MASTER CONTRACT

BY AND BETWEEN THE

NYE COUNTY SCHOOL DISTRICT

AND

Nye County Association of School Administrators (NCASA)

Master Contract
July 1, 2025- June 30, 2027

NCASA MASTER CONTRACT
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NYE COUNTY ASSOCIATION OF SCHOOL ADMINISTRATORS (NCASA)

CONTRACT

PREAMBLE

WHEREAS, pursuant to the provisions of Chapter 288 of the laws of the State of Nevada, known as the local government Administrator-Management Relations Act, the Nye County Building Administrators (hereinafter referred to as NCASA) has been recognized as the exclusive bargaining representative for the unit hereinafter described by the Nye County Board of School Trustees (hereinafter referred to as the Trustees), and

WHEREAS, the Trustees and the NCASA 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-administrator relationships.

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

ARTICLE 1

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 administrative employees who hold administrative positions requiring educational certification as set forth below and who are eligible for membership in the Nye County Association of School Administrators (hereinafter referred to as the NCASA) with the exception of such administrators who are excluded by NRS 288 and those administrators holding a dual position of site and district office administration.
Positions covered by this Agreement:

- High School Principal
- Secondary Assistant Principal (middle/junior high & high school)
- Middle/Junior High School Principal
- Elementary School Principal
- Elementary Assistant Principal
- Dean of Students

1.3
The term **"Trustees,"** as used in this Agreement, shall mean the Board of School Trustees of the Nye County School District and is the entity known as the Local Government Employer in NRS 288.060.

1.4
The term **"Association,"** as used in this Agreement, shall mean the NCASA and is the entity known as the Employee Organization in NRS 288.040.

1.5
The term **"School District,"** as used in this Agreement, shall mean the Nye County School District.

1.6
The term **"Superintendent,"** as used in this Agreement, shall mean the superintendent of schools of the Nye County School District or the designated representative.

1.7
The term **"Personnel Officer,"** as used in this Agreement, shall mean the School District's Director of Human Resources, or the Superintendent/Designee.

1.8
The term **"Trustee"** and **"Association"** shall include authorized officers and representatives.
Despite references herein to "Trustees" and "Association" as such, each reserves the right to act hereunder by committee or designated representative.

1.9
The term "**Board"** means the Local Government Employee-Management Relations Board, as provided by NRS 288.030.

1.10
The term **"Agreement"** refers to the name of this document, being the Professional Negotiations Agreement between the Nye County School District and NCASA.

1.11
The term **"School Year"** shall be defined as stated in NRS 388.08. The contracted public school year shall commence on the first day of July and shall end on the last day of June.

1.12
The term **"Contracted School Year,"** as used in this Agreement, means days between July 1st and June 30th of any given year, which are designated as work days on an administrator's approved work calendar.

1.13
The term **"Executive Committee"** refers to the four (4) elected officers (the President, Vice-President, Secretary, and Treasurer) and the immediate past President of NCASA.

1.14
For the purpose of this Agreement, a "**Work Day**" is defined as any calendar day that the District offices are open.

ARTICLE 2

RECOGNITION

2.1
The Trustees recognize NCASA as the exclusive representative of all administrators employed by the Nye County Board of School Trustees, with the exception of such employees as are excluded by NRS 288 and those administrators holding a dual position of site and district administration. After initial hire, it is understood and expressly agreed that neither the district nor its agents will negotiate with individual administrators regarding wages, hours, and other conditions of employment as outlined in NRS 288.033 and NRS 288.150. That privilege is expressly granted to NCASA as an organization.

2.2
Membership of NCASA shall consist of those administrators listed below and who are eligible for membership in NCASA with the exception of such administrators who are excluded by NRS 288, and with the exception of those administrators holding a dual position of site and district office administration.

Positions covered by this Agreement:

- High School Principal
- Secondary Assistant Principal (middle/junior high & high school)
- Middle/Junior High School Principal
- Elementary School Principal
- Elementary Assistant Principal
- Dean of Students

2.3
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," "hers" or "her."

ARTICLE 3

ASSOCIATION RIGHTS

3.1
It is understood that the contract will apply equally to all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization. The Association will continue to admit administrative persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, sex, age or handicap.

3.2
The NCASA will have the right to self-organize, designate representatives of their own choosing in negotiating the terms and conditions of their employment, and they will be free from interference, restraint, or coercion by the District, or its agents, in the carrying of said activities.

3.3
Association membership shall be at the sole discretion of the administrator.

3.3-1
The Association will certify to Nye County School District (NCSD), in writing, the names of individuals in their organization who will be participating in the membership dues deduction. This notice to the School District shall be on or before September 15th of each year.

3.4
The School District agrees to deduct dues from the salaries of administrators who have indicated membership as dues-paying members, and who are covered by this Agreement exclusively for the Association, The Nye County Association of School Administrators, (NCASA). These monies shall be transmitted promptly to the appropriate organization. All requests for such deductions must be in accordance with the laws of Nevada (NRS 608.110).

3.5
The Association will certify to the School District in writing by July 15th of any year the current rate of membership dues.

3.6
Deductions referred to in Section 3.4 above will be made in equal installments twice each month beginning with the first pay period of October in any given year. The School District will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than the first of the month prior to the distribution of the payroll from which the deductions are to be made.

3.7
The Association will notify the School District monthly of any changes in membership. Any administrator desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 15 or by March 15 of each year for that school year's dues and the Association must notify the School District in writing by September 25 or March 25 to discontinue the administrator's deduction.

3.8
It is recognized that the School District, in agreeing to deduct dues, is performing solely an administrative function on behalf of the Association for its convenience, and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees it may incur, in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual administrator. Further, in the event the School District fails to collect dues under this Article because of a lack of available funds due the administrator, the Association will be responsible for collection of the sum from the administrator.

ADMINISTRATOR REPRESENTATION

3.9
An administrator about to undergo an investigatory interview is entitled to an Association representative and reasonable notice shall be given. Reasonable notice shall mean notification no later than the day prior to the actual meeting, except when circumstances may require a prompt investigatory interview. Any and all notices of the supervisor's desire to hold a conference with an administrator shall include the subject of the conference. The notice must be provided verbally, physically handed to the administrator, or emailed.

3.9-1
An administrator has the right to representation during the course of an interview if the supervising administrator takes any steps beyond merely informing the administrator of a disciplinary action.

3.9-2
All investigatory interviews must begin within the administrator's work day as defined in Article 13.1.

3.10 Association Participation Rights
The District may consider the inclusion of a building administrator as an active member of the District negotiation team when conducting negotiations with NCSSO and NCCTA. The School District will notify the Association, in writing, of the selected members of the NCASA for the District negotiation meetings no later than January 15 of each negotiating year.

ARTICLE 4

CORRECTIVE DISCIPLINE, RESIGNATION, SUSPENSION, DEMOTION, DISMISSAL, AND REFUSAL TO REEMPLOY PROBATIONARY AND POST-PROBATIONARY EMPLOYEES

4.1
Corrective and disciplinary action is designed to provide a fair and structured way for administrators 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 administrators.

4.2
The District will, through a corrective discipline system, give administrators an 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 measure utilized will be commensurate with the deficiency to be corrected.

4.3
If disciplinary action is deemed necessary, the following steps will be taken:

a. **Warning** – A Documented Warning may be issued for a non-egregious violation of this Agreement, NCSD policy and regulations, and NRS and Federal Statutes. Deficient performance or acts of misconduct shall be conveyed to the administrator in writing with a written directive for change, and placed in the administrator's file held by the immediate supervisor for six (6) months, and may be removed after six (6) months upon request of the administrator, providing no ensuing discipline occurs during that six (6) months. A written acknowledgement of the receipt of the warning must be obtained.
b. **Written Reprimand** – A Written Reprimand will be used for more serious violations of this Agreement, NCSD policy and regulations, NRS and Federal Statutes, or acts of misconduct, and/or continuous performance deficiencies. The Final Formal Written Reprimand, including a letter of expectations shall be placed in the administrator's personnel file in Human Resources for twelve (12) months, and may be removed after twelve (12) months upon the request of the administrator, providing no ensuing discipline occurs during that twelve (12) months.
c. **Suspension Without Pay** – If, despite previous warnings an administrator still fails to reach the required standards in the specified time frame, the administrator may be suspended without pay. Human Resources must issue a written notice of Suspension Without Pay, identifying the action or actions leading to the suspension. Under suspension, the administrator is barred from working for a period of time, and his/her salary is docked accordingly. Suspension Without Pay actions could range from one (1) to twenty (20) days. After returning from a Suspension Without Pay, the District reserves the right to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate the employee and to provide further support and training. An administrator may also be placed on Suspension Without Pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge, and is generally utilized when the administrator is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal

district business.

d. **Termination** – Termination may be used for the more serious and most severe violations of this Agreement, NCSD policy and regulations, NRS and Federal Statutes, or for egregious actions or actions of gross misconduct. See also Article 4.5.

4.4 Resignation

1. **Resignation** - An employee who resigns during their contract year shall be subject to the penalties listed below:

    a. An employee who resigns during the contract year shall be subject to a five percent (5%) penalty of the base salary of the adopted NCASAs' salary schedule. This fine will be deducted from the employee's final pay checks. Any outstanding balance will be billed to the employee immediately. (6353R)
    b. Suspension or revocation of license for employee's failure to fulfill employment obligations or breach of contract; NRS 391.350, NAC 391.500.
    c. An employee who accepts a contract (via letter of intent) from NCSD and resigns on or after June 1st, may be subject to a five percent (5%) penalty of the base salary of the adopted NCASAs' salary schedule regardless of length of notice given, as well as suspension or revocation of license.
    d. Any provisions within 4.4 may be waived if mutually agreed upon by the employee and the Superintendent/Designee.

4.5 Suspension, Demotion, Dismissal, and Refusal to Reemploy Probationary and Post-Probationary Employees

The School District and the Association agree to adhere to the provisions of NRS 391.750-391.826 for all disciplinary actions and matters related to the reemployment of probationary and post-probationary employees, as may be amended from time to time.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1
A grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of the provisions of this Agreement. A grievance shall not include any matter or action taken by the Trustees, or any of its agents, for which relief is granted by the statutes of the State of Nevada or the Federal Government.

5.2
A grievance may be initiated by an individual administrator, a group of administrators who are directly affected by the dispute, or NCASA.

5.3
A grievance involving more than one (1) administrator may be commenced at Step Two of the grievance procedure by filing a written grievance.

5.4
A grievance as defined above must be initiated no later than ten (10) work days after the affected administrator(s) or NCASA first knew, or should have known, of the act or condition upon which the grievance is based.

5.5
During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance. All proceedings in any grievance shall be conducted in private and full confidentiality shall be maintained.

5.6
All grievances shall be processed in the following manner:

5.6-1 Step One – (Informal Meeting)
A grievant will first attempt to resolve it informally by meeting with the appropriate supervisor within the ten (10) work days specified in 5.4. The supervisor will agree to meet with the grievant and his representative at a mutually agreeable time within the above specified time. It is understood that the time during which the supervisor has to render the decision begins the next day after the informal meeting. The supervisor shall render a decision not later than seven (7) work days from the date of the meeting. If the grievant is not satisfied with the decision of the supervisor, the grievant may proceed to Step Two.

5.7 Step Two – (Written Notice)
If the grievance has not been resolved as a result of the informal proceedings, the grievance may be submitted to the Superintendent/Designee within fifteen (15) work days following the decision of the supervisor. The grievance shall be in writing, dated, and the receipt of the grievance initialed and dated by the Superintendent/Designee. Copies of the grievance shall be submitted to all parties officially present during the informal hearing.

5.7-1
In the event a grievance is submitted to Step Two in a timely manner, the Superintendent/Designee and the supervisor/director being grieved shall meet with the affected administrator(s) within seven (7) work days after receiving the grievance.

5.7-2
The Superintendent's/Designee's decision shall be submitted in writing to all parties within ten (10) work days after the meeting and his response shall include the reasons upon which his decision is based.

5.8 Step Three – (Mediation)
The Superintendent's/Designee's decision may be appealed by the aggrieved party to mediation within ten (10) work days after the Superintendent's/Designee's decision at Step Two.

5.8-1
The Superintendent/Designee must respond to a grievance request for mediation within ten (10) work days.

5.8-2
A mediator will be obtained from the Federal Mediation and Conciliation Service. In the event that a FMCS Mediator is not available, a private Mediator may be utilized, upon the mutual agreement of the Superintendent/Designee and the Association.

5.8-3
The mediator shall confer with the Superintendent/Designee and the Association and schedule a hearing at a mutually agreed-upon date.

5.8-4
The cost of such services of the Mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other expenses will be paid by the party incurring them.

5.9 Step Four – (Binding Arbitration)
If the parties do not resolve the grievance at Step Three, then the aggrieved party may present the grievance to binding arbitration within ten (10) work days after the mediation date.

5.9-1
The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of expedited Labor Arbitration.

5.9-2
The Expedited Labor Arbitration format will be used at this level.

5.9-3
The Arbitrator will consider the grievance and render a decision that will be final and binding upon the parties.

5.9-4
The costs of all arbitration shall be borne as follows:

5.9-4a
The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparations of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.

5.9-4b
The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator shall determine the losing party.

5.9-4c
If a court reporter is requested by either party or by the arbitrator, the arbitrator will determine payment of the costs of the reporter and transcripts.

5.10
The time for a grievance meeting will be set by mutual agreement between the parties. The meeting may occur during or outside the work day. In the event a grievance meeting is scheduled and held during the work day, the administrators covered by this Agreement who participate in such a meeting shall do so without loss of pay as per Article 8.1.

5.11
A grievance shall be considered null and void if not filed and processed by the aggrieved administrator(s) or the Association in accordance with the time limitation set forth above, unless the parties involved agree in writing to extend said timelines.

5.12
A grievance shall be decided in favor of the aggrieved administrator(s) if the time limitations are not observed by the District.

5.13
A grievance shall be decided in favor of the District if the time limitations are not observed by NCASA.

5.14
All time limitations may be extended by mutual agreement of both parties.

5.15
No reprisals may be taken by the Trustees or their agents, against any administrator(s) for having filed a grievance or for having participated in the grievance procedure on behalf of the grievant.

ARTICLE 6

USE OF FACILITIES

6.1
The Association shall have the right to use school mailboxes and the inter-school mail service for the distribution of responsible material initiated by the Association. Copies of all materials shall be given to the Superintendent and the director of personnel. The material will be clearly identified and the Association accepts the responsibility for such material. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent.

6.2
From the effective date of the Agreement to its termination, the Association shall be allowed the use of school buildings and premises, and other needed equipment (excluding video telecom equipment) for Association meetings and activities outside the regular work day for Administrators as long as arrangements have been made with the principal of the building and so long as the use does not conflict with the use by other employee organizations previously authorized as provided by District regulations. Further, such activities shall not conflict with any regular or special educational activities and may not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of the buildings on other than work days requires approval by the Superintendent. Any added expense resulting from Association use shall be paid for by the Association. If the privileges extended herein are misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent.

ARTICLE 7

PERSONNEL FILES

7.1
A copy of each written document concerning an administrator which the District places in the administrator's permanent personnel file shall be provided to that administrator. The administrator must sign the personnel file copy of the document as acknowledgement of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document.

7.2
An administrator may prepare a written response, which will become a part of the administrator's personnel file and will remain a part of said file as long as the document responded to remains a part of the file. In order to ensure that the response is not inadvertently overlooked, the administrator will note under his or her signature on the document at the time the response is delivered that a response has been made, and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's document. If an administrator desires to make a written response to any document by the supervisor, the administrator's response must be made within fifteen (15) work days. Upon written request of the administrator, a waiver of the time limits by the supervisor, not to exceed (10) work days, may be granted. When a copy of the supervisor's written document is forwarded to any other location, a copy of the administrator's written response must be attached.

7.3
Access to personnel files of administrators shall be on a need-to-know basis only. Permanent files of administrators shall be kept in the personnel department and are strictly confidential. Review of such files shall be limited to the Superintendent/Designee, and authorized clerical personnel. Such reviews shall be noted by the date and signature of reviewer.

7.4
Admonitions issued to an administrator, who within the time granted for improvement has met the standards set for him/her by the administrator who issued the admonition, will be removed from the records of the administrator together with all notations and indications of its having been issued. An admonition may be removed from the records of the administrator two (2) years after it is issued, but must be removed after three (3) years, as long as the administrator has received no subsequent negative materials for the same or related matter. It is understood the request to remove an admonition must be made in writing.

7.5
Letters or reports (other than evaluations or letters of admonition) that are critical of an administrator's performance may be removed from the records of the administrator two (2) years after it is issued, but must be removed after three (3) years, as long as the administrator has received no subsequent negative materials for the same or related matter. It is understood the request to remove an admonition must be made in writing. This provision does not apply to letters or reports of substantiated criminal activity or investigations, arrests and convictions.

7.6
Only evaluations, documents identified as steps in progressive discipline, and responses to the evaluation and progressive discipline documents are to be placed in the administrator's official personnel files. Upon the request of the administrator and the approval of the School District, documents of commendation may also be included in the administrator's official personnel files. It is understood that pre-employment information, individual contracts, communication from the personnel office related to placements, and information related to the administrative selection process is also kept in the administrator's official personnel file. Settlement agreements, grievances, grievance decisions, and arbitration records will be placed in a separate file apart from the administrator's working or official personnel file. Medical records shall not be placed in the administrator's official personnel files.

7.7
Admonitions issued to an administrator, who within the time granted for improvement has met the standards set for him/her by the supervisor who issued the admonition, will be removed from the records of the administrator, together with all notations and indication of its having been issued, upon written request of that administrator. When the written request is received by the School District, the admonition and any written response from the administrator's official personnel file must be returned to the administrator within ten (10) school days.

7.8
Documents that are removed from the administrator's official personnel files are to be returned to the administrator. Copies of documents that are removed from the administrator's official personnel file may be maintained in a legal file in the Office of District Counsel and is accessible on in the defense of litigation or in the defense of employment related actions.

ARTICLE 8

ASSOCIATION LEAVE

8.1
Upon one (1) week written notification from the Association to the Superintendent of Nye County School District, unlimited hours may be granted Association members each year for the purposes of attending Association meetings, conferences, delegate assemblies, union negotiations, union business and conventions.

For all leave hours granted and taken under this provision the Association shall reimburse the District for the cost of the employee's salary, benefits and a substitute when used.

SICK LEAVE

8.2
At the beginning of each school year, each administrator will be credited with fifteen (15) days of sick leave at full salary for personal illness or disability, maternity, personal medical appointments, quarantine or communicable disease. Sick leave is given in hours and equates to 120 hours for 5- day school administrators and 150 hours for 4-day school administrators. Sick leave may be accumulated indefinitely; however, payment of unused sick leave upon termination of employment is limited. Continuous use of accumulated sick leave is limited to one (1) contract year/calendar year from the beginning of such continuous use of sick leave.

a. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

b. The administrator may use up to ten (10) of the allotted sick days each year for the necessary care of ill or disabled immediate family members or anyone living in the same household. Immediate family includes mother, father, sister, brother, children, spouse and grandparents. Other serious family illness shall be allowed with the recommendation of the supervisor and approval of the Superintendent.

c. An administrator who is unable to work because of illness or disability and who has exhausted all sick leave available will be granted a leave of absence without salary for the duration of the illness or disability. Leave of absence without salary is not to exceed one (1) work year in length. An extension of the leave of absence without salary may be granted with the recommendation of the supervisor and the approval of the Superintendent.

d. Each administrator shall furnish satisfactory proof of the necessity for the sick leave, if such proof is requested by the Superintendent.

   Sick leave is considered to be excessive and /or a person is chronically absent when the employee's absences are at 10% or above in a school year. Exceptions to this is when an employee is on an approved leave of absence (paid or unpaid), FMLA, Americans with Disability Act (504), or Personal Days. Pursuant to NCSD Policy 6227.

If the district believes sick leave usage is deemed excessive, per this article, a review will be conducted. If the review indicates that an employee's use of sick leave is excessive, questionable, or not in accordance with the provisions of the Article, the District, at the District's expense, may require an employee to have a physical examination from a physician of the District's choice from a list of qualified physicians licensed to practice in the State of Nevada or at the option of the District to submit a written certificate from a physician of the employee's choice confirming the necessity of the absence due to illness. The District has the right to make any inquiries that would be applicable when abuse of sick leave is suspected.

Sick leave may be accumulated indefinitely; however, payment of unused sick leave upon termination of employment is limited (see Policy 6228). Continuous use of accumulated sick leave is limited to one contract year/calendar year from the beginning of such continuous use of sick leave.

e. The employee must notify his/her immediate supervisor when sick leave is required. Such notice should be given on the preceding day, if possible. In an emergency, notification shall be made as soon as possible to the supervisor, and the appropriate leave must be submitted via the employee leave portal.

f. After five (5) years of service and upon termination of employment, administrators will receive a lump sum payment for all days of accumulated unused sick leave up to eight-hundred forty (840) hours maximum, at the rate of fifteen percent (15%) of his/her current daily salary times the number of days accumulated.

g. After ten (10) years of service and upon termination of employment, administrators will receive a lump sum payment for all days of accumulated unused sick leave up to eight-hundred forty (840) hours maximum, at the rate of twenty-five percent (25%) of his/her current daily salary times the number of days accumulated.

h. After a total of seventeen (17) years of service and upon termination of employment, administrators will receive a lump sum payment for all days of accumulated unused sick leave up to one thousand one hundred twenty (1120) hours maximum, at the rate of thirty-five percent (35%) of his/her current daily salary times the number of days accumulated.

i. The administrator must notify the appropriate supervisor when sick leave is required. Such notice should be given on the preceding day, if possible. In an emergency, notification shall be made as soon as possible.

j. Each administrator who uses forty (40) hours or less sick leave in the preceding year may sell back up to fifty-six (56) hours of unused sick leave at the rate of thirty dollars ($30) per hour. Each administrator who uses fifty-six (56) hours or less sick leave in the preceding year may sell back up to forty (40) hours of unused sick leave at the rate of thirty dollars ($30) per hour.

SICK LEAVE BANK

8.3

Under this agreement, licensed staff covered by this contract may voluntarily become members of the NCASA sick leave bank by contributing a minimum of 8 hours for employees of 5-day schools, and l0 hours for employees of 4-day schools upon joining the bank for the establishment and operation of the bank. Additional days needed to operate the sick bank within the terms explained in the Master Contract will be assessed alphabetically from the sick bank membership at the rate of 8 hours for employees of 5-day schools, and 10 hours for employees of 4-day schools per member per assessment. This bank is to assist administrators who have long term illness or disabilities and who have exhausted their sick leave accumulations. Administrators who would like to donate additional days to the bank may do so voluntarily.

a. Only individuals who have contributed to the bank are eligible for benefits.

b. Membership and benefits are available only to bargaining unit members who have been employed by the Nye County School District (NCSD) for a minimum of one (1) year and have been a member of the sick leave bank for a minimum of one (1) year.

c. The maximum cumulative time which any one person can be granted from the bank during one school year is 240 hours. The maximum cumulative time any one person can be granted from the bank during his/her period of employment with NCSD is 440 hours.

d. A committee of two (2) members of the Association working in conjunction with the Superintendent/designee, shall have sole discretion to grant or deny requests for use of sick bank leave made by eligible administrators.

e. The Association shall work cooperatively with the NCSD in the operation of the sick bank.

f. At the beginning of each school year there will be an open enrollment period ending on September 15th. Eligible administrators must notify the District Office and the Association in writing of their desire to participate in the bank.

g. Administrators enrolled in the bank will automatically continue their participation from year to year unless they notify the District Office 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.

h. A statement of participation in the sick leave bank will be included in the yearly sick leave accounting update given by the District to each administrator.

i. When the total number of days in the sick leave bank is reduced to thirty (30) days or less, the Association will inform the bank membership that a special assessment of one (1) sick leave day per selected member will be made to reimburse the bank. The maximum number of sick leave days that may be placed in the bank through special assessment is fifteen (15), and may be placed in the bank one (1) time per calendar year. The NCASA Executive Board will assess the membership for the sick leave bank on a rotating alphabetical basis.

j. The maximum number of sick leave days allowed in the bank per calendar year, through

enrollment of new members and assessment of current members, will be fifty (50). The maximum number of days in the bank will be subject to annual review to reflect the change in the number of licensed administrators.

ARTICLE 9

EXTENDED LEAVES OF ABSENCE

9.1
Administrative leaves of absence without pay may be granted to an administrator by the Superintendent, for a period not to exceed one (1) year, where the administrator has identified, to the satisfaction of the Superintendent, a personal or family situation which will require the release of the administrator from his contractual responsibilities.

9.1-1
Prior to the use of leave without pay, an administrator must first exhaust all other applicable leave time available.

9.2
Administrators adopting a minor child may receive sick leave with pay, up to twenty (20) work days, or an administrative leave without pay, which shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements of adoption.

9.3
A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick, injured or disabled member of the administrator's immediate family. This includes mother, father, sister, brother, children, spouse, and grandparents. Other individuals may be included with the approval of the Superintendent. Additional leave may be granted at the discretion of the Superintendent.

9.4
Leaves of absence without pay, for study or other professional improvement, may be granted to administrators with the approval of the Superintendent for a period not to exceed one (1) year. To be eligible for such leave, the administrator must have completed two (2) years of satisfactory service with the District.

9.5
An administrator, upon return from leave granted pursuant to 9.1 through 9.4, will maintain his/her same position on the salary schedule unless the administrator had qualified for salary advancement at the time the leave expires. Administrators, while on one of the above mentioned leaves, may continue to participate in the Group Health Plan at the administrators' expense. Administrators, while on any of the above mentioned leaves, are not eligible to receive sick leave or retirement credit. Administrators shall not receive increment credit for leave granted pursuant to 9.1 to 9.4.

9.6
Benefits to which the administrators were entitled at the time their unpaid leave of absence commenced, including unused accumulated sick leave, shall be restored to these administrators granted leave pursuant to this Article upon their return. An administrator returning from a leave pursuant to 9.1 through 9.4 shall be assigned to a comparable position which he held at the time

said leave commenced. Compensation for any position assigned to an administrator upon return from a Leave of Absence without pay will be as per the District Administrative Salary Schedule for the position assigned. Administrators returning from leave shall notify the District on or before February 15th of the prior school year of their intent to return. Failure to comply with the provisions of this Article will terminate the re-employment agreement.

9.7

If the conditions change under which an administrator is granted leave pursuant to 9.2 and 9.3 of this Article, the administrator may request return to active status. Said request is to be submitted in writing to the director of personnel. If approved, the director of personnel will return the administrator to active status. Compensation for a position acquired by a returning administrator will be as per the District Administrative Salary Schedule for the position assigned.

9.8

All leaves and extensions or renewals of leaves shall be applied for and granted or denied in writing.

ARTICLE 10

MILITARY LEAVE

10.1
Military leave will be granted to administrators under the provisions of NRS 281.145.

ARTICLE 11

SABBATICAL LEAVE

11.1
An administrator who has completed seven (7) full years of continuous service to the District is eligible for sabbatical leave. Such leave may be granted to an administrator who wishes to pursue full-time study in an accredited college or university. Such study(ies) must be directly related to the administrator's work assignment.

11.2
An administrator applying for a sabbatical leave must submit his/her application no later than March 1st of the school year immediately preceding the year of the sabbatical. A committee of two administrators chosen by the District and two (2) members selected by the Association will review the proposed program of study, and as a committee make a recommendation to the Superintendent.

11.3
An administrator applying for a sabbatical leave must submit a formal educational plan, which will be pursued during the course of the sabbatical.

11.4
Salary of the successful applicant for Sabbatical leave shall be at one-quarter (1/4) his/her annual salary in effect during the sabbatical school year. An administrator approved for Sabbatical leave who wishes to be paid while on leave shall furnish a surety bond for twenty-five percent (25%) of the administrator's annual rate indemnifying the district against loss in the event the administrator fails to render the minimum services after return from leave. The administrator will agree in writing to return to the District's employ for a minimum of two (2) years following the completion of Sabbatical leave. An administrator on Sabbatical leave who had furnished a surety bond will receive benefits, including that portion of the Group Medical Insurance normally paid by the District, as well as the appropriate premiums for PERS based on the administrator's Sabbatical salary.

11.5
After completion of the sabbatical year, the administrator must submit a formal written report and verification of full-time study to the Superintendent.

11.6
After the successful completion of the Sabbatical year, the administrator will receive a service increment for the year of study as per the Administrative Salary Schedule.

11.7
Credits earned while on Sabbatical leave may be used for advancement on the Administrative Salary Schedule.

11.8
No more than one (1) administrator may be on Sabbatical leave during any contract year.

11.9
Upon returning from a Sabbatical leave, the District agrees to reinstate the administrator to his/her original position, or give preference to the administrator for a comparable existing position or vacancy for which the administrator is qualified. If the administrator accepts a preferred position, he/she will be compensated at the appropriate salary that the preferred position commands.

ARTICLE 12

LEAVE

12.1 Personal Leave

All administrators covered by this Agreement shall be granted thirty-two (32) hours of personal leave time each year. Unused personal hours will be allowed to accumulate up to a total of fifty-six (56) hours.

12.2 Flex Days

In recognition of time demands placed on School Administrators during the school year, up to six (6) work days may be used as flex days by Principals and up to three (3) work days may be used as flex days by Assistant Principals/Dean of Students. Flex days must be taken with supervisor approval. School Administrators are expected to use best judgment regarding school needs when scheduling use of flex days. If the request is at the end of the work calendar, normal year-end check-out procedures must be completed. There shall be no carry-over or cash-in of unused flex days from one year to the next.

12.3

Four-day School Administrators who are required to attend district meetings or training on Fridays will have two options for compensation for these events:

a. One (1) additional Flex Day
b. Current Substitute Administrator hourly rate of pay

ARTICLE 13

WORK DAY

13.1
All administrators covered by this Agreement shall be required to work at the work location a minimum work day of eight (8) hours, excluding a lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes. The supervisor and the school administrator may modify the minimum eight (8) hour work day upon mutual agreement. After such agreement is reached, the appropriate leave must be submitted via the employee leave portal upon return if the leave time exceeds one (1) hour.

13.2
It is further recognized by the parties that all administrators covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the administrators covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation with the following exception:

Administrators who work extra-curricular events for their school of assignment will be compensated on or before June 30th for only the following classified extra-curricular events:

1. Athletics
2. Music concerts
3. Student performances
4. School dances
5. Curriculum (ex. Literacy, Math, Movie Nights)

Not included: Parent Conferences, Open Houses and any other events not specifically identified in 1-5.

The stipend will be compensated as follows:

Pahrump Valley High School (PVHS): $2,250.00
K-8 Amargosa School: $1,750.00
K-12 Schools: $2,000.00
Rosemary Clarke Middle School (RCMS): $1,500.00
Pahrump Elementary Schools: $750.00

13.3
Travel time of an administrator required to travel during the normal school day shall be considered as a part of such administrator's work day.

13.4
It is understood that administrators covered by this Agreement may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. When an administrator is required to leave the work location during the work day, the administrator's supervisor must be notified in advance. Approval must be secured through their supervisor, and the appropriate leave must be submitted via the employee leave portal.

13.5 Four – Day School Week

1. The District has negotiated over the impacts and effect of the decision to implement a four-day school week at school sites.

2. No bargaining unit member, employed in work sites implementing a four-day school week program, loses salary, hours of work, benefits, or any other rights provided by the Master Contract solely due to the change to a four-day school week.

3. For the purposes of implementing, a four-day school week program all references in the Master Contract to calendar days shall not change. All other references to work days, leave days, evaluation, discipline and termination, the sick-leave bank, and benefit-related items in the Master Contract shall be converted from days to hours.

4. The normal work-week shall be Monday through Thursday.

5. During the normal week the bargaining unit member in this program will work a minimum of ten (10) hours per day.

6. The length of contract as represented by days will be modified as follows: 220 days will equal 176 days at ten (10) hours per day, 212 days will equal 169 days at ten (10) hours per day plus the last day at six (6) hours, and 210 days will equal 168 days at ten (10) hours per day.

7. This article will be in full force and effect until such time as the affected Attendance Area returns to a five-day school schedule.

8. The District and the NCASA will negotiate as soon as reasonably possible any oversights arising from this four-day school week Article 13.5.

ARTICLE 14

PROFESSIONAL COMPENSATION

14.1

For the 2025-2026 school year, it is understood that Administrators covered by this contract will receive 1.625% increase on the salary schedule Appendix A. This will be paid retroactive to July 1, 2025. Administrators shall be responsible for paying their portion of the PERS increase (1.625%) for the 2025-2026 school year.

Effective July 1, 2025, the NCASA Bargaining Unit members shall be placed on the appropriate salary schedule step and educational position, and paid retroactive to the NCASA Bargaining Unit members to that effective date.

For the 2026-2027 school years, it is understood that Administrators covered by this contract will receive a zero percent (0%) increase on the salary schedule Appendix A.

Effective July 1, 2026, the NCASA Bargaining Unit members shall be placed on the appropriate salary schedule step and educational position.

This contract is in effect from July 1, 2025 - June 30, 2027, with the option to open negotiations for salary and up to three (3) articles after the completion of year one (1).

14.2

School Administrators who accept District Administrator positions, if transferred or move as Administrators back to School Administrators, shall receive and retain seniority for the years served as District Administrators, to be applied to School Administrators, [i.e. a school principal with ten (10) years School Administrator experience moved to Assistant Superintendent for two (2) years, who then moves back to a School Administrator, shall have two (2) years seniority at the District level applied to seniority as a School Administrator], thus having twelve (12) years seniority.

14.3

Effective July 1, 2014 Eligible Administrators will pay their statutorily required PERS contribution of all future increases.

14.4

Reasonable moving expenses necessitated by an involuntary transfer to a different attendance area will be borne by the District.

14.5

On or before August 1 of each fiscal year, Human Resources shall provide each administrator a copy of their Appendix A worksheet that shows the breakdown of their salary for that school year.

14.6

Effective July 1, 2021, any NCASA bargaining unit member who are on steps 11-14 and steps 16-19 (Frozen Steps), will receive a stipend in the amount of two percent (2.0%) of their annual base salary. Stipend will be paid on or before June 30th in one lump sum, which will be included in PERS.

ARTICLE 15

HEALTH INSURANCE

15.1
It is understood that insurance coverage shall match the current benefit package in effect for the district.

15.2
Administrators are welcome to attend Health Insurance Committee meetings during open sessions and may provide public comment; however, they do not possess decision-making or voting privileges.

ARTICLE 16

SAVING CLAUSE

16.1
This agreement is the entire agreement of the parties.

16.2
If any provision of this Agreement or any application thereof, to any administrator is finally held to be contrary to federal or state law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications will continue in full force and effect. If such provisions exist which are so held at the request of either party, negotiations will immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

IMPASSE PROCEEDINGS

16.3
It is understood that if the parties fail to reach agreement as a result of direct negotiation, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

ARTICLE 17

RETENTION OF DISTRICT PREROGATIVES

17.1
Nye County School District retains the right of all statutory and inherent managerial rights and prerogatives. All functions are retained and vested exclusively in the Board of Trustees of the Nye County School District or their designee, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to the following:

- To direct its Administrators;
- To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or to take disciplinary action against an Administrator;
- To determine appropriate staffing levels, work performance standards, content of the work day, and work load factors;
- To relieve an Administrator from duty because of lack of work, lack of money or any other legitimate reason;
- To manage its governmental operations efficiently;
- To establish the methods and means by which its operations are to be conducted;
- And to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

17.2
The District's failure to exercise any prerogative or function hereby reserved by it, or its exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the District's rights reserved herein or preclude it from exercising the same in some other manner.

17.3
It is understood and agreed that the District will follow NRS and the Fair Labor Standards Act.

ARTICLE 18

DURATION OF CONTRACTUAL AGREEMENT

18.1 Agreement

This Agreement will be effective as of July 1, 2025, and will continue in full and effect until June 30, 2027, except for articles reopened under terms of negotiations.

18.2 Renewal and Reopening Agreement

This agreement will automatically be renewed and will continue in force and effect for an additional period of one (1) year unless either party gives notice to the other party, in accordance with NRS 288. In the event a successor agreement is not agreed upon before termination date of this agreement, all provisions of this agreement will remain in force and effect, except those identified by Senate Bill 241, until agreement is reached.

18.3 Effective Period

This contract is in effect from July 1, 2025 - June 30, 2027, with the option to open negotiations for salary and up to three (3) articles after the completion of year one (1).

18.4

Date and Signatures

This agreement is signed this 25th day of February 2026.

IN WITNESS THEREOF

Nye County Association of School Administrators (NCASA)

Elizabeth Gilligan

President (NCASA)

Vice President (NCASA)

Nye County School District Board of Trustees (NCSD BOT)

President (NCSD BOT)

Clerk (NCSD BOT)

APPENDIX A

NYE COUNTY SCHOOL DISTRICT - 2025-2026

Adopted:	12/11/2025
Effective:	7/1/2025
Increase:	1.625%
PERS Reduction:	(1.625%)
EXEMPT	

PRINCIPAL/ASSISTANT PRINCIPAL/DEAN

Steps	I	II	III	IV	V	VI
0	96,947	99,510	98,209	103,125	98,640	105,301
1	99,274	101,899	100,565	105,601	101,006	107,828
2	101,597	104,282	102,917	108,071	103,369	110,351
3	103,927	106,674	105,277	110,548	105,739	112,880
4	107,017	109,847	108,408	113,835	108,885	116,237
5	110,112	113,023	111,546	117,129	112,035	119,601
6	113,210	116,204	114,684	120,425	115,187	122,965
7	116,304	119,379	117,817	123,716	118,335	126,326
8	119,404	122,562	120,958	127,013	121,490	129,693
9	122,506	125,745	124,100	130,313	124,644	133,062
10	125,594	128,913	127,228	133,597	127,786	136,414
15	128,695	132,098	130,369	136,895	130,940	139,783
20	131,790	135,273	133,503	140,186	134,089	143,144

Column I	Elementary Asst Principal; K-8 Asst Principal, 210 Days (5 Day) / 168 Days (4-Day)
Column II	Elementary Principal; K-8 Principal, 210 Days (5-Day) / 168 Days (4-Day)
Column III	Middle School Asst. Principal/Dean, 212 Days (5-Day) / 169.6 Days (4-Day)
Column IV	Middle School Principal, 220 Days (5-Day) / 176 Days (4-Day)
Column V	High School Asst. Principal/Dean; K-12 Asst Principal, 212 Days (5-Day) / 169.6 Days (4-Day)
Column VI	High School Principal; K-12 Principal, 220 Days (5-Day) / 176 Days (4-Day)

Education	Masters + 16 graduate semester hours = $2,000 Masters + 32 graduate semester hours or 2nd Masters = $2,500 Doctorate = $3,000

Members who are on steps 11-14 and steps 16-19 will receive a stipend of two percent (2%) of their annual base salary which will be paid on or before June 30th in one lump sum, which will be included in PERS.

The Nye County School District will recognize six (6) years outside Administrative experience beginning at step 0 and ALL years verified Nevada administrative experience where a license is required. Should a principal be reassigned to another administrative position which would decrease his/her annual salary, that person would remain stationary on the salary schedule and not suffer a decrease. Once the principal meets or exceeds the original salary, movement would again commence on the salary schedule. This provision does not apply to a requested or voluntary reassignment. Teachers selected to fill Administrative positions will realize a minimum 4% salary increase from their teacher contract.

APPENDIX A

NYE COUNTY SCHOOL DISTRICT - 2026-2027

Adopted:	12/11/2025
Effective:	7/1/2026
Increase:	0%
EXEMPT	

PRINCIPAL/ASSISTANT PRINCIPAL/DEAN

Steps	I	II	III	IV	V	VI
0	96,947	99,510	98,209	103,125	98,640	105,301
1	99,274	101,899	100,565	105,601	101,006	107,828
2	101,597	104,282	102,917	108,071	103,369	110,351
3	103,927	106,674	105,277	110,548	105,739	112,880
4	107,017	109,847	108,408	113,835	108,885	116,237
5	110,112	113,023	111,546	117,129	112,035	119,601
6	113,210	116,204	114,684	120,425	115,187	122,965
7	116,304	119,379	117,817	123,716	118,335	126,326
8	119,404	122,562	120,958	127,013	121,490	129,693
9	122,506	125,745	124,100	130,313	124,644	133,062
10	125,594	128,913	127,228	133,597	127,786	136,414
15	128,695	132,098	130,369	136,895	130,940	139,783
20	131,790	135,273	133,503	140,186	134,089	143,144

Column I	Elementary Asst Principal; K-8 Asst Principal, 210 Days (5 Day) / 168 Days (4-Day)
Column II	Elementary Principal; K-8 Principal, 210 Days (5-Day) / 168 Days (4-Day)
Column III	Middle School Asst. Principal/Dean, 212 Days (5-Day) / 169.6 Days (4-Day)
Column IV	Middle School Principal, 215 Days (5-Day) / 172 Days (4-Day)
Column V	High School Asst. Principal/Dean; K-12 Asst Principal, 212 Days (5-Day) / 169.6 Days (4-Day)
Column VI	High School Principal; K-12 Principal, 215 Days (5-Day) / 172 Days (4-Day)

Education	Masters + 16 graduate semester hours = $2,000
	Masters + 32 graduate semester hours or 2nd Masters = $2,500
	Doctorate = $3,000

Members who are on steps 11-14 and steps 16-19 will receive a stipend of two percent (2%) of their annual base salary which will be paid on or before June 30th in one lump sum, which will be included in PERS.

The Nye County School District will recognize six (6) years outside Administrative experience beginning at step 0 and ALL years verified Nevada administrative experience where a license is required. Should a principal be reassigned to another administrative position which would decrease his/her annual salary, that person would remain stationary on the salary schedule and not suffer a decrease. Once the principal meets or exceeds the original salary, movement would again commence on the salary schedule. This provision does not apply to a requested or voluntary reassignment. Teachers selected to fill Administrative positions will realize a minimum 4% salary increase from their teacher contract.

APPENDIX A-1

Add $500 for K-12 School Administrators with more than 275 students enrolled.
Add $1,500 for Elementary School Administrators with more than 450 students enrolled.
Add $2,000 for Middle School Administrators with more than 950 students enrolled.
Add $2,750 for High School Administrators with more than 1,000 students enrolled.

Individual stipends will be paid on or before June 30th in one (1) lump sum based on the average of the first three (3) average daily enrollment totals throughout the school year. All attendance variances are excluded. Pre-K enrollment will count toward the elementary enrollment.

APPENDIX B

The Nye County Association of School Administrators (NCASA) agrees to comply with the Nye County School District Drug and Alcohol Testing Program where bargaining unit compliance is applicable. This program addresses possession, use or sale of alcohol, illegal and legal drugs. Additionally, this program includes testing for alcohol and drug abuse in the workplace and consists of the following areas:

1. Pre-Employment
2. Reasonable Cause
3. Post Accident
4. Possible Return-to-Duty Follow-Up Testing.

APPENDIX C

REDUCTION IN FORCE

C.1 ***Reduction in force, District and NCASA roles***

The District retains the right to determine when a reduction in force is necessary and where such a reduction will occur. NCASA may be consulted by the Superintendent/Designee in the event of a reduction in force to help determine how its membership will be affected. Reduction in force including refusal to reemploy for lack of funds or work, or due to District reorganization, shall be pursuant to this Article and not NRS Chapter 391.

C.2 ***Implementing a reduction in force***

Subject to the determination of Article 2.1, the District agrees to the following:

C.2-1 ***Volunteers***

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

C.2-2 ***Two or more unsatisfactory evaluations***

If the necessary reductions cannot be made through voluntary means, as outlined in C.2-1, then employees who have received two or more unsatisfactory evaluations in successive contract years will next be reduced in force.

C.2-3 ***Criteria for Reduction in Force/Seniority***

If the necessary reductions cannot be made by a determination in C.2-1 or C.2-2, then the reduction shall be made based on Seniority. Seniority lists shall be established by the District on three (3) tiers, First Tier Seniority List for K-12 Principals, Second Tier Seniority List for K-12 Assistant Principals, and Third Tier Seniority List for Dean of Students. Seniority shall be calculated as total years of service with the District as an Administrator using the date of hire-meaning July 1st or the administrator's first contractual start date if hired after July 1st. Those Administrators in the District who have served as both a Principal and an Assistant Principal shall hold dual seniority dates on both Seniority Lists. If there is a tie between two Principals or between two Assistant Principals based on date of hire, seniority will be determined by the electronic drawing of numbers by the affected members.

C.2-4 ***Reduction in force and seniority***

Administrators who become subject to a reduction in force shall not lose their administrative seniority on any tier seniority list, regardless of the position.

C.3 ***Displacement Rights***

Administrators who have become subject to a reduction in force shall have the right to displace another Administrator in the following manner:

C.3-1 ***K-12 Principal Displacement Rights***

A K-12 Principal who has become the subject of a reduction in force shall have the right to displace the least senior K-12 Principal, in his/her attendance area or in the district, as

determined by the First Tier Seniority List, or the least senior K-12 Assistant Principal in the attendance area or in the district, as determined by the Second Tier Seniority List, or the least senior Dean of Students in the attendance area or in the district, as determined by the Third Tier Seniority List. Should he/she decline the right to displace another administrator, he/she shall be placed on the First Tier Recall List in the order of seniority.

The Principal, Assistant Principal, or Dean of Students who is displaced by the RIF'd Principal is now placed on the First Tier, Second Tier, or Third Tier Recall List, based on position, in order of seniority. The displaced Principal, Assistant Principal, or Dean of Students shall be offered any open teaching position for which he/she is qualified by licensure, either before or after the NCCTA transfer window period.

C.3-2 ***K-12 Assistant Principal Displacement Rights***

A K-12 Assistant Principal who has become the subject of a reduction in force shall have the right to displace the least senior K-12 Assistant Principal in the district as determined by the Second Tier Seniority List, or the least senior Dean of Students in the district as determined by the Third Tier Seniority List. Should he/she decline the right to displace another administrator, he/she shall be placed on the Second Tier Recall List in the order of seniority. The least senior K-12 Assistant Principal or Dean of Students that is displaced would then be placed on the Second Tier or Third Tier Recall List, based on position, in order of Seniority. The displaced Assistant Principal or Dean of Students shall be offered any open teaching position for which he/she is qualified by licensure, either before or after the NCCTA transfer window period.

C.3-3 Dean of Students Displacement Rights

A Dean of Students who has become the subject of a reduction in force shall have the right to displace the least senior Dean of Students in the district as determined by the Third Tier Seniority List. Should he/she decline the right to displace another administrator, he/she shall be placed on the Third Tier Recall List in the order of seniority. The least senior Dean of Students that is displaced would then be placed on the Third Tier Recall List in order of Seniority. The displaced Dean of Students shall be offered any open teaching position for which he/she is qualified by licensure, either before or after the NCCTA transfer window period.

C.4 ***Recall from a reduction in force***

Recall lists, in order of seniority shall be established by the District on three (3) tiers, First Tier Recall List for K-12 Principals, Second Tier Recall List for K-12 Assistant Principals, and Third Tier Recall List for Dean of Students. Administrators who have become subject to a reduction in force shall be placed on the appropriate Recall List in the order of seniority. Administrators who have become subject to a reduction in force shall be recalled to available administrative positions in the District in the following manner:

C.4-1 ***Recall to K-12 Principal position***

Should the District determine that there is a vacant K-12 Principal position following an Administrative Reduction in Force, the position shall be offered to the Administrators on the First Tier Recall List in order of seniority date. Should the vacant K-12 Principal position not be filled through the Recall process established in this Article, the position will be opened to the public. At this time, Administrators on the Second Tier Recall List may apply for the vacant

K-12 Principal position.

C.4-2 ***Recall to K-12 Assistant Principal position***
Should the District determine that there is a vacant K-12 Assistant Principal position following an Administrative Reduction in Force, the position shall be offered to the Administrators on the First Tier Recall List in order of seniority date. Should the vacant K-12 Assistant Principal position not be filled by an Administrator on the First Tier Recall List, the position will be offered to the Administrators on the Second Tier Recall List in order of seniority date. Should the vacant K-12 Assistant Principal position not be filled through the Recall process established in this Article, the position will be opened to the public. At this time, Administrators on the Third Tier Recall List may apply for the vacant K-12 Assistant Principal position.

C.4-3 ***Recall to Dean of Students position***
Should the District determine that there is a vacant Dean of Students position following an Administrative Reduction in Force, the position shall be offered to the Administrators on the First Tier Recall List in order of seniority date. Should the vacant Dean of Students position not be filled by an Administrator on the First Tier Recall List, the position will be offered to the Administrators on the Second Tier Recall List in order of seniority date. Should the vacant Dean of Students position not be filled by an Administrator on the Second Tier Recall List, the position will be offered to the Administrators on the Third Tier Recall List in order of seniority date. Should the vacant Dean of Students position not be filled through the Recall process established in this Article, the position will be opened to the public.

C.4-4 ***Recall Qualification***
All Recalls will be subject to current licensing and qualifications for any available Administrative position in the district.

C.4-5 ***Right of recall notice***
The District shall notify affected administrators by email of the available administrator recall options. The administrator who has been notified shall have three (3) calendar days to respond in writing to the notice with his or her acceptance or rejection of the offer. If the administrator accepts the position, he or she shall have ten (10) days to return to work, or the offer will be withdrawn.

C.4-6 ***Right of recall, limitations***
The right of recall for administrators that have become subject to a reduction in force, including the right of notice outlined in C.4-5, shall continue for a period of three (3) years from the effective date of the reduction/layoff. If, however, within the three-year period, an administrator refuses a district position for which he or she is licensed and qualified, the administrator's recall rights shall be forfeited.