

Negotiated Agreement
between the
Clark County School District
and the
Clark County Association
of School Administrators and
Professional-technical Employees

2021-2023

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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 "Administrators," as used in this Agreement, shall refer to all administrative employees who are eligible for membership in the Clark County Association of School Administrators and Professional-technical Employees (hereinafter referred to as CCASAPE) with the exception of such administrators who are excluded by NRS 288 and who are placed on the Administrative Salary Schedule.

The term "Professional-technical Employees," as used in this Agreement, shall refer to all employees who are eligible for membership in CCASAPE and who are placed on the Professional-technical Salary Schedule.

For the purpose of this contract, the term "Administrators" shall mean administrators or professional-technical employees as appropriate. The term administrative shall refer to administrators or professional-technical employees as appropriate.

The term "Covered Employees" as used in this Agreement shall refer to all administrative employees who are eligible for membership in CCASAPE; confidential administrators identified in NRS 288, who are Associate Members as described below; and administrators who are excluded from collective bargaining by NRS 288 ("non-bargaining unit administrators"), who are Associate Members as described below. Confidential administrators and non-bargaining unit administrators, upon payment of dues in a manner prescribed by the CCASAPE Representative Council, will become Associate Members of CCASAPE. Associate Members are not members of the CCASAPE bargaining unit but are entitled to receive the same Welfare Trust benefits negotiated by CCASAPE and the School Administrators' and Professional-technical Employees' Welfare Trust for bargaining unit members if they are and have been continuously enrolled since July 28, 2017, as an Associate Member (or such later date they first become ineligible for full membership under NRS 288). Associate Members' dues shall not exceed Members' dues.

1-3 Except as used in Article 11 and Article 21, the term "Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District and is the entity known as the Local Government Employer in NRS 288.060. For the purposes of Article 11 and Article 21, the term "Trustees" shall mean the Trustees of the School Administrators' and Professional-technical Employees' Welfare Trust.

1-4 The term "Association," as used in this Agreement, shall mean CCASAPE, and is the entity known as the Employee Organization in NRS 288.040.

1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.

1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or the designated representative.

1-7 The term "Personnel Officer," as used in this Agreement, shall mean the Superintendent's designee.

- 1-8 The term "Trustees" and "Association" shall include authorized officers and representatives. Despite references herein to "Trustees" and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-9 The term "School Year" as defined in NRS 388.080 states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day until the end of the contracted year.
- 1-10 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.030.
- 1-11 The term "Agreement" refers to the name of this document, being the Negotiated Agreement between the Clark County School District and CCASAP.
- 1-12 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 administrator.
- The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above and also grandmother; grandfather; grandchild; aunt; uncle; brother-, sister-, daughter- or son-in-law; and foster parent.
- 1-13 The term "School Day" shall be defined as a day in which an administrator is required to be present on the job.
- 1-14 The term "Trust," as used in this Agreement, shall mean the School Administrators' and Professional-technical Employees' Welfare Trust.

ARTICLE 2 RECOGNITION

- 2-1 The Trustees recognize CCASAP as the exclusive representative of all administrators employed by the Trustees with the exception of such employees as are excluded by NRS 288.
- 2-2 Any references to individual administrators in this Agreement in masculine terms such as "he," "his," or "him" shall in every case be applicable to female employees as if they were written as "she" or "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
GRIEVANCE AND ARBITRATION PROCEDURE

- 4-1 A grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of:
- (a) Any of the provisions of this Agreement;
 - (b) Any of the policies or regulations of the School District which directly relate to those mandatory subjects of bargaining as outlined in NRS 288.150(2).

A grievance may be filed by an administrator of the School District covered by this Agreement, or by the Association. A grievance shall not include any matter or action taken for which relief is granted by the Statutes of Nevada.

- 4-2 Grievances will be brought by individuals or groups of individuals who are directly affected by the nature of this dispute. Grievances may be initiated or pursued at any step and to any higher step by CCASAPE. A grievance filed by the Association involving more than one (1) administrator in more than one (1) location may be commenced at Step Two of the Grievance and Arbitration Procedure by filing a written grievance.
- 4-3 A grievance as defined above must be filed in writing alleging which terms or provisions under which the dispute arises, and must be filed not later than twenty (20) school days after the affected administrator or Association first knew or should have known of the act or condition upon which the grievance is based. A school day shall be defined as a day in which a covered administrator is required to be present on the job.
- 4-4 During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance. All proceedings in any grievance shall be conducted in private and full confidentiality shall be maintained.
- 4-5 In the event the grievance is between two (2) members of CCASAPE, the grievant will be represented by CCASAPE during the entire Grievance and Arbitration Procedure.
- 4-6 All grievances shall be handled in the following manner:

Step One -- Informal

- 4-6-1 A grievant may first attempt to resolve it informally by meeting with his immediate supervisor within five (5) school days. At this step there is no reason to put the grievance in writing, no written report shall be made by the supervisor. The supervisor shall render a decision no later than five (5) school days from the date of the meeting.

A decision reached between the grievant and the supervisor does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

If the administrator is not satisfied with the response from the immediate supervisor, the grievant may proceed to Step Two.

Step Two

- 4-6-2 If the grievance is not resolved at Step One, the grievant or the Association may submit the unresolved grievance to the superintendent or designee in signed written form within the twenty (20) school day period specified in 4-3.
- 4-6-3 In the event a grievance is submitted to Step Two in a timely manner, the superintendent or designee and the supervisor being grieved shall meet with the grievant and/or the designated association representative within seven (7) school days after receiving the grievance.
- 4-6-4 Within ten (10) school days after the meeting, the superintendent or designee shall submit a written response to the grievance to the grievant and the Association. Any resolution of the grievance in favor of the grievant shall be reduced to writing. If the superintendent or designee fail to respond within ten (10) school days, or if a time extension is not agreed upon, the grievance shall be deemed to be settled in favor of the grievant.

A decision reached between the grievant and the superintendent or designee does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

- 4-6-5 If the grievance is either denied or not settled at Step Two of the grievance procedure, the grievance shall be deemed withdrawn unless timely submitted to Step Three, Arbitration, in accordance with the provisions set forth below.

Step Three

- 4-6-6 In the event a grievance is not settled at Step Two of the Grievance Procedure, the Association, not later than ten (10) school days after the receipt of the response from the superintendent or designee as set forth in Subparagraph 4-6-4, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the superintendent or designee written notice of the intent to arbitrate.
- 4-6-7 In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall, within ten (10) school days, jointly request the American Arbitration Association (AAA) to furnish a list of eleven (11) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District each striking one (1) name from the list in turn until one (1) name remains. The Association shall strike first. The final selection of the arbitrator shall be made within ten (10) school days following receipt of the list of arbitrators.

The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection, but no later than thirty (30) calendar days.

For each arbitration thereafter during that school year, the selection shall be accomplished by the Association and the School District each striking one (1) name from the original list of eleven (11) in turn until one (1) name remains. The Association shall strike first. The final selection of the arbitrator shall be made within ten (10) school days.

The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection, but no later than thirty (30) calendar days.

- 4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written Agreement of the parties shall have no authority to rule on any dispute between the parties other than the one, which qualifies as a grievance as defined in 4-1.
- 4-8 The arbitrator's decision shall be submitted in writing to all parties and shall be final and binding, including payment of damages, on all parties to this Agreement.
- 4-9 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.
- 4-10 This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.
- 4-11 All costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.
- 4-12 The time for a grievance meeting/arbitration must be approved by the superintendent's designee and by the Association and/or the grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, administrators covered by this Agreement who participate in such a meeting as the grievant or as a witness shall do so without loss of pay.

The number of witnesses utilized by the Association will be reasonable. If it is determined that the number of witnesses utilized is not reasonable, the days will be subtracted from the available association leave days identified in Article 11 of this Agreement.
- 4-13 A grievance shall be considered null and void if not filed and processed by the aggrieved administrator or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.
- 4-14 A grievance shall be decided in favor of the aggrieved administrator if the time limitations are not observed by the School District.
- 4-15 Time limitations may be extended by mutual agreement of both parties.
- 4-16 At the option of the Association, a grievance concerning an alleged violation of Article 26, Reduction in Force, or an action of the District subject to the provisions of Article 27, Progressive Discipline, may be filed immediately at Step Two of the Grievance and Arbitration Procedure.
- 4-17 It is recognized that disputes among administrators are inevitable. Ongoing disputes that are not addressed will negatively impact working conditions and will ultimately

lead to decreased productivity. An accepted alternative dispute resolution process is mediation. Mediation may be used when both parties to a dispute voluntarily agree to participate to resolve interpersonal disputes and non-contractual issues.

Requests for mediation shall be made through the Association.

ARTICLE 5 MILEAGE

- 5-1 Payment for use of personal vehicles used for School District business shall be made to administrators covered by this Agreement in accordance with the School District regulation and state law.
- 5-2 Administrators not assigned a School District car or provided transportation in a School District vehicle and who, at the time of their appointment/reassignment, live forty or more miles one way from their assigned work location shall receive an annual stipend of \$2,000. The mileage stipend will be reviewed annually on June 30 and shall be adjusted subject to the annual percentage change in the Internal Revenue Service mileage reimbursement rate beginning July 1. The School District shall pay eligible administrators in one check on or before June 25. Assignments of less than a full contract year shall be prorated.

ARTICLE 6 IMPASSE PROCEEDINGS

- 6-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.217.

ARTICLE 7 USE OF FACILITIES

- 7-1 The Association shall have the right to use school mailboxes and the interschool mail service for the distribution of responsible material initiated by the Association. Copies of all materials shall be given to the superintendent's designee. The material will be clearly identified and the Association accepts the responsibility for such material. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school mail service. District administrators shall be permitted use of School District mail services for district-related business.
- 7-2 From the effective date of this Agreement to its termination, the Association shall be allowed the use of school buildings and premises for association meetings and activities on regular school days as long as arrangements have been made with the principal of the building and as long as the use does not conflict with use by other employee organizations previously authorized as provided by District regulations. Further, such activities shall not conflict with any regular or special educational activities and may not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than school days requires approval by the superintendent's designee. Any added expense resulting from Association use shall be paid for by the Association. If the privilege extended herein is misused by the Association or any of its designated representatives, it may

be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school facilities.

- 7-3 The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, against School District representatives or the Board of Trustees, or any of its representatives relating to the collective bargaining process except for the ratification of this Agreement.
- 7-4 Administrators whose duty hours extend beyond 4 p.m. may attend association meetings after that hour. A maximum of four (4) such meetings may be attended during the work year.

ARTICLE 8 DUES DEDUCTION

- 8-1 The School District agrees to deduct dues from the salaries of administrators covered by this Agreement exclusively for the Association, the Clark County Elementary Principals Association, the Clark County Association of Secondary School Principals, the Nevada Association of School Administrators, the National Association of Elementary School Principals, the National Association of Secondary School Principals, and the Nevada State Education Association. These monies shall be transmitted promptly to the appropriate organization. All requests for such deductions must be in accordance with the laws of Nevada (NRS 608.110).
- 8-2 The Association will certify to the School District in writing the current rate of membership dues. The School District 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 above will be made in equal installments twice each month during the year. The School District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the first of the month prior to the distribution of the payroll from which the deductions are to be made.
- 8-4 The Association will notify the School District monthly of any changes in membership. Any administrator desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 15 of each year for that school year's dues and the Association must notify the School District in writing to discontinue the administrator's deduction.
- 8-5 It is recognized that the School 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 School District harmless and to reimburse the School 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 administrator. Further, in the event the School District fails to collect dues under this Article because of a lack of available funds due to the administrator, the Association will be responsible for collection of the sum from the administrator.

ARTICLE 9 PERSONNEL FILES

- 9-1 It is recognized that the School District will maintain two personnel files for each administrator, one at the work location and one at the central office. The administrator's work location personnel file shall be located in the office of the administrator's supervisor.

The School District's central office personnel file may be maintained as an electronic file on each administrator; and this file shall only include evaluations, and documents identified as disciplinary in Article 27, as well as, responses to evaluations and documents identified as disciplinary in Article 27, pre-employment information, individual contracts, communication from the personnel office related to placement, and information related to the administrative selection process.

A copy of each written document concerning an administrator which the School District places in the administrator's work location and/or central office personnel files shall be provided that administrator. The administrator must sign the personnel file copy of the document as acknowledgment of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document. Normal working memorandum that for some reason generates a response from an administrator does not meet the criteria for placement of the memorandum in the personnel file of an individual.

Upon the request of the administrator and the approval of the School District, documents of commendation may also be included in the administrator's work location and/or central office personnel files.

A personnel notification as described in Article 27-8 may be temporarily placed in the administrator's work location and/or central office personnel file until the investigation is completed. Once the investigation is completed, the writing shall be removed and, if appropriate, it may be replaced with a disciplinary document as described in Article 27-8. Investigations must be completed in a reasonable time, which will not exceed six (6) months unless extraordinary circumstances exist in which the School District has no control over meeting this timeline.

Medical records, settlement agreements, grievances/grievance decisions, and arbitration decisions shall not be placed in the administrator's work location or central office personnel files.

- 9-2 An administrator may prepare a written response, which will become a part of the administrator's personnel files and will remain a part of said files as long as the document responded to remains a part of the files. In order to insure that the response is not inadvertently overlooked, the document will be countersigned by the receiving supervising administrator and shall be attached to the supervisor's document. If an administrator desires to make a written response to any document by the supervisor, the administrator's response must be made within thirty (30) school days. Upon written request of the administrator a waiver of the time limits by the supervisor, not to exceed ten (10) school days may be granted, which will not be unreasonably withheld. When a copy of the supervisor's written document is forwarded to any other location, a copy of the administrator's written response must be attached.
- 9-3 Access to personnel files of an administrator shall be on a need to know basis only. The work location file shall be maintained in the supervisor's office, and the central office personnel file of an administrator shall be maintained in the Human Resources

Division. Review of such files shall be noted by the date and signature of the reviewer using a process mutually agreed upon by the School District and the Association. The Superintendent of Schools, the Deputy Superintendents, the Chief Human Resources Officer and designees, the Director of Employee-Management Relations, District legal counsel, or as otherwise authorized by law shall be exempt from this requirement.

9-4 Any time after a period of three (3) years and one (1) day from issuance, an oral warning conference summary, written warning, suspension, or other such documents except evaluations placed in an administrator's personnel files shall be removed upon written request of that administrator. When the written request is received by the School District, the document and any written response from the work location file must be returned to the administrator within twenty (20) school days. Documents that are removed from the work location file will be permanently deleted from the central office file and a letter will be provided to the administrator and to the Association by the Chief Human Resources Officer or designee verifying the deletion. It is agreed that such documents shall not be used in disciplinary action against the administrator.

9-5 Admonitions issued to an administrator, who within the time granted for improvement has met the standards set for him/her by the administrator who issued the admonition, will be removed from the records of the administrator together with all notations and indications of its having been issued upon written request of that administrator. When the written request is received by the School District, the admonition and any written response from the work location file must be returned to the administrator within twenty (20) school days. Admonitions and any written responses that are removed from the work location file will be permanently deleted from the central office file and a letter will be provided to the administrator and to the Association by the Chief Human Resources Officer or designee verifying the deletion. Upon written request, an admonition must be removed from the records of the administrator not later than three (3) years and one (1) day after it is issued.

9-6 Copies of documents that are removed or deleted from the administrator's file may be maintained in a legal file in the Office of the General Counsel and are accessible only in the defense of litigation or in the defense of employment related actions.

With the exception of the personnel electronic file and the legal file maintained in the Superintendent's office under this section, the only administrator's personnel file maintained by the School District is the administrator's work location file.

ARTICLE 10 MEDICAL SERVICES

10-1 The School District shall pay for the cost of periodic x-rays or other medically accepted TB tests required of members of the bargaining unit for School District employment when administered by the Clark County Health Department.

10-2 The School District shall provide free of charge routine immunizations and booster vaccinations for smallpox, influenza, and diphtheria to members of the bargaining unit. Each school year, the School District shall notify administrators of the time and place to obtain these immunizations.

**ARTICLE 11
ASSOCIATION AND TRUST LEAVE**

- 11-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of fifty (50) days leave without loss of pay for association members to attend association meetings, conferences, legislative sessions, and conventions. No individual shall be granted approval for more than five (5) days of the fifty (50) days allocated to association members. Exceptions to the five-day rule may be made with the approval of the Director, Employee-Management Relations. Per diem and/or travel shall not be provided by the School District.
- 11-2 The association president shall have twenty (20) additional days to address association business without loss of pay.
- 11-3 The authorized release of administrators by the appropriate region superintendent, associate superintendent or other authorized administrative supervisor to attend meaningful educational gatherings is recognized as having a positive value to the School District. Appropriate administrative supervisors may grant administrators release time, without loss of pay, to attend conventions, workshops, conferences, and other worthwhile educational meetings.
- 11-4 For each separate fiscal year covered by the term of this Agreement, the Trust will be allocated a total of forty (40) days leave without loss of pay for the Trust's Board of Trustees to attend Trust meetings, conferences, legislative sessions, and conventions. Per diem and/or travel shall not be provided by the School District.

**ARTICLE 12
EXTENDED LEAVES OF ABSENCE**

- 12-1 An administrator shall be eligible to participate in any and all leaves of absence provided for in the administrative regulations of the School District at the time that the request is made including Family Medical Leave or Military Leave.
- 12-2 All leaves of absence are subject to the administrative requirements regarding requests for and/or approval of such leaves which are set forth in the administrative regulations of the School District.
- 12-3 All leaves and extensions or renewals of leaves shall be applied for and granted or denied in writing.
- 12-4 An administrator, while on approved leave, may continue to participate in the group health insurance plan at the administrator's expense. An administrator, while on an approved leave, is not eligible to accrue sick leave, personal leave, or vacation leave and is not eligible to receive retirement service credit, except as may be provided by Public Employees Retirement System (PERS) policy. An administrator shall not receive increment credit for time spent on a leave.
- 12-5 An administrator, upon return from Military Leave, shall be considered as if he/she was actively employed by the School District during the leave and shall be placed on the salary schedule at the level he/she would have achieved if the administrator had not been absent.
- 12-6 An administrator shall be provided time off without loss of pay when appearing in a court proceeding which requires the administrator to testify regarding a matter related to the administrator's duties. Procedures set forth in the administrative regulations of

the School District regarding subpoena must be followed in order to receive time off without loss of pay.

12-7 Return from Leave of Absence Procedure: Non School-Based Administrator

The following procedure shall be adhered to with respect to the assignment of a non school-based administrator returning from a leave of absence not including Family Medical Leave or Military Leave. In Article 12-7, the term "administrator" refers to a non school-based administrator.

12-7-1 An administrator returning from leave of absence shall notify the School District prior to April of the school year which precedes the school year in which he/she intends to return.

12-7-2 Benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to the administrator granted leave pursuant to this Article upon his/her return. An administrator shall be assigned step, column, and length of contract held at the time said leave commenced and to the same position, if the position is available. If the same position is not available, the administrator shall be assigned to another position that is at the same salary step, column, and length of contract that is available at the time of return. If no such position is available, the administrator becomes eligible for an available administrative position at the step at an equivalent or shorter individual contract that is available at the time of return. This process shall be repeated until the returning administrator is assigned to an available position. At such time a non school-based administrator returning from leave of absence becomes eligible for consideration for a school-based administrative position, the assignment provisions of Article 12-8 and Article 12-9 shall be followed, as appropriate.

12-7-3 If no position is available at the time of return, the School District shall offer the administrative employee the first administrative position that becomes available within the next two years from the date of intended return or until the two- (2) year period has elapsed. If the administrator is assigned to a lower position than was held at the time the leave of absence was granted, the administrator shall be eligible for two (2) years from the date of intended return to be assigned to an available position at the level previously held prior to the leave of absence. It is intended that an administrator returning from a leave of absence shall only be eligible for available positions and is not eligible for a position being filled by another administrator.

12-7-4 A written recall notice shall be sent by the Human Resources Division, by certified mail, return receipt requested, offering the administrator the available position. The notice shall be sent to the administrator's last known address on file with the Human Resources Division. The administrator must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work.

The administrator shall have twenty (20) school days from the date of acceptance to return to duty. The recall right for the administrator shall continue for two (2) years from the date of intended return, subject to the notification requirements. However, if before the end of the two- (2) year period an administrator refuses an available School District position, the

administrator's return rights are terminated. Further, the School District is not obligated to recall an administrator in the event that the administrator fails to comply with any provision of this Article.

- 12-7-5 A position is "available" under Article 12-7 only if the returning administrator meets the required licensing and minimum qualifications for the position and the position is vacant.

12-8 Return from Leave of Absence Procedure: Assistant Principal and Student Success Coordinator

It is the intent of the School District and the Association to ensure that all school-based staffing with respect to administrators is in strict compliance with the staffing autonomy provided to school principals in Section 16 of Assembly Bill 469. The return from leave of absence provisions of Article 12-8 reflect the statutory requirements for school principal staffing autonomy with respect to the assignment of a school-based administrator, defined as an assistant principal or a student success coordinator, who is returning from an approved leave of absence not including Family Medical Leave or Military Leave.

The following procedure shall be adhered to with respect to the assignment of an assistant principal or a student success coordinator returning from a leave of absence. In Article 12-8, the term "administrator" refers to an assistant principal or a student success coordinator.

- 12-8-1 An administrator returning from leave of absence shall notify the School District prior to April of the school year which precedes the school year in which the administrator intends to return.

- 12-8-2 Benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the administrator granted leave pursuant to this Article upon his/her return to active status. An administrator who notifies the School District of his/her intent to return from a leave of absence shall be designated by the School District as "unassigned." The "unassigned" administrator shall remain on non-paid status until the administrator is returned to active status. No benefits are provided to an "unassigned" administrator returning from a leave of absence with the exception of the health benefit which may be self-paid by the "unassigned" administrator.

- 12-8-3 The following procedure stipulates how an "unassigned" administrator (an assistant principal or a student success coordinator) returning from a non-paid leave of absence may be returned to a school-based administrative position.

- 12-8-3-1 School principals with administrative vacancies shall receive from the Human Resources Division, a list of "unassigned" school-based administrators. The information provided to school principals with respect to "unassigned" school-based administrative employees shall include employee contact information, evaluation ratings for the three (3) most recent school years, and identification of any record of disciplinary action in the employee's personnel file.

The Human Resources Division shall maintain employee evaluations and disciplinary documents in a manner that

ensures this information is easily retrievable for use by school principals.

- 12-8-3-2 An "unassigned" administrator returning from a leave of absence shall receive communication from the Human Resources Division with respect to the procedure that must be followed in order to apply for a posted school-based administrative position vacancy. The Human Resources Division shall ensure that all school-based administrative vacancies are posted in a transparent manner.
- 12-8-3-3 In compliance with Assembly Bill 469, a school principal who has an assistant principal or student success coordinator vacancy in his/her school may interview and select the candidate of his/her choice from the list of "unassigned" administrators provided by the Human Resources Division.
- 12-8-3-4 This assignment process is a circular process, repeating itself each time a school-based administrative vacancy occurs.
- 12-8-3-5 An administrator who is "unassigned" may apply for other school-based or non school-based administrative positions for which minimum qualifications are met.

12-9 Return from Leave of Absence Procedure: School Principal

The following procedure shall be adhered to with respect to the assignment of a school principal returning from a leave of absence not including Family Medical Leave or Military Leave.

- 12-9-1 A school principal returning from a non-paid leave of absence shall notify the School District prior to April 1 of the school year which precedes the school year in which the school principal intends to return.
- 12-9-2 Benefits to which a school principal was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the school principal granted leave pursuant to this Article upon his/her return to active status. A school principal who notifies the School District of his/her intent to return from a leave of absence shall be designated by the School District as "unassigned." The "unassigned" school principal shall remain on non-paid status until he/she is returned to active status. No benefits are provided to an "unassigned" school principal returning from a leave of absence with the exception of the health benefit which may be self-paid by the "unassigned" school principal.
- 12-9-3 A school principal returning from a non-paid leave of absence has no entitlement to be assigned to a vacant school principal position but is required to apply for posted school principal positions.
- 12-9-4 A school principal returning from a non-paid leave of absence and who applies for a posted school principal vacancy is required to participate in the School District's competitive selection process including required interviews with the School Organizational Team.

- 12-9-5 A school principal who has notified the School District of his/her intent to return from a non-paid leave of absence, who participates in the competitive school principal selection process, and who is not competitively selected for a school principal position shall remain on non-paid status.
- 12-9-6 A school principal who has notified the School District of his/her intent to return from a non-paid leave of absence, who participates in the school principal selection process and who is competitively selected as a school principal shall be compensated at the salary step and length of contract as identified by the posted position vacancy announcement. A school principal who is returning from a non-paid leave of absence has no entitlement to the salary step or length of contract held prior to the approval of the non-paid leave of absence.
- 12-9-7 A school principal returning from a leave of absence who is not competitively selected for a school principal position may apply for and be competitively selected for another School District administrative position. The salary step and length of contract for the vacant position shall be identified by the posted position vacancy announcement. A school principal who is returning from a non-paid leave of absence has no entitlement to the salary step or length of contract held prior to the approval of the non-paid leave of absence.
- 12-9-8 A school principal who applies for the school-based administrative position of assistant principal or student success coordinator is required to participate in the School District's competitive selection process for the position. The salary step and length of contract for the vacant school-based administrative position shall be identified by the posted position vacancy announcement. A school principal who is returning from a non-paid leave of absence has no entitlement to the salary step or length of contract held prior to the approval of the non-paid leave of absence.
- 12-10 In compliance with Assembly Bill 469, an administrator returning from an approved Charter School leave of absence is not exempt from the requirements of this Article.
- 12-11 An administrator, who is on an approved leave of absence from the School District prior to July 1, 2020, shall not be subject to the terms established in this Article if the administrator elects to return to employment with the School District at the conclusion of the approved leave. An administrator, who requests a first-time leave of absence or requests an extension of a current leave of absence, with the first-time leave or the extension of a current leave commencing on or after July 1, 2020, shall be subject to the terms established in this Article.

ARTICLE 13 SICK LEAVE

- 13-1 Sick leave is leave that is granted an administrator under the terms of this Agreement who is unavoidably absent because of personal illness or injury, or because of serious illness or injury in his immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set forth below.
- 13-2 Administrators covered by this Agreement shall be credited with fifteen (15) days of sick leave at the beginning of the contract year. In the event an administrator does

not complete the number of days required by the contract, the number of sick leave days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating administrator is computed. Administrators who begin service later in the contract year shall be credited with the number of days of sick leave that may be prorated for each month of service that may be completed by the end of the contract year.

13-3 Administrators shall be granted one (1) universal personal leave day to be deducted from sick leave.

13-4 Administrators on the Administrative Salary Schedule have unlimited accumulation of sick leave.

13-5 Absence due to sick leave will be compensated leave to the extent the administrator has earned or accrued sick leave in accordance with the above provisions.

13-6 The immediate administrative supervisor shall periodically review the sick leave usage of all administrators working under his supervision. If the review indicates that an administrator's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the supervisor shall submit to the Director, Employee-Management Relations, a report of the review and shall furnish a copy to the administrator. The Director, Employee-Management Relations, may require an administrator to undergo a physical examination or to submit a written certificate from a physician of the employer's choice, confirming the necessity of an absence due to illness.

Cost of the physical examination or the report from the physician is to be paid for by the School District.

13-7 Any administrator who misuses sick leave shall be subject to disciplinary action in accordance with NRS 391 and this Agreement.

13-8 The Association shall establish a pool of days available to administrators who have no other available leave days. Days may be contributed to the pool by administrators who voluntarily designate a half day or a full day of vacation for which they would otherwise be compensated under Article 18-4. Administrators desiring to designate a half day or a full day of vacation shall do so by notifying the Chief Human Resources Officer, Human Resources Division, in writing on or before July 1.

In addition, this pool of days shall also be contributed to by adding one (1) day of vacation for each administrator who has vacation deducted in accordance with Article 18-5. Days contributed to the pool as a result of the deducted vacation days shall not exceed fifty (50) days in any school year.

This pool of days may also be contributed to by administrators who voluntarily donate a day of sick leave. Administrators will be eligible to donate a day of sick leave when they have accumulated sixty (60) or more days and have utilized three (3) or fewer days during the current contract year. Administrators desiring to designate a full day of sick leave shall do so by notifying the Association in writing, on forms provided by the Association, on or before July 1.

The Association shall report the information from the forms received to the Payroll Department for verification. The Payroll Department shall verify the number of sick leave days donated and shall communicate this information to the Association by July 31. The Association shall reflect the verified, donated number of days in the pool and shall report the total number of days in the pool to the School District each August.

Administrators may request days from the pool when they have no other available leave days. Requests shall be made to the Representative Council of the Association. The Representative Council shall have the exclusive authority to grant or deny requests made by eligible administrators. The maximum number of sick leave pool days available to an administrator shall be sixty (60) days with a substitute or one hundred and twenty (120) days without a substitute. No administrator may receive more than one hundred and twenty (120) sick leave pool days.

Administrators who qualify for days from the sick leave pool shall continue to receive full pay and benefits. The sick leave pool days shall be utilized to cover the required substitute. Each sick leave pool day shall equal two (2) substitute days. Positions that do not receive a substitute shall require one (1) sick leave pool day for each day of absence.

13-9 For administrative and professional-technical employees who retire from the School District with no less than two hundred and fifty (250) days of accumulated sick leave, the School District will purchase a health reimbursement account based on the retiring employee's daily rate of pay for a maximum of forty-five (45) days.

13-9-1 In order to qualify for School District participation in the purchase of the health reimbursement account, an employee must meet the criteria and follow the procedures stated below.

13-9-2 The employee resignation form must be submitted to the Human Resources Division

13-9-3 The employee's unused sick leave balance must be no less than two hundred and fifty (250) days as of the effective date of the employee's retirement from the School District.

13-9-4 During the two- (2) calendar year period immediately prior to the employee's retirement date with the School District, if the employee uses more than five (5) total sick leave days, the total excess over five (5) days will be deducted from the forty-five (45) days to be contributed to the health reimbursement account.

ARTICLE 14 BEREAVEMENT LEAVE

14-1 Leave with full pay shall be allowed for three (3) days for each period of bereavement or absence due to death in the immediate family of the administrator. Two (2) additional days with full pay may be approved by the administrator's supervisor. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) days. Bereavement leave shall be deducted from sick leave.

ARTICLE 15 WORK DAY

15-1 All administrators covered by this Agreement shall be required to work at the work location a minimum work day of eight (8) hours, excluding a lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes. The daily starting and departing time shall be determined by each appropriate supervising administrator.

The School District and the Association may modify the eight- (8) hour work day upon mutual agreement. Such agreement must be reached prior to implementation.

- 15-2 Individual parent conferences which exceed the eight- (8) hour work day may be scheduled at the mutual convenience of both parent and principal. When this is not successful, the principal shall schedule the conference at an appropriate time.
- 15-3 It is further recognized by the parties that all administrators covered by this Agreement shall find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the administrators covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation.
- 15-4 Travel time of an administrator required to travel during the normal school day shall be considered as a part of such administrator's work day.
- 15-5 It is understood that administrators covered by this Agreement may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. The time away from the building is accounted for by the additional time required to fulfill the scope of the administrator's professional responsibility or by adjusting the administrator's hours of work. When an administrator is required to leave the work location during the work day, the administrator's supervisor must be notified in advance and approval must be secured.
- 15-6 Administrative compensatory time shall be approved by the supervisor for an administrator who performs work outside and beyond the regular workday, as well as, when the administrator is not otherwise under contract. Compensatory time may not be granted for work completed prior to the request from the supervising administrator unless an emergency or unforeseen event occurs. Except as provided in 15-6-1 through 15-6-7, there is no requirement on the part of the supervisor to approve compensatory time, except as provided for in this Article. The approval of compensatory time shall not, however, be unreasonably withheld and shall be consistently administered throughout the School District.

Supervisors shall offer administrative compensatory time for the following:

- 15-6-1 Work that exceeds the normal workday or when the administrator is not under contract, and, is a direct result of an emergency or unforeseen event or an exceptional workload.
- 15-6-2 Supervision of student trips occurring on the weekend when there is a requirement that the administrator attend. Generally, this does not apply to senior high school assistant principals and senior high school student success coordinators who already receive additional compensation in the form of the activity stipend.
- 15-6-3 Recruiting activities for the School District, which require travel or performance of work activities on the weekend or outside the school day.
- 15-6-4 Professional conferences when administrators are required by their supervisors to attend on the weekend or outside the school day.

15-6-5 Supervision of middle school home basketball, flag football, and soccer games which are held outside of the regular school day. Middle school principals shall grant a maximum of two (2) hours of compensatory time to each of two (2) administrators assigned to supervise each home game. Compensatory time shall be granted to the student success coordinators and assistant principals only.

15-6-6 Supervision of middle school away basketball, flag football, and soccer games which are held outside of the regular school day. Middle school principals shall grant a maximum of two (2) hours of compensatory time to one (1) administrator assigned to supervise each away game. Compensatory time shall be granted to the student success coordinators and assistant principals only.

15-6-7 Staffing, finalizing annual reports, and other responsibilities that are conducted during June or July, when not under contract, in accordance with the adopted school calendar. Principals on eleven- (11) month contracts shall be provided up to four (4) days of compensatory time, when not under contract during the months of June or July, to accomplish these various responsibilities, or, at the discretion of the principal, shall be provided up to four (4) days of pay based on the principal's daily rate of pay. Payment shall be made on the August 25 check.

The principal may authorize one (1) or more of the four (4) days to be provided to an assistant principal who performs these responsibilities on behalf of the principal, when not under contract during the months of June or July, in accordance with the adopted school calendar. No more than a total of four (4) days may be provided to the principal and/or to the designated assistant principal.

15-6-8 Assistant principals and student success coordinators assigned to two (2) schools shall receive sixteen (16) hours of compensatory time. These compensatory hours shall be credited in June. Such assignments of less than a contract year shall be prorated and do not establish nor should they be construed to establish any property rights, nor any expectation of continuation.

15-7 Administrative compensatory time shall not be earned for less than two (2) hours, nor for more than eight (8) hours in one day.

15-8 Senior high school student success coordinators, assistant principals, and the principals of Spring Mountain School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, and Sandy Valley High School may not be granted administrative compensatory time for those activities for which they receive compensation under Article 20-3, which generally includes supervision of athletic or activity events.

15-9 Effective with the 2019-2020 contract year, administrative compensatory time may be earned and retained to a maximum of 80 hours.

An administrator who has earned compensatory time in excess of 80 hours as of July 1, 2019 must utilize the excess hours on or before August 31, 2021. For this administrator, compensatory time in excess of 80 hours will be deducted from the administrator's total compensatory time hours on September 1, 2021.

No payment shall be made for administrative compensatory time not utilized.

- 15-10 Supervisors shall not require administrators to accept compensatory time.
- 15-11 Administrative compensatory time may only be utilized during times the administrator is assigned to work. This specifically excludes payment for administrative compensatory time during times the administrator is not under contract.
- 15-12 Administrative compensatory time may be utilized to a maximum of three (3) consecutive work days during times that students are in attendance. Administrative compensatory time may not be combined with any other leave, including vacation and personal leave, to exceed the three- (3) day maximum during times when students are in attendance. Administrative compensatory time may be used for a maximum of ten consecutive work days when students are not in attendance. Provisions regarding days when students are in attendance shall not apply to non school-based administrators or administrators assigned to year-round schools.
- 15-13 Administrative compensatory time shall be granted under the same terms and conditions as vacation time except as may otherwise be provided for in this Article and shall not be unreasonably denied.
- 15-14 The advance approval of the supervisor must be obtained before administrative compensatory time may be taken, unless an emergency or unforeseen event occurs.
- 15-15 Administrators may teach Professional Development Education (PDE) courses or perform other School District-related assignments outside the normal work day and on weekends. Administrators who voluntarily teach these classes or perform other School District-related assignments shall be compensated at their hourly rate of pay as determined by their current placement on the Administrative Salary Schedule or at another rate agreed to by the School District and the Association.

ARTICLE 16 WORK YEAR

- 16-1 Administrators covered by this Agreement shall be on an annual contract year. The normal work year shall be twelve (12) months including administrators assigned to year-round schools, with the exception of the following categories of administrators for whom the normal work year shall be eleven (11) months:
 - 16-1-1 Principal, Elementary-Secondary School (Indian Springs, Sandy Valley)
 - 16-1-2 Principal, Junior High School/Middle School
 - 16-1-3 Principal, Junior-Senior High School (Laughlin)
 - 16-1-4 Principal, Special Education School (Variety, John F. Miller, Helen J. Stewart, and Miley)
 - 16-1-5 Principal, Spring Mountain School
 - 16-1-6 Principal, Elementary School
 - 16-1-7 Principal, Alternative School, with the exception of Mission High School, which shall be twelve (12) months.
 - 16-1-8 Principal, Career and Technical Academy (East CTA, Northwest CTA, Southwest CTA, Veterans Tribute CTA, and West CTA)
 - 16-1-9 Principal, Advanced Technologies Academy
 - 16-1-10 All assistant principals
 - 16-1-11 Student success coordinators

Assistant principals assigned to year-round schools shall receive an eleven- (11) month contract and a one- (1) month supplemental contract. The assistant principal (one) assigned to a year-round school for less than a full-time assignment, if one exists, shall be provided a one- (1) month supplemental contract. Assistant principals assigned as secondary summer school administrators for nine-month schools shall receive an eleven- (11) month contract and a one- (1) month supplemental contract. Public Employees Retirement System (PERS) contributions shall be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation.

Principals on eleven- (11) month contracts who are assigned to open a new school or a replacement school shall receive a one- (1) month supplemental contract for the month of July prior to the opening of the new school. PERS contributions shall be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation.

The normal work year for the administrative position, student success coordinator, shall be eleven (11) months. Student success coordinators assigned to year-round schools shall receive an eleven- (11) month contract and a one- (1) month supplemental contract. Student success coordinators assigned as summer school administrators in nine-month schools shall receive a one- (1) month supplemental contract. PERS contributions shall be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation.

The normal work year for new administrative positions that are created and that are not covered by this Agreement shall be specified in the individual contract as 11-, or 12-month positions at the time of their creation.

- 16-2 Contracts for twelve- (12) month administrators shall begin July 1 and end on June 30. These dates shall apply to principals assigned to schools which shall begin on a year-round calendar when school begins. In addition, assistant principals assigned to schools which shall begin on a year-round calendar when school begins shall receive a one- (1) month supplemental contract on July 1 prior to the opening of the year-round school.

During the 2021-2022 school year, contracts for eleven- (11) month administrators shall begin on July 21, 2021, and end on June 17, 2022.

During the 2022-2023 school year, contracts for eleven- (11) month administrators shall begin and end in accordance with the adopted school calendar for 2022-2023.

- 16-2-1 The eleven- (11) month administrative contract for a modified Track 5 school year shall begin on August 1 and shall end on June 30, or in accordance with the adopted school calendar. The modified Track 5 schedule shall begin on the same day as the nine- (9) month and year-round schools begin, shall end at least five work days prior to July 1, and shall vary from the attendance days of the traditional Track 5 schedule.

- 16-2-2 Flexible eleven- (11) month contracts may be utilized to offer a traditional Track 5 school year. The flexible eleven- (11) month contract shall begin on August 1 and shall end five (5) days after the traditional Track 5 schedule ends, or in accordance with the adopted school calendar. The

traditional Track 5 schedule of the adopted year-round calendar shall be followed.

- 16-2-3 The School District shall not require an administrator to accept a flexible eleven- (11) month administrative contract. If, however, an administrator elects to accept such a contract, the administrator shall be under contract for the same number of days as an administrator under an eleven- (11) month contract. The administrator shall identify which days shall be non-contracted. Only days when students are not present may be identified as non-contracted. Utilization of vacation or personal leave days may be taken on contracted days with the approval of the administrator's supervisor.

Supplemental contracts in conjunction with 11-month contracts shall begin on July 1 and shall end on July 31, or in accordance with the adopted school calendar. Supplemental contracts shall be issued on or before June 1 of each year prior to the July implementation.

- 16-3 Salaries for administrators employed for the full contract year shall be paid over twelve (12) months, in not less than twenty-four (24) equal payments. It is agreed that the contract year, as stipulated in this section, shall include earned vacation as defined in Article 18 of this Agreement. Administrators working less than a full contract year because of the effective date of the appointment and who are new to the School District shall be paid in equal payments over the remaining licensed paydays for the contract year. Payment shall begin on the next licensed payday following the effective date of the appointment if time for processing permits. If the processing time does not permit the payment, the payment shall begin on the licensed payday following the next regular licensed payday.

An administrator's daily rate of pay shall be calculated by multiplying the monthly salary as provided for in the Administrative Salary Schedule or the Professional-technical Salary Schedule by the number of months an administrator is contracted to work, adding all stipends for which PERS contributions are made, and dividing the sum by the number of work days established for the contract year.

An administrator who does not complete his/her 11- or 12-month contract shall be compensated at his/her daily rate of pay for the number of days that the administrator is entitled to be compensated.

An administrator who terminates his/her employment with the School District and is on paid status for every work day of the final month of employment shall be compensated for the days worked at the daily rate of pay. In no event, however, shall the administrator receive less for the final month than the assigned monthly salary amount from the Administrative Salary Schedule or the Professional-technical Salary Schedule.

An administrator beginning a new contract prior to receiving the earned compensation from any previous contract shall receive a one-time payment for the remaining earned compensation on the licensed payday preceding the beginning of the new contract or the next regular licensed payday following the beginning of the new contract if time is required for processing. Additionally, the administrator shall begin receiving compensation for the new contract on the first licensed payday following the beginning of the new contract as provided in this article.

An administrator who works a supplemental contract and is then promoted to a position at a different step or length of contract shall receive a one-time payment for

any earned compensation for the supplemental contract on the next regular licensed payday following the beginning of the new contract if the time required for processing permits. If the processing time does not permit the payment, the payment shall be provided on the licensed payday following the next regular licensed payday.

Administrators working less than a full contract year because of the effective date of the appointment shall, with the exception of the first payment, be paid in equal payments over the remaining licensed paydays following the effective date of the appointment. The amount of these equal payments shall be based on step, column, and length of contract. The initial payment shall be determined by calculating the difference between the contract amount and the amount to be received on the remaining licensed paydays. Money owed to the administrator shall be received as the initial payment. If money is owed to the School District, it shall be subtracted from the new contract amount, and the remaining contract amount shall be paid in equal payments over all remaining licensed paydays for the contract year. Payment in both cases shall begin on the next licensed payday following the effective date of the appointment if time for processing permits. If the processing time does not permit, the payment shall begin on the licensed payday following the next regular licensed payday.

The salary of an administrator who is promoted to a higher step on the Administrative Salary Schedule or the Professional-technical Salary Schedule shall be computed by dividing the current annual salary by the number of months worked under the administrator's current contract, and placement shall be made on the appropriate step, two columns above the amount currently being earned. Once this placement is made, the administrator is entitled to the normal column increases in the subsequent contract year.

- 16-4 Administrators assigned to schools placed on double sessions or assigned to schools relocating to another site and student success coordinators and assistant principals assigned to year-round schools who are required to work days beyond the number of days listed in their contract shall be paid their daily rate of pay when the administrator is required to work and the work has been approved by the appropriate supervisor.

Principals who are asked to supervise two (2) schools on a temporary basis shall be compensated at their hourly rate of pay for the additional hours required for the supervision of the additional school for the duration of the assignment to two (2) schools. The additional hours must be approved in advance by the principal's supervisor, and the principal must maintain a log of the approved hours worked for the duration of the assignment.

The School District may offer an administrator an assignment in an outlying area but shall not require the administrator to accept the outlying area assignment. Outlying locations include Indian Springs, Laughlin, Mesquite, Moapa Valley, Boulder City, Searchlight, Spring Mountain, Mount Charleston, Blue Diamond, and Sandy Valley. The administrator may decline the outlying area assignment with no repercussions from the School District.

- 16-5 The positions listed in Article 16-6 below are designated and classified as at-will. A contract signed by an at-will administrator shall state that the administrator serves in that position at the will of the Superintendent and may be returned to a position of no lesser step and column than the last held position with the School District. At-will positions shall be so designated at the time the position is advertised.

Additional at-will positions can be added with the approval of both parties to this Agreement.

16-6 At-will positions:

- 16-6-1 Special Assistant to the Superintendent/Board Liaison
- 16-6-2 Director I, Office of the Superintendent
- 16-6-3 Executive Manager, Diversity and Affirmative Action Programs
- 16-6-4 Executive Manager, Office of the Superintendent
- 16-6-5 All non school-based administrative positions designated at salary step 46 or above

16-7 With the exception of division heads and those persons reporting directly to the Superintendent, at-will position vacancies shall be advertised and open to all applicants meeting minimum requirements. The Superintendent will establish the selection procedures to be used.

16-8 Non-Bargaining Group Administrators

Effective July 1, 2017, the Nevada Legislature excluded, from participation in any bargaining unit, the following classes of administrators:

- 16-8-1 Administrators above the rank of principal (e.g., attorneys)
- 16-8-2 Superintendent, deputy superintendent, region superintendent, associate superintendent, or assistant superintendent
- 16-8-3 Any school district administrator that is a chief, deputy chief, or assistant chief
- 16-8-4 Any central office administrator who supervises school principals

16-9 An administrator serving in an at-will position, which has not been excluded by law from participation in collective bargaining, shall retain all rights and privileges covered under this contract with the exception that the administrator may, when deemed appropriate by the Superintendent, be reassigned to a vacant position at a step, column, and length of contract equal to or higher than the position held prior to the administrator's appointment as an at-will administrator. If there is no such vacant position, the Superintendent may implement the reduction in force procedure to reassign the administrator or may, for a period not to exceed one year, assign the administrator to a position on special assignment at a step, column, and length of contract equal to or higher than the position held prior to the administrator's appointment as an at-will administrator. If at the conclusion of the year there is no vacant position for reassignment, the reduction in force procedure may be implemented to reassign the administrator. If the at-will administrator was not previously employed by the School District, there is no right to reassignment. Notwithstanding the preceding contract provisions of Article 16-9, the incumbent in the position of Executive Manager, Superintendent's Office, as of July 1, 2019, upon removal from this position, shall continue to be compensated at the administrator's current rate (star-rated) until such time as the compensation for the administrator's non at-will position reaches or exceeds the at-will amount.

In compliance with Assembly Bill 469, with respect to school principal staffing autonomy, at such time an administrator serving in at at-will position which has not been excluded by law from participation in collective bargaining is removed from the at-will position by the Superintendent and is considered for the school-based position of assistant principal or student success coordinator, the administrator shall be designated as "unassigned," and the assignment provisions of Article 33-3 shall be followed.

To receive consideration for a school-based administrator vacancy, an administrator who has been removed from an at-will position must apply for and be competitively selected for a posted school-based administrator vacancy.

- 16-10 When an at-will administrator is given written notice by the Superintendent that the administrator shall no longer be serving in that capacity, the administrator shall be reassigned in accordance with Article 16-9 as soon as possible. If an at-will administrator voluntarily leaves an at-will position, the administrator shall be paid at the then current salary step and appropriate column assigned to that new position.
- 16-11 If an administrator serving in an at-will position, which has been excluded by law from participation in collective bargaining, is voluntarily or involuntarily reassigned by the Superintendent to a position that is eligible for participation in collective bargaining, that administrator shall receive all rights and privileges covered under this contract.

However, such reassignment must be to a vacant administrative position and cannot result in the reduction in force of any administrator who is eligible for participation in collective bargaining. The administrator who is reassigned shall be paid no less than the current salary step and appropriate column and length of contract assigned to that new position or at a higher salary step as determined by the Superintendent.

- 16-12 Any administrator who accepts a shared contract shall be entitled to only one-half of the contribution paid by the School District for health insurance benefits. This is not to be construed as an entitlement on the part of any administrator to a shared contract, which may be conferred or renewed at the sole discretion of the School District.

A shared contract shall consist of one full-time position shared during one (1) school year by two (2) administrators who have agreed to accept such a contract.

ARTICLE 17 HOLIDAYS

- 17-1 Administrators covered by this Agreement shall be granted holiday leave as listed below:

Independence Day (12-month administrators only)

Labor Day

Nevada Day

Veteran's Day

Thanksgiving Day (two day holiday)

Winter Break (two day holiday)

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Spring Break (one day holiday)

Memorial Day

Additional holiday leave will be granted in accordance with the annual calendar adopted by the Trustees.

- 17-2 All administrators covered by this Agreement shall be granted six (6) personal leave days in addition to the above holidays. Requests made under this Article will be processed in the same manner as vacation requests. Personal leave must be used during the contract year it is allocated. Personal leave may not be utilized during a supplemental contract.

- 17-3 Administrators covered by this Agreement shall be granted holidays in addition to the above, as determined by the Trustees.

ARTICLE 18 VACATION

- 18-1 Vacation for administrators covered by this Agreement shall be accumulated at the rate of two (2) days per month of employment. One (1) vacation day shall be earned upon completion of assigned work days beginning with the first day of the month through the fifteenth (15th) day of the month, and a second vacation day shall be earned upon completion of assigned work days from the sixteenth (16th) day of the month through the last day of the month. Vacation days shall be accumulated for both the regular contract and the supplemental contract.
- 18-2 At termination of service, administrators shall be compensated for their accrued vacation, not to exceed 85 days. Payment will be made at administrator's daily rate of pay effective at the time of separation and calculated in accordance with the methodology established in 18-4-1.
- 18-3 Vacation may be taken only at times approved by the administrator's supervisor. The approval of vacation time will not, however, be unreasonably withheld and will be consistently administered throughout the School District.
- 18-4 Administrators will be compensated at the administrator's daily rate of pay for up to five (5) of the vacation days in excess of 85 as of June 30. Payment will be made on the July 25 check and it is not subject to PERS payment. Administrators not desiring to be compensated for these days may stop the payment by notifying the Chief Human Resources Officer, Human Resources Division, on or before July 1. Administrators who are on paid status on June 30 and who terminate employment that day are entitled to be paid for any days in excess of 85 to a maximum of five days under this article.
- 18-4-1 The administrator's daily rate of pay for the purpose of calculating vacation day compensation will be determined by establishing a uniform contract year for, 11-, and 12-month administrators.

Uniform Contract Year

Uniform Contract Year for 12-month administrators will be calculated at 246 work days; and

(The annualized salary for a 12-month administrator divided by 246 work days equals the daily rate of pay for purposes of determining the value of vacation day compensation.)

Uniform Contract Year for 11-month administrators will be calculated at 224 work days.

(The annualized salary for an 11-month administrator divided by 224 work days equals the daily rate of pay for purposes of determining the value of vacation day compensation.)

- 18-5 Earned vacation days in excess of 85 as of June 30 for which compensation is not provided must be used on or before August 31 or these days will be deducted from the total days on September 1. If days are to be deducted from an administrator, one

- of the administrator's days will be donated to the CCASAPe Sick Leave Pool. Days contributed to the pool as a result of the deducted vacation days shall not exceed 50 days in any school year. Administrators may use the vacation days earned in July and August without impacting the days in excess of 85 as of June 30.
- 18-6 The vacation days identified on the second paycheck of the month reflect vacation days earned for that month. However, these days do not reflect vacation days utilized during the month.

ARTICLE 19 ADMINISTRATORS' ADVISORY COUNCIL

- 19-1 An Administrators' Advisory Council shall be established by the Association.
- 19-2 The purpose of the advisory council is:
- (a) Advisory to the superintendent and the cabinet regarding procedures, practices and programs which will result in a better educational atmosphere in the School District.
 - (b) Improve the morale of all administrators.
 - (c) Apprise the superintendent and staff of actual or potential problems involving the School District.
 - (d) Improve communications between the Association and the superintendent and staff.
 - (e) Secure maximum productive and constructive involvement of all administrators in their primary goal, which is the educational process of the School District.
 - (f) Serve as the Contract Maintenance Committee.
- 19-3 The council shall consist of the superintendent of schools, members of the superintendent's immediate staff, the Executive Board of the Association, the President of the Clark County Association of Elementary School Principals, the President of the Clark County Association of Secondary Principals, the non-certified unified administrator appointed to the CCASAPe Representative Council by the CCASAPe President, and others who may be called upon by the superintendent or the Association to attend some of the meetings.
- 19-4 Meetings of the advisory council shall be scheduled at the request of the superintendent or the Association.
- 19-5 The agenda of each meeting shall be determined in advance. Both the superintendent and the Association may place on the agenda any item dealing with the conduct, policies or welfare of the public schools of Clark County. Notices of meetings of the council shall contain a listing of agenda items, and shall be made available to the council members a minimum of three (3) days prior to the meeting date.
- 19-6 The Administrators' Advisory Council shall adopt its own operational procedures.

ARTICLE 20
PROFESSIONAL COMPENSATION

20-1 Longevity Steps

- 20-1-1 An administrator completing ten (10) years of service in the School District will receive an additional one thousand three hundred dollars (\$1,300) for which PERS contributions will be made.

If the administrator begins his/her tenth year at the beginning of the contract year, the \$1,300 is provided in monthly increments of \$108.33 (\$54.17 per pay period) effective with the first month of the contract year.

If the administrator begins his/her tenth year within the contract year but prior to February 1, and the effective date of the appointment is at the beginning of the contract year, the administrator receives the \$1,300 in monthly increments of \$108.33 (\$54.17 per pay period) effective with the first month of the contract year. If the administrator begins his/her tenth year within the contract year and prior to February 1, but the effective date of the appointment is after the beginning of the contract year, the administrator receives monthly increments of \$108.33 (\$54.17 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her tenth year within the contract year on or after February 1, the administrator receives the \$1,300 in monthly increments beginning with the first month of the subsequent contract year.

The \$1,300 is in addition to the base salary and all other stipends in effect.

The \$1,300 stipend is provided in subsequent years but is discontinued when the administrator begins his/her fifteenth year and becomes eligible for the \$1,800 stipend.

- 20-1-2 An administrator completing fifteen (15) years of service in the School District will receive an additional one thousand eight hundred dollars (\$1,800) for which PERS contributions will be made.

If the administrator begins his/her fifteenth year at the beginning of the contract year, the \$1,800 is provided in monthly increments of \$150.00 (\$75.00 per pay period) effective with the first month of the contract year.

If the administrator begins his/her fifteenth year within the contract year but prior to February 1, and the effective date of the appointment is at the beginning of the contract year, the administrator receives the \$1,800 in monthly increments of \$150.00 (\$75.00 per pay period) effective with the first month of the contract year. If the administrator begins his/her fifteenth year within the contract year and prior to February 1, but the effective date of the appointment is after the beginning of the contract year, the administrator receives monthly increments of \$150.00 (\$75.00 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her fifteenth year within the contract year on or after February 1, the administrator receives the \$1,800 in monthly increments beginning with the first month of the subsequent contract year.

The \$1,800 is in addition to the base salary and all other stipends in effect.

The \$1,800 stipend is provided in subsequent years but is discontinued when the administrator begins his/her twentieth year and becomes eligible for the \$2,300 stipend.

- 20-1-3 An administrator completing twenty (20) years of service in the School District will receive an additional two thousand three hundred dollars (\$2,300) for which PERS contributions will be made.

If the administrator begins his/her twentieth year at the beginning of the contract year, the \$2,300 is provided in monthly increments of \$191.67 (\$95.83 per pay period) effective with the first month of the contract year.

If the administrator begins his/her twentieth year within the contract year but prior to February 1, and the effective date of the appointment is at the beginning of the contract year, the administrator receives the \$2,300 in monthly increments of \$191.67 (\$95.83 per pay period) effective with the first month of the contract year. If the administrator begins his/her twentieth year within the contract year and prior to February 1, but the effective date of the appointment is after the beginning of the contract year, the administrator receives monthly increments of \$191.67 (\$95.83 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her twentieth year within the contract year on or after February 1, the administrator receives the \$2,300 in monthly increments beginning with the first month of the subsequent contract year.

The \$2,300 is in addition to the base salary and all other stipends in effect.

The \$2,300 stipend is provided in subsequent years but is discontinued when the administrator begins his/her twenty-fifth year and becomes eligible for the \$2,800 stipend.

- 20-1-4 An administrator completing twenty-five (25) years of service in the School District will receive an additional two thousand eight hundred dollars (\$2,800) for which PERS contributions will be made.

If the administrator begins his/her twenty-fifth year at the beginning of the contract year, the \$2,800 is provided in monthly increments of \$233.33 (\$116.67 per pay period) effective with the first month of the contract year.

If the administrator begins his/her twenty-fifth year within the contract year but prior to February 1, and the effective date of appointment is at the beginning of the contract year, the administrator receives the \$2,800 in monthly increments of \$233.33 (\$116.67 per pay period) effective with the first month of the contract year. If the administrator begins his/her twenty-fifth year within the contract year and prior to February 1, but the effective date of appointment is after the beginning of the contract year, the administrator receives monthly increments of \$233.33 (\$116.67 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her twenty-fifth year within the contract year on or after February 1, the administrator receives the \$2,800 in monthly increments beginning with the first month of the subsequent contract year.

The \$2,800 is in addition to the base salary and all other stipends in effect.

The \$2,800 stipend is provided in subsequent years but is discontinued when the administrator begins his/her thirtieth year and becomes eligible for the \$4,000 stipend.

- 20-1-5 An administrator completing thirty (30) years of service in the School District will receive an additional four thousand dollars (\$4,000) for which PERS contributions will be made.

If the administrator begins his/her thirtieth year at the beginning of the contract year, the \$4,000 is provided in monthly increments of \$333.33 (\$166.67 per pay period) effective with the first month of the contract year.

If the administrator begins his/her thirtieth year within the contract year but prior to February 1, and the effective date of appointment is at the beginning of the contract year, the administrator receives the \$4,000 in monthly increments of \$333.33 (\$166.67 per pay period) effective with the first month of the contract year. If the administrator begins his/her thirtieth year within the contract year and prior to February 1, but the effective date of appointment is after the beginning of the contract year, the administrator receives monthly increments of \$333.33 (\$166.67 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her thirtieth year within the contract year on or after February 1, the administrator receives the \$4,000 in monthly increments beginning with the first month of the subsequent contract year.

The \$4,000 is in addition to the base salary and all other stipends in effect.

The \$4,000 stipend is provided in the subsequent years of employment as an administrator of the School District.

- 20-2 A principal who is assigned to a year-round school shall receive a stipend of five thousand dollars (\$5,000) for which PERS contributions will be made. An assistant principal who is assigned to a year-round school shall receive a stipend of two thousand five hundred (\$2,500) for which PERS contributions will be made. Assignments of less than a full contract year shall be prorated.

- 20-2-1 A principal who is assigned to a Zoom school and who supervises extended instructional days for students and teachers for the month of June shall receive an additional stipend of three thousand dollars (\$3,000). The School District shall pay these principals in one check in July, and the stipend is not subject to PERS contributions. This payment does not establish, nor should it be construed to establish, any property rights, nor any expectation of continuation.

- 20-2-2 An assistant principal who is assigned to a Zoom school and who supervises extended instructional days for students and teachers for the month of June shall receive an additional stipend of two thousand dollars (\$2,000). The School District shall pay these assistant principals in one check in July, and the stipend is not subject to PERS contributions. This payment does not establish, nor should it be construed to establish, any property rights, nor any expectation of continuation.

When a principal is assigned to open a new year-round school, the stipend shall be paid throughout the transition.

The Memorandum of Understanding, jointly agreed to by CCSD and CCASAP, outlines the transition of year-round school principals working twelve (12) months to a contract year in which they will work eleven (11) months.

- 20-3 The principals of Spring Mountain School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, and Sandy Valley High School shall receive a student activity stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to this stipend when a principal is transferred out of these schools. Assignments of less than a full contract year shall be prorated.

Senior high school assistant principals and senior high school student success coordinators who are routinely assigned more than 20 hours of work a month beyond their eight- (8) hour work day shall be eligible for an additional stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to this stipend when an administrator no longer serves as a senior high school assistant principal or senior high school student success coordinator. Assignments of less than a full contract year shall be prorated.

- 20-4 A principal who is assigned to a Prime 6 school shall receive an additional stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to this stipend when a principal is transferred out of a Prime 6 school. Assignments of less than a full contract year shall be prorated. Principals appointed to Prime 6 schools after July 1, 2008, will not be eligible for the two thousand dollar (\$2,000) stipend.

- 20-5 Administrators holding a doctorate degree from an accredited institution and valid for Nevada certification will receive an increase in their base salary of \$1,500 for which PERS contributions will be made. Assignments of less than a full contract year shall be prorated.

- 20-6 Administrators who voluntarily participate as a member of the Administrator Training Cadre of the Talent and Leadership Development Department, Instructional Services Unit, shall receive additional stipend(s) of one thousand dollars (\$1,000), seven hundred fifty dollars (\$750), five hundred dollars (\$500), three hundred seventy-five dollars (\$375), and/or two hundred fifty dollars (\$250) as identified in the following schedule. It is recognized that a person may receive more than one stipend. The School District shall pay these administrators in one check in July, and the stipend is not subject to PERS contributions. This payment does not establish, nor should it be construed to establish, any property rights, nor any expectation of continuation.

LEVEL I – \$1,000

- ▶ University/CCSD Administrative Cohort Liaison (1)
- ▶ K-12 Administrative Leadership Lead Design Team Member (1)

LEVEL II – \$750

- ▶ K-12 Administrative Leadership

LEVEL III – \$500

- ▶ Module Training K-12 (4 1/2 to 8 days)

LEVEL IV– \$375

- ▶ Administrative Leadership – Elementary Focus
- ▶ Administrative Leadership – Secondary Focus

LEVEL V – \$250

- ▶ Successful Beginnings
- ▶ Elementary Assistant Principals' Initial Service Training
- ▶ Elementary Principals' Initial Service Training
- ▶ Secondary Student Success Coordinators' Initial Service Training
- ▶ Secondary Assistant Principals' Initial Service Training
- ▶ Mentoring and Coaching
- ▶ Module Training K-12 (1/2 to 4 days)

Administrators volunteering to provide singular presentations shall not be compensated.

Administrators participating in and/or serving as presenters of Levels I through V training shall be granted PDE credits through the Instructional Services Unit. One PDE credit shall be granted for each 16 hours of training and/or presenting.

This schedule can be modified at any time with mutual agreement of both parties.

20-7

A principal who is assigned to a school operating on a double session or a flexible double session schedule shall receive an additional stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to the stipend when a school is no longer on double sessions or when the principal is transferred from the double session school. Assignments of less than a full contract year shall be prorated.

Principals of separate schools which are sharing the same campus are not eligible for the stipend unless the separate schools are on a double session or a flexible double session schedule.

A principal who is assigned to two sites, one of which is a rural site, shall receive an additional stipend of three thousand dollars (\$3,000) for which PERS contributions will be made. There is no entitlement to the stipend when a principal is no longer assigned to two sites, one of which is a rural site. Assignments of less than a full contract year shall be prorated.

20-8

For the 2021-2022 contract year, and beyond, unless modified through negotiations, the compensation for administrators covered by this Agreement shall be as follows:

Effective with the first paycheck in July 2021 for 11- and 12-month administrators, the Administrative Salary Schedule shall be decreased by .25% from the salary schedule in effect for the 2020-2021 contract year. This decrease represents the .25% employee increase in the PERS contribution rate, effective July 1, 2021, for the 2021-2022 contract year.

After the Administrative Salary Schedule has been decreased by .25% from the salary schedule in effect for the 2020-2021 contract year, the decreased salary schedule shall then be increased by 3.00%. This salary increase will be paid retroactively to July 1, 2021, for 12-month administrators and to August 1, 2021, for 11-month administrators.

Salary schedule increases finalized through negotiations after the beginning of the respective contract year shall be paid retroactively to the beginning of the contract year in one lump sum payment on a date to be determined by the parties.

For the 2021-2022 and 2022-2023 school years, eligible administrators shall receive annual column and longevity increases as provided by this Agreement.

Salary schedule column advancement for eligible administrators as determined by this Agreement shall occur on the first paycheck in July 2021 for 12-month administrators and on the first paycheck in August 2021 for 11-month administrators. Because the 2021-2023 Agreement was finalized after the beginning of the respective contract year, salary schedule column advancement for eligible administrators shall be paid retroactively to the beginning of the contract year in one lump sum payment on a date to be determined by the parties.

Longevity pay advancement for eligible administrators as determined by this Agreement shall occur on the first paycheck in July 2021 for 12-month administrators and on the first paycheck in August 2021 for 11-month administrators. Because the 2021-2023 Agreement was finalized after the beginning of the contract year, longevity advancement for eligible administrators shall be paid retroactively to the beginning of the contract year in one lump-sum payment on a date to be determined by the parties.

- 20-9 For the 2022-2023 contract year, and beyond, unless modified through negotiations, the compensation for administrators covered by this Agreement shall be as follows:

Salary schedule column advancement for eligible administrators as determined by this Agreement shall occur automatically on the first paycheck in July 2022 for 12-month administrators and on the first paycheck in August 2022 for 11-month administrators.

Longevity pay advancement for eligible administrators as determined by this Agreement shall occur automatically on the first paycheck in July 2022 for 12-month administrators and on the first paycheck in August 2022 for and 11-month administrators.

- 20-10 Responsibility Pay

Any administrator who is officially assigned in writing by the appropriate administrator for a period of ten (10) or more consecutive days to perform all of the duties and responsibilities of an absent administrator who is at a higher salary step shall receive a payment retroactive to the first day of the assignment at a rate of pay ten percent (10%) higher than the administrator's present daily rate of pay. It is not intended that the reassignment of an administrator to perform all of the duties of an absent administrator will cause a chain reaction of reassignments.

An exception to the ten percent (10%) increase exists if the position being filled is paid at a rate of less than ten percent (10%) higher than the step of the administrator filling the position. No administrator shall receive a greater increase under this article than would be received for a regular assignment.

- 20-11 Classification and Reclassification

Classification is the placement of an administrator or professional-technical employee on the Administrative or Professional-technical Salary Schedules respectively.

Reclassification is the movement of an existing administrator or professional-technical employee on the Administrative or Professional-technical Salary Schedule based on significant changes in the duties and responsibilities from the duties and responsibilities of the position as identified in the job description for which the administrator or professional-technical employee was initially hired.

20-11-1 Classification Committee

- A. The following administrators or professional-technical employees will serve on the Classification Committee:
 - (1) Chief Human Resources Officer, Human Resources Division
 - (2) Executive Director, Clark County Association of School Administrators and Professional-technical Employees
 - (3) Two School-based Administrators
 - (4) One Non School-based Administrator
 - (5) One Non School-based Professional-technical Employee
- B. The Chief Human Resources Officer, Human Resources Division, and the Executive Director, Clark County Association of School Administrators and Professional-technical Employees, will be permanent members of the Committee. The remaining four members will serve until replaced by mutual agreement of the School District and the Association.

20-11-2 Creation of New Positions

- A. The superintendent, deputy superintendents, associate superintendents, or assistant superintendents will submit a request for classification for a proposed new administrative or professional-technical position and a duties and responsibilities questionnaire for the new position to the Chief Human Resources Officer, Human Resources Division.
- B. The questionnaire will be analyzed and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
- C. The Classification Committee will be convened to review the analysis and the points assigned by the Human Resources Division. The Classification Committee will seek clarification for the position as needed.
- D. The final calculation of the Classification Committee will be submitted to the Superintendent. The Superintendent will determine if the position will be submitted to the Business and Finance Unit for inclusion in the budget process.
- E. The Superintendent's recommendation will be submitted to the Business and Finance Unit.
- F. The position will be implemented in the next school year. Positions requiring an immediate creation can be created with the approval of the Superintendent.

- G. There is no appeal of the Classification Committee's final calculation, other than verification of its accuracy.

20-11-3 Requested Review of Existing Non Site-based Positions

- A. The superintendent, deputy superintendents, associate superintendents, or assistant superintendents of the relevant position may request a review of salary-step placement of an existing position.
- B. The procedure for requesting salary-step placement review is as follows:
 - (1) The superintendent, deputy superintendents, associate superintendents, or assistant superintendents sends a written request for the review with a rationale for the request and the position questionnaire to the Human Resources Division.
 - (2) All position incumbents will be asked to submit the position description questionnaire.
 - (3) The questionnaires will be analyzed and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
 - (4) The Classification Committee will be convened to review the analysis, and, if appropriate, recommend revisions.
 - (5) The final calculation of the Classification Committee will be submitted to the Superintendent. The Superintendent will determine if the salary-step placement change will be submitted to the Business and Finance Unit for inclusion in the budget process.
 - (6) The Superintendent's recommendation will be submitted to the Business and Finance Unit.
 - (7) The salary-step placement change will be implemented in the next school year. The administrator's salary placement will result in a one-column increase.
 - (8) There is no appeal of the Classification Committee's final calculation, other than verification of its accuracy.
- C. The superintendent may override the Committee's recommendations only by one of the following:
 - (1) Submitting in writing to the Committee an explanation of the factual circumstances warranting a change in the Committee's recommendations; or
 - (2) Establishing actual evidence of the inability to locate a qualified candidate after a regularly conducted personnel search; or
 - (3) Approval by the Board of School Trustees.

20-11-4 Annual Review of Non Site-based Positions

- A. During the month of April each year, the superintendent, deputy superintendents, associate superintendents, or assistant superintendents will review the administrative and professional-technical positions within his/her area of responsibility and certify that the positions remain essentially the same.
- B. If the review of the position by the superintendent, deputy superintendents, associate superintendents, or assistant superintendents reveals that the position has changed significantly, a new job description must be developed and both the old job description and the new job description will be submitted to the Human Resources Division by May 1.
 - (1) The new job description will be analyzed and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
 - (2) In June, the Classification Committee will be convened to review the analysis of the new job description, and, if appropriate, recommend revisions.
 - (3) If the results of the point system place the administrator higher than his/her current salary-step placement, the administrator will be moved to the appropriate salary-step placement effective the first day of the contract year for that administrator. The administrator's salary placement will result in a one-column increase.
 - (4) If the results of the point system place the administrator lower than his/her current salary-step placement, the administrator will be grandfathered in the position at the current salary-step placement. When the position is vacated, it will be advertised at the appropriate salary-step placement.

20-11-5 Annual Review of Site-based Principal Positions

- A. On or shortly after state-count day, or when enrollment is finalized for funding purposes, the Human Resources Division will review the results of the point system applied to each school, taking into consideration all information available.
- B. If the results place the principal higher than his/her current salary-step placement for the school year, the principal will be moved to the appropriate salary-step placement effective retroactively to the beginning of the contract year. The administrator's salary placement will result in a one-column increase.
- C. If the results of the point system place the principal lower than his/her current salary-step placement, the principal will remain at his/her current placement. The principal will not be required to transfer from the school, despite his/her higher salary-step placement.

- D. If the principal requests a transfer to a site at which the principal's salary-step placement is at a lower salary-step placement than the principal's current position, he/she will be moved to the appropriate salary-step placement and receive the salary to which the position is entitled.
- E. If the principal is transferred, and has not requested such transfer, to a site at which the principal's salary-step placement is at a lower placement than the principal's current salary-step placement, he/she will remain at his/her current salary-step placement.
- F. A principal selected to open a new school will receive no less than his/her current salary-step placement. The new school's salary-step placement will be determined on or shortly after state-count day, or when enrollment is finalized for funding purposes. If the results of the point system places the principal higher than his/her current placement for the school year, the principal will be moved to the appropriate salary-step placement effective retroactively to the beginning of the contract year.

20-12 The existing compensation methodology for administrators outlined in Article 20-11 in this Agreement will remain in effect until a new compensation system is developed and agreed upon by the parties.

20-13 A principal who is recognized as a Nationally Board Certified Principal shall receive an additional 5% of base salary for which PERS contributions will be made.

20-14 Franchise School Principal

A principal selected to become a Franchise School principal will be compensated in the following manner:

20-14-1 A principal who simultaneously serves as Franchise Principal of two (2) elementary schools shall be placed at the appropriate salary step on the Administrative Salary Schedule as determined by the Principal Classification System, mutually agreed to by the School District and the Association, and shall receive an additional 20% increase in base salary calculated on the appropriate salary step as determined by the Principal Classification System. The annual salary shall be paid according to the compensation methodology established in Article 16-3 of the Negotiated Agreement between the Clark County School District and the Clark County Association of School Administrators and Professional-technical Employees (Agreement) and is subject to Public Employees Retirement System (PERS) contributions. There shall be no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School Principal.

20-14-2 A principal who simultaneously serves as principal of three (3) elementary schools shall be placed on Step 45 of the Administrative Salary Schedule and shall receive an additional 30% increase in base salary calculated on Step 45. The salary shall be paid according to the compensation methodology established in Article 16-3 of the Agreement and is subject to PERS contributions. There shall be no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School Principal.

- 20-14-3 A principal who simultaneously serves as principal of two (2) schools (an elementary school and a middle school or two (2) middle schools) shall be placed on Step 45 of the Administrative Salary Schedule and shall receive an additional 25% increase in base salary calculated at Step 45. The salary shall be paid according to the compensation methodology established in Article 16-3 of the Agreement and is subject to PERS contributions. There shall be no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School Principal.
- 20-14-4 A principal who simultaneously serves as principal of three (3) schools (a combination of elementary and middle schools) shall be placed on Step 45 of the Administrative Salary Schedule and shall receive an additional 35% increase in base salary calculated at Step 45. The salary shall be paid according to the compensation methodology established in Article 16-3 of the Agreement and is subject to PERS contributions. There shall be no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School Principal.
- 20-14-5 A principal who simultaneously serves as principal of two (2) secondary schools, at least one (1) of which is a senior high school, shall be placed at Step 47 of the Administrative Salary Schedule and shall receive an additional 25% increase in base salary calculated at Step 47. The salary shall be paid according to the compensation methodology established in Article 16-3 of the Agreement and is subject to PERS contributions. There shall be no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School Principal.
- 20-14-6 A principal who simultaneously serves as principal of three (3) secondary schools or two (2) secondary schools and one (1) elementary school shall be placed at Step 47 of the Administrative Salary Schedule and shall receive an additional 40% increase in base salary calculated at Step 47. In this scenario, at least one (1) of the schools must be a senior high school. The salary shall be paid according to the compensation methodology established in Article 16-3 of the Agreement and is subject to PERS contributions. There shall be no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School Principal.
- 20-14-7 The School District may utilize a small-school factor or a large-school factor to modify the salary step and percentage increase in base pay stipulated in this Article when mutually agreed to by the School District and the Association.
- 20-14-8 A Franchise School principal who voluntarily requests a transfer from a Franchise School principal assignment to a principal assignment consisting of a single school has no entitlement to maintain the percentage increase in base pay once the principal is no longer serving as a Franchise School principal. The School District shall assign the principal to a vacant position where the salary step and length of contract of the new position is equal to the salary step and length of contract held by the principal prior to being assigned as a Franchise School principal.
- 20-14-9 The School District may exercise its right to return a Franchise School principal to a principal assignment consisting of a single school in the subsequent school year-by providing written notification to the principal

not later than April 1 in the school year preceding the reassignment. The Deputy Superintendent/designee must inform the Franchise School principal in writing of the specific reasons for which the Franchise School principal is being returned to a single-school assignment for the subsequent school year.

Reassignment in the subsequent school year shall be effective July 1 for twelve- (12) month principals, August 1 for eleven- (11) month principals, or in accordance with the adopted school calendar. The principal must sign for receipt of the notification.

When appropriate notice is given, the principal shall be reassigned to a vacant, single-school principal position at a salary step and length of contract, as appropriate, that is equal to or higher than the salary step and length of contract held prior to selection as a Franchise School principal.

There is no entitlement to the percentage increase in base pay once the principal is no longer serving as a Franchise School principal.

20-15 Salary Schedule Advancement Methodology: Column G, Column H, Column I, and Column J

20-15-1 Administrators on Column F may advance to Column G upon completion of ninety (90) hours of School District-approved professional learning prior to May 15 in the contract year preceding the salary advancement. It is the administrator's responsibility to provide documentation to the Human Resources Division that Column G requirements have been satisfied. Professional learning hours for Column G may not be earned until the administrator has satisfied the requirements for placement on Column F. Advancement to Column G requires an effective or highly effective evaluation.

An administrator on Column F who receives a promotional position and is then, as the result of the salary placement and advancement methodology in School District Regulation 4291, subsequently placed on a new step and column, does not lose his/her eligibility to earn professional learning hours for placement on Column G.

20-15-2 Administrators on Column G may advance to Column H upon completion of ninety (90) hours of School District-approved professional learning prior to May 15 in the contract year preceding the salary advancement. It is the administrator's responsibility to provide documentation to the Human Resources Division that Column H requirements have been satisfied. Professional learning hours for Column H may not be earned until the administrator has satisfied the requirements for placement on Column G. Advancement to Column H requires an effective or highly effective evaluation.

An administrator on Column G who receives a promotional position and is then, as the result of the salary placement and advancement methodology in School District Regulation 4291, subsequently placed on a new step and column, does not lose his/her eligibility to earn professional learning hours for placement on Column H. This provision will be applied retroactively to administrators on Column G who received a promotional position in the 2019-2020 and 2020-2021 contract years

and were denied the opportunity to continue to earn professional learning hours because the promotional position resulted in placement on a column other than Column G.

- 20-15-3 Administrators on Column H may advance to Column I upon completion of ninety (90) hours of School District-approved professional learning prior to May 15 in the contract year preceding the salary advancement. It is the administrator's responsibility to provide documentation to the Human Resources Division that Column I requirements have been satisfied. Professional learning hours for Column I may not be earned until the administrator has satisfied the requirements for placement on Column H. Advancement to Column I requires an effective or highly effective evaluation.

An administrator on Column H who receives a promotional position and is then, as the result of the salary placement and advancement methodology in School District Regulation 4291, subsequently placed on a new step and column, does not lose his/her eligibility to earn professional learning hours for placement on Column I.

- 20-15-4 Administrators on Column I may advance to Column J upon completion of ninety (90) hours of School District-approved professional learning prior to May 15 in the contract year preceding the salary advancement. It is the administrator's responsibility to provide documentation to the Human Resources Division that Column J requirements have been satisfied. Professional learning hours for Column J may not be earned until the administrator has satisfied the requirements for placement on Column I. Advancement to Column J requires an effective or highly effective evaluation.

An administrator on Column I who receives a promotional position and is then, as the result of the salary placement and advancement methodology in School District Regulation 4291 subsequently placed on a new step and column, does not lose his/her eligibility to earn professional learning hours for placement on Column J.

- 20-15-5 Delivery of training content shall be varied and shall serve to create as much flexibility for participants as possible. Training may occur during the administrator's work day, outside of the administrator's work day, during Saturday classes, as independent study, and through on-line and virtual instruction. Training can be a combination of direct instruction and video-based instruction. Administrators shall not be able to use recertification courses to earn professional learning credits.

A permanent committee shall be established and shall meet on an as-needed basis with the Superintendent/designee to review training content, review delivery of training, and make recommendations for change and/or improvement.

CLARK COUNTY SCHOOL DISTRICT

Fiscal Year 2022 – School Administrators and Professional-Technical Employees Base Salary Schedule

Monthly Salaries for 12-MONTH Employees (plus \$1,500 per annum for Doctorate)

Salary Increase of 3% (net of PERS increase of .5% (Employee Burden of 0.25%))

STEP	COLUMN																			
	A	B1	B	C	C1	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	
36	5,264	5,647	5,522	5,806	5,931	6,088	6,213	6,389	6,514	6,716	6,841	7,047	7,172	7,404	7,529	7,778	7,903	8,167	8,292	
37	5,522	5,931	5,806	6,088	6,213	6,389	6,514	6,716	6,841	7,047	7,172	7,404	7,529	7,778	7,903	8,167	8,292	8,562	8,687	
38	5,806	6,213	6,088	6,389	6,514	6,716	6,841	7,047	7,172	7,404	7,529	7,778	7,903	8,167	8,292	8,562	8,687	8,991	9,116	
39	6,088	6,514	6,389	6,716	6,841	7,047	7,172	7,404	7,529	7,778	7,903	8,167	8,292	8,562	8,687	8,991	9,116	9,439	9,564	
40	6,389	6,841	6,716	7,047	7,172	7,404	7,529	7,778	7,903	8,167	8,292	8,562	8,687	8,991	9,116	9,439	9,564	9,915	10,040	
41	6,716	7,172	7,047	7,404	7,529	7,778	7,903	8,167	8,292	8,562	8,687	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	
42	7,047	7,529	7,404	7,778	7,903	8,167	8,292	8,562	8,687	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	
43	7,404	7,903	7,778	8,167	8,292	8,562	8,687	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	
44	7,778	8,292	8,167	8,562	8,687	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	
45	8,167	8,687	8,562	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	12,650	12,775	
46	8,562	8,991	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	12,650	13,287	13,412	
47	8,991	9,116	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	12,650	12,775	13,287	13,951	14,076	
48	9,439	9,564	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	12,650	12,775	13,287	13,412	13,951	14,647	14,772	
49	9,915	10,040	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	12,650	12,775	13,287	13,412	13,951	14,076	14,647	15,381	15,506	
50	10,409	10,534	10,921	11,046	11,469	11,594	12,048	12,173	12,650	12,775	13,287	13,412	13,951	14,076	14,647	15,381	15,506	16,149	16,274	
51	10,921	11,046	11,469	11,594	12,048	12,173	12,650	12,775	13,287	13,412	13,951	14,076	14,647	15,381	15,506	16,149	16,274	16,957	17,082	
52	11,469	11,594	12,048	12,173	12,650	12,775	13,287	13,412	13,951	14,076	14,647	14,772	15,381	15,506	16,149	16,957	17,082	17,805	17,930	

**CLARK COUNTY SCHOOL DISTRICT
2021-2023 ADMINISTRATIVE AND PROFESSIONAL-TECHNICAL SALARY SCHEDULE**

*Column F → Column G Movement Methodology

There are two possible methodologies for moving from Column F to Column G of the Administrative and Professional-Technical Salary Schedule.

Methodology 1: Administrators who have completed two (2) years on any Step F and who are beginning their 15th year of overall service in the School District will move to Column G.

Methodology 2: Effective with the 2022-2023 contract year, administrators on Column F may advance to Column G upon completion of ninety (90) hours of School District-approved professional learning prior to May 15 in the contract year preceding the salary advancement.

An employee who is placed on the Administrative and Professional-technical Salary Schedule prior to February 1 will advance to the next column at the beginning of each contract year providing the employee is satisfactorily performing the responsibilities of the position as determined by the annual evaluation.

Employees who receive their initial appointment to the Administrative and Professional-technical Salary Schedule on or after February 1 will continue on the same column for the following school year.

An administrator who is assigned to a different salary schedule step at any time during the year is entitled to the normal column increase in the subsequent year.

Administrators completing the following years of School District service will be eligible for longevity compensation for which PERS contributions will be made:
10 Years - \$1,300; 15 Years - \$1,800; 20 Years - \$2,300; 25 Years - \$2,800; 30 Years - \$4,000.

A principal who is assigned either to a Prime 6 school, Spring Mountain High School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, or to a double session or flexible double session schedule shall receive an additional stipend of \$2,000 for which PERS contributions will be made. A \$2,000 stipend will be provided to eligible senior high school student success coordinators and senior high school assistant principals.

A principal who is assigned to a year-round school shall receive an additional stipend of \$5,000 for which PERS contributions will be made. An assistant principal who is assigned to a year-round school shall receive an additional stipend of \$2,500 for which PERS contributions will be made.

A principal who is assigned to two sites, one of which is a rural site, shall receive an additional stipend of three thousand dollars (\$3,000) for which PERS contributions will be made.

Effective with the 2012-2013 contract year, columns (A1, B1, C1, etc.) of the Administrative and Professional-technical Salary Schedule reflect monies earned by administrators and professional-technical employees who possess an eligible doctorate degree. The monies earned for an eligible doctorate degree are paid as a part of base salary and are no longer paid as a stipend.

A principal who is recognized as a Nationally Board Certified Principal shall receive an additional 5% of base salary for which PERS contributions will be made.

ARTICLE 21
HEALTH AND WELFARE BENEFITS AND TRUST

21-1 Health and Welfare Trust

21-1-1 Whereas the Association has previously established a School Administrators' and Professional-technical Employees' Welfare Trust (hereinafter the "Trust"), the School District agrees to contribute the amounts set forth in this Article to the Trust, or its designee(s), for purposes of providing health benefits, life insurance benefits, unused sick leave benefits, retiree health reimbursement benefits, long term care benefits and/or such other benefits as determined by the Trust's Board of Trustees, on behalf of all Covered Employees. The contributions shall be made monthly, by the 25th day of each month.

21-1-2 The Trust shall comply with all applicable federal and state laws and shall maintain its tax-qualified status under section 501(c) of the Internal Revenue Code.

The Trust shall be audited annually and a copy of each annual audit report shall be provided to the School District within sixty (60) days after the Trustees receive the final annual audit report.

21-1-3 The School District agrees to make contributions to the Trust as set forth in this Article. All costs of operating, administering and providing benefits from the Trust shall be paid by the Trust, and the School District shall have no liability for any such costs.

21-1-4 The Trust is solely responsible for accounting and distribution of contributions made to the Trust by the School District under this Article. The Trust's Board of Trustees is solely responsible in its discretion for the administration of the Trust, the selection of Trust benefits, increases or decreases in benefit costs, decisions regarding type and amount of benefits, Trust participants' costs for benefits, eligibility for benefits, the continuation, alteration or elimination of benefits for Covered Employees and retirees, and all other aspects of Trust operation. The description of any particular benefit in this Agreement shall not impede the Trustees' discretion as provided in this Article.

During the term of this agreement, and in accordance with the provisions of NRS 288.217, either party shall negotiate with the other regarding any proposed substantive health benefit changes. This Article may be reopened for this specific purpose, at any time, by one party notifying the other that it wishes to reopen negotiations for such purposes.

21-1-5 It is recognized by the parties that the School District, in agreeing to make contributions to the Trust as described in this Article is not, thereby, participating in determining how the contributions to the Trust shall be used or any other matter set forth in Article 21-1-4. The parties agree that the School District's only obligation regarding the Trust is to contribute the sums agreed to in the manner specified in this Article.

21-1-6 The School District is not a party to any contract of insurance between the Trust, any insurance carrier, administrator or provider of care. The parties agree that, as a condition of the School District making, and the Trust accepting, the contributions set forth in this Article, the Association and the

Trust must hold the School District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, including attorneys' fees, arising from the operation of the Trust.

21-1-7 As to all contributions and benefits described in this Article, the School District agrees to provide associated payroll deduction options to Covered Employees, and such reasonable recordkeeping and verification of employment as may be required for accurate accounting and administration of contributions and benefits by the Trust.

21-1-8 Eligibility and qualifications to participate in the Trust's benefit plans shall be as determined in the sole discretion of the Trust, except that the following classes of employees and retirees shall be eligible to participate in the Trust's benefit plans:

21-1-8-1 All Covered Employees;

21-1-8-2 All retired Covered Employees who elect to participate in the Trust's benefit plans upon retirement provided that they are receiving a Nevada Public Employees Retirement System (PERS) pension at that time;

21-1-8-3 The School District Superintendent and members of the District's Board of Trustees;

21-1-8-4 The retired School District Superintendent provided he or she is a participant in the Trust's benefit plans upon retirement and provided that he or she is receiving a Nevada PERS pension at that time; and

21-1-8-5 All retired Covered Employees age 65 or older who desire to continue participation in a Trust health benefit plan, shall enroll in the Trust's Medicare Advantage Plan. These retirees must be receiving a Nevada PERS pension and must be enrolled in Medicare Part A and Part B.

21-2 Health Benefits

21-2-1 The School District agrees to contribute to the Trust the following amounts for Covered Employees participating in the Trust's health benefits:

July 1, 2018:	\$733.62
July 1, 2019:	\$762.96
July 1, 2020:	\$793.48
July 1, 2021:	\$833.15*
July 1, 2022:	\$874.81

*retroactive to July 1, 2021 for all administrators

For 2021-2023, the increase in the health insurance contribution, per enrolled participant, reflects an increase of five percent (5%) for each year of the term.

The foregoing amounts include the required monthly contribution for the \$50,000 life insurance policy and the long term disability benefits described in Article 21-3.

- 21-2-2 Any Covered Employee who is otherwise eligible for the Trust's health benefits but who instead elects to participate in a different School District or employee association health plan may have the CCASAPE-negotiated contribution set forth in Article 21-2-1 paid by the School District to that plan. Only the portion of the contribution required for coverage in the other plan, for the Covered Employee and his or her dependents, may be paid to such other plan. Any excess amount shall be paid to the Trust on a monthly basis.
- 21-3 \$50,000 Life Insurance Policy and Long Term Disability
- 21-3-1 The \$50,000 life insurance policy is a life insurance benefit included in the Trust's health benefits plans, along with a long term disability benefit. The School District makes no separate contribution to the Trust for these benefits, and Covered Employees who have elected to participate in a different health plan pursuant to Article 21-2-2 are not eligible for these benefits.
- 21-4 \$100,000 Life Insurance Policy and Long Term Care
- 21-4-1 Effective July 1, 2017, the School District shall increase the current \$35.00 monthly contribution by \$9.60 per month, for a total contribution of \$44.60, for the \$100,000 life insurance policy and long term care benefit, as described in Article 21-4-2.
- 21-5 Retiree Health Reimbursement
- 21-5-1 For 2021-2023, the School District shall contribute to the Trust the sum of \$7.73 per month on behalf of each Covered Employee for purposes of a retiree health reimbursement benefit to assist eligible retirees with the costs of health coverage.
- 21-5-2 The required contribution set forth in Article 21-5-1 shall be automatically increased in the same percentage as any general salary increases that result from future negotiations.
- 21-6 Unused Sick Leave
- 21-6-1 For 2021-2023, the School District shall contribute the sum of \$8.86 per month on behalf of each Covered Employee for purposes of a retiree unused sick leave reimbursement plan for eligible retirees.
- 21-6-2 The required contribution set forth in Article 21-6-1 shall be automatically increased in the same percentage as any general salary increases that result from future negotiations.
- 21-7 Protected Health Information
- 21-7-1 The Trust shall comply with applicable federal laws with respect to the maintenance of Protected Health Information (PHI). The release of PHI by the Trust to the School District shall be consistent with the requirements set forth in a Business Associate Agreement, including any addendums, between the Trust and the School District. With a 60-day advance notice, the Trust shall deliver PHI to the School District no later than August 31st. The Trust shall release PHI to the School District in a manner that shall not violate applicable state or federal law, including but not limited

to, HIPAA or the Minimum Necessary Rule. The School District shall make no request that requires the Trust to violate applicable state or federal law, including but not limited to, HIPAA or the Minimum Necessary Rule.

ARTICLE 22 PUBLIC EMPLOYEES RETIREMENT SYSTEM

- 22-1 Continuing the provision begun with the Agreement for school year 1975-1976, the School District will pay, beginning with the first day of contracted school years 1987-1989, the standard employee and employer contribution to social security and Medicare as required, as well as, the employee and employer contribution to the Public Employees Retirement System (PERS) for a total of 29.75% for school years 2021-2022 and 2022-2023 for each administrator covered by this Agreement.

It is understood that half of the PERS contribution is paid with School District funds and half is paid on behalf of the employee with employee funds agreed upon in previous and current collective bargaining agreements.

ARTICLE 23 PROHIBITIVE PRACTICES

- 23-1 Administrative personnel covered by this Agreement and the Association agree not to utilize the services of any School District administrator during the administrator's work day or use any School District equipment that will in any way benefit the administrator or the Association personally during the normal work day.
- 23-2 No services performed for eligible administrative members and the Association shall be paid for by the School District.
- 23-3 No Association business or activities shall be conducted during the administrator's working hours except as provided in Article 4 and Article 7 of this Agreement.
- 23-4 Abuses by administrators of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.

ARTICLE 24 NO STRIKES/WORK STOPPAGES

- 24-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.

ARTICLE 25 GENERAL SAVINGS CLAUSE

- 25-1 If any provision of this Agreement or any application thereof to any administrator or group of administrators 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 26 REDUCTION IN FORCE

- 26-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be reduced in force, and the positions within a division or unit in which such reductions in force shall occur. The Administrators' Advisory Council shall serve in an advisory capacity to the Superintendent and to the Cabinet regarding this paragraph as provided for in Article 19 of the current Agreement.

Nevada Revised Statute 288.151 stipulates that the performance of an administrator is the most important criterion for consideration when implementing a reduction in force/layoff. The reduction in force procedure outlined in Article 26, as required by state law, establishes employee performance as the most important factor in determining a layoff as the result of a reduction in force.

Additionally, Assembly Bill 469 provides staffing autonomy to school principals. It is the intent of the School District and the Association to ensure that all school-based staffing is in strict compliance with the staffing autonomy provided to school principals in Section 16 of Assembly Bill 469. Specifically, the assignment provisions for administrators impacted by a reduction in force defer to the statutory requirements that provide for school principal staffing autonomy. In accordance with state law, before an administrator impacted by a reduction in force can be assigned to any school-based position, the agreement of the receiving school principal is required.

- 26-2 Subject to the determinations in 26-1 above, the School District and the Association agree to the following stipulations:

- 26-2-1 Administrators who volunteer to leave from the positions within a division or unit affected by the reduction in force shall be the first to be reduced in force.

Administrators who volunteer to leave from the positions within a division or unit affected by the reduction in force shall be required to immediately complete a CCF-164 form indicating resignation or retirement effective no later than the end of the current contract year. This decision to volunteer to resign or retire from employment as an administrator with the School District is irrevocable.

- 26-2-2 If the necessary reductions cannot be made through attrition and/or resignation, then in accordance with the provisions of NRS 288.151, administrators within a division or unit affected by the reduction in force who have been rated as ineffective in the previous school year shall be laid off.

If the necessary reductions cannot be made by the reduction in force of administrators who have been rated as ineffective in the previous school year, then in accordance with the provisions of NRS 288.151, administrators within a division or unit affected by the reduction in force who have been rated as minimally effective in the previous school year shall next be laid off.

If the necessary reductions cannot be made by the reduction in force of administrators who have been rated as minimally effective in the previous school year, then in accordance with the provisions of NRS 288.151, an administrator whose employment record includes: 1.) a criminal record that

resulted in the suspension of the administrator, or 2.) disciplinary action that resulted in the suspension of the administrator for five (5) days or more and that was uncontested or has been finally adjudicated shall next be laid off. Administrators receiving a suspension of five (5) days or more shall be laid off based on the number of suspension days received, in descending order.

If the necessary reductions cannot be made by the reduction in force of administrators who have been rated as ineffective or minimally effective in the previous school year; whose employment record includes a criminal record that resulted in suspension; or whose employment record includes disciplinary action that resulted in a suspension of five (5) days or more, then an administrator who has been determined to have abused sick leave shall next be laid off. An administrator's abuse of sick leave shall be based on a review conducted by Employee-Management Relations and which resulted in the administrator being required to repay the School District for abusing sick leave.

An administrator who is reduced in force/laid off under any of the provisions of Article 26-2-2 shall not be recalled to an administrative position.

26-2-3 Any additional reduction in force of an administrator shall be determined by using the following criteria in rank order listed to designate the least senior administrator who shall next be reduced in force:

26-2-3-1 First Criterion - Seniority as an administrator, on the Administrative or Professional-technical Salary Schedule, within the School District. Seniority as an administrator shall be determined by the initial hire date as an administrator, having continuous service since that date, as determined by the Human Resources Division. If service is not continuous, the seniority date as an administrator shall be adjusted by extending the initial hire date as an administrator by adding the missing time as a School District administrator to identify the adjusted hire date as an administrator. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

26-2-3-2 Second Criterion - Seniority by administrative position title within the division or unit at the same range and length of contract. Seniority by administrative position title shall be determined by the initial hire date in the administrative position, having continuous service since that date, as determined by the Human Resources Division. If service is not continuous, the seniority date in the administrative position shall be adjusted by extending the initial hire date in the position by adding the missing time in the position to identify the adjusted hire date in the position. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose

performance was rated highly effective in the previous school year, irrespective of seniority.

26-2-3-3 Third Criterion - Seniority in the School District. Seniority in the School District shall be determined by the initial hire date as a School District employee, having continuous service since that date, as determined by the Human Resources Division. If service is not continuous, the seniority date as a School District employee shall be adjusted by extending the initial hire date by adding the missing time as a School District employee to identify the adjusted hire date in the School District. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

26-2-3-4 In the event that steps 26-2-3-1 through 26-2-3-3 do not identify the administrator or administrators for the reduction in force, the administrator or administrators remaining in step 26-2-3-3 shall participate in a lottery designed by the School District and the Association to select the administrator or administrators for the reduction in force. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

26-2-4 The reduction in force procedure outlined below shall be followed for non school-based administrators who have been identified for reduction in force.

An administrator who is affected by a reduction in force procedure shall be assigned to a vacant administrative position or to a position which is being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. The position must be at the same range, length of contract, and in the same division or unit. If no such position is available, the administrator becomes eligible to be assigned to a position at the same range and length of contract in another division or unit. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority. A non school-based administrator cannot reduce in force a school-based administrator.

If a position at the same range and length of contract is not available, using the process outlined above, the administrator shall be assigned to an administrative position at the same range but with a shorter individual contract within the same division or unit. The administrator shall be assigned to a vacant administrative position or to a position which is being

filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

If no such position is available in the same division or unit, the administrator becomes eligible to be assigned to a position at the same range, but with a shorter individual contract in another division or unit. The administrator shall be assigned to a vacant administrative position or to a position which is being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

If no such position is available, the administrator becomes eligible for a vacant administrative position within the same division or unit at the next lower range, or for a position at the next lower range, which is being filled by an administrator with less seniority as an administrator, and at an equivalent or shorter individual contract. If there is no position at the next lower range at an equivalent or shorter individual contract within the same division or unit, the administrator is eligible for the position at the lower range without regard to the length of the individual contract. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. This procedure shall be repeated within the same division or unit until the administrator is assigned to a vacant position, or to a position being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

If no position is identified within the same division or unit using the procedure outlined above, then the procedure shall be repeated in other divisions or units, as determined by the Human Resources Division, until the administrator is assigned to a vacant position or to a position being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by the Human Resources Division. In accordance with the provisions of NRS 288.151, an administrator whose performance was rated effective in the previous school year shall be reduced in force prior to an

administrator whose performance was rated highly effective in the previous school year, irrespective of seniority.

Reduction in force shall not be utilized to assign a licensed administrator to a non-licensed position or a non-licensed administrator to a licensed position unless within the School District the administrator was previously assigned to the type of position (licensed or non-licensed) that is vacant or that is being filled by an administrator with less seniority.

- 26-2-5 Whenever possible, a thirty- (30) day written notification shall be given, by the Human Resources Division, to administrators who are laid off as a result of a reduction in force.

A non school-based administrator who is reduced in force/laid off when no other non school-based administrative position is available, or a school-based administrator who is reduced in force/laid off when no other school-based administrative position is available and who was previously employed by the School District in a teaching position, shall be assigned to a vacant teaching position in accordance with the administrator's certification, qualifications, and seniority in the School District, as determined by the Human Resources Division. An administrator, who is assigned to a vacant teaching position, shall retain all previous administrative seniority. The assignment of an administrator to a vacant teaching position requires the agreement of the receiving school principal.

A school-based administrator who has been designated as "unassigned" under Article 33 for a period of ninety (90) or more school days may be reduced in force/laid off. For a school-based administrator who is designated as "unassigned," and who is reduced in force/laid off, the thirty- (30) day written notification provided for in this Article is required.

A school-based administrator who has been designated as "unassigned" for ninety (90) or more school days and who was previously employed by the School District in a teaching position shall be assigned to a vacant teaching position in accordance with the administrator's certification, qualifications, and seniority in the School District, as determined by the Human Resources Division. An "unassigned" administrator, who is assigned to a vacant teaching position shall retain all previous administrative seniority. The assignment of an administrator to a vacant teaching position requires the agreement of the receiving school principal.

Any administrator who is reduced in force/laid off and who is assigned to a vacant teaching position, who wishes to return to a school-based administrative position, must apply for and be competitively selected for a posted school-based administrative position vacancy.

A professional-technical employee who was previously employed by the School District as a support professional employee who is reduced in force/laid off when no other professional-technical position is available, shall be assigned to a vacant support professional position in accordance with the professional-technical employee's qualifications and seniority in the School District, as determined by the Human Resources Division. The professional-technical employee shall be assigned to a vacant support professional position that is at the same pay grade and months as the position held when the professional-technical employee was a support professional employee for the School District. If no position is available

based on qualifications and seniority that is equal to the position held when the professional-technical employee was a support professional employee, then the professional-technical employee shall be assigned to a vacant support professional position at the next highest pay grade and months possible based on qualifications and seniority, as determined by the Human Resources Division. The professional-technical employee has no entitlement to a support professional position with a higher pay grade than the support professional position previously held by the professional-technical employee. A professional-technical employee, who is assigned to a vacant support professional position, shall retain all previous administrative seniority. The assignment of a professional-technical employee to a vacant school-based support professional position requires the agreement of the receiving school principal.

A professional-technical employee, who is identified for reduction in force/layoff and who subsequently receives notice from the School District that assignment to a vacant support professional position in accordance with the Agreement has occurred, has the option, at the time of assignment to the vacant support professional position, to decline the assignment. If the professional-technical employee exercises this option, the School District shall notify the professional-technical employee that no support professional position is available, and the professional-technical employee shall be reduced in force/laid off from employment with the School District. The professional-technical employee shall retain the two (2)-year right to recall provisions outlined in Article 26-3 of the Agreement.

- 26-3 The recall provisions outlined below shall be followed for non school-based administrators impacted by a reduction in force/lay off.

A non school-based administrator impacted by a reduction in force/lay off may not be recalled to a school-based administrative position. In order to hold a school-based administrative position, a non school-based administrator must apply for and be competitively selected for a posted school-based administrative position vacancy.

For purposes of Article 26-3, the term administrator shall refer only to non school-based administrators.

The Human Resources Division shall notify an administrator who has been reduced in force/laid off of an identified administrative assignment. The administrator must notify the Human Resources Division within the timelines specified in the notification of the administrator's desire to accept the identified administrative assignment. The administrator must report to duty on the date identified by the Human Resources Division.

- 26-3-1 With the exception of an administrator reduced in force/laid off under Article 26-2-2, an administrator who is subject to a loss of administrative position through a reduction in force procedure has a two (2)-year right to return to an administrative position for which the employee is licensed and qualified, as determined by the Human Resources Division. In accordance with the provisions of NRS 288.151, an administrator who is subject to the loss of administrative position through a reduction in force procedure and whose performance was rated highly effective in the previous school year may be recalled to an administrative position prior to an administrator whose performance was rated effective in the previous school year, irrespective of seniority.

The Human Resources Division shall post available administrative positions not utilized to assign an administrator impacted by a reduction in force/lay off.

Prior to returning to the position the administrator held prior to the reduction in force, the administrator may notify the School District of the administrator's desire for a posted non school-based position which is not at a higher range or length of contract than the administrator's position held prior to the reduction in force. If an administrator selects a position at a range and/or length of contract that is less than the range and length of contract of the position held prior to the reduction in force, the administrator may continue to apply for future available non school-based administrative vacancies until the administrator returns to a position at the same range and length of contract as held prior to the reduction in force. An administrator shall be assigned based on qualifications and seniority.

In accordance with the provisions of NRS 288.151, an administrator who is subject to the loss of administrative position through a reduction in force procedure and whose performance was rated highly effective in the previous school year may be recalled to an administrative position prior to an administrator whose performance was rated effective in the previous school year, irrespective of seniority.

An administrator who applies for, and is competitively selected for a promotional position within the School District, waives any future return rights to the position held prior to the reduction in force. An administrator who refuses a School District offer to return to a position that is at the same range and length of contract as the position held prior to the reduction in force waives any future return rights.

- 26-3-2 An administrator who is assigned to another administrative position through a reduction in force procedure has a two (2)-year right to return to an administrative position in the School District at the same range and length of contract as the position held prior to the reduction in force for which the employee is licensed and qualified, as determined by the Human Resources Division.

In accordance with the provisions of NRS 288.151, an administrator who is assigned to another administrative position through a reduction in force procedure and whose performance was rated highly effective in the previous school year may be returned to an administrative position prior to an administrator whose performance was rated effective in the previous school year, irrespective of seniority.

The Human Resources Division shall post available administrative positions not utilized to assign an administrator impacted by a reduction in force/lay off.

Prior to returning to the position held by the administrator prior to the reduction in force, the administrator may notify the School District of the administrator's desire for a posted non school-based position which is at a higher range or length of contract than the reassigned position, but not at a higher range or length of contract than the administrator's position held prior to the reduction in force. If an administrator selects a position at a range and/or length of contract that is less than the range and/or length of contract of the position held prior to the reduction in force, the administrator

may continue to apply for future available non school-based administrative vacancies until the administrator returns to a position at the same range and length of contract as held prior to the reduction in force. Administrators shall be assigned based on qualifications and seniority. In accordance with the provisions of NRS 288.151, an administrator who is assigned to another administrative position through a reduction in force procedure and whose performance was rated highly effective in the previous school year may be returned to an administrative position prior to an administrator whose performance was rated effective in the previous school year, irrespective of seniority.

An administrator who applies for, and is competitively selected for a promotional position within the School District, waives any future return rights to the position held prior to the reduction in force. An administrator who refuses a School District offer to return to a position that is at the same range and length of contract as the position held prior to the reduction in force waives any future return rights.

- 26-4 Disputes arising in the implementation of this Article shall be resolved by:
 - 26-4-1 Mutual agreement between the Superintendent/designee and the Administrators' Advisory Council.
 - 26-4-2 Arbitration, as identified in Article 4-16 of this Agreement, if the dispute cannot be resolved by mutual agreement as described in Article 26-4-1.
- 26-5 The following reduction in force stipulations provide additional criteria to be followed when a reduction in force is implemented.
 - 26-5-1 A reduction in force shall not result in an enhancement to an administrator's current base salary.
 - 26-5-2 For purposes of making decisions related to implementation of a reduction in force, salary range and length of contract are determined by the salary range and length of contract being paid to the administrator, not the salary range and length of contract identified for the position.
 - 26-5-3 The reduction in force procedure assumes that a reclassified position is the same position as it was originally, but with a new salary range. The reclassification of a position has no impact on the hire date in the position for the administrator who has been reclassified.
 - 26-5-4 An administrator with less than a full-time contract cannot bump an employee with a full-time contract.
 - 26-5-5 In accordance with Article 26-2-5, an administrator, who is reduced in force when no other administrative position is available and who was previously employed by the School District in a teaching position, shall be assigned to a vacant teaching position in accordance with the administrator's licensure, qualifications, and seniority in the School District, as determined by the Human Resources Division. For purposes of this Article, a teaching position is defined as any position that is paid on the Teacher Salary Schedule for which a license is required. The assignment of an administrator to a vacant teaching position requires the agreement of the receiving school principal.

- 26-5-6 In accordance with Article 26-2-5, a professional-technical employee, who is reduced in force when no other professional-technical position is available and who was previously employed by the School District in a support professional position, shall be assigned to a vacant support professional position in accordance with the professional-technical employee's qualifications and seniority in the School District, as determined by the Human Resources Division. The assignment of a professional-technical employee to a vacant school-based support professional position requires the agreement of the receiving school principal.
- 26-5-7 A professional-technical employee, who possesses an administrative license and who is reduced in force from the professional-technical position but has never held a licensed administrative position in the School District, cannot bump an administrator in a licensed administrative position.
- 26-5-8 A professional-technical employee, who has previous licensed or school-based administrative experience in the School District and who is reduced in force from the professional-technical position, has the right to bump a less senior professional-technical employee or a less senior administrator in a licensed administrative position, excluding school-based administrators. The professional-technical employee must meet the minimum qualifications for the new position.
- 26-5-9 A licensed administrator who has never held a professional-technical administrative position with the School District may not bump a professional-technical employee.
- 26-5-10 A non school-based administrator may not bump a school-based administrator.
- 26-5-11 A principal who is reduced in force may bump a less senior principal at a lower range and/or shorter length of contract. For the purpose of determining seniority in the position of principal, the cumulative years of principal experience at all levels (elementary, middle, and high school) shall be totaled. If there is a break in service as a principal, (i.e., the principal is demoted to an assistant principal position, accepts an assignment to a position at a lower salary range than principal, etc.), the years of service as an assistant principal or in another position shall not count as years of service in the position of principal.
- 26-5-12 An elementary principal who is reduced in force may bump a less senior secondary principal at the same or lower salary range and length of contract.
- 26-5-13 A Range 41, 11-month secondary assistant principal who is reduced in force may not bump a Range 41, 11-month principal.
- 26-5-14 An 11-month Education Services Division principal who is reduced in force may bump another 11-month principal with less seniority who is at the same or lower salary range.
- 26-5-15 A school-based administrator who is reduced in force may be offered a vacant administrative position in an outlying location. Outlying locations include Indian Springs, Laughlin, Mesquite, Moapa Valley, Boulder City, Spring Mountain, Mount Charleston, Searchlight, and Sandy Valley.

However, the administrator may decline the outlying assignment without impacting the administrator's right to return to a current available position. This provision is consistent with the current practice of not assigning administrators to outlying locations without their agreement. In accordance with state law, before an administrator impacted by a reduction in force can be assigned to a school-based administrative position (an assistant principal or a student success coordinator), the agreement of the receiving school principal is required. An impacted administrator, for whom school principal agreement for a school-based administrative position (an assistant principal or a student success coordinator) is not secured, shall be designated as "unassigned" and subject to the assignment provisions of this Article.

26-5-16 The School District identifies administrative positions as licensed or professional-technical. How the position was identified on the position announcement when the applicant was selected for the position shall determine whether the administrator is licensed or professional-technical.

26-5-17 In the event a reduction in force occurs which results in the layoff or reassignment of non school-based administrators, a non school-based administrator on leave of absence, who notifies the School District of the administrator's intent to return, shall be assigned by the School District to a vacant non school-based administrative position only after non school-based administrators who have been subject to layoff or reassignment as a result of a reduction in force have been reassigned to an administrative position.

In the event a reduction in force occurs which results in the layoff or reassignment of school-based administrators, a school-based administrator on leave of absence, who notifies the School District of the administrator's intent to return, shall be designated as "unassigned" and subject to the assignment provisions of Article 33.

26-5-18 In the event a reduction in force occurs which results in the layoff or reassignment of administrators, an administrator on Military Leave, who notifies the School District of the administrator's intent to return, shall not be designated as "unassigned" and is not subject to the assignment provisions of this Article.

26-5-19 Administrative positions assigned to Vegas PBS may only be filled in accordance with Federal Communications Commission (FCC) rules, which require that all position vacancies be advertised nationally, as determined by the Human Resources Division.

ARTICLE 27

PROGRESSIVE DISCIPLINE

27-1 Except as otherwise provided by this Agreement, demotion, suspension, dismissal, and non-renewal actions taken against administrators covered by this Agreement shall comply with all provisions of NRS Chapter 391 as amended through the Nevada Legislature. It is understood that all references to NRS Chapter 391 throughout this Article imply the current Chapter 391 and any future amendments by the Nevada Legislature.

- 27-2 The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Progressive discipline is an effective, reasonable system of disciplinary action that is founded on the premise that disciplinary actions are, where possible, to be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe; and that the disciplinary actions imposed and their progression fit the nature of the specific circumstances.
- 27-3 Demotion, suspension, dismissal, and non-renewal actions taken against administrators in accordance with NRS 391 shall be appropriate to the specific failure to act of the individual administrator, shall be progressive in nature, and shall be reasonably related to the nature of the problem.
- 27-4 Except for incidents of a serious nature as defined in this Article, progressive discipline action shall be as follows:
- 27-4-1 First, oral warning:
- A. The supervisor must verbally communicate the deficiencies to the administrator regarding his/her performance or behavior.
 - B. The supervisor must discuss the deficiencies in which improvement is required.
 - C. An oral warning may be memorialized in writing in an oral warning conference summary.
 - D. If an oral warning conference summary is developed, a written acknowledgment of receipt of the oral warning conference summary must be obtained. The administrator is required to sign the oral warning conference summary as an acknowledgment of receipt, but the signature does not necessarily indicate agreement with its content.
- 27-4-2 Second, written warning:
- A. The supervisor must, in writing, communicate the deficiencies to the administrator regarding his/her performance or behavior which must be changed/improved.
 - B. The supervisor must, in writing, describe the deficiencies in which change/improvement is required and establish directions designed to lead to the required change/improvement.
 - C. The supervisor must, in writing, inform the administrator that failure to improve may result in an admonishment and/or suspension, demotion, or dismissal.
 - D. A written acknowledgement of receipt of the written warning must be obtained. The administrator is required to sign the written warning as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its content.
- 27-4-3 Third, admonition or admonition/suspension:
- A. An admonition must be provided to an administrator as a separate document or in conjunction with a suspension. However, no administrator shall be suspended without previously having received

an admonishment except as provided for in NRS 391.755 and NRS 391.760.

- B. The supervisor must, in the written admonition, comply with the requirements of NRS 391.755 and notify the administrator that improvement is required and that continuation or repetition of the deficiencies as stated in the document may result in suspension, demotion, dismissal, or a recommendation not to reemploy.
- C. The supervisor may issue an admonition only after an investigation, if needed, has been made. An admonishment may be utilized as the first step of progressive discipline when the administrator's actions meet the criteria for an incident of a serious nature as provided for in this Article.
- D. A written acknowledgement of the receipt of the admonishment must be obtained. The administrator is required to sign the admonishment as an acknowledgement of receipt but the signature does not necessarily indicate agreement with its content.
- E. Suspension is used to temporarily remove an administrator from duties. An administrator may be suspended more than once during the administrator's contract year, but the total number of days of suspension may not exceed twenty (20) in one (1) contract year as provided in NRS 391.760.

It is recognized by both the Association and the School District that administrators are considered exempt employees under the Fair Labor Standards Act. As exempt employees, administrators shall not be suspended with loss of pay for less than five (5) days. Suspensions without loss of pay may be issued for any period as long as the twenty-(20) day maximum is not exceeded. Annual leave, personal leave, or compensatory leave may be reduced when suspensions without loss of pay of less than five (5) days are issued. The reduction shall be one (1) day of leave for one (1) day of suspension without loss of pay.

- F. Except as provided in NRS 391.755 and NRS 391.760, the supervisor must issue an admonition and a written notice of suspension identifying the action of the administrator leading to the suspension. The notice of suspension shall be signed by the administrator and the Superintendent or the Superintendent's designee.
- G. Except as provided in NRS 391.760 an administrator who has been given a Notice of Recommendation for Suspension is entitled to a hearing before a hearing officer. The administrator or the Association must request that the hearing begin at Step Two of the Grievance and Arbitration Procedure as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of suspension. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.

27-4-4 Fourth, demotion, non-renewal, or dismissal:

- A. A demotion is the removal of an administrator from his or her present position to one of lesser rank, responsibility, or pay. An administrator who is demoted must be assigned to a position in which he/she meets the minimum qualifications.

At such time an administrator is demoted and is considered for the school-based administrative position of assistant principal or student success coordinator, the demoted administrator shall be designated as "unassigned," and the assignment provisions of Article 33-3 shall be followed.

A licensed administrator who is demoted may be returned to a vacant licensed position if the administrator being demoted previously held a licensed position in the School District. The assignment of an administrator to a vacant teaching position requires the agreement of the receiving school principal.

A professional-technical employee who is demoted may be returned to a vacant support professional position if the professional-technical employee being demoted previously held a support professional position in the School District. The assignment of a professional-technical employee to a vacant school-based support professional position requires the agreement of the receiving school principal.

- B. The Superintendent shall give written notice of recommendation of demotion to the administrator as provided in NRS 391.775. The notice of recommendation of demotion shall be signed by the administrator and the Superintendent or the Superintendent's designee.
- C. An administrator who has been given notice of recommendation of demotion is entitled to a hearing before a hearing officer. The administrator or the Association must request the hearing as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of demotion. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
- D. A notice of intent not to reemploy shall be used for a probationary administrator who is rated as ineffective and who shall not be reemployed at the conclusion of the probationary period. The notice must include a statement of the reasons for non-reemployment.
- E. Dismissal is used to permanently remove an administrator from employment as an administrator with the School District.
- F. Before dismissal, the probationary administrator shall receive all notices as provided in NRS 391.680 to 391.695, inclusive; NRS 391.755; and NRS 391.820 and is entitled to a hearing before a hearing officer as set out in NRS 391.650 to NRS 391.810, inclusive, or as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing provided in Article 4-16. The administrator or the Association must request the hearing within ten

(10) days of receipt of the notice of recommendation of dismissal. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.

- G. If the Superintendent believes that cause exists for the dismissal of an administrator and is of the opinion that the immediate suspension of the administrator is necessary in the best interests of the pupils in the School District, the Superintendent may suspend the administrator without notice and without a hearing as provided in NRS 391.760. The Superintendent must provide the administrator with a notice of suspension as described in Article 27-4-3. Within five (5) days after the suspension becomes effective, the Superintendent shall begin proceedings pursuant to NRS 391.750 to NRS 391.810, inclusive, to effect the administrator's dismissal.
- H. The Superintendent shall give written notice of recommendation of dismissal to the administrator as provided in NRS 391.775. The notice of recommendation of dismissal shall be signed by the administrator and the Superintendent or the Superintendent's designee.
- I. At least fifteen (15) days before recommending to the Board that it demote, dismiss, or not reemploy a post-probationary administrator, or dismiss or demote a probationary administrator, the Superintendent shall give written notice to the administrator, by registered or certified mail, of his/her intention to make the recommendation. The notice must:
 - (1) Inform the administrator of the grounds for the recommendation.
 - (2) Inform the administrator that if a written request is directed to the Superintendent as provided in Article 4-16 of this Agreement, the administrator is entitled to a hearing before a hearing officer or the administrator is entitled to a hearing before a hearing officer as set out in NRS 391.650 to NRS 391.800, inclusive. The administrator or the Association must request the hearing provided in Article 4-16. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of dismissal. The School District must hold the hearing within seven (7) days of receipt of the request for hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
 - (3) Refer to Chapter 391 of NRS.
- J. Disputes regarding demotion or dismissal which are processed through the grievance and arbitration procedure of this Agreement shall become effective on the date of the arbitrator's decision.

27-5 No incident or observation may result in an oral warning conference summary, written warning, ineffective written evaluation, directions for change, or written admonition unless the incident or observation is called to the attention of the administrator in writing by the supervising administrator(s) within twenty (20) school days after the observation or the incident was brought to the attention of the supervising administrator or within twenty (20) school days that the administrator receiving the document is required by contract to be on the job. A written acknowledgement of

receipt of any writing must be obtained. The administrator is required to sign the writing as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its contents. If the administrator receiving the document is absent and not available during the twenty (20) school days, the twenty (20) school days shall be extended by the number of days that the administrator is absent. The twenty (20) school day rule shall apply and the days shall not be extended for administrators who are suspended.

- 27-6 Except for incidents of a serious nature, no incident or observation may result in a written oral warning conference summary, written warning, ineffective written evaluation, direction for change, or written admonition nor be placed in the administrator's personnel file unless it has been brought to the administrator's attention in writing by the supervising administrator(s) within six (6) months of the date of the incident or observation. Incidents of a serious nature as defined in this Article are not subject to the six (6) months limitation of this sub-section but are subject to the twenty (20) school days-notice provision of Article 27-5.
- 27-7 Incident of a serious nature means any incident when an administrator covered by this Agreement is: accused of immorality, dishonesty, unprofessional conduct, or gross misconduct that could lead to an admonition, suspension, demotion, non-renewal, dismissal, or any combination thereof, or conduct which constitutes a felony or a crime involving moral turpitude whether or not yet convicted.
- 27-8 A personnel notification shall be sufficient to call to the attention of the administrator the incident or observation which may lead to discipline if the personnel notification reasonably describes or refers to the incident or observation and identifies why the administrator is being considered for potential disciplinary action. The personnel notification must be used if an oral warning conference summary, written warning, written admonition, admonition/suspension, ineffective written evaluation, or direction for change is to be developed. The personnel notification must be physically handed to the administrator, forwarded by certified or registered mail, or at the request of the administrator, sent via fax or e-mail, and the administrator must acknowledge receipt by signing for the personnel notification. This signature does not necessarily indicate agreement with its contents.

ARTICLE 28 EMPLOYEE REPRESENTATION

- 28-1 An administrator about to undergo an investigatory interview is entitled to an association representative or another representative and reasonable notice shall be given. Reasonable notice shall mean notification not later than the day prior to the actual meeting except when circumstances may require a prompt investigatory interview. Any and all notices of the supervisor's desire to hold a conference with an administrator shall include the subject of the conference. The notice must be provided verbally, physically handed to the administrator, forwarded by certified or registered mail, or at the request of the administrator faxed or e-mailed.
- 28-2 After notice has been given and in the interest of expediting a resolution to a disciplinary problem, the School District may require an administrator to choose between participating in an investigatory interview without representation or not being interviewed. All investigatory interviews must be held within the administrator's work day as defined in Article 15.

- 28-3 An administrator's right to representation during the course of an interview arises if the supervising administrator takes any steps beyond merely informing the administrator of a disciplinary action.

**ARTICLE 29
OCCUPATIONALLY INJURED EMPLOYEES**

- 29-1 A reassignment of an occupationally injured administrator as defined in NRS 616 and 617 will not be deemed a transfer, involuntary demotion, or involuntary reclassification under this Agreement.

**ARTICLE 30
ADMINISTRATORS' CONTRACT OF EMPLOYMENT**

- 30-1 This Agreement when ratified by both parties shall be incorporated by reference and become a part of the administrators' contract of employment for the 2021-2023 contracted school years.

**ARTICLE 31
SECTION 125 PLAN**

- 31-1 Subject to the School District's approval of a legal opinion letter provided by legal counsel selected by the Association, the School District agrees to establish a Section 125 Plan.
- 31-2 The Association agrees that the School District's only obligation is to provide necessary payroll deductions, including eligibility lists, and to verify employment, as may be required by the plan. The School District's function is solely ministerial. The Association, therefore, agrees to hold the School District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees, arising from the creation and operation of the Plan.

**ARTICLE 32
TERM OF AGREEMENT**

- 32-1 This Agreement, when ratified by both parties, shall become effective at the beginning of the 2021-2022 school year and shall remain in effect until the end of the 2022-2023 school year, and it shall continue from year to year thereafter, unless either of the parties gives written notice to the other for the 2023-2024 school year in accordance with the provisions of NRS 288 of a desire to change, amend, or modify the Agreement.
- 32-2 After ratification, this Agreement revokes and supersedes all prior agreements, including so-called side agreements.
- 32-3 At the request of either party, the contract may be reopened to negotiate any financial or monetary compensation. Changes approved by the Board of School Trustees and the Association's Representative Council shall become a part of this Agreement.
- 32-4 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS.

ARTICLE 33
SCHOOL PRINCIPAL STAFFING AUTONOMY

33-1 It is the intent of the School District and the Association to ensure that all school staffing is in strict compliance with the staffing autonomy provided to school principals in Section 16 of Assembly Bill 469 and in Article 33.

33-2 "Unassigned" School-Based Administrative Positions

33-2-1 An assistant principal or a student success coordinator shall be designated as "unassigned" as the result of the School District's surplus staffing processes, a change in a school's strategic budget initiated by a school principal who "budgets out" a school-based administrative position, or the removal of an assistant principal or student success coordinator from a specific school that is designated as a Turnaround School. An assistant principal or a student success coordinator on "unassigned" status for the aforementioned reasons shall maintain current compensation, benefits, and length of contract.

Prior to making the decision to "budget out" an assistant principal or student success coordinator from the school's strategic budget, the school principal must inform the impacted administrator and the School Associate Superintendent in writing of the specific reasons for which the assistant principal or student success coordinator is being "budgeted out" of the school's strategic budget, including a summary of the necessary support that has been provided to the assistant principal or student success coordinator.

33-2-2 An assistant principal or a student success coordinator shall also be designated as "unassigned" upon his/her return from a non-paid leave of absence. (Refer to Article 12 – Extended Leaves of Absence.)

33-2-3 An assistant principal or a student success coordinator who has been designated as "unassigned" shall receive written notification from the Human Resources Division of placement in the "unassigned" status and the effective date of the administrator's "unassigned" status.

33-3 Assignment Procedures for an "Unassigned" Assistant Principal or Student Success Coordinator

33-3-1 A school principal with an administrative vacancy shall receive, from the Human Resources Division, a list of those "unassigned" assistant principals and student success coordinators who do not have a school assignment, as appropriate. The information provided to a school principal with respect to the "unassigned" administrators shall include employee contact information, the employee's evaluation rating for the three (3) most recent school years, and identification of any record of disciplinary action in the employee's personnel file.

- 33-3-1-1 The Human Resources Division shall maintain employee evaluations and disciplinary documents in a manner that ensures this information is easily retrievable for use by school principals.
- 33-3-2 An assistant principal or student success coordinator who has been identified as "unassigned" shall receive communication from the Human Resources Division with respect to the procedure that must be followed in order to apply for a posted school-based administrative position vacancy. The Human Resources Division shall ensure that all assistant principal and student success coordinator vacancies are posted in a transparent manner.
- 33-3-3 In compliance with Assembly Bill 469, a school principal who has an administrative vacancy may interview and select the candidate of his/her choice from the list of "unassigned" administrators provided by the Human Resources Division. An "unassigned" administrator may initiate contact with the school principal of a school where a vacancy exists to schedule an employment interview. A school principal who has advertised a school-based administrative vacancy and has initiated a selection process is not required to interrupt the selection process to consider an "unassigned" administrator to fill the vacancy but may choose to do so.
- 33-3-4 If a school-based administrative vacancy is not filled from the list of "unassigned" administrators, the school principal may then request that the position be advertised by the Human Resources Division.
- 33-3-5 The Deputy Superintendent/designee shall assume a key role in the management of the assignment process for "unassigned" school-based administrators. School Associate Superintendents shall interact with school principals to facilitate the assignment of "unassigned" administrators, but under no circumstances shall an "unassigned" administrator be assigned to a school without the agreement of the receiving school principal. School Associate Superintendents shall coordinate potential assignments across performance zones but, at the same time, shall preserve school principal hiring autonomy.
- 33-3-6 This assignment process is a circular process, repeating itself each time a school-based administrative vacancy occurs.
- 33-3-7 The School District's practice of utilizing "administrative transfer" as a mechanism to move an administrator to another administrative assignment without the agreement of the school principal is in violation of Assembly Bill 469 and Article 33 and shall be discontinued.
- 33-3-8 An administrative transfer that is consistent with the school principal hiring autonomy provided by Assembly Bill 469 and Article 33 may be used at any time agreement of the sending and receiving school principal is secured.
- 33-3-9 An administrator who is "unassigned" may apply for other school-based or non school-based administrative positions for which minimum qualifications are met.
- 33-4 School District Assignment Options for "Unassigned" Assistant Principals and Student Success Coordinators

33-4-1 For an assistant principal or a student success coordinator who is designated as "unassigned" and who is unable to secure school principal agreement for assignment to a school-based administrative vacancy, one or more of the following options shall be implemented:

33-4-1-1 The School District may assign an "unassigned" assistant principal or student success coordinator to a school in an off-ratio administrative position with funding for the position coming from central services and not from the school's strategic budget. An assistant principal or a student success coordinator on "unassigned" status shall maintain current compensation, benefits, and length of contract.

33-4-1-2 The School District may assign an "unassigned" assistant principal or student success coordinator as a roving substitute administrator with funding for the position coming from central services and not from the school's strategic budget. An assistant principal or a student success coordinator on "unassigned" status shall maintain current compensation, benefits, and length of contract.

33-4-1-3 The School District may assign an "unassigned" assistant principal or student success coordinator to a position on special assignment with funding for the position coming from central services and not from the school's strategic budget. An assistant principal or a student success coordinator on "unassigned" status shall maintain current compensation, benefits, and length of contract.

33-4-1-4 Consistent with the school principal hiring "autonomy" provided by Assembly Bill 469, the School District may develop other assignment options with mutual agreement of the Association. An "unassigned" assistant principal or student success coordinator who is assigned to any position shall maintain current compensation, benefits, and length of contract.

33-4-1-5 The assignment of an "unassigned" administrator under this Article shall not result in an enhancement to the administrator's base salary.

33-5 The desired outcome of the School District's assignment options for an "unassigned" assistant principal or student success coordinator is as follows:

33-5-1 The School District shall provide the necessary training, coaching, and mentoring to enable an "unassigned" assistant principal or student success coordinator to be competitively selected for a vacant school-based administrative position, but such training shall not be used as a reason for not being selected.

33-5-2 The School Associate Superintendent shall provide the necessary feedback and support to enable an "unassigned" administrator to ultimately make an informed career choice.

33-6 If an arbitrator rules that a school-based administrator must be returned to a school-based administrative position, the assignment of the impacted administrator shall occur in accordance with Assembly Bill 469 and Article 33.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of October 2021.

CLARK COUNTY SCHOOL DISTRICT

LINDA P. CAVAZOS
President
Board of School Trustees

JESUS F. JARA
Superintendent of Schools

EVELYN GARCIA MORALES
Clerk
Board of School Trustees

**CLARK COUNTY ASSOCIATION OF SCHOOL ADMINISTRATORS AND
PROFESSIONAL-TECHNICAL EMPLOYEES**

RYAN LEWIS
President

GREGORY COLE
President-Elect

DAVID HUDZICK
Secretary

STEPHEN AUGSPURGER
Executive Director