COMPREHENSIVE AGREEMENT
BETWEEN THE

Elko County School District
AND THE

Elko County School Site Administrator Association

July 1, 2025 – June 30, 2027

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COMPREHENSIVE AGREEMENT
BETWEEN
THE Elko COUNTY SCHOOL DISTRICT
AND
THE ELKO COUNTY SCHOOL SITE ADMINISTRATION ASSOCIATION

July 1, 2025 – June 30, 2027

This Agreement is made and entered into by and between the Board of School Trustees, hereinafter referred to as the "School Board" and Elko Administrators Association, herein referred to as the "Association".

PREAMBLE

WHEREAS, pursuant to the provisions of Chapter 288 of the laws of the State of Nevada, known as the Government Employee-Management Relations Act, the Elko County School District Site Administrators Association (hereinafter referred to as ECSSAA) has been recognized by the Elko County Board of School Trustees (hereinafter referred to as the Trustees) as the exclusive bargaining representative for the unit described herein, and

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

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

ARTICLE 1: DEFINITIONS

1.1: NRS 288

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 Government Employee-Management Relations Act.

1.2: Administrators

The term "administrators," as used in this Agreement, shall refer to all administrative employees who hold administrative positions requiring educational certification as set forth below and who are eligible for membership in the Elko County School Site Administrators Association (hereinafter referred to as the ECSSAA) with the exception of such administrators who are excluded by NRS 288.

Positions covered by this Agreement:

High School Principal

Secondary Vice-Principal (Middle & High School)

Combined School Principal

Combined School Vice Principal

Middle School Principal

Elementary School Principal

Elementary School Vice Principal

1.3: Trustees

The term "Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Elko County School District and is the entity known as the Local Government Employer in NRS 288.060. The terms "Trustee" shall include authorized officers and representatives. Despite references herein to "Trustees" as such, the Board of School Trustees reserves the right to act hereunder by committee or designated representative.

1.4: Association

The term "Association," as used in this Agreement, shall mean the ECSSAA and is the entity known as the Employee Organization in NRS 288.040. The terms ""Association" shall include authorized officers and representatives. Despite references herein to the "Association" as such, it reserves the right to act hereunder by committee or designated representative.

1.5: District

The term "School District," as used in this Agreement, shall mean the Elko County School District.

1.6: Superintendent

The term "superintendent," as used in this Agreement, shall mean the superintendent of schools of the Elko County School District or the designated representative.

1.7: Assistant Superintendent

The term "Assistant Superintendent," as used in this Agreement, shall mean the School District's director of personnel, or the superintendent's designee.

1.9: Agreement

The term "Agreement" refers to this document, being the Comprehensive Agreement between the Elko County School District and the ECSSAA.

1.10: School Year

The term "school year" shall be defined as stated in NRS 388.080: The Public School Year shall commence on the first day of July and shall end on the last day of June.

1.11: Contracted School Year

The term "contracted school year," as used in this Agreement, means the period of time from the administrator's first contracted school day through the last contracted school day.

1.12: School Day

A school day is defined as a day in which an administrator is required to be present on the job.

1.13: Executive Committee

The term "executive committee" refers to the three (3) elected officers (the president, vice president and secretary-treasurer) and the immediate past president of the ECSSAA.

1.14: Progressive Discipline

Progressive Discipline us defined as Written Admonitions, Suspensions, Dismissals/ Demotions and Non-Reemployment (Post-probationary only), based on the grounds contained in NRS 391.750.

ARTICLE 2: RECOGNITION

2.1: Exclusive Representation

The Board recognizes the Association as the exclusive representative of all Administrators as defined in this Agreement for all collective bargaining purposes as set forth in NRS 288. The Board acknowledges the receipt of (a) a copy of its constitution and by-laws; (b) a roster of its representatives and officers; (c) a pledge not to strike as required in NRS 288, and (d) a verified membership list.

2.2: Non-Member Right to Act

All rights and privileges granted to the Association under the terms and provisions of this agreement shall be for the exclusive use of the Association subject to Chapter 288.140(2) which states: “The recognition of an employee organization for negotiation, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself/herself with respect to any condition of his/her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any.”

2.3: Probationary Period

New Administrators, including principals, shall serve probationary periods in accordance with the requirements of NRS Chapter 291.

Post-probationary Administrators, including Principals who are deemed minimally effective shall serve an additional probationary period in accordance with the requirements of NRS Chapter 391.

ARTICLE 3: ASSOCIATION RIGHTS

3.1: Association Leave

Fifteen (15) days of Association leave shall be credited to the Association on July 1 of each year. Association leave shall not accrue from year to year. The purpose of this leave is for officers or representatives of the Association to conduct official Association business.

3.2: Use of School Buildings

The Association may use school buildings for Association business. Such use shall not interfere with or interrupt normal school operations.

3.3: Association Meetings

Meetings between the Association's members and non-employee representatives shall not interfere with normal work duties and unless otherwise approved by the Superintendent shall take place during non-work time.

3.4: Association Use of School Mail

The Association shall have the right to use school e-mail and inter-school mail service in conducting Association business.

3.5: Employee Protection

No member of the Association shall be discharged, dismissed or discriminated against because of lawful activities conducted on behalf of the Association.

ARTICLE 4: DUES DEDUCTION

4.1: Dues shall be deducted by the District from the wages of administrators who are Association Members, provided the administrators have authorized, in writing on a form approved by the District and the Association, such deductions. Such deductions will be paid to the Association by the District.

4.2: The Association shall certify in writing the current rate of membership dues to the District no later than September 10 each year. The District shall be notified of any changes in the rate of membership dues thirty (30) days prior to the effective date of such change.

4.3: No later than October 10 of each year the Association shall provide the District with a current list of membership. The Association shall notify the District monthly of any changes in such list. The District shall not be required to honor for any month's deduction any authorizations that are delivered to it later than the tenth (10^{th}) of the month.

4.4: The school District, in agreeing to deduct dues from the pay stubs of member Administrators, is performing a solely administration 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 the relation to any deduction made at the direction of the Association and contrary to the instructions received from the individual employee.

ARTICLE 5: IMPASSE PROCEEDINGS

5.1: It is understood that if the parties fail to reach agreement as a result of direct negotiation, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1: Definition of a grievance

A grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of the provisions of this Agreement.

A grievance shall not include any matter or action taken by the Board of Trustees, or any of its agents, for which relief is granted by the statutes of the State of Nevada or the Federal Government.

6.2: Standing to Submit a Grievance

A grievance may be initiated by an individual administrator, a group of administrators who are directly affected by the dispute, or the ECSSAA.

6.3: Multiple Grievant Grievances

A grievance involving more than one (1) administrator may be commenced at Step Two of the grievance procedure by filing a written grievance.

6.4: Timeliness of Grievance

A grievance as defined above must be initiated no later than twelve (12) school days after the affected administrator(s) or the ECSSAA first knew of the condition upon which the grievance is based.

6.5: Records

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.

6.6: Grievance Procedure

All grievances shall be processed in the following manner:

6.6.1: Step One

An administrator(s) having a grievance will first attempt to resolve it informally by meeting with the appropriate supervisor/director within the twelve (12) days specified in 6.4
At this step there is no reason to put the grievance in writing. The appropriate supervisor/director shall render a decision not later than five (5) school days from the date of the meeting. If the administrator(s) is not satisfied with the decision of the supervisor/director, the administrator may proceed to Step Two.

6.6.2: Step Two

If the grievance has not been resolved as a result of the informal proceedings, the grievance may be submitted to the superintendent within ten (10) days following the decision of the supervisor/director. The grievance shall be in writing, dated, and the receipt of the grievance initialed by the Superintendent by date. Copies of the grievance shall be submitted to all parties officially present during the informal hearing.

6.6.2.1:
In the event a grievance is submitted to Step Two in a timely manner, the Superintendent and the supervisor/director being grieved shall meet with the affected administrator(s) within ten (10) school days after receiving the grievance.

6.6.2.2:
The Superintendent shall not have the authority to modify, amend, alter, add to, or subtract from any provision of the Agreement.

6.6.2.3:
The Superintendent, in the absence of the expressed 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 6.1.

6.6.2.4:
The Superintendent's decision shall be submitted in writing to all parties within ten (10) school days after the meeting and his response shall include the reasons upon which his decision is based.

6.6.3: Step Three

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to mediation by informing the Superintendent within five (5) days after the Superintendent's time to respond, whichever is later. If the Superintendent does not timely approve a request for mediation then the request for Mediation is deemed to be denied and the grievance will be automatically moved to Step Four -Arbitration. The Superintendent and the Association president would have to consent to mediation. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be
conducted within thirty (30) days of the appointment of the mediator. The mediator has no binding authority. Any mediated agreement voluntarily agreed to by both parties will be final and binding and not subject to further appeal or court action. Any fees or costs imposed by FMCS will be equally split by the parties.

6.6.4: Step Four

In the event a grievance is not resolved at Step Three, the Association may request arbitration within ten (10) days of meditation. A written notice of intent to arbitrate shall be made by delivery to the Superintendent.

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the grievant shall attempt to mutually agree upon an arbitrator and to obtain a commitment from such arbitrator to serve. If within the ten (10) day period the parties are unable to agree upon an arbitrator, a request for a list of seven arbitrators shall

be made to the American Arbitration Association (AAA) by either party. The parties shall equally split administration fees assessed by AAA.

Within ten (10) days of the receipt of the list, each party shall alternately strike names from the list and the name remaining shall be the arbitrator. In striking names, the Association shall strike first.

Neither party shall be permitted to introduce evidence which was not submitted to the other party before the completion of Step Three meetings unless the arbitrator determines that the evidence was not available or known to the party offering the evidence before the completion of the Step Three meetings. If new evidence is admitted to the arbitration proceedings, a reasonable continuance of the arbitration hearing may be granted by the arbitrator if requested by the adverse party to respond.

Arbitration shall comply with the rules of the American Arbitration Association. All hearings held by the arbitrator shall be closed sessions. No party associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.

The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provisions of this Agreement. An arbitrator, in the absence of the expressed written agreement of both parties, shall have no authority to rule on any dispute between the parties other than the dispute which was originally processed.

The arbitrator's decision shall be submitted in writing to both parties no later than thirty (30) days after the closing of the record. The decision shall be final and binding on the parties to this Agreement.

The expenses of arbitration proceedings (arbitrator's fee, recorder's fee, rental of a facility, and any other fees deemed necessary) shall be shared equally by the district and grievant. Each party shall pay its own costs of preparing and presenting its case including the cost of a transcript.

The parties may mutually agree in writing to conduct any arbitration under this Article pursuant to the then existing Expedited Labor Arbitration Rules of the American Arbitration Association in effect at the time the grievance was filed.

6.7: Grievance Meeting

The time for a grievance meeting must be mutually approved by the Superintendent and the grievant.

6.8: Impact of Limitations Period

A grievance shall be considered null and void if not filed and processed by the aggrieved administrator(s) or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.
A grievance shall be decided in favor of the aggrieved administrator(s) if the time limitations are not observed by the supervisor/director or the Superintendent.

6.9: Extension of Limitations Period

All time limitations may be extended by mutual agreement of both parties.

6.10: No Reprisal for Grievances

No reprisals may be taken by the School Trustees or their agents, against any administrator(s) for having filed a grievance or for having participated in the grievance procedure on behalf of the grievant.

ARTICLE 7: EMPLOYEE RIGHTS

7.1: Personnel Files

7.1.1: Addition of Records to an Administrator's Personnel File

A copy of each written document concerning an Administrator which the School District places in the Administrator's permanent personnel file shall be provided to that-Administrator. The Administrator must sign the personnel file copy of the document as acknowledgement of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document.

7.1.2: Written Responses

An Administrator may prepare a written response, which will become a part of the Administrator's personnel file and will remain a part of said file as long as the document responded to remains a part of the file. In order to ensure that the response is not inadvertently overlooked, the Administrator will note under his or her signature on the document at the time the response is delivered that a response has been made and the document will be countersigned by the receiving Administrator and shall be attached to the supervisor's document. If an Administrator desires to make a written response, as set out herein, the

Administrator must submit his or her response to the District within fifteen (15) school days. Upon written request of the Administrator, a waiver of the time limits by the supervisor, not to
exceed (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 written response must be attached.

7.1.3: Access to Personnel Files

Access to personnel files of Administrators shall be on a need-to-know basis only. Permanent files of Administrators shall be kept in the personnel department. Review of such files shall be noted by the date and signature of reviewer. The superintendent of schools, the directors, the Administrator's immediate supervisor, all employees of the personnel department, District legal counsel, or as otherwise authorized by law, shall be exempt from this requirement.

7.1.4: Disciplinary Documents

No disciplinary document shall be placed into the personnel file without first being presented and copied to the employee and securing the employee's signature or refusal to sign for receipt thereof. Written reprimands will be removed from the personnel file within three (3) years if there is no intervening written reprimand or other similar disciplinary action in which case removal shall not occur until three (3) years after the date of the most recent disciplinary action or written reprimand. This provision does not apply to letters or reports of substantiated criminal activity or child abuse.

7.1.5: Employee Review

Employees shall have the right, upon written request to the Superintendent, to review and receive copies of all materials in their personnel files except where the District is required by law to maintain the confidentiality of such materials.

7.2: Complaints

If any complaints are filed against an Administrator that warrant written documentation, the Administrator shall be notified of such complaints within ten (10) days and allowed to respond in writing. Administrators shall have the right to challenge the accuracy of any non-evaluative material placed in their file. If the Superintendent or his/her designee cannot substantiate the accuracy of the material it shall be removed.

7.3: Representation

The Administrator shall be entitled to have an Association representative or an individual of his own choosing present during any meeting which could adversely affect the Administrator's position, employment, or salary.

7.4: Non-Discrimination

The District and the Association shall not discriminate against any employee in the bargaining unit based on race, religion, gender, age, physical or visual disability, National origin, sexual orientation or because of political or personal reasons or affiliations.

7.5: Interaction with Trustees

7.5.1: Staff Communication to Trustees

All formal communications or reports to the Board of Trustees or any Board of Trustees committee from Administrators will be submitted through the Superintendent. This procedure will not be construed as denying the right on any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the District. Administrators are invited to meetings of the Board of Trustees, which provide an opportunity to observe the Board's deliberations on matters of staff concern. No portion of this Article shall be construed as to prevent an administrator from being required to speak to one or more Trustees regarding School District business.

7.5.2: Trustees' Communications to Staff

All official Board communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will provide appropriate communication to keep staff fully informed of the Board's priorities, concerns, and actions.

ARTICLE 8: WORKING CONDITIONS

8.1: Salary

The salary indicated on the administrator's contract shall be derived using the formula specified in Article 10: Compensation, and shall represent the amount to be paid to the administrator for the contract year.

8.2: Contract Days

8.2.1: Administrators may be placed on contracts of varying length, as determined by the Superintendent, depending upon the assignment. Contract lengths may be of the following durations:

	5-day	4-day
a.	216 Days	/ 177 Days
b.	221 Days	/ 181 Days
c.	225 Days	/ 185 Days
d.	230 Days	/ 189 Days
e.	235 Days	/ 194 Days

Beginning with the 2026/27 Contract

	5-day	4-day
a.	211 Days	/ 173 Days
b.	216 Days	/ 177 Days
c.	220 Days	/ 181 Days
d.	225 Days	/ 185 Days
e.	230 Days	/ 190 Days

8.2.2: Contract days will be exclusive of school holidays and breaks as set forth in the annual school calendar as adopted by the Board of Trustees.

8.2.3: Once an administrator is offered, and accepts, a contract of a specific duration, that administrator shall be offered a contract for the succeeding year of the same or greater duration unless:

a. The administrator resigns his/her position;
b. The administrator retires;
c. The administrator's position is eliminated pursuant to Article 11: Transfer and Reduction in Force;
d. The administrator is involuntarily transferred pursuant to Article 11: Transfer and Reduction in Force.
e. The administrator is demoted pursuant to Article 12: Progressive Discipline.
f. The administrator voluntarily transfers to a position of lesser or reduced contract length and/or salary.

8.2.4: On the last contract day preceding Thanksgiving Break, Christmas Break and Spring Break, the administrator's contract day shall be reduced by two hours.

8.3: Comp Time To BE DELETED JULY 1, 2026

8.3.1: An Administrator who is required to work in excess of the contract day, which is equivalent to that of the school's teachers, may document and submit this time to the Superintendent. Such time will be referred to as Comp Time.

8.3.2: Comp Time shall be accrued for essential administrative duties that are not able to take place during the contract day or wait until the following contract day including:

a. Supervision of extracurricular and co-curricular events;
b. Stakeholder engagement events and Continuous Improvement Plan events;
c. Programs, fairs, showcases, ceremonies, inductions, dances, interviews;
d. Other duties deemed essential by the Superintendent;
e. The completion of reports that have a set deadline or crucial timeline;
f. Emergency SafeVoice, fire watch, or other emergent situations;
g. Summer-time commitments, programs, and summer school.

The above list is not all inclusive.

8.3.3: Comp Time shall not be accrued for tasks that are completed outside of the work day that are a part of the administrator's professional responsibility including:

a. Teacher Evaluations
b. Events where teacher attendance is encouraged, i.e. conferences, Open House
c. Training/meetings for which a stipend is already being issued

Comp time shall not be accrued for attending out-of-town athletic or extracurricular events unless required by NIAA.

8.3.4: A maximum of 40 hours of Comp Time may be accrued each contract year. Up to 40 hours of these hours may be paid at a rate $1/10^{th}$ of the Administrative Daily Rate in Article 10. Unless the parties agree otherwise in writing, changes in the rate become effective the first contract day following the ratification and approval of the contract by both parties. Administrators will document all such time accumulated in each calendar month which will be submitted in December and June of each contracted year.

8.3.5: All or part of accrued Comp Time may be converted to Personal Annual Leave by the Administrator, and used pursuant to Article 9.2. 10 hours will equal one (1) personal day when using Comp Time.

8.3.6: Comp time shall not roll over to the succeeding year.

8.4: Travel Time

8.4.1: Travel time of any Administrator required to travel during the normal school day shall be considered as part of such Administrator's contract day, with the exception of travel to and from the Administrator's regular work site. Mileage and/or gasoline allotments determined by the District will be granted to such Administrators when using their own vehicles when a District vehicle is not available or when they have been given permission by their immediate supervisor to use their vehicle instead of a District vehicle. Administrators who are required to attend mandated District meetings, in excess of the contracted work day, shall be compensated for their travel and attendance time according to Article 8.3. The District will make every effort to schedule mandated meetings to include travel time within the contracted work day.

ARTICLE 9: LEAVES

Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive school days shall constitute an abandonment of position and may be treated by the Board of Trustees as a resignation. Leave under this section may be taken in fifteen (15) minute increments up to a contracted day.

9.1: Sick Leave

9.1.1: Hours Allotted Sick leave shall be granted in the amount of 120 hours per year and shall be advanced at the beginning of each contract year. Sick leave balances will appear on each administrator's monthly pay stub.

9.1.2: Sick leave shall be granted for the following reasons:

a. An Administrator's personal illness or disability due to an accident.

b. Illness, accident, or death in the Administrator's immediate family. Immediate family shall mean: spouse/domestic partner (Registered domestic partnership with the Secretary of State), children (foster, step, temporary guardianship), parents, sister, brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

c. Leave with pay for an operation or regularly scheduled medical or dentist appointment.

d. An Administrator who is unable to work because of illness or disability and who has exhausted all sick leave available shall be provided with additional leave in alignment with the provisions of the Family Medical Leave Act (FMLA).

e. The District reserves the right to request certification by a physician or dentist that the interventions should not be postponed, if a question arises.

f. Should an Administrator be absent from his/her assignment for four (4) or more consecutive days or should there be a pattern of chronic or repeated absences, or the District has cause to suspect an abuse of a leave, the District reserves the right to require the Administrator to provide verification of illness/debilitating condition from a physician in order to establish that the absence meets the criteria stipulated in Article 9.1.2 (a) – Article 9.1.2 (c).

g. The Superintendent reserves the right to require the administrator to submit to an independent medical evaluation by a physician of the District's choice at District expense for any use of sick leave that extends beyond ten (10) consecutive work days.

9.1.3: Payment for Unused Sick Leave

a. Upon retirement under the Public Employees Retirement System of the State of Nevada of an Administrator from covered employment, the administrator having 15 or more years of service in Elko County School District or 10 years of service as an Administrator in the Elko County School District is entitled to payment at twenty-five (25%) percent of the daily rate for Administrative Salary Schedule in Article 10.1.2.a of this negotiated contract for their remaining sick leave days. For the purposes of this calculation, the number of unused sick leave days will not exceed the number of days in the Administrator's Contracted School Year.

b. Upon the death of an Administrator, who is employed at the time of death and has fifteen (15) years of service with the Elko County School District, the beneficiaries of the Administrator are entitled to a payment at 50% of their daily rate of their remaining sick leave days. For the purposes of this calculation, the number of unused sick leave days will not exceed the number of days in the Administrator's Contracted School Year.

9.1.4: Sick Leave Bank

a. Members of the Association may join the District Sick Leave Bank in accordance with the rules of the bank. Any review of changes in the sick leave bank rules shall be considered by the negotiations team with final approval by the Board.

9.1.5: Donation of Sick Leave

a. Administrators may make one or more voluntary, irrevocable donations of the Administrator's vested sick leave in increments of twenty (20) days or more to another school employee under the following conditions:

i. Sick leave may be donated to another employee who is categorized as 1st or 2nd degree on the Nevada Consanguinity/Affinity Chart (parent, child, spouse/domestic partner (Registered domestic partner with the Secretary of State), grandparent, brother/sister, grandchild, parent-in-law, or daughter/son in law;

ii. Sick leave may not be donated to other employees outside of the 1st and 2nd degrees on the Nevada Consanguinity/Affinity Chart;

iii. Sick leave may not be donated to another employee until the employee has exhausted all related leave.

iv. Requests for exceptions to these requirements due to special circumstances may be reviewed by the Elko County School District Sick Leave Bank Committee on a case-by-case basis if warranted. Decisions made by this committee are final and not subject to appeal.

v. Donated sick leave shall not be used to qualify for membership in the District's sick leave bank. (Appendix A)

9.2: Personal Annual Leave

9.2.1: An Administrator may be granted four (4) days of Personal Annual Leave per year for personal reasons with pay. Personal Annual Leave may not be taken on the first or last student contact day during the school year without approval of the Superintendent.

9.3: Personal Business Leave

9.3.1: Each Administrator shall be entitled up to three (3) days per Contracted School Year. Personal business leave is to be deducted in the same manner as sick leave for the purpose of taking care of the following:

a. Business with courts, attorneys, accountants, financial institutions, and government agencies whose operating hours conflict with the Administrator's School Day;
b. a death of other than the death of a member of the Administrator's immediate family.
c. a wedding involving a member of an Administrator's immediate family.

9.3.2: Personal business leave shall not be taken immediately before or after a School District holiday or vacation period without the prior approval of the Superintendent.

9.3.3: Personal business leave in excess of three (3) days per Contracted School year may be approved by the Superintendent, but denial of such a request shall not be subject to the grievance procedure of this Agreement.

9.4: Leave for Unforeseen Circumstances

With approval of the Superintendent, leave may be granted when unforeseen circumstances prevent an Administrator from exercising his/her duties. Such leave will be deducted from sick leave. In the event the employee has no available sick leave, such leave shall be unpaid. Unforeseen circumstances shall mean such occurrences as cannot be reasonably foreseen under normal circumstances.

9.5: Maternity/Paternity/Adoption Leave

Maternity/Paternity/Adoption leave shall be facilitated exclusively in compliance with the federal Family Medical Leave Act, 29 USC Chapter 28, Sec. 2601 *et.seq.* (FMLA), as it applies during the term of this agreement to public school districts. [The FMLA is incorporated into this agreement by this reference and all claims under the FMLA must be resolved exclusively by the grievance process under this agreement].

9.6: Conferences and Visitations

Upon having received ten (10) working days prior written notification, except in emergency situations, the Superintendent may authorize professional leave for attendance of personnel at state, regional and national meetings without pay deduction. The number of absences allowable is a judgment value on the part of the Superintendent and is subject to budget limitations regarding reimbursement for travel, meals and lodging.

9.7: Community Service Leave

Leave of absence, not to exceed three (3) days in any school year, may be granted upon written application in advance for participation in civic or community activities. Administrator must be

an officer or an official delegate representing the organization to be eligible for such leave. Upon approval of such request by the Superintendent, such leave will be paid leave.

9.8: Military Leave

Military leave will be granted as provided under state and federal law.

9.9: Court Leave

An Administrator who serves as a member of a jury or is subpoenaed to appear in court shall not have a loss in pay due to such service.

9.10: Leave of Absence

9.10.1: Upon written request, leave of absence without pay for a Contracted School Year or part of a Contracted School Year may be granted by the Board of Trustees to an administrator who has completed at least three (3) continuous years of service to the District. If granted, such leave will not exceed one (1) year. Leave without pay may be granted for the following reasons or such other reasons that the Board feels are appropriate:

- **d.** Child rearing;
- **e.** Service as an elected public official;
- **f.** Other

9.10.2: Under extraordinary circumstances, the Board may decide to extend leave without pay beyond one (1) year should the Administrator make such a written request.

9.10.3: All Administrators who are on leave of absence without pay must notify the District Personnel office in writing of their intent to return to work in the District. This written notification must be received by the District on or before March 15 for the ensuing School Year.

9.10.4: In the event that the original request for leave has not been complied with, the administrator must submit in writing the reasons for non-compliance with the original leave request.

9.10.5: Administrators granted a leave of absence shall return to duty at the same status on the salary schedule unless the administrator has qualified for advancement as shown at the date the leave was granted. The Administrator shall be returned to the District in a position comparable to the one formerly held before the leave of absence.

9.10.6: Administrators must agree to return to the Elko County School District for a minimum of one (1) year following the leave.

ARTICLE 10: COMPENSATION

10.1: The annual salary of a member of the Association shall be determined in the following Manner:

10.1.1: Determine the position of the individual on the current administrative salary schedule as follows:

a. Allow credit for all years of prior in-state administrative experience; and

b. Credit for out-of-state administrative experience shall be considered and applied to the salary schedule at the discretion of the Superintendent.

10.1.2: The daily rate for the administrative salary schedule shall be as adopted. The following formula shall be used to calculate all salaries for members of the Association:

FORMULA: C = (RR + L + E) x T x R

C=Administrator's Annual Compensation
RR=Role Ratio [Responsibility Index]
L= Longevity [Years Worked as Credited by Policy]
E=Education [Actual Training and Education]
T=Time Ratio [Days Worked Per Year]
R=Rate [Daily Rate for Administrative Salary Schedule]

I. 2025 -2026 –adjustment to the Daily Rate for Administrative Salary Schedule for employees still working in the District is reflective of the updates to the 2025-2026 calendar.

i. 5 – day = $506.38
ii. 4 – day = $623.46

TABLES APPLICABLE TO FORMULA

Education

BA	.04		
BA + 12	.05	BA+24+MA	.07
BA + 24	.06	BA+36+MA	.08
BA + 36	.07	BA+48+MA	.09
BA + 48	.08	BA+60+MA	.10
BA + 60	.09	BA+90+PhD	.115

Longevity

0 – 2 years	.18
3 years	.20
4 years	.21
5 years	.22
6 years	.23
7 years	.24
8 years	.25
9 years	.26
10 years	.27
11 years	.28
12 years	.29
13 years	.30
14 years	.31
15+ years	.32

Role Ratio

Principals	.70 - .83
Vice-Principals	.66 - .73

The following tables provide the detail necessary to determine the role ratio for building administrators.

Enrollment Tables

Elementary Administrators

# of Students	Principal	Vice Principal
000-199	.70	N/A
200-299	.71	N/A
300-399	.72	N/A
400-499	.73	N/A
500-599	.74	.66
600-799	.75	.66
800-999	.76	.66
1000+	.77	.66

Combined School Principals, Intermediate School, and Junior High Principals

# of Students	Principal	Vice Principal
000-299	.75	N/A
300-499	.76	.66
500-999	.77	.67
1000+	.78	.68

High School Principals and Vice Principals

# of Students	Principal	Vice Principal
000-299	.79	N/A
300-499	.80	.70
500-999	.81	.71
1000-1399	.82	.72
1400+	.83	.73

Additional Adjustments

An additional .05 shall be added to the role ratio of a principal in a school where no vice principal or dean has been assigned by the District The Battle Born Youth Challenge Academy is excluded from this role ratio effective July 1, 2024.

An additional .025 shall be added to the role ratio of a principal who is assigned administrative responsibility for a rural school.

An additional .025 shall be added to the role ration of an administrator who is assigned Rural Transportation Responsibilities (Minimum of 3 routes)

An additional .01 per program area shall be added to the role ratio of the principal and vice principal of each school where one or more of the following exists:

---Full Service School Lunch Program
---Federal Programs (Minimum of 3)

10.1.3 Salary Credit for Administrator professional development

Recognizing the value of professional development for improving the quality of administrative services and overall educational program in the district, the district agrees to provide salary advancement for administrators who continue their professional growth.

Graduate credits must be in courses taken to meet the requirements for the Administrator's licensure or improve expertise in the Administrator's area of licensure

All credits must be complete prior to August 31 of the current year. Official transcripts or certificates from approved providers shall be furnished as evident of completion of credit and must be received by September 30. If official transcripts or certificates from approved providers shall be delayed, the Administrator shall notify the District of the delay prior to September 30th. Notification shall be in writing by a college official documenting successful completion of the class and that the transcript shall be delayed. Salary placement will be adjusted only following receipt of the official transcript.

10.2: PERS CONTRIBUTION

The Elko County School District shall pay, on behalf of all members of the Association, all contributions to the Public Employee Retirement system of Nevada.

10.3 CONFORMITY

Effective July 1, 2023 the terms of Article 10. Stated shall supersede and render void any and all prior agreements between individual Administrators covered under this agreement and the District.

ARTICLE 11: TRANSFER AND REDUCTION IN FORCE

11.1 – Reduction in Force

The District retains the sole right to determine when a reduction in force is necessary due to lack of funds as provided in NRS 288.150(3)(b), restructuring required by the Nevada Department of Education, reduction of students or District reorganization including closure of school(s) and what school(s) and at what administrative level such a reduction will occur. The Association will be consulted by the Superintendent in the event of a reduction in force to help determine how its membership will be affected. As allowed by Chapter 391 reduction in force including refusal to reemploy for reduction of students or District reorganization shall be pursuant to this Article and not NRS Chapter 391. Except as expressly provided in sections 11.2.3 and 11.2.4 implementation of reduction in force does not allow more senior Administrators to bump or displace less senior Administrators. The District and Association agree that where possible the most qualified employees shall be retained in any layoff or reduction in force. Implementation of the provisions of this Article is within the sole discretion of the Superintendent and is not subject to the grievance procedure except to appeal procedural violations of this Article.

11.2 – Reduction in Force Process

Subject to the determinations in 11.1 above, the District agrees to the following:

11.2.1 - Volunteers

Administrative employees who volunteer to vacate a position affected by the reduction in force by retirement, resignation, or reassignment will be the first to be reduced in force.

11.2.2 - Evaluations/Admonitions

If the necessary reductions cannot be made at school(s) identified for reduction in force through voluntary means, as outlined in 11.2.1, then employees who have received unsatisfactory evaluation(s) in the current assignment or written admonition(s) within the period allowed by NRS 391.313 will next be reduced in force as solely determined by the Superintendent in accordance with NRS 288.151.

11.2.3- Use of Seniority in RIF

If the necessary reductions cannot be made at school(s) identified for reduction in force as provided in 11.2.1 or 11.2.2, then the reduction in classification(s) and at school(s) identified for reduction in force shall be determined by the Superintendent who will identify administrator's to be laid off in accordance with NRS Chapter 391. If the administrator to be laid off is a Vice Principal (who does not have an unsatisfactory evaluation or written admonition in the current administrative assignment) then the Vice Principal may resign or choose to displace a less senior Dean who will be laid off. In the event the Vice Principal declines to exercise such options, he/she shall be laid off.

If the basis for RIF set out in NRS Chapter 391 have already been complied with to determine which individuals are susceptible for RIF, then the District may use seniority, based on total years with the District as an administrator, to determine whether the Dean is less senior than the Vice Principal. If the Vice Principal and Dean have the same District administrative experience then total administrative experience shall be the tie-breaker. If the tie cannot be broken based on total administrative experience, then total District experience as an administrator and a teacher shall be the tie breaker. If the above tie breakers do not break the tie then the tie will be broken by flipping a coin.

11.2.4 - RIF Due to Closure of an Elementary School

Elementary Principals who become subject to a reduction in force due to closure of school may choose to displace the least senior Vice Principal at one of the remaining Elementary Schools at no penalty to salary within one year or must be laid off. The least senior Elementary Vice Principal is determined based on total years with the District as an Administrator. If two or more Elementary Vice Principals have the same District administrative experience, then the subject administrator's total administrative experience shall be reviewed and used as the tie breaker. If the tie cannot be broken based on total administrative experience, then total District experience as an administrator and a teacher shall be the tie breaker. The least senior Elementary Vice Principal choose to displace a less senior Dean as provided in 11.2.3 (which Dean will be laid off) or resign or be laid off.

At the end of the year where there was no salary reduction pursuant to this section, the administrator will be paid at a salary commensurate to the administrative assignment in the second year.

11.2.5 - Reassignment to Teaching Positions

When no other administrative positions are available, Administrators who become subject to a reduction in force will be given priority for any available teaching positions that are consistent with their licensure and qualifications if available and consistent with and not in conflict with the ECCTA/ECSD Agreement.

11.2.6 - Reduction in Force and Seniority

Administrators who become subject to a reduction in force shall not lose their administrative seniority, regardless of the position to which they are transferred or reassigned to fill.

11.3: Recall From a Reduction in Force

Administrators who are subject to a reduction in force shall be recalled to available Administrative positions (below level of Principal) starting with the most senior Administrator and working backwards to the least senior administrator, provided that the administrator continues to be licensed and qualified for any available position in the District as determined by the Superintendent.

11.3.1: Right of Recall Notice

The District shall notify affected administrators by certified mail, return receipt requested, to the administrator's last known address, of the availability of administrative positions in the District. An administrator who has been notified, as specified herein, shall have 10 business days (Monday through Friday not including observed holidays) after signed receipt of certified letter to respond in writing to the notice with his or her acceptance or rejection of the offer.

11.3.2: Right of Recall, Limitations

The right to recall for administrators that have become subject to a reduction in force, including the right of notice outlined in 11.2.3, shall continue for a period of one year from the effective date of the reduction/layoff up until the day before the beginning of the school year. If, however, within the one-year period, an Administrator refuses a District position for which he or she is licensed and qualified, the Administrator's recall rights shall be forfeited.

11.4: Transfers

11.4.1: Lateral Transfers

Upon a vacancy an Administrator may request to be considered for a lateral transfer or at a lower pay. The lateral transfer applicant will not have to take part in any reexamination or compete in a promotional elimination process to be considered for a lateral transfer. The District is not obligated to grant such transfer requests and it may choose to fill any vacancy in the normal promotional process. However, a request for transfer for an administrative position shall be announced to all eligible in district applicants prior to the normal promotion process within the District, or prior to announcement for outside the District applications.

11.4.2: Notice of Denial of Transfer Request

Administrators not granted a transfer request shall have the reasons for the denial of transfer stated in writing upon request.

11.4.3: Involuntary Transfers

The Superintendent may, at his/her discretion, execute an involuntary transfer while keeping the impacted administrator within the following attendance zones:

1. Owyhee Combined Schools
2. Jackpot Combined Schools
3. Wells Combined Schools
4. Wendover Schools
    a. West Wendover Elementary
    b. West Wendover Middle School
    c. West Wendover High School
5. Elko/Spring Creek/Carlin
    a. Carlin Combined Schools
    b. Battle Born Youth Challenge Academy
    c. Northside Elementary
    d. Mountain View Elementary
    e. Grammar Elementary
    f. Southside Elementary
    g. Flagview Elementary
    h. Sage Elementary
    i. Spring Creek Elementary
    j. Liberty Elementary
    k. Spring Creek Middle School
    l. Adobe Middle School
    m. Elko High School
    n. Spring Creek High School

11.4.4 Reassignment for the Purpose of Administrative Reorganization

If an administrator was previously employed by the school district in another position and is reassigned pursuant to this section, the administrator is entitled to the rate of compensation of their former position, should that rate be higher, for three years. During those three years, the individual that has been reassigned shall be given the opportunity to an interview for any Principal or Vice Principal position for which they apply.

ARTICLE 12: PROGRESSIVE DISCIPLINE, CORRECTIVE ASSITANCE AND DUE PROCESS

12.1: Progressive Discipline and Corrective Assistance

Demotion, suspension, dismissal, non-reemployment or any other disciplinary actions taken against Administrators must be progressive in nature and reasonably related to the nature of the

misconduct. The parties recognize that the severity of some misconduct may warrant bypassing one or more steps of the progressive discipline process.

a. The agreed upon progression of corrective action and discipline are outlined in the following Continuum of Communication of Licensed Employees:

Corrective Assistance

1. Chat
2. Chat
3. Talk + FICA Memo (Facts, Impact, Context, Action)
4. Talk + FICA Written Summary of Conference
5. Talk + FICA Oral Warning
6. Talk + FICA Letter of Concern
7. Talk + FICA Written Warning

Progressive Discipline

8. Talk + FICA Admonition
9. Talk + FICA Admonition with short term suspension
10. Talk + FICA Dismissal/ Non-Rehire/ Demotion

12.2 Just Cause and Compliance with NRS Chapter 391

No post-probationary Administrator shall be discipline or transferred to a different attendance area without just cause. The parties agree that just cause requires compliance with any applicable provisions of NRS Chapter 391. All employment actions involving probationary Administrators must comply with NRS Chapter 391.

ARTICLE 13: INSURANCE

1. If the Fund/account cash basis balance shown by the District Self-Insurance Fund Balance and Claims Status Report provided by District Insurance Administrator shall (1) show an overall decline for six (6) consecutive months or (2) an overall decline of $275,000 from the October 1 opening fund balance anytime during a given plan year (October 1 – September 30) the parties (District, ECCTA, ECSSAA AND ECSSO) shall schedule a meeting within two weeks (14 calendar days) to arrive upon a satisfactory remedy to be implemented within thirty (30) calendar days of the date of the report. If a remedy is not agreed to within two weeks (14 calendar days) of the report showing an overall decline, the parties shall implement a 4.0% premium increase for employees, dependents and retirees and, if needed amend office visit co-pay $5.00 per visit for Doctor visits and for specialists within thirty (30) days after the parties have met but have not reached an alternative remedy. The above time frames may be changed with written consent of all parties.

2. The District will provide copies of the report to the ECCTA, ECSSAA and ECSSO Presidents or designees. The report will contain twelve (12) months of balance data.

3. Life insurance benefits will be limited to an amount which is two (2) times the employee's current salary or $20,000 whichever is greater.

4. Employees are solely responsible for the entire cost of the premium for group health insurance for their eligible dependents through automatic payroll deduction and subject to the terms and conditions of the group policy.

5. Both the District and the administration realize that a fiscally sound insurance program is an advantage for all the employees of the District. In the event an emergency exists which might lead to the need to change either the premiums or the benefits of the insurance program, the negotiation teams from the District and ECSSDA shall immediately address that concern as a separate issue regardless of the status of contract negotiations.

6. The Insurance Oversight Committee (IOC) will be comprised of the Superintendent or appointed designee, the Elko County Classroom Teachers Association President and one additional member appointed by the Association President, the Elko Support Staff Organization President and one additional member appointed by the Organization President, the Elko County School District Site Administrators Association President and one additional member appointed by the Association President, the Nursing Coordinator, a general nurse, the Building Operations and Construction Supervisor, or designee, the Chief Financial Officer, Human Resource Tech III, and the Insurance Broker(s).
    a) The intent of the IOC is to provide information, understand and keep members informed. ECCSDA – ECSD MASTER AGREEMENT, 2022-2023 Final Agreement.
    b) On or before August 1st, the IOC will meet for the purpose of understanding any protentional or required changes, if necessary.
    c) Any changes to premiums or deductibles or changes to benefits in the health insurance plan affecting employee benefits are subject to mandatory bargaining and shall be negotiated by the District and the Association.
    d) The IOC will meet at least once quarterly to stay updated on the status of the insurance fund. The Association President(s) and the Superintendent or designee will work together to set these dates.
    e) The IOC shall have the power to convene a special meeting. The Superintendent or Association President(s) may call for a meeting of the committee.
    f) A claim report will be provided quarterly at each meeting.

ARTICLE 14: GENERAL SAVINGS CLAUSE

1. It is not the intent of either party hereto to violate any law of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they shall enter into negotiation thereon at a time and date agreeable to both parties. The remainder of the Agreement shall remain in force.

2. This Agreement is the entire and sole Agreement between the parties and extinguishes all prior understandings, agreements and district policies covering mandatory subjects of bargaining in conflict with this Agreement and practices whether written or unwritten.

3. Either party may request renegotiation of any issue contained herein and if upon mutual consent to negotiate and if the issue is agreed to by the District and the Association, the agreement may be amended. A party proposing a matter for renegotiation shall give fifteen (15) days written notice to the other party describing in detail the subject to be discussed, except on waiver of notice by the other party. The serving of the fifteen (15) day written notice is not be construed as forcing either party to reopen the agreement and agree to negotiate the issue. The amendment procedure is in addition to the statutory provision of NRS 288.180.

ARTICLE 15: TERM OF AGREEMENT

1. For the purposes of compensation as it relates to any Article in this Agreement, the term of this Agreement shall be two (2) years beginning July 1, 2025 and expiring June 30, 2027. All modifications contained herein, begin July 1, 2025. Upon expiration, this Agreement shall remain in effect, except that the District shall not pay to or on behalf of any employee in the affected bargaining unit any compensation or monetary benefits in any amount greater than the amount in effect as of the expiration of this Agreement until a successor agreement becomes effective.

2. The Board may elect to continue to pay on or on behalf of affected bargaining unit employees, compensation or monetary benefits greater than the amount in effect as of the expiration of this Agreement only through the end of the next ensuing fiscal quarter.

3. The District is entitled to reopen this Agreement for additional, further, new or supplementary negotiations relating to Articles contained herein, including compensation or monetary benefits, during a period of fiscal emergency. Negotiations must begin not later than 21 days after the District notifies the Association that a fiscal emergency exists. For the purposes of this Article, a fiscal emergency shall be deemed to exist:

a. If the amount of revenue received by the general fund of the District during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5 percent or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the District pursuant to NRS 354.624; or

b. If the District has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4 percent or less of the actual expenditures from the general fund for the last preceding fiscal year, and the District has provided a written explanation of the budgeted ending fund balance to the Department of Taxation

that includes the reason for the ending fund balance and the manner in which the District plans to increase the ending fund balance.

APPENDIX A:

ELKO COUNTY SCHOOL DISTRICT
SICK LEAVE BANK PROCEDURE

1. PURPOSE

1.1 The Sick Leave Bank is provided to help personnel who are unable to perform the duties of their position due to personal illness or disability, and as a result have exhausted their sick leave accumulation. Also covered is illness or disability in the employee's family, for which the employee is the only person who can provide the necessary care.

Sick Leave Bank Requests may be denied by the Sick Leave Bank Committee and may not be limited to the following reasons:

1.2.1 Intent to use the Sick Leave Bank for maternity leave.
1.2.2 Intent to use the Sick Leave Bank to augment sick leave for no valid and/or documentable reason.
1.2.3 Intent to use the Sick Leave Bank to provide a blanket coverage for other than an employee's family.
1.2.4 Intent to use the Sick Leave Bank for personal business.
1.2.5 Intent to use the Sick Leave Bank for elective surgery.
1.2.6 Intent to use the Sick Leave Bank to augment previously used sick leave which exhibits a clearly defined pattern of abuse with no documentable reason.

Special circumstances may exist and will be dealt with at the discretion of the Sick Leave Bank Committee.

2. ELIGIBILITY

2.1 Employees interested in participating in the Sick Leave Bank shall complete and submit a Sick Leave Bank Participation/Authorization form to the Central Office.

2.1.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period, from the beginning of school through November 30.

2.1.2 Sick Leave Bank participation/Authorization forms are available through the Central Office.

2.1.3 Employees are not eligible for participation in the Sick Leave Bank if in the first year of employment with the District.

2.2 Employees participating shall donate and have deducted from their accumulated sick leave no more than the equivalent of one (1) day at any time.

2.3 Employees participating in the Sick Leave Bank shall continue their participation from year to year, unless they notify the Central Office in writing.

2.3.1 An employee who withdraws from the Sick Leave Bank may not be reimbursed for the sick leave time already contributed.

2.3.2 Whenever the accumulation of time in the Sick Leave Bank is less than the equivalent of 50 days, the Sick Leave Bank Committee will inform the Bank membership that a special assessment of one sick leave day per member will be made to reimburse the Bank.

2.3.3 Days in the Bank that were not used during the school year will carry over to the next year.

3. ASSISTANCE

3.1 Only employees who have contributed to the Sick Leave Bank are eligible to receive assistance from the Sick Leave Bank.

3.2 Employees must exhaust all available sick leave before they can become eligible to receive assistance from the Bank.

3.3 Employees who wish to apply for assistance from the Sick Leave Bank shall complete and submit a Sick Leave Bank Assistance Application to the Central Office. Sick Leave Bank Assistance Applications are available upon request from the Central Office.

3.4 The maximum number of days which can be granted from the Bank at any one time is twenty (20). Additional days can be granted from the Bank only after review and an additional application.

3.5 The Sick Leave Bank Committee shall consist of employee groups as follows: two members appointed by the ECCTA President, two members appointed by the ECSSO President, two members appointed by the ECSSAA President, two at-large members not represented by one of the recognized bargaining units appointed by the Sick Leave Bank, and one Central Office administrator appointed by the Superintendent. Each Committee member shall have an alternate to serve on the committee, in the same manner described above, in their absence. Every effort shall be made to protect the anonymity of Sick Leave Bank Committee members.

3.5.1 The Sick Leave Bank Committee shall review the employee's Sick Leave Bank Application and sick leave account and usage. The results of this review shall be used in the Sick Leave Bank Committee's decision to approve or deny a Sick Leave Bank Application.

3.5.2 For recommendation to be rendered on an application, at least one member from each of the employee groups defined in 3.5 or their respective alternates of the Sick Leave Bank Committee must be in attendance. Recommendations will be determined by majority vote, if consensus cannot be reached.

3.5.3 If the Sick Leave Bank Committee recommends an application for denial the affected employee will be notified of the recommendation. If the employee disagrees with the recommendation and has new information/documentation for the Committee to consider, the employee can request an appeal.

When an appeal is processed, the Sick Leave Bank Committee will reconvene to review the application, the new information/documentation and the policies and procedures.

3.5.4 Following any processed appeal, the decision of the Sick Leave Bank Committee will be final and is not subject to the grievance procedures defined in collective bargained agreements.

3.5.5 An employee approved for assistance from the Sick Leave Bank may be granted a maximum number of sixty (60) days of sick leave per illness per year.

3.5.6 In extreme circumstances the Sick Leave Bank Committee can approve additional days beyond the sixty (60) day limit. The decision to award extra days rests with the Sick Leave Bank Committee.

Any sick leave that an employee receives from the Sick Leave Bank which was not used at the time the illness or disability ceased to exist or upon resignation or termination of the employment of the employee shall be returned to the Sick Leave Bank.

4. DEFINITIONS

4.1 "Year" is the school year - July 1 through June 30 for year-round employees and September 1 through August 31 for remaining employees.

4.2 "Disability" is a physical or mental condition for which treatment, as documented by a physician, prevents the employee from working.

4.3 "Illness" is a diagnosed medical problem, as documented by a physician, which results in the employee being unable to work.

4.4 "Family" as defined in the Family Medical Leave Act (FMLA). Exceptions to the above may be made at the discretion of the Sick Leave Bank Committee.

4.5 "Family disability" is a physical or mental condition of a member of the employee's immediate family which requires the employee, as the only person who can provide the necessary constant care to be absent from work long term.

4.6 Family illness" is a diagnosed medical problem, as documented by a physician, which requires the employee as the only person who can provide the necessary constant care to be absent from work long term.

4.7 Either disability or illness may include ongoing treatments for those conditions at the discretion of the Sick Leave Bank Committee.

5. REVIEW

5.1 This plan will be reviewed on an annual basis.

ELKO COUNTY BOARD OF SCHOOL TRUSTEES

Board President, Matt McCarty — Date 11/4/25

Board Clerk, Josh Byers — Date 11/4/25

ELKO COUNTY SCHOOL SITE ADMINISTRATION ASSOCIATION

President, Mauro Lobato — Date 11/18/25