

NEGOTIATED AGREEMENT

Between

WASHOE COUNTY SCHOOL DISTRICT

And

ASSOCIATION OF PROFESSIONAL & TECHNICAL ADMINISTRATORS

2019 - 2021

**July 2019
TABLE OF CONTENTS**

| ARTICLE | ARTICLE TITLE | PAGE |
|----------------|--|-------------|
| | Preamble | 3 |
| 1 | Definitions | 3 |
| 2 | Recognition | 4 |
| 3 | Fair Practices | 4 |
| 4 | No Strikes/Work Stoppages | 4 |
| 5 | Impasse | 4 |
| 6 | Disability Clause | 4 |
| 7 | General Savings Clause | 4 |
| 8 | Dues Deductions | 4 |
| 9 | Temporary Leaves of Absence | 5 |
| 10 | Extended Leaves of Absence | 6 |
| 11 | APTA Leave | 9 |
| 12 | Sick Leave, Disability Benefits, and Sick Leave Bank | 9 |
| 13 | Advisory Council | 10 |
| 14 | Use of Facilities | 11 |
| 15 | Required Work Days | 11 |
| 16 | Employee Files | 13 |
| 17 | Dismissal and Disciplinary Procedures | 13 |
| 18 | Reduction in Force | 14 |
| 19 | Problem Solving Procedure | 16 |
| 20 | Administrative Representation | 16 |
| 21 | Grievance Procedures | 17 |
| 22 | Employee Protection | 18 |
| 23 | Professional Compensation | 18 |
| 24 | Administrative Reclassification | 25 |
| 25 | Term of Agreement | 27 |

| | | |
|----|---|----|
| 26 | Ratification | 28 |
| | Appendix A: Title Replacements | 29 |
| | Appendix B: School Psychologist Salary Schedule | 31 |
| | Appendix C: Professional/Technical Administrator Salary Schedule | 34 |
| | Appendix D: Memoranda of Understanding | 37 |
| | Appendix E: Professional/Technical Positions | 43 |
| | Appendix F: Sick Leave Bank Addendum Between APTA (f.k.a. WCEAA) and WSPA | 46 |

PREAMBLE

WHEREAS, pursuant to the provisions of Chapter 288 of the Laws of the State of Nevada, known as the Local Government Employee-Management Relations Act, the Association Of Professional & Technical Administrators (hereinafter referred to as "APTA" or the "Association") has been recognized as the exclusive bargaining representative for the unit hereinafter described by the Washoe County School District Board of Trustees (hereinafter referred to as the Board of Trustees), and

WHEREAS, the Board of Trustees and APTA recognize a common responsibility to work together in cooperation in order to achieve high quality education and to cooperate in their common aims and their employer-employee relationships.

NOW, THEREFORE, the said parties have as a result of joint discussions agreed upon the following terms concerning the conditions of employment for all members of the bargaining unit represented by APTA.

**ARTICLE 1
DEFINITIONS**

- 1.1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "**employees**" as used in this Agreement, shall refer to employees who are paid on the certificated Psychologists or Professional-Technical salary schedules, with the exception of such employees who are excluded by NRS 288. Professional Technical Employees are exempt under FLSA standards and do not require an Administrative License to perform the job responsibility.
- 1.3 The term "Agreement" shall refer to the name of this document as the Professional Negotiation Agreement between the Washoe County School District ("District") and the APTA.
- 1.4 The term "Board of Trustees," as used in this Agreement, shall refer to the Board of Trustees of the Washoe County School District and is the entity known as the local government employer in NRS 288.

- 1.5 The term "Association," as used in this Agreement, shall refer to the APTA, as the bargaining unit.
- 1.6 The term "District" as used in this Agreement, shall refer to the Washoe County School District.
- 1.7 The term "A-4" **Superintendent** as used in this Agreement, shall refer to the A-4 **Superintendent** of Schools of the District or the designated representative of the A-4 **Superintendent**.
- 1.8 The terms "Board of Trustees" and "Association" will include authorized officers, representatives, and agents. Despite references to "Board of Trustees" and "Association," as such, each reserves the right to act hereunder by committee-designated representatives.
- 1.9 The term "School Year" shall refer to NRS 388.080, which states: "...the public school year commences on the 1st day of July and ends on the last day of June."
- 1.10 The term "Immediate Family," pertaining to the use of sick leave, shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the administrative employee.

The term "Immediate Family," pertaining to the use of bereavement leave, shall include those persons named above and also grandmother, grandfather, grandchild, foster parent, and brother-, sister-, daughter- or son-in-law.

**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.
- 8.4 No later than October 10 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues for the organizations named in Section 8.1. Copies of the executed dues authorization for all employees must be submitted to the District. The Association will notify the District monthly of any changes to this list. Any employee desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 10 of each year for that year's dues and the Association must notify the District in writing to discontinue the employee's deduction.
- 8.5 Upon termination of an employee covered by this Agreement, the current month's dues will be deducted from the final check.

The District agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other organization attempting to represent employees for the purpose of collective bargaining related to salaries, hours, working conditions and other fringe benefits for its members.

- 8.6 It is recognized that the District in agreeing to deduct dues is performing solely an administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the District harmless and to reimburse the District for any and all costs, including legal fees it may incur, in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual employee. Further, in the event the District fails to collect dues under this article, either because of a lack of available funds due to the employee or through error, the Association will be responsible for collection of the sum from the employee.

**ARTICLE 9
TEMPORARY LEAVES OF ABSENCE**

- 9.0 LEAVE NOTIFICATION/REQUESTS/APPROVAL

In order to be granted leave, Association bargaining unit members shall submit a "Leave Notification of Request/Approval Form" which will cover all Temporary and Extended Leaves and the conditions for notification, request and approval. The "Leave Notification of Request/Approval Form" shall be accessible from the District website.

9.1 ADMINISTRATIVE LEAVE

Upon prior notification to the immediate supervisor, two (2) days shall be granted each year to employees with contracts of 230 days or more. Employees with contracts of fewer than 230 days shall be granted four (4) days of administrative leave. Administrative leave days may be accumulated to a maximum of eight (8) days over consecutive school years; however, only four (4) consecutive days will be granted per leave request, except in extenuating circumstances as approved by the appropriate supervisor. No deduction from salary will be made by the District and no deduction from accumulated sick leave will be made.

9.2 BEREAVEMENT LEAVE

Employees may be granted one or more leaves of absence with pay, not to exceed twelve (12) days per funeral, to be deducted from accrued sick leave, to attend a funeral of the immediate family as defined in Article 1 of this Agreement.

Up to five (5) days per school year of leave may be granted to attend the funeral of a close, personal friend.

9.3 COMMUNITY SERVICE LEAVE

Upon written request, a leave of absence not to exceed five (5) days in any contract year may be granted by the A-2 **Chief Human Resources Officer** or his/her designee for participation in civic or community activities. Such activities shall include, but not be limited to, service clubs, religious observances, charitable organizations, and political parties. No deduction from salary shall be made for approved leaves of this type.

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 Superintendent, 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 Chief Human Resources Officer, 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 Chief Human Resources Officer or his/her designee in extenuating circumstances. Leaves of less than one (1) year may be approved by the A-2 Chief Human Resources Officer, or his/her designee.

10.1.2 Written notice must be filed with the A-2 Chief Human Resources Officer, or his/her designee by March 1, of the school year during which the leave is effective, stating whether or not the employee plans to return. Failure to give such notice will automatically forfeit the right for the employee to return. Upon written application to the A-2 Chief Human Resources Officer or his/her designee, showing unusual and extenuating circumstances necessitating an extension of the leave of absence, the A-2 Chief Human Resources Officer, or his/her designee may, at his/her discretion, extend the leave for an additional period up to twelve (12) calendar months.

The request to extend the leave of absence must be made no later than March 1, of the school year during which the leave is effective. In cases of extreme emergency, a leave extension may be requested after March 1. The employee must be notified in writing of the A-2 Chief Human Resources Officer or his/her designee's decision within ten (10) days of the decision.

10.1.3 Employees granted a leave of absence will return to duty at the same placement on the salary schedule as shown at the date leave was granted, unless the employee has qualified for advancement. While assurances cannot be given the-employee, 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 SABBATICAL LEAVE

10.2.1 Upon proper application and approval by the A-2 Chief Human Resources Officer, or his/her designee, a Sabbatical Leave of one (1) school year duration may be granted for completion of advanced program of study in the employee's area of specialization. The Association requires:

- A description of the course of study for which the sabbatical leave is requested, including the specific classes to be taken (department, class number & title, if possible);
- Confirmation of formal acceptance into an advanced study program; and

- A description of how the sabbatical leave will benefit the District. (2007)

10.2.2 Employees must have completed seven (7) consecutive years with the District by September 1, of the year in which the leave is to commence, and must not have taken Sabbatical Leave during the preceding seven (7) years. (2007)

10.2.3 Employees must apply by March 1, preceding the school year in which the Sabbatical Leave is to be taken, using forms developed by the Human Resources Office. Employees must substantiate the benefit of the Sabbatical Leave to the District and must describe the nature of the course of study. (2007)

10.2.4 If an employee receives a grant, scholarship, fellowship, job study program, or other academic award after March 1, but not later than August 1, of the school year, the A-2 **Chief Human Resources Officer** or his/her designee shall consider the request for Sabbatical Leave, provided the number of employees approved for Sabbatical Leave has not already exceeded the defined limit. The employee will receive a written notification of the decision within ten (10) days of the decision. (2007)

10.2.5 Salary to be one-half (1/2) of the employee's annual rate in effect during the Sabbatical Leave year. While on leave, the employee shall furnish a surety bond indemnifying the District against loss in the event the employee fails to render the minimum service required after return from leave. If the employee does not wish to furnish a surety bond, payment of Sabbatical Leave salary is to be made in twelve (12) monthly installments added to the salary received by the employee during the year following the year in which the Sabbatical Leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during the Sabbatical Leave, but no other employee benefits may be paid during the period of the Sabbatical Leave with the exception that up to one-half (1/2) of the Benefit Reserve Program (BRP) be paid. The Sabbatical Leave shall count for a year's experience, as if the employee were not on a leave of absence.

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 **Chief Officer Resources Officers**, 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-4 Superintendent, 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-4's Superintendent'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 step applicable at the beginning of such leave, provided that the employee has worked the major portion of the contract days at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

- 10.4.2 Upon reasonable prior notification to the immediate supervisor and documentation, if requested, one parent who is adopting an infant shall be granted up to two (2) days of leave with pay, to be deducted from accumulated sick leave.

ARTICLE 11 APTA LEAVE

- 11.1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of forty (40) days leave without loss of pay for Association members to attend Association meetings, conferences, workshops legislative sessions, and conventions. No individual shall be granted approval for more than twenty (20) days of the forty (40) days allocated to Association representatives, with the exception of the President of the Association. Per diem and/or travel shall not be provided by the Board of Trustees. Should a substitute be required, the Association will reimburse the District for the cost of the substitute.

ARTICLE 12 SICK LEAVE, DISABILITY BENEFITS, AND SICK LEAVE BANK

- 12.1 Each employee shall be credited with fifteen (15) days of sick leave at the beginning of the school year. Accumulation shall be unlimited. The full fifteen (15) days of sick leave are not earned until the employee has completed the entire school year.

If the employee leaves the system before all of his sick leave is earned, a payroll deduction will be made for any unearned days of sick leave used.

Employees who begin service later in the contract year shall be credited with the number of sick leave days that may be prorated for each month of service that may be completed by the end of the contract year.

12.1.1 If the employee leaves the system after being with the Washoe County School District for ten (10) continuous years or more, they will be paid out the following percentage of their sick leave based on the amount of sick days they accumulated and is to not exceed 190 days x the percentage. If the number of applicants exceed the amount of money allotted for the sick leave payout, then the percentage will be prorated to maximize the number of employees receiving the payout. The calculation below is based on the proportional amount that is initially established by the District in calculating all sick leave buyout and then applied to the APTA unit members who qualify. (Appendix G)

If the employee has completed less than 30 years of continuous service with the district the payout is not to exceed 190 days.

If the employee has completed 30 years of continuous service, the sick leave payout is based upon the number of days of the current contract. However, if the employee goes out on ESIP their payout is not to exceed 190 days.

12.2 Sick leave is to be used only if the members are unable to perform their duties. If, in the opinion of the **A-2 Chief Human Resources Officer**, or his/her designee, reasonable cause exists, verification of the member's illness or disability or verification of the member's fitness to return to work may be required in order to charge any portion of the absence to sick leave. If such verification is requested it shall be in writing and provide the detail of the reasonable cause. The **A-2 Chief Human Resources Officer**, or his/her designee, may require an independent medical examination of the member at the School District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District and to the member. Independent medical examinations are to be required judiciously.

Leave with pay for an operation shall be allowed, provided the attending physician certifies that the operation should be performed without delay. Verification from the attending physician may be required at the District's expense.

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-4 Superintendent** 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-4 **Superintendent** 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-4 **Superintendent**.
- 13.2 The purpose of the council is:
 - 13.2.1 to advise the A-4 **Superintendent** regarding procedures, practices, and programs which will result in a more productive educational atmosphere in the District;
 - 13.2.2 improve employee morale;
 - 13.2.3 apprise the A-4 **Superintendent** and staff of actual or potential problems involving the School District;
 - 13.2.4 improve communication between employees, the A-4 **Superintendent**, and staff; and
 - 13.2.5 secure maximum productive and constructive involvement of all employees in their primary goal, which is the educational process of the District.
- 13.3 The Council shall consist of the A-4 **Superintendent**, who shall act as the chairperson; the President of the Association; four (4) members of the APTA, one (1) of which may include the Advocate for APTA; and others who may be called upon by the A-4 **Superintendent** or the Association to attend the meetings.
- 13.4 The A-4 **Superintendent** shall convene the Advisory Council at least four (4) times a year. Additional meetings may be held with the mutual consent of the A-4 **Superintendent** and the President of the APTA.
- 13.5 The agenda of each meeting shall be determined in advance. Both the A-4 **Superintendent** and the Association may place on the agenda any item dealing with the conduct, policies, or welfare of the public schools of Washoe County. Subjects which are mandatory topics for collective bargaining or are covered by the Negotiated Agreement will be excluded from Advisory Council agendas.
- 13.6 The Advisory Council shall adopt its own operational procedures.
- 13.7 Either party may call a meeting of the Advisory Council subject to the provisions of 13.4.

**ARTICLE 14
USE OF FACILITIES**

- 14.1 The Association shall have the right to use school mail boxes and the inter-school mail service and faculty bulletin boards for organizational materials, provided that all such materials are signed by an Association officer or are clearly identified as Association materials and the Association accepts the responsibility for such material. Copies of all such materials shall be provided to the A-4 Superintendent. The Association and individual members will not be prohibited from judicious use of the school mail service and faculty bulletin board.
- 14.2 The Association shall be allowed the use of school buildings for Association meetings on regular school days so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific educational activities and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of the building on other than school days requires the approval of the A-4 Superintendent in addition to the school principal. Any added expense resulting from Association use shall be paid by the Association.

**ARTICLE 15
REQUIRED WORKDAYS**

- 15.1 The minimum number of regularly scheduled working days for employees will be specified in the individual employment agreement.
- 15.2 The maximum number of required days for existing employees shall be 250. Upon ratification of this agreement, all vacation and sick leave accruals will be adjusted for to equalize the current days accrued as it relates to the daily rate.

For example: If the employee is earning \$79,976, the daily rate of pay is \$347.72. Under the 250 day contract, the daily rate of pay is \$ 319.90. If the employee currently has 20 days accrued, equal to \$6,954.40 at h/her daily rate of pay, upon converting to the new daily rate, the employee would be credited a total of 21.74 days.

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 Area Superintendent** 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.

15.8 Vacation Cash Out Provision: (PRO-TECH)

Effective July 1, 2019, upon request, covered members may, cash out up to five (5) days per year of accumulated, but unused vacation leave by providing notice to the District in November 2019. The cash out shall be given to the covered member in their subsequent December 2019 paycheck. Beginning June 2020 and in subsequent years thereafter, the covered member may cash out, up to five (5) days per year of accumulated, but unused vacation leave, by providing notice to the District in June. The cash out shall then be given to the covered member in their subsequent July paycheck.

**ARTICLE 16
EMPLOYEE FILES**

- 16.1 Bargaining unit members who are working as licensed employees, in accordance with NRS 391.313(b), may receive written letters of admonition. The first written admonition for a particular offense under NRS 391.312(1) may be removed from the file of an employee within a maximum of three (3) months if the employee has met the standards set for him/her by the employee Supervisor who issued the admonition. The written admonition, in any case, must be removed from the file of the employee no later than three (3) years after it is issued.
- 16.2 Materials derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read such material and to indicate that reading has occurred by affixing his signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee is entitled to a copy upon request.
- 16.3 The employee shall have the right to respond in writing to any material filed, and his answer shall be submitted to the immediate supervisor and forwarded to A-2 **Chief Human Resources Officer**, who shall attach it to all file copies.

- 16.4 Access to personnel files of employees shall be on a need to know basis only. Permanent files of employees shall be kept in the Human Resources office. Review of such files shall be noted by the date and signature of the reviewer. Members of the Board of Trustees, the A-4 **Superintendent**, the appropriate associate or A-3 **Area Superintendent**, the employee's immediate supervisor, all employees of Human Resources, District legal counsel, or as otherwise authorized by law shall be exempt from this requirement.
- 16.5 The employee shall have the right to place pertinent material in his file. This material shall be submitted to the immediate supervisor or A-4 **Superintendent**, forwarded to Human Resources, and placed in the employee's file. The immediate supervisor or other administrative personnel shall have the right to attach comments to such materials subject to 16.2. No such material shall be deleted without the employee's consent.
- 16.6 An employee shall have the right, upon request, to review the contents of his personnel file. An employee will be entitled to have a representative of the Association accompany him during such review.
- 16.7 All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of recommending the employee for employment or promotion shall not be subject to this Agreement and, therefore, shall not be available for inspection by the employee.

**ARTICLE 17
PROBATIONARY PERIOD, DISMISSAL AND DISCIPLINARY PROCEDURES**

- 17.1 Commencing with July 1, 2014, any employee hired as a new hire for the WCSD will serve a three (3) year probationary period. (Excludes Psychologists who are covered by NRS.)

An employee from another bargaining unit within WCSD that is hired into a position covered by the APTA Negotiated Agreement will serve a three (3) year probationary period.

An employee who is currently a member of the APTA bargaining unit who is hired for a new position or moves into another position covered by this Negotiated Agreement will serve a one (1) year probationary period.
- 17.2 Disciplinary actions, including but not limited to, demotion, suspension, dismissal, and non-renewal actions taken against post-probationary employees, shall be, whenever appropriate, progressive in nature and related to the nature of the infraction, and whenever appropriate, the employee shall be given reasonable opportunity for improvement.
- 17.3 The procedures embodied in NRS Chapter 391 for short-term suspension or dismissal applies to licensed employees.
- 17.4 In lieu of using the procedure embodied in NRS 391, for short-term suspension or dismissals, a licensed employee may choose to have the matter heard pursuant to advisory arbitration using an arbitrator mutually 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.
- 18.2.4 Fourth, administrators remaining will move to the next lower vacant administrative position, in accordance with his/her certification and qualifications.
- 18.2.5 Whenever possible, a sixty (60) day written notification will be given to employees who are to be laid off as a result of reduction in force. An employee who is separated as a result of a reduction in force when no other administrative position is available will be placed in a teaching position in accordance with his/her certification. If an employee is affected by a reduction in force and is placed in a position at a lower salary, the employee will be placed as close to his/her previous salary, not to exceed the top of the new range of the position. When there are more administrative employees than reappointment positions, the criteria of 18.2.3 will apply. (2003)
- Employees who, because of reduction in force, are placed in a teaching position will retain all previous administrative seniority for administrative salary placement purposes.
- 18.3 The District will recall employees, regardless if the employee transferred into an equivalent but different position or if the employee was laid off, by written notification (certified mail, return receipt requested) in the reverse order (greatest seniority to least seniority, based on the criteria outlined in 18.2.3) to their reduction, provided that the employee is currently certified, if required, and/or qualified for the new position. Employees who are placed on a recall list and who were working in non-Administrative positions are not eligible to be recalled into Administrative

positions, unless the employee previously worked as an employee in the District. Recall notice shall be sent to the employee's last known address on file with the Human Resources office. The employee must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work. The employee will have twenty (20) school days to return to duty. (2003)

- 18.4 The recall right for employees transferred into an equivalent but different position, or laid off, shall continue for a total of two (2) years from the date the employee was transferred into an equivalent but different position, or laid off, subject to the notification requirements. However, the employee will be allowed to reject a total of two (2) recall job offers without losing his/her layoff rights. If this occurs, the District will simply offer the job to the next employee on the list. The employee who rejects a recall job offer retains his/her position on the list. The District must offer any vacant administrative position to all qualified employees on the recall list before non-listed employees are hired. Further, the District is not obligated to recall an employee in the event that the employee fails to comply with any provisions of this article. (2003)
- 18.5 If an employee accepts a recall position into an equivalent position, the employee then has no further recall rights to any subsequent administrative positions, which may become available. If an employee accepts a recall position into a position that is at a lower level than the original position from which he/she was laid off, the employee will maintain recall rights until a subsequent, equivalent administrative position becomes available. This right will be available for a total of two (2) years from the date the employee was transferred into an equivalent but different position, or laid off. (2003)
- 18.6 New employees filling positions with any temporary funding source, such as one-year-only (or any other specific period of time) positions, grant funded positions, bond funded positions, will not be eligible for this article until after three (3) years of service with the District in the position. District employees transferring into such positions will be eligible for this article. (2003)
- 18.7 Washoe Education Support Professionals Association (WESP) and the Association of Professional and Technical Administrators (APTA) recognize and agree that whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and elimination of positions or employee classifications is deemed necessary, the following process will be followed. Both WESP's and APTA's disenfranchised/impacted employees, as identified by Human Resources, would immediately be eligible, as an internal transfer candidate, for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

Disenfranchised employees, as identified by Human Resources, within that department, as designated by Washoe County School District Human Resources, would only be eligible to apply for vacancies created because of the reorganization/restructuring, and its direct impact to them. Disenfranchised employees would be required to have applications submitted within the timeline provided at the time of the posting for the vacancies of the new positions based upon the reorganization/restructuring need. (2013)

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-4 Superintendent, 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-4 Superintendent** 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-4 Superintendent**.
- 19.3.1 The APTA may submit general bargaining questions, concerns, or disagreements directly to the **A-4 Superintendent**, 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.
- 20.2 After notice has been given and in the interest of expediting a resolution to a disciplinary problem, an employee may choose between participating in the investigatory interview without representation or not being interviewed at that time.
- 20.3 An employee's right to representation during the course of an interview arises if discussion with the supervising employee moves beyond merely informing the employee of the nature of the investigation. No further discussion can occur with the supervising employee unless the employee obtains representation, if he desires to do so.
- 20.4 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 21
GRIEVANCE PROCEDURES**

- 21.1 GRIEVANCE RESOLUTION PROCESS
 - 21.1.1 Should a disagreement arise over the interpretation of, application of, or alleged violation of any of the provisions of this Agreement, we pledge to undertake discussions with that party seeking to explore resolution of the disagreement through negotiation, mediation, arbitration, or other alternative dispute

resolution techniques. A dispute may be brought forward by an individual employee or by the association if a number of employees are affected.

21.1.2 If an employee does not file a grievance in writing, as provided herein, within thirty (30) days after the employee knew of or should have know of the act or condition on which the grievance is based, then the grievance shall be considered as waived. ⁽²⁰⁰³⁾

21.1.3 These discussions shall be voluntary, confidential and private.

21.1.4 PROCESS

21.1.4.1 The parties will attempt in good faith to resolve any disagreement arising out of or relating to this Agreement by prompt negotiations between the district A-2 **Chief Human Resources Officer**, and another member of his/her choosing and the APTA President and Advocate who have authority to settle the disagreement.

21.1.4.2 The disputing party shall provide written notice to the A-2 **Chief Human Resources Officer**, regarding the grievance. Such written notice will include the specific language of the agreement at issue, a brief discussion of the facts, and the name of the person representing the grieving party.

21.1.4.3 The individuals shall meet as soon as possible (but not later than 15 working days of receipt of the notice), and after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

21.1.4.4 The District will provide a written response to the original notice. ⁽²⁰⁰³⁾

21.1.5 FINAL MEDIATION

21.1.5.1 If the employee is not satisfied with the decision of the District, the Association may, within fifteen (15) days of receiving the decision, notify the A-2 **Chief Human Resources Officer** in writing of its intent to seek mediation.

21.1.5.2 Within ten (10) days, the District and the Association shall agree upon a mutually acceptable mediator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon a mediator, a request for a list of mediators shall be made to the Federal Mediation and Reconciliation Service by either party. Within ten (10) days after receipt of the list of mediators, the parties shall meet to select a mediator. The cost of the mediator is shared equally by the parties.

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 **Chief Human Resources Officer**. 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-4 **Superintendent**. 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.~~

~~Effective July 1, 2016, members of the bargaining unit shall receive an increase on the salary schedule of 1.25% for the 16-17 fiscal year.~~

~~Effective July 1, 2017, members of the bargaining unit shall receive an increase on the salary schedule of 4% for the 17-18 fiscal year.~~

~~Effective July 1, 2018, members of the bargaining unit shall receive an increase on the salary schedule of 4% for the 18-19 fiscal year.~~

~~Effective, January 1, 2017 the District will fund the full cost of the individual employee's portion of the medical insurance for the duration of this Agreement, ending June 30, 2019.~~

~~Upon ratification, employees will be reimbursed for the additional premiums paid as of January 1, 2017.~~

Effective and retroactive to July 1, 2019 members of the bargaining unit shall receive an increase on the salary schedule of 3% for the 19-20 fiscal year.

Effective February 1, 2020, the Association shall have the right to open three (3) economic proposals with the District to be negotiated for fiscal year 2020-2021.

Effective January 1, 2020 the District will fund the full cost of the individual employee's portion of medical insurance for the duration of this Agreement, ending June 30, 2021, but shall continue paying the full cost of the employee's portion of the medical insurance until a new successor agreement is reached by the parties.

Effective January 1, 2012, all employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit. If no designation is made by an employee, pay will be direct deposited on a paycard.

23.1.2 Psychologist salary schedules are contained in Appendix B.

Effective July 1, 2017, additional steps will be included on the salary schedule to include 8, 9, 13 and 17. These step increases will be at 2% of the previous steps. All other steps shall remain at the existing step percentage increases. A Doctoral column will be added to the salary schedule and will reflect an additional \$1,200 added to the MA +32 salary. This additional \$1,200 will not be subject to cost-of-living increases.

Effective July 1, 2018, additional steps will be included on the salary schedule to include 10, 12, 14 and 16. These step increases will be at 2% of the previous steps. All other steps shall remain at the existing step percentage increases.

Step 11 and 15 will remain at a 4% increase for the term of this agreement.

23.1.3 Education credits to advance on the salary schedule may be completed at any time. Upon receipt of transcripts in Human Resources, the Employee will be moved to the appropriate column in the next available pay warrant. Such increases shall not be retroactive.

23.1.4 It is the sole responsibility of the Employee to ensure transcripts verifying units for advancement on the salary schedule are received by the Human Resources office.

23.1.5 Approved credits include but are not limited to credits at the university level related to administrative assignments, duties, retraining or in-service.

23.1.6 Pro-Tech salary schedules are contained in Appendix C.

Effective July 1, 2016, the salary schedule will be restructured. Step 1 will be eliminated, and Step 17 will be added for those employees currently under contract. The step increase will be at 2.85% of the previous step.

Effective July 1, 2017, the salary schedule will be restructured. Step 2 will be eliminated, and Step 18 will be added for those employees currently under contract. The step increase will be at 2.85% of the previous step.

Effective July 1, 2018, the salary schedule will be restructured. Step 3 will be eliminated, and Step 19 will be added for those employees currently under contract. The step increase will be at 2.85% of the previous step.

23.1.7 Salary Notes

23.1.7.1 Any person, upon initial placement as an administrator in the District, will be placed on either the Certified Psychologist Administrator's salary schedule or the Professional-Technical salary schedule at the salary specified on the position announcement, unless the A-4 **Superintendent** determines another placement is appropriate.

23.1.7.2 In addition to the salary shown, the District contributes an additional amount as specified by law to the Public Employees Retirement Systems (PERS) for retirement benefits.

23.1.7.3 Employee authorized to advance to a higher salary column will be placed in the higher column at the lowest level which permits an actual increase of at least 4% in the daily rate, but not to exceed the maximum step of that column. To be eligible for more than the 4% increase in the daily rate for specialized positions, the employee and supervisor must use the advance step placement process. (Included in Appendix A)

23.1.7.4 The District will recognize up to four (4) additional years (beyond the five (5) year limit Per the Deloitte Pay Study) of experience for Employee's who left, and then returned, to the District.

This credit will be granted if the **Employee's** additional four (4) years were in the District and his absence from the District or other public school employment did not exceed ten (10) years. This credit will place her/him on the maximum step given her/his placement and be retroactive only to the beginning of the contract year.

23.2 Education Pay

23.2.1 Masters/Masters Equivalent Employees, not on the Psychologist salary schedule, who have:

23.2.1.1 Completed a master's program, will receive \$700 in addition to their scheduled salary in July of each year. Professional-Technical Administrators who have completed additional studies or work programs, which would be equivalent of a master's degree, will receive \$700 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 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 **Chief Human Resources Officer**. Employees who disagree with the decision may appeal that decision to the A-4 **Superintendent**. 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, not on the School Psychologist salary schedule, 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.

23.2.3 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 **Chief Human Resources Officer**, 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 one 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 approved in writing by the A-2 **Chief Human Resources Officer**, 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)

23.2.6 Certified Public Accountant/Professional Engineer Stipend

Professional-Technical Employees who have the requirement for the license or certification in their position and have completed the requirements and possess a current state or nationally issued professional certificate/license, such as a Certified Public Accountant (CPA) Certificate, Professional Engineers (PE) License, will receive \$700 in addition to their scheduled salary in July of each year.

23.3 Longevity Bonus

- 23.3.1 Employees who have completed 10-14 total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,000 in July of the same calendar year, for which PERS contributions will be made by the School District. (2003)
- 23.3.2 Employees who have completed 15-19 total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,200 in July of the same calendar year, for which PERS contributions will be made by the District. (2003)
- 23.3.3 Employees who have completed 20 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,345 in July of the same calendar year, for which PERS contributions will be made by the District. (2003)
- 23.3.4 Employees who have completed 25 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,560 in July of the same calendar year, for which PERS contributions will be made by the District. (2003)
- 23.3.5 Employees who separate from the School District prior to July 1 of any calendar year shall receive a prorated longevity payment.

23.4 An employee who is assigned to a multi-track year-round school shall be placed on the appropriate column based upon the additional contract days worked for which PERS contributions will be made by the School District. Assignments of less than a full contract year will be prorated.

23.5 BENEFIT RESERVE PROGRAM

23.5.1 For any current fiscal year there is established a Benefit Reserve Program (BRP) for each employee who has completed fewer than 10 years of educational service with the School District in the amount of \$750.

22.5.2 The BRP may be used by the eligible employee to pay for any one or more of the following items:

- (A) To offset the cost of premiums paid for dependent medical coverage.
- (B) To pay non-covered medical or dental expenses and to offset the cost of deductibles, co-payments, or any excess costs on the medical/dental insurance (including physical examinations), vision insurance plan, or hearing aid devices.
- (C) To offset premiums paid for additional life and/or professional liability insurance.
- (D) To pay for dues or fees related to memberships in professional association(s) in the employee's field.
- (E) To pay for registration to professional conferences, seminars and/or workshops.

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 Calendar Year ~~2017~~ **2020**.

23.6.1 Medical Insurance (including any and all related insurance or coverages) - \$ ~~589.14~~ **694.40** per month per eligible employee. GAP - \$14.80

- 23.6.2 Dental Insurance - \$ ~~52.87~~ 62.32 per month per eligible employee.
- 23.6.3 Vision Insurance - \$12.32 per month per eligible employee.
- 23.6.4 \$250,000 Life Insurance - \$ ~~66.00~~ \$91 per month per eligible employee.
- 23.6.5 Long-Term Disability insurance - \$ ~~0.14~~ \$100 payroll 12.30 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 accept the bargaining unit member's Letter of Resignation and determine the amount of the benefit to be paid to the bargaining unit member (the "ESIP Amount") as follows:

For bargaining unit members who are classified as "year round employees" of the District, the ESIP Amount will be paid to such employees by June 30th of the year that such employees retire. For bargaining unit members who are classified as "traditional employees" of the District, the ESIP Amount will be paid by August 31 of the year that such employees retire. The ESIP Amount awarded to a bargaining unit member will be paid by the District to the bargaining unit member in a lump sum amount, and unless the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the corresponding Treasury Regulations provide otherwise, the ESIP Amount paid to a bargaining unit member shall be treated as severance pay taxable to the bargaining unit member under applicable federal and state laws. The bargaining unit acknowledges that because the ESIP Amounts are treated as taxable severance pay to its members, the District is authorized to withhold from the ESIP Amount paid to a bargaining unit member, all federal, state and local income, payroll, and other taxes required to be withheld under applicable federal and state laws. The bargaining unit further acknowledges that the payment of ESIP Amounts may not be (i) deferred beyond the date the ESIP Amount is payable, or (ii) transferred by the District on a pre-tax basis to a tax-exempt plan sponsored by the District, including without limitation, the "Special Pay Plan" and any plan described in Code Section 403(b) or Code Section 457. However, a bargaining unit member is authorized, if permitted by the laws governing the Nevada PERS Program, to utilize the after-tax PERS service credits shall be solely responsible for obtaining from and submitting to PERS the necessary documentation to purchase the PERS service credits prior to separating from service from the District. The bargaining unit and the District hereby agree that the ESIP described herein shall be memorialized in a Plan set forth in the Administrative Regulations adopted by the District, which Plan shall contain language necessary to comply with Code Section 409A. ⁽²⁰⁰⁷⁾

- 23.7.2 The maximum incentive for each approved ESIP applicant will be no more than \$24,000.
- 23.7.3 The District will provide a maximum of \$96,000 in incentives in any given year (the "CAP"). The CAP may be extended or increased at the Board of Trustee's discretion. If the cost of the incentives exceeds \$96,000, those with the most years of continuous service with the District shall be recommended first. The cost of previous awarded stipends shall be included under the CAP until the cost of previous awarded stipends is fully paid. In the event there are funds remaining under the CAP after accounting

for the previously awarded stipends and full payment for 3 eligible employees' in a particular year, the unit member applicant next in the line of seniority may elect to take a partial ESIP payout of those remaining funds, in lieu of receiving the maximum amount of his/her ESIP benefit some time in the future. If that bargaining unit applicant does not elect to the partial payout, the next applicant in the line of seniority may elect to take the partial payout, and so on, until the election is made or all applicants refuse the option. This option will be available only to ESIP applicants for the year the application is made. If no applicant elects to use the remaining funds it remains the property of the District. (2007)

[FOR EXAMPLE: In a particular year six (6) bargaining unit members apply for the ESIP benefit and there is \$20,000 of previously awarded stipends costs to be paid that year.

The three (3) bargaining unit members with the most years of service would receive \$24,000.00 each and \$20,000 is applied to the previously awarded stipends costs. This leaves \$4,000 remaining funds available [$\$96,000 - (\$72,000 + \$20,000) = \$4,000$] for the partial payout option.

The fourth bargaining unit member with the most years of service to the District may elect to take the \$4,000 as payout in full for the ESIP benefit. If fourth bargaining unit member with the most years of service to the District elects not to use the remaining \$4,000, the next bargaining unit member with the most years of service to the District may elect to take the \$4,000 as payout in full for the ESIP benefit; and so on in the order of years of service to the District.]

23.7.4 Should the a bargaining unit member become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee's beneficiary or the employee's estate.

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 **Chief Human Resources Officer**, 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.

Administrative supervisors may also submit a request for the reclassification of a certificated or pro-tech position due to reorganization, restructuring, or significant changes to a position. Such request may be submitted before the duties are assigned to the employee. (2003)

24.1.2. DATA COLLECTION

24.1.2.1 Human Resources will conduct an interview with the employee to gather additional information and to clarify information gathered on the Reclassification Request Questionnaire. (2003)

24.1.2.2 Human Resources may perform a desk audit of the position.

24.1.2.3 Human Resources will conduct an interview with the employee's supervisor, department head, and/or A-3 **Area Superintendent** to gather additional information. (2003)

24.1.3 RECLASSIFICATION REVIEW PROCESS (2003)

24.1.3.1 Human Resources will review the Questionnaire to determine if a position should be reclassified to a higher or lower salary range, or if the position should remain where it is currently classified. A position is normally recommended for a reclassification if the position has or will experience significant changes in the duties, tasks, and responsibilities that change the intent of the position to a degree that it no longer falls within the realm of the classification to which it was originally assigned. (2003)

A written analysis and recommendation will be provided to the A-4 **Superintendent** by Human Resources and will consist of one of the following: (2003)

24.1.3.1.1 A position may be recommended to be reclassified to an existing or new classification at a higher salary range; or (2003)

24.1.3.1.2 A position may be recommended to be reclassified to an existing or new classification at a lower salary range (see 25.1.3.2); or

24.1.3.1.3 A position may be recommended for no change. (2003)

24.1.3.2 The A-4 **Superintendent** may accept, reject, or modify the recommendations of Human Resources. The results, including the rationale for the decision, will be provided to the employee and his/her supervisor. (2003)

New classification and salary range changes will be reviewed with the Association. (2003)

If a recommendation to reclassify a position would result in a lower salary, the employee will be notified that there will be no change in either his/her salary or classification; and the position will be reclassified when it becomes vacant.

24.1.4 TIMELINE

24.1.4.1 Reclassification requests may be filed with Human Resources anytime during the year. (2003)

Human Resources will review the position and make recommendations as soon as possible after receiving a request. Human Resources will make an effort to submit recommendations to the A-4 **Superintendent** no later than four (4) months after a request is submitted. (2003)

The A-4 **Superintendent** will issue his/her decision preferably within 21 business days from the date Human Resources submits the request. (2003)

Decisions issued by the A-4 **Superintendent** shall be made effective in the next scheduled pay period. In certain circumstances, based on the status of the General Fund, the implementation date of a reclassification may be postponed by the A-4 **Superintendent**. (2003)

24.1.5 FURTHER REVIEW

24.1.5.1 Employees who do not agree with the decisions issued by Human Resources may request a further review. The further review process shall be as follows: (2003)

24.1.5.1.1 The employee shall submit a letter in writing to Human Resources containing either: 1) a request to meet personally with the A-4 **Superintendent** to discuss the specific reasons why s/he disagrees with the decision rendered; or 2) the specific reasons why s/he disagrees with the decision rendered. The A-4 **Superintendent** will review the letter. (2003)

24.1.5.1.2 Letters must be received in Human Resources within 21 business days from the date the decision was sent to the employee. (2003)

24.1.5.1.3 The A-4 **Superintendent** will meet, preferably within 21 business days from the date the further review letters were received, to review all letters submitted and to meet with all employees requesting such. (2003)

24.1.5.1.4 The A-4 **Superintendent** shall issue his/her decision to Human Resources, preferably within 21 business days from the date the A-4 **Superintendent** met with the employee. (2003)

Human Resources will immediately notify the employee of the decision rendered by the A-4 **Superintendent**. (2003)

24.1.5.1.5 All decisions issued are final and are not subject to complaint or grievance.

24.1.6 RECLASSIFICATION

24.1.6.1 Employees who have their positions reclassified will be placed at the range, column and step that permit an increase of no less than 4%.

24.1.7 FUNDING

24.1.7.1 Prior to each fiscal year, Human Resources will submit through the Budget Development Procedure for approval a budget to fund reclassifications for the coming fiscal year.

**ARTICLE 25
TERM OF AGREEMENT**

25.1 This agreement shall be effective as of the 1st day of July, 2014 ~~2019~~ and shall remain in effect until June 30, 2019 ~~2021~~, and shall continue from year to year thereafter, unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours, and conditions of employment hereof. ⁽²⁰¹⁵⁾

~~If, after the 2017 Nevada Legislative session or special session, there are monies allocated and designated for cost of living adjustments (COLAs) in the Distributive School Account for fiscal years 2018 and 2019 (and such monies are actually received by the District) over and above the amount negotiated between the parties for COLAs, rollups and increased medical premiums, those remaining monies for COLAs will pass through and be applied to the salary schedule. The parties agree that if there are any COLAs, they are applied after the schedules are rolled up.~~

~~Example: If the Legislature allocates and designates sufficient funds for a COLA of 2% for the 2017-2018 School Year, and the parties negotiate a package amounting to 1.5% effective July 1, 2017 (including rollup costs, COLA, associated costs and medical premium increases) the additional .5% would "pass through" and be applied to the salary schedule.~~

~~Then, if the Legislature allocates and designates sufficient funds for a COLA of 2% for the 2018-2019 School Year, and the parties negotiate a package estimated cost amounting to 1.75% effective July 1, 2018 (including COLA, associated costs, new steps, new columns, rollups, and medical premium increases) the additional .25% would "pass through" and be applied to the salary schedule.~~

~~If, after the 2017 Nevada Legislative session or special session, there is a decline to the amount of total revenue received by the District's general fund, which causes budget cuts for fiscal years 2018 and 2019, the District may elect to re-open negotiations on salary and benefits.~~

25.2 ~~Either party may elect to negotiate any new subjects added by the legislature to the mandatory list of items under NRS 288.~~

**ARTICLE 26
PSYCHOLOGIST MATERIALS**

26.1 The District recognizes that appropriate testing, protocol, and scoring materials for special education assessment are necessary tools of the school psychologist profession. The District will make every reasonable effort to provide a sufficient supply of materials necessary to carry out the duties of school psychologists. School psychologists are expected to utilize the materials provided by the District as necessary. Members who wish to use materials other than those supplied should provide sufficient justifications for those materials in writing to the Coordinator of Psychological Services. The Coordinator of Psychological Services shall then provide an explanation for approval or denial of the request in writing. The District, through the Coordinator of Psychological Services, and the Association will confer during the annual budgetary process for the purpose of improving the selection and use of such assessment tools.

25.3 RATIFICATION

This is to confirm that the parties identified below voted to ratify the Agreement on the dates noted.

Washoe County School District Board of Trustees on **October 23, 2019.**

Association of Professional and Technical Administrators (APTA) on October 29, 2019.

For Washoe County School District

For Association of Professional and Technical
Administrators

Virginia R. Doran, Director of Labor Relations
WCSD

Coraline Dubois, President
APTA

Date: _____

Date: _____

APPENDIX A

Title Replacements

Title Replacements – Appendix A

| APPENDIX NUMBER | <u>Actual Title</u> |
|------------------------|--------------------------------------|
| A-1 | <u>Superintendent</u> |
| A-2 | <u>Chief Human Resources Officer</u> |
| A-3 | <u>Area Superintendent</u> |
| | |
| | |
| | |

APPENDIX B

School Psychologist Salary Schedules

Effective July 1, 2019 negotiated salary scheduled shall be updated for the 2019-2020 successor CBA

APPENDIX C

Professional/Technical Salary Schedules

**Effective July 1, 2019 negotiated salary scheduled shall be updated for the
2019-2020 successor CBA**

APPENDIX D

Memorandum of Understanding

Current language through the end of the negotiated successor agreement following July 1, 2019

**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.

**MEMORANDUM OF UNDERSTANDING
REGARDING SICK LEAVE BANK
(2011)**

Employees (Executive Cabinet members and Pro-Tech Confidential Administrators) who would have been included (or have been a bargaining unit member) of APTA had they not been designated as confidential, regardless of pay grade, are eligible for participation in the Sick Leave Bank.

Upon ratification of the negotiated agreement between the Washoe County School District and the Association of Professional Technical Administrators, employees will be provided the opportunity to enroll in the APTA Sick Leave Bank with full participation rights.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ASSOCIATION OF PROFESSIONAL TECHNICAL ADMINISTRATORS
AND THE
WASHOE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION
(2011)**

Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and or employee classifications are deemed necessary. Then both WESP's and APTA's disenfranchised/impacted employees would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

Disenfranchised employees within that department would only be eligible for this one time opportunity to apply for vacancies created because of the reorganization/restructuring, and its direct impact to them. Disenfranchised employees would be required to have applications submitted within the time line provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

**MEMORANDUM OF UNDERSTANDING
School Psychologist Staffing
(2013)**

The WCSD and the APTA agree to continue to make consistent good faith effort to research acceptable case Load sizes for school psychologists employed by the WCSD.

The following procedure is agreed upon between the WCSD and the APTA to ensure this process is conducted with fidelity.

1. Psychological Services will develop a study group to look into acceptable practices by school districts comparable to WCSD. This study group will utilize standards set forth by the National Association of School Psychologists and compare case load sizes with school districts of comparable size and language diversity to WCSD.

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 Workspace 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⁾

**MEMORANDUM OF UNDERSTANDING
Sick Leave Tiered Pay-Out Schedule
(2013)**

The Association of Professional and Technical Administrators (APTA) will develop a study group with the Washoe County School District (WCSD) to determine the feasibility of a tiered sick leave pay out schedule.

**MEMORANDUM OF UNDERSTANDING
Procedural Promotion Step Grades for In House**

The Association of Professional and Technical Administrators (APTA) will develop a study group with the Washoe County School District (WCSD) to research promotional pay practices for in-house non-licensed employees within other school districts comparable to the WCSD.

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 Chief Human Resources Officer. It is highly recommended that the employee obtain the committees 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 WUSD, 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.~~

Effective July 1, 2019 all ProTech positions shall be listed in the CBA

APPENDIX F

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

Commented [RD1]: Page 43 needs to be place in this Appendix. (11-25-2019).

APPENDIX G

Sick Leave – APTA Sick Leave Pay Out Upon Leaving WCSD – Tiered Schedule
Effective July 1, 2019 – current language

Commented [RD2]: We need to include the MOU language agreed to in the 2016-2019 agreement.

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

