PROFESSIONAL NEGOTIATED AGREEMENT
BETWEEN
LYON COUNTY SCHOOL DISTRICT
AND
LYON COUNTY EDUCATION ASSOCIATION

2021 - 2022
2022 - 2023

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PREAMBLE

The Board of School Trustees of Lyon County School District supports the cooperative development of a professional negotiations agreement with the Lyon County Education Association. It is our sincere belief that such an agreement is in the best interests of our students in as much as the kinds of things that will be mutually considered and subsequently agreed upon will improve the educational environment of our professional staff members and thus increase the effective and efficient operation of our schools. This, in turn, will be of great benefit to the students to move us closer to our stated goal of providing a quality educational program for the children of the Lyon County School District.

We believe that this mutually developed agreement must fall within the framework of all constitution, statutory and legal provisions of the State of Nevada and, therefore, designate this effort as a Professional Negotiations Agreement.

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere, which is free from academic censorship and restraints upon free inquiry and learning within the framework of morals and public taste.

This agreement is adopted by and between the Lyon County School District in the City of Yerington, County of Lyon and State of Nevada and the Lyon County Education Association.

WHEREAS, the Lyon County Boards of School Trustees in the City of Yerington, County of Lyon, State of Nevada and the Lyon County Education Association, the parties of this Agreement, recognize and declare that providing quality education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality of the morals of the teaching staff, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, members of the teaching staff in the District have the right to join or not to join any organization for their professional or economic improvement.

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

WHEREAS, except as specifically modified by this Agreement, the School Board retains, without limitations, all powers, rights and authority vested in it by N.R.S. rules and regulations, including but not limited to:

1) Direct its employees;
2) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee;
3) Relieve any employee from duty;

4) Maintain the efficiency of its operations;
5) Determine the methods, means and personnel by which its operations are to be conducted;
6) Take whatever actions may be necessary to carry out its responsibilities in an emergency.

NOW, THEREFORE, IT IS AGREED.

ARTICLE I
DEFINITIONS

1-1-1 The term "NRS 288", as used in this Agreement, shall refer to Chapter 288 of the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature also known as the Local Government Employee-Management Relations Act.

1-1-2 The term "Teachers", as used in this Agreement, shall refer to all contracted non-administrative licensed personnel eligible for membership in the Lyon County Education Association.

1-1-3 The term "School Trustees" or "School Board", as used in this Agreement, shall mean the Board of School Trustees of the Lyon County School District and is the entity known as Local Government Employer in NRS 288.060.

1-1-4 The term "Board", as used in this Agreement means the Local Government Employee – Management Relations Board as provided in NRS 288.030.

1-1-5 The term "Association", as used in this Agreement, shall mean the Lyon County Education Association and its entity known as the Employee Organization in NRS 288.040.

1-1-6 The term "School District", as used in this Agreement, shall mean the Lyon County School District.

1-1-7 The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Lyon County School District.

1-1-8 The terms "School Trustee", "Government Employee-Management Relations Board" and "Association", as used in this Agreement, shall include authorized officers, representatives and agents. Despite reference herein to "School trustees", "Government Employee-Management Relations Board", and "Association", as such, each reserves the right to act hereunder by committee or designated representatives.

1-1-9 The term “School Year”, as used in this Agreement, shall be defined in NRS 388.080.

1-1-10 The term “Agreement”, as used in this Agreement, refers to the name of this document being the Professional Negotiation Agreement between the Lyon County School District and the Lyon County Education Association.

1-1-11 The term “Grievance”, as used in this Agreement, shall mean a complaint by a licensed staff member of the Association, excluding administrative personnel, that there has been a violation of this agreement.

1-1-12 The term “Aggrieved Person or Party” as used in this Agreement, is a teacher and/or the Association who is asserting a grievance.

1-1-13 The term “Day”, as used in this Agreement, shall mean each day or portion of a day that the School District’s Superintendent’s Office is open for business.

1-1-14 The term “Immediate Family”, as used in this Agreement, shall mean the employee’s children, spouse, parents, siblings, grandparents, grandchildren, any person similarly related by marriage, foster parents, and any person living in the immediate household of the employee. For the purpose of bereavement leave only, the term “immediate family” will include a significant other person in the employee’s life.

1-1-15 The term “Discipline”, as used in this Agreement, shall mean the process by which violation of District or school policy/regulations or professional behavior is addressed.

1-1-16 The term “Evaluation”, as used in this Agreement, shall mean the process by which a teacher’s over-all performance may be determined to be Highly Effective, Effective, Developing or Ineffective.

1-1-17 The term “Assignment”, as used in this Agreement, shall mean the placement of a teacher in a position for which they are licensed or for which an exception has been granted.

1-1-18 The term “Transfer”, as used in this Agreement, shall mean the movement from one work site to a different work site and may be voluntary or involuntary.

1-1-19 The term “Re-assignment”, as used in this Agreement, shall mean the movement of a teacher at a work site from one assignment to another assignment which may be voluntary or involuntary and, for exceptional circumstances, could be outside the teacher’s license.

1-1-20 The term “Plan of Assistance”, as used in this Agreement, shall mean a plan implemented by the district to assist an employee in his/her efforts to make necessary improvements and/or corrections in job performance.

ARTICLE II
GENERAL

2-1-1 The School Board shall not discriminate against any teacher on the basis of race, creed, color, national origin, gender, marital status, disability or membership in any teacher organization.

2-1-2 The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, marital status, or disability and to represent all teachers without regard to membership in any teacher organization.

2-1-2 This Agreement constitutes School Board Policy for the term of said Agreement and the School Board and the Association will carry out the commitments contained herein and give them full force and effect.

2-1-3 No change, rescission, alteration or modification of this Agreement in whole or part shall be valid unless the same is ratified by both the School Board and the Association and endorsed in writing hereon.

2-1-4 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States of America. The parties agree that in the event any provision of this Agreement is held by a Court of Competent Jurisdiction to be in contravention of any such laws, they will enter into negotiation at a time mutually agreeable to all parties. The remainder of the Agreement shall remain in full force and effect.

ARTICLE III
LYON COUNTY EDUCATION ASSOCIATION

.1 RECOGNITION

3-1-1 The School Board recognizes the Association as the exclusive and sole negotiating representative of all members of the licensed staff of the School District except the following:

Superintendent
Associate and/or Assistant Superintendents
Administrative Assistants to the Superintendent
Directors
Principals and Assistant Principals

3-1-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association in representing all licensed staff and not for the use of any other party or organization.

3-1-3 No Strike/Work Stoppages – the Lyon County Education Association reaffirms their pledge that there will be no strikes, stoppages of work or slowdowns against the Local government employer, the Lyon County Board of School Trustees.

.2 BOARD LIASON

3-2-1 In order to provide for discussion and periodic exchange of views between the School Board and the Association, one (1) Association member shall be present at all school board meetings that are open to the public.

3-2-2 In the event that school board meetings are being conducted during school hours, the Association representative to the School Board may be released from his regular duties without loss of pay but with the Association paying the cost of the substitute.

3-2-3 One additional member of the Association representing a particular geographical area of the County may be invited by the School Board.

.3 DUES

3-3-1 The District agrees to deduct dues from the salaries of the employees covered by this agreement for the Lyon County Education Association, Nevada State Education Association and the National Education Association. These monies shall be transmitted to the Nevada State Education Association.

3-3-2 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 change.

3-3-3 Deductions referred to in Section 3-3-2 above will be made in equal installments 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 first month prior to the distribution of the payroll from which the deductions are made.

3-3-4 No later than October 15 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues to the organizations named in section 3-3-1 above. Copies of the executed dues authorization for all employees shall be submitted to the School District. The Association will notify the District monthly of any changes in said list. Any teacher desiring to have the School District discontinue

deductions previously authorized must notify the Association in writing between July 1 and July 15 of each year for the upcoming school year's dues and the Association will notify the District in writing promptly to discontinue the employee's deductions effective August 1.

3-3-5 If an employee leaves the district prior to completing his/her contract, the remaining dues of the Association in 3-3-1 above, will be paid through July 31 of that year.

3-3-6 It is recognized that the School District, in agreeing to deduct dues, is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees it may incur in relation to any deduction made at the direction of the Association and contrary to the instructions received from the individual teacher. The parties agree that if there are not sufficient funds due to garnishment that the District is not liable for failure to collect such dues as long as the funds are not available.

.4 ASSOCIATION BUSINESS

3-4-1 Association Business shall not be conducted during the regular workday, excluding the duty free lunchtime, except when deemed necessary and agreed upon by the school's administration and the Association.

3-4-2 The association shall be charged the substitute daily rate of pay for members who have school district approved buyouts.

ARTICLE IV
NEGOTIATIONS

4-1-1 All negotiations shall proceed in accordance with the applicable sections of NRS 288 and with the ground rules established by mutual consent at the initial meeting of the two parties.

4-1-2 Should an impasse occur, it shall be resolved in accordance with applicable sections of NRS 288.

4-1-3 In the event that the Association and the Lyon County School District must memorialize language that temporarily changes the agreement or is in between negotiating cycles, they will collectively create a memorandum of understanding or agreement.

ARTICLE V
PROFESSIONALISM

.1 PROFESSIONAL RESPONSIBILITIES

5-1-1 The District and the Association recognize the following tenants, though not all inclusive, as essential elements of professional responsibility of the teachers to the students, parents, staff and communities in Lyon County School District:

1. Adhere to the Code of Ethics of the National Education Association.
2. Comply with District policies, regulations and guidelines.
3. Work in a positive, cooperative and collaborative manner within the educational community.
4. Treat other District employees, students and parents with respect and maintain the highest level of professional interaction.
5. Keep confidence and respect the confidence of others by neither soliciting nor revealing confidential information inappropriately about any student or staff member.
6. Notify and apprise the school administration directly or through the Faculty Advisory Committee, as appropriate of potential problems and concerns as they arise.
7. Cooperate with the administration in addressing issues and resolving problems.
8. Address parental concerns in a forthright and constructive manner.
9. Implement and follow district-adopted curriculum incorporating enrichment activities.
10. Demonstrate an on-going commitment to improving instruction and increasing student learning/achievement and seek out opportunities to grow professionally.
11. Understand how students differ in their approaches to learning and create instructional opportunities adapted to diverse learners.
12. Provide feedback to students and parents regarding student behavior and progress in learning in accordance with District policies and school standards.

5-1-2 Teachers will dress in an appropriate manner for the educational setting. Hairstyles on teachers will be clean, neat and compatible with community standards. Clothing in disrepair, tee shirts, and athletic practice sweats, are inappropriate classroom wear. Clothing, in general, must be appropriate for school activities of the day.

.2 PROFESSIONAL QUALIFICATIONS

5-2-1 We, the Lyon County Education Association do firmly believe in the upgrading of our profession. Therefore, the Lyon County School Board and the Lyon County Administration agree not to employ any non-degree person in a licensed position unless exceptional circumstances should prevail.

5-2-2 Licensure is the responsibility of the teacher.

5-2-3 Teachers are expected to comply with rules, regulations and directions adopted by the School Board or its representatives which are not inconsistent with the provisions of this Agreement provided that a teacher may refuse to carry out an order which threatens physical safety or well-being.

.3 POLITICAL ACTIVITY

5-3-1 All employees of the Lyon County School District shall have entire liberty of political action when not engaged actively in their employment provided such action is within the laws of the United States of America and the State of Nevada.

5-3-2 A teacher planning to run for public office must notify the Board of Trustees prior to the date of filing for that office. A teacher may be reassigned if the District determines absence of the teacher from his/her current assignment due to public office commitments would be detrimental to an educational program.

5-3-3 In the event that a teacher is elected to a public office, the School Board agrees to grant that teacher a leave of absence for that period of time that the duties of that office require. The leave of absence will be without pay and shall not exceed one year of continuous time off.

5-3-4 The teacher elected to office is obliged to cooperate in the smooth transition of his/her replacement prior to assumption of office.

5-3-5 It shall be a breach of contract if the teacher fails to follow or confirm to the provisions of 5-3-2 to 5-3-4 inclusive.

ARTICLE VI
TEACHER WORK SCHEDULE

.1 TEACHING HOURS AND TEACHING LOADS

6-1-1 The teacher's work year shall consist of 185 days for second and third year probationary teachers and post-probationary teachers and 187 days for newly hired and/or first year probationary teachers.

All full-time licensed personnel shall be required to work seven and one-half (7 ½) hours per day.

Unless excused by the administrator, as part of their professional responsibilities, teachers shall attend no more than two required parent/teacher conferences, one site open house, and/or one

graduation/promotion each year. When a school function is scheduled outside of the regular work day or contract year, there shall be compensation in time within that same school year. Personal and Association business shall not be conducted during instructional time. The building administration working with a committee of teachers, selected by the teachers and agreed to by the Principal, which is representative of the grade levels in the school will make reasonable efforts to reduce non-instructional duty time for teachers and to equalize non-instructional duties of the teachers.

In order that certified employees may begin planning and preparation for the coming school year, certified employees other than newly employed or newly transferred employees, shall be notified by the principal or supervisor by posting not later than the last day of the school year, a schedule for the coming school year, tentative certified employee program assignments, the schools to which they will be assigned, the grades and/or subjects that they will teach, the number of the classroom in which they will teach, any special or unusual classes that they will have and the site specific daily work schedule.

Individual Education Plan (IEP), Student Study Teams (SST), and Section 504 Plan meetings shall be held within the seven and one-half (7.5) hour workday, when possible. All mandatory attendees in attendance will remain for the entirety of the meetings. If an IEP, SST, or 504 meeting is held outside contract hours and extends more than 30 minutes beyond the contract day, all teacher attendees will be compensated $15.00 per hour for the full amount of time beyond the contract day.

Excluding voluntary work, pre-approved work beyond the contract day will be compensated according to the Supplementary Pay Schedule for Unclassified Positions.

6-1-2 Site administrators will do their best to find substitute teachers to fill absences. In the event a school is short substitute teachers, each site will identify the best possible solution for students' benefit, to minimize disruption to the school day, and consider teachers' needs. Each site-specific plan will be presented to the certified employees prior to the first day of student attendance. In the event a certified employee needs to be used to help cover a substitute teacher shortage, the administrator (or designee) will develop a fair and equitable protocol of selecting certified employees to be used to cover substitute teacher shortages, particularly so the same employees are not frequently chosen. The administrator must always request whether the certified employee is willing to adjust their assignment for the day. If there are no other options, the administrator will explain the situation to the certified employee, administer the revised assignment, and the certified employee must be compensated accordingly.

If the class is split up among additional classes, the highest daily substitute teacher rate of pay will be divided evenly between those certified employees who are taking additional students. If another employee who has a substitute teacher license is able to cover the class and that coverage results in a loss of prep time to any certified employee, the certified employee will be compensated.

If a certified employee, or certified specialist, (i.e.: ELL, SPED, electives, etc.) is used to cover a class, they are to be compensated at the rate of $26.00 per hour for the number of hours of student contact time that they covered up to the highest daily substitute teacher rate of pay.

If a certified teaching team must be broken up to cover a class, both team members will be compensated at a half day's substitute highest rate of pay. Determination of which teacher leaves the classroom will be made by the teaching team. With administrator approval, a certified teaching team member may refuse a substitute when their team teacher is absent but will not be compensated.

Teachers working together to help cover each other's classes for a short period of time will not be compensated.

6-1-3 When a particular teacher or group of teachers receives administrative approval for a curriculum project, which requires special planning, adequate release time from classroom duties may be provided.

6-1-4 When a particular teacher or group of teachers receives administrative approval for a curriculum project to be carried out during the summer months, the teacher or group of teachers shall receive an agreed upon salary.

6-1-5 The District shall provide a duty-free lunch of not less than thirty (30) consecutive minutes, which begins at the end of student supervision, within the 7 ½ hour school day, however deviations may be made with the consent of the teacher. The thirty (30) minute lunch period may be modified on days when the school's normal schedule is altered.

6-1-6 Except for emergency situations, as determined by the administration, at least three work days prior notice shall be given to employees for meetings and training sessions where their presence is required. Should a teacher not be present for a meeting or training session, it shall be the teacher's professional responsibility to review and implement any and all information as all other staff members. It shall be the responsibility of the site administrator to provide the teacher with all pertinent materials.

.2 EXTRA CURRICULAR

6-2-1 Realizing that Class Advisors in Article XXII are activities which are a valid extension of a teacher's obligations, the following will be in effect:

1. Teachers assigned as Class Advisors will be expected to carry out their responsibilities in full.
2. Student extra-curricular activities will be posted at least two weeks in advance, except when prevented by circumstances beyond the control of the administration, and the licensed personnel involved will be so notified of their duties in the particular activities.

.3 PREPARATION TIME

6-3-1 The School District recognizes that preparation time during the teacher's workday is an essential part of effective education. The District shall provide teachers with a minimum preparation time of 300 minutes per week, averaged over a two-week period. This preparation time must be continuous for a minimum of 30 minutes and duty free. Preparation time shall be defined as time for preparation of lessons and correction of papers, planning instruction and coordinating with colleagues, contacting and conferencing with parents and administration, and for self-directed time.-Two (2) of the early release/late start collaboration times per month will be reserved for unstructured, non-agendized preparation time. The other two (2) early release/late start collaboration times per month will be reserved for professional development and will not be considered preparation time, nor will any other professional development during the regular workday or contract time. Every effort will be made to maintain preparation time during testing periods and/or alternative schedules.

.4 SCHOOL CALENDAR

6-4-1 On or before November 1 of each year, the Association may present a school calendar two years in advance of the current year . The Association may submit this calendar to the District for its consideration.

6-4-2 In every calendar presented to the School Board, a full teacher workday without student contact at the end of the first semester will be a major consideration.

.5 ALTERNATIVE SCHOOL SCHEDULE

6-5-1 In the event a Lyon County school implements an alternative school schedule that falls outside the 7.5 hour day/ five work days per week, the District shall meet with the Association by the 9th week of the semester prior to the beginning of the implementation year to negotiate, pursuant to NRS 288, and related Articles of this Agreement.

ARTICLE VII
TEACHER PROTECTION

.1 DISCIPLINE PROCEDURES

7-1-1 Corrective and disciplinary action, when necessary, shall be designed to provide a fair and structured way for employees to improve and/or correct their job performance and/or behaviors, which do not meet the standards or demands of their positions. This shall provide a fair and equitable treatment for all employees. The District shall give employees an opportunity to improve and/or correct their job performances and/or behaviors which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected. Should disciplinary action be deemed necessary, it is the expectation that the standard rules of progressive discipline shall apply.

7-1-2 No teacher shall be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred or dismissed without just cause. Any such action as outlined above without just cause asserted by the District or representative thereof shall be subject to the Professional Grievance Procedure as set forth in Article VIII. All information forming the basis for such disciplinary action will be made available to the teacher and the Association.
This provision does not apply to a probationary teacher per NRS 391.655.

7-1-3 Before the District proceeds with a suspension of a teacher, except when an immediate suspension is necessary where the Superintendent believes that cause exists for the dismissal of the teacher and it is necessary in the best interest of students in the District, the teacher shall be notified of the proposed suspension and have a period of ten school days after the receipt of the notice within which to file a grievance under the Professional Grievance Procedure, Article VI of the Negotiation Agreement, to challenge whether the District has just cause to impose the suspension. If no such grievance is filed, the District shall immediately impose the suspension. This method of challenging any proposed suspension shall be in lieu of any other challenge, including but not limited to any challenge under NRS 391.314 or NRS 391.317.

7-1-4 A licensed employee is entitled to representation when meeting with administration on job related matters. Representation for the employee and the District shall be purposeful to the resolution of issues.

7-1-5 The district shall not discriminate against any licensed employee pursuant to NRS 288.270 paragraph f.

7-1-6 By November 1 of each year, the Association will provide the District a list of trained representatives in each area from which employees may select. The District will then disseminate the list to all work sites within two (2) working days of receipt.

.2 EVALUATION

7-2-1 Evaluation of licensed personnel is the responsibility of the District and will be conducted in accordance with state statutes. The District shall consult and collaborate with the Association prior to implementation of a new evaluation instrument. No teacher shall evaluate another teacher.

Each administrator who contributes to the evaluation of an employee shall sign the employee's evaluation. Employees who receive an ineffective or developing evaluation may request that a different administrator(s) perform subsequent evaluations as outlined in NRS.

7-2-2 When the District deems it necessary, a "Plan of Assistance" for a certified employee may be implemented as needed to address performance issues, to support the employee's improvement and address areas of concern. Observations and Evaluations shall be compliant with applicable NRS.

An effective or highly effective evaluation that has met the statutory purpose of providing a format for constructive assistance to correct any deficiencies that have been documented in observations is not subject to grievance procedures, however is subject to 7-1-2. Any deficiencies or areas of concern must be brought to the attention to the teacher in a post-observation conference.

7-2-3 The Lyon County School District recognizes the right of teachers to respond in writing on the evaluation sheet to any adverse criticism of his or her performance. Any employee exercising this right is guaranteed a review of his or her evaluation by the Superintendent or his designee if requested in writing.

7-2-4 The Association and the District agree to adhere to NRS 391.3197 in the matter of non-renewal of a probationary teacher's contract. In the event of non-renewal, the probationary teacher shall not have access to the grievance process.

.3 PERSONNEL FILES

7-3-1 The District shall maintain, for official school district purposes, one (1) personnel file for each employee in the District Office and one (1) personnel file in the office of the employee's principal. These files shall be kept under conditions that insure their integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the

employee, written evaluations and other appropriate materials relating to the employee's employment.

7-3-2 An employee shall be given a copy of official material prior to its being placed in the file and shall date and initial or sign the material prior to its placement in the file. Anonymous, unattributed or inappropriate material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in his/her personnel file. The employee shall have thirty (30) days from receipt of the material to submit the written response. This written response shall then be attached to the appropriate file material and placed in the file.

7-3-3 An employee shall have the right to examine his/her official personnel file during the normal business hours of the office where the file is kept and within twelve (12) business hours of confirmed receipt by the Personnel Office of the request to examine the file. The request shall be made by personal contact, phone contact, or email contact. Upon request, an employee may obtain copies of any material in his/her official personnel file. The examination of official personnel file by the employee shall be witnessed by a District designee. The District shall make every reasonable effort to ensure personnel are available on a daily basis to confirm requests.

7-3-4 An employee may indicate in writing to the principal or superintendent those materials, which the employee considers inappropriate to be retained. The material shall be removed from the file if the Superintendent determines adequate justification is shown for their removal.

7-3-5 An admonition, issued to an employee, who within the time granted for improvement has met the standards set for him/her by the Administration who issued the admonition, shall be removed from the records of the employee not later than three (3) years after it is issued.

7-3-6 In a specific personnel action no use may be made of any material, which has not been properly placed in the official personnel file.

7-3-7 Any written evaluation more than three (3) years old and/or from previous employment outside of the Lyon County School District will not be considered valid in a disciplinary or termination case unless the evaluation has a direct relationship to a present disciplinary or termination case.

.4 OTHER

7-4-1 The School trustees will provide liability insurance protection for any teacher who is acting within the limits of his responsibilities.

7-4-2 A teacher may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.

7-4-3 No teacher shall be discharged, dismissed or discriminated against because of any responsible activity with or on the behalf of the Association.

7-4-4 This Agreement shall not be interpreted as providing an all-inclusive statement of the rights and privileges of the teachers and the School Board.

7-4-5 In all instances where there is contact between an administrator and a parent or legal guardian regarding an informal complaint or problem involving a student and a teacher, the teacher must meet, unless other arrangements are made by the Principal, with the administrator and the parent within three (3) working days to cooperatively resolve the problem.

ARTICLE VIII
PROFESSIONAL GRIEVANCE PROCEDURE

8-1-1 A claim by a teacher or the Association that there has been a violation of this Agreement may be processed as a grievance as hereinafter provided.

8-1-2 Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8-1-3 If a grievance exists, the following steps shall be taken to resolve the grievance:

8-1-4 STEP 1 - SCHOOL PRINCIPAL
If a potentially grievable matter cannot be resolved with the site administrator, within ten (10) days of the discovery, a formal grievance in writing, stating the grievable matter and the contract article violated, shall be presented to the aggrieved party's principal, with a copy sent to the Superintendent no later than ten (10) days after the discovery of the original action which gave cause for the grievance.

Within ten (10) days after the receipt of the formal written grievance the Principal shall discuss the grievance with the aggrieved party with the intent of resolving the matter.

The aggrieved party and/or the Principal may choose to have a representative at the discussion.

STEP 2 - SUPERINTENDENT OF SCHOOLS

If the aggrieved party is not satisfied with the disposition of its grievance at STEP 1, within six (6) days the party may file a written grievance with the Superintendent. The Association agrees to review grievances at STEP 2 if requested by either party.

The Superintendent, or other county level administrator, will represent the administration at STEP 2 of the Grievance Procedure. The administration's representative will meet with the aggrieved party, the aggrieved party's principal or the appropriate administrator, or both, in an attempt to resolve the grievance.

The aggrieved party and/or the Superintendent may choose to have a representative present at the meeting. Such meeting will take place within ten (10) days after the receipt of the grievance by the Superintendent. The Superintendent shall, within ten (10) days after this meeting, render his decision to the aggrieved party, the principal, or appropriate administrator and the Association.

STEP 3 - SCHOOL BOARD

If the aggrieved party is not satisfied with the disposition of the grievance in STEP 2 and the Association agrees that the grievance has not been satisfactorily settled then the Association may present the grievance to the Board within six (6) days after the Superintendent answers and the Board, no later than its next regular meeting, will have six (6) days following the meeting to answer the grievance.

STEP 4 - ARBITRATION

Upon being notified of the School Board's decision, the Association may request arbitration within six (6) days. The request for arbitration shall be made by delivering to the Superintendent written notice of the intent to arbitrate.

In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall jointly request the American Arbitration Association to furnish a list of seven (7) arbitrators from which one shall be selected. Such selection shall be accomplished within ten (10) days by the Association and the School District, each striking one (1) name from the list in turn until only one (1) name remains. The Association shall strike first. The arbitrator shall hear all evidence and arguments on the points in dispute and his/her written decision shall be final and binding upon the parties hereto.

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

8-1-5 The expenses of arbitration shall be borne equally by the School District and the Association.

8-1-6 Time is of the essence in the discharge of grievances and all parties hereto shall comply strictly within the time limitations set forth above.

If the grieving party fails to exhaust the grievance under the grievance procedure within the time limits set, or fails to abide by such procedure, the grievance shall be considered abandoned with prejudice in the absence of express waiver in writing, signed by the opposing parties. If either party fails to meet the time limits set throughout this article including the request for arbitration, the opposing party shall have the right to unilaterally initiate the next grievance step as provided herein, in the absence of express waiver in writing signed by said party. A time limit for any step in the grievance process may be altered if both parties agree.

To insure minimal disruption of the educational process, the Association and District shall make every effort to expedite the setting of arbitration dates. It is agreed the timely resolution of any step of the grievance procedure is in the best interests of both parties.

8-1-7 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or the Association.
8-1-8 The limit on discovery shall be one (1) year from the date of the grievable incident.

ARTICLE IX
INSTRUCTIONAL PROGRAMS

.1 PROFESSIONAL TRAINING

9-1-1 Teachers requested by the District to attend overnight workshops, conferences, activities or training classes outside the District shall be compensated for expenses at the District per diem rate, unless other arrangements have been agreed to by both parties. Teachers who request to be allowed to attend above programs may be compensated by the District.

9-1-2 The Association may recommend to the School Board topics for workshops, conferences and programs designed for teachers.

9-1-3 The Association may also recommend to the School Board topics for after school courses, workshops, conferences, trainings, and innovative programs designed to improve the quality of instruction.

9-1-4 To the extent possible, curriculum workshop and district-wide in-service training programs, which require teacher attendance, shall be jointly developed with input from certified employees representing each attendance area, and/or grade level clusters, administrators and the Association.

9-1-5 Every teacher shall be encouraged by the Association and the Administration to participate in curriculum revision committees during the school year. Arrangements for these curriculum revision committee meetings shall be made by the Administration and the teachers. Before any curriculum change or adoption is presented to the School Board, a minimum of five school days will be given to complete a survey that will be administered to those employees impacted. The survey results will be shared with the proposal to the School Board.

9-1-6 A teacher who agrees to accept a new position in an innovative program may be required to attend additional training. When an employee currently in a position or reassigned by the District to a position is required by the District to obtain additional training, the District shall cover all training expenses. Also, the employee shall be paid equal to that in 9-1-1 for training he/she must attend outside of the regular workday. Unless the District gives written prior approval, the employee may not use credits earned through such training for movement on the salary schedule if the District paid any training costs. Such costs would include, but not be limited to, registration fees, travel, sub pay, payment to attend or compensated release time.

9-1-7 The Association and the Administration encourages all teachers to join the professional organization in the subject area in which he/she teaches as a means of enhancing knowledge of the subject and of improving instruction in the subject.

.2 SUPPLIES AND TEXTBOOKS

9-2-1 The School Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, consumable materials (e.g. FOSS Modules, essential workbooks), art supplies, music supplies, athletic equipment and similar materials are tools of the teaching profession. The parties will confer during the annual budgetary process for the purpose of improving the selection and use of such educational tools. The principals will inform the teacher or department of the disposition of their requests.

9-2-2 The School Board agrees to provide sufficient textbooks and/or licenses for electronic textbooks (e-texts) to insure each student will have a copy of the adopted text/e-text for classroom use and that sufficient texts will also be available for checkout.

9-2-3 The Association reserves the right to file objections about recommended textbook changes to the Administration. Such objections can only be filed upon the written request of any teacher affected by the change.

9-2-4 A new selection of textbooks will be recognized as a need and put on a purchase program rotation.

9-2-5 Teacher work stations (i.e. laptop or desktop computer) and student labs (stationary or mobile) will remain operable, meaning fully functional for their intended purpose. Inoperable equipment will be repaired or replaced in a timely manner and as deemed necessary by the IT department.

9-2-6 When electronic curriculum adoption occurs, the District will support the implementation of that curriculum with the purchase of suitable hard copy materials aligned to the adopted curriculum as deemed necessary by the adoption committee.

.3 EXPERIMENTATION AND INNOVATION

9-3-1 The School Board and the Association recognize the need for experimentation and innovation in educational programs. New techniques in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students assigned to a given class. Teachers and the Administration may cooperate in the mutual development and implementation of such innovative programs.

ARTICLE X
POSITIONS

.1 VACANCIES

10-1-1 A vacancy is any position previously held by a licensed employee or newly created by the Board of Trustees. All vacancies shall be posted on the District's website for at least five (5) working days before the final date for submitting applications. During the school year, the District shall make a reasonable attempt through District e-mail to notify all licensed staff of any vacancies.

NOTE: All positions will first be opened to current licensed employees for a period of five (5) working days prior to the position being posted to applicants outside the school district as outlined in 10-3-1.

10-1-2 No vacancy shall be filled until the vacancy has been posted for a period of five (5) working days, with the exception that the Association realizes that during the summer months of June, July, August, and September, sudden vacancies may be filled from comparable postings and/or interviews. The interview process shall include screening of applicants and interviews of qualified candidates with due consideration given to current employees and employees who may be on a one year contract.

.2 REASSIGNMENT AT EACH SCHOOL/WORK SITE

10-2-1 Reassignment shall always be considered in providing the best possible education for students and shall not be punitive in nature. Reassignment at each school site shall be the

responsibility of the site administrator based on the needs of the school and students. In grades PreK – 6, should the reassignment be more than two (2) grade levels, the following criteria will be utilized when determining reassignment:

- Compatibility of the employee with respect to students, program, staff, and administration
- Experience in the subject/grade level

If the reassignment is involuntary and requires the employee to move classrooms or offices outside of the regular contract day, they will be paid an amount of $300.00 within the next two pay periods.

Any teacher interested in a change in grade level, subject, or assignment at his/her current school work site must submit a request via email to the site principal by May 1st for the following school year.

.3 VOLUNTARY DISTRICT TRANSFER

10-3-1 All vacancies will first be opened to current licensed employees for a period of five (5) working days prior to the vacancy being posted to applicants outside the school district. Licensed employees will be notified of these vacancies via district e-mail. The employee must complete the abbreviated application on the district website for every vacancy to which they wish to transfer and will be guaranteed an interview at that school/work site. This process will be followed for all vacancies created October through May of each school year. During the months of June and July, the employee may request a transfer by completing the abbreviated application during the five (5) day posting period outlined in 10-1-1 and will be guaranteed an interview with other viable outside candidates. Should the employee be the only transfer applicant and he/she is acceptable to the site administrator, no interview will be required and the employee may be selected without interviewing outside applicants.

NOTE: The opening of a new school may cause the District to adjust timelines for transfers. Should positions open after July 31st, certified staff may request for transfer and be granted an interview as long as both site administrators are amenable.

.4 INVOLUNTARY DISTRICT TRANSFER

10-4-1 District involuntary transfers shall be considered in the spirit of providing the best possible education for students. Criteria for considering changes will be a request for volunteers:

1. If no volunteers, teacher seniority will be used
2. If only one volunteer; the transfer will be approved
3. If more than one volunteer, experience in the subject area/grade level shall be used

If the involuntary transfer requires the employee to move classrooms or offices outside of the regular contract day, they will be paid a flat rate of $300.00.

NOTE: When an involuntary transfer/reassignment occurs, the principal and the employee will cooperatively work together to allow sufficient preparation time for the new assignment.

.5 SENIORITY

10-5-1 No later than October 15th of each year the School District shall provide to the Association President a seniority list of all members of the licensed bargaining unit.
The District determines the current seniority of the teachers by the number of years they have taught in the District. The procedure for determining seniority shall be as follows:

a. Seniority will be computed from a teacher's most recent date of hire in the District.
b. Seniority will not be broken by unpaid leaves of absence.
c. Initial employment by the District in a position outside the licensed bargaining unit will not be counted in computing seniority. Employees returning to employment within the licensed bargaining unit shall retain the years seniority earned during licensed administrative time worked.
d. In the event two (2) or more teachers have the same seniority as indicated by date of hire and all else being equal, a lottery shall be held in which teachers having the same seniority shall draw lots in accordance with a predetermined procedure to establish the most senior teacher.
e. For any licensed employee hired after July 1, 2011, years of teaching experience in the District will be the only factor used in calculating seniority.

.6 TEAM TEACHING

10-6-1 The District and the Association recognize that team teaching may be necessary and/or desirable due to space limitations or other educational considerations. The Parties also recognize that the teachers who will make up the teams must work closely and in concert with one another. Therefore, when selecting teachers to team together, the following considerations will be given in order to provide the best possible educations for students.

1. Request for Volunteers;
2. Compatibility of Teachers;
3. Individual teacher strengths, licenses and endorsement;
4. Flexibility and needs of schools.

ARTICLE XI
REDUCTION IN FORCE

11-1-1 If practicable, attrition by resignation and retirement shall be utilized as the first means of staff reduction.

11-1-2 The District reserves the right to retain a teacher, if, in the opinion of the Superintendent and supported by substantial documentation, the teacher is needed to maintain a program, course of study or perform a needed function within the School District.

11-1-3 In the event that further staff reductions are required, which reductions may include post probationary teachers, the following criteria shall be used in selecting teachers for layoff and in the priority order as follows:

a) Educational and/or instructional requirements with particular attention to a teacher's licensure.
b) Effective/Highly Effective performance evaluations averaged from the past three consecutive school years.
c) Seniority as specified in 10-5-1

11-1-4 When an opening occurs for which they are licensed, teachers laid off because of a reduction in force, will be rehired in the reverse order they were laid off. A teacher shall remain on the rehire list for two (2) years unless the teacher refuses the offer of a rehire position for which he/she is licensed. If the recalled teacher is unable to return due to a bona fide illness or emergency, their place on the rehire list shall be extended for a period not to exceed one (1) year. It is the responsibility of the teacher to inform the District of all changes of address by Certified Mail.

ARTICLE XII
LONG TERM LEAVE

.1 CHILD REARING LEAVE

12-1-1 Upon written petition to the principal and approval from the Superintendent, Child Rearing Leave may be granted to any teacher in the District to care for his or her newborn or newly adopted child provided that all other subsections of 12-1 are met.

12-1-2 Requests for such leave shall be made forty-five (45) days prior to its commencement.

12-1-3 Child Rearing Leave may be granted for a maximum of four (4) quarters. Child Rearing Leave will commence at the start of a quarter and end at the conclusion of a quarter unless the teacher and the principal with the approval of the Superintendent mutually agree to an adjusted timetable.

12-1-4 Teachers having taken a Child Rearing Leave must notify the Superintendent of their intended return forty-five (45) days prior to the beginning of the second semester, or by April 1, prior to the following school year.

12-1-5 Certified employees shall receive no salary or fringe benefits while on leave. Since those on Child Rearing Leave have not resigned, they shall, at their option, be considered as members of the staff for insurance purposes with the employee paying the full amount of such premium.

12-1-6 A teacher granted Child rearing Leave shall return to the District with every effort made to place the teacher in the same attendance area providing the teacher is not affected by reduction in force.

12-1-7 Teachers returning to the District will have the same status on the salary schedule unless the teacher has qualified for advancement. He/she shall also be credited with the unused short-term leave accumulated up to the time the leave of absence was granted.

.2 MILITARY LEAVE

12-2-1 The School Board and the Association will comply with the guidelines under the Uniform Service Employee Rights Reinstatement Act (USERRA) and any applicable NRS.

.3 SABBATICAL LEAVE

12-3-1 Upon proper application and approval by the Superintendent (or designee) and Lyon County Board of School Trustees, a Sabbatical Leave of one (1) school year duration may be granted for professional study in the teacher's area of specialization or a closely allied field only. Such leave is not granted as a reward for work already performed but rather as an opportunity to prepare for improved service in the schools of Lyon County.

12-3-2 Teachers must have completed seven (7) consecutive years with the Lyon County School District and must not have taken Sabbatical Leave during the proceeding seven (7) years.

12-3-3 No more than three (3) full time members of the teaching staff (one per level, preferably) may be on Sabbatical leave during any one (1) school year. Application forms provided for this purpose will be completed and submitted to the Superintendent (or designee) and School Board by December 1st of the preceding year in which the leave is desired. If approved by the Superintendent (or designee), the Board will act on the applications and rank the requests so that if the leave is not used by the highest-ranking applicant, it may be used by another applicant.

Note: All applicable leave will run concurrently with the Family and Medical Leave Act (FMLA) guidelines.

12-3-4 Salary is to be one-fourth (1/4) of the teacher's annual rate in effect during the Sabbatical Leave exclusive of any extra-duty pay, etc. The teacher will provide the Board with a surety bond in the amount of one-fourth (1/4) of the current salary.

12-3-5 The teacher on leave shall by March 1st of the year of leave, notify the respective principal of his or her intentions to return, and (if returning) shall by September 15th provide the County Administration Office with a complete transcript of work completed while on leave.

12-3-6 The employee, upon returning from Sabbatical Leave, shall be assigned to his former position with the Lyon County School District.

12-3-7 A teacher must agree to complete the professional study as described in the application for leave and return to Lyon County School District for a minimum of two (2) school years following Sabbatical Leave or reimburse the District for all District paid compensation received by the teacher during the Sabbatical Leave period.

Reimbursement will be waived if the teacher is dismissed by the school during those two (2) years.

.4 EXTENDED LEAVE OF ABSENCE

12-4-1 Upon written petition to the Superintendent and approval by the School Board, any teacher who has been employed in the School District for the proceeding three (3) years and who has a record of satisfactory service may, upon request, be granted a leave of absence without pay for a period of time not to exceed one (1) school year.

12-4-2 Requests for such leave shall be presented prior to March 1st preceding the academic year for which leave is requested.

12-4-3 The applicant will receive written notification by the Superintendent of the leave by April 1st preceding the academic year for which that leave applies.

12-4-4 Written notice must be filed with the School Board by March 1st of the year in which that leave is effective stating whether or not the teacher plans to return. Failure to give such notice will automatically forfeit the right of the teacher to return.

12-4-5 Any teacher that has been granted an extended leave of absence shall return to duty at the same status on the salary schedule unless he or she has qualified for advancement. He or she shall be credited with the unused short term leave and benefits of seniority accrued up to the time the extended leave of absence was begun.

12-4-6 Since teachers on leave of absence have not resigned, they shall, at their option, be considered as members of the teaching staff for insurance purposes with the employee paying the full amount of such premium subject to the approval of the insurance carrier.

12-4-7 A teacher granted an extended leave of absence shall return to the district employment in the same attendance area providing the teacher is not affected by reduction in force.

ARTICLE XIII
SHORT TERM LEAVE

.1 GENERAL

13-1-1 At the beginning of each school year, licensed employees shall be credited with fifteen (15) days of Short Term Leave that may be used for sick leave, maternity, paternity, bereavement and adoption. Accrued leave and leave used are posted monthly on the employee's paycheck stub. The employee shall be responsible for verification of any and all leave, paid and unpaid, with the District's Payroll Department.

13-1-2 The District shall respond within seven (7) days of a receipt of a request for leave.

.2 SICK LEAVE

13-2-1 Short term sick leave is a designated amount of compensated leave that is granted to an employee who is unavoidable absent because of a) personal illness, accident, doctor's appointment, b) serious illness, accident or death in his/her immediate family (as defined Article 1-1-14).

13-2-2 Should a teacher be absent from his/her assignment more than five (5) consecutive days or should there be a pattern of chronic or repeated absences or the district has cause to suspect an abuse of an approved leave, the teacher may be required to provide verification of illness/debilitating condition from a physician in order to establish that the absence meets the criteria stipulated in 13-2-1 for sick leave.

13-2-3 Short term leave shall be accumulated to a maximum of two hundred fifty (250) days in accordance with the provisions of NRS 391.180. Days accumulated beyond two hundred fifty (250) days shall be kept in the employee's file as inactive accumulated short term leave which could be used provided the School Board chooses to activate them.

.3 MATERNITY LEAVE

13-3-1 Pregnancy and/or medical issues associated with pregnancy shall be treated as any other temporary Short Term Leave.

The District shall accept a physician's verification for recovery time up to six (6) weeks for normal delivery and eight (8) weeks for cesarean delivery. If the employee does not have Short Term Leave available for all or part of the leave, she may request to take unpaid leave. If additional leave is necessary, the employee's physician shall submit the District's Extended Medical Leave Form verifying that the employee is unable to return to work and additional leave, paid or unpaid, shall be granted accordingly.

13-3-2 Upon receipt of written notification of an employee's pregnancy and request for leave information, the School District shall provide pertinent information on contract and FMLA requirements and benefits.

.4 BEREAVEMENT LEAVE

13-4-1 Licensed personnel may be granted five (5) days each school year for bereavement leave. Bereavement leave shall be deducted from short-term leave. Additional time may be granted by the school trustees or designee.

.5 ADOPTION LEAVE

13-5-1 An employee should inform the District of an application for adoption. Upon reasonable notification to the Principal and documentation of an impending adoption, an employee who is adopting a child shall be granted up to ten (10) days of Short Term Leave. Additional leave may be granted without pay. This leave is for the purpose of attending to necessary meetings, paperwork and travel relative to adoption.

.6 SICK LEAVE BANK

13-6-1 Employees covered by this agreement may become members of the Sick leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank. This Bank is to assist employees and their immediate family, who have long term debilitating illnesses or disabilities with recovery time of more than fifteen (15) days which cause them to be unable to fulfill their job responsibilities with the District and who have exhausted their accumulated sick leave and all personal leave.

Sick Leave Bank days shall not be used for elective surgery, personal business, extended family illness or maternity leave. Any employee who has been diagnosed with a debilitating or catastrophic injury or illness pre-existent to employment shall not draw from the Bank within the first year of employment.

a. Only individuals who have contributed to the Bank are eligible for benefits.
b. Application for benefits from the Sick leave Bank shall be made to the Sick Leave Bank Committee. The committee shall be made of two members appointed by the Association President and one member appointed by the Superintendent. The

decision of the committee shall be forwarded to the Board for approval, except when the days needed will occur before the next Board meeting. In such cases, the Superintendent may grant up to thirty (30) days upon the committee's recommendation.

Note: All applicable leave will run concurrently with the Family and Medical Leave Act (FMLA) guidelines.

c. At the beginning of each school year there will be an open enrollment period during August 1st to September 30th and again January 1st to January 31st. Eligible staff must notify the District in writing of their desire to participate in the Bank.
d. Membership in the Bank shall continue automatically from year to year unless notice of withdrawal is given in writing to the District during the enrollment period. Withdrawal will not result in reinstatement of the time contributed to the Bank.
e. When the number of days in the Bank falls below forty (40), the committee will inform the Bank membership that a special assessment of one (1) sick leave day per member will be made to replenish the days available.
f. The maximum number of days which may be granted from the Bank at any one time shall be thirty (30) days. Additional days may be granted only after additional application and review. The maximum number of days which any one person can be granted from the Bank during the period of employment with the Lyon County School District is one hundred twenty days (120) days.
g. One sick leave day may be transferred from any certified employee to the sick leave account of any other certified employee who has been deemed eligible for assistance by the Sick Leave Bank Committee. The maximum cumulative number of days, which any one person can be granted by other employees is sixty (60) days. This can occur only after the person has exhausted the one hundred twenty (120) day maximum benefit outlined in 13-6-1-f.
h. A statement of participation in the Sick Leave Bank will be included in the yearly sick leave accounting update given by the District to each participating employee.
i. An employee who has used the Sick Leave Bank shall reimburse the Bank when his/her accumulated sick leave exceeds one hundred (100) days. Upon leaving the District, an employee shall reimburse the Bank the remaining balance of days granted from the Bank.

.7 DONATED SICK LEAVE DAYS TO SPOUSE

13-7-1 If both spouses are employed by the District, one spouse may donate sick leave days to the other spouse up to a maximum of twelve (12) weeks per the FMLA guidelines.

.8 PAYMENT FOR UNUSED SHORT TERM LEAVE

13-8-1 Certified employees leaving the employment of the Lyon County School District shall be eligible for payment of unused Short Term Leave as provided below:

a) The certified employee has ten (10) years of contracted employment with the District of which the last five (5) were consecutive.
b) The certified employee has not been dismissed pursuant to NRS 391.
c) A certified employee meeting the above criteria will receive payment for unused short term leave based on the following scale:

Number of Days	Rate Per Day	Maximum Benefit of 250 Days
181 – 250	$50.00	$12,500
162 – 180	$45.00	$ 8,100
144 – 161	$40.00	$ 6,440
126 – 143	$35.00	$ 5,005
100 – 125	$30.00	$ 3,750

d) The maximum aggregate payment for unused Short-Term Leave for all certified employees shall not exceed $100,000. If the aggregate total exceeds that amount per year, payments shall be prorated to all recipients. All payments shall be made during August for those employees separating during the prior school year.
e) A deceased certified employee's beneficiary (as noted on the employee's life insurance policy) will be awarded any payment if the above conditions are met.
f) Any certified employee with more than 250 sick days at the time of retirement may donate up to 5 sick days to the sick leave bank.

ARTICLE XIV
PERSONAL LEAVE

14-1-1 All teachers shall be granted two (2) days of paid Personal Leave each year.

14-1-2 With no less than two (2) days prior notice, except in cases of verifiable emergencies, the principal may grant Personal Leave paid or unpaid. However, teachers are encouraged to request Personal Leave, whether to be paid or unpaid, as soon as it is known to be needed. Personal Leave, paid or unpaid, may be denied if there is no substitute available or classes cannot be covered by licensed staff. Paid Personal Leave may be used at any time except the first or the last week of school, during the final examination times, during the school's parent/teacher conference days, teacher in-service day(s) unless there is a verifiable emergency, or extenuating

family circumstances. If multiple requests are received for the same date, Personal Leave shall be granted according to the date it is submitted.

Any request for paid or unpaid leave that is denied by the principal may be appealed to the Superintendent or designee.

14-1-3 Additional Personal leave may be granted, without pay or with substitute rate deduction from the teacher's salary as determined by the Superintendent. The request to the Superintendent for additional Personal Leave must be submitted in writing and include an explanation.

14-1-4 Up to five (5) certified employees may be granted unpaid or paid Personal Leave during the first or last weeks of school for purposes of advanced degree studies. Paid leave will be based on whether the teacher has any paid personal leave to use.

14-1-5 Unused paid personal leave days may be accumulated from year to year. Only 5 paid Personal Leave days may be used consecutively during one school year.

ARTICLE XV
OTHER LEAVES OF ABSENCE

.1 ASSOCIATION LEAVE

15-1-1 The School Board agrees to grant leave at the discretion of the Superintendent for Association representatives to attend workshops, conferences, conventions and other Association activities.

15-1-2 The District shall allow full-time release for any member of the local Association elected to serve as an officer of the LCEA, NSEA, or the NEA for the duration of the term(s) of office. At the end of his/her terms of office, the teacher will return to the District in a position comparable to the one formerly held before the leave. A high school teacher would return to a high school position; a middle/intermediate school teacher would return to a middle/intermediate school position; an elementary school teacher would return to an elementary school position. This position will be in an area in which he/she is qualified to teach and at the same column and step he/she held at the time of leave. Failure of the employee to return at the end of his/her term(s) of office will be considered as a resignation from the District.

The LCEA, NSEA or NEA will reimburse the District for the total amount of salary and fringe benefits, which include the total PERS contribution, worker's compensation, and health insurance package. The employee will not accumulate sick leave or personal leave during

his/her absence, but upon return, all leave held at the time of release will be credited to the employee.

A teacher seeking any office under the above mentioned terms and conditions, must notify the Superintendent in writing six (6) months in advance to receive the leave of absence. Should a teacher be appointed to a LCEA, NSEA or NEA position with less than six months' notice, the Superintendent and the teacher shall mutually agree on the terms and conditions of the leave and the employee's return to the District.

.2 COURT LEAVE

15-2-1 Upon notification to the Superintendent, an employee who is subpoenaed as a witness in a civil or criminal case or is called and serves on jury duty shall be granted leave for that period of time committed to jury duty service. Application for such leave must be made upon notification and submitted with a copy of the subpoena.

Employee compensation shall be an amount equal to daily rate less the daily allowance for jury duty service. Nevada State Retirement contributions by the employee and employer shall be at the regular retirement rate for each day or a fraction of a day served.

.3 INJURY OR ILLNESS IN IMMEDIATE FAMILY

15-3-1 A leave of absence without pay or increment may be granted at the discretion of the School Trustees.

15-3-2 All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated short-term leave, will be restored to upon return to the District and the teacher will be assigned to the same or equivalent position held at the time said leave commenced if available.

.4 PROFESSIONAL LEAVE

15-4-1 Professional Leave without the loss of pay or other benefits shall be granted to an employee of the District if such leave:

1. Is requested five (5) days in advance, with twenty (20) days needed for out of state travel.
2. Is deemed appropriate for professional growth.
3. Is deemed beneficial to the employee and the District by the Superintendent (or Designee) or the Board.

At the discretion of the Superintendent per diem and/or travel reimbursement may be provided by the School District.

15-4-2 Two (2) professional days per year will be granted to those who are pursuing and are officially registered for the National Board Certified Teacher (NBCT) program to fulfill the

requirements for the NBCT program. Proof of registration will be provided to the Director of Human Resources prior to leave approval.

ARTICLE XVI
BENEFITS

.1 HEALTH INSURANCE

16-1-1 Lyon County School District (LCSD) provides health insurance for all employee groups. This plan is overseen by a District Insurance Committee, which has the authority of recommending changes to the School Trustees. The Association shall have proportionate representation on the committee. A majority of the committee must approve of any proposed change of the District Health Program and/or provider to be submitted to the School Board of trustees for possible action. The District agrees to include all qualifying teachers in the LCSD Health Care Plan. New employees and/or dependents may be enrolled providing they meet the qualifiers set forth by the LCSD Health Care Plan. Dependent coverage for the LCSD Health Care Plan shall be elected during the open enrollment period.

NOTE: Those who elect not to take dependent coverage will need to prove insurability the following year if they wish to return to the LCSD Health Care Plan.

16-1-2 LCSD shall provide health, dental, vision, and life insurance for employees working twenty-five (25) or more hours per week. The School District shall contribute up to $625 and not less than $475 per month per regularly employed participant. In the event of an increase in the LCSD Health Care Plan, the trustees shall give full consideration to payment of some portion of said increase. Dependent coverage will be made available at full cost to the employee at the current rate. Life insurance limits will be set at a minimum of $20,000 with Accidental Death and Dismemberment set at a minimum of $20,000. Death by accident would then total a minimum of $40,000. The life insurance benefit and premium are reduced by 50% at age 70.

16-1-3 Provisions for all insurance programs affecting licensed staff shall be agreed upon by said parties and the School Board. All insurance coverage with the exception of teachers on Sabbatical Leave will be continued for teachers on leave at their own expense.

16-1-4 If the District elects not to cover a change in the employee insurance premium that may require the employee to pay a portion of the basic insurance plan then negotiations for Article XVI only shall be opened.

.2 OCCUPATIONAL INJURIES

16-2-1 "On-the-job" accidents and occupational sickness are compensated to the extent of required and necessary medical expenses and to limited weekly benefits as prescribed by the State Labor Commission and set forth in the Nevada Workman's Compensation Act.

.3 FLEX BENEFIT PLAN

16-3-1 The School District offers its employees an Internal Revenue Code Section 125 Flex Benefit Plan.

ARTICLE XVII
FACULTY ADVISORY COMMITTEE

17-1-1 The purpose of the Faculty Advisory Committee (FAC) shall be to advise the Principal of school issues and concerns. FAC members shall consist of certified staff and be elected by certified staff in each school before the first student day of the school year. FAC members shall be representative of grade levels, departments and/or specialty areas as appropriate to the school. The newly elected FAC members shall meet as soon as possible after the election to select a chairperson and secretary.

17-1-2 The school's principal and the FAC Chairperson shall mutually agree to a date for the first meeting, which shall be on or before September 30th of the school year. The principal and the FAC shall meet no less than once a month during the school year, unless both parties agree not to meet.

17-1-3 To improve education, the Faculty Advisory Committee shall seek objectives such as the following:

1. Improve the morale of the certified staff;
2. Apprise the principal of actual and potential problems involving the certified staff of the school;
3. Secure the maximum productive and constructive involvement of all members of the certified staff in the prime goals of the school, namely, the education of the students enrolled there;
4. Improve communications between the principal and members of the certified staff.

ARTICLE XVIII
FACILITIES

TEACHING FACILITIES

18-1-1 The parties recognize that the availability of functional school facilities for both students and teachers is necessary to insure the high quality of education. All these facilities are designed

to meet the needs of the educational program. The School Board will seek the recommendations of the teachers before teaching facilities are constructed or remodeled. In the case of team-teaching, whenever possible, those classes shall be assigned the most appropriate facilities for their size and function.

18-1-2 For all future building plans, those teachers that will occupy those newly planned facilities may act as consultants to the administration and architect.

18-1-3 Each new school should have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials, supplies and personal belongings.
2. A faculty work room or lunchroom with access to a phone.
3. At least two (2) well lighted, clean and accessibly located teacher's rest rooms, separate from the student's rest rooms.
4. A phone in each school library.

FACILITY COMMITTEE

18-1-4 At the request of the School Board or Association, a Facility Committee shall be established to evaluate and review existing facilities. The committee shall consist of two (2) administration members and two (2) members selected by the Association. This committee shall meet a minimum of one (1) time during the contracted year. The committee may serve in an advisory capacity to the Superintendent and the School Board.

18-1-5 The use of public address or audio systems and similar surveillance device may be used if requested by the teachers.

ARTICLE XIX
SCHOOL POLICY GUIDE

19-1-1 Representatives of the Association shall meet with the School Board and Administration at least once each school year during the second semester to assist in constructing, amending, or revising the school policy guide that affect the teaching staff for the Lyon County School District.

19-1-2 The complete up-to-date Lyon County School District Policy Guide will be maintained on-line and accessible on the Lyon County School District website.

ARTICLE XX
SAFETY

20-1-1 The student's immediate safety shall always be of primary importance to the licensed staff.

20-1-2 If deemed necessary by the administrator, a law enforcement officer may be requested to be present at school sponsored public gatherings.

20-1-3 The staff's immediate safety shall always be of primary importance to the Lyon County School District. In accordance with NRS 392, a student shall be removed without delay 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 Individuals with Disabilities Education Improvement Act. After removal, the site administrator and teacher will meet to debrief prior to the student returning to the classroom.

Staff assigned instructional and/or supervisory responsibilities for a student already known to be a safety concern from past situations within or outside of Lyon County School District will be notified of safety concerns relating to the student upon initial placement of the student to the staff member's assigned duties. Affected staff will receive training within 30 days of the identified need.

20-1-4 Lyon County School District will not direct any employees to perform any duty that may endanger their health or physical safety.

In the event the District determines that schools will be on a delayed start or early release due to inclement weather, certified staff will individually work with their administrator/supervisor to make up any missed time, if any.

20-1-5 The administration will have an emergency operations plan of action that is updated in compliance with LCSD policy and NRS. This plan shall be presented to all staff members annually by the site administrator. The administration will be responsible for training the staff of the school on emergency procedures outlined in the emergency operations plan by September 15th. The licensed staff will be responsible for training their homeroom/advisory students on emergency procedures by September 30th.

20-1-6 The district's master test security plan and each site test security protocol shall include provisions for employee emergencies during testing. The Association will work with the District to include these provisions in the protocols. New employees to the district or to each site shall be thoroughly trained in all testing procedures.

20-1-7 Teacher-controlled cameras plus audio recording capabilities will serve primarily for safety purposes. The classroom instructor has the authority to initiate camera and audio recordings.

20-1-8 Lyon County School District will address HVAC issues as quickly and efficiently as possible, within reason.

ARTICLE XXI
SALARY SCHEDULE

.1 INITIAL PLACEMENT

21-1-1 The basis of the professional salary schedule is the Bachelor's degree. Credits beyond the Bachelor's degree including those for licensure shall be accepted for placement on the Bachelor's Plus column or the Master's Plus column.

Credits will be granted for Bachelors Plus or Masters Plus columns when credit meets the following:

1. Is accepted by the State Department of Education for licensing or relicensing and is;
2. Directly related to the teacher's certification or;
3. Directly related to the teacher's current assignment and course curriculum/standards or;
4. Directly related to an advanced degree or licensing sought by the teacher, or;
5. Offered by the District and/or officially endorsed by the District.
6. And is in accordance with 21-1-2 through 21-2-6.

21-1-2 When hired, a licensed employee of the Lyon County School District shall be placed on the salary schedule by the District Personnel Office upon receipt of official sealed transcripts from the granting accredited institution(s) and verification of previous experience in accordance with 21-1-3.

21-1-3 For salary placement purposes, the school district may accept up to five (5) years of licensed teaching experience in a private accredited school in Nevada whose educational programs are aligned with State and District standards. All other placements will follow LCSD board policy GDH: Policy of Teaching Experience Credit.

.2 EDUCATIONAL ADVANCEMENTS

21-2-1 Salary adjustments for additional credits are made semi-annually. Official sealed transcripts from accredited institutions and official notices of completion of District approved workshop/inservice classes can be submitted as soon as they are earned. Credits must be submitted by January 15 for adjustment on the salary schedule beginning the first day of the second semester. Credits must be submitted by September 15 for adjustment on the salary schedule beginning during the September pay period. Inservice and post-secondary credits not part of an advanced degree or program must be received within three (3) years of the date of completion. Inservice credits sponsored by the District will not be applied to salary advancement if earned during the regular employee work day or if paid for by the District (recertification only).

21-2-2 Credit will be granted for Bachelors Plus or Masters Plus columns when credit meets the following:

1. Is accepted by the State Department of Education for relicensing and is;
2. Directly related to the teacher's certification or;
3. Directly related to the teacher's current assignment and course curriculum/standards or;
4. Directly related to an advanced degree or licensing sought by the teacher.
5. Offered by the District and/or officially endorsed by the District.

21-2-3 For the 16 credits needed to move from BA+32 to BA+48, 8 of those credits must be graduate level courses, which would be accepted as either regular or elective credits in a graduate program. For the 32 credits needed to move from BA +32 to BA+64, 16 of those credits must be graduate level courses, which would be accepted as either regular or elective credits in a graduate program.

21-2-4 The District will accept no more than 16 credits a year for salary placement unless the teacher is enrolled in an accredited graduate degree program in an accredited graduate degree institution or the teacher earns credits in specific courses necessary for a particular license endorsement which would be of benefit to the District. Such credits must have prior approval of the Superintendent.

After earning a master's degree, employees will be placed at MA+16 column on the salary scale if they were in the BA+48 column prior to earning the master's degree. The employee will then only be required to submit 16 credits to get to MA+32 column on the salary scale, eight (8) of which must be graduate level courses.

21-2-5 Any denial of credit for coursework or placement on the salary schedule may be appealed by the employee no later than six months after the annual contract of employment is issued by the district.

21-2-6 National Board Certified Teachers (NBCT) will receive the state funded pay and benefits plus one percent (1%) addition to their salary from the District for the duration of the certification.

21-2-7 School Psychologists will receive an additional 25% of the certified salary schedule and work a 210 day contract.

.3 SCHEDULES

21-3-1 See attached salary schedules for 2021-2022 and 2022-2023. A one and twenty-five hundredths percent (1.25%) raise for the 2021-2022 school year and a two percent (2.0%) raise for the 2022-2023 school year will be given, absent any unforeseen, significant changes in state funding.

21-3-2 Certified employees are eligible for longevity pay to be paid for continuous service worked in the Lyon County School District as a certified employee. Payment will be made in July of each year based on the following scale:

10 - 19 years of service	$500
20 - 24 years of service	$750
25 plus years of service	$1000

Continuous service includes years worked in succession. A certified employee must complete the contract year to be eligible. Approved leave by the District is considered continuous service. Certified employees on approved leave must work 135 days or more to qualify for payment in that year. When an employee separates from the District, a break in continuous service occurs. Please note that years of service are defined in LCSD Board Policy GBH: Policy of Teaching Experience Credit.

**Note: The Lyon County School District salary schedule begins with a zero (0) year as the first year. See attached 2021-2022 and 2022-2023 Certified Salary Schedules.*

ARTICLE XXII
EXTRA DUTY CONTRACTS

22-1-1 When an extra duty position becomes open, the position opening will be posted for a minimum of seven (7) days in all community schools. When a certified employee with appropriate qualifications applies for an open position, they will be given first consideration for the position. Should no qualified licensed staff be selected, the position will be opened to the community at large.

22-1-2 Employees whose Extra Duty Contracts are more than one (1) semester in length shall be paid half the contract amount in December and the remainder in May. A sports season will end with the State Tournament/Meet. A coach or activity director/sponsor will not be paid until all conditions of the contract have been met including a full accounting of all equipment, uniforms and materials as well as monies collected and spent for the particular activity or sport. The last day of April shall be the accounting and inventory due date for activities which extend beyond May 20th.

22-1-3 In regard to extra duty assignments, teachers on any long term leave shall be given consideration for an assignment after all licensed staff members are considered, thus placing them in a pool of applicants from the community.

22-1-4 Extra Duty Salary Schedule will be based on the percent of base salary as reflected on Basic Salary Schedule.

22-1-5 No coach or advisor will receive less for a position than they were previously paid in LCSD when promoted within the same category.

22-1-6 All extra duty contracts and staffing levels are offered at the discretion of the District and will adhere to the established District Administrative Guidelines. Coaches and activity directors may consult site administrators during the activity season regarding student participation and staffing levels.

High School Athletics	**Step A (0 -2 YE) Percent Paid**	**Step B (3 -5 YE) Percent Paid**	**Step C (6+ YE) Percent Paid**
Athletic Director	13	15	16
Athletic Director, small school	9	11	12
Band Director/Marching/Pep	5	6	7
Band Assistant Director/Marching/Pep	3	4	5
Baseball, Head	7	8	9
Baseball, Assistant	5	6	7
Basketball, Head	8	9	10
Basketball, Assistant	6	7	8
Cheerleader, Fall	5	6	7
Cheerleader, Winter	6	7	8
Cross Country	5	6	7
Cross Country, Assistant	3	4	5

Dance/Drill (Each Season)	6	7	8
Football, Head	8	9	10
Football, Assistant	6	7	8
Golf	5	6	7
Soccer, Head	7	8	9
Soccer, Assistant	5	6	7
Softball, Head	7	8	9
Softball, Assistant	5	6	7
Swim, Head	7	8	9
Swim, Assistant	5	6	7
Track, Head	7	8	9
Track, Assistant	5	6	7
Volleyball, Head	7	8	9
Volleyball, Assistant	5	6	7
Wrestling, Head	7	8	9
Wrestling, Assistant	5	6	7

High School Co-Curricular	**Step A (0 -2 YE) Percent Paid**	**Step B (3 -5 YE) Percent Paid**	**Step C (6+ YE) Percent Paid**
Academic Team Advisor	3	4	5
Activity Director	13	15	16
Band Director	5	6	7
Career and Technical Education Student Organization Advisor (CTSO)	2	3	4
Choir Director	3	4	5
Class Advisor 10, 11, 12	3	4	5
Class Advisor 9	2	3	4
Creative Writing Publication	4	5	6
Department Heads	1	2	3
Future Farmers of America (FFA) Advisor	6	7	8
FFA Assistant	4	5	6
Forensics Coach	2	3	4
National Honor Society Advisor	2	3	4

Newspaper Publication Advisor	3	4	5
Play Director	2	3	4
Shop Maintenance	5	6	7
Yearbook Advisor	5	6	7

Middle School Athletics/ Co-Curricular	Step A (0 -2 YE) Percent Paid	Step B (3 -5 YE) Percent Paid	Step C (6+ YE) Percent Paid
Academic Olympic Advisor	1	2	3
Academic Fair, School Only	1	2	3
Academic Fair, School, Region	2	3	4
Activity Director	5	6	7
Athletic Director	6	7	8
Athletic Director, Small School	4	5	6
Band Director	3	5	6
Basketball	3	4	5
Choir Director	2	3	4
Cross Country, Head	3	4	5
Cross Country, Assistant	2	3	4
Intramurals	3	4	5
Newspaper, Class	1	2	3
Newspaper, Non-class	2	3	4
National Junior Honor Society (NJHS)	1	2	3
Play Director, Class*	2	3	4
Play Director, Non-class*	3	4	5
Shop Maintenance	2	3	4
Track, Head	3	4	5
Track, Assistant	2	3	4
Volleyball	3	4	5
Wrestling, Head	3	4	5
Wrestling, Assistant	2	3	4
Yearbook Advisor	3	4	5

Elementary Schools Co-Curricular	Step A (0 -2 YE) Percent Paid	Step B (3 -5 YE) Percent Paid	Step C (6+ YE) Percent Paid
Christmas Music Programs**	1	2	3
Academic Fair Advisor	1	2	3
Yearbook Advisor	2	3	4

Co-Curricular (All Levels)	Step A (0 -2 YE) Percent Paid	Step B (3 -5 YE) Percent Paid	Step C (6+ YE) Percent Paid
Multi-Tiered System of Supports (MTSS) Program Facilitator	5	6	7
Site Webmaster/School Technology Assistant	4	5	6
Library Inventory Director	4	5	6
Robotics Team Advisor, Class	2	3	4
Robotics Team Advisor, Non-class	4	5	6

* Per performance

** Requires two school performances

Step A: Percent paid during first three years (salary scale 0-2) of experience in the extra duty position.

Step B: Percent paid four through six years (salary scale 3-5) of experience in the extra duty position.

Step C: Seven+ years (salary scale 6+) of experience in the extra duty position.

The 2021-2023 Extra Duty Contracts will use the 2021-2023 base salary.

ARTICLE XXIII
TERMS OF AGREEMENT

23-1-1 This agreement shall be effective as of July 1, 2021, and the terms and conditions hereinshall remain in full force and effect until June 30, 2023, or until such time that a successor agreement is negotiated and ratified by both the Lyon County School District Board of School Trustees and the Lyon County Education Association.

23-1-2 The parties acknowledge that during the negotiations which resulted in this Agreement, each has had unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of mandatory bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and

opportunity are set forth in this Agreement. No additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

23-1-3 This contract is not binding on either party until ratified by both parties.

23-1-4 This Agreement is the result of collective negotiations between the District and the Association, which have been conducted under the requirements of and directive Statute law. For the 2019-2021 contract years, the Association and School District shall only address the District's contribution per month for qualified participants in LCSD Health Care Plan and mutually agreed upon article(s).

23-1-5 Dated articles, miscellaneous corrections or renumbering will not count as table topics. Dated articles are those in which only the dates need to be changed or in which language is no longer relevant. Any change in the intent of the article other than dates disqualifies it as a dated article.

ARTICLE XXIV
SCHOOL PERFORMANCE PLANNING

24-1-1 The district has engaged a process to improve the level of student learning based on the state's accountability system and best practice defined in educational research. To that end, each school shall establish a School Improvement Process (SIP) Core Team according to its own local governance procedures. Members may be elected or appointed, but should represent a wide cross section of opinions and perspectives. Members will serve at the discretion of the principal. The purpose of the team is to facilitate the development of the school's improvement plan in accordance with the process and function defined by the LCSD's School Improvement Process. Each school must adopt its plan through a method for determining consensus that has been proven to be effective by research. The plan must represent the well-informed will of the entire local school community of stakeholders.

24-1-2 The district will give five thousand dollars ($5,000) for each school in the district, to be paid to the core team members annually.

LCEA and LYON COUNTY SCHOOL DISTRICT

TERM OF AGREEMENT SIGNATURE PAGE

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Ratified by the Lyon County Educators' Association.

Cynthia Darden, President — Date: 10-1-21

LYON COUNTY SCHOOL DISTRICT

This contract was ratified and accepted by the Lyon County School District Board of Trustees at a meeting held on September 28, 2021.

Holly Villines, LCSD Board of Trustees President — Date: 9/28/21