

MASTER CONTRACT

between the

LANDER COUNTY SCHOOL DISTRICT

and the

**LANDER COUNTY CLASSROOM
TEACHERS' ASSOCIATION**

2024-2025

Table of Contents

“Article I - Definitions3

“Article II - Recognition6

“Article III - Negotiation Procedures7

“Article IV - Mediation and Fact-Finding8

“Article V - Grievance Procedure8

“Article VI - Association Rights15

“Article VII - Rights of Teachers16

“Article VIII - Professional Behavior19

“Article IX - Teacher’s Hours - Teacher Work Day22

“Article X - Reduction of Staff23

“Article XI - Vacancies and Transfers/Reassignments25

“Article XII - Group Insurance28

“Article XIII - Staff Development37

“Article XIV - Sabbatical Leave Program37

“Article XV - Leave Other Than Sabbatical Leave39

“Article XVI - Payroll Deductions44

“Article XVII - Salary and Extra Duty Pay44

“Article XVIII- General Savings Clause46

“Article XIX - Term of Agreement46

“Appendix48

“Schedule A—Certified Salary Schedule48

“Schedule A—Certified Salary Schedule48

“Schedule B—Extra Duty Salary Schedule49

“Schedule C—Group Insurance Appendix50

THIS AGREEMENT is made and entered into by and between the Lander County School District in the County of Lander and State of Nevada, and the Lander County Classroom Teachers' Association.

WHEREAS, the Lander County School Board in the County of Lander, State of Nevada, and the Lander County Classroom Teachers' Association, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the District and attracting and retaining the highest quality educators is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching staff, and

WHEREAS, the Lander County School Board is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representatives, the Superintendent of Schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

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, 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 economical improvement.

NOW, THEREFORE, IT IS AGREED:

Article I - Definitions

- 1.1 The term "Chapter 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.
- 1.2 The term "Teacher" as used in this Agreement shall refer to all Nevada licensed staff members including counselors and school nurses, eligible for membership in the Lander County Classroom Teachers' Association excluding the administrative staff.
- 1.3 The term "Board" as used in the Agreement shall mean the Board of School Trustees of the Lander County School District and is the entity known as the Local Government Employer in Chapter 288.
- 1.4 The term "Board Member" as used in the Agreement shall mean a member of the Lander County Board of School Trustees, the entity known as the Local Government Employer in Chapter 288.

Lander County Classroom Teachers' Association
Contract with Lander County School District
July 1, 2023 – June 30, 2025

- 1.5 The term “Association” as used in this Agreement shall mean the Lander County Classroom Teachers Association, and is the entity known as the Employees’ Organization in Chapter 288, Section 6.
- 1.6 The term “School District” as used in this Agreement shall mean the Lander County School District.
- 1.7 The term “Superintendent” as used in the Agreement shall mean the Superintendent of Schools of the Lander County School District or his/her designated representative(s).
- 1.8 The terms “School Board” and “Association” shall include authorized officers, representatives, and agents. Despite references herein to “School Trustee” and “Association” as such, each reserves the right to act by committee or designated representatives.
- 1.9 The term “School Year” shall be defined in NRS 388.080 which states: “The public-school year shall commence on the first day of July and shall end on the last day of June.”
- 1.10 The term “Contracted School Year” as used in this Agreement shall mean the period of time of the first contracted day in August or September to the last contracted day in May or June.
- 1.11 The term “EMRB” means the Local Government Employees-Management Relations Board, as provided in Chapter 288.
- 1.12 The term “Agreement” refers to the name of this document being the “Master Contract” between the Lander County School District and the Lander County Classroom Teachers Association.
- 1.13 The term “Immediate Family” shall mean your spouse, domestic partnership as defined by Nevada Revised Statute 122A, parent, child(ren), including children who are or are in the process of becoming; adopted; sibling; grandparent or grandchild(ren); step-parent; step-child or step sibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward or foreign exchange student.
- 1.14 The term “Administrative Staff” as used in this contract shall mean the Superintendent, Principal, or others that may be added to the system, not to include Teachers.
- 1.15 The term “Transfer” as used in this Agreement shall mean the movement of a teacher from one work location to another work location at a different work site.
- 1.16 The term “Vacancy” is any position previously held by a licensed employee or a position newly created by the Board.
- 1.17 The term “Reassignment” is the movement of a teacher from one grade level or subject area to a different grade level or subject area at the same work site.
- 1.18 The term “Base Salary” refers to the lowest pay amount on the salary schedule where the first year and first column intersect.
- 1.19 The term “Across the Board Salary Increase” refers to a raise calculated on each step and column intersection on the salary schedule.

- 1.20 The term “Professional Learning Community” (PLC) as used in this agreement shall mean a community of collaborative teams whose members work interdependently to achieve common goals linked to the purpose of learning for all.
- 1.21 The term “Day” as used in this agreement shall mean working school day.

Article II - Recognition

- 2.1 The School Board has recognized the Association as the exclusive representative of all certified personnel as defined in 1.2 and has received: (a) a copy of its constitution and bylaws, (b) a roster of its officers and representatives, (c) a pledge not to strike as required in Chapter 288, and (d) a list of Association members.
- 2.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for the use of the Association subject to the exceptions in Chapter 288.140(2), or as amended, which states: “The recognition of an employee organization for negotiation, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself/herself with respect to any condition of his/her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any.”

2.3 Equal Employment Opportunity

The District offers equal employment opportunities without regard to race, color, gender, religion, age, national origin, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, veteran status or any other characteristic protected by law. These opportunities include all terms, conditions, and privileges of employment, including but not limited to recruiting, hiring, job placement, training, compensation, benefits, discipline, advancement, and termination. All employees are expected to adhere to this policy. The exercise of rights protected by applicable federal and state laws such as: filing complaints, participating in investigations, and related administrative proceedings, and lawfully opposing unlawful practices is protected activity for which harassment, intimidation, threats, coercion or discrimination will not be tolerated.

The District and the Association agree that they will comply with the requirements of this provisions and will not discriminate against any individual on the basis of their protected status, as set out above. Any allegations of conduct in violation of this provision are subject to the grievance procedure set out in this Agreement.

This policy prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District relating to this provision.

2.4 No Discrimination, Harassment, or Retaliation

The purpose of this policy is to ensure employees enjoy a professional and productive work environment free from discrimination and harassment.

The District is committed to providing a professional and productive work environment, based on a culture and atmosphere of mutual respect, and free from unlawful discrimination and harassment. The District will not tolerate harassment or discrimination based on physical or mental disability, military or veteran status, domestic violence victim status, sexual orientation, genetic information, marital or domestic partnership status, gender identity and expression or any other basis covered by applicable federal, state or local law, ordinance or regulation (which will be collectively referred to as “protected categories”). This policy applies to all persons

involved in the operations of the District and prohibits discrimination, harassment or retaliation by any employee of the District, including members of management, supervisors, and co-workers, and any vendors, independent contractors, or volunteers on District property or at District functions.

Prohibited discrimination, harassment and retaliation, in any form, including verbal, physical and visual conduct, threats, demands, are prohibited. Employees may be subject to discipline for violation of this policy, even if their conduct does not rise to the level of being a violation of the law (for example, for isolated misconduct). In other words, do not wait until the conduct has become severe or pervasive to report it. This policy is designed to allow the District to stop any prohibited conduct before it becomes severe or pervasive. Your immediate complaint is a vital component to making this policy work.

Employees who believe they are being, or have been unlawfully discriminated, harassed, or retaliated against in violation of this policy, or are aware of an incident or conduct in violation of this policy, must immediately report the incident to their supervisor. If you are uncomfortable reporting to your supervisor, you should report to the Superintendent or his/her designee. Employees who observe conduct which they feel rises to the level of discrimination, harassment, or retaliation should report the conduct to a supervisor, or the Superintendent, or his/her designee immediately.

The District and the Association agree that they will comply with the anti-discrimination, retaliation, and harassment requirements of this provisions. The District will investigate and respond to any report of discrimination, harassment, and/or retaliation, and where the allegation is substantiated, the District will take immediate action to prevent future conduct which violates this provision. Employees who engage in such conduct may be subject to immediate discipline, up to and including termination, depending on the nature and severity of the conduct.

Allegations of conduct in violation of this provision are subject to the grievance procedure set out in this Agreement.

This policy prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District relating to this policy.

Article III - Negotiation Procedures

- 3.1 Negotiating teams, as appointed by the School Board and by the Association, shall meet to conduct negotiations over qualified negotiable items as submitted.
- 3.2 Requests for meetings may be made by one party directly to the other in writing, signed by the designated representative. In the case of request to the Board of Trustees, such request will be made to the Superintendent or his/her designated representative. In the case of requests to the Association, such requests shall be made to the President. The negotiating teams will meet, initially, within ten (10) school days at a mutually agreed time and place. All such requests shall contain the specific reasons for the meeting requested. Written requests for meeting,

Lander County Classroom Teachers' Association
Contract with Lander County School District
July 1, 2023 – June 30, 2025

conforming to this policy, shall be honored only from officers or designated representatives of the parties.

- 3.3 When the subject of negotiating requires the budgeting of money by the School Board, the Association shall give such notice on or before January 1.
- 3.4 The negotiating teams will make a good faith effort to resolve matters to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either team may, if it so desires, utilize the services of outside consultants.
- 3.5 The School Board and the Association agree to provide any information that will assist in developing constructive proposals in behalf of Teachers, students, and the school system. Such information shall include complete financial reports, the tentative budgets for the next school year, and all Association data which bears upon proposals.
- 3.6 For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to research, to study and to develop projects, programs, and reports, and to make findings and recommendations to the parties.
- 3.7 It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated, and initialed by both parties when agreement is reached.

Article IV - Mediation and Fact-Finding

- 4.1 Mediation and Fact-finding will be carried out in accordance with NRS 288.
- 4.2 Funding: If mediation or fact-finding is needed, the School Board shall pay one-half (1/2) of the cost of mediation or fact-finding, and the Association shall pay one-half (1/2).
- 4.3 Release Time: During mediation and fact-finding, two (2) members of the Association's negotiating team shall be allowed release time on any day without loss of pay, and substitutes, if required, shall be provided by the Association.

Article V - Grievance Procedure

- 5.1 Definitions
 - 5.1.1 A "grievance" is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions of the Agreement.
 - 5.1.2 The "grievant" is a Teacher, a group of Teachers, or the Association, asserting a grievance.
 - 5.1.3 A "party of interest" is any person or persons, with reference to his/her contract, who takes action or against whom action is taken in order to resolve the complaint.
 - 5.1.4 The term "school day" when used in this article is defined as a working school day. When a grievance is submitted on or after June 1, time limits shall consist of all

weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

5.2 Purpose

5.2.1 The purpose of this article is to provide a clearly outlined procedure whereby Teachers may secure a full hearing and resolution of their grievance under this Agreement.

5.3 Structure

5.3.1 If in the judgment of the Association, a grievance affects a group of Teachers or the Association, the Association may initiate and submit each grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the procedure, even though there is no individual grievant who wishes to do so. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Level Two.

5.3.2 In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Level Two.

5.4 Informal Discussion

5.4.1 Both parties encourage employees covered by this Agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude a Teacher with a potential grievance from informally discussing the problem with their immediate supervisor prior to filing a formal grievance although such discussions are not a part of the formal grievance procedure.

5.4.2 If a Teacher requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussion will be held as soon as reasonably possible. The teacher may request the presence of an Association Representative.

5.4.3 It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on their solution of that grievance or any similar grievance filed in accordance with this article.

5.4.4 Both parties may agree to extend the time-lines of subparagraph 5.1., below, in order to pursue a possible solution to a pending problem at the informal level. If a time-line extension has been initiated, the time-line countdown will begin again when either party notifies the other that the informal process is over. This will be done in

writing and will include the number of days counted as of the date of the agreement to extend the time-line.

5.5 Procedure - Level One

- 5.5.1 A grievance as defined, must be filed in writing and signed by the grievant, alleging which terms or provisions of this Agreement under which the dispute arose, and must be filed not later than sixteen (16) school days after the Teacher or the Association first knew (or should have known) of the act or condition upon which the grievance is based.
- 5.5.2 The written grievance must first be presented to the affected Teacher's appropriate supervisor or his/her designee, except as noted in Section 5.4., above.
- 5.5.3 The above condition(s) does not prevent the party in interest from first discussing the issue with his/her immediate supervisor with the object of resolving the issue informally. See section 5.4.1., above.
- 5.5.4 Within eight (8) school days after receipt of a grievance, the appropriate supervisor or his/her designee, shall meet with the affected Teacher for the purpose of discussing the merits of the grievance involved.
- 5.5.5 The immediate supervisor shall within eight (8) school days render his/her decision and the reasons in writing to the Teacher and his/her representative if any.

5.6 Level Two – Superintendent (or his/her designee) of Schools

- 5.6.1 In the event the grievance is not resolved at Level One, the affected Teacher may submit the unresolved written grievance to the Superintendent or his/her designee no later than eight (8) school days after receiving the written reply from his/her immediate supervisor.
- 5.6.2 If the grievance is not filed with the time limit (eight school days), the grievance is withdrawn.
- 5.6.3 The Superintendent or his/her designee shall meet with the affected Teacher and/or a representative of the Teacher's own choosing within the eight (8) school days after receiving the grievance.
- 5.6.4 The Superintendent or his/her designee shall forward to the affected Teacher and his/her representative, if any, within eight (8) school days after the meeting referred to in subparagraph 6.3., above, a written response to the grievance.
- 5.6.5 As part of the disciplinary process, at its discretion and based on the severity of the alleged behavioral issue, the District may hold a pre-disciplinary meeting with an employee who staff recommend be subject to disciplinary action . The pre-disciplinary meeting will be held prior to the Superintendent's issuance of a disciplinary recommendation to the Board as required by NRS Chapter 391. The pre-disciplinary meeting will be conducted by the Superintendent, or his/her

designee. The Association has the right to skip Level Two of the Grievance Procedure in situations where a pre-disciplinary meeting is held.

5.7 Level Three - Mediation

If the aggrieved party is not satisfied with the disposition of the Grievance in Level Two, Superintendent Level, then the parties may mutually agree to present the Grievance to Mediation within eight (8) school days after the Superintendent's response to Level Two.

Procedure for Grievance Mediation:

- 5.7.1 The Superintendent must respond to a Grievance request for Mediation within four (4) school days.
- 5.7.2 A Mediator will be obtained from the Federal Mediation and Conciliation Service.
- 5.7.3 The Mediator shall confer with the Superintendent or his/her Designee and the Association, and hold a hearing promptly. If the meeting is unable to be held within 16 school days, the Association has the option of moving the Grievance to the next level.
- 5.7.4 Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings.
- 5.7.5 If no solution is reached to the satisfaction of both parties, the Grievance and all information in Levels One and Two shall be submitted to the next level.

5.8 Level Four - Arbitration

- 5.8.1 In the event a grievance is not settled at Level Two, the Association or the individual Teacher, if such individual Teacher is asserting his/her right under NRS 288.140(2), not later than eight (8) school days after receipt of the written reply from the Superintendent may request arbitration in accordance with the provision set forth below. A request for arbitration shall be made by delivery to the Superintendent or his/her designee of a written notice of intent to arbitrate, provided that in the event such action is being taken by a Teacher acting as an individual, a copy of such request shall be delivered at the same time to the Association.

- 5.8.1.1 If both the District and Association agree to Expedited Arbitration in writing within five (5) calendar days of any request for arbitration pursuant to this Article, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association.
Within ten (10) calendar days after such written notice of submission to arbitration and written agreement to expedited arbitration, the District and the Association will agree to an arbitrator from a requested list of seven (7) arbitrators provided by the American Arbitration Association. Each party shall alternatively strike names from the list, and the name

remaining shall be the arbitrator. In striking names, the Association shall strike first.

- 5.8.2 Within five (5) calendar days after written notice of submission to arbitration, the Superintendent and the Association or the individual Teacher as provided for in the preceding section shall request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) by either party. Within ten (10) calendar days after receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternatively striking one name until the name of one arbitrator remains who shall be the one to hear the dispute in question. In striking names, the Association shall strike first. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator.
- 5.8.3 The arbitrator shall promptly schedule a hearing on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a Teacher acting as an individual, the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association's rights under NRS 288.033(2) or NRS 288.140(2) are involved. The arbitrator may make such further inquiry investigation as he or she deems necessary and, unless extended by mutual agreement, shall issue his/her report within thirty (30) calendar days from the final hearing day or submission of briefs, whichever is later.
- 5.8.4 Unless such rules are in conflict with this Agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the labor arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.
- 5.8.5 All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees, and the Association only and shall set forth his/her findings of fact, reasoning and decisions on the issues submitted. The arbitrator's decision shall be final and binding on all parties to this Agreement and shall be in accordance with the terms and conditions of this Agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this Agreement.
- 5.8.6 The expenses of arbitration shall be shared equally by the School District and the Association and/or the individual Teachers involved.

5.9 Release Time

Any investigation or processing of any grievance shall be scheduled outside of the Teacher's workday without pay.

5.10 Miscellaneous

- 5.10.1 Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his/her own choosing.
- 5.10.2 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative, or any participant in the grievance procedure by reason of such participation.
- 5.10.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. These files are to be available to the grievant upon request. . When a grievance is resolved, all written and printed materials acquired during the processing will be destroyed, unless such materials substantiated a violation of the Professional Practice Act (NRS Chapter 391), in which case this material will be placed in the personnel file of the individual(s) concerned.
- 5.10.4 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and an effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 5.10.5 All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
- 5.10.6 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.
- 5.10.7 The Board and the administration will cooperate with the Association in its investigation of any grievance, and further will make available to the Association such information pertinent to the grievance.
- 5.10.8 Those settlements that are confidential will be mutually respected and remain confidential.
- 5.10.9 No reprisals of any kind will be taken by the School Board or by any members of the administration against any party because of filing a grievance or because they participated in the grievance procedure on behalf of the grievant and/or the Association.
- 5.10.10 The sole administrative remedy available to any Teacher for any alleged breach of this Agreement or any alleged violation of the rights assigned to teachers through this Agreement will be the grievance procedure set out in this Agreement. This provision applies to all claims/complaints/charges that the District has violated a right of the Association or a Teacher, including a claim, complaint, and/or charge that a teacher has been discriminated against in violation of this Agreement.

The parties agree that the Grievance Procedure set out herein is the most efficient means of resolving issues between the its membership and the District. As such the parties expressly waive the right to bring alleged violations of any rights under Nevada's worker's compensation statutes, NRS Chapter 613, Title VII of the Civil Rights Act of 1964, 42 USC § 1981, the Family Medical Leave Act, and any allegations under the Fair Labor Standards Act outside of the grievance procedures set out herein.

Nothing contained herein shall deprive a teacher or the Association from pursuing a claim, charge, or complaint that he/she/it has a legal right to pursue before the EMRB, or in state or federal court. However, should the Association or any teacher, pursue a complaint or charge under NRS Chapter 391, or another administrative remedy other than that provided under this grievance procedure, he/she/it will not be entitled to challenge the same issue through the application of the Grievance Procedure set out within this Agreement. The purpose of this provision is to prevent duplicative arbitration and litigation which could result in conflicting decisions.

Article VI - Association Rights

6.1 Association Rights

- 6.1.1 The School Board hereby agrees that every certified employee of the school district shall have the right freely to join the Association for the purposes of supporting the cause of education and the welfare of the Teachers and Children.
- 6.1.2 The School Board will not discriminate against any Teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association, or his/her participation in any grievance.
- 6.1.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. All use will be coordinated with the building Principal. Any janitorial expense incurred because of the meeting outside the normal school day or week will be the responsibility of the Association.
- 6.1.4 The Association shall have the privilege of using School District equipment, such as copiers, computers, fax, etc. The Association will pay a flat fee of \$250.00 per year for use of District equipment. The Association will reimburse the district for actual costs of fax transmissions made for Association business. The Association will assume responsibility for any damage to involved equipment caused by improper operation during its use by the Association. The Association agrees to use equipment at times which gives priority to instructional purposes.
- 6.1.5 The Association shall have the privilege to install and maintain a bulletin board in each teachers' lounge of each school building. Maximum size shall not exceed four feet by four feet. Copies of materials to be displayed on each such bulletin board will be shown to the building Principal. The Association shall have the exclusive right to use school mailboxes and interschool mail service provided that all material is identifiable as Association material and the Association accepts the responsibility for such material. Copies of such material shall be made available to the building Principal.
- 6.1.6 The Association shall be allowed adequate time (30 minutes) during the first general meeting of all Teachers at the beginning of each school year for presentation of the Association and its officers. Furthermore, the LCCTA president will be given recognition of the Teacher of the Year program and his/her presentation will be sequenced so as not to have the president the last item or event on the program.
- 6.1.7 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. The Association will be charged the substitute daily rate for all Association leave taken.

6.2 Communication and Policy Change

- 6.2.1 When changes are made with reference to district policy, the Association will be notified of such changes and, if possible, will have prior notification. Employees are required to comply with Board Policies. Board Policy, when in conflict with the Master Contract, is superseded by the Master Contract.

Article VII - Rights of Teachers

- 7.1 The School District will provide legal assistance for any Teacher who is sued for assault or other alleged instances which occur in the pursuit of his/her duties. The extent of such legal assistance is that provided in connection with the School District's liability insurance protection.
- 7.2 No written criticism concerning a Teacher shall become a part of the Teacher's personnel file without the Teacher first being presented a signed and dated copy thereof within a reasonable time after a problem is recognized and given the opportunity to discuss the matter with the Principal.
 - 7.2.1 Following the first meeting about the potential written criticism the principal has eight (8) school days to complete the final document for submission to the Teacher for his/her signature and placement in the Teacher's personnel file.
 - 7.2.2 The material must have a clear and definable course of action to assist the Teacher toward improvement in areas of concern.
 - 7.2.3 The material must have a date when the material will be removed from the Teacher's file.
 - 7.2.4 The Teacher has the right to answer any written material and place it in their personnel file.
 - 7.2.5 The Principal's final decision and the Teacher's answer shall be submitted to the appropriate supervisor who shall forward it to the person responsible for maintaining such files. This person shall attach the answer to the related material in the file and send verification to the Teacher that the material has been attached and filed.
 - 7.2.5(a) If a request for information is made by the appropriate authorities related to this issue, the Teacher's answer shall be forwarded along with related document.
 - 7.2.6 No un-attributed materials shall be placed in the teacher's official personnel file.
- 7.3 Personal observations by the Principal regarding specific behaviors which may be included as the basis for a developing or ineffective evaluation shall be called to the employee's attention in writing as per applicable performance evaluation guidelines established in NRS 391 and/or

as approved and published by the Nevada State Department of Education within sixteen (16) school days after the observation.

- 7.3.1 Observations which contribute to a teacher's summative evaluation rating may take place virtually (through streaming video platform) but will be conducted in person when possible.
- 7.4 A Teacher may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.
- 7.5 The Teacher shall be protected by the Principal against all unnecessary interruptions during classroom time. This is not to exclude normal classroom visitations by the Principal.
- 7.6 Routine maintenance and repair work should be accomplished with the least possible interference to classroom activities at the discretion of the Principal.
- 7.7 Teachers hired after the beginning day of a school year shall be given credit for one full year of service and shall be eligible for advancement on the salary schedule provided they have been employed for 690 working hours by the District.
- 7.8 Teachers shall be informed of their teaching assignments for the ensuing year, as well as the schools in which they are to teach, prior to the end of the current school year. Teaching assignments may change due to extraordinary or unforeseen circumstances with the concurrence of the Association President and the Superintendent.
- 7.9 The Specified term of the contracted hours of employment within each Teacher's contract will be 1402 hours not to exceed 151 days (Teaching Hours which are defined as the total of all hours in 144 teaching days). The rate of reduction and the rate of additional compensation shall be based on 1/1402th hours or 1/151th days of the individual certified staff member's salary, depending upon the schedule to which the teacher is assigned.
- 7.10 Teachers shall not be compelled to attend meetings at which sales personnel are giving presentations. The Association and its representatives shall not be considered sales personnel.
- 7.11 No post-probationary Teacher will be disciplined, suspended, demoted, terminated, or dismissed without Just Cause. Probationary teachers shall retain all rights under NRS Chapter 391.
- 7.12 A Teacher may request and have representation from the Association at any scheduled meeting with an administrator when the meeting deals with matters relating to disciplining the Teacher.
- 7.13 The District will consult with the Association and consider its recommendations before any changes are made in the Teacher evaluation policy. The District will follow applicable performance evaluation guidelines established in NRS Chapter 391 and/or as approved and published by the Nevada State Department of Education.

7.14 The District shall provide teachers with information regarding students that have, within the past three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person and with whom they may have consistent contact as specified in NRS 392..

7.15 Members of the bargaining unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.

7.16 Notification of Complaints

Except for criminal or welfare investigations, no formal action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter has been reported in writing to the teacher within eight (8) school days of said complaint. Notice shall be deemed adequate if it is mailed to the address provided by the teacher by certified letter.

Any complaint which is not acted upon after investigation by the District shall not be considered in the teacher's evaluation and shall not become part of the teacher's personnel file and shall not be used against the employee in any action by the District.

If a Teacher requests a copy of a complaint, the District may supply the Teacher with a redacted copy of the complaint so as to ensure that the identity of the co-worker remains confidential.

If a complaint is relied on by the District to support disciplinary action, the identity of the complainant will be revealed if the complaint is requested during the grievance process.

7.17 Parent Complaints

Teachers shall be provided copies of any written parent complaints prior to being placed in the personnel file. Teachers shall have the right to be present during parent conferences that bear upon the teacher's responsibilities, but is not required to be present, and shall be given prior notification of the nature of the meeting. The notification can occur immediately prior to the meeting, e.g. a telephone call from the administrator, and should give the teacher an opportunity to bring any relevant materials to the meeting. A principal may confer with the parents without teacher attendance when such meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

7.18 Lander County School District will not direct any employee to perform a duty that violates a health and/or safety guideline established by the Nevada State Occupational Safety and Health Administration (OSHA) or the provisions of NRS Chapter 392.

7.19 Certified staff shall have the right to a fair evaluation in accordance with the evaluation procedures set out in NRS Chapter 391. Should an employee feel like their evaluation was conducted in violation of NRS Chapter 391, they have the right to grieve the procedures applicable to the development of their evaluation. Grievances must be filed within eight (8) contract days, and such grievances must be accompanied by a copy of the evaluation at issue,

all observations, pre- and post- conference dates and a written statement why the employee feels like their evaluation did not comply with NRS Chapter 391’s procedural requirements. If an employee’s evaluation is deemed not to comply with NRS Chapter 391, the District will reevaluate the employee in compliance with a reevaluation schedule established between the employee and the District Superintendent, and or, his/her/their designee.

- 7.20 The Association recognizes the use of surveillance cameras (audio and video) as an important tool in the safety and security of our students, staff, families, and facilities. The use of classroom surveillance cameras shall be limited to administrators and law enforcement officers when a situation warrants that law enforcement needs to intervene. Administrators may authorize staff and legal counsel to review surveillance camera recordings when necessary for an administrative purpose, including conducting internal investigations and/or issuing discipline. Administrative assistants may not access surveillance cameras without prior written authorization from an Administrator concerning the event under review, unless the footage relates to public areas, including the outside perimeter of their building, hallways, and common areas. If a family member of a student requests to see surveillance footage, every effort will be made to protect the identity of other students in accordance with FERPA. Should surveillance be shown to a family member, teachers shall have the right to be present during the viewing of the footage. Surveillance camera footage (audio and video) will not be used as evidence of a teacher’s performance in the teachers’ annual evaluation without prior written consent, this restriction does not apply to disciplinary action noted in an evaluation which relied on surveillance footage as a basis for the disciplinary action. Staff may request to review footage of themselves and their classrooms; no reasonable request will be denied. Footage may be requested within 30 days of an incident.

Article VIII - Professional Behavior and Progressive Discipline

- 8.1 The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of statute, policy, or guidelines applicable to staff performance and/or conduct by a Teacher reflect adversely upon the teaching profession and create undesirable conditions in the school system. Such conduct may be subject to disciplinary action, at the discretion of the District, up to and including termination. The severity of disciplinary action will be based on the severity of the misconduct. The District will apply progressive discipline in accordance with the progressive discipline guidelines set out in Article 8.2.
- 8.2 Progressive Discipline Process:
- 8.2.1 Progressive disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which do not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.

- 8.2.1 The District will, through a progressive discipline system, give employees the opportunity to improve 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 or behavior being corrected. The District will use its Educator Behavior Assistance Plan (EBAP) document to structure behavioral and conduct based disciplinary responses and admonitions, where appropriate. For instructional issues, the District will use the state NEPF Employee Assistance Plan form (EAP), whichever document applies to the situation.

The District, at its discretion, may issue discipline at any level of the framework set out in this provision, in response to the severity of the performance and/or behavioral matter at issue, as set out in the EBAP or EAP, whichever document applies in the situation.

- 8.2.2 If disciplinary action is deemed necessary, the District will follow the steps of progressive discipline set out below, unless, at its determination, heightened disciplinary action is warranted:

8.2.2.1 Verbal Warning:

A verbal warning is given to the employee for the first occurrence of a minor offense. A verbal warning is administered by the employee's immediate supervisor. Written documentation of the verbal warning will be recorded on an EBAP / EAP, and placed in the employee's file for one calendar year from the date of the warning. After one-year documentation for the verbal warning will be removed from the employee's file.

8.2.2.2 Written Reprimand:

A written reprimand is given to the employee in the first instance of more serious offenses or after repeated instances of minor offenses. The reprimand is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit.

The written reprimand will be documented on an EBAP/EAP and placed in the employee's file along with a copy of the written reprimand. Once the conduct and/or behavior issue has ceased, the EBAP / EAP and written reprimand will be removed from the employee's file and destroyed three (3) years from the last occurrence of the behavior and/or conduct as indicated on the EBAP / EAP.

Where the District finds that a teacher's conduct or behavior warrants this level of disciplinary action, the District may issue a written reprimand without issuing a verbal reprimand as set out in this provision.

The employee is required to read and sign the formal reprimand and associated EBAP / EAP. He/she has the right to appeal this matter to the Superintendent, or his/her designee. Written reprimands are not subject to grievance under this Agreement.

8.2.2.3 Suspension Without Pay:

If, despite previous warnings or reprimands, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. While suspended, the employee is barred from working for the period of time set out in his/her suspension, and his/her salary is reduced accordingly.

Alternatively, where the District finds that a teacher's conduct or behavior warrants this level of disciplinary action, the District may issue a suspension without engaging in the lesser levels of disciplinary action set out in this provision.

The length of a suspension-without-pay may range from one (1) to sixteen (16) days. The employee is required to read and sign the formal disciplinary decision and EBAP/EAP.

8.2.2.4 Termination:

After sixteen (16) days of suspension during one school year, a decision to terminate employment may be made.

Alternatively, where the District finds that a teacher's conduct or behavior warrants this level of disciplinary action, the District may terminate a teacher's employment without engaging in the lesser levels of disciplinary action set out in this provision.

The employee is required to sign the disciplinary decision, EBAP/EAP, and formal termination documents and has the right to grievance regarding the disciplinary decision.

- 8.2.3 Signatures on disciplinary documents indicate the employee has received a copy of the document and does not indicate they agree.

Article IX - Teacher's Hours - Teacher Work Day

- 9.1 Teachers shall not be required to be on a total schedule of more than 37.5 hours per week including lunch with the exception of the following:
- 9.1.1 In an emergency, teachers may be required to remain longer to attend general faculty meetings and special meetings when called by administrators.
 - 9.1.2 The responsibility of the Teacher to be available for conferencing with parents is recognized as a Teacher's professional responsibility and shall be encouraged by the Association. Teachers are expected to be available to parents and students for consultation outside regular school hours at mutually convenient times.
 - 9.1.3 Each building administrator working with his/her instructional staff shall define and coordinate instructional and non-instructional assignments which are parts of his/her building's standard instructional program.
 - 9.1.4 Assignments outside this time period will be first offered to staff members on a voluntary basis. Assignments not accepted voluntarily will be assigned among all staff members in an equitable manner by the building administrator.
 - 9.1.5 Every effort will be made to limit non-voluntary assignments outside the Teacher workday to one per staff member in any four (4) week period of the school year.
 - 9.1.6 Non-instructional assignments referred to in this section are defined as academic team meet workers, gate security, announcing games, timekeeper, table assistant, concession, football chain crew, line judge, and other assignments related to athletic events. All such voluntary or assigned duties shall be paid at the rate of \$12.00 per hour.
 - 9.1.7 Unless scheduling conflicts or program demands interfere, aides employed by the school will be assigned recess, bus, or lunch duty as part of their responsibilities.
 - 9.1.8 The building administrator shall have the authority to permit divergence by Teachers from the regular school day.
 - 9.1.9 Teacher participation in open house night and Parent-Teacher conference nights are required within the 1402 hour contract.
 - 9.1.10 Each building administrator and PLC team members will establish PLC focus and direction yearly, per semester, or monthly as determined by the group. PLC time may occasionally (pending approval of all involved parties and the principal) be used for IEP, MDT, and ICAT meetings. District directed content shall be part of the administrator's allotted PLC time
- 9.2 Teachers shall have duty-free lunch of not less than thirty (30) minutes without interruption.

- 9.3 Travel time of any Teacher required to travel during the normal school day shall be considered as part of such Teacher's teaching day. Mileage will be granted such Teachers when using their own vehicles if transportation is not provided.
- 9.4 The District is encouraged to consult with the Association regarding any contemplated changes to preparation periods.
- 9.5 All Teachers in the District shall have no more than a maximum of seven and one-quarter hours (7 hours and 15 minutes) of instruction per day, not to exceed twenty-nine instructional hours per week (29 hours). For the purpose of alternative scheduling teachers will have no more than a total of 58 hours biweekly.
- 9.6 The District shall provide time for Teacher preparation and planning during the regular Teacher school day. This time shall be used to develop and refine professional skills, and to enhance instructional effectiveness.
- 9.7 Teachers shall be assigned not less than 45 consecutive minutes per day as preparation time. The District shall have the authority to schedule the preparation period before, during, or at the end of the student instructional day. Teacher preparation periods shall be uninterrupted and free from other assignments. Teachers, however, shall have the discretion to arrange parent or student conferences, or meetings with District staff during the preparation period.
- 9.8 To ensure uninterrupted consecutive preparation time the daily starting and ending times may be adjusted for individual teachers.
- 9.9 Teachers who are required, in the course of their employment, to travel between buildings, will be scheduled to provide sufficient time for such travel. Travel requirements greater than one-half (½) mile, one-way, will be reimbursed to the Teacher at the state mileage rate, if District transportation is not available.
- 9.10 Teacher preparation will be prorated on the basis of half time or full-time employment.
- 9.11 The Association shall be consulted regarding alternative scheduling plans to ensure the plan meets the parameters of the contract.

Article X - Reduction in Force

- 10.1 The School district retains the right to determine when a reduction-in-force (RIF) layoff is necessary, the number of individuals whose employment must be terminated, and the areas of instruction and/or School District operations within which such reductions in force will occur. The LCCTA President will be notified of any such reduction and LCCTA will be given opportunity to confer and consult with the District prior to any such reduction.
- 10.2 Any RIF implemented by the District will be conducted in accordance with NRS 288.151.
- 10.3 Procedures for RIF of Post-Probationary Teachers:

Lander County Classroom Teachers' Association
Contract with Lander County School District
July 1, 2023 – June 30, 2025

In the event that further staff reduction is necessary and a teacher's seniority as defined by NRS 288.151 becomes a factor in the District's decision determining the order in which remaining teaching staff will be reduced. The Board will determine seniority based on

the number of years of service commencing with the first day of the semester in which a teacher begins working for Lander County School District. Teacher(s) commencing work after the beginning of the semester shall be credited with proportionally less seniority, as determined by the actual date the Teacher(s) began work subsequent to the beginning of the semester.

In the event two or more Teachers have the same semester seniority, Teacher(s) commencing work after the beginning of the semester shall be credited with proportionately less seniority, as determined by the actual date the Teacher(s) began work subsequent to the beginning of the semester.

- 10.4 In the event that two or more Teachers have the same seniority, the following determination of seniority will take place:
 - 10.4.1 Date of Hire;
 - 10.4.2 Date the Letter of Intent or Teaching Contract was signed;
 - 10.4.3 Date of Application to the District;
 - 10.4.4 Draw Lots.
 - 10.4.5 Service rendered beyond the normal 151-day school year (i.e., summer teaching, etc.) shall not add to the Teacher's seniority.
- 10.5 Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.
- 10.6 Employees may be on lay-off status for up to three years. The District will maintain a list of those employees on lay-off status. A copy of the list and any changes will be provided to each employee on lay-off status and the Association. Any teaching vacancy not filled by transfer/reassignment will be offered to those employees on lay-off status in reverse order of lay-off (i.e., the most senior laid-off employee, first recalled), provided he/she holds the minimal requirements of licensing.
- 10.7 Notice of recall will be given by registered mail at the last address given to the District by the employee. A copy of the notice will also be provided the Association. Failure to accept recall in writing postmarked within ten (10) days of the postmarked notice of recall will constitute a refusal of the position offered. Persons on lay-off status should consider maintaining communications with the District office when extended out-of-town travel is undertaken.
- 10.8 Employees on lay-off status will remain on the recall list unless an employee:
 - 10.8.1 Waives recall rights in writing;
 - 10.8.2 Resigns;
 - 10.8.3 Fails to accept recall to the position held immediately prior to lay-off.

Upon return to employment following recall the employee will be entitled to all rights and benefits under this agreement including accumulated and unused sick leave.

- 10.9 The District will provide the Association President or designee with current seniority list not later than October 1st of each school year. Any disagreements regarding the list will be resolved under the negotiated grievance procedure. The current list will be posted on the Association’s bulletin board located at each school site.

Article XI – Vacancies, Transfers, and Reassignments

11.1 Vacancies:

- 11.1.1 A vacancy is any position previously held by a licensed employee, or which is newly created by the Board of Trustees and must be filled by a licensed employee, which is not subject to an internal worksite reassignment.
- 11.1.2 All vacancies shall be posted on the District’s website for at least four (4) working days before the vacancy is advertised to the public. During the school year, all vacancies will be emailed to all teachers at least four (4) days before the final date for submitting applications.
- 11.1.2.1 All positions will first be opened to current licensed District employees for a period of four (4) working days prior to the position being posted to applicants outside the school district.
- 11.1.3 Applications from currently employed Teachers will be accepted and given equal consideration to new applications for transfer or promotions into positions for which they are qualified.
- 11.1.4 No vacancy shall be filled until the vacancy has been posted for a period of four (4) working days, with the exception 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

11.2 Transfers and Reassignments:

11.2.1 Definitions:

11.2.1.1 Transfer

The term “transfer” shall mean the movement of a teacher from one work site to another work site.

11.2.1.2 Reassignment

The term “reassignment” shall mean the movement of a teacher from one grade level or subject area to a different grade level or subject area at the same work site.

- 11.2.2 A Teacher, who is transferred or reassigned, shall not suffer loss of salary, fringe benefits, or seniority. This includes Teachers returning from approved leave of absence.
- 11.2.3 The Teacher to be transferred or reassigned will be given enough advance notice to make the transition smoothly. The Teacher will be given three (3) school days, without students, to prepare in the case of transfer or reassignment during the school year. The District will provide assistance in moving the Teacher’s materials if classroom relocation is necessary.
- 11.2.4 Reasonable moving cost will be borne by the District if a teacher is transferred to another attendance area.
- 11.2.5 Voluntary Transfer or Reassignment
 - 11.2.5.1 The District shall seek volunteers for transfer or reassignment when filling a vacancy. All vacancies, which are not subject to an involuntary reassignment based on school needs, will first be opened to current licensed employees for a period of four (4) working days prior to the vacancy being posted to applicants outside the school district.
 - 11.2.5.2 Licensed employees will be notified of these vacancies via District e-mail.
 - 11.2.5.3 Employees seeking voluntary transfer or reassignment must complete an abbreviated application for every vacancy to which they wish to transfer or be reassigned and will be guaranteed an interview at that school/work site. This process will be followed for all vacancies created between October and 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 four (4) day posting period outlined above and qualified candidates will be guaranteed an interview.
 - 11.2.5.4 Should an employee be the only transfer or reassignment 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.
 - 11.2.5.5 The district will consider the following criteria for all applicants for transfer or reassignment: teacher license; teacher license endorsements; past professional experiences; other related work experiences in the District; college major and minor areas of concentration; degree held; other subject matter criteria peculiar to the positions being sought; experiences in school and community activities.

11.2.5.6 In the event the applicant for transfer or reassignment is not selected for the position, the reasons will be provided in writing to the Teacher by the Principal.

11.2.6 Involuntary Transfer

11.2.6.1 Involuntary transfers within the District shall be considered in the spirit of providing the best possible education for students.

11.2.6.2 Criteria for considering changes will be a request for volunteers:

1. If no volunteers, the least senior teacher who is qualified to teach the position will be assigned the position.
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, the District will help with the move.

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

11.2.7 Involuntary Reassignment

11.2.7.1 A school administrator may reassign teachers based on the needs of the school. Reassignment shall always be considered in providing the best possible education for students and shall not be punitive in nature. Involuntary reassignment will not be punitive in nature.

11.2.7.2 Reassignment at each school site shall be the responsibility of the site administrator based on the needs of the school and students.

11.2.7.3 In grades Kindergarten through Six (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, the District will help with the move.

Article XII - Group Insurance

12.1 District Health Insurance Benefit.

12.1.1 Definitions:

- (a) Lander County School District Health Insurance Plan(s) (the “Plan(s)”). The Plan(s) is/are the group health insurance plan or plans established by the Insurance Committee.
- (b) Lander County School District Insurance Committee (the “Committee”). The Committee is the body responsible for managing the Plans.
- (c) Plan Administrator. The Plan Administrator is the administrative body employed by the District to manage enrollment, the costs and claims incurred by the plans, and general administration of the Plans. The Plan Administrator reports enrollment, costs and claims incurred by the Plans, invoices the Plans to ensure costs and claims incurred within the Plans are paid by the District, and notifies the District of administrative matters.
- (d) Employee / Teacher. An employee is a certified teacher employed by the Lander County School District.
- (e) Retiree. A Retiree is a retired employee or teacher.
- (f) Dependent. A Dependent is a child or spouse, or other legally eligible individual as decided by the Committee, of a Teacher/Employee or Retiree.
- (g) Monthly Employee Only Cost (the “MEOC”). The MEOC is the monthly cost of an individual employee’s enrollment in the Plan that the employee elects to participate in. The MEOC is determined by dividing the total costs and claims incurred by the individual employee’s elected Plan, as set out in the monthly report created based on the total costs and claims reported by the District Plan Administrator.
- (h) Overage(s). When a Plan’s MEOC exceeds the negotiated Maximum Contribution, that Plan is experiencing an overage. The difference between the MEOC and the Maximum Contribution per Employee is the amount of overage.
- (h) Regular Monthly Contribution. The Regular Monthly Contribution is the negotiated amount that the District will contribute on a monthly basis to the Plan(s) based on an employee’s Plan enrollment.
- (i) Maximum Monthly Contribution. The Maximum Monthly Contribution is the negotiated maximum amount that the District will contribution on a monthly

basis to the Plans(s) based on an employee's Plan enrollment. The District is only required to make the Maximum Monthly Contribution to the Plan(s) when a Plan's MEOC exceeds the amount of the negotiated Regular Monthly Contribution.

- (j) Employee Contribution. An Employee Contribution is an amount established by the Committee which is deducted from employee paychecks to cover the cost of MEOC amounts that exceed the amount of the Maximum Monthly Contributions.
- (k) Insurance Fund (the "Fund"). The Fund is a budgetary fund established by the District to hold funding set aside for the purpose of paying claims and costs associated with Employee, Dependent, and Retiree participation in the Lander County School District Health Insurance Plan(s). Funding in the Fund will be reserved for healthcare uses as set forth in this Article.
- (l) PPO Plan. A PPO, or Preferred Provider Organization, Plan is a type of health insurance under which coverage is provided to participants through a network of selected health care providers, such as hospitals and physicians. Enrollees may seek care outside the network but pay a greater percentage of the cost of coverage than within the network. As used in this Article, the term PPO Plan refers to the District's PPO Plan option.
- (m) HSA Plan. An HSA, or Health Savings Account, is a personal savings account that may be set up on behalf of an employee to cover healthcare costs. As used in this Article, the term HSA Plan refers to the District's HSA Plan option, a high deductible health insurance plan that allows an employee to establish an HSA account from which pre-tax funds may be used to cover qualifying medical costs and expenses.

12.1.2 The School District agrees to offer group health insurance coverage, within the terms and conditions of the current Lander County School District Health Insurance Plan(s) to all employees and their dependents.

12.1.3 Life Insurance.

The District agrees to pay life insurance for its employees.

12.1.4 Retiree Benefit.

Teachers retired ("Retiree") from the District may purchase the above-referenced policies at the negotiated premium rates. At the time a Retiree, or a Retiree's Dependent, qualifies for Medicare, that Retiree and/or Dependent is no longer eligible to participate in the District's Insurance Plan(s).

12.1.5 Dependent and Retiree Premium Rates.

The premium rate for Dependent and Retiree coverage for participation in either the PPO or HSA Plan are set out in “Schedule C,” and are subject to change from time to time at the direction, and sole discretion, of the Committee.

12.2 Plan Options.

The District will offer employees a choice for enrollment in a District sponsored health care plan covering medical, dental, vision, and term life insurance. During the annual open enrollment period, employees may choose to enroll in one of the following medical care plans offered by the District:

- (a) District regular group medical insurance plan (the “PPO Plan”), or
- (b) District high deductible medical insurance plan with a health savings account (the “HSA Plan”).

12.3 District Insurance Fund

12.3.1 Administration of the Insurance Fund.

(a) Establishing the Insurance Fund.

Effective the first full pay period following the execution of this Agreement, the District will establish an Insurance Fund. At that time, the District will divide the Fund into two sub-funds, the PPO Fund and the HSA Fund (collectively the “Funds”). For example, the PPO sub-fund (the PPO Fund) will hold all contributions attributable to Employees, Dependents, and Retirees enrolled in the PPO Plan.

(b) Funding the Insurance Funds.

Effective the first full pay period following the execution of this Agreement, the District will fund the PPO and HSA Funds beginning on the first day of the month following the execution of the Agreement by the Board of Trustees. Funding for each Fund will be contributed by the District based on the number of Employees enrolled in the District’s PPO and HSA Plans on the day of funding. Additionally, the District will deposit all premium payments from Retirees and Employees related to Dependent and Retiree participation in the Plan in which they are enrolled. All Dependent and Retiree Premium payments will be deposited in the Fund associated with the Plan in which the Retiree or Employee is Enrolled.

(c) Interest and Income on Fund Balances.

All income and/or interest earned on funds within the PPO and HSA Funds will remain in the respective Fund. Every month, at the end of the month, the District will calculate the interest earned for each Fund based on the Fund’s ending fund balance that month and will attribute interest to the relevant Fund based on that month’s Nevada State Treasurer’s Local Government Investment Pool (“LGIP”) interest rate at that time. Interest attributable to each Fund in accordance with the

calculation set forth herein will then be deposited in the respective Fund by the District.

(d) Monthly Fund Contribution Adjustment.

Each month, the District will adjust funding to correlate with the number of employees enrolled in the PPO and HSA Plans, adjusting its monthly contribution to reflect the number of Employees enrolled in each plan and the amount of the required contribution based on MEOC.

Where an Employee Contribution is received, the Employee Contribution will be deposited in the Fund associated with the Plan in which the Employee is enrolled.

(e) Fund Usage Restriction.

The District may not deduct funding from the Fund(s), except to repay costs and claims associated with Plan enrollment and usage and to repay District Premium Loans, as set out below, without prior consent from the Committee. The Funds may not be used for non-insurance related purposes such as augmenting other benefits, including wages.

12.3.2 District Premium Loans.

(a) When a Premium Loan May Be Issued.

Where the MEOC exceeds the District's Maximum Contribution for Employees in the PPO and/or HSA Plans, the Plan is considered to be experiencing "overages." The District may agree to loan the Fund funding to cover the difference between the actual monthly premium rate and the maximum contribution set out in Article XII. The District's decisions to provide, or not provide, a District Premium Loan and the amount of the Loan, and the number of months of overages the District agrees to cover with a Loan are discretionary, and not subject to grievance.

(b) Method for Replaying District Premium Loans.

District Premium Loans must be repaid to the District from the PPO and/or HSA Fund balance, whichever Fund experiences the MEOC related overage and requests a Loan. Payment against a District Premium Loan will be made in installments determined by the Insurance Committee. Premium Loan Payments must start within one year of the date that the Loan accrues, and a Premium Loan must be repaid in its entirety within six years of the date that the Loan accrues. A Premium Loan accrues on the date that the District agrees to pay a Plan's overages. The District will not charge interest against a Premium Loan.

(c) Costs and Claims Incurred in 2023:

The District agrees to cover all costs and claims incurred by the PPO and HSA plans between January 1, 2023, and December 31, 2023. This overage coverage will not be issued in the form of a District Premium Loan and is not required to be repaid. A cost and/or claim is incurred at the time of expenditure, not at the time a bill is received from the provider/pharmacy.

(d) Costs and Claims Incurred Between January 1, 2024, and March 30, 2024.

The District agrees to provide a Premium Loan to cover all costs and claims incurred by the PPO and HSA Plans between January 1, 2024, and March 30, 2024, that exceed the Maximum Contribution amounts contributed to the PPO and HSA Plans by the District for those months. This Premium Loan must be repaid in accordance with the terms of this Article. Repayment of the District's Premium Loan must begin within one year of the date that the loan accrues. The entire Premium Loan must be repaid within six years of the date that the loan accrues.

(e) Overages Incurred After March 30, 2024.

After March 30, 2024, should the MEOC for participation in the PPO and/or HSA Plans exceed the District's Regular Monthly Contribution, the Insurance Committee will convene within fourteen (14) calendar days of receiving notice of the overages from the District. At that time, the Insurance Committee will meet and determine a monthly Employee Contribution Amount that will be collected from employees, through a pre-tax payroll deduction, to cover overages in accordance with this Article. Employee contributions will be collected during the next pay period following the Committee's meeting to determine the amount of Employee Contribution required.

If a Plan experiences an overage after March 30, 2024, the Committee will immediately notify all Employees and Retirees enrolled in the Plan experiencing overages as follows: (1) their Plan is still experiencing overages, (2) the amount of the overage, (3) the Committee is meeting to determine an Employee Contribution that will be deducted from the Employee's paycheck following the meeting. Following the meeting, the Committee will immediately inform Employees and Retirees of the amount of the Employee Contribution established by the Committee.

12.3.3 Accounting.

- (a) The District will maintain separate accountings for its PPO and HSA Plans. Each month the Insurance Committee will be provided with a statement accounting for the following information concerning the funding for the PPO and HSA Plans: (1) the beginning balance of the respective plan's Fund; (2) the ending balance of the Fund; (3) all monies deposited into and withdrawn from the Fund; and (4) a statement concerning the Fund's health year over year.
- (b) Each month, the members of the Insurance Committee will be provided a monthly statement from the Plan(s) administrators outlining expenditures and contributions impacting the fund balance for the Plan(s) and recording those costs over the twelve

(12) months immediately preceding the monthly statement. The statements and reports provided to the Committee should provide sufficient information for the Committee to understand the fiscal health of the Insurance Fund, but the statements and reports provided to the Committee must not contain personal identifying information for any Plan members.

- (c) Use of funds in the PPO and HSA Funds will be limited to costs associated with the District's Health Insurance Plans, including payments of benefits and fees, payment of ordinary and usual expenses associated with the operation of the Fund, including administration fees.

12.4 District Contributions.

12.4.1 PPO Plan Enrollment.

The District agrees to contribute \$1,000.00 per month to the PPO Fund for every employee enrolled in the PPO Plan and will contribute up to a maximum \$1,200.00 per month to cover the MEOC when the cost of an Employee's monthly participation in the PPO Plan exceeds \$1,000.00.

12.4.2 HSA Plan Enrollment.

Alternatively, for employees enrolled in the District's HSA plan, the District will contribute \$700.00 per month to the HSA Fund for every employee enrolled in the HSA Plan, and up to a maximum amount of \$900.00 per month to cover the MEOC when the cost of a member's monthly participation in the HSA plan exceeds \$700.00. Employees enrolled in the HSA Plan may request pre-tax amounts be withheld from an Employee's regular paycheck and contributed toward their HSA account, up to the current federal limit.

12.4.3 Employee Contributions

(a) Addressing Overages.

i. *Level One Overages.*

A Level One Overage occurs when the MEOC associated with the PPO and/or the HSA plan(s), as determined by the cost/claim analysis provided by the District's Plan Administrator, exceed the District's Regular Monthly Contributions to the PPO and/or HSA Plan for a single month.

Effective January 1, 2024, when a Level One Overage Occurs, the Insurance Committee will meet within fourteen (14) calendar days of receiving notice of the overage(s). At that time, the Committee will discuss the health of the Funds, in particular the health of the Fund(s) encountering the overages, the aggregate amount of overages for that period, and the reason(s) for the overages.

ii. *Level Two Overages.*

A Level Two Overage occurs where the MEOC associated with the PPO and/or HSA plan(s), as determined by the cost/claim analysis provided by the relevant Plan Administrator (i) exceed the Regular Monthly Contribution for the PPO and/or HSA Plans(s) for two months within a four-month period, or (ii) exceed the District's Maximum Monthly Contribution for the PPO and/or HSA Plan(s) during a single month.

Effective January 1, 2024, when a Level Two Overage occurs, the Insurance Committee will meet within fourteen (14) calendar days of notification of the overage by the District. During this meeting, the Committee will discuss the health of the subject Fund(s) and options for preventing further overages. At that time, the Committee will discuss options for possible Employee Contributions to cover future MEOC overages and possible means of reducing costs and claims associated with the Plan in question, including a change to the benefits provided under the plan. Following the Committee meeting, the Committee will notify District employees of the overage(s), possible benefit impacts, and amount of a potential Employee Contribution if the overages continue.

iii. *Level Three Overages.*

A Level Three Overage occurs when the MEOC associated with the PPO and/or HSA Plan(s), as determined by the cost/claim analysis provided by the relevant Plan Administrator, (i) exceed the District's Regular Monthly Contributions to the PPO and/or HSA Plan(s) for three months during a six-month period, or (ii) exceed the District's Maximum Monthly Contribution for two months in a four-month period.

Effective January 1, 2024, when a Level Three Overage occurs, the Insurance Committee will meet within fourteen (14) calendar days of notification of the overage by the District to discuss the health of the subject fund(s). During this meeting, the Committee will discuss options for possible Employee Contributions to cover future premium rate overages and possible means of reducing costs and claims associated with the Plan in question, including a change to the benefits provided under the plan. During the meeting, the Committee will determine an Employee Contribution amount reasonably calculated to address the overages and to establish plan fund health, as set out in Subsection (b) below, and will alert the members' respective organizations, including members of the Association, in writing, that an Employee Contribution will be deducted out of the paychecks of the members participating in the plan experiencing overages.

Deductions may begin in the pay period following the issuance of the notice, but not less than 14 calendar days after the notice is issue, whichever period is longer.

The Committee has the authority to direct the District to assess any required deduction of the Employee Contribution determined by the Committee to be

deducted from employee paychecks. Such decisions and the following deductions are not subject to grievance.

Through December 31, 2024, the District will match any Employee Contributions required by the Committee.

(b) Plan Health and Committee Obligations.

It is incumbent on the Insurance Committee to establish a healthy Fund balance to cover overages, to pay back District Premium Loans in a timely manner, and to respond quickly to plan usage trends that will likely lead to the need for the Committee to implement Employee Contributions. A healthy Fund balance is equivalent to six months of Regular Monthly Contributions from the District, looking at the six months immediately preceding the meeting.

If either the PPO or the HSA plan fund drops below this threshold, the Committee has the authority to assess monthly Employee Contributions and must assess Employee Contribution(s) and order payroll deductions consistent with Employee Contribution(s) that are reasonably calculated to return the subject plan fund to the appropriate six-month threshold. While the amount of Employee Contributions, and the related payroll deductions, may be adjusted over time to conform with the subject Plan's needs and health, Employee Contribution amounts and related deductions must remain consistent until the subject plan reaches a healthy Plan balance, as set out herein.

12.4.4 Part-Time Benefit.

Employees working less than a full-time schedule may participate in the District's Health Insurance Plan. The District's Employee Contribution for employees working less than a full-time schedule will be prorated based on the number of hours the employee regularly works in a workweek, based on a full-time, nine (9) hour schedule. The remainder of the Regular or Max Contribution being contributed to the applicable Plan Fund will be paid by the Employee working less than a full-time schedule. Any Employee Contributions for any MEOC overages will be paid by the Employees in accordance with their existing pro-rated formula.

12.4.5 Unpaid Leaves of Absence.

Employees on unpaid administrative leave, or an unpaid leave of absence may elect to remain enrolled in the medical insurance plan, but will contribute the full monthly premium, based on the MEOC articulated in the Plan Administrator's claims and cost analysis during the period that the employee remains on an unpaid leave status, but not less than the District's negotiated Regular Monthly Contribution, which may vary from month to month. This provision does not apply to employees on Family Medical Leave Act leave. Employee contributions under Article 12.4.5 are not considered disciplinary.

12.5 The District Insurance Committee.

The District and the Association Agree to establish an Insurance Committee composed of one Board Member, four Teachers Association members appointed by the Association President, one administrator, the Classified Employee President, or his/her/their designee, and one retiree appointed by the Association.

- 12.5.1 The Committee is authorized to investigate and review the welfare of the Insurance Fund, establish Plans, determine plan benefits, including implementing modifications (including adjustments in premiums and changes to benefits), determine and assess Employee Contributions, and decisions concerning Stop-Loss Providers. The Committee's decisions / actions are binding on the parties and are not subject to grievance.
 - 12.5.2 Any changes to the District's contributions are subject to mandatory bargaining and shall be negotiated by the District and the Association.
 - 12.5.3 The insurance committee shall have the power to convene a special meeting. The Superintendent or Association President may call for a meeting of the Committee.
 - 12.5.4 The Plan fiduciary (Superintendent) shall call meetings of the Committee at any time he/she believes it prudent to meet. However, the Committee will meet at least once a quarter.
 - 12.5.5 All members of the Committee agree to work together, in good faith, to establish a plan that is cost effective and provides appropriate coverage and benefits for employees enrolled in the District's Healthcare Plans.
 - 12.5.6 Committee members may request the attendance of representatives and experts at Committee Meetings. Requests must be made in writing at least three days ahead of the Meeting. No request is necessary for the attendance of the Insurance Broker. No reasonable request will be denied. If an objectional invitation is offered, the Committee will vote on whether that person can attend the meeting.
 - 12.6.6 The Committee will establish rules for operation and administration of its Meetings. The Committee will elect a secretary to maintain records of the Committee Meetings.
- 12.6 The District agrees to provide pre-tax payroll deduction for Employee Contributions under this Article, if any are assessed by the Committee.
- 12.7 The District agrees to provide reasonable record keeping and/or verification of employment which may be required of the insurance carrier.
- 12.8 The Committee may, at its discretion, institute a wellness program that incentivizes wellness and fitness habits. The basis for providing incentives and the incentives provided under the Committee's wellness program shall be determined at the Committee's sole discretion. Participation in the Committee's wellness program is at the discretion of the employee. Funding for, including costs related to, any such wellness program will be deducted from the Insurance Fund based on the relevant employee's plan enrollment.

Article XIII - Staff Development

- 13.1 Every three years, the Superintendent shall form a committee to develop a calendar for the ensuing school years. The committee shall consist of at least one Association representative from each District school. Final approval of subject calendar rests with the Board of Trustees. No staff development will be scheduled on the final two days of the contract.
- 13.2 School District Workshops
- 13.2.1 Nevada schools must be in session 144 days; 144 days for 4-day week schools, in addition, all certified personnel under contract to the School District shall be required to be present for such days as shall be designated by the School District as orientation or workshop days preceding the opening of school, unless excused by the Superintendent and/or School Board. A Teacher's annual salary will be deducted for each day that is missed which is unexcused in the amount of 1/151st of his/her annual salary.
 - 13.2.2 Teachers realize that orientation is an integral part of the school year. However, Teachers in their second or subsequent years shall be required to attend only that part of orientation that disseminates new information. At the end of the new information dissemination, the aforementioned Teachers shall be relieved to work in preparation of their classrooms for the new school year.
 - 13.2.3 The Association may request District-wide workshops that its members have determined to be of interest and relevance to its members.
 - 13.2.4 Teachers shall not be required by the District to attend overnight workshops, conferences, and training classes outside the District, but if offered and attended the teacher shall be compensated for travel expenses at the normal per diem rate.
 - 13.2.5 For any required School District conference held more than twenty-five (25) miles from a Teacher's assigned school, the Board shall furnish transportation and expenses not to exceed the normal District's per diem rate.
 - 13.2.6 Workshops, conferences, and other meetings held outside the teacher work-year are not mandatory.

The School District shall provide safe and adequate transportation for the required school business. This shall include staff development conferences.

Article XIV - Sabbatical Leave Program

- 14.1 Upon proper application and approval of the School Board, a sabbatical leave of up to one school year's duration may be granted for professional improvement in the Teacher's area of specialization.

Lander County Classroom Teachers' Association
Contract with Lander County School District
July 1, 2023 – June 30, 2025

- 14.2 A Teacher must have completed seven (7) consecutive years of employment with the District to apply for a one-year leave or five (5) consecutive years' employment in the District to apply for a one semester leave.
- 14.3 One member of the teaching staff, who has not previously been granted a sabbatical leave by the Lander County School District, may be on sabbatical leave during any one school year. The Teacher must apply prior to February 1 of the prior school year using forms prepared by the District. The Teacher must substantiate the benefit of such leave to the District and must describe the nature of the course of proposed study.
- 14.4 Salary is to be set at one-half ($\frac{1}{2}$) of the amount of the Teacher's contract salary in effect during the sabbatical leave, exclusive of any extra duty pay. A Teacher approved for sabbatical leave who wishes to be paid while on leave shall furnish a security bond indemnifying the District against loss in the event the Teacher fails to render the minimum amount of job service required after the return from sabbatical leave. If the Teacher does not furnish a security bond, payment of sabbatical leave salary will be made in twenty-four (24) monthly installments added to the salary received by the Teacher during the next two years following the years in which the sabbatical leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during the sabbatical leave. That portion of the retirement fund contribution normally paid by the District shall also be continued. The sabbatical leave shall count for an experience increment as if the Teacher were not on a leave of absence.
- 14.5 The Teacher must agree to return to Lander County School District for a minimum of two years following one-year sabbatical leave. The Teacher must submit a written report which describes and evaluates the sabbatical leave, and give a verbal presentation to the School Trustees within the first 60 calendar days of the new school year of his/her return.
- 14.6 A sabbatical leave committee, comprised of two Teachers and an Administrator, shall be appointed by the District to review applications for sabbatical leave and make recommendations for approval by the School Board.
- 14.7 A Teacher returning from sabbatical leave shall receive the same appointment, if possible, as when the Teacher left on leave. The Teacher shall be assigned to the same attendance area and school if at all possible.
- 14.8 In the event a teacher on sabbatical leave is unable to complete the program for which the leave is approved, notice shall be given to the Superintendent identifying which portions of the program are not achievable and the reasons why they are not achievable. Such notice shall be given as soon as the teacher becomes aware of the program change, modification, or deletion. Failure to complete the approved leave program without notice and acceptable rationale as described above rescinds the sabbatical leave, experience credit may be withheld, and any payments by the District toward salary, health insurance and retirement shall be reimbursed to the District by payroll deduction over the ensuing contract year in equal installments.
- 14.9 Failure by the teacher to return to the District following completion of the approved leave pursuant to section five (5) of this article forfeits any right to employment and any payments made to the teacher during the term of leave shall be collected by the District through the surety bond and collateral posted prior to going on leave in an amount not to exceed payments made by the District to or on behalf of the teacher.

Article XV - Leave Other Than Sabbatical Leave

15.1 Sick Leave and Disability Benefits

- 15.1.1 Sick Leave Purpose: Sick leave is leave that will be granted to a Teacher who is unavoidably absent because of personal illness, temporary disability, medical appointments, accident, or because of the same in his/her immediate family. Sick leave may be used to care for members of the immediate family when the family members are unable to care for themselves. A teacher will be charged eight (8) hours of sick leave for a full day's sick leave absence if a substitute teacher's lesson plan is provided in advance. If no lesson plan is provided (in advance), the teacher will be charged nine (9) hours of sick leave. If recommended by the Principal and approved by the Superintendent, sick leave may also be used in the case of serious illness of persons other than the Teacher's immediate family or as bereavement leave. Sick leave use may be reviewed by the Superintendent. If a Teacher has abused the provisions of this article, personal leave days may be charged to the Teacher. If the Teacher has no personal leave days, the Teacher's salary may be reduced at his/her current daily rate for the number of days the abuse occurred.
- 15.1.2 Each full-time Teacher shall be credited with 112.5 hours of sick leave per year. Each half-time Teacher shall be credited with 56.25 hours of sick leave each year. Each Teacher shall be credited with accumulated unused sick leave from year to year. Teachers shall have the option of being paid \$5.15 per hour to a maximum of 1350 accumulated hours of sick leave when they retire or resign provided they have:
- 15.1.2.1 Fifteen (15) years of contracted employment with the District; and
 - 15.1.2.2 Notify the district on or before May 10 of the intent to retire or resign.
 - 15.1.2.3 Exiting employees are encouraged to meet with Lander Human Resources Personnel to confirm accumulated sick leave.
- 15.1.3 Sick leave for licensed persons whose contracts are not written for one full year shall be prorated on the basis 112.5 hours per school year at the beginning of the contract period for each school month of such periods.
- 15.1.4 In the event a Teacher does not complete the number of days required by his/her contract, the number of sick days used in excess of the number of prorated days earned will be deducted at 1/151 of the regular rate when the final pay of the terminating Teacher is computed.
- 15.1.5 Elective or cosmetic surgery/treatment is not eligible. Sick leave will not be granted for elective or cosmetic surgery or other medical or surgical treatment which can be performed during vacation periods, provided that such treatment will not be detrimental to the health or safety of the individual. If in doubt, the School Board may require the attending physician's statement.

- 15.1.6 Teachers who have exhausted all their accumulated sick leave benefits may be considered for additional sick leave subject to the decision of the School Board.
- 15.1.7 Teacher who is forced to resign because of personal illness or disability will be considered for reemployment at such time as a vacancy occurs for which he or she is qualified. A Teacher must teach at least 701 hours of the contracted year to qualify for advancement on the salary schedule should he/she be re-employed.
- 15.1.8 The District will forward a copy of the substitute reporting form to the absent teacher noting the sick leave used by calibrating in half-hour increments.
- 15.1.9 As an incentive to help reduce sick leave use and increase the number of days Teachers are in the classroom, a stipend will be paid at the end of the school year at the rate as follows: zero (0) days used \$850; one (1) day used \$600; two (2) days used \$350.

15.2 Professional Leave

- 15.2.1 Professional leave without loss of salary and benefits will be granted for the purpose of attending professional meetings, conferences, classes, assemblies, conventions or other related educational activities upon the approval of the Superintendent, or School Board if denied by the Superintendent. Once approved, transportation and per diem will be provided.

15.3 Personal Leave

- 15.3.1 Teachers may schedule time off for a maximum of 27 hours during the school year within the 151 day school year for personal leave upon completion of one (1) year of service and the accumulations of 75 hours of sick leave. Teachers will provide at least four days' notice to the Principal except in the case of an emergency. Leave days may be denied when a substitute is unavailable; before or following the scheduled Christmas vacation; the first and last week of school; parent/teacher conference days; or collaboration days.
- 15.3.2 Personal leave will be approved by the Principal and denials may be appealed to the Superintendent.
- 15.3.3 As an incentive to help reduce personal leave use and increase the number of days Teachers are in the classroom, a stipend will be paid at the end of the school year at the rate of one-half (1/2) a Teacher's daily rate of pay for each personal day not used. One unused day of personal leave may be carried over to the following year, for a maximum of four (4) days.
- 15.3.4 Teachers will be notified the second Monday of September of the school year regarding their eligibility to use personal leave based on criteria detailed in 15.3.1.

15.4 Military Leave

- 15.4.1 Military leave shall be granted as provided by applicable federal statutes.

15.5 Maternity Leave

- 15.5.1 Upon verification from her physician that she is unable to perform her duties due to disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from, a Teacher shall have the option of charging such period of disability to her accrued sick leave.
- 15.5.2 A Teacher shall be granted a maternity leave without pay not to exceed twelve (12) calendar months. Request for leave should be submitted at least one month prior to the commencement of the requested leave.
- 15.5.3 Such leave may be requested at any time during pregnancy or within one year after the birth of the child.
- 15.5.4 No benefits shall accrue to the Teacher while on unpaid maternity leave, except that she shall be credited with one (1) year of service for salary advancement if she taught at least 92 days of the contracted year when such leave commenced.
- 15.5.5 In the event the Teacher is on probation, the year will be conducted towards completion of the probationary period provided she taught the major portion of the school year when such leave commenced.
- 15.5.6 Upon written application to the School Board, a maternity leave may be extended by the School Board for an additional period up to twelve (12) months.
- 15.5.7 Upon written notification to the Superintendent not later than one (1) month after placement of the child in the home, a Teacher shall be granted adoption leave which shall be equivalent to maternity leave in all respects.

15.6 Leave of Absence

- 15.6.1 Upon written petition to the Superintendent, supported by a letter from the Principal recommending such leave, any Teacher who has been employed in the School District for the preceding five (5) years and who has a record of satisfactory service may request leave of absence without pay for a period of time not to exceed one school year.
- 15.6.2 Requests for leave of absence without pay shall be considered only if presented prior to, or at the time of annual election of teachers, except in maternity leave cases, illness when recommended by the attending physician, or death in the immediate family.
- 15.6.3 A Teacher may request a leave of absence without pay after five (5) years if accepted into a program that will be of direct benefit to the educational program of the school district. The School Board, after careful consideration of such requests, may grant leave, provided that it is possible to secure a Teacher to carry on the work satisfactorily.

- 15.6.4 Written notice must be filed with the School Board by March 1 of the year in which the leave is to conclude, stating whether or not the Teacher plans to return. Failure to give such notice will automatically forfeit the right of the Teacher to return.
- 15.6.5 Teachers granted a leave of absence will return to duty at the same status on the salary schedule, unless the Teacher has qualified for advancement. He/she shall also be credited with the unused sick leave accumulated up to the time the leave of absence was granted.
- 15.6.6 A Teacher has the constitutional right to become a candidate for any elective office and to serve in such elective office if elected. Teachers shall be granted leave of absence without pay to serve in any state Legislative office. When the Legislative session is over, the Teacher may return to his/her classroom.
- 15.6.7 Except as in 15.6.4 above, upon return of a Teacher from leave of absence, he/she will be assigned to the same position, if practicable, or to a similar position for which he/she is qualified if he/she has given written notice as provided above.
- 15.6.8 Short-term paid leaves of absence will be granted subject to the approval of the Superintendent, or Board if denied by the Superintendent. Travel and per diem expenses will not be provided by the District.

15.7 Bereavement Leave

- 15.7.1 Each Teacher shall be granted up to one work week of bereavement leave at full salary for a death in the immediate family. Additional days of bereavement leave may be granted upon approval of the Superintendent.
- 15.7.2 Requests for up to two (2) days bereavement leave for persons other than immediate family are subject to approval by the Superintendent.

15.8 Jury Duty and Subpoena Leave

- 15.8.1 When a teacher receives a notice to report to Jury Duty or a subpoena to appear at court he/she shall be excused without loss of salary or benefits. Jury Duty or a Court appearance less than five (5) hours shall require the employee to return to work to complete the day. Teachers shall report to work and be excused to court fifteen (15) minutes prior to the court appointed time unless travel is involved beyond three (3) miles. Teachers shall be required to reimburse the District any amount of pay received for serving on a Jury, except transportation and meal payments.

15.10 Sick Leave Bank

- 15.10.1 Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank by voluntarily contributing two (2) sick leave days for the establishment and operation of the Bank. This Bank is to assist employees who have illness, disabilities, or catastrophic situations and who have exhausted their sick leave accumulation.

15.10.2 The Sick Leave Bank Committee shall consist of one District designee and two Association designees.

15.10.3 Participation in the Sick Leave Bank:

15.10.3.1 At the beginning of each school year, there will be a five (5) week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association and the District Office of their wish to participate. The District Office will mail an enrollment form to the employee.

15.10.4 Receiving Days from the Sick Leave Bank:

15.10.4.1 Only individuals who have contributed to the Bank are eligible for benefits.

15.10.4.2 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Sick Leave Bank Committee, except as referenced in 3-4 below.

15.10.4.3 The maximum accumulated number of days which any one person can be granted from the Bank is twenty-eight (28) days per year. If more than twenty-eight (28) days are needed, the participant can apply for additional days, not to exceed a forty-eight (48) day total. A person may use a maximum of seventy-two (72) days over a five (5) year period, such period to begin with the first withdrawal of days.

15.10.4.4 The Sick Leave Bank Committee is authorized to grant withdrawals from the Bank in increments of up to nine (9) days per application. If application is denied, a single appeal to the Sick Leave Bank Committee may be made within four (4) days of the date of denial.

15.10.4.5 A subsequent application made to the Bank for additional days for the same illness or condition is subject to Board approval.

15.10.5 Operation and Maintenance of the Sick Leave Bank:

15.10.5.1 Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the Bank.

15.10.5.2 If the total number of days in the Sick Leave Bank is less than thirty-six (36), the District will inform the Bank membership that a special assessment of one (1) sick leave day per member will be made to reimburse the Bank.

- 15.10.5.3 The maximum that anyone can contribute to the Sick Leave Bank after its establishment at any one time is one (1) sick leave day.
- 15.10.5.4 At the end of each school year, all days in the Sick Leave Bank will be carried over to the next school year.
- 15.10.5.5 The Sick Leave Bank pool shall not exceed a maximum of 200 days except for new enrollees to contribute their two (2) days.

Article XVI - Payroll Deductions

- 16.1 The School District agrees to deduct from the paychecks of the employees: Association dues, tax-exempt annuity payments, political contributions, credit union payments, group insurance premiums, and all other such deductions requested by the employee to a maximum of six (6), plus withholding tax.
- 16.2 No one employee shall make more than three (3) alterations per school year in his/her payroll deductions, after October 15.
- 16.3 If the situation arises that more alterations or additions are needed, an employee may petition the Superintendent for consideration.
- 16.4 The School District will not be required to honor any month's deduction authorizations that are delivered to it later than the 15th of the month prior to the distribution of the payroll from which the deductions are to be made.
- 16.5 The employee shall have the right to stop any deductions before the 15th of the month, excluding federal income tax withholding, Association dues, and political action contributions.
 - 16.5.1 Any Teacher desiring to have the School District discontinue Association dues and/or political contributions previously authorized must notify the Association in writing between July 1 and July 15 of each year for the next school year's dues, and the Association will notify the District in writing to discontinue the employee's deduction by September 1 of the upcoming school year.
 - 16.5.2 When a teacher's employment with the District is voluntarily or involuntarily terminated during the school year, any remaining amount of dues due and owing to the Association from the teacher will be withheld from the teacher's final paycheck, up to the full amount of the Teacher's final paycheck. Association members agree to execute a waiver establishing the total amount of dues that may be withheld from a final paycheck each year at the beginning of the school year.

Article XVII - Salary and Extra Duty Pay

17.1 Salary Increases:

- 17.1.1 FY 2024:

The Salary schedule will be adjusted as set out in Schedule A, paid retroactively to the start of the 2023-2024 school year.

17.1.2 FY 2025:

The Salary schedule for FY 2025 is set out in Schedule A.

17.1.3 SB 231 (2023) – Additional Salary:

For the 2023-2025 biennium, the District will pursue additional funding if additional funding is available through Senate Bill 231 of the 2023 Legislative Session and the District has funds available to match any funding derived from Senate Bill 231. Any funds awarded to the District in connection with SB 231 for salaries and benefits will be applied to salary and benefits under this Agreement, as permitted by law. Any increase in salary and benefits provided under this provision in response to SB 231 will only be for the term of the 23-25 biennium and will sunset effective July 1, 2025, unless extended by the Nevada Legislature.

17.1.4 The District will report funds associated with SB 231 separately from salary increases provided under Article 17 as clarification for all parties. Funds will be applied, upon receipt consistent with District payroll policies, consistent with a successful subgrant award.

17.2 One hundred percent (100%) of each Teacher’s retirement system payment shall be made by the Board in accordance with NRS Chapter 286.

17.3.1 All credits earned beyond the bachelor’s degree and/or licenses which are in the field of education, toward an advanced degree, in the individual’s licensed major field or minor field or in securing additional endorsements on a license will be recognized for placement and/or advancement on the salary schedule.

17.3.2 Those courses taken to license for another teaching area other than counseling or administration, to remove provisional areas from teaching licensing, and in-service training are subject to approval by the credit evaluation committee in advance. The committee shall consist of two people appointed by the Superintendent and two people appointed by the LCCTA. Appeals regarding committee decisions may be forwarded to the Superintendent or the Board for a final review.

17.3.3 Fifteen (15) years’ experience shall be recognized as the maximum public/private school, full-time teaching credit for placement on the salary schedule for out-of-state hires. If the hire was a licensed teacher prior to military service, up to two (2) of the fifteen (15) years teaching experience may be credited for active military service. Those hired from Nevada School Districts shall receive full credit for their years of experience.

- 17.3.4 Members of the bargaining unit will be paid \$15.00 per hour for work performed to ready their work area for the school year. The number of paid hours will be limited to a maximum of twenty (20) hours per year. This work will be performed during August, outside the school calendar or contract year. Pay for this work will be added to the first paycheck of the school year. The additional hours outside the contract year are at the Teacher's discretion and are in no way mandatory. Such hours must be reported to the District by the first contract day of the school year in question.
- 17.3.5 Course work must be completed by the first contract day of the contracted school year to be credited for movement on the scale for the ensuing contract year. Only graduate credits count for placement on the BA+48 Graduate credits or Masters column.

17.4 Extra Duty Schedule (See Salary Schedule B)

17.5 Teacher Education Trust Fund

- 17.5.1 The district agrees to establish a fund of \$10,000 to be used by licensed employees to further their formal education from an accredited institution of higher education. The course work must be in an area of specialization relevant to K-12 public education.
- 17.5.2 Employees borrowing from the fund will enter into a contractual agreement with the District to repay the borrowed amount within a 24-month period at the current prime interest rate. A security bond or other collateral acceptable to the district will be provided in the event the teacher terminates employment with the district prior to full repayment.
- 17.5.3 The aggregate amount on loan at any time will not exceed \$10,000.

Article XVIII- General Savings Clause

- 18.1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in force and effect.
- 18.2 No action will be filed with the EMRB relative to the Lander County School District without prior notification and formal consultation by the parties to attempt resolution before submission.

Article XIX - Term of Agreement

- 19.1 This shall be a four (4) year agreement for the period July 1, 2023 through June 30, 2025.
- 19.2 Renewal of this Agreement, with or without amendments, may be negotiated during the duration of the Agreement in accordance with the provisions of Chapter 288, Nevada Revised Statutes.

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

IN WITNESS THEREOF, the parties have hereunto set their hands this _____ day of _____, 2023.

Lander County
Board of Trustees

Board President

Board Clerk

Lander County
Classroom Teachers’ Association

Anita Artz, President

Vice President

Schedule A

LANDER COUNTY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
(2023-2024)

CREDITS SHALL BE COMPUTED IN SEMESTER CREDITS

All credits earned beyond the bachelor's degree and or certification which are in the field of education, toward an advanced degree, in the individual's certificated major field or minor field will be recognized for placement and/or advancement of the salary schedule.

Those courses taken to certify for another teaching area other than counseling or administration, to remove provisional areas from teaching certificates, and in-service training are subject to approval by the credit evaluation committee in advance.

The line below 15 on the salary schedule recognizes the maximum public/private school full time experience a teacher may bring into the District from out of state for pay purposes.

LANDER COUNTY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
(July 1, 2024 – June 30, 202)

CREDITS SHALL BE COMPUTED IN SEMESTER CREDITS

All credits earned beyond the bachelor's degree and or certification which are in the field of education, toward an advanced degree, in the individual's certificated major field or minor field will be recognized for placement and/or advancement of the salary schedule.

Those courses taken to certify for another teaching area other than counseling or administration, to remove provisional areas from teaching certificates, and in-service training are subject to approval by the credit evaluation committee in advance.

The line below 15 on the salary schedule recognizes the maximum public/private school full time experience a teacher may bring into the District from out of state for pay purposes.

Schedule B

LANDER COUNTY SCHOOL DISTRICT For Battle Mountain High School Extra-duty Salary Schedule

Years of Experience	I	II	III	IV	V	VI	VII		
0	\$ 3,955.00	\$ 3,164.00	\$ 2,769.00	\$ 1,977.00	\$ 1,582.00	\$ 1,186.00	\$ 791.00		
1	\$ 3,955.00	\$ 3,164.00	\$ 2,769.00	\$ 1,977.00	\$ 1,582.00	\$ 1,186.00	\$ 791.00		
2	\$ 3,955.00	\$ 3,164.00	\$ 2,769.00	\$ 1,977.00	\$ 1,582.00	\$ 1,186.00	\$ 791.00		
3	\$ 3,955.00	\$ 3,164.00	\$ 2,769.00	\$ 1,977.00	\$ 1,582.00	\$ 1,186.00	\$ 791.00		
4	\$ 4,548.00	\$ 3,639.00	\$ 3,184.00	\$ 2,273.00	\$ 1,819.00	\$ 1,364.00	\$ 910.00		
5	\$ 4,548.00	\$ 3,639.00	\$ 3,184.00	\$ 2,273.00	\$ 1,819.00	\$ 1,364.00	\$ 910.00		
6	\$ 4,548.00	\$ 3,639.00	\$ 3,184.00	\$ 2,273.00	\$ 1,819.00	\$ 1,364.00	\$ 910.00		
7	\$ 5,230.00	\$ 4,184.00	\$ 3,662.00	\$ 2,613.00	\$ 2,092.00	\$ 1,568.00	\$ 1,046.00		
8	\$ 5,230.00	\$ 4,184.00	\$ 3,662.00	\$ 2,613.00	\$ 2,092.00	\$ 1,568.00	\$ 1,046.00		
9	\$ 5,230.00	\$ 4,184.00	\$ 3,662.00	\$ 2,613.00	\$ 2,092.00	\$ 1,568.00	\$ 1,046.00		
10	\$ 5,230.00	\$ 4,184.00	\$ 3,662.00	\$ 2,613.00	\$ 2,092.00	\$ 1,568.00	\$ 1,046.00		
11+	\$ 6,015.00	\$ 4,812.00	\$ 4,211.00	\$ 3,006.00	\$ 2,406.00	\$ 1,803.00	\$ 1,203.00		
BMHS									
COLUMN I- Head Coach (Football, Soccer, Volleyball, Basketball, Wrestling, Baseball, Softball, Track)									
COLUMN II- Head Coach (Golf, Cross Country), Band Director, Yearbook									
COLUMN III- Asst Coach (All Sports), Choir, Spirit Team Advisor, Student Council, HOSA Advisor, FFA Advisor, Skills USA									
COLUMN IV- Junior Class Advisor (2), Senior Class Advisor (2)									
COLUMN V- Sophomore Class Advisor, Freshman Class Advisor, Academic Olympics Advisor									
COLUMN VI- Honor Society Advisor, Computer Staff Trainer/Troubleshooter, All other advisors									
COLUMN VII- Instructional Consultation Team Member,									
HS Athletic Director- W/ Prep Period- Level I salary x 1.1 W/o Prep Period- Level 1 Salary x 1.3									
Special Programs- \$411									
Head Coach (All Teams) \$500 addl stipend for qualifying for State Tournament									
Advisor (Student Council, HOSA, FFA, Skills USA) \$500 addl stipend for participating in State Level activities.									
ELJH, BMES, AUSTIN									
COLUMN III- JH Athletic Director									
COLUMN IV- Head Coach (Volleyball, Basketball, Wrestling, Track),									
COLUMN V- Student Council, Yearbook, Band, Choir, Cheerleading Advisor, Dance Team Advisor									
COLUMN VI- Elem Music, 8th Grade Class Advisor, IC Building Facilitator, Computer Staff Trainer/Troubleshooter, all ot									
COLUMN VII- JH Asst Coach (Wrestling, Track), IC Team Member									
Special Programs- \$411									
NOTES									
Band/Choir- 20+ Hr outside classroom & 2 concerts									
All music/arts performance s/shows must occur outside of contract hours, or they do not count towards this schedule									

Lander County Classroom Teachers' Association
Contract with Lander County School District
July 1, 2023 – June 30, 2025

Schedule C
LANDER COUNTY SCHOOL DISTRICT
GROUP INSURANCE APPENDIX
Effective 10-1-2020

**Costs and Plan Benefits are subject to change from time to time at the direction and direction of the Insurance Committee in accordance with Article XII.*

PPO Plan Premium

1 dependent	\$600 per month
2 dependents-	\$700 per month
3+ dependents-	\$800 per month

HSA Plan Premium

1 dependent	\$500 per month
2 dependents-	\$600 per month
3+ dependents-	\$700 per month

Retiree PPO Plan Premium
Without Medicare

The amount of the monthly premium attributable to a retiree is subject to change from time to time at the Discretion of the Insurance Committee, and the cost of retiree participation in the District’s Insurance Plan is based on the MEOC as set out in Article XII herein.

Retiree PPO Plan
Premium With Medicare

At the time a retiree qualifies for Medicare, he or she is no longer eligible to participate in the District’s Insurance Plan.

Co-insurance for NPPO from is 60%

Mail order RX co-pay 90 day supply.....\$25 generic/\$65 brand formulary/\$80 brand non formulary

Retail RX co-pay.....\$15generic/\$50 brand formulary/\$65 brand non formulary

Dental coverage:

\$1750 per year/\$200 deductible

Term life:

for employees \$20,000/Retirees \$5000

\$1000 deductible per participant per calendar year for medical coverage Each participant will receive deductible for dependents excluding spouse or “significant other”. Each participant will receive 3 doctor visits at co-pay only which are not part of the 80/20 deductible.

PPO coinsurance 80% (district) 20% (participant) up to \$5000 in allowable charges per calendar year. Total out-of-pocket per participant is \$2000(\$1000 of allowable charges and \$1000 deductible).

Participant co-payments not subject to deductible or out-of-pocket expenses.

Diagnostic services \$25/per procedure

Emergency Room \$50/per visit does not apply if admitted to the hospital

Hospital Admission\$125/per admission

Outpatient basic charges subject to “basic surgical charges” (deductible and 80/20 copay)

