

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

**2019-2020 SCHOOL YEARS
2020-2021 SCHOOL YEARS**

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

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

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

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

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

NOW, THEREFORE IT IS AGREED:

ARTICLE I – DEFINITIONS

- 1-1 The term “NRS 288” as used in this Agreement shall refer to Chapter 288 of Nevada Revised Statutes and hereafter known as Chapter 288 NRS (Local Government Employee-Management Relations Act).
- 1-2 The term “teachers” as used in the Agreement shall mean any certified employee of the school district represented exclusively by the Association as defined in Article II, Recognition, but exclusive of personnel with administrative responsibilities.
- 1-3 The term “school board” as used in this Agreement shall mean the Board of School Trustees of the Mineral County School District.
- 1-4 The term “association” as used in this Agreement shall mean the Mineral County Classroom Teachers Association.
- 1-5 The term “school district” as used in this Agreement shall mean the Mineral County School District.
- 1-6 The term “superintendent” as used in the Agreement shall mean the superintendent of schools of the Mineral County School District.

- 1-7 The terms “school board” and “association” shall include authorized officers, representatives and agents. Despite references herein to school board and association as such, each reserves the right to act hereafter by committee or designated representatives, subject to final approval of the school board and the association.
- 1-8 a) **Five day work week.** Teachers shall work 182 days each year. New teachers shall work one additional day participating in a District sponsored orientation workshop. In the event the district chooses to offer a teacher induction program for newly hired staff members, the additional days will be paid at the teachers’ daily rate of pay. Attendance at the new teacher induction training program will be mandatory of all new staff members unless excused by the superintendent.
- b) **Four-day work week.** Teachers shall work 154 days each year. New teachers shall work one additional day participating in a District sponsored orientation workshop. In the event the district chooses to offer a teacher induction program for newly hired staff members, the additional days will be paid at the teachers’ daily rate of pay. Attendance at the new teacher induction training program will be mandatory of all new staff members unless excused by the superintendent.
- 1-9 The term “days” as used in this Agreement shall mean working school days.
- 1-10 The term a “board” means the local government employee management relations board, as provided in Chapter 288.
- 1-11 The term “negotiating team” as used in this Agreement shall mean representatives of the association and representatives of the board not to exceed five each. In recognition of the requirement for the teams to negotiate in good faith the membership of the teams should remain unchanged throughout the entire negotiation process.
- 1-12 A “grievance” shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of this agreement or an existing school board rule, policy or practice, or that there exists a condition which jeopardizes an employee’s health or safety.
- 1-13 A “grievant” shall mean a teacher or other member of the bargaining unit, a group of teachers, or the association filing a grievance.
- 1-14 A “party of interest” is the person or persons making the claim and any persons or person who might be required to take action or against whom action might be taken in order to resolve the problem, as defined in 1-12.
- 1-15 The term “consultant” as used in this Agreement shall mean any person requested by either the association or the school board to provide assistance in the process of negotiations.

ARTICLE II – RECOGNITION

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

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

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

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

ARTICLE III-NEGOTIATIONS

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

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

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

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

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

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

- 3-6 For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.
- 3-7 It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated and initialed by both parties when an agreement is reached.
- 3-8 During negotiations, releases to news media shall be made only as jointly agreed upon by the negotiating teams.

ARTICLE IV – FORMAL CONSULTATION

- 4-1 In order to meet the desires of both parties to maximize communication and minimize situations where grievances and other dissatisfactions occur this Article is adopted.
- 4-2 Items appropriate for formal consultation shall include but not be limited to:
 - a. Working conditions of any unit employee,
 - b. Number of teachers and/or a change in their assignments,
 - c. Change in program offerings, and
 - d. Any other items of concern to teachers and/or administrators.
- 4-3 Holding of consultative sessions.
 - a. Sessions at the individual schools:
 - 1. Sessions will be held when requested by the principal of the school or the Association's designated representative. Meetings will be scheduled within 24 hours and held within 3 days of that request. These sessions, which would normally begin immediately after the conclusion of the student's day, will be held at a mutually agreed upon time.
 - 2. The agenda items will be furnished to the other party in writing.
 - 3. Summary notes will be prepared and cleared by both parties relative to items discussed and the parties' positions or comments. A copy of these notes will be furnished to the Association representative.
 - b. Holding of sessions at the District-Association level:
 - 1. Upon request, sessions will be held between the Association and District administration at a mutually agreed time.

2. The agenda items will be furnished to the other party in writing.
3. Summary notes will be prepared and cleared by both parties relative to items discussed and the parties' positions. A copy of the notes will be furnished to the Association.

ARTICLE V – GRIEVANCE PROCEDURE

- 5-1 A grievance is a disagreement between an individual, or the Association, and the employer concerning interpretation, application or enforcement of the terms of this agreement.
- 5-2 For the purpose of this Article, a “school day” is defined as any calendar day that the school offices are open for business.
- 5-3 Timelines can be extended at any step, by written mutual agreement. Failure of the District to observe the time limits shall entitle the employee to advance the grievance to the next step. Conversely, failure on the part of the employee or Association to comply with the time limits negates the right to continue with this procedure.
- 5-4 **Grievance Steps**

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

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

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

STEP 1 – School Principal

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

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

STEP 2 – Superintendent of Schools

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

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

STEP 3 – School Board

If the aggrieved person is unsatisfied with the decision rendered by the Superintendent, he shall file his appeal with the School Board within seven (7) days following the receipt of the completion of Step 2. The Board will hear the grievance at the next subsequent regular meeting as long as it can be posted to the agenda in compliance with Nevada law. On special circumstances the Board may schedule a special meeting in compliance with the posting requirement of the Nevada Revised Statutes. The decision of the Board will be furnished to the grievant in writing within seven (7) days of the Board's meeting.

STEP 4 – Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to mediation within seven (7) school days after the Board's response in Step 3.

Procedures for Grievance Mediation:

1. The Superintendent or designee must respond to a grievance request for mediation within seven (7) school days;
2. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS);
3. The parties agree to comply with the rules and procedures of the FMCS and will equally split any fees or costs of the Mediator imposed by FMCS.

STEP 5 – Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step ~~3~~⁴, then the aggrieved party must present the grievance to binding arbitration within seven (7) school days after the Mediation.

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

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

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

5-5 Arbitration Costs

The costs of all arbitration shall be borne as follows:

- b. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparations of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- c. The arbitrator's fees and expenses and the cost of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property, by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.
- d. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. The individual parties will be responsible for copies of transcripts.

5-6 Rights to Representation

- 1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article.
- 2. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

5-7 No Reprisals

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

5-8 Cooperation of the Employer and Association

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

5-9 Personnel Files

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

ARTICLE VI – ASSOCIATION AND TEACHER RIGHTS

- 6-1 Both parties hereby agree that every certified employee of the school district has the right to freely join, or to refrain from joining the association.
- 6-2 The school board will not discriminate against any teacher by reason of his membership in the association, his participation in any activities of the association, or his participation in any grievance.
- 6-3 The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations.
- 6-4 Duly authorized representatives of the association and the organizations with which the association is affiliated, not employed by the Mineral County School District, shall not be permitted to discuss matters pertaining to association business during the formal school day without the prior approval of the school principal.
- 6-5 The association shall have the right to place notices and other material on designated school bulletin boards and in the teacher's mail boxes.
- 6-6 The teacher should be protected by the principal against unnecessary interruptions by other school personnel, pupils and parents. This is not to exclude normal classroom visitations.
- 6-7 Routine maintenance and repair work should be accomplished with the least possible interference to classroom activities at the discretion of the principal.
- 6-8 The association shall be allowed adequate time during the first general meeting of all teachers at the beginning of each school year for presentation of the local association and its officers.
- 6-9 At the beginning of each school year the Association will be credited with a total of five (5) aggregate paid school days to be used by teachers who are officers or representatives of the Association, such use to be at the discretion of the Association. The Superintendent or designee will be notified no less than twenty-four hours prior to the commencement of such leave. Approval of such leave will be granted by the Superintendent or designee except where the services of a substitute teacher cannot be retained. The Association agrees to reimburse the District for these days at the daily rate of pay/benefits (e.g. Medicare, SIIS, social security, etc.) of the substitute teacher. Such days shall not accrue in excess of ten (10) paid school days from year to year.

- 6-10 Pursuant to NRS 391.755, disciplinary documents may be removed from an employee's personnel file three (3) years after they are issued.
- 6-11 With twenty-four (24) hours notice to the district office an employee may review their personnel file. An employee shall be given a copy of official material prior to it being placed in the file and shall date and initial or sign the material prior to its placement in the file. Anonymous, unattributed or inappropriate material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in his/her personnel file. The employee shall have thirty (30) days from receipt of the material to submit the written response. This written response shall then be attached to the appropriate file material and placed in the file.

ARTICLE VII – TEACHER LOAD

- 7-1 All secondary teachers shall, in addition to their lunch period, have at least four unassigned periods on a 4 day school week and have at least five unassigned periods on a 5 day school week. Secondary teachers assigned a semester schedule without a daily conference period shall be compensated accordingly. Part-time teachers must work at least seventy-five percent (75%) of the work day to be allowed a prep period.
- 7-2 Secondary school teachers shall not be required to teach more than two (2) subject matter areas.
- 7-3 Teacher participation in such extra-curricular activities as clubs, theatricals, musicals, and similar events, for which no compensation is offered, shall be voluntary.
- 7-4 Teachers shall have a duty free lunch period of not less than thirty (30) minutes without interruption.
- 7-5 The Association President will appoint a calendar committee. The Association calendar committee will prepare a calendar proposal for the next school year to be presented to the board for approval by first regularly scheduled board meeting in **March**. Final determination will rest with the Board.
- 7-6 a) **Five-day work week**. The workday is 7 hours and 40 minutes including a thirty-minute duty free lunch break.
- b) **Four-day work week**. The teacher work day will be 9 hours. The workday is 9 hours with a thirty-minute duty free lunch break.

The work week for a four (4) day teacher shall be equal to that of a (5) day teacher during a contract year (83,720), this includes a 30 minute duty free lunch.

7-7 All K-6 teachers shall be provided 30 minutes consecutive preparation time four times per week during the student contact day, excluding preps that may happen during holidays, first and last weeks of school. A teacher cannot have the same Monday prep every year. Prep schedules must rotate on an annual basis.

Teachers shall be compensated for missed preparation time using the following scale based on \$15.00 reimbursement per 30 minute increment of preparation time:

Zero (0) preparation periods received during one school week	\$60.00
Only one (1) preparation period received during one school week	\$45.00
Only two (2) preparation periods received during one school week	\$30.00
Only three (3) preparation periods received during one school week	\$15.00

The district's spreadsheet will be used to submit documentation of missed preparation time to payroll on a bimonthly basis, by the site office staff. Payment will be issued monthly on the 25th.

7-8 The Mineral County School District and the Mineral County Classroom Teachers' Association recognize that the passage or amendment of the federal Elementary and Secondary Education Act (ESEA) does not supercede or negate the obligation of the parties to bargain when there is an impact on employee wages, hours, or other mandatory subject(s) of bargaining. Therefore, the subject(s) of bargaining due to the implementation of any of the components of ESEA, negotiation will commence promptly upon the request of either party.

ARTICLE VIII – NON-TEACHING DUTIES

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

1. Non-teaching assignments, including but not limited to supervision of corridors, playgrounds, lunchrooms, streets and sidewalks, and the loading/unloading of buses. All of the foregoing must have adult supervision.
2. Collecting money from students: If a collection by the teachers is deemed necessary, the teacher shall not be held responsible for loss.
3. Duplicating instructional and other materials, and other similar clerical functions.

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

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

ARTICLE IX – VACANCIES AND PROMOTIONS

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

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

The term “reassignment” is the movement of a licensed employee from one grade level/subject area to a different grade level/subject area at the same work site.

- 9-2 Promotional positions are defined as positions paying a salary differential and/or positions on the administration-supervisory level.
- 9-3 Vacancies which occur in new or existing bargaining unit positions will be posted at the District Office, on the District’s web site, on faculty bulletin boards, and will be advertised for at least 5 working days prior to the selection of a person to fill the vacancy. Notice of vacancies shall be emailed to teachers and will be placed in teacher’s mailboxes while school is in session. When a vacancy is posted it will be accompanied with qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.
- 9-4 The administrator of each site will ask each teacher at his/her respective sites for their preference(s) for transfer/reassignment between **March 1st** and **April 1st** of each school year. A form provided by the District will be used for this purpose. The completed forms will be kept on file at the Central Administration Office for one year.
- 9-5 The District recognizes that it is desirable, when making assignments, to consider the interests and aspirations of its teachers. Every attempt will be made to fill vacancies from within the district. Only current, properly licensed employees are eligible for transfer/reassignment to any vacancy. Vacant positions and/or the resulting subsequent openings will be posted according to section 9-3. Requests for transfer/reassignments will be given first consideration. If no current employees are accepted for the position then out of district applicants will be considered for the position.
- 9-6 Interested persons who request a transfer/reassignment must reply in writing within five (5) days after the vacancy advertised dates as per 9-3. A teacher who has been denied a

transfer/reassignment will be provided with a written explanation stating the reasons for the denial within three (3) days.

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

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

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

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

ARTICLE X – LEAVE OF ABSENCE

All leave granted and utilized will be in hourly units. Application for leave of absence under these provisions should be submitted as far in advance as possible to the principal for clearance.

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

- 10-1 SICK LEAVE – maybe taken in hourly increments.

- 10-1-1 At the beginning of each school year, fifteen (15) days (115 hours) of sick leave shall be allowed for each certified employee whose contract is written for one school year and each year thereafter until a total of one hundred eighty (180) days (1,380 hours) maximum is reached. Once the one hundred eighty (180) days (1,380 hours) maximum is reached, those days shall be banked. Thereafter, each employee shall have the ability to accrue the maximum of fifteen (15) days (115 hours) of sick leave per year to a maximum of an additional one hundred eighty (180) days (1,380 hours). If a certificated person should terminate his or her contract before the full term is completed and should

have used all fifteen (15) days (115 hours) of sick leave allotted, that portion of sick leave shall be deducted from the final salary at the rate of 1/182 of the total salary for each day not earned.

Sick leave for certificated persons whose contracts are not written for one full year shall be prorated on the basis of fifteen (15) days (115 hours) per school year at the beginning of the of the contract period of each school month of such period. Deductions shall be made as above should a total accrual of sick leave used not equal the amount earned, but shall be made on the basis of the total number of days employed in the event of termination before the expiration of the contract period. For those schools on a four day week, the personal leave and sick leave will be pro-rated at a ratio of 1.25 days for each Teachers day taken.

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

1. Medical appointments for teacher and/or immediate family members. For the purpose of this article, immediate family includes parents, children and spouse of the teacher, and parents and children of the spouse, and others living in the same household. Teachers will attempt to schedule appointments outside the school day if possible. If appointments must be made during the school day, efforts will be made to schedule them on Tuesdays, Wednesdays or Thursdays.
2. Personal illness, temporary disability or accident to teacher or immediate family.
3. Diagnostic tests which cannot be scheduled during vacation periods without being detrimental to the health and safety of the teacher.
4. Pregnancy and related medical problems. Determination of commencement and termination of commencement and termination of the leave shall be made by the teacher and her physician.
5. Death in the immediate family of the employee. Specifically; mother, father, sister, brother, son, daughter, husband wife, grandparents, or grandchild.
6. Other deaths or serious illness with recommendation of the principal and approval of the superintendent.

10-1-3 Full-time employees shall be members of the sick leave plan. Employees working more than half-time but less than full-time, shall be granted a percentage of sick leave days equal to the percentage of days works, rounded to the nearest $\frac{1}{4}$ day.

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

10-1-5 A doctor's statement may be requested at the discretion of the principal.

10-1-6 Effective July 1, 1979, a certified employee of the Mineral County School District, shall, if he/she dies while under contract with the Mineral County School District, receive payment for accumulated sick leave at the rate of 50 % of the employee's salary. Said benefit will be paid to the estate of the deceased.

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

1. Any remaining money for a given year will be added to next year's money.
2. Said Fund shall be established as a Trust and Agency account, which will maintain a maximum yearly balance of \$22,750.00.
3. All payments will be made on **July 25th** of a given year for those employees retiring during the prior school year.
4. If re-employed for the following year by the district, sick leave payment is to be repaid to the fund plus interest at the current rate. If repaid, sick leave accumulation will be restored at level of time of retirement.

10-2 PROFESSIONAL LEAVE

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

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

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

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

10-2-5 Should the leave be granted, the returning teacher will be assigned to the same position or to a similar position for which he or she is qualified, provided all conditions of the leave

were met. Prior to **April 1**, of the next contract year the teacher shall submit verification that the conditions have been met or will be by **June 1**. Should it be determined terms were not met after being assured and verified that the employee did meet them, the employee will be subject to immediate dismissal. All financial benefits related to leaving the district would be forfeited.

10-3 TEMPORARY LEAVE

10-3-1 Three (3) days of personal leave shall be given to certificated employees. The request must be approved by their building principal. Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, Spring Break, Summer vacation, or the first 5 working days of a teacher's contract and the last 5 working days of a teacher's contract.

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

The building principal shall respond in writing to the request within 24 hours or sooner.

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

Certificated employees with the following continuous service shall be granted:

- 10 years 4 personal days maximum 3 carry over days
- 15 years 5 personal days maximum 4 carry over days
- 20 years 6 personal days maximum 5 carry over days
- 25 years 7 personal days maximum 6 carry over days
- 30 years 8 personal days maximum 7 carry over days

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

- A. Legal transactions
- B. Advanced educational consultations, examination, or graduation

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

Verification of the purpose may be requested by the principal.

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

Such absence shall not be granted during the first or last five days of the school year. Additional day's absence may be requested under the reasons listed above, if, upon petition permission is granted by the superintendent. Additional days granted shall be considered leave without pay.

10-4 EXTENDED LEAVE

- 10-4-1 A teacher has the constitutional right to become a candidate for any elective office and to serve in such elective office if elected. Regularly appointed teachers who have completed at least four (4) continuous years shall be granted leave of absence without pay to serve in any State Legislative Office. When the Legislative Session is over, the teacher may return to his/her classroom provided the return is not later than six (6) schools weeks prior to the end of the semester. If the return is later than six (6) weeks, the teacher shall be offered substitute teaching for the balance of the semester at his/her regular salary.
- 10-4-2 A leave of absence of up to one year, without pay or increment may be granted. Such leave may be extended for an additional year. All such leave shall be approved by the school board.
- 10-4-3 Upon return of a teacher from leave of absence, he/she will be assigned to the same or similar position for which he/she is qualified.
- 10-4-4 Since teachers on leave of absence have not resigned, they shall at their option, be considered as members of the teaching staff for insurance purposes, with the employee paying the full amount of such premium, subject to the approval of the insurance carrier.

ARTICLE XI – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 11-1 The board agrees to provide upon application and approval, the necessary funds for teachers who desire to attend select professional conferences affiliated with national or state organizations. Travel and per diem shall be deemed appropriate expenses of the school district, as well as the cost of substitute teacher if needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Application will be made to the superintendent for approval via the teacher's principal. Fifteen (15) days advance notice of the conference will be given except in an emergency. The Superintendent shall respond to the request within five (5) days.
- 11-2 Either at the request of the association, or on the District's initiative, arrangements may be made through the superintendent for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Teachers shall not be required to

attend meetings conducted by salespersons representing non-education related companies or organizations.

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

ARTICLE XII – TEACHER PROTECTION

- 12-1 No action shall be taken upon a complaint made by the parent of a student directed towards a teacher, nor shall any reference to the complaint be included in the teacher's personnel file, unless the teacher is duly notified.
- 12-2 A teacher shall normally be provided with the opportunity to be included in conferences between parents and the administration when the conference pertains to the teacher's relationship with one of the students. Where there is contact between administration and a parent regarding a complaint or problem with a child and/or teacher; the teacher involved will be immediately informed of the nature of the complaint/problem and any proposed action to be taken, if decisions have been made regarding potential action.

An employee shall be entitled to a representative from the Association for advice and representation during such meeting or interviews.

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

A teacher may be subject to suspension, demotion, dismissal or termination for the reasons contained in NRS 391.

Disciplinary action resulting in written admonition (NRS 391), suspension, demotion, dismissal or termination may be grieved up to final and binding arbitration pursuant to Article V (Grievance Procedure).

Written disciplinary action not resulting in written admonition (NRS 391), suspension, demotion, dismissal or termination may only be grieved up to and including the School Board and not to binding arbitration pursuant to Article V. The Board's decision on whether there was just cause for the written disciplinary action shall have no precedential effect in any arbitration. The arbitrator's decision on whether there was just cause for a written admonition, suspension, demotion, dismissal or termination shall be based solely on the evidence presented at the hearing.

Nothing in Article 12-3 shall be construed as superseding the provisions of NRS 391.

- 12-4 An employee may retrain a pupil when it is essential for self-defense or for the protection of other persons or property or to quell a disturbance threatening physical injury. Excessive or unreasonable force is not authorized.
- 12-5 An employee shall be given a copy of all adverse information/material prior to its being placed in the personnel file and shall date and sign and may respond in writing within 15 days of receipt of the adverse information/material and have such response attached to the adverse information/material prior to its placement in the file.
- 12-6 Teachers will immediately report in writing to the school principal all cases of assault and battery suffered by them in connection with their employment. This report will be forwarded to the superintendent and the school board for the school board's appropriate action.

ARTICLE XIII – TEXTBOOKS

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

Supplementary materials shall be considered if evidence can be provided to justify the educational value and economic investment.

ARTICLE XIV – SUPPLIES/EQUIPMENT

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

- 14-1 Teachers' recommendations on quality and durability of supplies and equipment shall be considered when re-ordering.
- 14-2 Teachers shall retain a copy of the requisition form whereupon they have requested supplies and equipment and shall be informed of the disposition of their request by the principal.

ARTICLE XV – TEACHER FACILITIES

- 15-1 Each school shall have the following facilities:
1. Space in each classroom in which each teacher may securely store instructional materials and supplies.

2. A locked space in each classroom in which teachers may store personal belongings. Teachers shall request locks when needed.
3. A teacher lounge/work area containing adequate equipment and supplies to aid in the preparation of instructional materials. The adequacy of the equipment shall be determined by the principal and his staff. Provisions shall be made for access to the teacher lounge/work area by teachers at any time based upon the need of all teachers at their specific work site. Materials and/or equipment are not to be used for personal reasons.
4. An appropriately furnished room to be used as a faculty lounge. Every attempt will be made to provide adequate local telephone service.
5. Clean and conveniently located restrooms, separate for each sex. These are to be separate from the student's restrooms.
6. An adequate lunchroom within existing cafeterias for the use of the teaching staff exclusive of students.

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

ARTICLE XVI – TEACHER EVALUATION

- 16-1 Listening unobserved and the use of audio-systems and similar surveillance devise shall be strictly prohibited in any evaluation procedure. Nothing in this section prevents an administrator, who observes inappropriate behavior or teaching methods, from notifying the employee of such observation, as long as this observation is brought to the attention of the employee within five (5) school days.
- 16-2 Teachers will have the right, upon request, to review the contents of their personnel file, with the exception of confidential matters.
- 16-3 Administrators will have the option to urge probationary teachers to receive additional education in specific areas of education where deficiencies exist, as a provision of re-employment.
- 16-4 The parties agree to comply with NRS 391 that all teachers be observed using the Nevada Evaluation Performance Framework (NEPF) time frames and guide lines.

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

ARTICLE XVII – EARLY RETIREMENT INCENTIVE

17-1 Early Retirement Incentive/Bonus

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

REQUIREMENTS:

1. Maximum of 3 employees per fiscal year with seniority in the district being the determining factor.
2. Must notify the District in writing by **May 10th** of intention to retire at the end of the school year. It is understood that should the applying teacher not be selected for the incentive said teacher may withdraw his/her notice of intent to retire. In the event that a teacher submits their intention to retire after **May 10th**, the district will consider approval of an incentive after consultation with the union. Early Retirement Incentives will be decided on a case by case basis through consultation with the union.
3. Retirement may not be in the middle of a school year.
4. Must have completed the contract term of employment within which eligibility was reached.
5. Employee must have all included years of service in the Mineral County School District.

PAYMENT OPTIONS:

1. Lump sum payable with final paycheck.
2. Pay 2 lump sum with final paycheck and 2 lump sum on **January 10th** of the year following retirement.
3. Lump sum payable on **January 10th** of the year following retirement.

17-2 PERS – Purchase 1 year

Employees retiring from the District and qualifying for a Nevada PERS retirement may request to cash in 180 days of accrued sick leave in exchange for the District purchasing one (1) year of Nevada PERS service credit subject to any requirements of Nevada law including Nevada PERS regulations in effect at the time of the retirement. For employees with 15 years or more of service in the district who accrue 45 days of sick leave beyond the first 180 days, the District will purchase an additional 1/5 year of Nevada PERS

service credit up to a maximum of 1 year service credit. This benefit shall not exceed 2 years of Nevada PERS service credit. This benefit is in lieu of the benefit provided by 17-1 and the number of employees who may opt for the benefit under 17-2 is the number (not exceeding 3) that insures that the combination of employees approved for 17-1 and 17-2 does not exceed the cost of the District approving three employees retiring under 17-1 computed as 3 x 100% of column 1 step 0. Employee(s) may request benefits under section 17-1 or 17-2 but not both.

Intent of this new language is that there would be no additional cost to District over cost of approving 3 employees under section 17-1. Currently the maximum cost under section 17-1 is 3 employees x **\$31,690 = \$95,070 (2007-08)**; 3 employees x **\$33,275 = \$99,825 (2008-09)** 3 employees x **\$35,535.78 = \$106,607.34 (2016-17)**. The District cannot guarantee that this event will be exempt from federal tax consequences.

ARTICLE XVIII – REDUCTION IN FORCE

- 18-1 The board may, upon giving written notice, refuse to re-employ any teacher for the next contract year due to a justifiable decrease in teaching positions due to decreased enrollment, district reorganization or lack of funding; provided there is consultation with association prior to the decision to make any such reductions.
- 18-2 On or about **October 30th** of each year, the superintendent will provide the association with a list showing the seniority of each teacher employed by the board, their areas of certification and courses taught and will thereafter, promptly notify the association of any changes in said list. The superintendent will at all times have posted in his office a current list which will be available for inspection during regular working hours by any teacher and/or the association.
- 18-3 In the event such justifiable reductions in force are made, reductions shall first be made among teachers with less than two years of service within the Mineral County School District. With respect to reduction in force the principle of seniority within the District shall govern, provided that qualifications are relatively equal, and provided further that no teacher qualified to teach a particular assignment or grade level as evidenced by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment or grade level as prescribed above.
- 18-4 Any post-probationary teacher (employee) in good standing at the time of being laid off for the reasons stated in section 18-1 who wants to be considered for recall will be notified for a period of up to two (2) years following the effective date of the layoff that the District intends to fill a vacancy for which the teacher is certified. An employee desiring such notification is required to provide the District a written request at the time of the layoff, including forwarding address and personal email address. The employee is solely responsible for keeping the District informed in writing of any future change of addresses. The employee must respond in writing within fourteen (14) days of the date the District sends the notice of the vacancy (via certified mail and personal email) to the

most current forwarding address provided by the employee. If the response is received within the above fourteen (14) day time frame, the District will give preference to the former employee with the most prior service with the District over similarly qualified candidates from inside and outside of the District if the former employee meets all qualifications for the position, i.e. remains certified for the position, and remains in good standing with the Mineral Country School District, any interim school districts where the employee was employed during the period of the layoff and the Nevada Department of Education. If no timely request for re-employment is received within fourteen calendar days of the date of mailing or emailing the notification(s), the District may immediately refill the position from qualified applicants from within or outside the District.

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

ARTICLE XIX-SALARY SCHEDULE

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

*The units referred to as “plus” as in “plus 12 grad. sem. hrs or 20 sem. hrs., etc. @ means credits achieved after completion from an accredited teacher preparation program qualifying the candidate for all minimum requirements for Nevada licensure.

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

** Exceptions include guidance counselor, nurse and Speech Pathologist

ARTICLE XIX-SALARY SCHEDULE (cont)*

19-2 SALARY TABLE – 2019-2020

*The units referred to as “plus” as in “plus 12 grad. sem. hrs or 20 sem. hrs., etc. @ means credits achieved after completion from an accredited teacher preparation program qualifying the candidate for all minimum requirements for Nevada licensure.

	I* After Bachelor Degree*	II* After Bachelor Degree + 12 grad sem Hrs. or 20 Sem hrs	III* After Bachelor Degree + 24 grad sem Hrs. or 34 sem hrs	IV* After Master or Bach. + 48 sem hrs	V* After Masters Deg. +16 grad cr or +24 Undergrad cr or combo of both or BA+72 sem hrs
YRS EXP.					
0	37333.81	38827.16	40320.51	41813.86	43307.21
1	38827.16	40320.51	41813.86	43307.21	44800.56
2	40320.51	41813.86	43307.21	44800.56	46293.91
3	41813.86	43307.21	44800.56	46293.91	47787.26
4	43307.21	44800.56	46293.91	47787.26	49280.61
5	44800.56	46293.91	47787.26	49280.61	50773.96
6	46293.91	47787.26	49280.61	50773.96	52267.31
7	47787.26	49280.61	50773.96	52267.31	53760.66
8	49280.61	50773.96	52267.31	53760.66	55254.01
9	50773.96	52267.31	53760.66	55254.01	56747.36
10	52267.31	53760.66	55254.01	56747.36	58240.71
11	53760.66	55254.01	56747.36	58240.71	59734.06
12	55254.01	56747.36	58240.71	59734.06	61227.41
13		58240.71	59734.06	61227.41	62720.76
14			61227.41	62720.76	64214.11
15				64214.11	65707.46
16				65707.46	67200.81
17				67200.81	68694.16
18/19	55754.01	58740.71	61727.41	67700.81	69194.16
20/on	56254.01	59240.71	62227.41	68200.81	69694.16

\$37,333.81 – Base, \$1,493.35 – Increments, *Employer Paid Retirement

** Exceptions include guidance counselor, nurse and Speech Pathologist

(cont)

For each additional two years, employees will receive an additional \$500 above regular placement on the salary schedule and \$500 increments shall continue every two years with the final increment being applied when the employee has completed 30 years of service. *The units referred to as “plus” as in “plus 12 grad. Sem. Hrs or 20 sem. Hrs., etc. @ means credits achieved after completion from an accredited teacher preparation program qualifying the candidate for all minimum requirements for Nevada licensure.

For fiscal year 2019-2020 and 2020-2021, all affected employees shall be placed on the appropriate step and column commensurate with their current years of experience and education level.

19-3 Extended and Special Contracts: In the event that the District requires a certified employee to report for work before the normal start of the school year or remain after the normal close of the school year the employee will be compensated at the daily rate of their annual contract salary for each day required to work. The school district will consult the association and include at least one official association representative in the interview process before offering or posting any positions that require an extended or special (including grant funded) contracts. All extended and special contracts, excluding Extra Duty contracts, must be reviewed, advertised, and selected on an annual basis.

19-4 FYS 2019-2020: Increase the 2017 -2018 salary schedule by 3%. The agreement shall be retroactive to July 1, 2019, for the 2019-2020 school year, based on the salary schedule in Article 19, with employees placed on the appropriate salary schedule step position as applicable for the 2019-2020 school year.

FYS 2020-2021: Increase the 2019-2020 salary schedule in Article 19 by 2%. Beginning July 1, 2020, employees will be placed on the appropriate salary schedule step position as applicable for the 2019-2020 school year.

2020-2021: The parties shall each have the right to open no more than four (4) articles in addition to Article 19 and Article 21 following the trigger percentage.

ARTICLE XX – EXTRA DUTY PAY SCHEDULE

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

20-2 The Extra Duty Pay for district wide positions.

	<u>INDEX*</u>
Mentor for newly hired teachers	.55 first mentee
Maximum two (2) mentees per teacher mentor per year	.25 second mentee

The Extra Curricular Activity Pay for the Senior High School.

<u>ATHLETICS</u>		<u>INDEX*</u>
Athletic Director	(1)	1.80
Head Baseball Coach	(1)	.90
Asst. Baseball Coach	(1)	.75
Head Basketball Coach	(2)	.90
Asst. Basketball Coach	(2)	.75
Dance Team Advisor	(1)	.55
Head Football Coach	(1)	.90
Asst. Football Coach	(1)	.75
Boys' Golf Coach	(1)	.90
Girls' Golf Coach	(1)	.90
Pep Club/Cheerleader Advisor	(1)	.75
Head Softball Coach	(1)	.90
Asst. Softball Coach	(1)	.75
Head Track Coach	(1)	.90
Asst. Track Coach	(1)	.75
Head Volleyball Coach	(1)	.90
Asst. Volleyball Coach	(1)	.75
Wrestling Coach	(1)	.90
Pep Band Advisor**	(1)	.60

(**minimum all varsity girls and boys home football and basketball games, post season games and all local parades)

<u>ACTIVITIES</u>		
Activities Director	(1)	1.35
Asst. Activities Director	(1)	.45
Academics Olympics	(1)	.45
Annual Sponsor	(1)	.55
Drama Club Director (2 plays)	(1)	.75
Drama Club Assistant (2 plays)	(1)	.55
FCCLA Advisor	(1)	.55
School Paper Advisor	(1)	.35

The minimum team size shall be 10 students to hire a head coach. If a team does not meet this requirement within the first ten days of a season, the team will be disbanded. Team sizes must increase to 15 students to add an assistant coach, this does not include combining junior and senior high students. The team must maintain a minimum of 15 students for 50% of the season in order to maintain an assistant coach, at mid-season if the team does not have 15 or more students the assistant coach will be relieved of duties and paid 50% of the stipend. Golf teams must maintain a minimum of 5 students for 50% of the season, not combining junior and senior high students. All exceptions go before the Superintendent with appeal to the Board of Trustees for approval. The site administrator and Superintendent may approve additional assistant coaching position(s) upon the request of the Athletic Director.

20-2-1 Employees holding the positions listed in this section shall be paid by separate check in the first certified pay period following the end of the activity. Any employee holding the positions listed in this section whose position requires more than half a school year to complete the extra duty assignment shall receive half the stipend during the first December pay period.

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

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

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

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

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

The district reserves the right to determine teacher load and impact on the classroom.

Extra duty assignments are dependent upon ability and prior satisfactory evaluations.

20-3 The Extra Curricular Activity Pay for the Junior High and Elementary Schools.

	<u>INDEX*</u>
Asst. Coach Girls Basketball 7 th grade	.60
Head Coach Girls Basketball 8 th grade	.60
Asst. Coach Boys Basketball 7 th grade	.60
Head Coach Boys Basketball 8 th grade	.60
Asst. Coach Girls Volleyball 7 th grade	.60
Head Coach Girls Volleyball 8 th grade	.60
Asst, Coach Wrestling 7th grade	.55
Head Coach Wrestling 8th grade	.60
Asst. Coach Track 7th grade	.55
Head Coach Track 8th grade	.60
Student Council Advisor	.35
Elementary Intramural Sports	.25
Middle School Athletic Director	.75
Program Sponsor – Junior High/High School	.55
Program Sponsor – Elementary (2)	.55

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

The minimum team size shall be 10 students to hire a coach/supervisor for all sports, intramurals, or sponsors.

During the first two years of experience in the same extra-curricular activity at the same school in Mineral County School District the pay will be based on the B.A. minimum salary. After two years of experience in the same extra-curricular activity at the same school in Mineral County School District, the pay will be based upon the M.A. minimum salary. A break in service of two years or less does not eliminate years of experience in the extra-curricular activity. If a listed extra-curricular activity was previously listed as intramural the years of experience an advisor or coach receives as an intramural advisor or coach will count for years of experience in the same extra-curricular activity in the same school. Pay for movement from an intramural coach/sponsor will not place an individual higher than the listed beginning step for a sports coach. Years of experience must be earned in the same extra-curricular activity in the same school at Mineral County School District. Proper employment posting and hiring procedures must be followed one month prior to the start of any extra duty activity for any non-employee and two weeks for any Mineral County School District employee for any open extra duty positions._

This pay schedule is based on an index with 1.00 being equivalent to ten percent (10%) of the appropriate base salary. No extra duty curricular activity will be paid without the proper submission of fully signed contracts between the coach and building principal submitted to Human Resources (qualifications found in Mineral County School District Board Policy GBBM1).

The indexes do not apply when the name activity is incorporated as part of the regular curriculum.

20-3-1 Employees holding the positions listed in this section shall be paid by separate check in the first certified pay period following the end of the activity.

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

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

*This pay is based on an index with 1.00 being equivalent to ten percent (10%) of the minimum baccalaureate salary.

- 20-5 A fund of **\$3832.02 (2015-16), \$3,946.98 (2019-2020), \$4,025.92 (2020-2021)** will be established at the High School, a fund of **\$478.48 (2015-16), \$492.83 (2019-2020), \$502.69 (2020-2021)** at the Junior High School. An increase in this account will be granted at the rate of increase granted on the base salary schedule each year effective for the 1990-91 school year.
- 20-6 Homebound instructors will be paid \$25.00/hr. Maximum hours weekly are five (5).
- 20-8 Teachers will be paid for covering another teacher's class during their prep period based on the following circumstances: 1) school related only, 2) a full period, 3) to be paid the amount of \$30.00. In the case of an elementary teacher who had another teacher's students, the teacher would be paid at the established substitute rate.
- 20-10 Enhanced Compensation – The District and the Association agree to comply with NRS 288 as mandated by Assembly Bill (AB) AB2, or any other legislation requiring negotiation.

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

ARTICLE XXI – GROUP INSURANCE

- 21-1 The Mineral County School District, its Board of Trustees, the Mineral County Classroom Teachers Association, and Mineral County Classified Organization recognize the need to stabilize the expenses from the general fund in providing health insurance. To that end, the parties agree to the following:
 - The insurance advisory committee shall have access to all information provided to the District by the plan administrators.
- 21-2 Once the insurance plan is established, changes in the terms and conditions of the present Mineral County School District's Health and Accident Insurance Plan, including, but not limited to premiums, plan administrator, carrier, benefits and features, shall only be made by negotiating pursuant to NRS 288 once these changes in terms and conditions exceed a 7% difference over present Plan stipulations. The District absorbs changes up to the 7% conditions.

The district agrees to pay up to \$646.01 per month of the health insurance premium, which includes medical, vision and dental. For HRA and HSA plans only \$1000 (which is \$83.33 per month) of the deductible, for a total of up to \$729.34, beginning January 1, 2019. The \$1000 would be applied, up to \$718.78 per month, to offset a PPO premium for those choosing a PPO plan.

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

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

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

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

21-5 Disputes over the interpretation of this agreement are subject to the Grievance Procedure in the parties' Professional Negotiation Agreement.

ARTICLE XXII – PAYROLL DEDUCTIONS

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

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

22-3 Teachers may from **September 1-30** and **March 1-31** sign an assignment authorizing deduction of payments for tax shelter annuities to any company of their choice, provided that company offers free handling service both to the Mineral County School District and employees.

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

ARTICLE XXIII – CONTRACTS

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

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

Any licensed employee who is reemployed pursuant to subsection 1 shall, by May 10, notify the board in writing of the employee's acceptance of employment. Failure on the part of the employee to notify the board of his or her acceptance within the specified time is conclusive evidence of the employee's rejection of the contract.

If the licensed employees are represented by a recognized employee organization and negotiation has been commenced pursuant to NRS 288.180, then the provisions of subsections 1, 2 and 3 do not apply except in the case of a demotion, dismissal or decision not to reemploy an employee. Before May 10 of each year, the employees shall notify the board in writing, on forms provided by the board, of their acceptance of reemployment. Any agreement negotiated by the recognized employee organization and the board becomes a part of the contract of employment between the board and the employee. The board shall mail contracts, by certified mail with return receipts requested, to each employee to be reemployed at the last known address of the employee or shall deliver the contract in person to each employee, obtaining a receipt therefore. Failure on the part of the employee to notify the board of the employee's acceptance within 10 days after receipt of the contract is conclusive evidence of the employee's rejection of the contract. With consequences as set forth in NRS 391.350.

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

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

ARTICLE XXIV – GENERAL SAVINGS CLAUSE

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

TERMS OF AGREEMENT

This agreement shall be effective as of July 1, 2019, and the terms and conditions herein shall remain in full force and effect until June 30, 2021, or until such time that a successor agreement is negotiated and ratified by both the Mineral County School District Board of School Trustees and the Mineral County Classroom Teachers' Association.

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

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

16 Day, of the month July, in the year 2019.

MINERAL COUNTY CLASSROOM TEACHERS' ASSOCIATION

By: Tricia Schumann

Tricia Schumann, President

Mineral County Classroom Teachers' Association

MINERAL COUNTY SCHOOL DISTRICT

By: Tyler Viani

Tyler Viani, Board President

Mineral County School District

APPENDIX A

SPECIAL EDUCATION DIRECTOR SPECIAL ASSIGNMENT

MCCTA and Mineral County School District recognize that the position of Special Education Director must be filled by an existing certified employee with the appropriate licensure to meet the needs of the district in maintaining compliance with special education statutes, laws, and reporting.

This position will be advertised to all certified employees of the district for the purpose of gathering applications to fill the position when it becomes vacated by the current Special Education Director. Using a predetermined job description, and after a job interview (in which an MCCTA designee will be included), the candidate who best meets the requirements set forth by the district will be hired for this position. Compensation for this position will be an additional 2.35% of the base salary applied to the employee's net month salary.