NEGOTIATED AGREEMENT

****

HUMBOLDT COUNTY BOARD OF SCHOOL TRUSTEES

AND

HUMBOLDT COUNTY EDUCATION ASSOCIATION

****

2019-2021

NEGOTIATED AGREEMENT

BETWEEN

HUMBOLDT COUNTY BOARD OF SCHOOL TRUSTEES

AND

HUMBOLDT COUNTY EDUCATION ASSOCIATION

Glenda Deputy, President

HUMBOLDT COUNTY
BOARD OF SCHOOL TRUSTEES

11/6/19
DATE

Malinda Riemersma, President

HUMBOLDT COUNTY
EDUCATION ASSOCIATION

11/6/19
DATE

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ARTICLE I

DEFINITIONS

1.1 **NRS 288** – The term NRS 288 as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.

1.2 **AGREEMENT** – The term "Agreement" refers to the name of this document being the Negotiated Agreement Between Humboldt County Board of School Trustees and Humboldt County Education Association.

1.3 **ASSOCIATION** – The term "Association" as used in this Agreement shall mean the Humboldt County Education Association (HCEA) and the entity known as the Employees' Association in NRS 288.

1.4 **SCHOOL BOARD OR BOARD OF TRUSTEES** – The term "School Board" or "Board of Trustees" as used in this Agreement shall mean the Board of School Trustees of the Humboldt County School District.

1.5 **DISTRICT** - The term "District" as used in this Agreement shall mean the Humboldt County School District (HCSD).

1.6 **SUPERINTENDENT** – The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of Humboldt County School District or his/her designated representative(s).

1.7 **TEACHER** – The term "teacher" as used in this Agreement shall mean all contractual, non-administrative, licensed personnel eligible for membership in the Humboldt County Education Association.

1.8 **EXTRACURRICULAR** – The term "extracurricular" means any club, organization, or activity that, in the normal course of the year, can be expected to occur outside the school day.

1.9 **SCHOOL YEAR** – The term "school year" shall be defined according to NRS 288 which states, "The public school year shall commence on the 1st day of July and shall end on the last day of June."

1.10 **CONTRACT YEAR** – The term "contract year" as used in this Agreement shall mean the period of time from the first contracted day of each school year to the last contracted day of the school year.

1.11 **DAY** – The term "day" as used in this Agreement shall mean regular working days for teachers.

1.12 **EMRB** – The term "EMRB" shall mean the Local Government Employee-Management Relations Board, as provided in NRS 288.

1.13 **S/HE** – The terms "s/he" or "his" or "her" are not to be construed as gender framing but understood to be inclusive of both genders throughout this Agreement.

1.14 **EXTRA DUTY** – Extra duty shall mean any paid assignment outside of the normal contract day.

1.15 **INVOLUNTARY REASSIGNMENT** – An involuntary reassignment is a move within the same school site when there is a need to reduce teachers at a grade level/subject area. (10/15)

1.16 **INVOLUNTARY TRANSFER** – An involuntary transfer occurs when a teacher is transferred from one school site to another site for reasons as defined by contract. (10/15)

ARTICLE 2

GENERAL SAVINGS

2.1 Effect of Unlawful Provision

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that, in the event any provision of the Agreement is held by a court of competent jurisdiction to be in contravention of such laws, they will enter into immediate negotiation thereon. The remainder of the Agreement shall remain in full force and effect.

2.2 The provisions of the Agreement shall be applied without regard to sex, race, age, religion, color, political affiliation, national origin, marital status, or sexual orientation.

ARTICLE 3

TERMS OF AGREEMENT

3.1 This Agreement shall be effective as of the first day of July, 2019 and shall remain in full force and effect until the 30th day of June, 2021.

3.2 If the parties cannot agree on any particular issue of negotiations and there has been a provision in the prior agreement on this subject, that provision shall remain in effect in the Agreement until such time that a successor agreement is negotiated and ratified by both the Humboldt County School District Board of Trustees and the Humboldt County Education Association or by binding arbitration.

3.3 The District may reopen the Agreement to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

ARTICLE 4

RECOGNITION

4.1 Exclusive Bargaining Agent of Teachers

The Association shall annually, by December 1, submit to the School Board:

(a) A copy of its Constitution and By-Laws;

(b) A roster of its officers and representatives;

(c) A pledge not to strike, under any circumstances; and

(d) Membership Chair will confer with District office payroll at the beginning of each school year to certify list of association members and dues amounts.

The School Board recognizes the Association as the exclusive bargaining agent of the licensed, contracted teachers employed or to be employed by the District subject to the provisions of NRS 288.160.

ARTICLE 5

IMPASSE PROCEEDINGS

5.1 Effect of Failure to Reach Agreement

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

ARTICLE 6

TEACHING CONTRACTS AND ASSIGNMENTS

6.1 Qualifying for Increment

A full-time teacher must be under contract for at least one-half (1/2) of the contracted year to qualify for increment advancement on the salary schedule. A part-time teacher must be under contract for the entire contracted year and, including proportional prep time, work 50 percent of the school hours for that year.

6.2 Assignment by Major/Minor Field

It shall be the policy of the District to assure that pupils are taught by teachers working within their areas of licensure pursuant to NRS 391. Teachers shall not be assigned outside the scope of their teaching licenses and/or their major or minor fields of study except as an emergency procedure.

Exceptions will be granted in accordance with State Department of Education regulations.

6.3 Placement on Salary Schedule

All teachers shall be placed on the District salary schedule according to their experience and education.

6.4 Credit for Prior Experience

Credit will be given for Nevada teaching experience as well as teaching experience outside of Nevada with verification of such teaching occurring under contract in a public or accredited private school setting.

Additional credit, not to exceed two (2) years for military experience shall be given upon initial employment.

6.5 Service Break

Teachers who have had a break in service of three (3) years or less shall, upon returning to the system, be restored to the next step on the salary schedule above that at which they left, except as provided in Section 6.1 of this Agreement.

6.6 Counselors

(a) Employees assigned to serve as a full time counselors at the high school and junior high will receive a contract providing a ten (10) additional days of service at the employee's daily rate of pay. Payment shall be prorated and paid monthly.

(b) The ten (10) days shall be mandatory, but the specific days shall be mutually agreed upon by the building principal and his/her counseling staff.

ARTICLE 7

REDUCTION IN FORCE

7.1 Notification of Association and Inclusion on Board Agenda

When, in the judgment of the Board and in accordance with NRS 288.150(3)(b), a reduction in the teaching staff is necessary, the Board will first notify the Humboldt County Education Association's President and include the item in its agenda for a regular open meeting of the Board.

7.2 Procedure for Staffing Adjustments

Attrition by resignation and retirement shall be utilized as the first means of staff reduction. In event the teaching staff must be further reduced, the initial reduction will start with probationary and re-probationary teachers as defined by NRS 391. The School District reserves the right to retain a probationary teacher if the probationary teacher is needed to maintain a program, course of study, or perform a needed function within the School District which no post-probationary teacher is qualified to fill. Probationary teachers shall be considered based on hire date, and other factors to include:

(a) Performance Evaluations (MOU);

(b) Disciplinary records, if any (MOU);

(c) Felony Criminal records, if any.

In the event that a further reduction in the existing workforce of the licensed educational personnel in the school district, to include post-probationary staff is necessary, the release of present staff members shall be based on hire date, although a reduction must not be based solely on seniority and will include a consideration of the following:

(a) Length of teaching service in Humboldt County Schools;

(b) First paid day on the job;

(c) Length of teaching service in Nevada;

(d) Employment in a Hard to Fill position;

(e) National Board Certification;

(f) Performance evaluations; (MOU)

(g) Disciplinary records, if any; (MOU)

(h) Felony Criminal records, if any;

(i) Type of licensure attained by the employee and whether the licensure is in a subject area that is related to his/her position; and

(j) Licensure endorsements obtained by February 1st.

The District will ensure that no teacher qualified to teach a particular assignment or grade level as evidenced by a current valid credential issued by the Nevada State Board of Education (NRS 391.031 and NRS 391.032) will be replaced by another teacher not certificated for such assignment as prescribed above.

Seniority in (a) above shall mean the number of days of service commencing with the first day on which the teacher begins working for the Humboldt County School District. Service prior to interruptions other than normal vacations or authorized leaves shall not be credited toward seniority.

Service rendered beyond the normal school year (i.e., summer school) shall not add to the employee's seniority. A half-time teacher shall accrue seniority at the rate of one-half day for each day paid. Any resignation or termination of employment, except approved leaves of absence, shall constitute a "break in seniority." For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.

The Board shall prepare a seniority list with a notation of the areas of licensure and endorsement held by each teacher and a notation as to the date the teacher first commenced work for the Humboldt County School District. This data shall be submitted to the Association President on or before December 1 of each contract year.

The Board may reassign any staff member to a position for which s/he is qualified and licensed in accordance with Article 9 of this Agreement.

No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year unless said teacher shall have been notified of said layoff by May 1 of the current school year preceding such layoff.

7.3 Priority in Hiring

Each employee laid off under the provisions of this Article will be offered the first vacant position for which s/he is licensed. The intent to accept re-employment must be made in writing to the Superintendent within ten (10) days of receipt of the offer to re-employ. The offer to re-employ shall be made on a form provided by the District that identifies the position for which re-employment is offered. Failure to notify the District of acceptance of re-employment will result in termination of all employee rights.

Recall to employment shall be in reverse order of layoff. Upon recall, all accrued benefits of Humboldt County School District shall be restored to the employee. Laid off employees shall remain on the District recall list for a period of one (1) year from July 15 following the written notification of layoff.

No new personnel may be hired if a vacancy occurs in an area where qualified teachers have been laid off and have met the above provisions.

7.4 Reduction in Force Procedure

1. District determines, with board approval, positions for reduction.

2. Lists will be produced in the following configurations:

a. A list of positions eliminated, along with the names, seniority, and certifications of personnel in those positions.

b. The number of personnel displaced by elimination of positions, after accounting for reduction by attrition.

c. Seniority list of all certified personnel. Guidelines for determining seniority shall be as stipulated in the negotiated agreement.

3. Using the number of personnel displaced as a guideline, an equal number of employees will be identified from the seniority list, in accordance with 7.2, for Reduction in Force.

4. Displaced employees will be placed in positions vacated due to Reduction in Force. The following guidelines will apply:

    a. No teacher qualified and licensed to teach a particular assignment or grade level as evidenced by a current valid license issued by the Nevada State Board of Education shall be replaced by another teacher not qualified or licensed for such assignment or grade level as prescribed above. (Article 7.2)

    b. The board may reassign any staff member to a position for which s/he is qualified and licensed in accordance with Article 9 of this agreement. (Article 7.2)

    c. Every effort will be made to keep displaced teachers at their current school site:
        i. If the school site with a displaced teacher also has one or more vacancies due to Reduction in Force, the teacher will be assigned to that vacancy, if qualified by licensure. (Involuntary Re-Assignment, Article 9.6)

            1. If the teacher does not hold the proper license, s/he will be placed at another school site with a vacancy. (Involuntary Transfer, Article 9.4)

        ii. If the school site with a displaced teacher has no vacancies due to Reduction in Force, the least senior teacher, based on licensure at that site will be placed on the Involuntary Transfer list and placed at a site with a vacancy for which /he is licensed. The displaced teacher would then take the position of the least senior teacher based on licensure. (Involuntary transfer, Article 9.4)

    d. A teacher who is displaced from a district level position due to a reduction in force will be returned to his/her prior site, in accordance with Article 9.4. (Involuntary Transfer, Article 9.4)

    e. If there is no available position for a teacher who is displaced due to a Reduction in Force at any school site, the teacher will be assigned to a position for which s/he is qualified and licensed, displacing a less senior teacher. (Article 9.4)

        i. Those teachers affected by the involuntary transfer process will be placed with consideration given according to their preference and to the school needs with the final placement decision being made by the Superintendent or designee. (Article 9.4)

5. A lottery will be held for probationary teachers to determine rank order among those who have the same hire date.

6. When applicable, seniority will be defined as in 7.2 for a Reduction in Force, Transfer, re-Assignment, and Recall.

7. Recall procedures:
    a. District will determine a need for a recall for a position.
    b. Once the position is determined, recall follows the guidelines in 7.3 according to reverse order of layoff.

If the highest ranking teacher does not hold licensure for the position being recalled, the position will be filled by the next highest ranking teacher holding the proper licensure.

7.5 Reduction in Force – Administration

In the event of a Reduction in Force, an Administrator who is reduced will be placed in a vacant teaching position if the Administrator holds appropriate certification. Upon placement, he/she will enter the seniority pool based on Humboldt County School District seniority accrued as a certified staff member, and will be placed on the certified salary schedule. Years as an administrator will not count towards the determination of seniority.

A vacant teaching position shall be defined as any position which remains unfilled after any displaced teacher has been placed in a position for which he/she is certified.

ARTICLE 8

EXTRA TIME AND DUTIES

8.1 Exceptional Demands

When there are exceptional demands upon a particular teacher for time over and beyond the regular work day and hours, the Superintendent may establish with the individual concerned an arrangement for compensatory time.

Exceptional demands shall include those events or conditions which repeatedly require extra services. An occasional extra duty required because of a single unusual occurrence is not covered by this section of the Agreement.

8.2 Student Activity Transportation

Teachers shall not drive pupils in private vehicles. Transportation to activities shall be provided by the District. Bus transportation provided for activities away from the school shall include both a driver and a chaperone.

8.3 Forms, Questionnaires, and Reports

Teachers are required to complete all forms, questionnaires, and reports requested by the Superintendent. The completion of all other forms, questionnaires, and reports is left to the discretion of the individual teacher.

8.4 Extra Duties

No teacher shall be required to perform any extra duty including extracurricular duties, without his/her consent. The teacher shall be informed as to the nature of such extracurricular duties.

8.5 Travel Time

Teachers who must travel to mandated District functions that extend beyond the normal working hours will be granted compensatory time equal to travel time to and from their residence. Rural teachers will be released from all trainings at a time allowing them to return to their school site by contractual release time. (9/17)

ARTICLE 9

VACANCIES, TRANSFERS, AND REASSIGNMENTS

9.1 Definitions

(a) The term "vacancy" is any position previously held by a licensed employee or a licensed position newly created by the Board.

(b) The term "transfer" is the movement of a licensed employee from one work location to a different work site.

(c) The term "reassignment" is the movement of a licensed employee from one grade level/subject to a different grade level/subject at the same work site.

(d) All interviews conducted by Humboldt County School District administrators for an open, certified position will be done using a district developed rubric and a specified scoring system for documentation purposes. The scoring system will be explained to the interviewing committee before any interviews are conducted.

9.2 Vacancies to be Posted

Notices listing vacancies, new positions, and coaching positions shall be posted to all staff through District e-mail and website. All site specific extra duty, extracurricular, positions under federal programs and state and district programs will be posted on a 48-hour notice to all eligible staff at the school site for consideration, as well as the Association President. Should no staff express interest or be selected, the position will be posted throughout the district for a period of five (5) days. Selection for these positions is at the discretion of the site administrator. Vacancies will not be posted outside of the district until all requests received within the five (5) day posting period for voluntary transfers have been interviewed. New positions and Dean of Students positions will be posted to all district staff prior to public posting. Current employees applying for Dean of Students positions will be given first consideration and provided written feedback if not selected. Interviews may either be in person, or if the transfer applicant is outside of the district at the time of the interview, by telephone. Notices shall contain the type of vacancy, the specific teaching assignment and any specific license required. (9/17, 4/19)

A period of not less than five (5) work days shall elapse from the time of posting before the position is filled, except for as noted in (c). However, if a vacancy occurs within four (4) weeks prior to the first day of school the Superintendent may waive the five (5) day posting period if necessary with no additional transfers granted two (2) weeks prior to the first day of school for continuity of instruction, with the exception of an involuntary transfer as defined in 9.4.

(a) Any classroom vacancy occurring during the school year will be open for transfer from existing employees, to fill the vacancy at the start of the new school year. For the remainder of the year, the district will make every effort to fill the vacancy with a fully certified teacher, providing notice of such to the new hire, and advising such of transfer and vacancy rights as defined by contract.

(b) New positions will be filled when open throughout the year according to Article 9. The remaining vacancy will be filled according to Article 9.2(a).

(c) Prior to a scheduled hiring fair, any current Long Term Substitute vacancies will be opened as defined above. Should no current staff members express interest, the identified vacancies, and any other vacant positions posted in accordance with 9.2 will be open for interview and hire at the fair(s). The Association President will be asked to assign a teacher who will be invited to attend as the association representative; however, if one is not in attendance, the position can be filled in absence. (10/15)

(d) Positions filled by a Student Teacher will not be considered a vacancy. The Student Teacher, upon completion of their degree, obtaining full certification and principal recommendation, will have rights to the position.

(e) Voluntary Transfers will not be required to interview for multiple grade levels at one school site if multiple vacancies are open at the time of the interview and the employee has submitted a transfer requires for consideration of the additional grade/subject areas. In such instances, the team may apply the initial interview to the additional vacancies in which the employee has expressed interest. A second interview may be requested by either party.

9.3 Voluntary Transfer

(a) Requests for transfer shall be made on forms provided by the District. The teacher shall specify the specific position for which the transfer is requested.

(b) Any teacher who requests a voluntary transfer and holds a proper license for the vacant position will be interviewed for that position.

(1) Staff members on a provisional license are ineligible to transfer under 9.3.

(c) Voluntary transfers may be granted based on the qualifications and interviews of the applicants. The interview team shall be composed of at least one HCEA member who is appointed by the HCEA President and is employed at the job site where the vacancy occurred.

(d) If the current teacher's request for transfer is not granted, the site administrator will provide the teacher a written explanation as to why the transfer request was denied.

(e) Transfer requests from a grade level position to a pullout position (PE, Music, Art) will be granted with acknowledgement of movement back to their original position should the original position not be filled prior to 2 weeks before the first teacher workday.

(f) Teachers will be limited to one transfer per year. Such does not preclude site based adjustments at the discretion of the site administrator. A teacher may provide, in writing, to the superintendent and the association president reasoning for another transfer for approval.

(g) New teachers have no transfer rights during their first year of employment. (10/15)

9.4 Involuntary Transfers

Involuntary transfers may be necessary due to any of the following conditions:

(a) Declining enrollments
(b) Fiscal, economic, or budgetary decrease
(c) Changes in the number of teaching positions
(d) Curtailment of programs, courses or services
(e) Opening of new schools
(f) Closing of schools

In case of displacement, a teacher without a site will be returned to the site he/she occupied prior to assuming the district wide position.

Involuntary transfers will be placed prior to opening any position for voluntary transfers and will be on the basis of reverse seniority among teachers with the same licensure at the site. Prior to any teacher being declared an involuntary transfer, all teachers at the site will be given the opportunity to be involuntarily transferred based on their seniority. At least ten (10) days before initiating an involuntary transfer, the District will provide the teacher to be affected with the rationale for such actions. An involuntary transfer shall not result in a loss of compensation, seniority or fringe benefits. Those teachers affected by the involuntary transfer process will be placed with consideration given according to their preference and to school needs with the final placement decision being made by the Superintendent or designee. If at any time prior to the first teacher workday, should a position for which the teacher is qualified open at the original school site, a teacher who was involuntarily transferred will be offered the vacancy.

Between August 15th and September 15th, the Superintendent may waive the 10 day period to not less than 5 days if necessary for the continuity of instruction.

In the event the District anticipates implementation of involuntary transfers, it shall first notify the Association President of such an event. Such notice shall be given as soon as the District is aware that such a transfer is needed. (10/15)

9.5 Voluntary Reassignments

When a need for staffing adjustments is required at a work site, the following procedure will be used:

(a) Volunteers will be requested from the current site staff.

(b) In the event that more than one person volunteers, the principal and the grade level/ department team will fill the position from among the qualified volunteers.

9.6 Involuntary Reassignments

When there is a need to reduce teachers at a grade level/subject area within a school site, the following procedure will be used:

(a) Volunteers will be requested from the affected grade level/subject area first.

(b) If there are no volunteers, the least senior teacher on the district seniority list, in the affected grade level/subject area at that school will be assigned the open position, if qualified.

(c) If the involuntary assignment is declined, then the unfilled position will be opened to all qualified staff at that school site as a voluntary reassignment.

(d) If the displaced teacher declines the open position, the principal will determine the final placement after all voluntary reassignments are completed. (10/15)

(e) Reassignments shall not be arbitrary, capricious, or punitive in nature. (9/17)

9.7 Notice of Tentative Assignment, Transfer

Principals shall inform each teacher in writing no later than the last day of school or as early as possible, if there is to be a change in his/her tentative teaching assignment. This notice shall include the school, grade, and/or subjects to which the teacher will be assigned for the coming school year.

ARTICLE 10

WORK YEAR AND TEACHERS' HOURS

10.1 Length of Work Year

The teachers' contracted work year shall consist of not more than 184 days for returning teachers and 185 days for new teachers. Rate of reduction and the rate of additional compensation shall be based on one one-hundred-eighty-fourth (1/184) of the teacher's salary [one one-hundred-eighty-fifth (1/185) for new teachers].

One hundred eighty days shall be teaching days, one (1) day shall be (contracted) uninterrupted teacher work day, and three (3) days are to be used as a teacher in-service days.

Certified staff will be paid $25.00 per hour for work performed to ready their work area for the school year per teacher. The number of paid hours will be limited to a maximum of 15 hours . This work will be performed only during the 2 weeks prior to the beginning of school as arranged with the building administration. In addition, five (5) hours will be provided at the end of the school year to be completed after the last attendance day (Friday-Friday). The additional hours are outside of the contract year and are at the teacher's discretion and in no way mandatory. This does not apply to any licensed employee who is on an extended contract.

Special projects, including, but not limited to, summer school, after school programs, Saturday school, etc., which are funded through grants or other special revenue funds, will be advertised and may be applied for by teachers and paid at the rate of $25.00 per hour, unless specified differently by the grant. (10/15, 9/19)

10.2 School Day Hours

Teachers must be available for duty each school day for a total of seven and three-quarters (7.75) hours for employees working a five day work week and 9 hours for employees working a four day work week (with 6 hours on Friday work days as identified on the rural calendar) . By June 1st, the building administrator will seek input from the Teacher Advisory Council to determine reporting times and release times for each building for the following school year. Start time will not be earlier than 7:40 a.m.. (4/19)

Two days each month may be extended by 15 minutes to hold faculty or department meetings. One week's notice of such meetings will be given to employees. Employees will be allowed to leave 15 minutes early one afternoon as compensation for each meeting. (9/17)

On Fridays (Thursday's for 4 day staff) and days before vacations, teachers shall be dismissed five (5) minutes after students are dismissed.

10.3 Duty-Free Lunch Period

Teachers shall have a duty-free lunch period of the same length as their students' lunch period but not less than 30 minutes per day. Staff may volunteer, under the direction of site administration, based on availability and need for supervision.

10.4 Preparation Period

All teachers shall have at least one class period each day for preparation, if possible, at the Jr. High and High School. At the Elementary level, every effort will be made to provide at least 180 minutes per week for preparation (Art, Computer, Library, Music, and PE). Elementary teachers will not be required to supervise recesses; this time will not become part of their preparation time. Staff may volunteer, under the direction of site administration, based on availability and need for supervision. (10/15)

(a) During inclement weather in which students are maintained in the school building (before school, recess and after school), teachers will be required to assist with student supervision within the school setting. When necessary during lunch periods, staff volunteers will be sought to provide coverage. The TAC team will annually create a plan to address inclement weather coverages. Such plans must be submitted to the Superintendent for approval by October 1st. (9/17, 4/19)

(b) K-6 teachers will receive compensation when their preparation period is lost because of a temporary absence of special staff in which no substitute could be obtained at a rate of $15 per lost preparation time. Compensation will not be given during testing periods, school holidays, or the first and last weeks of school.

The district's spreadsheet will be used to submit documentation of missed preparation time to payroll on a bimonthly basis, by the site office staff. Payments will be issued monthly (9/19)

(c) A teacher who accepts an assignment to teach a calls during their prep period (Zero hour) will be compensated at the rats of 1/7th of their salary with PERS eligibility. (9/19)

10.5 Leaving Building During Day

Teachers, with principal's permission and for reasonable purposes, may be permitted to leave the building once the teacher has secured approved class coverage.

10.6 Regular Teachers Serving As Substitutes

Regularly employed teachers shall not serve in a substitute teacher capacity except voluntarily during teachers' preparation time or in an emergency situation. An emergency situation is defined as a time when a substitute is required for a single school day or less and no substitute is immediately available.

Teachers at the Jr. High and High School level who substitute for other teachers during their preparation time because those teachers are required by the District to be out of the classroom for school-related activities, or in an emergency situation, shall be paid $25.00 for each class period for which they have substituted. A block period is equal to two class periods for this Article. (9/17)

For teachers at the Elementary level that may be required to support additional grade level students as a result of the inability to secure a substitute teacher, shall be compensated at the daily substitute teacher rate (salary only) divided by the number of teachers the students are distributed across. For half-day periods, half-day substitute compensation (salary only) shall be distributed as defined above. This language will only apply to instances in which a substitute teacher is not able to be secured on a given full or half-day and does not apply to individual pull-outs (see Article 10.4 Preparation Period) or for coverage under Article 10.5 (Leaving Building During Day.) (4/19)

10.7 Special Circumstances

In the event extended day schedules or double sessions are needed in a particular school, the work hours stated in Section 11.2 may be altered in order to offer an acceptable educational program and provide flexibility in transportation schedules. No such alteration shall occur without the Board consulting with the teachers involved. If any teacher's total number of school day hours, excluding extracurricular activities, exceed those described in Section 11.2, that teacher will be compensated at his/her normal hourly rate of pay. Such an arrangement will only be made with the concurrence of the teacher involved.

ARTICLE 11

INSURANCE

11.1 The District will contribute 100% of the premium ($689.33 for FY 2020) of the employee only premium for employees regularly scheduled to work a minimum of 25 hours per week for a health and hospitalization policy (comprehensive major medical plan) to include dental, vision and a prescription card service as described in the Humboldt County School District Employee plan document. Life Insurance and Accidental Death and Dismemberment will also be provided for each employee as included in the plan.

The District will provide for an annual rate increase of up to 6%. This increase will coincide with annual renewal notices from the Insurance Provider. Cost increases above the specified amount will be at the expense of the employee. Should annual rates increase beyond 6%, the insurance committee may select to seek bids from other Insurance Providers; consider alterations to the existing plan; or determine to maintain the current plan with associated rate increases.

In a year in which the annual renewal rate falls under the budgeted 6%, the District will apply any such savings to the employees' current monthly contribution, up to but not exceeding the total of the employees' contribution, should a contribution be in effect. (10/15,9/17, 9/19)

11.2 Teachers working at least twenty-five (25) hours per week are eligible for the group medical insurance plan.

11.3 Employees are responsible for the entire cost of the premium for their eligible dependents through automatic payroll deduction and subject to the terms and conditions of the group policy. Eligible employees may elect to cover their dependents with only dental and/or vision as an ala carte item at the current premium rate.

11.4 Insurance Committee: An Insurance Advisory Committee shall consist of District Representation, two representatives from each Association which shall include the President

(or their designee) and a second representative appointed by the President, a site administrator; and a Board member. The Superintendent reserves the right to present information and attend committee meetings. Committee members may have consultants attend any meeting of the committee. The bargaining unit presidents shall have access to all information provided to the District by the plan administrator(s).
Responsibilities of the Insurance Advisory Committee shall be to at least annually:

(a) Review the benefits and features of the program;

(b) Review premium requirements;

(c) Evaluate and review any other factors that may affect the program;

(d) Solicit bids from brokers and health insurance carriers when the committee deems it appropriate;

(e) Mediate claim disputes.

(f) Select the district health plan on behalf of eligible employees.

The committee will provide notification to the Board of Trustees and employee organizations regarding changes to the insurance program.

11.5 The following monthly premiums apply to employees and non-employees effective the first of the month following approval by all bargaining groups and HCSD Board of Trustees, subject to possible additional premium increases and/or benefit modifications approved pursuant to the automatic reopener:

Effective	July 1, 2019	July 1, 2020
Employee	$689.33	pending
Spouse	$805.62	pending
Child/Children	$567.99	pending
Family	$1,439.20	pending
Medicare	$444.16	pending
Retired < 65	$689.33	pending
Retired + Spouse	$1,494.95	pending

Note: Rates for dependents does not reflect coverage for life insurance and are based on non-Medicare eligible.

A higher deductible plan is also available upon request.

11.6 Benefits of the Insurance Program:

1. Life insurance and accidental death and dismemberment, included in the policy, shall be provided in the amount of $20,000 per employee.
2. Plan year deductible shall be $500 per individual and $1,500 family maximum for PPO usage and $2,000 per individual and $4,500family maximum Non-PPO usage.
3. PPO usage co-insurance payment is set at 80/20 (non-PPO 50/50) to a maximum of $5,000 individual and $10,000 family (PPO) and $10,000 individual and $20,000 family (Non-PPO). Included in the co-payment plan is $25 co-pay for doctors and $40 for specialists (PPO) and 50% after deductible for Non-PPO. Services completed in the doctor or specialist's office may be subject to Deductible and coinsurance.

4. Emergency Room copay - $350 (PPO) . Vision Care Benefits apply to the employee and dependents and are as follows, with no deductible in all categories:
    a. One exam per 12 month period; $20 copay
    b. New Frames every 24 month period; $130 maximum benefit
    c. Lenses at one prescription per 12 month period as follows:
        - Single lens - Copay
        - Bifocal lens - Copay
        - Trifocal lens - Copay
        - Lenticular Lens - Copay
        - Contact lens - Covered in full if medically necessary.
        - Contact lenses - any other reason - $130 maximum benefit after copay (instead of glasses)
6. Wellness Benefit - As specified in the plan document.
7. Dental deductible - $50
8. Prescription Co-pays -
   $15 generic with $30 mail in for 90 day supply
   $40 formulary with $80 mail in for 90 day supply
   $60 non-formulary with $120 mail in for 90 day supply

9. All other limitations, terms and provisions of the Insurance Plan shall remain the same as stated in the Plan Document.

10. Section 125 Benefit Plan will be available to all employees. The following items will be available under this plan: dependent insurance paid by the employee, child care, cancer insurance, and other available plans in the future that are allowed under IRS Section 125.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Educational Leave Without Salary

Upon written application to the Board, a teacher may be granted not more than one year of educational leave without salary. The number of said leaves of absence granted in any one school year is at the Board's discretion. The applicant shall substantiate, in writing, the purpose and intent of the course of study and verify number of credits earned.

12.2 Return After Educational Leave

Whenever a teacher is granted an educational leave for the period of one school year, such teacher, upon return to the District, shall resume his/her former position with an increment on the salary schedule just as though s/he had been regularly employed during the year for which the leave was granted.

12.3 Sabbatical Leave with Partial Salary

Any teacher who has completed seven (7) years of teaching in the District may be granted one (1) year of sabbatical leave with partial salary upon application to and approval by the Board. The leave is to be used for a course of study within the teacher's area of specialization or one that will benefit the District. No more than two (2) sabbatical leaves shall be granted in one year.

12.4 Application for Sabbatical Leave

Application for sabbatical leave shall be made to the Superintendent prior to February 15th of the year in which the leave is to begin. The applicant shall substantiate, in writing, the purpose and intent of the course of study and its benefit to the District. An acceptable course of study during the leave must meet the following criteria:

(a) College level classes that will make a substantial contribution to the improvement of the teacher in a field of the profession in which s/he is engaged or one for which s/he is preparing.

(b) Maintain a full-time credit load as defined by the institution attended. Credit must be earned in residence. Correspondence courses are not acceptable.

(c) Credits must be earned in a college or university recognized by the State of Nevada for certification purposes.

A committee of two (2) teachers appointed by the Association and two (2) administrators shall review all applications and make recommendations to the Board. The Board shall make the final decision for approval of applications for sabbatical leave.

12.5 Sabbatical Salary

During the sabbatical leave, the teacher shall receive monthly compensation in the amount of one-half (1/2) of his/her current salary. The teacher will provide the Board with a surety bond in the amount of one-half (1/2) of his/her current salary. The District will also maintain normal insurance coverage and retirement benefits for any teacher on such leave.

12.6 Return After Sabbatical Leave

The teacher must agree to return to the District to teach for a period of not less than three (3) years, or to reimburse the District for all District-paid compensation received by the teacher during the sabbatical leave period. Whenever a teacher is granted such leave, upon return to the District, s/he shall resume his/her former position or equivalent position in his/her previous attendance area based on District need with an increment on the salary schedule just as though s/he had been regularly employed during the year for which the leave was granted.

12.7 Maternity Leave of Absence

Maternity/Paternity/Adoption (of a child) leave may be granted to an employee, in accordance with Family and Medical Leave Act (FMLA) of 1993. Whenever possible, a request for leave of absence for maternity/paternity/adoption (of a child) shall be requested 30 days prior and if possible, notice shall be given before the anticipated placement date of an adopted child. Total maternity/paternity/adoption (of a child) leave per family will not exceed (12) weeks. When a holiday falls during a work week, the week counts as a full week of FMLA leave. However, when school is closed for five (5) consecutive days, or longer, such as the December holidays or summer recess, those days will not count as FMLA leave.

Should additional time beyond the 12 weeks be necessary, a request may be submitted to the Superintendent of Schools. Should the request be denied, the employee shall be afforded the opportunity to request additional time from the Board of Trustees.

Upon return to the District, the teacher shall resume his/her former position.

12.8 Miscellaneous Leaves

Leaves may be granted at the discretion of the Board for reasons other than those covered in 12.1 through 12.7.

In the event two or more teachers are on a leave of absence, they shall be returned to service in vacant positions according to seniority and licensure.

12.9 Military Leave

Pursuant to applicable federal and Nevada statutes, teachers who must serve under orders in military programs shall not lose salary from the District for participating in such programs for up to fifteen (15) school days per school year.

A copy of orders from the teacher's commanding officer is to be submitted to Human Resources.

12.10 Teachers summoned for jury duty or required by subpoena to appear in court for matters other than personal business shall be excused without loss of salary or benefits. Employees shall be required to reimburse the District the amount of pay received for their services, not including meal and mileage payment.

ARTICLE 13

SICK LEAVE

13.1 Purposes for Which Granted

Sick leave shall be granted a teacher who is unavoidably absent because of personal illness, temporary disability, or accident, or because of serious illness, accident or death in his/her immediate family, or for diagnostic tests which cannot be scheduled during vacation periods without being detrimental to the health or safety of the teacher or his/her spouse or dependent child. Leave may be granted for deaths or serious illness of other persons with the approval of the Superintendent. Illness related to pregnancy and childbirth shall be treated as sick leave. A physician's statement of verification may be required.

Immediate family is defined as spouse, domestic partner (in accordance with NRS 122a) children, step-child, foster child, parents, grandparents, all in-law relations and, for purposes of bereavement, aunt, uncle, sister, brother and first cousin. (9/17)

13.2 Accrued Allocation

At the beginning of each school year, each teacher shall be credited with fifteen (15) days sick leave to be used for absences caused by illness or physical disability. The unused portion of such allowance shall accrue from year to year without limit.

13.3 Pro-rated Allocation

A teacher must report to his/her assignment as required in his/her contract in order to have sick leave credited to his/her account. In the event a teacher does not complete the number of days required by his/her contract, the number of sick days used in excess of the number of pro-rated days earned will be deducted when the final pay of the terminating teacher is computed.

Teachers who begin service later in the school year shall be credited with the number of days sick leave that may be earned at the rate of one-and-one-half (1.5) days for each month service that may be completed by the end of the school year.

Part-time teachers' allocation will be pro-rated based on actual contracted hours and days. Part-time teachers', who become full-time teachers, accrual will be calculated on a pro-rated basis based on contractual hours and days.

13.4 Doctor's Statement

At the discretion of the site administrator, a doctor's statement may be required after (3) separate instances of illness or five (5) consecutive days of illness.

13.5 Elective or Cosmetic Surgery or Treatment - Not Eligible

Sick leave will not be granted for elective or cosmetic surgery or other medical or surgical treatments which can be performed during vacation periods, provided that such postponement of treatment will not be detrimental to the health or safety of the teacher. If in doubt, the Board may require a physician's statement.

13.6 Unused Sick Leave Upon Retirement

Teachers, upon retirement from the District, shall receive sixty dollars ($60.00) per day for each day of unused sick leave. To be eligible for payment, an employee must have been an employee of the Humboldt County School District for a minimum of ten (10) years and must receive retirement benefits from PERS within six (6) months after leaving District employment.

Employees shall have the option of one of the following plans:

(a) A direct, lump-sum payment to the teacher.

(b) A payment into a fund established for the purpose of paying a retiree's group health insurance premiums until depletion of the amount initially deposited in the teacher's name. In the event of the teacher's death before depletion of his/her fund, a lump-sum payment in the amount remaining will be paid to the employee's beneficiary(s).

The retiring teacher shall notify the Superintendent of his/her option no later than May lst. After that date, option (a) will be the only allowable option.

In the event of a teacher's death before retirement, unused sick leave shall be paid to his/her beneficiary(s) at the rate of $60.00 for each day of unused sick leave due to a continued illness or disability. (9/17)

13.7 Sick Leave Bank Contribution

The Sick Leave Bank is provided to help personnel who, unable to perform the duties of their position due to personal long-term illness or disability, have exhausted all available leave. Also covered is long-term illness or disability in the employee's immediate family. See Exhibit C

ARTICLE 14

OTHER LEAVES

14.1 Personal Leave

Two (2) days of personal leave will be granted to each full-time teacher with no restrictions provided that doing so does not cause undue hardship to the District except that such leave shall not be taken during the first seven and last seven scheduled workdays of the teacher contract year, excluding this restriction for good cause which can be appealed to and approved by the Superintendent. One (1) additional day of personal leave will be granted to certified personnel who attain step 20 or have 20 years, or more, as a certified employee, providing for a total of three (3) personal leave days annually. Personal leave for part-time teachers will be pro-rated based on contractual hours and days worked.

14.2 No Penalties

No penalties shall accrue nor any deduction be made when such leave is approved by the Board or Superintendent.

14.3 Prior Written Request

Three (3) days' notice will be provided prior to the use of personal leave. At the principal's discretion, leave may be granted on shorter notice if the leave will not create a hardship for the school.

14.4 Personal Leave Reimbursement

In the event personal leave is not used by a teacher, s/he has the option of selecting one of the following:

(a) Reimbursement for unused personal leave at $40.00 per day (on or before July 1st)

(b) Apply unused personal days to sick leave days

(c) An employee may carry forward unused personal leave into the next school year subject to a maximum accrual of five (5) personal days (six (6) days for eligible staff as defined in 14.1) including the specified personal days that are granted at the beginning of each year. No more than three (3) consecutive days will be granted without approval of the Principal and Superintendent.

The teacher shall notify the District in writing of the option s/he chooses not later than June 5th.

14.5 Professional Leave

The Site Administrator may authorize an employee absence for professional purposes with pay provided that such attendance will render an education service or value to the Humboldt County School District. Employees working as a candidate toward National Board Certification will be granted one professional leave day to be used to complete the National Board Certification Exam. Such absence will be limited to one (1) day per school year and will cover sub costs only. Days beyond one (1) professional leave day will require Superintendent authorization. (9/17)

ARTICLE 15

EMPLOYEE RIGHTS

15.1 Compliance with Rules and Directions

Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives that are consistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

15.2 Teacher Discipline

Teachers shall not be reprimanded, warned, or disciplined without just cause. Such interactions will be done in a professional and confidential manner. Admonition, suspension, and dismissal shall be in accordance with NRS Chapter 391 the grievance process, and for just cause. (9/17)

15.3 Disciplinary Information Available to Teacher

All information forming the basis for disciplinary action will be made available to the teacher or his/her representative.

15.4.1 Non-Discrimination

Neither the District nor the Association will discriminate against any member of the bargaining unit because of membership in the Association or participation in any of the Association's activities.

15.5 Investigative Interviews

An employee about to undergo an investigative interview is entitled to an Association representative. Whenever possible, twenty-four (24) hours' notice shall be given prior to the meeting. Any and all notices by an administrator desire to hold an investigative interview with a teacher shall include, to the extent possible, a detailed subject of the conference so the employee is aware of any allegations. (9/17, 4/19))

15.6 Notice of Deficiency

Any behavior that results in a directive for change or discipline shall be called to the employee's attention in writing within ten (10) working days after the observed behavior. (4/19)

15.7 The staffs' immediate safety shall always be of primary importance to the Humboldt County School District. In accordance with NRS 392 (including but not limited to 392.4643 – 392.4648), a student may be removed from a classroom if the staff member feels a threat to their person, or individuals within the classroom environment unless the removal violates the federal mandates of the Individual with Disabilities Education Improvement Act. After removal, the site administrator and teacher will meet to debrief prior to the student returning to the classroom. (4/19)

15.8 Staff assigned instructional and/or supervisory responsibilities for a student already know to be a safety concern from past situations within or outside of Humboldt County School District will

be notified of the safety concerns relating to the student upon initial placement of the student to the staff member's assigned duties. Affected staff will receive crisis, prevention, intervention (CPI) training within 30 days of the identified need. (4/19)

ARTICLE 16

TEACHER EVALUATION

16.1 Evaluations shall be conducted by an administrator in accordance with NRS 391. Administrator shall be defined as any licensed employee, the majority of whose working time is devoted to service as a superintendent, supervisor, principal or vice principal in a school district.

16.2 Evaluation Procedure

Board policy on teacher evaluation shall be developed in compliance with NRS 391.675 – 391.695 and 391.725 – 391.730. Professional development opportunities will be provided to assist staff in understanding the statutorily driven evaluation process. (10/15, 9/17)

16.3 Confidential Files

Teacher's placement office and personal references that originate outside of the District shall be placed in a confidential file not subject to inspection by the teacher concerned. Also, materials and information originating within the District prior to the initial employment of any teacher shall not be subject of inspection by the teacher. Nothing herein is intended to conflict with the Family Privacy Act or any other law.

16.4 Teacher's Inspection of Other Files

The District shall maintain only one personnel file for each teacher, which shall be located at the Central Office and maintained in strict confidentiality. All materials and information placed in the personnel file of any teacher by a supervisory administrator of the District, and not restricted by the preceding paragraph, shall be available to the teacher for inspection upon request. Any information originating within the District, and not limited by the preceding paragraph, which is disparaging to the professional reputation of the teacher shall not be placed in the personnel file until the teacher has had an opportunity to read such material and discuss the material and related information with his/her immediate supervisor or administrator. Such disparaging materials are subject to the provisions of Article 15.

16.5 Teacher' s Acknowledgment

The teacher shall be requested to acknowledge in writing that s/he has read all material, with the understanding that such acknowledgment shall not necessarily indicate agreement with all or any part of the material concerned.

16.6 Non-participation in Extracurricular Activities

Non-participation in extracurricular or voluntary after-school activities shall not be valid items for teacher evaluations.

ARTICLE 17

TEACHER FACILITIES

17.1 Facilities Enumerated

Each school shall have the following facilities:

(a) A space in each classroom in which teachers may safely store instructional materials and supplies.

(b) A locked space in each classroom in which teachers may safely store personal belongings.

(c) A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials, if possible.

(d) Where feasible, an appropriately furnished room to be used as a faculty lounge.

(e) Where feasible, well-lighted, clean, and conveniently located teacher restrooms separate for each sex and separate from the students' restrooms.

(f) A serviceable desk and chair for each teacher.

17.2 Instructional Time

The teacher should be protected against unnecessary interruption by other school personnel, pupils, and parents. This is not to exclude normal classroom visitation, but should exclude parent consultation during teaching time. Classroom visitations will be made in consultation with the classroom teacher and site administrator.

17.3 Maintenance, Remodeling, and Repairs

Routine maintenance, remodeling, and repair work, which will interfere with effective teaching or create a safety hazard, should be accomplished outside the normal teaching day. When this is not possible, the teacher will be provided advance notice, assistance in relocating, and another adequate station will be furnished if available.

17.4 Mileage to be Paid

All teachers shall be paid mileage at the state or district approved rate, whichever is greater, or supplied with a District vehicle for travel on official business.

ARTICLE 18

STUDENT DISCIPLINE

18.1 Strict Student Discipline

Every teacher in the District shall hold pupils to a strict account of their conduct on and in close proximity to the school ground, on the playground, and during any intermission.

18.2 Physical Force

A teacher may use physical force to restrain a pupil without advance notice to the principal when it is essential for self-defense, or for the protection of other persons or property of the

District. Any use of physical force will be immediately reported to the site administrator who will then report to the Superintendent. (4/19)

18.3 Disruptive Students

Pursuant to NRS 392 (including but not limited to 392.4643 – 392.4648), a teacher may, with the permission of the principal, temporarily exclude a student from class when the pupil's behavior is disruptive to the point of impeding learning by the other pupils. After consultation by the teacher, principal, parent, and counselor (where applicable), the child may be returned to the classroom provided corrective measures have been initiated. (4/19)

ARTICLE19

SCHOOL CALENDAR

19.1 Composition of Committee

Two (2) administrators (one from the District and one from the site), one (1) school board member, and two (2) teachers (appointed by the Association) shall meet to develop two (2) or more possible calendars for up to three (3) school years. Those proposals will then be submitted to the Board. The Board shall approve a calendar as the official school calendar. Once the official school calendar has been approved by the Board, if changes are necessary, the Calendar Committee will meet to make recommendations to the Board for their approval.

ARTICLE 20

DISTRICT WORKSHOPS

20.1 Compensation for Expenses

Teachers required by the District to travel to workshops, conferences, or meetings held more than ten (10) miles from a teacher's assigned school will be reimbursed for expenses at the normal state or district approved per diem rate, whichever is higher.

20.2 Excuse from Workshops

Teachers may be excused from mandatory District-wide workshops upon written request submitted to and approved by the Superintendent of Schools or his designee.

20.3 Payment for Workshop Attendance Outside of School Calendar

When teachers are required to attend District-wide workshops, other than regular school days, they will be compensated at one one-hundred-eighty-third (1/183) of their contracted salary. This does not include the two days designated by the District as orientation or workshop days, preceding the opening of school.

20.4 Salesmen

Salesmen shall not be included in orientation sessions.

ARTICLE 21

TEACHER ADVISORY COUNCIL

21.1 Purpose

A Teacher Advisory Council will serve as a liaison between teachers and building administrators in order to bring forth and address school concerns, and to improve the working conditions and quality of education at each respective school. The Teacher Advisory Council shall neither discuss nor participate in grievances, nor will it engage in bargaining or enter into agreements that impact the negotiated agreement between the HCEA and the HCSD or take any action that is contrary to this Agreement. The Teacher Advisory Council is not to serve as a committee for entertainment, social, fundraising, or any similar activity in the building. (9/17, 4/19)

The school's principal and the TAC Chairperson shall mutually agree to a date for the first meeting which will shall be on or before September 30th of the school year. (4/19)

21.2 Selection and Membership

Each school faculty will annually select members of its Teacher Advisory Council per a vote at the first staff meeting of the year. Each council shall be comprised of at least five (5) teachers representing grade levels and/or departments. The newly elected TAC members will meet as soon as possible after the election to select a chairperson and secretary. The chairperson must be an active member of the HCEA. (9/17, 4/19)

21.3 Duties

(a) Councils will meet at the request of either party to successfully achieve the objectives set forth herein.

- Improve the morale of the certified staff;
- Apprise the principal of actual or potential problems involving the certified staff of the school;
- Secure the maximum productive and constructive involvement of certified members of the staff in the education of students; and
- Improve communications between the principal and certified members of the staff.

ARTICLE 22

ASSOCIATION RIGHTS

22.1 Professional Qualifications Criteria for Employment

Professional qualifications are the only criteria for employment, and membership in any organization union will not be considered for hiring or rehiring.

22.2 Distribution of Notices

The Association shall have the privilege to place notices, circulars, and other materials on faculty room bulletin boards and in each teacher's mailbox provided they have been signed by a member of its Executive Board.

22.3 District Information Available

The District shall make all relevant public information available to the Association within a reasonable time after it is requested. If there is a cost involved in providing this public information to the Association, such cost shall be borne by the Association.

22.4 School Delivery Service

The Association shall have the privilege of delivering materials to or receiving materials from its members through the school delivery service.

22.5.1 Use of Facilities and Equipment

The Association will have the privilege of using school facilities and equipment including computers, media carts, copying machines, calculators, paper, and printers etc. at reasonable times.

22.6 Association Leave

Ten (10) days Association leave shall be granted for the Association each year upon written notification, with up to an additional Ten (10) granted subject to the full cost of Association representative (salary, benefits, substitute) which will be reimbursed by the Association to the District if the meeting is conducted during the teacher's work day.

Additional days may be granted subject to the full cost of Association representative (salary, benefits, substitute) which will be reimbursed by the Association to the District if the meeting is conducted during the teacher's work day. (10/15)

22.7 Dues Check off

The District agrees to deduct from the salaries of its teachers TIP contributions and dues for Humboldt County Education Association's, UCN, NSEA, and NEA by monthly deductions in one sum. The teachers individually authorize the District to deduct and to transmit the monies promptly to the Nevada State Education Association. Teachers' authorization will be in writing on forms provided by the Association.

(a) The Association will certify to the District, in writing, the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such a change.

(b) Deductions referred to in the first paragraph above will be made in equal installments once each month during the year. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the ninth (9th) of the month.

(c) When a teacher leaves the District during the school year, the remaining amount of dues will be deducted from the final check in accordance with the dues authorization card. If the amount due the Association is greater than the amount the teacher has earned, any amount shall be forwarded to the Association.

(d) The District will honor the continuing membership concept as authorized by the dues authorization card which states: "I hereby agree to pay cash for or authorize my employer to deduct the amounts indicated below for this membership year and each membership year thereafter, provided that I may revoke this authorization by giving written notice to that effect to my employer and the local association between July 1 and July 15. I understand that if I terminate my membership in the United Education Profession from July 1 to July

15 of any year, the balance of my dues for the membership year will be deducted from my payroll check(s).

(e) By no later than October 15th of each year, the Association will provide to the District a current list of membership. The Association will notify the District monthly of any changes in said list.

(f) The Association agrees to hold the District harmless and to reimburse the District for any and all costs, including ordinary and customary 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 member.

ARTICLE 23

SALARY

23.1 Licensed Salary Schedule

FY 2019-2020: There shall be a 3.625% increase, which includes the PERS adjustment of 0.625% effective July 1, 2019 to the 2018-2019 salary schedule computed as in prior years effective upon ratification of the Association and approval of the Board of Trustees and which is retroactive to the beginning of the 2019-2020 school year. Net impact, 3% increase on the base.

FY 2020-2021: There shall be a 2.0% increase to the adjusted 2019-2020 salary schedule computed as in prior years' effective the beginning of the 2019-2020 contracted school year. (10/15, 9/17, 9/19)

Definition of Columns

Column I: Bachelor's degree and a valid Nevada Certification.

Column II: Bachelor's degree + 24 undergraduate credits, in-service credits, or 16 graduate credits or any combination of the previous three totaling 24 credits. Credits must be taken after receipt of Bachelor's degree.

Column III: Bachelor's degree + 48 undergraduate credits, in-service credits, or 32 graduate credits, or any combination of the previous three totaling 48 credits. Credits must be taken after receipt of Bachelor's degree.

Column IV: Bachelor's degree + 48 graduate credits or a Master's degree from an Accredited Institution. Credits must be taken after receipt of Bachelor's degree.

Column V: Bachelor's degree + 64 graduate credits taken after the Bachelor's degree or a Master's degree plus 16 Graduate or undergraduate credits taken after the Master's degree from an accredited institution. Undergraduate credits must be linked to an endorsement as documented on the employee's license.

Education credit(s) to advance on the salary schedule may be completed at any time. Credits must be submitted to the Human Resource Division by September 10th or January 10th, then the

employee will be moved to the appropriate column on the salary schedule in the next available pay period.

Note: Beginning with column V employees with a Master's degree have the option of applying the credits toward the Master's option or the BA plus graduate credit option, whichever is most beneficial toward the advancement on the salary schedule.

23.2 Rural Salary Adjustment

A rural salary adjustment of over and above the adopted salary schedule, will be paid to all teachers assigned to schools outside the Winnemucca attendance area as reflected in 1A. Rural adjustments will be $1,250 for Denio, $1,000 for McDermitt and Kings River, and $800 for Orovada and Paradise Valley. (9/17)

(a) If an involuntary transferred teacher is moved to a rural school or McDermitt, that teacher will receive the rural school stipend in addition to a $750 compensation stipend. The compensation stipend will be in effect for a maximum of two (2) years.

23.3 National Board of Professional Teaching Standards Certification

Teachers who maintain certification by the National Board of Professional Teaching Standards will receive an additional five percent (5%) if the following conditions are met:

(a) Must be assigned to classroom instruction for the current school year.

(b) Must submit evidence of certification as required by NRS 391.160.

23.4 Step Adjustment

New hires will start on Step 2 of the certified salary schedule. Employees will remain on this step (Step 2), until such time as they are eligible for Step 3. The step adjustment may be withdrawn for any given school year. In such cases, the association will be notified and any staff member currently subject to the step adjustment, or has already been offered a contract indicating compensation at Step 2, will remain as agreed upon at the time of hire. (9/17, 9/19)

Effective with the 2019-2020 school year, Step 23 will be added to Columns IV and V and reflected in the salary schedule. (9/19)

23.5 Salary Schedule Adjustment

Effective with the 2020-2021 school year, an adjustment to annual payroll will be made shifting from a September through August annual cycle to an August through July payroll cycle. This has no negative impact for either employee or district, however, in the first year, will provide for an additional payment (2 total payments) during the month of August 2020. This would reflect as compensation on the year-end W-2. (9/19)

ARTICLE 24

EMPLOYER-PAID RETIREMENT

24.1 Retirement

In addition to the salary schedule shown in Article 25, the Humboldt County School District, on behalf of the teachers, shall pay all contributions to the Nevada Public Employees Retirement System. See MOU.

ARTICLE 25

GRIEVANCES

25.1 Definitions

25.1.1 Grievance – A "grievance" shall be defined as any complaint or dispute by a teacher, a group of teachers, or the Association that there is a violation or inequitable application of any of the provisions of this contract or School Board Policy or practice governing or affecting employees. The term "grievance" shall not apply to any matter on which the School Board is without authority to act.

25.1.2 Grievant – A "grievant" is the employee(s) or the Association asserting the grievance.

25.1.3 Days – The term "days" when used in this Agreement shall, except where otherwise indicated, mean working days rather than calendar days.

25.1.4 Time Limits/Speedy Resolution Desired – Since it is important that grievances be processed as rapidly as possible, the number of days listed at each level shall be considered as a maximum and every effort should be made to expedite the process.

25.2 General Provisions

25.2.1 End of School Year

In the event a grievance is filed on or after June lst, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the school term or as soon thereafter as is practicable.

25.2.2 Summer Suspension of Time

The specific Negotiated Agreement under which a grievance is originally filed shall remain the Agreement ruling that grievance. Only with agreement between both the District and the grievant may a grievance process continue through the summer months when school is not in session. All timelines are suspended during the summer months and on holidays when the schools are not in session.

25.2.3 No Reprisals

No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.

25.2.4 Request for Information

Both parties will cooperate in the investigation of any grievance. Upon receipt of a written request for information, the District and the Association shall provide all documents relevant to any grievance, arbitration, or negotiations to the requesting party within a reasonable time after it is requested.

25.3 Grievance Procedure

Informal Discussion/Immediate or Issue Relevant Supervisor
If an employee believes that s/he has a grievance, s/he shall first discuss the matter informally with his/her immediate or issue relevant supervisor within twenty (20) days of the event or knowledge of the event which led to the potential grievance. The employee shall request in writing an informal meeting with his/her immediate or issue relevant supervisor.

The immediate or issue relevant supervisor shall respond, in writing, within ten (10) days from the date of this discussion. This response shall indicate the immediate or issue relevant supervisor's decision regarding the employee's concern.

Either party may be represented during the discussion by a person of their choosing.

Step 1 – Formal Grievance/Immediate or Issue Relevant Supervisor
If the grievant is not satisfied with the decision of the immediate or issue relevant supervisor through informal discussion, s/he shall submit within ten (10) days of receipt of the supervisor's decision, a formal written grievance to the immediate or issue relevant supervisor.

The immediate or issue relevant supervisor and grievant or representative shall mutually schedule a meeting with the grievant and a representative of the Association and shall render a decision in writing to the grievant, the Association, and the Superintendent within fifteen (15) days following the Step 1 hearing. The immediate or issue relevant supervisor shall include reasons supporting the decision.

In the event a grievance does not pertain to the immediate or an issue relevant supervisor, the grievance may be filed at Step 2, Superintendent Level.

Step 2 - Superintendent Level
If the answer of the immediate or issue relevant supervisor does not satisfactorily resolve the grievance, the grievant and/or the Association may, within ten (10) days after receipt of the written answer from the immediate or issue relevant supervisor, submit the grievance to the Superintendent in writing, including the answer of the immediate or issue relevant supervisor. The Superintendent or designee shall mutually schedule with the grievant or representative a meeting to hear the grievance within fifteen (15) working days of receipt of the appeal to step 2 unless both the Superintendent and designee are unavailable for such meeting and there is a mutually agreed upon time extension and shall submit a written answer of the grievance to the grievant and to the Association within fifteen (15) days following the Step 2 hearing. The Superintendent shall include reasons supporting the decision.

Step 3 – Mediation Level
If the Grievant or the Organization is not satisfied with the decision of the Superintendent, or designee, the grievant or the President of the Organization may, within ten (10) days following receipt of the response to Step 2, proceed directly to Step 4 – Board of Trustees, or may request

to present the grievance to Mediation. If the grievant of the President of the Organization requests to present the grievance to Mediation, the following Mediation procedure will be followed:

The Superintendent must respond to a Grievance request for Mediation within five (5) days;

The Mediator will be obtained from the Federal Mediation and Conciliation Service;

Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service;

The Mediator shall confer with the Superintendent of his Designee and the Organization, and hold a hearing within thirty (30)_days. If FMCS is unavailable within the thirty (30) day time frame, parties may move the Grievance to Step 4.

If no solution is reached to the satisfaction of both parties, the Grievance may be moved to Step 4 – Board of Trustees.

Step 4 - Board of Trustees
If the Association is not satisfied with the decision of the Superintendent, or if the issue was submitted to Step 3 – Mediation and no solution was reached to the satisfaction of both parties, the President of the Association may, within ten (10) days, following receipt of the response to Step 2 (or within ten (10) days after completion of Step 3 – Mediation) file the grievance with the Clerk of the Board. The Board shall hear the grievance during a closed personnel session either during a special meeting or at the next regularly scheduled public meeting following receipt of the grievance appeal. The meeting may be closed by the Board to consider grievances involving the character, alleged misconduct, professional competence, or physical or mental health of an employee consistent with the requirements of Nevada's Open Meeting Law (NRS Chapter 241), however any action by the Board must be in open session. The Superintendent may request from the grievant's representative a two-week extension of time to the above time-frame. Such a request will not be unreasonably denied. The grievant or grievant's representative or both shall present the case to the Board. The Board shall forward its written response to the grievance within ten (10) days following the Step 3 hearing to the grievant; the grievant's representative, and the Association President. The Board's response shall include reasons supporting the decision.

Step 5 - Binding Arbitration
Any grievance, which has been deemed meritorious by the Association, may be appealed to arbitration by the Association within twenty (20) days following receipt of the Board's response by serving written notice to the District of its intention to arbitrate the grievance.

In the event a grievance is appealed to arbitration as provided in this section, the Superintendent or designated representative shall meet with the President of the Association or designated representative within ten (10) days and shall jointly select as arbitrator a person who is recognized as experienced, impartial, and competent. If the parties are unable to reach agreement at this meeting, either party may request the Federal Mediation and Conciliation Services to furnish an arbitrator under its Voluntary Labor Arbitration Rules.

25.4 <u>Selection of Arbitrator</u>

Within ten (10) days after receipt of the panel of arbitrators submitted by the Federal Mediation and Conciliation Services, the Superintendent and the Association will select an arbitrator by striking names from the list until a single arbitrator remains.

25.5 Basis for Decision

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement, District policies, and applicable Nevada statutes. The arbitrator shall not have the authority to modify, amend, alter, add to, nor subtract from any provision of this Agreement.

25.6 Binding Arbitration (Grievance)

The decision of the arbitrator shall be final and binding. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties. If an arbitrator is selected from the Federal Mediation and Conciliation Services, procedures of the arbitration shall conform with the Federal Mediation and Conciliation Services rules, the NLRB, and applicable federal labor law decisions.

The decision and award, in writing, of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Association, and the District.

The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other expenses will be paid by the party incurring them.

25.7 Rights and Responsibilities of the Grievant, Association, and Board

(a) No reprisals shall be taken by either the grievant, Association, the District, or the District's agents against any participant in the grievance procedure by reason of such participation.

(b) A grievant may be represented at any step of the grievance procedure by an Association representative or by a person or persons of their choosing subject to the full cost of Association representative (salary, benefits, substitute) will be reimbursed by the Association to the District if the meeting is conducted during the teacher's work day.

(c) When a grievant is not represented by the Association at Step 1, 2, or 3, the Association shall have the right and reasonable opportunity to be present at any meeting between the grievant, the immediate supervisor, the Superintendent, and/or the Board after the submission of the written, signed grievance form subject to the full cost of Association representative (salary, benefits, substitute) will be reimbursed by the Association to the District if the meeting is conducted during the teacher's work day.

(d) Except for the decision resulting from arbitration or settlement, all documents, communications, and records dealing with the processing of a grievance shall be separate from the personnel file.

(e) Failure by the grievant to comply with the timelines in this Article shall be deemed to be a denial of the grievance. Failure by the immediate supervisor to comply with the timelines in this Article, absent a mutually agreed upon time extension, shall result in the grievance being deemed in favor of the grievant unless fiscal impact exceeds $350, in which case the grievance automatically moves to the next level.

(f) A grievance may be withdrawn at any level by the grievant without prejudice. (10/15)

EXHIBIT A

LICENSED SALARY SCHEDULE
WINNEMUCCA AREA SCHOOLS
2019-2020

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16G or BA+64G
0	$43,370	$45,578	$47,787	$49,995	$52,204
1	$43,370	$45,578	$47,787	$49,995	$52,204
2	$43,370	$45,578	$47,787	$49,995	$52,204
3	$44,976	$47,184	$49,393	$51,602	$53,810
4	$46,582	$48,791	$50,999	$53,208	$55,417
5	$48,590	$50,799	$53,007	$55,216	$57,425
6	$50,598	$52,806	$55,015	$57,224	$59,432
7	$52,606	$54,814	$57,023	$59,232	$61,440
8	$54,614	$56,822	$59,031	$61,239	$63,448
9	$56,621	$58,830	$61,039	$63,247	$65,456
10	$58,629	$60,838	$63,046	$65,255	$67,464
11	$60,637	$62,846	$65,054	$67,263	$69,472
12	$60,637	$64,854	$67,062	$69,271	$71,479
13	$60,637	$64,854	$69,070	$71,279	$73,487
14	$60,637	$64,854	$71,078	$73,287	$75,495
15	$60,637	$64,854	$73,086	$75,294	$77,503
16	$60,637	$64,854	$73,086	$75,294	$77,503
17	$60,637	$64,854	$73,086	$75,294	$77,503
18	$60,637	$64,854	$73,086	$75,294	$77,503
19	$60,637	$64,854	$73,086	$75,294	$77,503
20	$60,637	$64,854	$73,086	$77,302	$79,511
21	$60,637	$64,854	$73,086	$77,302	$79,511
22	$60,637	$64,854	$73,086	$77,302	$79,511
23	$60,637	$64,854	$73,086	$79,310	$81,519
24	$60,637	$64,854	$73,086	$79,310	$81,519
25	$60,637	$64,854	$73,086	$81,318	$83,527

EXHIBIT A

LICENSED SALARY SCHEDULE
DENIO ELEMENTARY SCHOOL
2019-2020

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16 or BA+64G
0	$44,620	$46,828	$49,037	$51,245	$53,454
1	$44,620	$46,828	$49,037	$51,245	$53,454
2	$44,620	$46,828	$49,037	$51,245	$53,454
3	$46,226	$48,434	$50,643	$52,852	$55,060
4	$47,832	$50,041	$52,249	$54,458	$56,667
5	$49,840	$52,049	$54,257	$56,466	$58,675
6	$51,848	$54,056	$56,265	$58,474	$60,682
7	$53,856	$56,064	$58,273	$60,482	$62,690
8	$55,864	$58,072	$60,281	$62,489	$64,698
9	$57,871	$60,080	$62,289	$64,497	$66,706
10	$59,879	$62,088	$64,296	$66,505	$68,714
11	$61,887	$64,096	$66,304	$68,513	$70,722
12	$61,887	$66,104	$68,312	$70,521	$72,729
13	$61,887	$66,104	$70,320	$72,529	$74,737
14	$61,887	$66,104	$72,328	$74,537	$76,745
15	$61,887	$66,104	$74,336	$76,544	$78,753
16	$61,887	$66,104	$74,336	$76,544	$78,753
17	$61,887	$66,104	$74,336	$76,544	$78,753
18	$61,887	$66,104	$74,336	$76,544	$78,753
19	$61,887	$66,104	$74,336	$76,544	$78,753
20	$61,887	$66,104	$74,336	$78,552	$80,761
21	$61,887	$66,104	$74,336	$78,552	$80,761
22	$61,887	$66,104	$74,336	$78,552	$80,761
23	$61,887	$66,104	$74,336	$80,560	$82,769
24	$61,887	$66,104	$74,336	$80,560	$82,769
25	$61,887	$66,104	$74,336	$82,568	$84,777

EXHIBIT A

LICENSED SALARY SCHEDULE
KINGS RIVER AND MCDERMITT SCHOOLS
2019-2020

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16 or BA+64G
0	$44,370	$46,578	$48,787	$50,995	$53,204
1	$44,370	$46,578	$48,787	$50,995	$53,204
2	$44,370	$46,578	$48,787	$50,995	$53,204
3	$45,976	$48,184	$50,393	$52,602	$54,810
4	$47,582	$49,791	$51,999	$54,208	$56,417
5	$49,590	$51,799	$54,007	$56,216	$58,425
6	$51,598	$53,806	$56,015	$58,224	$60,432
7	$53,606	$55,814	$58,023	$60,232	$62,440
8	$55,614	$57,822	$60,031	$62,239	$64,448
9	$57,621	$59,830	$62,039	$64,247	$66,456
10	$59,629	$61,838	$64,046	$66,255	$68,464
11	$61,637	$63,846	$66,054	$68,263	$70,472
12	$61,637	$65,854	$68,062	$70,271	$72,479
13	$61,637	$65,854	$70,070	$72,279	$74,487
14	$61,637	$65,854	$72,078	$74,287	$76,495
15	$61,637	$65,854	$74,086	$76,294	$78,503
16	$61,637	$65,854	$74,086	$76,294	$78,503
17	$61,637	$65,854	$74,086	$76,294	$78,503
18	$61,637	$65,854	$74,086	$76,294	$78,503
19	$61,637	$65,854	$74,086	$76,294	$78,503
20	$61,637	$65,854	$74,086	$78,302	$80,511
21	$61,637	$65,854	$74,086	$78,302	$80,511
22	$61,637	$65,854	$74,086	$78,302	$80,511
23	$61,637	$65,854	$74,086	$80,310	$82,519
24	$61,637	$65,854	$74,086	$80,310	$82,519
25	$61,637	$65,854	$74,086	$82,318	$84,527

EXHIBIT A

LICENSED SALARY SCHEDULE
OROVADA AND PARADISE VALLEY SCHOOLS
2019-2020

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16 or BA+64G
0	$44,170	$46,378	$48,587	$50,795	$53,004
1	$44,170	$46,378	$48,587	$50,795	$53,004
2	$44,170	$46,378	$48,587	$50,795	$53,004
3	$45,776	$47,984	$50,193	$52,402	$54,610
4	$47,382	$49,591	$51,799	$54,008	$56,217
5	$49,390	$51,599	$53,807	$56,016	$58,225
6	$51,398	$53,606	$55,815	$58,024	$60,232
7	$53,406	$55,614	$57,823	$60,032	$62,240
8	$55,414	$57,622	$59,831	$62,039	$64,248
9	$57,421	$59,630	$61,839	$64,047	$66,256
10	$59,429	$61,638	$63,846	$66,055	$68,264
11	$61,437	$63,646	$65,854	$68,063	$70,272
12	$61,437	$65,654	$67,862	$70,071	$72,279
13	$61,437	$65,654	$69,870	$72,079	$74,287
14	$61,437	$65,654	$71,878	$74,087	$76,295
15	$61,437	$65,654	$73,886	$76,094	$78,303
16	$61,437	$65,654	$73,886	$76,094	$78,303
17	$61,437	$65,654	$73,886	$76,094	$78,303
18	$61,437	$65,654	$73,886	$76,094	$78,303
19	$61,437	$65,654	$73,886	$76,094	$78,303
20	$61,437	$65,654	$73,886	$78,102	$80,311
21	$61,437	$65,654	$73,886	$78,102	$80,311
22	$61,437	$65,654	$73,886	$78,102	$80,311
23	$61,437	$65,654	$73,886	$80,110	$82,319
24	$61,437	$65,654	$73,886	$80,110	$82,319
25	$61,437	$65,654	$73,886	$82,118	$84,327

EXHIBIT A

LICENSED SALARY SCHEDULE
WINNEMUCCA AREA SCHOOLS
2020-2021

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16G or BA+64G
0	$44,237	$46,490	$48,742	$50,995	$53,248
1	$44,237	$46,490	$48,742	$50,995	$53,248
2	$44,237	$46,490	$48,742	$50,995	$53,248
3	$45,875	$48,128	$50,381	$52,634	$54,886
4	$47,514	$49,766	$52,019	$54,272	$56,525
5	$49,562	$51,814	$54,067	$56,320	$58,573
6	$51,610	$53,862	$56,115	$58,368	$60,621
7	$53,658	$55,910	$58,163	$60,416	$62,669
8	$55,706	$57,958	$60,211	$62,464	$64,717
9	$57,754	$60,006	$62,259	$64,512	$66,765
10	$59,802	$62,054	$64,307	$66,560	$68,813
11	$61,850	$64,102	$66,355	$68,608	$70,861
12	$61,850	$66,150	$68,403	$70,656	$72,909
13	$61,850	$66,150	$70,451	$72,704	$74,957
14	$61,850	$66,150	$72,499	$74,752	$77,005
15	$61,850	$66,150	$74,547	$76,800	$79,053
16	$61,850	$66,150	$74,547	$76,800	$79,053
17	$61,850	$66,150	$74,547	$76,800	$79,053
18	$61,850	$66,150	$74,547	$76,800	$79,053
19	$61,850	$66,150	$74,547	$76,800	$79,053
20	$61,850	$66,150	$74,547	$78,848	$81,101
21	$61,850	$66,150	$74,547	$78,848	$81,101
22	$61,850	$66,150	$74,547	$78,848	$81,101
23	$61,850	$66,150	$74,547	$80,896	$83,149
24	$61,850	$66,150	$74,547	$80,896	$83,149
25	$61,850	$66,150	$74,547	$82,944	$85,197

EXHIBIT A

LICENSED SALARY SCHEDULE
DENIO ELEMENTARY SCHOOL
2020-2021

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16 or BA+64G
0	$45,487	$47,740	$49,992	$52,245	$54,498
1	$45,487	$47,740	$49,992	$52,245	$54,498
2	$45,487	$47,740	$49,992	$52,245	$54,498
3	$47,125	$49,378	$51,631	$53,884	$56,136
4	$48,764	$51,016	$53,269	$55,522	$57,775
5	$50,812	$53,064	$55,317	$57,570	$59,823
6	$52,860	$55,112	$57,365	$59,618	$61,871
7	$54,908	$57,160	$59,413	$61,666	$63,919
8	$56,956	$59,208	$61,461	$63,714	$65,967
9	$59,004	$61,256	$63,509	$65,762	$68,015
10	$61,052	$63,304	$65,557	$67,810	$70,063
11	$63,100	$65,352	$67,605	$69,858	$72,111
12	$63,100	$67,400	$69,653	$71,906	$74,159
13	$63,100	$67,400	$71,701	$73,954	$76,207
14	$63,100	$67,400	$73,749	$76,002	$78,255
15	$63,100	$67,400	$75,797	$78,050	$80,303
16	$63,100	$67,400	$75,797	$78,050	$80,303
17	$63,100	$67,400	$75,797	$78,050	$80,303
18	$63,100	$67,400	$75,797	$78,050	$80,303
19	$63,100	$67,400	$75,797	$78,050	$80,303
20	$63,100	$67,400	$75,797	$80,098	$82,351
21	$63,100	$67,400	$75,797	$80,098	$82,351
22	$63,100	$67,400	$75,797	$80,098	$82,351
23	$63,100	$67,400	$75,797	$82,146	$84,399
24	$63,100	$67,400	$75,797	$82,146	$84,399
25	$63,100	$67,400	$75,797	$84,194	$86,447

EXHIBIT A

LICENSED SALARY SCHEDULE
KINGS RIVER AND MCDERMITT SCHOOLS
2020-2021

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16 or BA+64G
0	$45,237	$47,490	$49,742	$51,995	$54,248
1	$45,237	$47,490	$49,742	$51,995	$54,248
2	$45,237	$47,490	$49,742	$51,995	$54,248
3	$46,875	$49,128	$51,381	$53,634	$55,886
4	$48,514	$50,766	$53,019	$55,272	$57,525
5	$50,562	$52,814	$55,067	$57,320	$59,573
6	$52,610	$54,862	$57,115	$59,368	$61,621
7	$54,658	$56,910	$59,163	$61,416	$63,669
8	$56,706	$58,958	$61,211	$63,464	$65,717
9	$58,754	$61,006	$63,259	$65,512	$67,765
10	$60,802	$63,054	$65,307	$67,560	$69,813
11	$62,850	$65,102	$67,355	$69,608	$71,861
12	$62,850	$67,150	$69,403	$71,656	$73,909
13	$62,850	$67,150	$71,451	$73,704	$75,957
14	$62,850	$67,150	$73,499	$75,752	$78,005
15	$62,850	$67,150	$75,547	$77,800	$80,053
16	$62,850	$67,150	$75,547	$77,800	$80,053
17	$62,850	$67,150	$75,547	$77,800	$80,053
18	$62,850	$67,150	$75,547	$77,800	$80,053
19	$62,850	$67,150	$75,547	$77,800	$80,053
20	$62,850	$67,150	$75,547	$79,848	$82,101
21	$62,850	$67,150	$75,547	$79,848	$82,101
22	$62,850	$67,150	$75,547	$79,848	$82,101
23	$62,850	$67,150	$75,547	$81,896	$84,149
24	$62,850	$67,150	$75,547	$81,896	$84,149
25	$62,850	$67,150	$75,547	$83,944	$86,197

EXIBIT A

LICENSED SALARY SCHEDULE
OROVADA AND PARADISE VALLEY SCHOOLS
2020-2021

Years	I	II BA+24 or 16G	III BA+48 or 32G	IV MA or BA+48G	V MA+16 or BA+64G
0	$45,037	$47,290	$49,542	$51,795	$54,048
1	$45,037	$47,290	$49,542	$51,795	$54,048
2	$45,037	$47,290	$49,542	$51,795	$54,048
3	$46,675	$48,928	$51,181	$53,434	$55,686
4	$48,314	$50,566	$52,819	$55,072	$57,325
5	$50,362	$52,614	$54,867	$57,120	$59,373
6	$52,410	$54,662	$56,915	$59,168	$61,421
7	$54,458	$56,710	$58,963	$61,216	$63,469
8	$56,506	$58,758	$61,011	$63,264	$65,517
9	$58,554	$60,806	$63,059	$65,312	$67,565
10	$60,602	$62,854	$65,107	$67,360	$69,613
11	$62,650	$64,902	$67,155	$69,408	$71,661
12	$62,650	$66,950	$69,203	$71,456	$73,709
13	$62,650	$66,950	$71,251	$73,504	$75,757
14	$62,650	$66,950	$73,299	$75,552	$77,805
15	$62,650	$66,950	$75,347	$77,600	$79,853
16	$62,650	$66,950	$75,347	$77,600	$79,853
17	$62,650	$66,950	$75,347	$77,600	$79,853
18	$62,650	$66,950	$75,347	$77,600	$79,853
19	$62,650	$66,950	$75,347	$77,600	$79,853
20	$62,650	$66,950	$75,347	$79,648	$81,901
21	$62,650	$66,950	$75,347	$79,648	$81,901
22	$62,650	$66,950	$75,347	$79,648	$81,901
23	$62,650	$66,950	$75,347	$81,696	$83,949
24	$62,650	$66,950	$75,347	$81,696	$83,949
25	$62,650	$66,950	$75,347	$83,744	$85,997

EXHIBIT B

EXTRA DUTY SCHEDULE

Stipend for coaches and class/club advisors shall be based upon a percentage of column one (1) of the teacher's salary schedule per the following:

1. Coaches, club and class advisors shall be granted credit for each consecutive year of experience supervising in a Humboldt County school. Site administrators may limit the number of requested Extra Duty assignments based on the needs of the teachers' assigned school. Experience reverts to 0 after three (3) years of separation as a coach/advisor. Experience and salary shall be awarded in accordance with the following table:

Years of Experience	Salary Schedule Step
0 to 3 years	0
4 to 6 years	5
7 to 10 years	9
11 plus years	11

2. For those activities to which one (1) advisor/sponsor is assigned (clubs, classes, cheerleading, drill, flag, et.al), when the site administrator deems it necessary to assign a second advisor, that position shall receive a stipend equal to one-half the regular stipend for that activity in accordance with the formula listed above and the table below. Additional positions will be added based upon the need and mutually agreed by the site and District administration.

3. When an extra duty position becomes open, the position will be posted for a minimum of five (5) days in all community school sites. Should no qualified, licensed staff be selected, the position would then be opened to the community at large.

4. All extra duty personnel will be provided with an annual contract for services. Should site administration determine to terminate the relationship under Exhibit B, staff will be afforded the right to engage in discussion with the site administration, with association representation as requested, to discuss the reason(s) for the separation. Personnel will not be terminated without specific reason(s). (10/15)

5. Volunteer Coaches – The number of volunteer coaches assisting individual sports will be at the determination of the site administrator and coach. Volunteer coaches that elect to attend athletic events with the team will be required to use personal days and are not subject to district professional/coaching leave. (9/17)

Notes:

1. The number of assistant coaches will be determined by the Board.
2. In the event one coach handles two teams during the same season and practices are at separate times, then that person would receive both stipends.

ACTIVITY AND SALARY ASSIGNMENT

High School				Junior High School
Basketball	-	Head	10%	5%
	-	Assistant	7%	-
Football	-	Head	10%	-
	-	Assistant	7%	-
Wrestling	-	Head	10%	5%
	-	Assistant	7%	-
Volleyball	-	Head	10%	5%
	-	Assistant	7%	-
Soccer	-	Head	10%	-
	-	Assistant	7%	-
Baseball/Softball	-	Head	10%	-
	-	Assistant	7%	-
Track	-	Head	10%	5%
	-	Assistant	7%	-
Cross Country	-	Head	10%	-
	-	Assistant	7%	-
Golf	-	Head	10%	-
Cheer Advisor		Head	10% each season	5%
		Assistant (JV)	7% each season	
Dance Team Advisor		Head	10% each season	5%
		Assistant (JV)	7% each season	
Swimming			10%	
** Class Advisors		Freshman	3%	-
		Sophomore	3%	-
		Junior- (2 positions at Lowry only)	-5%	-
		Senior- (2 positions at Lowry only)	-5%	
Club Advisors		Yearbook	8%	3%
		Student Council (2 positions at Lowry Only)	4%	3%
		Honor Society	4%	3%
		Academic Challenge	3%	3% (Olympic/Mind)
		Intramural (coed)	-	3%
		All other approved clubs	3%	2%
Drama		4 play maximum	5%	-
Debate/Forensics		4 meet maximum	.75% per meet	-
Band Director			10%	

Other:

Rural School Head Teacher - 1.25% (schools with 3 or more teachers)

EXHIBIT C

SICK LEAVE BANK PROCEDURE

1. PURPOSE

1.1 The Sick Leave Bank is provided to help personnel who, unable to perform the duties of their position due to personal long-term illness or disabilities, have exhausted all available leave. Also covered is long-term illness or disability in the employee's immediate family.

1.2 The Sick Leave Bank is not a maternity leave bank, a repository for those who have expended their sick leave for no valid reason, blanket coverage for other than an employee's family, for personal business or for elective surgery.

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 October 1st.

2.1.2 Sick Leave Bank Participation/Authorization forms are available through the Central Office and/or the district website.

2.1.3 Only active Sick Leave Bank members are eligible for assistance from the Sick Leave Bank.

2.2 Employees participating shall donate and have deducted from their accumulated sick leave not more than the equivalent of one (1) day at any time. Upon voluntary enrollment in the Sick Leave Bank, an initial one (1) day of sick leave will be deducted.

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, during the open enrollment period.

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. If an employee has no days available to donate at the time of assessment, the assessment will be applied upon accrual of the subsequent school year sick leave allocation.

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 active Sick Leave Bank members are eligible to receive assistance from the Sick Leave Bank.

3.2 Employees must exhaust all available 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 and/or the District website.

3.4 All requests for donated days must be submitted no later than seven (7) working days prior to the anticipated date of leave. This requirement will be waived in emergency situations.

3.5 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.

3.6 Any sick leave that an employee receives from the Sick Leave Bank which is not used at the time the illness or the disability ceased to exist shall be returned to the Sick Leave Bank, and will not count against the maximum number of days that can be requested from the Sick Leave Bank during the term of employment.

3.7 The Sick Leave Bank Committee shall consist of nine (9) members appointed to the committee. Representation shall be equal between Classified, Certified and Administration. Membership will be appointed annually for Classified and Certified by their respective association president, with Administrative representation appointed by the Superintendent (all of which must be members of the Bank).

3.7.1 The Sick Leave Bank Committee shall review the employee's Sick Leave Bank Application and sick leave account usage.

3.7.2 For recommendation to be rendered on an application, a minimum of six members of the Sick Leave Bank Committee must be in attendance. Recommendations will be determined by majority vote of the committee. A written decision will be provided to the applicant.

3.7.3 If the Committee recommends denying an application, the affected employee will be notified of the recommendation and the reasons why. If the employee disagrees with the recommendation, the employee can request an appeal through the Board of Trustees in writing within 10 days of notification of the decision. In case of appeal, the recommendations of the Committee will be forwarded to the Board of Trustees and the determination of the Board of Trustees is final.

3.7.4 The maximum cumulative number of days which any one person can be granted during his/her period of employment with HCSD is sixty (60) days.

3.7.5 In extreme circumstances the Sick Leave Bank Committee can consider additional days beyond the sixty (60) day limit may be awarded to the individual.

3.7.6 An employee who has received a donation from the Sick Leave Bank will be required to continue participation throughout employment.

3.7.7 If an employee is determined to have abused a donation authorized through the Sick Leave Bank, the employee will be required to reimburse the days allocated from the Bank and will be subject to disciplinary action as outlined in the Negotiated Agreement.

4. DEFINITIONS

4.1 *"Year"* is the school year – July 1st through June 30th.

4.2 *"Disability"* is a physical or mental condition for which treatment prevents the employee from working.*

4.3 *"Illness"* is a diagnosed medical problem which results in the employee being unable to work.*

4.4 *"Family"* is the immediate family as described in the negotiated agreement.

4.5 "Elective" shall be defined as any procedure that is subject to choice. An elective surgery is a planned, non-emergency surgical procedure. It may be either medically required (e.g., cataract surgery), or optional (e.g., augmentation or implant) surgery.

4.6 "Extreme Circumstance" shall be defined as circumstance beyond the employment control and have the potential of death.

** Either disability or illness may include ongoing treatments.*

5. REVIEW

The committee will meet on an annual basis, to review the plan. Recommended changes will be presented as part of regularly scheduled negotiations.