

# 2015-2017

## NEGOTIATED AGREEMENT

Between the

Lyon County School District  
Board of School Trustees

And

Lyon County Administrators Association

The logo for the Lyon County Administrators Association (LCAA) features the letters 'LCAA' in a bold, sans-serif font. The 'L' and 'C' are solid black, while the 'A's are white with a black outline.

## TABLE OF CONTENTS

Preamble .....	2
Article I – Definitions .....	3
Article II- Recognition .....	4
Article III- Fair Practices .....	4
Article IV – Grievance Procedure .....	4
Article V- Use of Facilities .....	6
Article VI -Association Leave .....	6
Article VII -Extended Leave of Absence .....	6
Article VIII -Short-term Leave, Sick Leave .....	8
Article IX- Short-term Leave, Bereavement Leave.....	9
Article X – Short-term Leave, Civic and Personal Leave.....	9
Article XI -Compensation .....	10
Article XII – Health Insurance, Death and Disability Benefits, and Other Benefits ....	11
Article XIII- Protection Against Litigation .....	11
Article XIV – Salary Credits for Professional Development. ....	12
Article XV- Public Employees Retirement System Benefits .....	13
Article XVI- No Strike Agreement .....	13
Article XVII -Reduction in Force .....	13
Article XVIII -Discipline.....	15
Article XIX- Terms of the Agreement.....	15
Article XX -Administrative Vacancies .....	17
Article XXI General Savings Clause.....	17
Appendix A-2013-2015 Salary Schedule	

**PREAMBLE**

WHEREAS, pursuant to the provisions of Chapter 288 of the laws of the State of Nevada, known as the *Local Government Employee Management Relations Act*, the Lyon County Administrators Association (LCAA) has been recognized by the Lyon County Board of School Trustees as the exclusive bargaining representative for the unit hereinafter described, and

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

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

- 1) Direct its employees;
- 2) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee;
- 3) Relieve any employee from duty;
- 4) Maintain the efficiency of its operations;
- 5) Determine the methods, means and personnel by which its operations are to be conducted;
- 6) Take whatever actions may be necessary to carry out its responsibilities in an emergency.

NOW, THEREFORE, the said parties have as a result of joint discussions and negotiations agreed upon the following terms concerning the conditions of employment for all members of the bargaining unit represented by LCAA.

## ARTICLE I—DEFINITIONS

Terms used in this Agreement shall have the meaning ascribed to them in the following definitions:

- 1-1 The term “NRS 288”, as used in this agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the *Local Government Employee-Management Relations Act*.
- 1-2 The term “Administrators”, as used in this agreement, shall refer to all contracted administrative employees listed herein who are eligible for membership in the Lyon County Administrators Association (hereinafter referred to as LCAA), and who are qualified for and hold administrative positions including any administrative certification required by the Nevada Law and with the exception of such administrators who are excluded by NRS 288. 170. Any references to individual administrators in this Agreement in masculine terms such as “he,” “his,” or “him,” shall in every case be applicable to female employees as if they were written as “she,” or “hers,” or “her.” Probationary administrators as defined by NRS 391.3197(7) are covered by this agreement with the exception of Articles IV (Grievance Procedure) and XVIII (Reduction in Force) during their probationary period.  
Positions covered by this Agreement limited to the following:  
High School Principal  
High School Assistant Principal  
Middle School Principal  
Middle School Assistant Principal  
Elementary School Principal  
Elementary School Assistant Principal
- 1-3 The term “School Trustees” or “School Board”, as used in this Agreement, shall mean the Board of School Trustees of the Lyon County School District and is the entity known as the Local Government Employer in NRS 288.060.
- 1-4 The term “Association or LCAA”, as used in this Agreement, shall mean the Lyon County Administrators Association and is the entity known as the Employee Organization in NRS 288.040, including its authorized officers and representatives.
- 1-5 The term “District or School District”, as used in this Agreement, shall mean the Lyon County School District.
- 1-6 The term “Superintendent”, as used in this Agreement, shall mean the Superintendent of Schools of the Lyon County School District.
- 1-7 The term “School Year”, as used in the Agreement, shall be defined in accordance with NRS 388.080, as amended, (1) which currently states “...the public school year commences on the first day of July and ends the last day of June.”
- 1-8 The term “Board”, as used in this Agreement, means the Local Government Employee Management Relations Board, as provided in NRS 288.030.

- 1-9 The term “Agreement”, as used in this Agreement, refers to the name of this document, being the Agreement between Lyon County School District and LCAA.
- 1-10 The term “Immediate Family”, as us in this Agreement, shall mean the employee’s spouse, children, parents, siblings, grandparents, grandchildren, any person similarly related by marriage, foster parents, and any person living in the immediate household of the employee. For purposes of bereavement leave only, the term “immediate family” will include a significant other in the employee’s life.
- 1-11 The term “Day”, as used in this Agreement, shall mean each day or portion of a day that the School District’s Superintendent’s Office is open for business.
- 1-12 The term “Contracted School Year”, as used in this Agreement, shall mean the period of time from the Administrator’s first contracted day through the last contracted day and includes the days teachers and students are present at the Administrator’s building site (s).
- 1-13 The term “Public Employees Retirement System” and “PERS”, as used in this Agreement, shall mean the Nevada Public Employees Retirement System.

**ARTICLE II—RECOGNITION**

- 2-1 Exclusive representation:  
The Trustees recognize LCAA as the exclusive representative of all administrators employed by Lyon County Board of School Trustees and as defined in Article 1-2, with the exception of such employees are excluded by NRS 288.170.

**ARTICLE III—FAIR PRACTICES**

- 3-1 Impartial representation:  
LCAA must represent equally all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization, or on the basis of race, creed, color, national origin, sex, age or disability.

**ARTICLE IV—GRIEVANCE PROCEDURE**

- 4-1 Grievances  
A grievance shall be defined as a dispute regarding the interpretation, application, or alleged violation of any of the provisions of this Agreement. Any post-probationary administrator in the school district covered by this Agreement may file a grievance.
  - 4-1-1 *Filing grievances*  
Individual administrators or groups of administrators who are directly affected by the dispute may bring a grievance. Grievances may be initiated or pursued at any step and to any higher step by an aggrieved administrator. A grievance filed by an administrator involving more than one administrator in more than one location may be commenced at step two of the grievance and arbitration procedure by filing a formal written grievance.

4-1-2 *Formal written grievances*

A grievance, as defined above, must be filed in writing, alleging the articles or provisions in dispute within 15 days of the incident or facts which gave rise to the grievance.

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4-2 Grievance procedure

All grievances shall be handled in the following manner:

4-2-1 *Informal grievance procedure*

An administrator having grievance will first attempt to resolve it informally by meeting with his or her immediate supervisor. Neither party shall make a written report concerning the grievance. If the administrator is not satisfied with the response from the immediate supervisor he or she may proceed to step one. No grievance can be resolved in favor of the employee at this level without written approval of the Superintendent or designee.

4-2-2 *Formal grievance procedure, step one*

If a grievance is not satisfactorily resolved by informal procedures, as described in 4-2-1, it may be submitted to the aggrieved administrator's supervisor in writing within the timeframe set forth in 4-1-2. The written grievance shall identify the basis for the grievance, including the articles or provisions of the Agreement allegedly violated, and shall state what informal efforts at resolution were attempted. A copy of the written grievance shall also be submitted to the Superintendent or his designee. No grievance can be resolved in favor of the employee at this level without written approval of the Superintendent or designee.

4-3-3 *Receipt of grievance by the superintendent*

Within five days from the superintendent's receipt of a written grievance, the superintendent or designee shall meet with the aggrieved administrator, an LCAA representative if requested by the employee, and the supervisor who is the subject of the grievance.

4-2-4 *Superintendent's written response*

Within ten days after step one grievance procedure meeting, the superintendent or designee shall submit to the aggrieved administrator a written response to the grievance, including the superintendent's position regarding the grievance and alleged violations.

4-2-5 *Board of Trustees*

Within fifteen days after receipt of the Superintendent's decision the grievance can be submitted to the Board of Trustees for review and action at the next regularly scheduled Board meeting and subject to the notice requirements of NRS Chapter 241. The Board shall issue its decision on the grievance at the meeting. The decision of the Board shall be final and binding on the parties except as provided in paragraph 4-2-6.

4-2-6 *Mediation*

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Board of Trustees the grievance may be submitted to the mediation by informing the Superintendent within five (5) days after the Board's written decision. The Superintendent and the Association President would have

to consent to the mediation. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be conducted within thirty (30) days of the appointment of the mediator. The mediator has no binding authority. Any mediated agreement voluntarily agreed to by both parties will be final and binding and not subject to further appeal or court action. Any fees or cost imposed by FMCS will be equally split by the parties. If no agreement is reached in mediation the decision of the Board remains final and binding on the parties.

4-2-7 *Failure to meet time limitations*

A grievance shall be automatically advanced to the next step if the District fails to observe the time limitations outlined in the grievance procedure of the Agreement. Failure on the part of the aggrieved administrator to meet the required time limitations shall be deemed a withdrawal and forfeiture of the grievance.

4-2-8 *Extension of time by mutual agreement*

Time limitations outlined in the grievance procedure may be extended by mutual agreement of the parties.

## **ARTICLE V—USE OF FACILITIES**

5-1 LCAA use of school facilities

LCAA may be allowed to the use of school facilities for Association meetings during non duty or non work hours. LCAA officers will schedule meetings with the appropriate administrator of the school facilities in advance of meetings to assure that there are no conflicts.

## **ARTICLE VI—ASSOCIATION LEAVE**

6-1 Leave for LCAA officers

For each separate fiscal year covered by the term of this Agreement, LCAA officers will be allocated a total aggregate of 5 days leave to attend Association meetings, conferences , legislative sessions, and conventions. These days must be applied for and approved by the superintendent. The Association will reimburse the District for any substitute costs caused by this leave.

## **ARTICLE VII—EXTENDED LEAVE OF ABSENCE**

7-1 Extended leave

After three consecutive years of employment with the district, an administrator may apply for and be granted an unpaid leave of absence of not longer than one (1) school year for the following purposes, subject to approval by the Trustees. An extended leave of absence may be granted for personal or family emergencies, birth or adoption, or to care for a sick or elderly family member. The following conditions shall apply to an extended leave of absence:

7-1-1 *Extended leave, benefits and limitations*

An administrator on an extended leave of absence, as described in 7-1, may continue to participate, at his or her expense, in the district group health insurance plan. Except for approved sabbatical leave, as provided in 7-2,

administrators on long term leaves of absence are not eligible to receive salary, sick leave, or retirement credit.

7-2-1 *Restoration of benefits after extended leave*

Any and all benefits that an administrator was entitled to at the time his or her leave of absence commenced, including accumulated sick leave, shall be restored to the administrator upon his or her return. An administrator may be assigned to an open administrative or teaching position for which the administrator is qualified and licensed or may apply for any administrative opening. Salary on return based on applicable Collective Bargaining Agreement or as agreed to at time of approval of extended leave. Administrators returning from extended leave shall notify the superintendent on or before March 1 prior to the school year that he or she intends to return to the district or the administrator has no rights to return to the District.

7-1-3 *Requesting extended leave*

All extended leaves of absence shall be requested in writing from the trustees including the reasons for the leave and length of requested leave. When an administrator in the district requests an extended leave of absence, the superintendent and trustees shall provide written notice to the administrator approving or denying approval of the application, with an explanation if the application for extended leave is denied.

7-2 Sabbatical leave

Sabbatical leave for a period of up to one (1) school year may be granted to an administrator who wishes to pursue study or other activities that are directly related to his or her work assignment.

7-2-1 *Sabbatical leave, eligibility*

To be eligible for leave, the administrator must have completed seven full years of continuous administrative service with the district, and an administrator in the district may only reapply for additional sabbatical leave every seven years, although trustees may approve an application for an extension of a sabbatical leave of up to 12 months.

7-2-2 *Sabbatical leave, salary and benefits*

During sabbatical leave, an administrator's salary shall be one-fourth of the salary less Supervising stipend he or she would have normally received that contract year, less any extra duty pay. An administrator approved for sabbatical leave who wishes to be paid while on leave shall furnish a surety bond indemnifying the district against loss in the event the administrator fails to render the minimum service required after return from leave. If the administrator does not elect to furnish a surety bond, payment of sabbatical leave salary will be made in twenty-four monthly installments added to the salary received by the administrator during the subsequent 24-month period following the sabbatical leave. An administrator on sabbatical leave may continue to participate in the district health insurance program, at his or her expense.



7-2-3 *Sabbatical leave, obligations*

An administrator must agree to return to the district for a minimum of two school years of employment following sabbatical leave.

## ARTICLE VIII-SHORT TERM LEAVE, SICK LEAVE

8-1 Sick leave

Sick leave is short-term leave that is granted an administrative employee, under the terms of this Agreement, for unavoidable absences due to personal illness, injury, medical appointments, maternity, or other medical events.

8-1-1 *Sick leave credit and accrual*

Administrative employees covered by this Agreement shall be credited with 15 days of sick leave at the beginning of the contracted school year. Unused sick leave may accrue from year to year without limitation.

8-1-2 *Compensation for short-term sick leave*

Absence due to illness, injury, medical appointments, maternity, or other medical events shall be compensated leave to the extent of the employee has earned or accrued sick leave in accordance with the above provisions.

8-2 Family sick leave

An administrator in the district may use earned or accrued sick leave for illness, injury, medical appointments, or other medical events in his or her immediate family.

8-2-1 Donated Sick Leave To Spouse

If both spouses are employed by the District as part of the LCAA bargaining unit, one spouse may donate sick leave to the other spouse up to a maximum of twelve (12) weeks per the FMLA guidelines.

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8-3 Sick leave and other Short Term Leave reimbursement on termination of employment.

Administrators leaving the employment of the district with at least twelve (12) years of employment with the District shall be paid each day of unused sick/short term leave based on the following scale and providing they have: (a) at least five consecutive years of contracted employment in the district, (b) notified the district by March 1 of the current school year of their intent to terminate employment at the end of the contract year, and (c) have not been dismissed, pursuant to NRS 391. Administrators may not receive both payment and transfer of sick leave to another District.

<u>Number of Days</u>	<u>Rate/Day</u>	<u>Maximum Benefit</u>
181-250	\$40.00	\$10,000.00
162-180	\$35.00	\$6300.00
144-161	\$30.00	\$4830.00
126-143	\$25.00	\$3575.00
100-125	\$20.00	\$2500.00

The maximum aggregate payment for sick/short term leave for all full time Administrators covered by this agreement shall not exceed \$20,000.00 each year. If the aggregate total exceeds the annual cap per year, payment shall be prorated to all recipients.

8-4 Sick leave bank

Administrators may participate in the LCEA sick leave bank subject to the terms and conditions of the LCEA sick leave bank and subject to written consent of the LCEA.

## **ARTICLE IX- SHORT TERM LEAVE, BEREAVEMENT LEAVE**

9-1 Bereavement Leave

Full time administrators may be granted (5) days each school year for bereavement leave. Bereavement leave shall be deducted from short term leave. Additional time may be granted by the Superintendent.

## **ARTICLE X SHORT TERM LEAVE, CIVIC AND PERSONAL LEAVE**

10-1 Leave to fulfill civic duties

The Superintendent shall grant leave to an administrator who has been summoned or compelled to be a witness or juror in a court of law. Leave shall be granted with no deduction in pay. The administrator shall turn over any reimbursement from the court to the district.

10-2 Personal Leave

Administrative employees shall be credited three personal leave days at the beginning of each contract year except where an employee carries forward personal days in which case the three personal days will be reduced such that there are no more than a maximum of four personal days will be reduced such that there are no more than a maximum of four personal leave days on the books at the beginning of each contract year. A maximum of two personal leave days may be accumulated or carried from year to year. Except in emergencies, forty eight hours advance notice will be given to the administrator's supervisor prior to taking personal leave.

## **ARTICLE XI COMPENSATION**

### **11-1 Compensation for professional employment**

Compensation for administrative employees shall be determined according to the attached salary schedule. One and six hundred twenty-five thousandths percent (1.625%) raise for the 2015-2016 school year and two percent (2%) raise for the 2016-2017 school year, absent any unforeseen, significant changes in state funding.

Appendix A 2013-2015 Salary Schedule

#### **11-2 Credit for prior experience**

**Administrative Experience within District:** When an administrator moves from an administrative position to another administrative position of greater responsibility as determined by the District, he/she will be given credit for previous experience on a 2:1 ratio. Example: With two years administrative experience as an Assistant Principal, the administrator is granted one year experience on the Principals' salary schedule. With four years administrative experience as an Assistant Principal, the administrator is granted two years experience on the Principal's salary schedule.

**Administrative Experience Outside District:** Administrators from other Nevada School Districts will be given credit for previous experience on a 1:1 ratio if moving to a similar administrative position in the District as determined by the District. Administrators moving from another Nevada School District to a position of greater responsibility in the District as determined by the District will be given credit for previous experience on a 2:1 ratio. Administrators from outside Nevada moving to a position of greater responsibility in the District as determined by the District will be given credit for previous experience on a 3:1 ratio. The comparability of outside experience will be discussed with the applicant in advance, and a decision will be made as to which experience does qualify. In situations of the 2:1 and 3:1 ratio causing a fractional or partial credit will be rounded up when the experience level is 50% or greater of a year, and rounded down when the experience level is less than 50% of a year.

No administrator will be placed higher than the third step on the Administrative salary schedule as an initial placement.

#### **11-3 Extended Contracts for Extenuating Circumstances**

The School Board may approve extended contracts for Administrators adding a contract day or days paid at the employee's daily rate of pay calculated on the employee's base contract for extenuating circumstances determined in the School Board's sole discretion such as opening a new school, emergencies or other unforeseen circumstances.

## **ARTICLE XII HEALTH INSURANCE, DEATH AND DISABILITY BENEFITS, AND OTHER BENEFITS**

12-1 The district shall provide the same health insurance for administrators as it provides for other licensed employees in the district, and shall contribute \$599.90 per month (for employees working twenty-five (25) hours or more per week). Dependent coverage will be made available at full cost to the employee at the current rate. LCAA accepts that there may be some fluctuation in the benefits during the terms of this agreement.

### 12-2 Death and Dismemberment

The district shall maintain an insurance policy in the amount of \$100,000 for Vice Principals and \$250,000 for Principals to provide for the death or dismemberment of any administrator while acting in the performance of his or her administrative responsibilities and subject to the terms of the policy.

### 12-3 Comprehensive physical

The district shall pay the cost of providing each administrator with a comprehensive physical examination with the District's current contracted provider every two (2) years. Employees may request an annual comprehensive physical to the superintendent, if necessary.

### 12-4 Flexible Benefit Plan

The district offers its employees an Internal Revenue Code Section 125 Flexible Benefits Plan.

### 12-5 LCAA membership dues

The district agrees to facilitate the payment of membership dues for those district administrators who elect membership in LCAA through a monthly payroll deduction. LCAA will establish the dues amount on an annual basis for the subsequent school year before the start of that year. LCAA shall be responsible to communicate the dues amount to the district. The District will not collect dues from any administrator not authorizing the collection in writing at the beginning of the school year. The District is not responsible for collecting dues from employees notifying the District to terminate dues deductions at any time during the year. The Association shall indemnify and hold the District harmless including the payment of the District's attorney's fees and costs in any dispute arising from the District collecting or failing to collect dues from employees.

## **ARTICLE XIII PROTECTION AGAINST LITIGATION**

### 13-1 Legal Defense

The district shall bear the expense of a legal defense when any litigation or claim arises from the actions of an administrator who is functioning within the proper course and scope of his or her duties and responsibilities as required by Nevada law. Legal assistance to an administrator shall

be provided up to the limits of the district's liability insurance policy, which the district shall maintain for this purpose.

## **ARTICLE XIV SALARY CREDITS FOR PROFESSIONAL DEVELOPMENT**

### **14-1 Salary credit for administrator professional development**

All Administrators must have a Masters Degree and Nevada Administrative Certification. Recognizing the value of professional development for improving the quality of administrative services and overall educational program in the district, the district agrees to provide salary credits for administrators who continue their own professional growth as provided in this Article.

#### **14-1-1 *Undergraduate and graduate credits***

The district agrees to accept undergraduate for two-thirds credit and graduate credits for full credit on the salary schedule when: (a) the course taken meets the requirements for the administrator's licensure and/or (b) the course is taken to improve expertise in the administrator's area of licensure. Courses qualifying for credit must be pre-approved by the Superintendent or designee in writing. Credits for initial placement and educational advancement must meet the following:

- a. Is accepted by the Nevada Department of Education for licensing or relicensing and is:
- b. Directly related to the Administrator's certification or;
- c. Directly related to the Administrator's current assignment or;
- d. Directly related to an accredited Doctorate degree.

#### **14-1-2 *Initial Placement***

When hired, or assigned the Administrator shall be placed on the Article XI, section 11-1 salary schedule by the District Personnel Office upon receipt of official sealed transcripts from the granting accredited institution(s) and verification of previous experience in accordance with Article 11-2.

#### **14-1-3 Educational Advancement**

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

#### **14-1-4 *Appeal of Denial for Credit for Educational Advancement***

Any denial of credit may be appealed under the requirements of the negotiated grievance procedure.

## **ARTICLE XV PUBLIC EMPLOYEES RETIREMENT SYSTEM BENEFITS**

### **15-1 District contribution to PERS**

The district will pay the standard employer contribution for each administrator to PERS pursuant to the requirements of Nevada law including increase/decrease of salaries based on increase/decrease to PERS contribution.

## **ARTICLE XVI- NO STRIKE AGREEMENT**

### **16-1 Conformance with NRS 288.160**

District trustees agree to recognize LCAA as the sole bargaining unit for the administrators in the district as defined in Article I, 1-2. LCAA agrees to abide by the provisions of NRS 288.160 in that its members pledge not to strike against the district under any circumstances. "Strike" shall have the meaning ascribed to it in NRS 288.070.

## **ARTICLE XVII-REDUCTION IN FORCE**

17.1 The School District retains the right to determine when a reduction in force is necessary, the number of individuals who will be reduced, and areas where reductions in force will occur.

17.2 When a reduction in force occurs, the District will notify the Association. The Association will form an advisory committee to review the District's proposed reduction in force and provide recommendations to the District regarding how to proceed.

17.3 The parties agree that the following criteria as alphabetized below will be used when a reduction of force becomes necessary:

17-3-1 (a) Administrators that voluntarily resign their position with the District shall be first reduced from the work force. (b) Effective/Highly Effective performance evaluations from the past three consecutive school years. (c) Seniority as defined in 17.4 of this Agreement.

17.3.2 An administrator whose position is eliminated as a result of a reduction in force shall be offered any equivalent administrative position where a vacancy occurs. For purposes of this Article, an equivalent administrative position is one that is comparable to the position currently held by the administrator; that is, a principal will be offered a principalship; an assistant principal will be offered an assistant principalship.

17.3.3 If no administrator voluntarily resigns and/or no other equivalent administrative vacancy is available, then the administrator that is subject to a reduction in force will have the right to bump the least senior administrator in his or her administrative category, i.e., principal or assistant principal. A more senior principal shall have the right to bump the least senior principal and a more senior assistant principal shall have the right to bump the least senior assistant principal.

17.3.4 In the event that a more senior principal bumps the least senior principal, the least senior principal shall have the right to bump the least senior assistant principal in the

District. In no case shall an assistant principal have the right to bump a principal in the District.

17.3.5 In the event that the least senior assist principal is bumped, the District shall offer to place him or her in a teaching position in the District for which he or she is qualified by licensure.

17.3.6 In the event that a reduction in force occurs in the District office and the District office administrator affected by the reduction has previous site level principal experience in the District, he or she shall have the right to bump the least senior principal, if he or she has greater seniority than the least senior principal.

17.4 For purposes of this Article, seniority shall be defined as follows:

17.4.1 Total years of District administrative experience in the administrator's current assignment, i.e., principal or assistant principal. For purposes of determining seniority, District office administrative experience, including the Superintendency, Deputy Superintendency, associate Superintendency, and Directorships, shall be counted the same as experience in the principalship.

17.4.2 In the event that two or more administrators are affected by a reduction in force and these administrators have the same total years of administrative experience in their current assignment, the administrator with the greatest overall administrative experience in the District shall be considered the most senior administrator as determined by board hire date.

17.4.3 In the event that either of the criteria in 17.4.1 or 17.4.2 fail to distinguish the most senior administrator, i.e., they have the same total years of experience in their current assignment and the same total years of administrative experience in the District, a lottery will be used to determine the most senior administrator.

17.5 A principal assigned to an assistant principalship as a result of a reduction in force shall retain the salary he or she had prior to the reduction in force for the period of one academic year. A principal or assistant principal assigned to a teaching position as a result of a reduction in force shall retain the salary he or she had prior to the reduction in force for the period of two academic years.

17.6 A principal or assistant principal assigned to a teaching position as a result of a reduction in force shall retain the administrative seniority he or she had at the time the reduction in force occurred for as long as he or she continues to teach in the District.

17.7 Administrators affected by a reduction in force shall be recalled to a position equivalent to the one he or she held prior to the reduction, i.e., principals to a principalship; assistant principals to an assistant principalship, by seniority, as defined in 17.4, with the most senior principal receiving call back first, and so forth to the least senior assistant principal affected by the reduction. If no equivalent position is available, then the most senior principal affected by the reduction shall be offered the first available assistant principalship, pending availability of a vacant principalship. In no case shall an assistant principal be offered a principalship upon recall,

although he or she may apply for a principalship in the District if there are no principals awaiting recall.

- 17.8 Until an administrator is placed in a position equivalent to the one he or she held prior to the reduction, he or she shall continue to have the right of recall for up to two (2) academic years from the time the administrator was subject to the reduction in force. The right of recall for administrators that have become subject to a reduction in force, including the right of notice outlined in 17.9 shall continue for a period of two years from the effective date of the reduction/layoff. If, however, within the two-year period, an administrator refuses a District position for which he or she is licensed and qualified, the administrator's recall rights, administrative salary, and all other administrative rights shall be forfeited. Any vacant site administrative position in the District must first be offered to administrators awaiting recall before opening the position to other administrative applicants.
- 17.9 The District shall notify affected administrators and the LCAA leadership, to the last known contact information, of the availability of administrative positions in the District. The administrator who has been notified shall have 2 days to notify the District with his or her acceptance or rejection of the offer. If the administrator accepts the position, he or she shall have 20 days to return to work, or the offer will be withdrawn.
- 17.10 New administrators assigned to temporary positions, such as one-year only (or other time-limited positions) or grant or bond funded positions will not be eligible for the protections of this Article in the event of a reduction in force until he or she has at least five (5) years of continuous employment with the District. However, other administrators transferred into such positions shall retain the protections of this Article.

## **ARTICLE XVIII-DISCIPLINE**

- 18-1 Corrective and disciplinary action, when necessary, shall be designed to provide a fair and structured way for employees to improve and/or correct their job performance and/or behaviors, which do not meet the standards or demands of their positions. This shall provide a fair and equitable treatment for all employees. The District shall give employees an opportunity to improve and/or correct their job performances and/or behaviors, which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve Ineffective or Minimally Effective performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected. Should the disciplinary action be deemed necessary, it is the expectation that the standard rules of progressive discipline shall apply.
- 18-2 No administrator shall be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred or dismissed without just cause. Any such action as outlined above without just cause asserted by the District or representative thereof shall be subject to the Professional Grievance Procedure. All information forming the basis for such disciplinary action will be made available to the administrator and the Association.



- 18-3 Before the District proceeds with a suspension of an administrator, except when an immediate suspension is necessary where the Superintendent believes that cause exists for the dismissal of the administrator and it is necessary in the best interest of students in the District, the administrator shall be notified of the proposed suspension and have a period of ten school days after the receipt of the notice within which to file a grievance under the Professional Grievance Procedure, Article VI of the Negotiation Agreement, to challenge whether the District has just cause to impose the suspension. If no such grievance is filed, the District shall immediately impose the suspension. This method of challenging any proposed suspension shall be in lieu of any other challenge, including but not limited to any challenge under NRS 391.314 or NRS 391.317.
- 18-4 An administrator is entitled to representation when meeting with his/her supervisor or designee on job related matters that may result in disciplinary action. Representation for the employee and the District shall be purposeful to the resolution of issues.
- 18-5 A letter of concern, reprimand, admonition, and/or any like written communication issued to an administrator, who within the time granted for improvement has met the standards set for him/her by the District Administration who issued the admonition and/or communication, shall be removed from the records of the employee not later than three (3) years after it is issued.

**ARTICLE XIX-TERMS OF THE AGREEMENT**

19-1 Time frame and application of the Agreement  
 Upon ratification of the Agreement by members of LCAA, the terms of the Agreement shall remain in full force and effect and shall be binding on both parties to the Agreement until June 30, 2017 or until a successor Agreement shall be reached between parties and ratified by the membership of LCAA.

19-1 Time frame and application of the Agreement  
 Upon ratification of the Agreement by members of LCAA, the terms of the Agreement shall remain in full force and effect and shall be binding on both parties to the Agreement until June 30, 2015 or until a successor Agreement shall be reached between parties and ratified by the membership of LCAA.

REVISED 2013

19-2 Notice of intent to reopen negotiations  
 Either party to this Agreement shall give written notice to the other party on or before February 1<sup>st</sup> of any year following the term of this agreement, of its intention to reopen negotiations on any provisions of the Agreement. If the parties agree to a contract with a term of more than 1 year the contract cannot be reopened for negotiations during its term without the written consent of both parties to this Agreement. The parties are limited to each opening a maximum of five (5) Articles unless mutually agreed otherwise in writing.

## **ARTICLE XX-ADMINISTRATIVE VACANCIES**

### **20-1 Administrative openings**

Whenever an administrative opening occurs either by vacancy or the creation of a new position, the district shall post the position for a period of 3 days internally for qualified administrators.

### **20-2 Voluntary transfer**

Qualified administrators in the district who wish to transfer to an equivalent open position (lateral transfer) may be transferred to the equivalent position at the discretion of the superintendent. If more than one qualified administrator makes application for the position, the district shall make a selection after interviewing all qualified district administrators. A qualified administrator shall be one that is properly licensed to hold the position, currently holds the equivalent position, or a higher position, and has received an "effective" or "highly effective" evaluation in the past two contract years.

### **20-3 Administrator participation on interview panels**

When interviewing for administrative openings at either the site or district level, the district shall include at least one administrator as a participant on the interview panel, unless it is clearly not feasible to do so.

### **20-4 Emergency appointments**

Administrative vacancies that occur after August 1<sup>st</sup> for the coming year or after the student's first day of school may be filled by appointment of the superintendent. When administrative openings are filled by appointment rather than through notice to LCAA that position was filled.

## **ARTICLE XXI-GENERAL SAVINGS CLAUSE**

This Agreement is the sole agreement of the parties extinguishing all prior agreements, understandings and practices whether written or unwritten. If any provisions of this Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provisions or applications of this Agreement. Except for those parts that shall be considered null and void, this Agreement shall remain in full force and effect and shall be binding upon the parties for the term of the Agreement.

Principal and Assistant Principal Salary Schedule 2012/2013															
	Time	Education		Experience		Activity				VP	Responsibility				
		MA+16	MA+32	1	2	Supervise	Level	Prin							
Middle (215)	0.025	MA+16	0.038	1	0.038	12+	0.028	Elem	0.005	0.000	VP	0.000			
High (220)	0.050	MA+32	0.076	2	0.076	17+	0.038	Middle	0.055	0.000	Prin	0.010			
B VPR(195)	-0.075	DR \$	1,107	3	0.114	22+	0.052	High	0.095	0.010					
				4	0.152	31+	0.068								
				5	0.190	40+	0.078								
						57+	0.088								
						74+	0.098								
Prior base sal	\$67,873	PERS ADJ	.98875												
% Raise	0.00%														

  

YRS	Elementary VPs				Middle VPs				High VPs				Elem Principals				Middle Principals				High P		
	MA	MA+16	MA+32	DR	MA	MA+16	MA+32	DR	MA	MA+16	MA+32	DR	MA	MA+16	MA+32	DR	MA	MA+16	MA+32	DR	MA	MA+16	
<b>Factor Table</b>																							
0	0.925	0.963	1.001	n/a	1.000	1.038	1.076	n/a	1.010	1.048	1.086	n/a	1.015	1.053	1.091	n/a	1.090	1.128	1.166	n/a	1.155	1.193	
1	0.963	1.001	1.039	n/a	1.038	1.076	1.114	n/a	1.048	1.086	1.124	n/a	1.053	1.091	1.129	n/a	1.128	1.166	1.204	n/a	1.193	1.231	
2	1.001	1.039	1.077	n/a	1.076	1.114	1.152	n/a	1.086	1.124	1.162	n/a	1.091	1.129	1.167	n/a	1.166	1.204	1.242	n/a	1.231	1.269	
3	1.039	1.077	1.115	n/a	1.114	1.152	1.190	n/a	1.124	1.162	1.200	n/a	1.129	1.167	1.205	n/a	1.204	1.242	1.280	n/a	1.269	1.307	
4	1.039	1.115	1.153	n/a	1.114	1.190	1.228	n/a	1.124	1.200	1.238	n/a	1.129	1.205	1.243	n/a	1.204	1.280	1.318	n/a	1.269	1.345	
5	1.039	1.115	1.191	n/a	1.114	1.190	1.266	n/a	1.124	1.200	1.276	n/a	1.129	1.205	1.281	n/a	1.204	1.280	1.356	n/a	1.269	1.345	
<b>Salary Table</b>																							
0	EV P0	EV P16	EV P32	EV PDR	MV P0	MV P16	MV P32	MV PDR	HV P0	HV P16	HV P32	HV PDR	EP R0	EP R16	EP R32	EP RDR	MP R0	MP R16	MP R32	MP RDR	HP R0	HP R16	
1	62,782	65,361	67,941	69,048	67,873	70,452	73,031	74,138	68,551	71,131	73,710	74,817	68,891	71,470	74,049	75,156	73,981	76,560	79,140	80,247	78,393	80,972	
2	65,361	67,941	70,520	71,627	70,452	73,031	75,610	76,717	71,131	73,710	76,289	77,396	71,470	74,049	76,628	77,735	76,560	79,140	81,719	82,826	80,972	83,551	
3	67,941	70,520	73,099	74,206	73,031	75,610	78,189	79,296	73,710	76,289	78,868	79,975	74,049	76,628	79,207	80,314	79,140	81,719	84,298	85,405	83,551	86,131	
4	70,520	73,099	75,678	76,785	75,610	78,189	80,769	81,876	76,289	78,868	81,447	82,554	76,628	79,207	81,787	82,894	81,719	84,298	86,877	87,984	86,131	88,710	
5	70,520	75,678	78,257	79,364	75,610	80,769	83,348	84,455	76,289	81,447	84,026	85,133	76,628	81,787	84,366	85,473	81,719	86,877	89,456	90,563	86,131	91,289	
	70,520	75,678	80,836	81,943	75,610	80,769	85,927	87,034	76,289	81,447	86,606	87,713	76,628	81,787	86,945	88,052	81,719	86,877	92,035	93,142	86,131	91,289	
<b>Supervisory</b>	12+	1,900	17+	2,579	22+	3,529	31+	4,615	40+	5,294	57+	5,973	74+	6,652									

Additional steps at a flat rate, not factored in to the formula above, for years of experience:  
 10th year- \$1000.00  
 15th year- \$1500.00  
 20th year- \$2000.00  
 Retroactive to July 2013

REVISED 2013