

NEGOTIATED AGREEMENT

Between

WASHOE COUNTY SCHOOL DISTRICT

And

ASSOCIATION OF PROFESSIONAL & TECHNICAL ADMINISTRATORS

2014-2018

July 1, 2014

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**ARTICLE 2
RECOGNITION**

- 2.1 The Board of Trustees recognizes the APTA as the exclusive representative of all "employees" as defined in Article 1.2 employed by the District, with the exception of such employees as are excluded by NRS 288.
- 2.2 Any reference to individual employees in this agreement in masculine terms, such as "he," "his," or "him," shall in every case be applicable to female employees as if these terms were written as "she," "hers," or "her."

**ARTICLE 3
FAIR PRACTICES**

- 3.1 The Association must represent equally all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization. The Association will continue to admit administrative persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, sex, age or handicap.

**ARTICLE 4
NO STRIKES/WORK STOPPAGES**

- 4.1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the District during the term of this Agreement.

**ARTICLE 5
IMPASSE**

- 5.1 If the District and the APTA are unable to reach agreement as a result of negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

**ARTICLE 6
DISABILITY CLAUSE**

- 6.1 If an employee becomes disabled as defined by the Americans with Disabilities Act (ADA), any potential transfer shall be implemented in accordance with said act.

**ARTICLE 7
GENERAL SAVINGS CLAUSE**

- 7.1 If any provision of the Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE 8
DUES DEDUCTION**

- 8.1 Upon written authorization from the employee, the District agrees to deduct Association dues from the salaries of employees covered by this Agreement exclusively for members of the Association of Professional and Technical Administrators, the Nevada Association of School Administrators, and for up to three additional organizations or programs approved by the Association. These monies shall be transmitted promptly to the appropriate organization.
- 8.2 The Association will certify to the Board of Trustees in writing the current rate of membership dues. The Board of Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 8.3 Deductions referred to in Section 8.1 will be made in equal installments, once each month during the year. The District will not be required to honor any month's deductions authorization which is received later than the 10th of the month prior to the distribution of the payroll from which the deductions are to be made.

9.4 EDUCATIONAL SERVICES LEAVE

At the request of the employee and with the approval of the appropriate immediate supervisor, employees shall be excused from their regular duties in order to organize or participate in events which provide educational service to the School District.

9.5 LEGAL LEAVE

An employee who serves as a member of a jury shall not have a loss in pay due to such service. However, any jury pay received by the employee shall be turned in to the Business and Finance Department of the District. An employee who is subpoenaed to testify or to provide a deposition in a proceeding in which he is not a party shall not have loss in pay due to such absence. However, any witness fees received shall be turned in to the Business and Finance Department of the School District.

9.6 MILITARY LEAVE

Employees who serve under orders in military program shall have no loss of salary from the District for participation in such programs for up to fifteen (15) school days per school year.

9.7 PERSONAL BUSINESS LEAVE

Upon reasonable and prior notification to the immediate supervisor, two (2) days of personal business leave shall be granted each year and deducted from accumulated sick leave. The leave will be granted if the personal business is such that it will not reflect adversely on the School District.

9.8 PROFESSIONAL LEAVE

Bargaining unit members are encouraged to participate in continuing education, professional organizations and community projects. A short-term leave without pay may be granted to members for work in these areas as well as on advanced degrees and special studies that promote professionals development.

With the approval of the immediate supervisor, leave may be granted for the purpose of attending professional meetings, workshops, seminars, conferences, assemblies and conventions, with no deduction from salary, if it is determined such attendance will render an educational service of value to the District or professional growth for the employee.

9.9 PUBLIC OFFICE LEAVE

Any employee who is elected to a public office may request, from the immediate supervisor with the approval of the A-1, a leave of absence without pay in order to discharge the duties of the office.

9.10 VISITATION LEAVE

Upon approval of the immediate supervisor, employees may be granted leave to visit schools outside of the District for the purpose of observing methods of discipline, organization, methods of instruction, experimental programs or other activities related to education. No deduction from salary shall be made for visits of this type.

**ARTICLE 10
EXTENDED LEAVES OF ABSENCE**

10.1 GENERAL LEAVE OF ABSENCE

10.1.1 Upon written petition to the A-2, or his/her designee, for submission to the Board of Trustees, supported by a letter from the immediate supervisor recommending such leave, any post-probationary employee may request, upon showing good and sufficient reasons including care of a member of the employee's immediate family, a leave of absence without pay for a period of time of one (1) year or more. Requests for the above leave shall be in writing and received by the Human Resources Office no later than April 15, except when approved by the A-2 or his/her designee in extenuating circumstances. Leaves of less than one (1) year may be approved by the A-2, or his/her designee.

Employees must agree to return to the District for a minimum of two (2) school years following Sabbatical Leave and must submit a report which describes and evaluates the Sabbatical Leave. (2007)

- 10.2.6 Employees granted a Sabbatical Leave will return to duty at the same placement on the salary schedule as shown on the date leave was granted, unless the employee has qualified for advancement. While assurances cannot be given the employees, every effort shall be made to place the employee in the same or a comparable assignment. He shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.
- 10.2.7 A Sabbatical Leave committee appointed by the Association and the District shall be established to review applications for Sabbatical Leave and make recommendations for approval or disapproval to the A-2, or his/her designee. (2007)
- 10.2.8 Only one bargaining unit member may be granted Sabbatical Leave annually. If the sabbatical leave is not used in one year that allocation can be rolled over to the next year for a maximum of two (2) leaves able to be granted for bargaining unit members during any one year. All sabbaticals for employees must meet the requirements of Article 10, Section 10.2.1.

10.3 CHILD-REARING LEAVE

- 10.3.1 Upon written verification from the physician that an employee is unable to perform duties due to disabilities caused by or attributed to pregnancy, miscarriage, childbirth, or recovery, therefore, that employee may have the option of charging such period of disability to that employee's accrued sick leave.
- 10.3.2 An employee shall be granted a child-rearing leave without pay, not to exceed twelve (12) calendar months, upon written application submitted at least one (1) month prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate.
- 10.3.3 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.
- 10.3.4 No benefits shall accrue to the employee while on a child-rearing leave, except the employee shall be credited with one (1) year of service for salary advancement, if he has worked the major portion of the contract days at the time such leave commenced. Upon the employee's return, the employee shall be credited with any accumulated unused sick leave.

In the event the employee is on probation, the year will be counted toward completion of the probationary period, at the discretion of the bargaining unit member's immediate supervisor and provided he has worked the major portion of the contract days at the time the child-rearing leave commenced.

- 10.3.5 Employees granted child-rearing leave will return to duty at the same placement on the salary schedule as shown on the date leave was granted, unless the employee has qualified for advancement. While assurance cannot be given that the employee will return to the same position, reasonable effort will be made to do so, or to place him in the same or a comparable assignment. He shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.
- 10.3.6 Upon written application to the A-1, showing unusual and extenuating circumstances, the leave may be extended for an additional period up to twelve (12) calendar months. Employees will be notified in writing within ten (10) days of the A-1's decision to extend the leave.

10.4 ADOPTION LEAVE

- 10.4.1 Adoption leave up to twelve (12) months shall be granted to an employee. The District shall be notified by the employee of the impending adoption as soon as the employee has applied for adoption. A leave shall commence no later than nine (9) months after the placement of the child in the home. The District shall be notified by March 1, whether the employee plans to return to work. Upon the return, the employee shall be paid at the same salary step on the salary schedule immediately higher than the

- 12.3 The District will, on a monthly basis, notify employees of accumulated days of sick leave.
- 12.4 Employees may be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days, per school year, for unavoidable absence because of a serious accident or critical illness within the Immediate Family as defined in Article 1 of this Agreement. Employees may request from the A-1 an extension of family illness leave.
- 12.5 Under this Agreement, all employees may become members of the Sick Leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank. The Association of Professional and Technical Administrators have understood and accepted that this Bank is to assist employees who have profound long term illness or disabilities and who have exhausted their sick leave, administrative leave, and vacation day's accumulation.
- 12.5.1 At the beginning of each school year, there will be a five (5) week open enrollment period. All employees are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five (5) weeks of its mailing.
- 12.5.2 Only individuals who have contributed to the bank are eligible for benefits.
- 12.5.3 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Association. The Association holds the District harmless in the event of any action by an employee relative to use of the bank.
- 12.5.4 The maximum accumulated number of days which any one person can be granted from the bank during his/her period of employment with the District is seventy-five (75) days per year. ⁽²⁰⁰³⁾
- 12.5.5 The maximum number of days which can be used from the Sick Leave Bank in any given year will be 225. ⁽²⁰⁰³⁾
- 12.5.6 In the event that requests exceed the total number of days available in a given year, and additional days are available in the Sick Leave Bank, an appeal for the use of additional days from the Sick Leave Bank may be made to the A-1 by the Association.
- 12.5.7 Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association 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 re-instatement of the time contributed to the Bank.
- 12.5.8 If the total number of days in the Sick Leave Bank is less than 100, the Association will inform the Sick Leave Bank membership that a special assessment of one (1) sick leave day per member will be made in the month of July.
- 12.5.9 At the end of each fiscal year, all days in the bank will be carried over to the next fiscal year.
- 12.5.10 Any employee who retires from the District may elect to donate one (1) additional day at the time of his retirement from his remaining accumulated sick leave.
- 12.5.11 Procedures required for the reporting of all information relevant to membership and use of the Sick Leave Bank will be jointly developed by the Association and Human Resources.

[NOTE: The APTA and the Washoe County School Principals' Association (WSPA) have agreed to share, administer and have equal access to the employees' Sick Leave Bank (See Appendix F)].

ARTICLE 13 ADVISORY COUNCIL

- 13.1 An Advisory Council shall be established by the Association and the A-1.

For the 2011-2012 fiscal year, employees who exceed the 50 day vacation leave cap, due to the conversion, will be granted approval for the excess days.

- 15.3 Employees with fewer than 230 days on the salary schedule shall not accrue vacation days. Employees with a contract greater than 230 days shall accrue a maximum of 20 vacation days per year with a maximum of 50 days' vacation carryover.

Commencing on July 1, 2014, any employee who is at the cap of fifty (50) days, will not be credited with twenty (20) days' vacation until the cap is reduced. The employee will accrue the twenty (20) vacation days during the year only upon the cap being reduced. In addition, at no time shall an employee be able to have vacation days available over the cap of fifty (50) days. Employees will be credited with accrued vacation days at the next appropriate payroll period following reduction below the fifty (50) day cap.

EXAMPLES:

1. If on June 30, 2014 an employee has forty-five (45) days accrued, the employee will be granted five (5) days. During the year, the employee will continue to accrue up to twenty (20) days, once the cap of fifty (50) days is reduced.
2. If on June 30, 2014 an employee has seventy (70) days accrued, the employee would not be credited with any vacation days until the accrual drops below fifty (50) days. The employee would begin receiving vacation days when the accrual drops below fifty (50) days, but at no time would the accrual go above fifty (50) days. If in August the employee has taken vacation days that drops the accrual to forty-five (45) days, the employee will receive five (5) days' vacation at the next appropriate payroll period.
3. An employee at the cap who takes three (3) vacation days prior to the 10th of the month will have three (3) vacation days credited to them on that month's payroll period. An employee at the cap who takes three (3) vacation days after the 10th of the month will have three (3) vacation days credited to them on the following month's payroll period.

- 15.4 With the prior approval of the employee's immediate supervisor and appropriate A-3 or the appropriate member of the Executive Cabinet, all days worked by an employee may count toward the minimum number of contract days required for that employee, including holidays and weekends. This may not result in an employee having completed his required workdays prior to the last day of the school year when teachers are in attendance.

- 15.5 All employees are encouraged to work the two weeks prior to the beginning of the school year and the two weeks following the end of the school year.

If no professional development is offered during the last remaining week of the school year, Psychologists and other education based non-certified employees may opt to instead take up to five (5) days of professional development during an inter-session period, subject to the approval of the Chief of Psychological Services or the employee's department head.

- 15.6 If, due to the scope of the administrative job, the employee is required by his immediate supervisor to work extra days above and beyond the maximum contract time, s/he will be compensated at his/her daily rate of pay. The additional compensation would be made no later than the next pay period.

- 15.7 If an employee's scope of job responsibilities requires them to respond to extraordinary emergency situations (i.e., acts of nature, severe building malfunctions, security emergencies, excessive vandalism, long term use of facilities by outside public entities for emergency response) and these situations require the employee to work extra days above and beyond his/her contract days the employee shall be eligible to take flex time, or he/she will be compensated at his/her daily rate of pay upon written acknowledgement of the employee's immediate supervisor. It will be the responsibility of the employee to keep records of those days and provide the days with appropriate documentation (written explanation of situation and account of need to be there) to his/her immediate supervisor in order to be eligible for flex time or compensation. The additional compensation would be made no later than the next pay period.

selected by the employees or the employee's designee and the District following the American Arbitration Association's rules for choosing an arbitrator from a list submitted by the American Arbitration Association.

- 17.5 Bargaining unit members who are licensed by the Nevada Department of Education (NDE) and will retain their rights as a licensed educational employee pursuant to NRS 391 (Professional Practices Act), provided the license remains valid.

Bargaining unit member who are not licensed by NDE, and therefore, not covered by the Professional Practices Act will be entitled (in the event of a demotion, discharge or non-renewal of contract without just cause) to due process and may seek advisory arbitration if they have fewer than three (3) years with the District; or binding arbitration if they have been employed by the District for three (3) or more years.

ARTICLE 18 REDUCTION IN FORCE

- 18.1 The District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be terminated, and the areas within which such reductions in force will occur. When a reduction in force is necessary, the District will notify the Association. The Association will utilize an advisory committee to review the reduction in force and to provide suggestions to the District regarding the procedures to follow. (2003)

- 18.2 Subject to the determination in 18.1 above, the parties agree to the following:

18.2.1 First, employees who volunteer to leave (terminate) from the area(s) affected by the reduction in force will be the first to be separated. (2003)

18.2.2 Second, an employee who becomes involved in a reduction in force procedure will be assigned to the next equivalent administrative position that becomes vacant, in accordance with his/her certification and qualifications. In regards to salary, equivalent administrative position shall mean a position at the same column on the Administrative Salary Schedule, or the same daily rate on the Pro-Tech Salary Schedule, as the employee's current position. In regards to full time equivalency, equivalent administrative position shall mean at the same full time equivalency as the employee's current position. For example, an employee in a full time position will be assigned to a vacant full time position, and an employee in a half time position will be assigned to a vacant half time position. Employees who are working in non-principal positions are not eligible to be assigned to principal positions, unless the employees previously worked as a principal in the District. (2003)

18.2.3 Third, if no equivalent position becomes vacant, any additional reduction in force of employees shall be determined by using the following criteria in rank order listed. Employees are only eligible to bump employees at the same or lower column and with the same or lower full time equivalency. Professional-Technical employees are only eligible to bump in their occupational series, as outlined in Appendix E. (2003)

In accordance with his/her certification and qualifications, an employee will bump the least senior employee in his/her present classification, and that employee will bump the least senior employee as specified above.

Employees in non-principal positions are not eligible to bump into principal positions, unless the employee previously worked as a principal in the District. (2003)

18.2.3.1 Seniority as an employee based on total consecutive years of administrative service in the school district.

18.2.3.2 Seniority in the current administrative position based on the total consecutive years in the current administrative position.

18.2.3.3 Seniority with the District, based on the total consecutive years with the District. (2003)

18.2.3.4 All other conditions being equal, a lottery will be used to determine the outcome.

**ARTICLE 19
PROBLEM SOLVING PROCEDURE**

- 19.1 In matters related to procedures and other work environment issues, the District recognizes the need to provide employees with an efficient process to resolve questions, concerns and disagreements.
- 19.2 Except as provided below, an employee will first discuss the question, concern, or disagreement with his immediate supervisor. Every reasonable effort will be made by both parties to resolve the matter informally in this manner.
- 19.2.1 If, after ten (10) school days, the matter is not resolved in the opinion of the employee, he may address the issue to the next level supervisor. The employee will present the concern or question in writing, include a suggested resolution and provide a copy to the supervisor to whom the matter was first addressed.
- 19.2.2 If, after an additional ten (10) school days, the matter remains unresolved, the employee may address the matter, in writing, to the A-1, including copies of any previously written submissions or other material relevant to the matter.
- 19.2.3 Within a period of ten (10) school days from receiving the written concern, question, or disagreement, the A-1 will meet with the employee (and, if desired, his association representative and/or legal counsel). The final resolution will be stated in writing and a copy provided to the employee, within ten (10) working days of the date of the meeting.
- 19.2.4 If after ten (10) school days, the matter is not resolved in the opinion of the employee, he may address the issue to the Board of Trustees. The meeting will be scheduled with the Board of Trustees as soon as reasonably possible, not to exceed 20 days after the date the request is received. Copies of any previous written submissions or other materials relevant to the matter will be submitted to the Board of Trustees at least five (5) days in advance of the meeting. The final resolution will be communicated to the employee within 20 days of the date of the meeting.
- 19.2.5 The decision of the Board is final.
- 19.3 If a question or concern involves an employee's supervisor or other line employee, the employee (and, if desired, his association representative and/or legal counsel) may elect to address the matter directly to his supervisor's supervisor or the A-1.
- 19.3.1 The APTA may submit general bargaining questions, concerns, or disagreements directly to the A-1, in writing.
- 19.3.2 A resolution of the matter will be stated in writing and a copy provided to the employee or the association within ten (10) working days.
- 19.4 All parties to this procedure agree to maintain appropriate confidentiality concerns all matters so addressed.

**ARTICLE 20
ADMINISTRATIVE REPRESENTATION**

- 20.1 An employee about to undergo an investigatory interview shall be entitled to an association representative or another representative present at the interview and reasonable notice prior to the interview when it is known by the party conducting the investigation that disciplinary action may be taken against the employee. Reasonable notice shall mean notification not later than one school day prior to the actual meeting, except when circumstances may require a prompt investigatory interview. The employee will notify the District prior to the interview of the identity of the representative he has chosen to be present. Any and all notices of the supervisor's desire to hold an investigatory interview with an employee shall include the nature of the conference.

- 21.1.5.3 The mediator will meet with the disputing parties and review the notice and the response. The mediator has the authority to request additional information, including documents and/or witnesses, in an attempt to bring about resolution.
- 21.1.5.4 If the matter is not resolved within three (3) meetings, the mediator will recommend in writing a resolution to the dispute. Copies of that decision will be forwarded to the respective representatives, the President of the APTA and the A-2. This resolution will be binding on all parties. (2003)
- 21.1.5.5 The timelines and required number of meetings in this article may be extended at any time during the process by mutual written consent of the parties.
- 21.1.5.6 The Board of Trustees agrees to the binding mediation of grievances as specified in the preceding section. However, in the event that the mediator's award would cost the District in excess of ¼ (one-fourth) cent on the tax rate for any one (1) specific grievance during the term of the Agreement, the amount of the award shall be limited to ¼ (one-fourth) cent on the tax table. (2003).

**ARTICLE 22
EMPLOYEE PROTECTION**

- 22.1 The Board of Trustees will provide legal assistance for any employee who is sued for assault or other alleged incidents, acts or omissions which occur in the pursuit of his duties and acting within the limits of assigned responsibility in accordance with Administrative Regulation 4116.2.
- 22.2 employees shall immediately report to their immediate supervisor and/or Administrative Services cases of assault, harassment, and verbal or written threats to life and limb either suffered by them or for which they may be responsible and which occurred in connection with their employment.
- 22.3 Formal action shall be taken on such a complaint when such matter is reported to both Administrative Services, Washoe County School District, and the A-1. The employee shall be fully informed, in writing, as to the disposition of the action.
- 22.4 An employee, while acting within the course of his duties as such, may use such force as is reasonable and necessary to protect himself or others or property; quell a disturbance threatening physical injury; obtain possession of weapons or other dangerous objects upon the person of or within the control of an individual.
- 22.5 Administrative Services shall begin an on-site investigation immediately after receiving a complaint reporting assault, harassment, or written or verbal threats to life and limb from an employee.
- 22.6 No employee shall be disciplined or discriminated against because of his lawful activity with the Association. No attempt shall be made to intimidate or discourage a member from exercising his right to representation.

**ARTICLE 23
PROFESSIONAL COMPENSATION**

23.1 Salaries

23.1.1 Effective July, 2014, members of the bargaining unit who are eligible shall receive a step increase on the salary schedule based on experience or years of service.

Effective July, 2014, members of the bargaining unit shall receive an increase on the salary schedule of 1% for the 2014/15 fiscal year.

Effective January, 2015, members of the bargaining unit shall receive an increase on the salary schedule of 1% for the balance of the 14-15 fiscal year.

July 1, of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus July, 2006 will not have earned that bonus until June 30, 2007. If s/he leaves May 31 of 2007 s/he will have one month's worth of the doctoral bonus deducted from his/her last check.]

23.2.1.2 Employees who have announced prior to July 1, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.

23.2.1.3 The decision of whether the additional studies or work programs are equivalent to a master's program will be the responsibility of the A-2. Employees who disagree with the decision may appeal that decision to the A-1. The decision of the Superintendent will be regarded as final and not be subject to complaint or grievance.

23.2.2 Doctoral Program

23.2.2.1 Employees who have completed a doctoral program will receive \$1,200 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus on or before July in one (1) year, will not have earned that bonus until June 30 of the following year. If s/he leaves May 31 of the next year s/he will have one month's worth of the doctoral bonus deducted from his/her last check.]

23.2.2.2 Employees who have announced prior to July 1, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.

23.2.2.3 The Doctoral Program bonus can specifically be granted in addition to the Psychologist National Certified School Psychologist Designation 8% pay increase.

23.2.3 The National Certified School Psychologist Designation from the National Association of School Psychologists is a program that is recognized by the District that can qualify for an 8% pay increase. School Psychologist who achieve National Certified School Psychologist (NCSP) designation from the National Association of School Psychologists and Administrators who, upon proper application and approval by the A-2, or his/her designee, are awarded a National Board Certification directly related to their occupation, are eligible for an eight percent (8%) pay increase. Psychologists and Administrators must have five years of District experience in the occupation for which the National Board Certification is granted and satisfactory evaluations for the most recent three years. The salary increase will remain in effect for the duration of the certification. (2007)

23.2.4 Certifications and licenses (not to include state licenses required for basic job duties) that require action on the part of the employee to maintain will be terminated by Human Resources if they are not renewed. There will be a grace period given for the renewal process due to time needed for governing boards to renew. The employee must contact Human Resources one month prior to the certification/license expiring, to indicate that the renewal is in process and provide Human Resources with a copy of the receipt for renewal in order to obtain the grace period. Human Resources will work with payroll to ensure benefits do not lapse once this contact has been made. The employee is responsible for providing documentation of recertification by the end of the month.

If an audit of the employee's certification or licensure requirements is requested by the governing board responsible for renewal, a copy of the audit letter from the governing board needs to be provided to Human Resources in order to further extend the grace period. It is incumbent upon the employee to communicate with Human Resources on a month-to-month basis as to the status of their audit for recertification/re-licensure.

23.2.5 Bi-lingual Stipend

An employee who is capable of fluently speaking, understanding, and translating both English and Spanish languages (fluently English/Spanish "bi-lingual"), as verified by passing a Level 1 Spanish Language Certification Test offered through Truckee Meadow Community College (TMCC), and is

23.5.3 PROCEDURES

- (A) Annually, near the end of the fiscal year, the Business Office will distribute to each employee a "Benefit Reserve Program, Statement of Use" form.
- (B) Employees will be requested to itemize the charges against the BRP which they are submitting and submit receipts or other documentation for each charge.
- (C) The Business Office will then reimburse the employee the specific amount approved by the Board of Trustees toward offsetting the costs submitted.

23.5.4 GENERAL

- (A) The BRP value is taxable income and will be reported by the District as income on the W-2.
- (B) The "Benefit Reserve Program, Statement of Use" form must be submitted by the deadline requested. No retroactive payments will be made for previous year expenditures.
- (C) Newly hired unit members who commence work after the start of the fiscal year and unit members who separate during the fiscal year will be entitled to a pro-rated amount of the BRP value based on the days of service during the fiscal year. ⁽²⁰⁰⁷⁾
- (D) BRP unused balance remaining at the close of the fiscal year will revert to the School District General Fund.

23.6 INSURANCE

The health insurance contributions by the District shall not exceed the following for Fiscal Year 2015-2016.

- 23.6.1 Medical Insurance (including any and all related insurance or coverages) - \$524.38 per month per eligible employee. GAP - \$14.80
- 23.6.2 Dental Insurance - \$47.06 per month per eligible employee.
- 23.6.3 Vision Insurance - \$12.32 per month per eligible employee.
- 23.6.4 \$250,000 Life Insurance - \$56.25 per month per eligible employee.
- 23.6.5 Long-Term Disability insurance - \$0.14/\$100 payroll per month per eligible employee.

23.7 EARLY SEPARATION INCENTIVE PLAN (ESIP) ⁽²⁰⁰⁷⁾

Revisions to this Article will become effective July 1, 2006.

- 23.7.1 The District will provide an Early Separation Incentive Plan (ESIP) within the following limitations:

Commencing July 1, 2006, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered a participant of the ESIP 1) have completed 20 years of continuous service with the District as of August 31 of the year in which they participate; 2) have less than 36 years of credited service with PERS as of the year in which they participate (separate); 3) submit to the Human Resources Division of the District a completed ESIP Application Form and Letter of Resignation (effective no later than August 31 of the year in which they retire) prior to the deadline announced by the District. Employees with 30 more years of service who received an unsatisfactory evaluation in the previous year and who receive an unsatisfactory evaluation in the year they apply for ESIP, are not eligible for ESIP. Following the receipt by the District of a completed ESIP Application Form and Letter of Resignation, the bargaining unit member's ESIP Application Form and Letter of Resignation will be either approved or disapproved by the District no earlier than January of the year the bargaining unit member is to retire and the bargaining unit member will be notified in writing of the decision. If a bargaining unit member's ESIP Application is approved by the District, the District will

23.7.5 All other matters related to this program will be governed by Administrative Regulation 4149, which shall not be incorporated into this Agreement by reference, and thus, not be subject to the grievance procedure.

23.8 PROFESSIONAL DEVELOPMENT

23.8.1 Effective July 1, 2014, the following amounts will be available in departmental budgets each year for the administrator to utilize for his/her professional development:

\$625: Employees in the 29+ range and School Psychologists.

\$500: Employees at Grade 28 and below.

Employees who wish to utilize their stipend must complete a Professional Development Form, describing the purpose of the professional development and how it aligns with their goals as developed cooperatively with their supervisor.

Professional development money designated in this section may be carried over into the budget for the following year and will not be subject to the budget rollover percentage. Employees receiving \$625 in their budgets each year may accrue up to a maximum of \$1,250 in their budgets for professional development, and employees receiving \$500 in their budgets each year may accrue up to a maximum of \$1000 in their budgets for professional development.

Professional development money may not be utilized by the employee or the school/location for any other purpose than the professional development of the employee. Professional development money may be utilized to pay dues for national/state professional associations, contingent on the employee being provided professional development opportunities or professional development materials by the national/state professional association. Professional development money may not be utilized to pay dues for local associations, but may be used to pay for professional development opportunities provided by the local association. (2013)

23.9 When an employee is explicitly requested in writing, and accepts, to temporarily perform the duties of his/her immediate supervisor, a higher level employee or executive cabinet member for 5 or more contracted days, the employee shall receive, in addition to his/her current salary, compensation equal to five percent (5%) of his/her current daily rate of pay for the days he/she temporarily performs the higher level duties. (2007)

23.10 An employee who is capable of fluently speaking, understanding, and translating both English and Spanish languages (fluently English/Spanish "bi-lingual"), as verified by passing a Level 1 Spanish Language Certification Test offered through Truckee Meadow Community College (TMCC), and is approved in writing by the A-2, or his/her designee, to utilize his/her "bi-lingual" skills on a consistent and regular basis as part of his/her duties in any one year, and who receives a satisfactory evaluation in that same year, shall receive a \$500.00 stipend for "bi-lingual" services performed for that year. (2007)

ARTICLE 24 ADMINISTRATIVE RECLASSIFICATION

24.1 A reclassification is the movement of a position on an administrative salary schedule based on significant changes in duties and responsibilities as compared to the job description under which the employee was hired. Increased workload by itself is not a basis for reclassification under this procedure. Requests for additional staff or days should be directed to the appropriate member of the Executive Cabinet. Requests for salary increases based on comparisons with similar positions in other districts or the private sector should be directed to the APTA to be addressed through the collective bargaining process.

24.1.1 REQUEST PROCESS

Any administrative employee who feels his/her position is not properly classified on the District's Psychologist's Salary Schedule or Professional-Technical Salary Schedule may complete and submit to his/her supervisor an Administrative Reclassification Request Questionnaire.

APPENDIX A

Title Replacements

Title Replacements – Appendix A

APPENDIX NUMBER	Actual Title
A-1	Superintendent
A-2	Chief Human Resources Officer
A-3	Area Superintendent

APPENDIX B

School Psychologist Salary Schedules

WASHOE COUNTY SCHOOL DISTRICT
RENO, NV

Educational Lane
Grade PS
Psychologist

2015-16

	Column A	Column B	Column C
Steps	Masters	Master's+16	Master's+32
1	\$67,507	\$72,636	\$78,159
2	\$68,858	\$74,093	\$79,719
3	\$70,235	\$75,571	\$81,317
4	\$71,639	\$77,083	\$82,943
5	\$73,073	\$78,625	\$84,601
6	\$75,264	\$80,985	\$87,139
7	\$77,522	\$83,414	\$89,753
11	\$80,622	\$86,750	\$93,344
15	\$83,849	\$90,221	\$97,075

Includes the following changes:

Negotiated Salary Increase = 1% Retroactively Effective 7/1/14

Negotiated Salary Increase = 1% Retroactively Effective 1/1/15

PERS Increase = 1.125% Salary Reduction Effective 7/2015

APPENDIX C

Professional/Technical Salary Schedules

Negotiated Salary Increase = 1%
Retroactively Effective 7/2014

Negotiated Salary Increase = 1%
Retroactively Effective 1/2015

PERS Increase = 1.125% Salary Reduction
Retroactively Effective 7/2015

Washoe County School District Administrators (Pro-Techs) Fiscal Year 2015-16

Grade	Annual															
	Minimum Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Midpoint Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Maximum Step 16
33	93,915	96,592	99,347	102,176	105,088	108,086	111,165	114,333	117,592	120,942	124,390	127,932	131,582	135,330	139,188	144,756
32	86,398	88,860	91,392	93,997	96,674	99,433	102,265	105,179	108,177	111,260	114,432	117,693	121,048	124,497	128,047	133,166
31	79,499	81,764	84,093	86,493	88,956	91,490	94,098	96,781	99,539	102,376	105,293	108,295	111,379	114,556	117,820	123,533
30	73,134	75,219	77,364	79,568	81,836	84,167	86,567	89,036	91,571	94,181	96,864	99,625	102,465	105,385	108,390	112,725
29	67,277	69,194	71,168	73,194	75,279	77,426	79,632	81,901	84,236	86,636	89,106	91,646	94,258	96,943	99,708	103,694
28	61,906	63,671	65,485	67,351	69,273	71,244	73,274	75,363	77,511	79,719	81,992	84,329	86,733	89,203	91,747	95,476
27	56,943	58,564	60,235	61,952	63,718	65,532	67,400	69,320	71,298	73,327	75,418	77,569	79,779	82,052	84,390	87,767
26	52,387	53,878	55,414	56,994	58,619	60,288	62,006	63,774	65,591	67,459	69,384	71,362	73,394	75,485	77,638	80,742
25	48,203	49,577	50,991	52,442	53,936	55,476	57,056	58,681	60,353	62,076	63,843	65,664	67,535	69,462	71,438	74,297
24	44,344	45,609	46,909	48,246	49,620	51,036	52,490	53,986	55,525	57,108	58,734	60,410	62,129	63,902	65,723	68,550
23	40,798	41,961	43,155	44,386	45,652	46,954	48,294	49,666	51,084	52,541	54,038	55,578	57,161	58,790	60,463	62,863
22	37,529	38,599	39,699	40,829	41,991	43,188	44,419	45,685	46,987	48,326	49,705	51,121	52,577	54,075	55,617	57,842
21	34,532	35,518	36,529	37,569	38,641	39,744	40,875	42,041	43,238	44,470	45,739	47,041	48,384	49,761	51,181	53,226
20	31,766	32,672	33,601	34,561	35,546	36,557	37,601	38,672	39,774	40,908	42,072	43,273	44,506	45,773	47,078	48,962
19	29,229	30,060	30,919	31,797	32,703	33,638	34,595	35,582	36,595	37,638	38,713	39,816	40,949	42,117	43,317	45,049
18	26,885	27,649	28,439	29,250	30,083	30,940	31,821	32,729	33,661	34,620	35,608	36,624	37,664	38,741	39,844	41,438

APPENDIX D

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING TRANSPORTATION

It is agreed between the WCSD and the APTA that the WCSD will continue to make a consistent good faith effort to provide District vehicle(s), or a pool of vehicles, to be available during scheduled work day and during off hours response for District business, to Administrators, whose positions require them to travel an excessive amount (25 miles a day or 6,000 miles annually) for District business. The vehicle(s), or pool of vehicles, will be provided for an individual Administrator or for a group of Administrators to utilize keeping with the aforementioned parameters.

MEMORANDUM OF UNDERSTANDING PROFESSIONAL DEVELOPMENT CREDIT

The APTA and the WCSD agree to form a joint committee to formulate a schedule of compensation earned through professional development. All aspects of professional development are to be under consideration, including but not limited to: Principal's Academy, in-service credit, classes offered during the regular work contract period, university classes and workshops. It is understood by both parties that the committee will also focus on Professional Development that will benefit performance by the participants and thus reflect favorably upon the District.

The joint committee will report to the respective negotiating teams no later than April 30, 2007.

MEMORANDUM OF UNDERSTANDING

The Parties agree to continue to work on language to be incorporated into the collective bargaining agreement regarding the probationary period for bargaining unit members.

MEMORANDUM OF UNDERSTANDING (2007)

The APTA agree to meet with the District to consider what options can be implemented to include Long Term Care Insurance with the employee/District funded retirement insurance that is currently being investigated.

Memorandum of Understanding (2011) Professional Compensation

As an educational institution the Washoe County School District and their Professional and Technical Administrators understand and support the desirability of improving the education and skills of its members.

To that end the members of APTA and the District Contract Negotiation Team have developed language which expands the existing two tier professional compensation system to a three tier system. In addition language, procedures and an appendix were drafted to efficiently and effectively administer the professional compensation system.

It is understood that the current economic climate prohibits the implementation of such a system at this time but the negotiations for the contract years 2014-2015 will re-visit this important Program.

2. Findings will be shared with the Coordinator of Psychological Services. The research gathered has the potential to be used to establish acceptable school psychologist to student ratios for school psychologists within the WCSD.

MEMORANDUM OF UNDERSTANDING Psychologist Work Space at School Sites and District Buildings

The District and the APTA agree that it is in the best interest of students in need of psychological services, our employees and the Parties agree that certain work environments needs be provided in order to assist Psychologists in performing their duties while at school sites and serving the District. The Parties also recognize that there are limitations in the District regarding school building space, resources and accommodations due to circumstances beyond the control of the Parties.

That being said, the Parties agree to work in concert to identify schools at which there is the most need to improve work environment. Once those schools and buildings are identified, the Parties will work with the proper educational superintendents and building administrators in order to assess what would be required. The Parties believe that when practicable the psychologists' school site work environment should include the following:

- a) An area to have confidential conversations with students, staff and/or parents;
- b) Work desk(s) or table(s) with chairs for psychologists and students;
- c) 1 or 2 drawer file cabinet that has a working lock system;
- d) A means to connect to the District email system and/or the internet; and telephone access.

The Parties agree and understand that work environments can be shared with other employees who frequent the school or site and that due to circumstances, school building administrators may move or alter work environments at the school or building site. (2013)

MEMORANDUM OF UNDERSTANDING Confidential Space Availability at School Sites and District Buildings for Pro-Techs

The District and the APTA agree that it is in the best interest of our employees that certain work environment needs be provided in order to assist Pro-Techs in performing their duties while serving the District at school sites and District buildings. The Parties also recognize that there are limitations in the District regarding school building space, resources and accommodations due to circumstances beyond the control of the Parties.

The Parties encourage that when practicable the employees who supervise other employees should have a work area/space that includes following:

Secure space in the same building where a door can be closed to hold a private conversation with employees. This space should have reasonable access with scheduling systems in place. A conference room or another designated private space with an appropriate seating area should be provided and readily available to support and address employee concerns.

The Parties agree and understand that work environments can be shared with other employees who frequent the school or building site. (2013)

Draft Professional Compensation Program language presented by APTA...no agreement

23.3 Certifications, Licenses and Stipends

23.3.1 There is a three tier compensation rate for Professional Compensation for certifications, licenses and stipends. The three tiers include; a once a year stipend for a certification or license, a 4% ongoing pay increase, and an 8% ongoing pay increase, See Appendix F. Employees are only eligible for a 4% or an 8% professional compensation pay raise but never both. If the employee qualifies for more than one, they will be paid at the highest rate for one professional compensation. It is possible to receive an 8% or 4% pay increase and a stipend but the stipend would have to be for a purpose unrelated to the 4 or 8% pay increase. All stipends will be paid at the Master's Program stipend rate unless negotiated otherwise.

23.3.2 The member will fill out a ***** form and submit it to the Professional Compensation Committee for review. The committee will determine if additional compensation is warranted and determine the tier level of the compensation. The employee has the right to appeal the committee's determination to the A-2. It is highly recommended that the employee obtain the committee's determination prior to starting a certification/license program. Each circumstance is unique and no guarantees are implied that a program will qualify for compensation without prior determination.

23.3.3 Approval and level of compensation for Professional Compensation is based on the needs of the WCSD, the rigor of the program, the effort required and the level of requirement in the position description. Certifications or licenses required in the position description may qualify only for a stipend. Certifications or licenses that are desirable in the position description may qualify for a Professional Compensation 4% or 8% pay increase subject to the ruling of the Professional Compensation Committee.

23.3.4 Beginning on July 1, 2011, when considering the granting of a stipend for national certification of a professional-technical employee, the employee shall not be compensated more than Step 15 of the employee's direct supervisor. This may result in compensation that will be less than the 8% stipend amount. Future review and adjustment will be made should the direct supervisor change.

23.3.5 Certifications, licenses and stipends that are no longer deemed beneficial to the District by the Professional Compensation Committee will result in the loss of the Professional Compensation associated with the certification or license. The employee will be notified in writing of the change. Any notification of the loss of Professional Compensation for a specific program made during the fiscal year will result in payment of the professional compensation until the end of the fiscal year. Determinations for the following fiscal year will be made and notifications sent no later than May 31

23.3.6 Certified Public Accountant/Professional Engineer Stipend
Certifications or licenses that are desirable in the job description may qualify for a Professional Compensation 4% or 8% pay increase subject to the ruling of the Professional Compensation Committee.

Professional Compensation Committee Structure

The committee will consist of:

Superintendent of Human Resources, Chairman

Human Resources technician, Member

2 APTA members selected by the APTA Board, Members

Manager to be selected as necessary from the work area affected, Temporary member

The committee will meet as necessary to evaluate requests for determination and correction plans for renewals. The committee will meet no less than quarterly to review the validity of current certifications and licenses.

Chart of general requirements and approved programs

APPENDIX E

Professional/Technical Positions

Please pardon our “dust.”
This section is under construction.

APPENDIX F

Sick Leave Bank Addendum Between APTA (f.k.a. WCEAA) and WSPA

To Whom It May Concern:

The WCEAA and the WSPA agree to share, administer and have equal access to the Administrators Sick Leave Bank as described in each respective contract. The WCEAA and the WSPA agree to adhere to the Administrators Sick Leave Bank guidelines in as described in each contract. It is agreed that a committee will be developed involving equal representation from both associations to satisfy responsibilities of the "Association" described in both contracts.

Tim Fuetsch 3/23/06
Tim Fuetsch, Date
President of WSPA

Susan A. Collins 3/23/06
Susan A. Collins, Ed.D. Date
Resident of WCEAA

