARTICLE XII - Association Leave

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

2. The Association president or his/her designee shall request said leave not less than three (3) days prior to the commencement of said leave, or accepted case or emergency.

3. Employees using said leave shall do so without loss of pay or benefits. The Association shall reimburse the District for use of association leave at the currently established substitute rate.

ARTICLE XIII - Leave of Absence

1. An employee of the District may be granted a leave of absence not to exceed one year, when, in the judgment of the Administration and Trustees, such leave would not hamper the District's operation, and such leave appears to be in the best interest of the individual's personal and professional competency.

2. Request for such leave shall be presented prior to April 1st preceding the academic year for which leave is requested. In extenuating circumstances, the District may consider requests submitted after April 1st.

3. The applicant will receive written notification by the Superintendent of the leave by April 25th, preceding the academic year for which the leave applies.

4. Written notice must be filed with the Board by February 1st of the year in which the leave is effective, stating whether or not the employee plans to return. Failure to give such notice will automatically forfeit the right of the employee to return.

5. Employees granted an extended leave of absence will return to duty at the same status on the salary schedule unless the employee has qualified for advancement. The employee shall suffer no loss of seniority or other benefits (e.g., sick leave)

upon his or her return; however, no benefits shall accrue during the leave of absence.

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

7. Employees granted an extended leave of absence shall return to District employment in the same attendance area, provided that the employees are not affected by reduction in force.

8. Upon written application to the Board of Trustees, an employee may elect to work for 80% of his/her regularly contracted scheduled salary for a four- (4) year period. The fifth year, the employee will be allowed to take a one-year's leave of absence and receive the amount of money deferred during each of the previous four years plus whatever interest has accrued at a rate of not more than 5% per annum, to be paid in 24 equal increments. During this five-year period, the District will pay the employee's PERS deductions at the statutorily required rate. While on leave, the District will pay half of the employee's insurance as identified in the Contract.

   An employee returning from leave, pursuant to the above paragraph, will be placed on the next step of the salary schedule unless the teacher has qualified for horizontal movement on the salary teachers' schedule. The employee will be eligible for the same teaching position upon return from his/her leave of absence. The employee will suffer no loss of seniority.

   Any sick leave accumulated at the time the leave begins, will be credited to the teacher at the time he/she resumes contracted duty. To be eligible for this plan, a teacher must have been actively engaged as a licensed employee in Storey County School District for not less than five (5) years. Applications will be acted on in order of receipt, but no more than two members of the full-time licensed staff may enter this program in any given year.

   A teacher who must withdraw from this plan before the fifth year, will receive the amount of money deferred during the enrollment in the program, plus three-quarters of the interest accrued at not more than 5% per annum

   In the event three or more certified employees submit requests regarding the leave prior to the letter of intent deadline, a lottery drawing will be held with all parties in attendance. The Superintendent will conduct the drawing.

ARTICLE XIV - Jury Leave

An employee who serves as a member of a jury or is subpoenaed as a witness, shall not have a loss in pay or benefits nor will time be counted against his/her accumulated sick leave due to

such service. However, any jury pay or remuneration as a witness shall be turned in to the District Office.

ARTICLE XV - Military Leave

Employees will be granted military leave in accordance with NRS 281.145.

ARTICLE XVI - Sabbatical Leave

1. Upon application and approval by the Storey County School Board, a sabbatical leave may be available to an employee who has been in service to the District for seven (7) consecutive years.

2. Such requests shall be reviewed by a committee comprised of the teacher's building principal, the Superintendent and two Trustees. Request for such leave shall be presented prior to March 1st preceding the academic year for which leave is requested. In extenuating circumstances, the District may consider requests submitted after March 1st.

3. The applicant shall submit a program of academic study for a sabbatical leave and shall undertake a full program of at least nine (9) hours of graduate study per semester, twelve (12) hours of undergraduate study per semester, a full-time research program, or other approved academic endeavors.

4. The employee shall be paid a proportion of their salary and benefits for the sabbatical year in accordance with the following schedule:

   A. A 100% match of any scholarships, grants, endowments or similar stipends received by the employee to pursue a course of study or research, provided said stipends do not exceed 50% of the employee's annual salary and benefits.

   B. If the stipends received by the employee exceed 50% of their annual salary and benefits, the employee shall be paid the remaining proportion of their full salary and benefits.

   C. If the stipends received by the employee are less than 12.5% of their annual salary and benefits, the employee shall be paid the remaining proportion of 25% of their annual salary and benefits.

   D. Sabbaticals affecting only part of the academic year shall result in the employee's compensation per A., B. and C. above, being adjusted on a pro-rata basis.

   E. Benefits, for the purpose of the Article, are defined as retirement, health insurance, S.I.I.S. and Medicare, if applicable.

5. Employees shall receive one (1) step experience increment for the sabbatical year.

6. Credits earned while on sabbatical leave may be used for salary advancement if they meet salary advancement criteria specified in Article XIX.

7. An employee on sabbatical leave will be entitled to return to a position of comparable responsibility and remuneration and all rights guaranteed to other licensed employees.

8. Employees granted a leave under this provision must post a performance bond in an amount equal to salary, retirement, medical insurance, S.I.I.S., Medicare, plus a $250.00 recruitment fee.

9. A teacher granted sabbatical leave must agree to return to the Storey County School District for a minimum of two (2) school years following a sabbatical leave, and must submit a report that describes and evaluates the sabbatical leave. If the employee does not choose to return to the Storey County School District, the employee must reimburse the District for all District-paid compensation and benefits received by the teacher during the sabbatical leave period.

ARTICLE XVII - Insurance

1. A health, hospitalization, dental and vision (comprehensive major medical plan) policy will be provided to employees and their dependents. The District will contribute one hundred percent (100%) of the cost for each employee to provide insurance for the full twelve (12) month period. In the event additional, more expensive health plans are made available to employees, the District agrees to pay that portion of the alternate plan equal in amount to the health insurance premium offered by the District. The employee shall be responsible for payment of the difference. Employees will bear the full cost of their dependents' coverage.

2. A Section 125 Plan administered by American Fidelity shall be provided if a minimum of eight employees participate in the plan.

ARTICLE XVIII - School District Paid Retirement

The School District agrees to pay one hundred percent (100%) of the employees' contributions to the State of Nevada Public Employees Retirement System.

The district will pay for the PERS increase. If this money is rebated by the State in future years it will revert back to the district.

ARTICLE XIX - Licensed Employee Salary Terms

1. Effective for the term of this agreement, salaries for employees shall be in accordance with the following:

   A. A maximum of five (5) years experience on the certified salary schedule will be given to new employees coming to Storey County School District from a state other than Nevada, providing the employee has five or more years licensed teaching experience in grades Pre-K through 12. New employees coming from states other than Nevada with less than five (5) years licensed teaching experience in grades Pre-K through 12, will be given all experience upon verification.

      New employees from within the state of Nevada will be given all years of licensed teaching experience in grades Pre-K through 12 upon verification. (per NRS 391.160)

   B. Definition of Classification:

      Class I - Bachelor's Degree
      Class II - Bachelor's Degree and 16 units
      Class III - Bachelor's Degree and 32 units
      Class IV - Bachelor's Degree and 48 units or one Master's Degree
      Class V - Bachelor's Degree and 64 units or Master's Degree and 16 units*
      Class VI - Bachelor's Degree and 80 units or Master's Degree and 32 units** or Doctoral Degree***

      *The additional units can be earned after the Bachelors Degree.

      * *All personnel with a Master's Degree(s) shall receive, annually, $500 for each Master's Degree or $750 for Master's Degree within their area of education/academics excluding administration added to the salary listed on the salary schedule. Credits applied to Class VI, which are earned after July 1, 2001, must comply with J. a. and b.

      ***All personnel with a Doctoral Degree shall receive, annually, $1000 or $1250 for doctoral Degree within their area of education/academics excluding administration added to the salary listed on the salary schedule, reflecting placement.

      All units are considered in semester units. Quarter hours are converted to semester hour units by multiplying quarter hour units by two-thirds (2/3).

   C. The School District shall maintain a certified salary schedule.

D. The School District shall maintain a salary schedule for extra duty.

E. Credits accepted for horizontal movement on the salary schedule shall include:

(1) All upper division (junior-senior undergraduate credits) and all graduate credits earned at an accredited college or university. Exceptions to this will be those lower division credits recommended by the In-Service Committee and Superintendent and approved by the Board.

(2) A maximum of six (6) units credit earned from University-sponsored, Department of Education-approved or District-approved in-service courses will be allowed for advancement to each new class on the employee salary schedule.

F. All employees shall have until September 1st and February 1st to move horizontally on the salary schedule under the terms of the Master Contract.

(1) Horizontal movement on the salary schedule shall not be retroactive.

(2) In order to move horizontally on the salary schedule during the next contract year, the returning employee shall notify the District of anticipated change as part of the "intent to re-employ" notification. New employees shall notify the District of anticipated change as part of their initial contract.

(a) This notification form, prepared by the District, shall include space for listing of degree/credit status and notification of anticipated change in horizontal status.
(b) Actual documentation of additional credits shall be presented on or before September 1st and/or February 1st.

G. The Storey County School District agrees that:

(1) For the 2013-2015 contract, the District will provide regular step/column increases for the 2013-2015 school years and a 4% increase for 2013-14 and a 4% increase for 2014-2015.

H. Extended Contracts. After the School District notifies the staff that the District desires an extended contract (a contract for more than 183 days) from a member of the staff, and if the member of the staff also agrees, such a contract shall become a part of the employee's regular contract. Financial remuneration shall be the employee's daily pay for that contract year times the number of days agreed to for the extended year contract.

I. Salary shall be payable in twenty-four (24) semi-monthly installments.

J. All Certified employees shall be reimbursed for up to three (3) semester hours of college credit as defined in Article XIX 1.E (1) and
   A. Is prior approved by the principal and Superintendent;
   B. Is directly related to the subject matter for which the teacher or other certified employee is employed;
   C. The reimbursement request is accompanied with a passing grade report or transcript; and
   D. The reimbursement amount per credit will not exceed the current per-credit cost at the University of Nevada Reno.

K. If a teacher substitutes for the principal, that teacher will receive their daily rate of pay and an additional ten percent (10%) of their daily rate of pay as a stipend for every day substituted. If the teacher substitutes for less than a full day, the pay will be pro-rated on an hourly basis.

L. Upon completion of National Board Teacher Certification, the School District will reimburse the teacher ½ of the cost of the certification tuition. The district will pay Nevada State incentives per NRS 391.160. The local incentive of ½ tuition reimbursement is payable only if the teacher signs an agreement that he/she will return as a full-time employee to Storey County School District for at least the school year after becoming certified.

STOREY COUNTY SCHOOL DISTRICT SALARY SCHEDULE						
CERTIFIED SALARY SCHEDULE FOR FY 13/14 witth 4% increase						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
	BA DEGREE	BA DEGREE	BA DEGREE	BA DEGREE	BA DEGREE	BA DEGREE
		& 16 UNITS	& 32 UNITS	& 48 UNITS	& 64 UNITS	& 80 UNITS
				OR	OR	OR
				MASTER'S	MASTER'S	MASTER'S
					& 16 UNITS	& 32 UNITS
						OR
STEP						DOCTORATE
1	$35,544	$37,499	$39,454	$41,403	$43,362	$45,314
2	$36,888	$38,839	$40,798	$42,749	$44,705	$46,660
3	$38,230	$40,185	$42,136	$44,093	$46,049	$48,003
4	$39,574	$41,527	$43,485	$45,434	$47,389	$49,345
5	$40,917	$42,870	$44,828	$46,779	$48,738	$50,686
6	$42,262	$44,212	$46,172	$48,121	$50,078	$52,032
7	$43,605	$45,557	$47,513	$49,468	$51,417	$53,375
8		$46,902	$48,850	$50,810	$52,762	$54,718
9		$48,246	$50,198	$52,150	$54,106	$56,059
10		$49,588	$51,540	$53,495	$55,450	$57,404
11			$52,886	$54,839	$56,792	$58,746
12			$54,225	$56,182	$58,136	$60,090
13			$55,571	$57,522	$59,478	$61,433
14				$58,871	$60,820	$62,778
15				$60,209	$62,164	$64,119
16				$61,554	$63,510	$65,464
18				$62,434	$64,389	$66,343
20				$63,345	$65,302	$67,256
22				$65,103	$67,060	$68,808
25				$66,934	$68,890	$70,844
26+	$500 lump sum stipend per year separate from salary					
	*All personnel with Masters's Degree(s) shall receive annually, $500 for **each** Master's Degree					
	added to the salary listed on the salary schedule; or $750 for Master's Degree(s) within area of					
	education/academics excluding administration.					
	*All personnel with a Doctoral Decree shall receive annually, $1000 added to the salary listed on					
	the salary schedule, or $1250 for a degree within area of education/academics excluding					
	administration.					

STOREY COUNTY SCHOOL DISTRICT SALARY SCHEDULE						
CERTIFIED SALARY SCHEDULE FOR FY 14/15 witth 4% increase						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
	BA DEGREE	BA DEGREE	BA DEGREE	BA DEGREE	BA DEGREE	BA DEGREE
		& 16 UNITS	& 32 UNITS	& 48 UNITS	& 64 UNITS	& 80 UNITS
				OR	OR	OR
				MASTER'S	MASTER'S	MASTER'S
					& 16 UNITS	& 32 UNITS
						OR
STEP						DOCTORATE
1	$36,966	$38,999	$41,032	$43,059	$45,096	$47,127
2	$38,363	$40,392	$42,430	$44,459	$46,494	$48,527
3	$39,759	$41,792	$43,821	$45,857	$47,891	$49,923
4	$41,157	$43,188	$45,224	$47,252	$49,284	$51,319
5	$42,554	$44,584	$46,621	$48,650	$50,687	$52,714
6	$43,953	$45,980	$48,019	$50,046	$52,081	$54,114
7	$45,349	$47,379	$49,413	$51,446	$53,474	$55,510
8		$48,778	$50,804	$52,843	$54,873	$56,907
9		$50,175	$52,206	$54,236	$56,270	$58,302
10		$51,571	$53,602	$55,635	$57,668	$59,701
11			$55,002	$57,032	$59,064	$61,095
12			$56,394	$58,430	$60,461	$62,494
13			$57,794	$59,823	$61,857	$63,890
14				$61,226	$63,253	$65,289
15				$62,618	$64,651	$66,684
16				$64,016	$66,051	$68,082
18				$64,931	$66,964	$68,996
20				$65,879	$67,914	$69,946
22				$67,707	$69,743	$71,560
25				$69,612	$71,646	$73,677
26+	$500 lump sum stipend per year separate from salary					

*All personnel with Masters's Degree(s) shall receive annually, $500 for **each** Master's Degree added to the salary listed on the salary schedule; or $750 for Master's Degree(s) within area of education/academics excluding administration.

*All personnel with a Doctoral Decree shall receive annually, $1000 added to the salary listed on the salary schedule, or $1250 for a degree within area of education/academics excluding administration.

ARTICLE XXI - Extra Duty Schedule

Extra duty pay is based on a percentage of base salary (Class 1, Step 1) for the standard activity season. Compensation for variations from the standard activity season will be pro rata.

JOB	% OF BASE SALARY
High School Academic Olympics	5
Assistant Coach*	3
Band and Choral Director	6
Baseball Coach	9
Cheerleader Advisor	9
Cross-Country	9
Drama	9
Eighth Grade Advisor	3
Elementary Yearbook Advisor	2
Freshman Class Advisor	2
Geography Bee	2
Junior Class Advisor	2
J.V. Basketball Coach	6
J.V. Football Coach	6
J.V. Volleyball Coach	6
Middle School Basketball Coach	6
Middle School Track Coach	6
Middle School Volleyball Coach	6
Middle School Yearbook	2
Middle School Academic Olympics	3
Science Fair Advisor	3
Senior Class Advisor	5
Senior Project Advisor	9
Softball Coach	9
Sophomore Class Advisor	2
Spelling Bee Advisor	2
Student Council Advisor	9
Track Coach	9
Varsity Basketball Coach	9
Varsity Football Coach	9
Varsity Volleyball Coach	9
Lead Teacher	$6000.00 per year
Program Coordinator	$6000.00 per year

* If positions are deemed necessary by the Board of Trustees.

1. All extra duty positions shall be offered by written notice to all qualified District staff between April 15th and May 15th of each contract year. All extra duty positions that

have been filled by May 15th shall be announced in writing to the District staff by May 30th. If, after five (5) working days, the position is not filled with a district staff person, the position may be filled by administrative appointment outside the district.

2. Vacancies occurring during the course of an activity shall be announced in writing to the District staff as being available immediately. If, after five (5) working days, the position is not filled with a District staff person, the position may be filled by administrative appointment outside the District.

3. Additional extra duty positions may be added to the schedule during the 2013-2015)school years, upon Board approval. Percent of base salary to be negotiated between SCEA and Storey County School District.

4. Employees who accept an extra duty activity which pays a percent of the base salary will be issued a contract for such activity separate and apart from the employee's regular contract. Employees will be provided a copy of the job description and evaluation form.

5. The Superintendent shall make the final approval of all extra duty positions.

6. Extra duty positions shall be filled or left unfilled at the discretion of the District. The District may also add extra positions to the list as the need arises. In the event that extra positions are created, the Association will be consulted immediately to determine the percentage of base salary.

7. Job description and creation of evaluation form(s) for all positions on the extra duty schedule shall be developed, revised and/or amended cooperatively by a committee equally represented by the District and the Association.

   A. Written input from the individual currently holding the extra duty position will be requested regarding job goals, performance responsibilities and means of evaluation. If the position is not currently filled, input will be requested from other districts and from individuals on the staff who indicate an interest or have expertise in this job area.

   B. Employees approved for extra duty assignments will be provided with a copy of the job description and evaluation forms.

   C. This evaluation should be separate and apart from the evaluation of the employee's regularly contracted position.

8. District has the right to appoint a lead teacher at a school if no certificated staff applies for the position.

ARTICLE XXII - Transfer and Reassignment Policy

General Procedures

1. The District retains the prerogative to transfer or reassign employees when it is determined to be in the best interest of the District in the following manner:

   A. During the work year, when a vacancy occurs in the District or a new position is created, the District will advertise positions with both an accurate job title and job description. The duties of the hired employee must comply with the job description as advertised and have the appropriate qualifications and certification(s) specified. The District shall seek volunteers from within the staff by written notification of the vacancy sent to each staff member at least five (5) working days prior to the commencement of outside recruitment. During the work year, all vacancy notices will be posted on facility bulletin boards in each school, in the District Office and placed in each employee's mailbox.

      When a vacancy occurs in the District or a new position is created during vacation periods, the District shall seek volunteers from within the staff. Concurrent ten-(10) day inside and outside District notification will be given for all summer vacancies or when it is apparent that no inside certified applicant will apply. An addendum to all certified contracts will address notification of summer vacancies, by stating:

      "I would be interested in information for in/out District openings during the summer break."
      Or
      "I would not be interested in information for in/out District openings during the summer break."

      All certified personnel will be notified of newly created positions.

   B. The District shall consider requests for transfer or reassignment prior to the occurrence of:

      (1) Recruiting candidates from outside the District; or

      (2) Involuntary transfer or reassignment.

2. The District shall provide all employees with an updated seniority list no later than September 15th of each school year and shall further provide an updated list within fifteen (15) working days of any condition that would change the seniority list.

3. An employee transferred or reassigned shall not suffer a loss of salary, fringe benefits or seniority, except for those benefits peculiar to the position from which the

employee is being transferred, if any.

4. Teachers with multiple subject area assignments at the secondary level may have adjustments made to their teaching assignments to meet curriculum needs; however, each affected teacher will be consulted ten (10) working days prior to such changes.

5. Mileage. Employees with assignments at more than one work site shall be reimbursed for mileage between work sites at prevailing Nevada State rates, when the District does not provide timely transportation.

Voluntary

1. Requests for transfer or reassignment shall be made in writing to the District.

2. In the event two (2) or more District employees are vying for a single position and such employees, have equal experience and accomplishments and the correct certification, the transfer or reassignment shall be granted to the licensed employee with the greatest District-wide seniority, subject to Section 3. under the "Involuntary" section of this Article. If either party challenges the decision, then he or she may appeal to a committee comprised of two (2) administrators and two (2) Association members.

Involuntary

1. Involuntary transfers/reassignments shall only be made for the following reasons:
   A. A decrease in the number of students;

   B. B. Class Size

   C. Elimination or addition of program(s);

   D. Elimination of funding; and/or

   E. School closing or openings.

2. The District shall first seek volunteers for transfer/assignment. If an involuntary transfer/reassignment becomes necessary, the employee with the least District-wide seniority shall be transferred or reassigned. Employees so transferred/ reassigned must be properly licensed for the new assignment.

3. If an employee has been subject to an involuntary transfer or reassignment, that employee shall retain the first right of refusal of District openings for which they are qualified during the subsequent 24-month period.

4. Employees who are involuntarily transferred/reassigned during the school year shall be granted ten (10) working days' notice prior to the effective date of the

transfer/reassignment.

A. Whenever an employee is transferred/reassigned, the District shall provide assistance in moving the member's materials, etc.

B. One day of release time for classroom preparation will be granted upon proper request to the Superintendent. Request for use of this day will be the same as for professional leave. Such approval will not be unreasonably denied.

5. If an involuntary transfer to another attendance area occurs, the District shall consider the inconvenience to the licensed employee, and shall choose the employee with the least District-wide seniority who will have a shorter commute as a result of the transfer. If no qualified employee will have a shorter commute, then the qualified employee with the least District-wide seniority will be subject to the involuntary transfer.

If an involuntary transfer to another attendance area within the District involves travel from home to a location farther than the current assignment, the District shall reimburse the employee in one of the following manners:

A. Reimbursement of one-half the difference in mileage between attendance areas at the rate established by the NRS (Nevada Revised Statutes); OR

B. One-time moving costs up to $500 with proper documentation and receipts.

The option shall remain with the employee.

This reimbursement shall continue twelve (12) months after involuntary transfer or reassignment begins or until the employee exercises the first right of refusal as indicated by paragraph 3., whichever occurs first.

6. Those teachers assigned to locations where their services can best be utilized to meet the needs of students either on an itinerant or District-wide basis and who are exempt from the provisions of this Article are:

A. Art Teacher
B. Music Teacher
C. Media Specialist
D. Counselor
E. Elementary Physical Education Teacher
F. Computer Teacher

7. Exempt teachers are excluded from the "voluntary" and "involuntary" provisions of this Article but may submit a request to the Superintendent indicating preference for assignment at any time. The honoring of the request for reassignment shall not be

unreasonably withheld.

8. Employees designated for involuntary transfer or reassignment shall have the right to:

   A. Appeal the decision to the Superintendent; AND

   B. Request a review of the Superintendent's decision by the Board.

9. When a teacher cannot perform 100% of their teaching duties, the district reserves the right to transfer that teacher and hire a long-term substitute until that teacher is able to perform all required duties.

ARTICLE XXIII - Reduction in Force

1. When the School Board determines a reduction in force/layoff is necessary, the School Board agrees to the following criteria in the determination of the reduction procedures:

   A. Employees who volunteer to leave the area affected by the reduction in force will be the first to be reduced in force.

   B. Any additional employees to be reduced in force will be reduced in force based on the equal consideration of all the following: educational and/or instructional requirements, individual qualifications, past performance (as evidenced by evaluation) and School District-wide seniority.

2. School District seniority shall be defined as the total number of years, or fractions thereof, that the employee has been continuously employed in the Storey County School District.

3. Released employees shall be placed on leave of absence for the remainder of the layoff year and not to exceed one additional year. Employees released shall be re-employed when the force is expanded within the above-stated time. Employees shall be re-employed in the reverse order to the original reduction.

ARTICLE XXIV - Supplies

The District will budget for materials and supplies necessary for classroom instruction based on student enrollment, site faculty input into the budget process and subject to budgetary constraints as determined by the District. Teachers shall retain a copy of the requisition from whereupon they have requested supplies and/or equipment and shall be informed of the final disposition of their request within ten (10) working days from the date of the requisition, by the building principal. "Final disposition" means the date the requested supplies and/or equipment were ordered, or if not ordered, why the supplies and/or equipment were not ordered.

ARTICLE XXV - Grievance and Arbitration Procedure

1. Definitions

   A. A "grievant" is an employee, a group of employees, or the Association filing a grievance.

   B. A "grievance" is a claim by a grievant that a dispute or disagreement of any kind exists involving an alleged violation, misinterpretation or inequitable application of the terms of this agreement or of District policies or practices insofar as such policies and the application thereof affect teachers with respect to all matters covered by the agreement and all matters with respect to which there is mandatory bargaining under the provision of NRS 288, or that a condition exists which jeopardizes employee health or safety.

   C. "Days" will mean employee work days, except as otherwise indicated.

   D. A "party in interest" is a person, persons or the Association making the claim and any person or parties who might be required to take action or against whom action might be taken in order to resolve the claim.

2. Informal Procedure

   A. If possible, disputes between an employee and the Administrator should be resolved informally and at the building level.

   B. Informal procedure must begin within ten (10) school days from the date the grievant has knowledge of the event or circumstances giving rise to the possible grievance.

   C. The informal grievance procedure takes place after the grievant informs his or her immediate supervisor in writing that a grievance is being filed. The grievant and their immediate supervisor agree on a mutually acceptable date and time for the meeting. The meeting shall consist of the grievant presenting their case followed by a rebuttal or discussion of the case by the supervisor. The supervisor will rule on the grievance within ten (10) working days and present the grievant with written notice that the grievance has been resolved in the grievant's favor or that the grievance has not been resolved, in which case, the grievant reserves the right to carry the grievance to the formal level. The period of ten (10) days may be extended if both parties agree that the extension may result in the resolution of the grievance at the informal level.

   D. Should the informal process achieve no agreement within ten (10) days, and if both parties do not agree to continue the informal process, the formal grievance process and its timelines shall begin.

E. Ideally the personnel present at the informal grievance should consist of the grievant and their immediate supervisor; however, the grievant and the immediate Supervisor retain the right to have an Association representative or other representation present, if either party feels this would facilitate the process.

3. Time Limits

A. A formal grievance must begin within ten (10) school days from the date the grievant notifies or is notified that the informal process is concluded.

B. If a grievance is submitted on or after June 1st, time limits shall consist of all weekdays, except holidays, so that the matter may be resolved as soon as possible.

C. If the stipulated time limits are not met by the grievant, the right to the grievance procedure shall be waived.

D. If the stipulated time limits are not met by the administration or Board of Trustees, the grievance shall be awarded to the grievant.

4. Formal Procedure

Applicable Administrator - Level I

A. Should the grievant be unwilling to accept the outcome of the informal procedure, said grievant may file a formal grievance with the applicable administrator within ten (10) school days following the informal decision. Within ten (10) school days of receipt of the written grievance, said administrator shall schedule a hearing on the matter. Said hearing shall be concluded within ten (10) school days from the date the grievance is filed. Within ten (10) school days from the conclusion of said hearing, said administrator shall submit a written decision to the grievant and the Association. Said decision shall contain supporting reasons and rationale.

B. If the grievant has elected to waive the informal procedure, said grievance must be filed in writing with the applicable administrator within ten (10) school days from the date the grievant first became aware of the complaint. The procedure to be followed shall be specified in 4. A. above.

Superintendent - Level II

C. Should the grievant be unwilling to accept the decision of the administrator as specified above, said grievant may, within ten (10) school days from receipt of said decision, forward the grievance to the Superintendent. The

Superintendent shall, within ten (10) school days of receipt of the written grievance, schedule a hearing on the matter. Said hearing shall be concluded within ten (10) school days. Within ten (10) school days from the conclusion of said hearing, said Superintendent shall submit a written decision to the grievant and the Association. Said decision shall contain supporting reasons and rationale.

Board of Trustees - Level III

D. Should the grievant be unwilling to accept the decision of the Superintendent as specified above, said grievant may, within ten (10) school days from receipt of said decision, forward the grievance to the Board of Trustees. The Board of Trustees shall, within ten (10) school days of receipt of the written grievance, schedule a hearing on the matter at either a special meeting with the Board but in no event later than the next regularly scheduled meeting of the Board. Within ten (10) school days from the conclusion of said hearing, the Board of Trustees shall submit a written decision to the grievant and the Association. Said decision shall contain supporting reasons and rationale.

5. Arbitration

A. Should the grievant be unwilling to accept the decision of the Board of Trustees as specified above, the grievant may, within ten (10) school days after receiving written reply from the Board of Trustees, submit to the Superintendent a written notice of intent to arbitrate.

B. Arbitration proceedings shall be closed to the public.

C. Within ten (10) school days after written notice of submission to arbitration, the Superintendent and the grievant, or his/her designee, shall agree upon a mutually acceptable arbitrator.

D. If the parties are unable to agree on an arbitrator as specified above, a request for a list of seven (7) arbitrators shall be made to the American Arbitration Association (AAA). Only arbitrators who reside in Nevada will be considered for the list.

E. Within ten (10) school days after receipt of the list from AAA, the parties shall select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains that shall be the one to hear the dispute in question. The Association shall strike the first name.

F. The findings of the arbitrator shall be final and binding on both parties.

G. The expenses of the arbitrator and the arbitration hearing shall be shared equally by the District and the Association and/or the individual grievants. All other costs will be borne by the party incurring them.

H. All hearings held by the arbitrator shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

6. Miscellaneous

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

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

C. No written or printed matter dealing with the processing of a grievance will be placed in the aggrieved person's or any other interested participant's permanent personnel file.

D. All time lines stated herein shall be considered a maximum and every effort shall be made by all parties to expedite the grievance process. In recognition of the existence of extenuating circumstances, the parties shall have the authority, by mutual agreement, to adjust the time lines on a case-by-case basis.

E. A grievant shall be present at all hearings established under this procedure. The grievant has the right to have a member of the Association and/or legal counsel also be present.

F. If both parties in a grievance agree, the procedure may be recorded. Both parties shall share equally the costs, if any.

ARTICLE XXVI - Negotiations - Ground Rules

SCEA AND STOREY COUNTY SCHOOL BOARD OF TRUSTEES

1. Place of meeting: Gallagher Elementary School Library or at other locations upon mutual agreement.

2. The day, time and approximate length of each subsequent meeting shall be set upon mutual agreement. The time negotiations will begin and end will be agreed upon at the first meeting

3. The Storey County Education Association is the bargaining unit representing the licensed employees, subject to the provisions of NRS 288.

4. All sessions shall be closed except by mutual agreement to the contrary.

5. Each team shall have the right to representation at the bargaining table and shall have the right to change those representatives as deemed necessary. This does not preclude either party from including the presence of resource persons to assist in the negotiations process.

6. During the course of negotiations, each team shall have the right to call for caucuses at any time during the session.

7. Initial proposals will be presented in writing at the first meeting designated for this purpose. No new proposals, either in writing or oral, will be placed on the table by either party after this meeting.

8. Counter responses shall be specific to the initial proposals. These responses shall be submitted in writing within two (2) weeks of receipt of the initial proposals.

9. An agenda for the next meeting will be discussed and set at the close of each session. A written copy will be initialed and dated at the close of each session by both parties and a copy made for each team.

10. A tentative agreement to an article shall be signed by the chairperson of each team. The signatures will represent team acceptance of said article.

11. Each team retains the right to report progress to their membership.

12. Either team may, at any time, withdraw an item from their list of proposals to be negotiated, provided that item is not on the other party's list of proposals to be negotiated.

13. Each team shall be responsible for its own minutes of negotiations sessions. Each team shall have the right to record all sessions in any manner appropriate, except for audio recordings.

14. Requests for information pertaining to negotiations shall be submitted in writing by the spokesperson of each team. Fulfillment date for the request shall be determined at the time of the request, if possible.

15. News releases shall be issued in writing by mutual agreement of both teams. Only formal written statements shall be released.

16. A target date for completion of the negotiation process will be set at the first meeting.

17. The spirit of these ground rules is in compliance with NRS 288 and all time lines

therein.

18. These rules may be amended by mutual agreement of the negotiating parties.

19. Either party may tape negotiation procedures for private use and will not release said tape to the public.

ARTICLE XXVII - NCLB (No Child Left Behind)

The No Child Left Behind act of 2001 (ESEA - Public Law 107-110) provides protection for collective bargaining agreements as per section 1116 of PL 107-110 as does NRS 288. The parties agree that when the Federal and State laws impact Storey County, the District and the Association will immediately open negotiations to address the issues regarding NCLB.

ARTICLE XXVIII – Term of Agreement

Upon ratification, this agreement shall become effective July 1, 2013 and shall continue in effect until June 30, 2015. Negotiations for 2015-2016 and beyond begin on a mutually agreed upon date immediately after the submission of the NRS 288.180 documents for the year 2015.

Ratified by Storey County Education Association on July 1, 2013:

SCEA President — Date July 1, 2013

SCEA Chair — Date July 1st, 2013

This contract was ratified and accepted by the Storey County Board of Education at a meeting held on 7-23-13.

Storey County School Board of Trustees

SCSD President — Date 24 Jul 13

APPENDIX A – GRIEVANCE FORM

Grievance No.

Disposition of Grievance Form - Certified

Name of Grievant:_____ Date Filed:_____

Work Location: _____Position/Assignment:_____

Date Grievance Occurred:

Nature of Grievance:

Area(s) of Violation:

Relief Sought:

_____ _____

Signature of Grievant Date

FORMAL LEVEL I

Date Received by Supervisor:

Disposition by Supervisor:

_____ _____

Signature Date

FORMAL LEVEL II

Date Received by Superintendent or Designee:

Disposition by Superintendent or Designee:

_____ _____

Signature Date

FORMAL LEVEL III

Date Submitted to School Board:

Disposition by School Board:

_____ _____

Signature Date

APPENDIX A – GRIEVANCE FORM…

DISTRIBUTION OF COPIES

Local President
Grievance Chairperson
Grievant
Supervisor
Personnel

Side Agreements to Negotiated Contract of 2013-15

1. District and site administration will work with teachers at the elementary level to resolve an issue regarding 40 minutes of consecutive time that is duty free and student free each day.

2. The teacher organization agrees to drop a pending grievance regarding an involuntary transfer of a middle school teacher to fifth grade. The District agrees to the following teaching assignment for Wendy Young: *A Days* - 2 block periods of math, 1 block period of special education -- *B Days* - 1 block period of special education, 1 block period of preparation time and 1 block period of gifted and talented.