

# **MASTER CONTRACT**

**BY AND BETWEEN THE**

**NYE COUNTY SCHOOL DISTRICT**

**AND**

**NYE COUNTY CLASSROOM  
TEACHERS ASSOCIATION (NCCTA)**



**NYE COUNTY**  
CLASSROOM TEACHERS ASSOCIATION



**MASTER CONTRACT**  
**July 1, 2023-June 30, 2025**

**NCCTA MASTER CONTRACT  
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**PREAMBLE**

This Agreement is made and entered into, by and between the Nye County School District in Nye County, Nevada, and the Nye County Classroom Teachers Association.

WHEREAS, the Nye County Board of Trustees in Nye County, Nevada, and the Nye County Classroom Teachers Association, the parties to this Agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual goal and that the character of such education depends equally upon the quality and morale of the educational community, Nye County Board of Trustees, administration, and staff; and

WHEREAS, the Board of Trustees is the duly elected governing body of the District, the Nye County Board of Trustees is responsible as set forth by the laws of the State of Nevada, to promulgate programs and formulate policies for the operations of the District to be directed by the Superintendent of Schools; and

WHEREAS, the members of the education profession are qualified to assist in the improvement of the educational process; and

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

NOW, THEREFORE IT IS AGREED:

## DEFINITIONS

1. The term “Chapter 288”, as used in this Agreement, shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act.
2. The term “Teacher, Employees or Bargaining Unit Member”, as used in this Agreement, shall refer to all licensed personnel on the salary schedule(s). Sections in this contract referring to a particular group of licensed personnel shall apply only to that group.
3. The term “NCCTA Member/s”, as used in this Agreement, shall refer to all licensed personnel that are active members of the NCCTA. Sections in this contract referring to this particular group of licensed personnel shall apply only to this group.
4. The term “School Trustees”, as used in this Agreement, shall mean the Board of Trustees of the Nye County School District, and is the entity known as the Local Government employer in Chapter 288 Nevada Revised Statutes. The term “School trustees” shall include authorized officers, representatives, and agents and, as such, reserves the right to act hereunder by committee or designee.
5. The term “Association”, as used in this Agreement, shall mean the Nye County Classroom Teachers Association, and is the entity known as the Employee Organization in Chapter 288 Nevada Revised Statutes. The term “Association” shall include authorized officers, representatives, and agents and, as such, reserves the right to act hereunder by committee or designee.
6. The term “School District”, as used in this Agreement, shall mean the Nye County School District.
7. The term “Superintendent”, as used in this Agreement, shall mean the Superintendent of Schools of the Nye County School District or his/her designee(s).
8. The term “EMRB”, means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.
9. The term “Agreement”, refers to the name of this document being the “Master Contract” between the Nye County School District and the Nye County Classroom Teachers Association.
10. A “School Day” is defined as any day a bargaining unit employee is expected to report to work.
11. A “Business Day” is defined as any calendar day that the school offices are open for business.
12. “Non-Working Hours” are all the hours prior to and immediately following the assigned hours of work pursuant to the employee’s job description and/or otherwise described in writing by the District for the job the employee is hired or assigned; and exclusive of extra hours which the employee may be assigned to work in addition to their regular work hours.

13. "Normal Reporting Time" The time of day the employee is required to begin work pursuant to employee's job description and/or otherwise described in writing by the District for the specific job for which the employee is assigned.
14. "Attendance Area" Shall be the community in Nye County where a school or work site is located. Those specific attendance areas shall be: Pahrump, Tonopah, Round Mountain, Beatty, Amargosa, Gabbs, Warm Springs and Duckwater.
15. "Work Location" Shall be individual schools and other buildings within a specific Attendance Area designated by the District as a place which employees are hired or assigned to report to work.
16. A 'Unit File' is maintained at the site level and may include materials to which the member has had the opportunity to see and respond to the official documents. The employee response may be included as well. Some examples, not all inclusive, of items contained in the unit file shall be anecdotal discussion/interview notes, written documentation of a verbal warning, any information also held in the personnel file in Human Resources. Items in the unit file will be removed by the supervising administrator twelve (12) months following the date on which it was given if the intervening service has been satisfactory.
17. An 'Employee File' is held in Human Resources and contains written warnings and other documentation related to discipline. Items in the employee file will be removed by the supervising administrator twelve (12) months following the date on which it was given if the intervening service has been satisfactory.
18. A 'Personnel File' is held in Human Resources and is considered the official file relating to a member's employment. All materials originating subsequent to District employment and placed in the Personnel File shall be available to the member or a representative authorized in writing by the member for inspection. Items in the Personnel File will be held electronically for a maximum period of 30 years.
19. Co-teaching is the division of labor between a General Education Teacher and a Special Education Teacher to plan, organize, instruct, and to provide additional accommodations/modifications to meet student learning needs.

**ARTICLE I**

**RECOGNITION**

1. The primary mission of NCCTA, Nye County Classroom Teachers Association, is to advocate the professional rights and economic security of its members, while also serving as the prominent voice of this negotiated contract.

## ARTICLE II

### ASSOCIATION RIGHTS

#### 2-1 Right to Organize

1. The School District agrees that the individual bargaining unit members will have full freedom of association, self-organization, and the designation of representatives of their own choosing in negotiating the terms and conditions of their employment, and that they will be free from interference, restraint, or coercion by the School District, or its agents, in the carrying out of said activities.
2. Association membership shall be at the sole discretion of the employee.

#### 2-2 Pertinent Information

1. The School District agrees to promptly furnish to the Association, upon written request, all information as required by law.

#### 2-3 Association Business

1. Representatives of the Association and its affiliates will be permitted to transact Association business on school property, provided that this does not disrupt normal classroom activities. With permission of the principal, Association representatives may be allowed to leave their respective buildings at the end of the student day to perform Association business.

#### 2-4 Association Use of School Buildings and Equipment

1. With permission of the Principal, the Association shall be allowed the use of the school buildings, telephones, USPS mail receptacle, faculty mailboxes, email, and other school equipment for meetings, the conducting of business, or the communicating of information to members. Any use shall not conflict with regular school activities, and such use shall not involve any extra custodial services and/or other unusual expenses to the District. Any added expense resulting from such use will be paid by the Association.

#### 2-5 Notification to District

1. In September of each year during the term of the contract, the Association shall furnish the District in writing with the names of its current officers and business agents or representatives.



## **ARTICLE III**

### **PAYROLL DEDUCTIONS**

#### **3-1 Dues Deductions Authorized**

1. The Trustees agree to deduct, in equal installments beginning as soon as possible after receipt of completed membership forms and continuing through the final pay period of the contracted year, such monies for annual membership in the Nevada State Education Association and its affiliated associations.
2. Such Payroll deduction of dues and political contributions will continue from year to year unless canceled by the bargaining unit member provided herein.
3. Any bargaining unit member desiring to have the District discontinue deductions previously authorized must notify the Association and the District in writing between July 1 and July 15 of each year for that school year's dues and political contributions. The Association will notify the district in writing to discontinue the employee's deduction(s) by July 20.
4. The Association will notify the District by September 15 of the amount of dues to be deducted for the ensuing year.
5. Upon termination of employment with the District, the remaining amount of dues and political contributions for the Association (above) will be deducted from the employee's final check unless said employee has provided the Association with notification as provided herein.
6. All legally required deductions have priority over Association dues.
7. The Association will indemnify, defend, and hold the District harmless against any claims made or against any suit instituted against the District on account of any action taken or not taken by the district in good faith under provisions of this article.
8. Licensed personnel who desire to discontinue dependent insurance coverage must notify the District no later than May 15<sup>th</sup>.
9. The Trustees agree to deduct, in equal installments, Association membership dues of new enrollees in accordance with 3-2 herein. The new enrollee's deductions will be prorated in accordance with enrollee date of request.

#### **3-2 Other Payroll Deductions**

1. Upon written authorization from the bargaining unit member, the District may deduct from the salary of that bargaining unit member and make appropriate remittance for annuities, banking institutions, and insurance.

Any additional voluntary payroll deductions, as approved by the District in consultation with the NCCTA must have a minimum of ten (10) enrollees.

## ARTICLE IV

### GRIEVANCE PROCEDURE

4-1 A grievance is a disagreement between an individual, or the Association, and the employer concerning interpretation of, inequitable application of, or compliance with the terms of this agreement.

4-2 If a grievance is believed to exist, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for a bargaining unit member and the immediately involved supervisor to resolve problems through free and informal communications. Accordingly, any grievance may first be discussed with the aggrieved party's supervisor, with the objective of resolving the matter informally. Timelines can be extended, at any step, by written mutual agreement.

#### **Informal Meeting-School Principal**

- a Within ten (10) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written complaint will be presented to the aggrieved party's principal.

The principal will answer the complaint, in writing, within seven (7) school days.

#### **STEP 1-Human Resources Level**

If the aggrieved party is not satisfied with the disposition of its complaint after the informal meeting, the party may file a written grievance with Human Resources within seven (7) school days.

Human Resources will meet with the aggrieved party, his/her principal or immediate appropriate supervisor, or both, in an effort to resolve the grievance. Such a meeting will take place within seven (7) school days after receipt of the grievance by Human Resources. Human Resources shall, within seven (7) school days after this meeting, render a decision, in writing, to the aggrieved party.

If both parties agree, Step 2-Review Board may be skipped and the grievance will be moved to Step 3-Grievance Mediation.

#### **STEP 2-Review Board**

1. If the aggrieved party is not satisfied with the disposition of its grievance in Step 1, the grievance and all information shall be submitted to a review board consisting of three Nye County School District bargaining unit members and three Nye County School District administrators. The review board shall make a final attempt to resolve the grievance.
2. If the solution reached by the review board is not satisfactory to either party, then either party can proceed to Step 3 of the grievance procedure.

### **STEP 3-Grievance Mediation**

If the aggrieved party is not satisfied with the disposition of the grievance in Step 1, and 2, then the aggrieved party may present grievance to mediation within seven (7) school days after the Review Board's response to Step 2.

Procedures for Grievance Mediation:

1. Human Resources must respond to a grievance request for mediation within seven (7) school days.
2. A mediator will be obtained from the Federal Mediation and Conciliation Service.
3. The mediator shall confer with Human Resources and the Association and hold a hearing promptly.

### **STEP 4-Binding Arbitration**

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to binding arbitration within five (5) school days after receipt of the Mediator's response.

The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of Expedited Labor Arbitration.

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

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

#### **4-3 Arbitration Costs**

The costs of all arbitration shall be borne as follows:

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

#### **4-4 Individual Rights**

Nothing contained in this article shall preclude an employee or the Association, with or without representation, from bringing a problem through the chain of command to the School Board on an informal and oral basis.

#### 4-5 Rights to Representation

1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article.
2. If, in the judgment of the Association, a grievance affects a group of bargaining unit members of the Association, the Association may initiate and submit such a grievance in writing to Human Resources directly, and the processing of such grievance will begin at Step 1. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.
3. Grievances involving administration above the building level may be filed by the Association at Step 1.
4. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

#### 4-6 No Reprisals

No reprisal of any kind will be taken by the School Trustees or the administration against any person because of participation in this grievance procedure.

#### 4-7 Cooperation of the Employer and Association

The District and the Association will cooperate with each other in their investigation of any grievance, and will furnish each other such relevant information as is requested for the processing of any grievance.

#### 4-8 Personnel Files

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

#### 4-9 Request for Information

The School District and the Association shall make all District-owned documents which are relevant to any grievance, arbitration, or negotiations available to the requesting party within a reasonable amount of time after they are requested. In the event documents containing the requested information are not available, the School District and the Association shall permit reasonable access to their files so that the Association or School District may itself obtain the needed information.

It is recognized that the Family Educational Rights and Privacy Act (FERPA) may limit the availability of student-related records and statements.

**ARTICLE V**

**BARGAINING UNIT MEMBER EVALUATION**

- 5-1 The parties agree to comply with any and all NRS applying to or pertaining to the area of bargaining unit member evaluation.

## ARTICLE VI

### CORRECTIVE DISCIPLINE, RESIGNATION, DISMISSAL, NON-RENEWAL, AND TERMINATION

#### 6-1 Just Cause

No Bargaining unit member will be disciplined, suspended, reduced in rank or compensation, adversely evaluated, transferred, dismissed, or otherwise deprived of any professional advantage without just cause. It is expressly understood that extra-duty assignments held by members of the bargaining unit are not covered by this provision.

#### 6-2 Corrective Discipline

Corrective and disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which do not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.

1. The District will, through a corrective discipline system, give employees 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 measures utilized will commensurate with the deficiency to be corrected.
2. If disciplinary action is deemed necessary, the following steps of the corrective discipline will be adhered to as follows:

- a. Verbal Warning – A verbal warning is given to the employee for the first occurrence of a minor offense. A verbal warning is administered by the employee's immediate supervisor. Written documentation of the verbal warning will be held in a unit file at the site level.
- b. Written Reprimand – A written reprimand is given to the employee in the first instance of more serious offenses or after repeated instances of minor offenses. The reprimand is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit. A copy of the written reprimand is placed in an employee file, in Human Resources, but it is destroyed twelve (12) months following the date on which it was given if the intervening service has been satisfactory. The employee is required to read and sign the formal reprimand and has the right to pursue this matter under the grievance procedure.

This step can be skipped if the act/behavior is egregious enough to warrant moving to the next level, or termination, as defined by NRS 391.750.

- c. Suspension Without Pay – If, despite previous warnings or reprimands, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. Under suspension, the employee

is barred from working for a period of time, and his/her salary is docked accordingly.

Suspension-without-pay action could range from one (1) to twenty (20) days. An employee 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 employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal district business.

3. Dismissal – An employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated.
  - a. Whenever the superintendent has reason to believe that cause may exist for the dismissal or discipline of a licensed employee, the employee may be placed on suspension with or without pay, pending an internal investigation. A law enforcement investigation may or may not have any bearing on the outcome of an internal investigation.

### 6-3 Resignation

1. Resignation – An employee who resigns during their regular work year shall be subject to the penalties listed below:
  - a. An employee who resigns during the regular work year shall be subject to a five percent (5%) penalty of the base salary of the adopted NCCTAs' salary schedule. This fine will be deducted from the employee's final paychecks. Any outstanding balance will be billed to the employee immediately. (6353R)
  - b. Suspension or revocation of an employee's license for the employee's failure to fulfill employment obligations or breach of contract; NRS 391.350.
  - c. Any provision within Article 6-3.1 may be waived if mutually agreed by the employee and the District.
2. Resignation After Acceptance – An employee who accepts a contract (via letter of intent or an offer of employment) from NCSD who resigns 30 days prior to the first teacher work day of the upcoming school year shall not be penalized. An employee who fails to render a thirty day notice shall be subject to the penalties of Article 6-3.1.

### 6-4 Retirement

1. Employees who intend to retire mid-year must submit notification to Human Resources prior to the first day of the school year. Pursuant to NCSD Regulation 6353R, if notification is not received prior to the first day of the school year, the employee will be subject to a 5% penalty, as defined in Article 6-3.1.a. If early notification is not possible, the employee would need to provide appropriate documentation to request a penalty waiver from the Superintendent/Designee.

6-5 Dismissal

Probationary Employees

The Nye County School District and the Nye County Classroom Teachers Association agree to adhere to NRS 391.822, "Written notice of intent to dismiss probationary employee required; contents of notice."

1. If the superintendent intends to recommend the dismissal of a probationary employee to the board before the end of a contract year, the superintendent must provide written notice to the employee, by registered or certified mail, not less than 15 business days before making the recommendation to the board.
2. The written notice required pursuant to subsection 1 must:
  - (a) Include a statement of the reasons for the recommendation to dismiss the probationary employee;
  - (b) Inform the probationary employee that he or she may request an expedited hearing pursuant to the Expedited Labor Arbitration Procedures established by the American Arbitration Association or its successor organization, by filing a written request with the superintendent not later than 10 business days after receiving notice from the superintendent pursuant to subsection 1; and
  - (c) Include notice of the laws which govern the employment of a probationary employee of a school district which are contained in this chapter.
3. If a written request for an expedited hearing is not filed by the probationary employee pursuant to subsection 2, the superintendent may recommend the dismissal of the probationary employee to the board.

(Added to NRS by 2017, 1190)

6-6 Non-Renewal of Contract

Probationary Employees

The Nye County School District and the Nye County Classroom Teachers Association agree to adhere to NRS 391.820 in the matter of non-renewal of probationary bargaining unit members' contracts.

NRS 391.820 "Probationary employment: Term; notice of reemployment; school district required to offer probationary administrator contract as teacher under certain circumstances."

1. A probationary employee is employed on a contract basis for three 1-year periods and has no right to employment after any of the three probationary contract years.
2. The board shall notify each probationary employee in writing during the first, second and third school years of the employee's probationary period whether the employee is to be reemployed for the second or third year of the probationary period or for the fourth school year as a post probationary employee. Such notice must be provided:



- (a) On or before May 1; or
  - (b) On or before May 15 of an odd-numbered year so long as the board notifies the employee of the extension by April 1.
- 3. Failure of the board to notify the probationary employee in writing on or before May 1 or May 15, as applicable, in the first or second year of the probationary period does not entitle the employee to post probationary status.
- 4. The employee must advise the board in writing during the first, second or third year of the employee's probationary period of the employee's acceptance of reemployment. Such notice must be provided:
  - (a) On or before May 10 if the board provided its notice on or before May 1; or
  - (b) On or before May 25 if the board provided a notice of an extension pursuant to paragraph (b) of subsection 2.
- 5. If a probationary employee is assigned to a school that operates all year, the board shall notify the employee in writing, in the first, second and third years of the employee's probationary period, no later than 45 days before his or her last day of work for the year under his or her contract whether the employee is to be reemployed for the second or third year of the probationary period or for the fourth school year as a post probationary employee. Failure of the board to notify a probationary employee in writing within the prescribed period in the first or second year of the probationary period does not entitle the employee to post probationary status. The employee must advise the board in writing within 10 days after the date of notification of his or her acceptance or rejection of reemployment for another year. Failure to advise the board of the employee's acceptance of reemployment pursuant to this subsection constitutes rejection of the contract.
- 6. A probationary employee who:
  - (a) Completes a 3-year probationary period;
  - (b) Receives a designation of "highly effective" or "effective" on each of his or her performance evaluations for 2 consecutive school years; and
  - (c) Receives a notice of reemployment from the school district in the third year of the employee's probationary period, is entitled to be a post probationary employee in the ensuing year of employment.
- 7. If a probationary employee is notified that the employee will not be reemployed for the school year following the 3-year probationary period, his or her employment ends on the last day of the current school year. The notice that the employee will not be reemployed must include a statement of the reasons for that decision.
- 8. A new employee who is employed as an administrator to provide primarily administrative services at the school level and who does not provide primarily direct instructional services to pupils, regardless of whether the administrator is licensed as a

teacher or administrator, including, without limitation, a principal and vice principal, or a post probationary teacher who is employed as an administrator to provide those administrative services shall be deemed to be a probationary employee for the purposes of this section and must serve a 3-year probationary period as an administrator in accordance with the provisions of this section. If:

- (a) A post probationary teacher who is an administrator is not reemployed as an administrator after any year of his or her probationary period; and
  - (b) There is a position as a teacher available for the ensuing school year in the school district in which the person is employed, the board of trustees of the school district shall, on or before May 1 or May 15, as applicable, offer the person a contract as a teacher for the ensuing school year. The person may accept the contract in writing on or before May 10 or May 25, as applicable. If the person fails to accept the contract as a teacher, the person shall be deemed to have rejected the offer of a contract as a teacher.
9. An administrator who has completed his or her probationary period pursuant to subsection 8 and is thereafter promoted to the position of principal must serve an additional probationary period of 1 year in the position of principal. If an administrator is promoted to the position of principal before completion of his or her probationary period pursuant to subsection 8, the administrator must serve the remainder of his or her probationary period pursuant to subsection 8 or an additional probationary period of 1 year in the position of principal, whichever is longer. If the administrator serving the additional probationary period is not reemployed as a principal after the expiration of the probationary period or additional probationary period, as applicable, the board of trustees of the school district in which the person is employed shall, on or before May 1 or May 15, as applicable, offer the person a contract for the ensuing school year for the administrative position in which the person attained post probationary status. The person may accept the contract in writing on or before May 10 or May 25, as applicable. If the person fails to accept such a contract, the person shall be deemed to have rejected the offer of employment.

(Added to NRS by 1969, 272; A 1971, 382; 1973, 790, 797; 1975, 615; 1977, 1380; 1979, 1836; 1985, 1088; 1989, 1428; 1995, 395; 2001, 606; 2007, 2166, 2455; 2011, 2291, 2293, 3091; 2013, 3155; 2015, 45, 1607; 2017, 1193; 2019, 2685) — (Substituted in revision for NRS 391.3197)

## 6-7 Termination

Post probationary employees may be terminated or subject to disciplinary action if his/her performance or conduct is not overall satisfactory for the following reasons:

- a. Inefficiency;
- b. Immorality;
- c. Unprofessional conduct;
- d. Insubordination;
- e. Neglect of duty;
- f. Physical or mental incapacity;
- g. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization;

- h. Conviction of a felony or a crime involving moral turpitude;
- i. Inadequate performance;
- j. Evident unfitness to serve;
- k. Failure to comply with such reasonable requirements as a board may prescribe;
- l. Failure to show normal improvement and evidence of professional training growth;
- m. Advocating overthrow of the Government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating or teaching of communism with the intent to indoctrinate pupils to subscribe to communistic philosophy;
- n. Any cause which constitutes grounds for the revocation of a teacher's license;
- o. Willful neglect or failure to observe and carry out the requirements of this title;
- p. Dishonesty;
- q. Intentional failure to observe and carry out the requirements of a plan to ensure the security of examinations and assessments adopted pursuant to NRS 390.270 or 390.275;
- r. An intentional violation of NRS 388.497 or 388.499;
- s. Knowingly and willfully failing to comply with the provisions of NRS 388.1351;
- t. Knowingly and willfully violating any provision of NRS 391.850 to 391.930, inclusive;
- u. Gross misconduct; or
- v. An intentional failure to report a violation of NRS 388.135 if the teacher or administrator witnessed the violation.
- w. Any other reason, as set forth in NRS 391.750.

In determining whether the professional performance of certificated employees is inadequate, consideration shall be given to the regular and special evaluation reports prepared in accordance with the District Policy.

#### 6-8 Consideration Before Termination of a Post Probationary Employee

Prior to Termination, excluding termination pursuant to section 5, 6, and 8 of this article, an employee shall be given a warning and a reasonable time to rectify the problem. This warning will include:

- a. A precise definition of the problem in terms of professional deficiency.
- b. A precise set of expectations delineating what level of performance would constitute acceptable performance in the problem areas defined.
- c. A prescription for remediation which spells out courses of action and the time expectations so the bargaining unit member involved can reach an acceptable level of performance.
- d. A prescription for assistance by the principal or immediate supervisor which spells out courses of action and time lines whereby the bargaining unit member will be assisted and counseled in improving the level of performance to an acceptable level.

According to the gravity of the offense, employee discipline short of termination may consist of oral warning, written reprimand, or suspension.

Any incident or situation that arises during the current school year that could possibly be cited as a reason for termination will be discussed promptly with the bargaining unit member.

The District reserves the right, as a form of discipline, to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate and rehabilitate the employee.

6-9 An employee may be terminated without prior warning for the following types of misconduct or causes:

- a. Immorality
- b. Physical or mental incapacity
- c. A justifiable decrease in the number of positions due to decreased enrollment or district reorganization
- d. Conviction of a felony or a crime involving moral turpitude
- e. Dishonesty

Whenever the superintendent has reason to believe that cause may exist for the dismissal or discipline of a licensed employee, the employee may be placed on suspension with or without pay, pending an internal investigation. A law enforcement investigation may or may not have any bearing on the outcome of an internal investigation.

Whenever the Superintendent has reason to believe that cause exists for the dismissal of a licensed employee and when s/he is of the opinion that the immediate suspension of the employee is necessary in the best interest of the children in the district, the Superintendent may suspend the employee without notice and without a hearing.

Notwithstanding the provisions of NRS 391.750, a superintendent may suspend a licensed employee who has been officially charged but not yet convicted of a felony or a crime involving moral turpitude or immorality. If the charge is dismissed or if the employee is found not guilty, s/he must be reinstated with back pay, plus interest, and normal seniority. The Superintendent shall notify the employee in writing of the suspension.

6-10 Abandonment of Work

An employee absent from work in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned his/her job and shall be terminated.

6-11 Employee Rights

1. An employee may restrain a pupil when it is essential for self-defense or for the protection of other persons or property or to quell a disturbance threatening physical injury.
2. The superintendent shall maintain, for official school district purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safe keeping. In addition to the Personnel file:
  - a. A 'Unit File' is maintained at the site level and may include materials to which the member has had the opportunity to see and respond to the official documents.

- b. An 'Employee File' is held in Human Resources and contains written warnings and other documentation related to discipline.
3. In the event an employee is charged with civil or criminal charges and cleared of said charges, there shall be no documentation or reference to it in the employee's personnel, unit, or employee file.
4. Any negative material in an employee's unit and/or employee file, including admonitions, shall be removed in their entirety after one (1) complete school year of satisfactory performance of duties, as long as the employee has received no subsequent negative material for the same or related matter. Items in the unit file will be removed by the supervising administrator; Items in the employee file will be removed by Human Resources.
5. An employee shall be given a copy of all material prior to its being placed in the unit and/or employee file and shall date and sign the material prior to its placement in the file. The employees shall have the right to examine his/her files. Anonymous, unattributed or inappropriate materials shall not be placed in the file. An employee shall have the right to contest placement of materials in the employee file through the grievance process. In addition, the employee may within a ten day period submit a written response to any material placed in the employee file. This written response shall then be attached to the appropriate file material and placed in the file.
6. In a specific personnel action, no use may be made of any material which has not been properly placed in the official unit and/or employee file.
7. If a School District employee is charged criminally with assault or battery-related crimes as a result of an act while on duty and enforcing school policy to maintain a peaceful and safe environment, the employee will be entitled to reasonable defense costs by the Nye County School District. If a Court finds the employee's conduct wanton or malicious, the employee or former employee shall be liable to the District for the amount of defense costs expended by the District.
8. In all instances where there is contact between administrators and a parent regarding a written formal complaint with a child and an employee, the employee involved shall be notified within ten (10) working days of the nature of the complaint and any proposed action to be taken.
9. Any observation that results in a negative evaluation or direction for change shall be called to the employee's attention in writing within ten (10) days after the observation.

## ARTICLE VII

### TRANSFERS

#### 7-1 Voluntary Transfers

7-1.1 The District Policy recognizes that it is desirable, when making assignments, to consider the interest and aspirations of its licensed members of the bargaining unit. Requests by a licensed member of the bargaining unit for transfer to a different assignment, building, or position will be made using the electronic transfer request tool provided by the Human Resources Department, along with a letter of interest and current resume. Transfer request information will be provided to the Association. To be eligible to submit for voluntary transfer, the licensed member of the bargaining unit must be completing at least one full school year in their current assignment, must not be on any current plan of improvement, e.g. Educator Assistance Plan (EAP), participating in the ARL program, or, if participating in the Special Education Option Program, must be within the limitations specified in Appendix E. The electronic transfer request tool will set forth the building, and the assignment or position sought. All eligible in-district applicants who submit a transfer request using the electronic transfer request tool provided by the Human Resources Department, and the required documents mentioned above, will be afforded an interview. The district will notify all bargaining unit members about all open positions throughout the year via district email. Applications for voluntary transfer from eligible in-district applicants will be considered before out-of-district applicants during the month of February each year. This allows the District to actively recruit during the active recruiting season, which is at the end of February through March.

During the transfer window, the District can advertise for open positions, but no offers will be made for a specific position until after the transfer window has closed for current NCCTA members.

Hiring supervisors with known or anticipated vacancies will review the list of transfer requests, including preferences on placement and conduct interviews during the transfer window. Once the interviews have been completed, Human Resources will schedule a Transfer Acceptance Meeting (TAM) with the Administrators on March 1<sup>st</sup> of each school year. The transfer/placement requests shall be considered in the following order:

- a. RIF'd and/or displaced bargaining unit members
- b. Bargaining unit members making voluntary transfer requests
- c. Bargaining unit members returning to active status from an extended leave (on a position available basis)

In the event that an applicant indicates interest in more than one location, an applicant preference list will be utilized to determine placement.

Applicants must submit the electronic transfer request tool and required documents for transfer within the transfer window. Any vacancies not filled at the Transfer Acceptance Meeting (TAM) will be advertised to out-of-district applicants.

7-1.2 Voluntary transfers will be granted on the basis of experience, qualifications, past evaluation and seniority of the applicants.

Nye County Classroom Teachers' Association Constitution/Bylaws  
Adopted 12/6/2014

## Article I. Definitions, Name, Purpose, and Governance

### Section 1. DEFINITIONS:

Simple Majority is defined as 50% plus one of votes cast.

A quorum of the Executive Board shall constitute 50% plus one of the current active Board.

NEA - National Education Association

NSEA - Nevada State Education Association

UCN- UniServe Council of Nevada

Authorized Representative- Any member in good standing.

### Section 2. NAME:

The name of this organization shall be the Nye County Classroom Teachers' Association, hereinafter referred to as The Association. The Association is an affiliate of the National Education Association (NEA), the Nevada State Education Association (NSEA), and any other affiliates the general membership of The Association has or shall agree upon by a simple majority vote, ~~hereinafter defined as 50% plus one of votes cast.~~

### Section 3. PURPOSE:

- a. To represent ***the interests, safety, and concerns*** of its members, ***as well as act as mediators*** in their relations with the Board of Trustees and administration of the Nye County School District.
- b. To develop and to promote the professional rights and economic security of the members.
- c. To promote professional attitudes and ethical conduct among members.
- d. ~~To work for the welfare of school children, the advancement of education, and the improvement of instructional opportunities for all.~~

ed. To encourage members to exercise their rights and privileges as citizens and to provide leadership in civic affairs.

fe. To hold property and funds for the attainment of Association purposes.

gf. To cooperate with lay groups in distributing to the public, information on educational concerns and to initiate such concerns, if so desired.

### **Section 34. GOVERNANCE:**

The Association shall be governed by this Constitution/Bylaws and by such other actions as may be taken by its membership consistent with the Master Contract and/or Nevada Revised Statutes.

## **Article II. Membership**

### **Section 1. ACTIVE MEMBERSHIP**

- a. Active membership in The Association shall be available to all professional personnel employed by, or on leave from, the Nye County School District and who hold current Nevada State Teacher certification excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Administrative Assistants, Directors, District Psychologists, all other administrative personnel, Teachers' Aides, and Substitute Teachers. Active membership may be extended to other groups depending on changes to the Master Contract, Nevada Revised Statutes, and/or agreements with the NEA and NSEA.
- b. New members will be considered a member in good standing 30 days after their application is signed and dated by an authorized representative.

### **Section 2. RIGHTS OF MEMBERSHIP:**

The Association shall not deny membership to individuals on the basis of race, color, creed, gender, **age, sexual orientation, gender identity** or national origin and shall be consistent with current non-discrimination law.

### **Section 3. MEMBERSHIP YEAR:**

The membership year shall be September 1 through August 31.

### **Section 4. OBLIGATIONS OF MEMBERSHIP:**



- a. Active members shall support the stated purposes and objectives of The Association.
- b. Active members shall hold appropriate membership in the NEA, NSEA, UCN and The Association.

### **Section 5. DUES OF MEMBERSHIP:**

- a. Active membership shall be granted to eligible persons upon payment of membership dues. Failure to pay such dues shall constitute termination of membership in The Association.
- b. The dues of The Association shall be set by the NEA, NSEA, UCN, and the Association's Board of Directors.
- c. Increase in dues shall be announced to the membership and justified by the Board of Directors.
- d. Conference costs, officer stipends, business expenses, negotiations costs, and legal expenses are legitimate uses of membership dues. ~~Support of political action may not be taken from the general accounts of the Association.~~
- e. Support of political action may not be taken from the general accounts of the Association.

### **Section 6. TERMINATION OF MEMBERSHIP:**

- a. Active membership shall be in force until said member resigns his/her position with the Nye County School District, fails to pay membership dues, or resigns from The Association. Voluntary resignation from the Association shall occur prior to or following the established membership year. The period from July 1 through July 15 is specified in the membership application.
- b. The Board of Directors shall have the authority to expel or censure any member for violation of Article II, section 4. Charged members shall have the right to a due process hearing by said Board of Directors and shall be granted the right of appeal to the general membership by simple majority vote.

## **Article III. Legislative Authority**

### **Section 1. GENERAL MEMBERSHIP:**

The authority to establish Association policies and objectives, to adopt an annual budget, and to exercise final authority on all matters of the Association shall be vested in the general membership by simple majority vote.

## Section 2. MEETINGS:

a. ~~There shall be at least one (1) general membership meeting each spring.~~ There shall be at least one (1) in person general membership meeting every spring in each attendance area (one in the North and one in the South) or one (1) virtual general membership meeting in the spring that includes both attendance areas.

b. Other general membership meetings shall be called as needed by The Association President. All meetings shall be *publicized* by the Association at least two weeks in advance of proposed meetings and will convene at a central location or via a virtual medium.

bc. Meetings of the general membership also may be called by a simple majority vote of the Association's Board of Directors, or by at least twenty percent (20%) of the total active membership.

ed. The membership present at any general membership meeting shall constitute a quorum.

## Article IV. Officers and Board of Directors

### Section 1. OFFICERS:

a. The officers of The Association shall be comprised of a President, ~~two Vice Presidents,~~ **a Southern Area Vice President, a Northern Area Vice President,** a Recording Secretary, a Treasurer, a Membership Secretary, and seven (7) Directors, all elected in a general election by the general membership ~~at large~~.

b. The Northern Vice-President must be employed in one of the northern attendance areas, (i.e. Duckwater, Round Mountain, Gabbs, **Warm Springs**, or Tonopah). ~~The Southern Vice-President must be employed in one of the southern attendance areas, (i.e. Amargosa, Beatty, or Pahrump). The seven Directors shall be comprised of one director from each attendance area within the District and may include 1 additional for every forty(40) members in an attendance area.~~

**c. The Southern Vice-President must be employed in one of the southern attendance areas, (i.e. Amargosa, Beatty, or Pahrump).**

**d. The seven Directors shall be comprised of at least one director from the northern attendance area and at least one one director from the southern attendance area, and will include 1 additional person for every forty(40) members in each attendance area.**

## Section 2. BOARD OF DIRECTORS:

The Board of Directors, hereinafter referred to as the Board, and consisting of the six Association-wide officers and the area directors, shall function as the executive authority of the Association. The Board shall be responsible for managing the affairs of the Association, approving budgeted expenditures, carrying out the adopted policies of the Association, and to act for the Association during intervals between general membership meetings.

## Section 3. MEETINGS:

- a. The Board may meet in person, **via video conference**, or via telephone conference at least every two (2) months during the course of the designated school year. A quorum shall consist of 50% +1 of the total sitting Board Members.

## Section 4. TERMS OF OFFICE:

- a. The term of office of all officers shall be for two (2) years, commencing June 1 through May 31.
- b. No active member shall be limited to a specific number of terms he/she may hold in any elected office.
- c. If a vacancy occurs in the office of President during a term in office, the ~~Vice President representing that elected President's attendance area, (North or South), shall assume the duties of the President until next general election.~~ both the northern and southern vice presidents will act as interim, sharing the duties of the presidency until either a special election can be called or until the end of the term of office as deemed appropriate by the Executive Board. A vacancy occurring in any other office may be filled by President's appointment **upon approval by the Board**, within the established attendance area guidelines, until the next general election. In the event that vacancies occur in both President and Vice President offices within one attendance area, i.e. North or South, the remaining elected Vice President shall assume the duties of President until the next general election. Appropriate representation for the affected attendance area shall be assumed by the Director(s) representing the affected attendance area until the next general election.
- d. A vacancy occurring in any other office excluding the President may be filled by President's appointment **upon approval by the Board**, within the established attendance area guidelines, until the next general election. shall be filled by the remaining members of the Executive Board by succession. In the event that vacancies occur in both President and Vice President offices within one attendance area, i.e. North or South, the remaining elected Vice President shall assume the duties of President until the next general election. Appropriate representation for the affected attendance area shall be assumed by the Director(s) representing the affected attendance area until

~~the next general election.~~

## **Section 5. RECALL FROM OFFICE:**

a. Recall proceedings may be initiated against any officer of the Association by Petition representing at least twenty percent (20%) of the active membership, or by a **two-thirds** vote of ~~at least seven~~ **the Executive** Board members.

b. Within two (2) weeks of the initiation of the recall, the Board shall call a special general meeting and the active membership shall, by secret ballot, and by simple majority, vote on the removal of the officer from said office. The vacancy created shall be filled per Article IV, Section 4.

c. ~~Directors who miss 2 (two) consecutive meetings without proof of extenuating, substantive circumstances prior notification will be removed from their Directorship, and the vacancy will be appointed by the~~ President.

## **Section 6. NOMINATION OF OFFICERS:**

a. All active members of the Association are eligible for nomination and election to any Association office (excluding President or Vice Presidents) or any Board of Directors position within the established attendance area guidelines per Article IV, Section 1.

b. Nominees for the offices of President or Vice Presidents must have held office as an officer or Director for at least one term (by election or appointment).

c. The Vice-President shall request written nominations from the Board member(s) in each attendance area no later than one (1) month prior to the annual general Membership spring meeting, hereinafter referred to as the annual meeting. Each attendance area Board member shall submit all nominations to his/her regional Vice-President no later than two (2) weeks prior to the annual meeting.

d. At the annual meeting any active member shall have the right to be nominated or to nominate any other member to any office, if nomination is in compliance with Article IV, Section 6.

e. At the annual meeting all nominees for all offices shall be invited to present him/herself to the general membership for a period not to exceed five (5) minutes.

f. Each attendance area shall conduct its own nomination for its Board representative(s). Nominations are open to all active members within that attendance area.

## **Section 7. ELECTION OF OFFICERS:**

- a. All regular, runoff, special, and recall elections shall be by secret ballot.
- b. After the annual meeting and before March 15, the Vice-Presidents shall submit, through their attendance area Board members, a ballot of all nominees for all Association offices and delegates to the NSEA Delegate Assembly.
- c. Each active member shall have the right to vote for one person for each Association office and for delegates to the NSEA convention. At the discretion of the Board member, any active member may be added to the list of nominees. If the member desires, she/he may write-in any qualified member instead of voting for the listed nominees.
- d. All ballots shall be returned, individually or through the area's Board member, to the respective Vice-President no later than April 1.
- e. The counting of the membership's votes shall be done no later than the second Saturday in April and shall be administered by the Vice-Presidents. Any active member may witness. Those candidates for office who receive a simple majority of votes cast shall be declared the new officers.
- f. In the event, no candidate receives the simple majority of votes cast, the Vice-Presidents shall immediately prepare and send out runoff ballots to the general membership. The Vice-Presidents shall allow ~~two (2)~~ **one (1)** weeks from the date the runoff ballots were sent for the return of said ballots, which shall determine the new officer.
- g. In the event of a tie vote in the runoff election, the cutting of cards shall determine the final winner.
- h. The Association shall encourage nomination and election of minority candidates to the Board and/or any office in the Association, per Article IV, section 1.b.
- i. Each attendance area shall elect its own Board representative(s). All active members shall be allowed to vote by secret ballot for their school's area representative(s).

## **ARTICLE V. Duties of Officers**

### **Section 1. PRESIDENT**

- a. Presides over all Association meetings and prepares their agendas.
- b. Represents the Association on all matters of Association policy, or appoints another Board member to do so.

- c. Serves as ex-officio member of all Association committees.
- d. Represents the Association at Delegate Assembly as a voting member of the Association's delegation.
- E. Act as spokesperson for the Organization to the general public

## **Section 2. VICE-PRESIDENTS:**

- a. Alternately preside over all Association meetings in the absence of the President. Rotation begins with the Vice-President from the President's area (North or South).
- b. Supervises and/or conducts all elections.
- c. Performs such other duties as delegated by the President.

## **Section 3. RECORDING SECRETARY:**

- a. Keeps accurate minutes of the Association and Board's meetings.
- b. Maintains the official files of the Association.
- c. Performs such other duties as delegated by the President.

## **Section 4. TREASURER:**

- a. Holds funds of the Association and disburses them upon authorization of the Board.
- b. Maintains membership rolls for the purpose of reconciling financial statements from the NSEA.
- c. Maintains records of receipts and disbursements.
- d. Submits financial records to the Board for annual audit as required.
- e. Prepares financial reports for meetings of the Board and prepares an annual financial statement distributed to the membership as required.
- f. Prepares and submits a budget for operation of the Association to the Board and Association affiliates as required.
- g. Files appropriate tax reports and documents as required by law.

## **Section 5. MEMBERSHIP SECRETARY:**

- a. Maintains an accurate roll of all members.

- b. Prepares membership reports for meetings of the Association and the Board.
- c. Prepares and submits reports and information to the School District and the affiliates as required. Section 6. ATTENDANCE AREA BOARD OF DIRECTORS:
  - a. Conduct the Association business of each attendance area.
  - b. Present the views of those members within his/her attendance area.
  - c. Serve as communication liaison between the Board and their constituents.
  - d. Perform such other duties as delegated by the President, Board of Directors, or general membership.

## **Article VI. Committees**

The President shall appoint, with the consent of the Board, any committee as may be necessary to achieve the Association's program. All committees shall receive specific charges from the President and shall be discharged upon completion of those charges.

## **Article VII. Delegates to the NSEA Delegate Assembly**

### **Section 1. ELECTION:**

- a. All Association delegates shall be elected in compliance with the rules of the NSEA.
- b. Delegates shall be elected in conjunction with the election of officers and shall be in accordance with the nomination and election procedures per Article IV, sections 6 and 7.
- c. Each delegate shall be elected to serve a two year term.
- d. The Association President shall be an automatic voting member of the NCCTA delegation to the NSEA Delegate Assembly.
- e. Any member or members of the Board shall have the right to be nominated and elected to serve as a delegate.
- f. The number of delegates allowed at Delegate Assembly is set by the NSEA By Laws.
- g. Nominees who do not receive enough votes to be elected, shall be alternates in the event that an elected delegate is unable to attend Delegate Assembly. Alternate delegates shall be selected according to the number of ballots they received.

## **Section 2. DUTIES:**

- a. Each delegate/alternate shall be aware of the dealings of the Association and the Board.
- b. Each delegate/alternate shall be invited to sit with the Board in any and all meetings as a non-voting participant
- c. Each delegate/alternate shall represent the Association's views and goals at the NSEA Delegate Assembly.

## **Article VIII. Delegates to the NEA Representative Assembly**

### **Section 1. ELECTION:**

- a. The Association may elect delegates to the NEA Representative Assembly.
- b. All Association delegates shall be elected in compliance with the rules of NEA's Constitution/Bylaws and its affiliates.

## **Article IX. Authority**

### **Section 1. STATE AND NATIONAL AFFILIATION:**

The Association shall comply with all affiliation requirements of the Nevada State Education Association and the National Education Association. Any part of this Constitution/Bylaws found to be in conflict with the Constitution/Bylaws ~~or bylaws~~ of either affiliate shall be declared null and void.

### **Section 2. RATIFICATION:**

This Constitution/Bylaws, upon passage by simple majority vote cast secretly by its membership, takes immediate and full effect

### **Section 3. TRANSITION**

Every effort shall be made to adhere to the election procedures as outlined. Specific dates and deadlines per Article IV, sections 6 and 7 will not and cannot be complied with for the FIRST election under the Constitution/Bylaws.

## **Article X. Amendments**

- a. Amendments to this Constitution/Bylaws may be made by a ~~simple majority~~ vote



*consisting of two-thirds (2/3) of the voting Membership.*

*b. A proposed Amendment to this Constitution/Bylaws may be submitted in writing by any active member of the Association to either the President, or their representing Vice-President.*

*c. The submitting member shall be invited to attend the next Board of Directors meeting to present the proposed Amendment to the Board, as well as provide commentary and answers to questions that may arise. If the submitting member is not a voting member of the Board, they will have no vote when the Board votes on the proposed Amendment.*

## **Article XI. Contract Negotiations**

### **Section 1. NEGOTIATIONS:**

*a. All negotiations between the Nye County School District Board of Trustees, or its designee, and the Association shall be conducted by members of the Association, as appointed by the President **upon approval by the Board** or be conducted by legal counsel provided by NSEA. Negotiations shall be kept confidential until presented to the membership at large for ratification.*

*b. The Association Negotiations Team shall act as mediators to the Board and hold no power to deliberate or enter into any TENTATIVE agreements with the Nye County School District Board of Trustees or its designee, until the Board has had reasonable time to deliberate, discuss, and act upon any proposed matters of negotiation.*

### **Section 2. MEMBERSHIP APPROVAL:**

~~*The Association Negotiations Team may accept a TENTATIVE agreement between the Nye County School District Board of Trustees, or its designee. The Association Negotiations Team must take the agreeable proposals to the general membership for approval or disapproval.*~~

*a. The Association Negotiations Team may **ONLY** accept a TENTATIVE agreement between the Nye County School District Board of Trustees, or its designee upon a final approval of the Association Board agreed upon by simple majority.*

*b. The Association Board must take the agreeable proposals to the general membership for approval or disapproval.*

### **Section 3. RATIFICATION OF CONTRACT:**

**a.** The Ratification of a contract agreement between the Nye County School District Board of Trustees and the Association shall be accomplished by a simple majority vote of the General-voting Membership ~~as soon as is practical~~.

**b.** *The membership shall have a minimum of one week, five business days, to review the agreed upon ratifications before voting by general membership may occur. No ballot shall be sent to the general membership until the period of review has expired*

**c.** *During the period of review the Board shall hold general meetings, open to all general members of the association, as open forums so that any questions may be heard and discussed. These meetings shall occur no sooner than three business days after the proposed agreement has been received by the general membership.*

**d.** *Ballots for voting shall be sent out or made available after the end of business on the final day of the period of review., and shall remain active for three business days after the end of the period of review.*

### **Article XII. Saving Clause**

If any provision of this Constitution/Bylaws is held to be contrary to federal or state law, then such provision will be deemed invalid, to the extent required by law. All other provisions will continue in full force and effect.

Seniority will be used if the combined score of one or more applicants is equal. Should the District or its agent deny a request for a voluntary transfer, the employee may contact Human Resources to find out the reasons for non-selection within five (5) days. If there is no resolution, the employee, the Association, and Human Resources will meet.

## 7-2 Involuntary Transfers

An involuntary transfer will be made only in the case of an emergency, in order to comply with the Elementary and Secondary Education Act of (ESEA), as amended, or to prevent undue disruption of the instructional program.

1. The District will notify, in writing, the affected bargaining unit member(s) and the Association of the specific reasons for such transfer at the time of the notification of transfer.
2. If the bargaining unit member(s) object to the involuntary transfer for the reasons given, the dispute may be resolved through the grievance procedure beginning at Step II. If the dispute is ultimately resolved in favor of the transfer, or, if the Association does not process the grievance through arbitration, the bargaining unit member will, if s/he requests, be released by the District from his/her contract without prejudice.
3. When such vacancy has to be filled with existing staff or staff already employed in that attendance area, the vacancy will be filled in the following manner:
  - a. For attendance areas with only one Elementary, Middle, or High School:
    - i. Volunteers meeting the criteria for licensure or qualifications to fill the vacancy will be solicited from the attendance area of the vacancy District for a period of five (5) workdays. The District shall furnish the Association notice of all expected or unfilled vacancies. This notification shall reflect the open position, grade level, subject matter, and building or school of the vacant position. Preference will be given first to candidates already employed in the attendance area.
    - ii. If, within five (5) workdays, no volunteers from the District have requested a transfer to the vacant position, the Superintendent/Designee will transfer the least senior bargaining unit member in the District who meets the same criteria for licensure or qualifications.
  - b. For attendance areas with more than one Elementary, Middle or High School:
    - i. Volunteers meeting the criteria for licensure or qualifications to fill the vacancy will be solicited from the attendance area of the vacancy for a period of five (5) workdays. The District shall furnish the Association notice of all expected or unfilled vacancies. This notification shall reflect the open position, grade level, subject matter, and building or school of the vacant position. Preference will be given first to candidates already employed in the attendance area.
    - ii. If, within five (5) workdays, no volunteers from the District have requested a transfer to the vacant position, the Superintendent/Designee will transfer

the least senior bargaining unit member in the attendance area who meets the same criteria for licensure or qualifications.

4. The above sequence of involuntary transfers shall be repeated no more than three (3) times.
5. An involuntary transfer will not result in the loss of compensation, seniority, or fringe benefits.
6. Reasonable moving expenses necessitated by an involuntary transfer will be borne by the District.

### 7-3 Reassignments

Reassignment shall always be considered in providing the best possible education for students and shall not be punitive in nature. Reassignment at each school site shall be the responsibility of the site administrator based on the needs of the school and students. In grades K – 5, should the reassignment move more than two (2) grade levels, the following criteria will be utilized when determining reassignment:

- Compatibility of the employee with respect to students, programs, and staff at that grade.
- Experience in the subject/grade level.

If the reassignment is involuntary and the employee is informed that they must move classrooms or offices within the last two weeks of the current school year, or after the new school year has started, teachers will be paid an additional \$200.00.

Any teacher interested in a change in grade level, subject or assignment at his/her current worksite must submit a request via email to the site principal by January 21<sup>st</sup> for the following school year. This will allow the District time to prepare for the upcoming transfer window and subsequent postings.

## ARTICLE VIII

### REDUCTION IN FORCE

#### 8-1 Personnel Reduction

1. In the event that the District elects to exercise its management right to reduce personnel because of a lack of funds or a lack of work, such reduction shall be effected as follows:
  - a. The employee with the least seniority in the affected classification or position shall be laid off first.
2. The Association shall be notified by February 1<sup>st</sup> of each year of possible reductions in force. Additionally, if the District knows of the exact attendance area, classification and individual, the individual and the Association shall be notified.
3. RIF'd and/or displaced bargaining unit members will be placed during the annual staffing meeting, pursuant to Article 7-1.1. If a vacancy does not exist in the RIF'd and/or displaced bargaining unit member(s) area(s) of certification, the employee shall have the option to displace the least senior bargaining unit member in their area of certification in their attendance area or to be placed onto a recall list by seniority. The RIF'd and/or displaced bargaining unit member(s) shall retain the right to be recalled in order of seniority to any vacancy that occurs in the bargaining unit member(s) area(s) of certification for a period of three years from the date of written notification of reduction in force.
4. ARL Program participants do not qualify within this process. These employees will be placed below licensed employees and shall be placed after the completion of the process established in 8-1.3.
5. Hiring for area(s) of certification of the bargaining unit member(s) placed on the recall list will be frozen to outside applicants until the recall list has been exhausted.

#### 8-2 Seniority

1. Seniority will be computed from a bargaining unit member's most recent date of hire in the bargaining unit.
  - a. Date of hire is the first contractual day of work.
  - b. Seniority will continue to accrue during all paid leaves of absence.
  - c. Seniority will not be broken by unpaid leaves of absence.
  - d. Employment by the District in a position outside the bargaining unit will not be counted in computing seniority. Employees returning to employment within the bargaining unit shall have their seniority adjusted by moving their hire date forward equal to the time employed by the District in the non-bargaining unit position.
  - e. Employment by the District in a position with restricted terms as prescribed by NRS

391.3015(3) and NRS 391.120(1) shall have all time computed to establish seniority and be subject to the Procedure for the Reduction in Force to be found in Appendix D.

- f. When hire dates are equal among bargaining unit members, the seniority date of those bargaining unit members will be determined by drawing of lots during the annual New Teacher Orientation. Seniority dates for bargaining unit members hired during the school year will be determined by electronic drawing of lots via email, within ten (10) business days of official hire date.
2. Procedure for Personnel Reduction to be found in Appendix D.
3. By September 30<sup>th</sup> of each school year, the Superintendent will provide the Association with a list showing the seniority of each bargaining unit member employed by the District, their areas of certification and courses taught.
4. The seniority list shall be maintained on a shared Google Folder that can be accessed by the NCCTA President, Vice President, and Membership Secretary at all times.

## ARTICLE IX

### **BARGAINING UNIT MEMBER LEAVE**

#### 9-1 Sick Leave

1. At the beginning of each school year, each bargaining unit member will be credited with fifteen (15) days of sick leave at full salary for personal illness or disability, maternity, paternity, personal medical appointments, quarantine or communicable disease. Unused days each year will be accumulated.
2. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.
3. The employee may use leave 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. Pursuant to FMLA guidelines. Other serious family illness shall be allowed with the recommendation of the principal and approval of the Superintendent.
4. A bargaining unit member who is unable to teach because of illness or disability and who has exhausted all sick leave available may be granted a leave of absence without salary for the duration of the illness or disability, pending the approval of the Superintendent/Designee for the unpaid leave of absence, for the remainder of the current school year. Upon return to work, the employee will be placed in a similar position, within attendance area, without loss of pay or benefits.
5. Each employee shall furnish satisfactory proof of the necessity for the sick leave, after five (5) consecutive days, if such proof is requested by the Superintendent/Designee.
  - a. 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 NCSA Policy 6227.
  - b. 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.

6. After ten (10) years of service and upon termination of employment, bargaining unit members will receive a lump sum payment for all days of accumulated unused sick leave, up to ninety (90) days maximum, at the rate of twenty-five percent (25%) of his/her current daily salary times the number of days accumulated.
7. After twenty (20) years of service and upon termination of employment, bargaining unit members will receive a lump sum payment for all days of accumulated unused sick leave, up to one hundred twenty (120) days maximum, at the rate of thirty-five percent (35%) of his/her current daily salary times the number of days accumulated.
8. The employee 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.
9. Each employee who used three (3) days or less of sick leave in the preceding year may sell back up to five (5) days of unused sick leave at a rate of \$100 per day. Each employee who uses five (5) days or less of sick leave in the preceding year may sell back up to three (3) days of unused sick leave at the rate of \$90 per day.
10. Employees who wish to take part in the buy-back of unused sick leave for the prior school year must notify NCSD no later than August 31st of that year.

#### 9-2 Maternity/Paternity and Child Adoption Leave

1. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery there from and any temporary disability resulting there from shall be treated as any other temporary disability for all job-related purposes under the provisions of sick leave. (All written and unwritten employment policies and practices of the Board will be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions as applied to other temporary disabilities.)
2. An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:
  1. A maximum of six (6) weeks adoption leave will be permitted to either the father or the mother in any combination. (i.e. three (3) for mother and three (3) for father) Leave beyond six (6) weeks may be granted under the provisions of extended leave absence (9-7).
  2. Adoption leave will be granted only for children who are between the ages of birth to six (6) years of age at the time of adoption.
  3. The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where the ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.
3. The length of leave of absence, including the date on which the leave will commence and date on which the bargaining unit member will resume duties, will be determined by the bargaining unit member and the Administration, in consultation with her physician or, in the event of adoption, the child's physician.



4. The Board will not refuse to do any of the following because of bargaining unit members pregnancy:
  1. Hire or employ
  2. Select her for a training program leading to employment, reassignment, or promotion
  3. Retain her as an employee
  4. Consider her for and enroll her in training programs leading to employment, reassignment or promotion
  5. Treat her equally with all employees in compensation or in terms, conditions, or privileges of employment

9-3 Bereavement Leave

The employee may use a reasonable amount of sick days in the event of death in the immediate family. This includes mother, father, sister, brother, children, spouse, and grandparents.

Other deaths will be covered under the provision with the recommendation of the Principal and approval of Superintendent.

9-4 Leave for Jury Duty

1. Any employee receiving notice of jury duty shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled day as such jury duty permits.
2. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty and any money received for jury service shall be remitted to the District.
3. Any per diem or transportation allowance shall be retained by the employee.

9-5 Professional leave

Temporary leave at full salary will be provided each bargaining unit member for visiting other schools, attending professional Association committee meetings, conferences, conventions, and assemblies upon recommendation of the Principal and the approval of the Superintendent.

9-6 Personal Leave

1. At the beginning of each year, each employee will be credited with two personal days of leave at full pay. Unused personal days will be allowed to accumulate up to a total of four (4) days. If the employee has used five (5) or fewer days of sick leave in the prior year he will be allowed to accumulate up to a total of five (5) days of personal leave in that year. The employee will also get a choice of rolling over unused personal leave into his/her sick leave at the end of a school year. This request must be made in writing to Payroll by the employee's last working day.

2. Personal leave shall be granted to employees without limitations as to the purpose for use of such days.
3. Personal days shall not be taken the day prior to, or the day immediately following, any vacation period or holiday or during the first week of school and the last week of school. Exceptions may be granted with the recommendation of the Principal and the approval of the Superintendent.
4. Employees wishing to use personal leave shall notify their immediate supervisor of the intended use of a day's personal leave at least five (5) days prior to the date to be used except in cases of emergencies. In the latter case, notice should be given as early as possible. All personal leave is subject to scheduling by the appropriate supervisor.

9-7 Extended Leaves of Absence

1. Upon approval of the Superintendent/Designee, extended leaves of absence of up to one year (12 months) without salary may be provided for such reasons as extended personal or family illness, child care, adoption, and paternal leave during childbirth, exchange teaching, serving in a public or Association office, or military service. Extensions to the leave of absence may be considered, with the recommendation of the supervisor and approval of the Superintendent/Designee.
2. Bargaining unit members on extended leaves will be entitled to:
  - a. The employee shall be returned to a position for which the employee is qualified. The District is not obligated to return the employee to the original position held by the employee prior to the leave. Pursuant to NCSD Policy 6233.
  - b. If the leave adds to the educational experience of the bargaining unit member, then they shall accrue seniority and salary schedule experience credit.

9-8 Sick Leave Bank

Under this agreement, licensed staff covered by this contract may voluntarily become members of the NCCTA sick leave bank by contributing one (1) sick leave day 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 a rate of one day per member per assessment. This bank is to assist employees who have long term illness and disabilities and who have exhausted their sick leave accumulations.

1. All bargaining unit members are eligible to join the sick bank upon date of hire. Only individuals who have contributed to the bank are eligible for benefits.
2. To be eligible for benefits, new employees must have joined by the end of the fall semester of the previous school year. Current employees must have joined by the end of benefits open enrollment of the previous school year.
3. Members must notify the NCCTA President and NCCTA Secretary 5 days before their sick leave runs out, to be eligible to receive days from the sick bank. The Joint Advisory Committee (JAC) will determine emergencies, such as hospitalization on a case-by- case

basis.

4. The maximum cumulative number of days which any one person can be granted from the bank during one (1) school year is twenty (20) days. The maximum cumulative number of days which any one person can be granted from the bank during his/her period of employment with NCSD is forty-five (45) days.
5. Benefits from the sick bank up to ten (10) days to one member may be approved by the NCCTA President and NCCTA Secretary with appropriate proof of medical need provided by the applicant for benefits, either to the NCCTA President and NCCTA Secretary, or Nye County School District.
6. Applications for benefits extending beyond the ten (10) days granted from the NCCTA President and NCCTA Secretary from the sick leave bank must be brought to the Joint Advisory Committee (JAC) of the School District.
7. The Joint Advisory Committee (JAC) shall consist of one (1) School Board Member, three (3) Administrators selected by the Superintendent or his/her designee, and four (4) bargaining unit members selected at random by the NCCTA Executive Board. The committee shall work cooperatively to execute the sick leave bank.
8. Bargaining unit members may transfer sick time to another bargaining unit member, in order to assist employees who have long term illness, pregnancy, or disabilities and who have exhausted their sick leave and all other paid leave accumulations.  
  
Up to five (5) days, per donor, with a max of four (4) donors, not to exceed twenty (20) days per school year. No one individual shall receive more than forty-five (45) days during his/her period of employment with NCSD.
9. Those employees 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.
10. 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 employee.
11. When the total number of days in the sick leave bank is reduced to one hundred (100) days or less, the Joint Advisory Committee will inform the bank membership and a special assessment of one 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 fifty (50) and may be placed in the bank one time per calendar year. The NCCTA Executive Board will assess the membership of the sick leave bank on a rotating alphabetical basis.
12. 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 six hundred (600) days. The maximum number of days in the bank will be subject to annual review to reflect the change in the number of licensed employees.

13. If a member of the sick leave bank is at his/her maximum sick leave allotment, then one (1) to ten (10) days may be put in the sick leave bank. In order to do this the eligible member would have to submit a letter on or before October 15th, of each year to the Superintendent/Designee authorizing this assessment.
14. Upon the Bargaining Unit Member leaving the District, the Bargaining Unit Member may donate up to ten (10) days accumulated beyond the one hundred twenty (120) days that the District pays out, in accordance with Article 9-1.6.1.

9-9 Sabbaticals and Travel Study

Granted only with the Superintendent's approval. See Appendix C. Approval will be subject to established guidelines, developed jointly by the Nye County School District and the Nye County Classroom Teachers Association.

9-10 Association Leave

- 9-10.1 Upon one (1) week written notification from the Association President to the Superintendent of Nye County School District, a total of one hundred twenty-six (126) hours inclusive shall be granted to Association members each year for the purposes of attending Association meetings, conferences, delegate assemblies and conventions, and conducting union business.

The total of one hundred twenty-six (126) leave hours granted and taken under this provision will be reimbursed by the Association at the substitute's hourly rate. Additional hours may be granted as Association leave without pay and the District will be reimbursed by the Association at the substitute's hourly rate.

- 9-10.2 When NCSD or its agents request Association members to conduct Union business with NCSD during the regular school day hours, and the Association agrees to do so, the release time for the Association member will be recorded as Union Business leave.

Association members, who receive release time during the regular school hours at the Association's request, must fill out Request for Leave forms, signed by the principal of the respective school(s) to reflect Union business as the reason for the request for leave.

## ARTICLE X

### BARGAINING UNIT MEMBER WORK YEAR

#### 10-1 Regular Work Year

##### 10-1.1

1. The regular work year for bargaining unit members will consist of one hundred and eighty-three (183) days.
2. At the discretion of their administrator, Secondary counselors may be assigned to work up to an additional six (6) days at their Contracted rate of pay, to assist with beginning and end of the year responsibilities.
3. Secondary Special education teachers will have the option of working three (3) additional days, at their contracted rate of pay, two (2) at the beginning of the year, and one (1) at the end to close files. The days are to ensure the teacher has the appropriate time to complete special education paperwork. To include, but not limited to: schedules, behavior plans, reviewing IEPs, and contacting parents.
4. The Superintendent may ask the bargaining unit members to work a 184<sup>th</sup> day for the purpose of in-service training. Regular per diem and transportation will be paid as per District Policy, if applicable.

10-1.2 The Superintendent or his agent may request bargaining unit members to work additional days beyond the one hundred and eighty-three (183)-day contractual year for the purpose of non-mandatory in-service training. Regular per diem, transportation, and a stipend of \$130.00 will be paid as per District Policy, if applicable. Bargaining unit members choosing not to attend these non-mandatory in-service training shall not be held responsible for the materials, procedures, or concepts presented at these non-mandatory in-service trainings.

#### 10-2 New Teacher Orientation

1. New hires may be required to attend up to five (5) additional days of orientation and shall be paid, if licensed by or have applied to the Nevada Department of Education, a stipend of \$130.00 per day, plus per diem and transportation, as set by District Policy.
2. New hires, if not currently licensed or who have not applied to the Nevada Department of Education, required to attend additional days of orientation shall be paid a stipend of \$90.00 per day, plus per diem and transportation, as set by District policy.

#### 10-3 Vacation Days

1. Vacation periods will be:  
2023-2025 school years  
November TBD  
Winter Break December/ specific dates TBD  
Spring Break April/ specific dates TBD
2. Bargaining unit members will agree to extend the school year if necessary to meet state

requirements.

10-4 Holidays

1. The following holidays shall be observed:

- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- 4<sup>th</sup> of July (Year Round Schools only)

10-5 The School Board or its designee, and the Association President, or his/her designee will cooperatively formulate a variety of plans for the integration of winter or spring break vacations into the school calendar by December 31<sup>st</sup> of the prior year for up to three (3) years at a time. NCCTA members will vote for the plan they prefer by February 15<sup>th</sup>. The counting of ballots will be done by the School Board, or its designee, and the Association President, or his/her designee. The response of the majority of NCCTA members participating in the vote will determine the winter and spring vacations. The School Board will reserve the right to determine all other aspects of the school calendar as given in the previous statements of Article X.

10-6 Pahrump Attendance Area:

Five (5) hours of release time compensation for Five (5) hours of mandated activities beyond the regular work day (parent conferences, open house, and/or afterschool activities) shall be granted to bargaining unit members. Release time will be compensated in two (2) two-hour and thirty minute early releases immediately preceding the Thanksgiving vacation, and the Easter holiday. The NCCTA will agree to extend it back to a seven (7) for seven (7) should the need arise.

Four-day School Week Program Sites:

Schools that are on the four-day school week program, shall be granted seven (7) hours of release time compensation for seven (7) hours of mandated activities beyond the regular work day (parent conferences, open house, afterschool activities, and/or travel time). Release time will be compensated in two (2) three-hour and thirty-minute early releases immediately preceding the Thanksgiving vacation and the Easter holiday. The NCCTA will agree to extend it back to a ten (10) for ten (10) should the need arise.

## ARTICLE XI

### **BARGAINING UNIT MEMBER WORK DAY**

#### 11-1 Hours of Duty

1. The work days should be seven and one-half (7 ½) hours, including a thirty (30) minute (continuous) duty-free lunch period.
2. Hours of duty for half-day sessions will be determined by the principal with the approval of the Superintendent.
3. The principal shall have the authority to permit divergence by bargaining unit members from the regular school day.

#### 11-2 Duties

1. Plans and reports shall not be prepared during the hours when bargaining unit members are in charge of students unless approved by the principal.
2. During the regular student school week, PreK-12 bargaining members will have at least 220 minutes total preparation time per week, in addition to his/her daily duty free lunch period free for planning and preparation.
  - a. Professional Learning Communities (PLC) and/or Professional Development (PD) will not be considered preparation time.
  - b. Bargaining unit members will not be assigned other duties during this preparation period.
  - c. Special Education teachers and 504 coordinators are encouraged to schedule multiple IEPs/504s during the course of one day and arrange a roving substitute teacher to cover the regular classroom teachers in the event they need to attend the IEP/504 meeting.
    1. If a regular classroom teacher is required to attend an IEP/504 meeting during his/her prep period, prior approval is required from site administrator and the teacher will be paid in increments of 15 minutes. (replacing MOU)
3. When not engaged in actual classroom teaching, during the teacher's prep, bargaining unit members shall prepare for future instruction, manage and update grades, and confer with parents and students.
4. Bargaining Unit Members shall be directly responsible to the Principal, Site Director or Head Teacher of their respective schools. They shall promptly and consistently carry out the instructions of the Principal, Site Director, Head Teacher or Superintendent.

5. Extra-duty assignments outside the regular school day will be made on a voluntary basis. In the event there are not enough volunteers, the duty will be assigned on an equitable basis to bargaining unit members from a rotating list within that school for which the duty is needed. Bargaining unit members will maintain the right to find an acceptable substitute to take care of the duty if they choose. The Association will encourage members of the bargaining unit to volunteer. "Bargaining unit members who volunteer, or are appointed from the rotation list for specified extra-curricular duties as found in 14-2, or their acceptable substitute will receive the current rate of twelve dollars and fifty cents (\$12.50). The number of hours per event, to be established by the principal or his designee." (Effective the date the contract is ratified)
6. Any bargaining unit member who is asked during his/her planning or preparation period to cover another bargaining unit member's classroom for any activity will be compensated at the rate equal to the hourly rate of pay *Step I* – Column I of the bargaining unit members' salary schedule.
7. The district will find the best way to provide substitute teachers to fill absences. In the event that a substitute cannot be arranged, the district will find the best solution for the students to minimize disruptions to the school day. The site administrator will first ask if anyone chooses to provide coverage for that class. If the best solution is to split up the class among other classes, the teachers will be compensated accordingly. If a class is moved entirely to a different classroom, the affected teacher will be compensated \$30.00 over the substitute rate of pay if the coverage was for the whole school day. If the class is split evenly between two or more classes, the daily amount of \$30.00 over the substitute rate of pay will be split evenly among the affected employees if the coverage was for the full day. Splitting a class three ways is the maximum allowed to be compensated. The site administrator must authorize each occurrence with the affected teachers. Time sheets will need to be turned in separately and signed by the site administrator for each occurrence. (Effective the date the contract is ratified)

Teachers working together to help cover each other's classes for a short period less than an hour will not be compensated. Except in an emergency, Resource/Special Education teachers will not be utilized for class coverage due to IEP compliance.

In classes at the secondary level, with both an assigned Special Education Teacher and a General Education Teacher, when no sub is available for the absent teacher, the co-teacher will receive payment following the same schedule as if the students were moved to another class. This payment will be based on \$30.00 over the substitute rate of pay. With administrator approval, a teacher may refuse a substitute when their co-teacher is absent, but will not be compensated.

8. All bargaining unit members will be given the last week of each quarter's PLC time to complete grades, report cards, and comments.

### 11-3 Responsibilities

1. It shall be the responsibility of the School District to inform all employees covered by this agreement of the rules, policies and regulations of the District.



2. It shall be the responsibility of the employee and the School District to abide by the rules, polices, and regulations of the Nye County School District.
3. Copies of this agreement will be posted in PDF format on the NCSD website by the District as soon as possible after this agreement is signed.

11-4 Assigned work days at the beginning of the school year

1. A minimum of one (1) assigned work day or the equivalent of seven (7) hours over two (2) assigned work days, at the beginning of each school year shall be reserved for classroom preparation by teachers.
2. Classroom Preparation is the setting up of a teacher's own classroom at the beginning of the school year to ensure a safe and supportive learning environment to prepare for when students arrive. Examples: arrangement of desks, chairs, other furniture, and the placement of learning materials such as posters or library books.
3. Teachers will be given the equivalent of one (1) week of PLC time within the first month of each school year for Vector Solutions-SafeSchools completion.

## ARTICLE XII

### NON DISCRIMINATION

- 12-1 The parties agree to comply with NRS 288.270 and SB327, which went into effect July 1, 2021, in its entirety with regards to nondiscrimination.
1. NRS 288.270 Employer or representative; employee or employee organization. It is a prohibited practice for a local government employer or its designated representative willfully to:
    - a. Interfere, restrain or coerce any employee in the exercise of any right guaranteed under this chapter.
    - b. Dominate, interfere or assist in the formation or administration of any employee organization.
    - c. Discriminate in regard to hiring, tenure or any term of condition of employment encourage or discourage membership in any employee organization.
    - d. Discharge or otherwise discriminate against any employee because the employee has signed or filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because the employee has formed, joined or chosen to be represented by an employee organization.
    - e. Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.
    - f. Discriminate because of race, color religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.
      - i. Per SB327, race includes ancestry, color, ethnic group identification, ethnic background and traits historically associated with race, including, without limitation, hair texture and protective hairstyles.
    - g. Fail to provide the information required by NRS 288.180.
    - h. Fail to comply with the requirements of NRS 288.755.

2. It is prohibited practice for a local government employee or for an employee organization or its designated agent willfully to:
  - a. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter.
  - b. Refuse to bargain collectively in good faith with the local government employer, if it is an exclusive representative, as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for this chapter.
  - c. Discriminate because of race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin, or because of political or personal reasons or affiliations.
  - d. Fail to provide the information required by NRS 288.180.

(Added to NRS by 1971, 1509; A 1975, 924; 1977, 757; 2017, 1069, 1429)

## ARTICLE XIII

### PROFESSIONAL COMPENSATION

#### 13-1 Salary Schedule

1. Bargaining unit member's salaries are set forth in Appendix A, which is attached to and incorporated in this Agreement.
2. Effective July 1, 2015, Column VII ends at step 16.
  - a. Effective July 1, 2015, bargaining unit members who were in Column VII, step 17 through 25 prior to July 1, 2015 will remain at that current base salary. These employees will be allowed a two percent (2.0%) increase over their base salary.
  - b. Effective July 1, 2023, the salary schedule shall reflect an increase of 12% (twelve percent) across the board with a potential increase / reduction of the employee's share of the PERS (when applicable) pursuant to NRS 286.450 and with a reduction equal to 1.875% for the 2023-2024 school year.
  - c. Effective July 1, 2023, the NCCTA Bargaining Unit members shall be placed on the appropriate salary schedule step position and paid retroactive to the NCCTA Bargaining Unit members to that effective date.
  - d. Effective July 1, 2024, the salary schedule shall reflect an increase of 10% (ten percent) across the board for the 2024-2025 school year.
  - e. Effective July 1, 2024, the NCCTA Bargaining unit members shall be placed on the appropriate salary schedule step position as applicable for the 2024-2025 school year.
  - f. Effective July 1, 2023, a Step 19 will be added to Column VI, to reflect an annual base salary of \$92,157, and Column VII, to reflect an annual base salary of \$94,006.
  - g. This contract is in effect from July 1, 2023-June 30, 2025.
  - h. Pursuant to SB231, funds will be paid as a supplemental subject to PERS once the grant funds are available for distribution.
3. The sixth column of the NCSD licensed salary schedule, Appendix A shall be changed to read: BA + 48 graduate semester hours or Master's Degree + 12 graduate semester hours. This change becomes effective July 1, 1994. In respect to the Bachelor's Degree + 48 graduate semester hours the 12 graduate semester hours necessary to move from Column V to Column VI must have been earned in the preceding seven (7) years from the date of September 1 of any given year.

4. The District shall credit any Bargaining unit member/Licensed Personnel who desires professional growth advancement on the Bargaining unit member/Licensed Personnel salary schedule for the school year 1994-95 and thereafter, with professional growth credit for any course(s) taken that is related to:
  - h. The Bargaining unit member/Licensed Personnel's major or minor field of preparation, or
  - i. The Bargaining unit member/Licensed Personnel's assignment, or
  - j. The Bargaining unit member's/Licensed Personnel's present endorsement(s), degree(s), or
  - k. Additional endorsement(s) being pursued by the Bargaining unit member/Licensed Personnel, or
  - l. Additional degree(s) being pursued by the Bargaining unit member or Licensed Personnel.

#### 13-2 Extended Employment

1. Bargaining unit members who consent to be employed for a period longer than the regular school year will be paid 1/183 of their regular salaries for each additional day worked except for the following:

Bargaining unit members who teach after school hours during the contracted school year or after the contracted school year will be compensated at Column I step 1. Duties performed include, but are not limited to, adult education, alternative education, summer school, homebound, and extended school year (special education).
2. Extended employment will be granted on the basis of license, experience, qualifications, past evaluations, and the seniority of the applicant. Should the District or its agent deny a request for extended employment, it will, within five (5) workdays, provide the bargaining unit member and the association a written statement of its decision and written reason for denial of the application for extended employment. No request for extended employment will be denied without reasonable cause.
3. Should Nye County School District or its agents request, with the bargaining unit member's approval, instructional duties beyond the regular work day and hours for a commitment of one hundred eighty (180) work days, the employee will be compensated at a rate of pay equal to 1/7 (one-seventh) of their annual salary for the contract year. The employee will be compensated at the employee's hourly rate for requests involving short term commitments less than one hundred eighty (180) days. It is expressly understood that this applies to, but is not limited to Distance Learning bargaining unit members. This language does not supersede duties performed and the rate of pay received in 13-2.1.

### 13-3 Recognition for Additional Preparation

- 1 Documentation of additional professional preparation, if sufficient to advance the bargaining unit member's preparation status will be submitted to the Superintendent not later than the 1st day of October. This documentation shall be in the form of an official transcript. When the documentation is presented, the increased salary will commence and be paid retroactive to the beginning of the school year.
- 2 Credits earned after the awarding of the highest degree may be used for advancement on the Licensed Bargaining Unit Member salary schedule.
- 3 Beginning July 1, 2023, Nye County School District will recognize credits delivered or sponsored and approved by Nye County School District Curriculum and Instruction, for advancement on the salary schedule. These credits will need to be vetted and uploaded to Vector PD tracking through Curriculum and Instruction. Credits from an accredited college or university will also qualify for advancement on the salary schedule. Credit hours will be calculated at a rate of 15 hours equals one (1) credit. The recognition of additional credits for advancement on the salary schedule must be earned after conferral of the highest degree.
- 4 Effective July 1, 2023, new employees to Nye County School District may submit all out-of-state years and all Nevada years of experience in an educational related field, where a license is required, with verified documentation provided by previous employer(s). Employees are responsible for coordinating the submission of verification to NCSD Human Resources within 30 days of hire date.

### 13-4 Pay Periods

1. Bargaining unit members will receive their contract salary in twenty-four (24) equal payments.
2. Pay dates shall be the 15<sup>th</sup> and the last day of each month, payable in equal installments of 1/24<sup>th</sup> of the bargaining unit member's annual salary.
3. Payroll will be paid in twenty-four (24) equal payments beginning on September 15<sup>th</sup> and ending on August 31<sup>st</sup>. If an employee is leaving the district, said employee may request all remaining pay after the fulfillment of that contractual year.

- 3a. Newly hired bargaining unit members shall receive their annual contracted salary in twenty-five (25) equal payments for school years beginning prior to August 15. Newly hired bargaining unit members shall receive the first payment of their annual salary on August 31 of the current year and their last payment of their salary on August 31 of the following year.
4. Should any payday fall on a Saturday or Sunday, bargaining unit members will be paid on the Friday before.
5. There shall be no changes in this policy without mutual consent.
6. Extra-curricular contract salaries will be paid as soon as possible following completion of said contract.

13-5 Mileage Allowances

1. Bargaining unit members required, in the course of their work, to drive personal automobiles, will receive a car allowance as set by district policy. Liability coverage will be provided under the District's blanket liability insurance program.

## ARTICLE XIV

### ABOVE SCHEDULE ALLOWANCES FOR EXTRA-DUTY

#### 14-1 Extra-curricular Salary

1. Individuals contracted for extra-curricular duties will be placed on Step 0 of Appendix B.
2. The extra-curricular salary will be calculated by multiplying a percentage designated for each column times the base salary on the licensed teacher salary schedule. Column I – 2.5%, Column II – 3%, Column III – 4%, Column IV – 4.5%, Column V – 5%, Column VI – 6%, Column VII – 7%, and Column VIII – 8%.
3. Any person holding two (2) positions on the extra-curricular salary schedule will be paid for both positions unless the duties of the two (2) positions convene at simultaneous times during the same season. If the duties of the two (2) positions are held simultaneously, then the person will be paid at 1.5 (one and one-half) times the determined rate.
4. When there are exceptional demands upon a particular bargaining unit member for time over and beyond the regular work day and hours, the Superintendent may establish with an individual concerned an arrangement for compensatory time or monetary reimbursement.
5. Speech Language Pathologists will receive an hourly rate, calculated from his/her daily rate, and is described below for the following caseloads over 55.

56-60 cases: SLP receives an additional three (3) hours of hourly rate of pay per week.

61-68 cases: SLP receives an additional five (5) hours of hourly rate of pay per week.

69-74 cases: SLP receives an additional ten (10) hours of hourly rate of pay per week.

The Director of Special Education will monitor the caseloads on a weekly basis, and the SLP will turn in a timesheet for the extra duty caseloads with the corresponding caseloads that he/she has during that pay period.

#### 14-2 Extra-Curricular Event Help

1. Ticket takers, sellers, scorekeepers, timers, announcers, chaperones, and other extra-curricular event personnel shall be assigned on a voluntary basis or appointed from a list as indicated in Article XI.
2. All volunteer extra-curricular help will be coordinated through an Administrator or Activities Coordinator of each attendance area.



In addition, bargaining unit members will be credited for voluntary services in athletic and non-athletic activities.

14-3 Free Admission

All employees, their spouses and their children will be allowed free admission to all District sanctioned extra-curricular events.

14-4 Above Schedule Allowances for Extra-Duty

All extra-duty assignments shall be filled with bargaining unit members if available and qualified, as such positions become open in Nye County School District.

14-4.1 It is understood that extra-duty assignments presently filled by non-bargaining unit members may continue to be filled by non-bargaining unit members until those positions become open. The filling of those positions shall be in accord with 14-4.

14-5 Relevant qualifications for extra-duty positions will include at least four (4) of the following:

1. Appropriate degree that relates to extra-curricular duty.
2. Amount of experience in extra-curricular duty or similar extra-curricular duty.
3. Applicant is endorsed in an area of extra-duty assignment.
4. The applicant's educational background.
5. Recent training in similar extra-curricular duty.
6. Past success in extra-curricular duty or similar extra-curricular duty.

14-6 Principal's approval is necessary on final selection of individual hired for extra-duty assignment.

14-7 All vacancies for extra-duty assignments will be posted at all schools in each respective attendance area for 5 (five) consecutive District Office working days prior to hiring.

14-8 Extra-duty assignments shall be contracted for one (1) year only and may be terminated by the Employer upon the Employee's failure to perform in a satisfactory manner; or by mutual agreement of the parties. An employee shall not have the right to grieve an unsatisfactory evaluation in accordance with Article VI, paragraph 6-8 of the Master Contract.

## ARTICLE XV

### HEALTH INSURANCE

#### 15-1 Insurance Coverage

1. All members of the bargaining unit shall be provided health insurance coverage, without cost to the employee, within the terms and conditions of the present Nye County School District group health insurance plan.
2. On or before August 1, an advisory only Insurance Review Committee will meet for the purpose of reviewing the present health insurance plan terms and conditions for the possibility of change. All affected employees must be notified of any agreed to change or notice of no change each year in accordance with federal requirements.
3. In the development of a self-insurance fund, the Nye County School District, its Board of Trustees, and the Nye County Classroom Teachers Association, and the Nye County Support Staff Organization recognize the need to stabilize the expenses from the general fund in the provision of health insurance. To that end the parties agree to the following:
  1. The Association and Organization presidents shall have access to all information provided to the District by the plan administrators.
  2. Monthly premiums for employees (paid by the District) and for dependents (paid by the Employee) must be placed in the Health Insurance Claim Fund on a timely basis.
  3. All interest income earned off monies in the Insurance Funds must be placed back in the respective Insurance Fund.
  4. With the exception of payment of benefits and fees, ordinary and usual expenses associated with the operation of the self-insurance program, no funds shall be removed from the Claim fund.
  5. A required reserve fund will be based on an actuarial audit of expected claims. Any excess over claims made plus any interest earned will continue to accrue to the reserve fund. When the required reserve fund reaches 125% (one hundred twenty five percent) of the expected claims amount, the insurance committee shall make a recommendation to the Board of Trustees and the Association's Executive Board for possible improvements in the self-insurance plan.
  6. Re-insurance (stop loss) will be maintained to provide an aggregate cap in an amount not to be less than 125% (one hundred twenty five percent) of the then current fiscal year expected claims. At no time will this aggregate cap insurance be eliminated.
  7. Re-insurance (stop loss) will be maintained to provide an individual cap at the amount as approved by the Joint Insurance Committee upon renewal of the Health Plan each year. This amount of individual stop loss insurance may be changed upon recommendation of the insurance committee with agreement of

both parties. At no time will this individual cap insurance be eliminated.

8. Once the self-insurance plan is established (equal to or better than the current plan), its level of benefits becomes the minimum that must be maintained. Changes in the terms and conditions of the present Nye County School District Health Self-Insurance Plan, including, but not limited to premiums, plan administrator, carrier, benefits and features, shall only be made with the mutual consent of 1) the Nye County School District Board of Trustees; and 2) the Joint Insurance Committee of the NCCTA Board of Directors and the NCCSSO Board of Directors. Membership on the Joint Insurance Committee will be proportioned between NCCTA and NCCSSO based on the number of employees represented by each union who are covered by the Group Health Insurance Plan. In the event the parties are unable to reach agreement on changes the parties shall seek the assistance of an FMCS mediator.
9. Dependent premiums are determined annually at 100% (one hundred percent) of expected claims for that class.
10. The District's cost of employee's premiums will be calculated annually at 100% (one hundred percent) of expected claims plus administrative and re-insurance costs plus an additional amount up to 25% (twenty five percent) of expected claims to reach the required reserve.
  - a. Retroactive to July 1, 2015 for the 2015-2016 and 2016-2017 school years, the additional amount will be 0%. On July 1, 2017 the additional amount will move to 25% unless a successor agreement has been agreed to and ratified by both parties
11. The insurance advisory committee, consisting of 1) the Budget Director and other management representatives as assigned by the Superintendent of Schools; 2) representatives of NCCTA and NCCSSO; and 3) a representative of the NCCSD Board of Trustees, or their designees, shall:
  - a. Review the actuarial soundness of the program
  - b. Review the benefits and features of the program
  - c. Review premium requirements
  - d. Evaluate the plan administrator
  - e. Review the re-insurance
  - f. Evaluate and review any other factors that may affect the program
  - g. Annually solicit bids, both from plan administrators and health insurance carriers
  - h. Provide information and make recommendations on all of the above to the Board of School Trustees and the Joint Insurance Committee.
12. Each Committee member, at his/her option may have a consultant attend any meeting of the committee.
13. Disputes over the interpretation of this agreement are subject to the Grievance Procedure in the parties' Master Contracts.

## ARTICLE XVI

### SAFETY AND HEALTH

#### 16-1 Unsafe Conditions

1. An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor.
2. Should the supervisor and school safety committee conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.
3. Bargaining unit members assigned instructional and/or supervisory responsibilities for a student already known to be a safety concern from past situations within or outside of Nye County School District will be notified of the safety concerns relating to the student upon initial placement of the student to the bargaining unit member's assigned duties.
4. The primary concern for the district will be student and staff safety. Bargaining unit members will report immediately to the administrator or designee the details of all instances of assault and appropriate action will be taken according to restorative justice.
5. After a major incident, a teacher may request an appropriate amount of time, up to fifteen (15) minutes, to regain composure, so that they can perform their job duties.

## **ARTICLE XVII**

### **MATERIALS AND SUPPLIES**

#### 17-1 Materials, Supplies, and Facilities

1. The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, existing and future technical equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, teaching tools and supplies, and similar materials are essential tools of the teaching profession. Therefore, the District agrees to keep the school adequately equipped, supplied and maintained as far as is possible under the scope of the District budget.

## ARTICLE XVIII

### RULES AND REGULATIONS

#### 18-1 Retention of District Prerogative

1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Board of Trustees of the Nye County School District, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to following:
  - to direct its employees;
  - to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or to take disciplinary action against an employee.
  - to determine appropriate staffing levels, work performance standards, content of the work day and work load factors;
  - to relieve any employee from duty because of lack of work, lack of money or any other legitimate reason; (pursuant to Article 6-3, 6-4, and 6-5)
  - 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.
2. The employer's failure to exercise any prerogative or function hereby reserved by it, or the employer's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the employer's rights reserved herein or preclude it from exercising the same in some other manner except as expressly modified or restricted by a specific provision of this Agreement.

#### 18-2 Board Policies

1. The Board will adhere to the policies that it has set, and see that they are carried out in a fair, equitable, and consistent manner.

#### 18-3 Permissive Issue

1. For permissive issues only.

## ARTICLE XIX

### **STRIKES AND LOCKOUTS**

#### 19-1 Strikes and Lockouts

1. There shall be no lockouts by the District or strikes or suspensions of work, slowdowns, or sick-outs, excluding bona fide illness, by the Association or by the employees. This agreement is a guarantee by the parties that for its duration there will be no lockouts, strikes, suspension of work, slowdowns, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation or application of this agreement will be settled pursuant to Article IV of the negotiated agreement.

#### 19-2 Picketing

1. Unless otherwise prohibited by federal or Nevada law, notwithstanding any other provisions of this article, it shall be a violation of this agreement, or cause for discharge or other disciplinary action, if an employee refuses to enter upon any district property involved in a lawful primary labor dispute, under circumstances where entrance to such property will necessitate the crossing of a lawfully constituted picket line sanctioned by the Association.

## ARTICLE XX

### SAVING CLAUSE

#### 20-1 Entire Agreement

1. This agreement is the entire agreement of the parties
2. If any provision of this Agreement or any application thereof, to any bargaining unit member, 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.



## ARTICLE XXI

### 12 MONTH SCHOOLING

This article of the Master Contract will be open every year that (twelve) 12 Month Schooling exists in the district. Also, upon mutual consent by NCS and NCCTA this part of the contract may be opened at any time throughout the school year as deemed necessary.

#### 21-1 Work Year Configuration 60/20

The licensed staff in a (twelve) 12 Month School will work a 60/20 (approximately) multi-track calendar. Members (members refers to all licensed Nye County Staff members presently under contract) shall be on duty the equivalent of one hundred eighty three days (183) duty days.

Any non-student contact days will be used as follows:

Ten (10) work days: five (5) days before the academic year begins and 5 days prior to track start up time. Of the five (5) workdays before the beginning of the academic year, up to three (3) will be directed by the principal or the district, one (1) will be for bargaining unit member planning and preparation. When a member returns one (1) day before the start of a track, the use of that day will be determined by the member.

Twenty-one (21) additional hours will be required of each member. Work must be done on site after school hours or on weekends. Members will record hours and principals will document these twenty-one (21) hours. Professional leave may be taken through normal procedures-for all or part of the twenty-one (21) hours.

#### 21-2 Extended Contracts for Specialists

1. For non-classroom members (remedial reading teachers, librarians, counselors, special education bargaining unit members K-8, early childhood bargaining unit members, music, art, P.E., speech and hearing) the district may implement schedules that allow all tracks equal access to specialists which will increase the number of duty days beyond that of the other members. The District will offer contracts of either 183 (one hundred eighty three), 210 (two hundred ten) or 220 (two hundred twenty) days. The choice to accept the options will be up to each specialist. Extended contracts shall be paid at the per-diem rate and a separate salary schedule for each configuration offered shall be appended to this contract. Each contract will be paid PERS for the extended salary and be given one (1) extra sick day for every twelve (12) days worked.

#### 21-3 Site Level Track Assignment

1. Grade level or school program meetings will be held at each twelve (12) month school to give all licensed employees the opportunity to indicate their choice of track. In the event that two or more people for a grade level or within a program select the same track, the principal will meet with those members to see agreement on settling the conflict. If agreement is not reached among the members, the track assignment will be made on district seniority.

A school program may be defined as a department, a grade level, a combination of grade levels, a school "family", a self-contained special education program, or any other term that describes an organizational unit of a school.

2. The district shall assign the children of members to the same track that the member is working if so desired.
3. If a member voluntarily transfers, then said members will accept the track along with the grade or program that opens.
4. By March 15<sup>th</sup>, of any given year in a twelve (12) month plan, any vacancy known about for the following academic year will be and subject to existing transfer procedures, which will be completed by August 1<sup>st</sup>. Vacancies that occur after August 2<sup>nd</sup>, or during the academic year will also be posted and subject to existing transfer procedures. If any such vacancy is filled through the transfer process then the resulting vacancy will not be subject to the transfer procedure and may be filled from outside existing district staff.

By March 15<sup>th</sup>, of any given year, Nye County School District shall furnish to Nye County Classroom Teachers Association members all known vacancies. This notification shall reflect the position open, grade level, subject matter, track and school of the vacant position. Vacancies will be posted for eight (8) workdays. Respective building administrators will have seven (7) workdays to accept or reject the transfer applications. The above sequence of posting vacancies for transfer shall be repeated three (3) times ending approximately May 31<sup>st</sup> of any year.

From June 1<sup>st</sup>, to August 1<sup>st</sup>, vacancies will be posted at the Nye County School District Offices or with the Nye County Classroom Teachers Association President.

5. If a licensed employee transfers to a different track during the course of the academic school year, that licensed employee will work a total of one hundred eighty three (183) days that school year. No transfer will be approved until both parties agree to the number of days which remain to be taught in that school year.

#### 21-4 Exchange Days

1. Members, at any time that they are “On Track” may voluntarily exchange days with an “Off Track” member without loss of pay, benefits, or sick leave.
2. Members shall notify the site administrator at least twenty-four (24) hours in advance of who will be replacing the member, the length of the exchange, and the dates when the member will pay back the exchange.
3. The maximum number of exchange is five (5) days per licensed employee per academic year.
4. Payback of the exchange is the responsibility of the members. Members who do not pay back exchange days shall be docked pay for the time owed. (Exchange must be completed within 180 days).

#### 21-5 Substitution

1. Members who are “Off Track” or on summer break shall be included in the priority list of licensed substitutes or substitutes within the district.
2. Members who substitute shall be paid as all other licensed substitutes.

3. All members interested in substituting shall submit, in writing, a notification to the Substitute Teacher Contact in Pahrump and to Principals of schools where they would consider assignment, listing the dates they are available for substitution.

#### 21-6 Staff Development

1. All members shall have equal access to staff development.

#### 21-7 Communications

1. All bulletins, meeting agendas, minutes of meetings (if kept) and information provided to members who are “On Track” will be placed in the members’ mail box at school when they are “Off Track”.

#### 21-8 Working Conditions

1. Rover is defined as a system of room sharing where members going “Off Track” during an academic year release their room to a “roving” member. When the member comes back “On Track”, they return to their original classroom, and the “roving” member moves again.
2. “Rovers” shall be chosen on a voluntary basis. If there are insufficient volunteers, a member may be assigned as “rover” using the seniority process. (section 8-2.1)
3. Members serving as “rovers” shall not be assigned bus, yard, or lunch duty.

#### 21-9 Association Rights

1. The Association Members assigned to twelve (12) months schools will, if necessary, have up to a total of an additional fifteen (15) days for attending the NCCTA Summer Leadership Conference. These additional (fifteen) 15 days may only be used for this specific purpose.

#### 21-10 Salaries and Benefits

1. Payroll will be paid in twenty four (24) equal payments beginning on August 31<sup>st</sup> and ending on August 15<sup>th</sup>.
2. July 15<sup>th</sup>, will be an additional date added to voluntary payroll deductions.

## ARTICLE XXII

### FOUR-DAY SCHOOL WEEK PROGRAM

**22-1** The District has negotiated over the impacts and effects of the decision to implement a four-day school week at school sites.

1. 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.
2. 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, teacher evaluation, discipline and termination, the sick-leave bank, and benefit-related items in the Master Contract shall be converted from days to hours.
  - a With the exception of personal time, which will be a full day, regardless of hours in a day.
3. The normal work-week shall be Monday through Thursday.
4. The work day for the bargaining unit members in this program shall be:

One hundred fifty (150) workdays at eight and one half (8.5) hours worked per day. Two (2) days will be set aside prior to the school year without students and one (1) day after the school year ends without students.

- |                             |                                 |
|-----------------------------|---------------------------------|
| 5. Five Day School Week     | Four Day School Week*           |
| 183 days x 7 hrs =1281 hrs. | 150 days** x 8.5 hrs =1275 hrs. |

Any in-service day scheduled within the student calendar year for all four day schools, will be scheduled Monday through Thursday. These in-service days may be substituted year to year to include student instructional days, before school year in-service days, or based on district needs. This provision may be altered on a case-by-case basis through an agreement between the Superintendent/Designee and the NCCTA president.

Eight (8) hours of release time compensation for Eight (8) hours of mandated activities beyond the regular work day (parent conferences, open house, after school activities, and/or travel time) shall be granted to bargaining unit members in two (2), three-hour and thirty minute early releases immediately preceding the Thanksgiving vacation and Easter holiday. The NCCTA will agree to extend it back to a ten (10) for ten (10) should the need arise.

6. This will be in full force and effect until such time the affected attendance area returns to a five-day school schedule.

The District and the NCCTA will negotiate as soon as reasonably possible any oversights arising from this four-day school week article.

ARTICLE XXIII

DURATION OF CONTRACTUAL AGREEMENT

23-1 Agreement

This agreement is entered in to by and between the School District, hereinafter called the "District", and the "Nye County Classroom Teachers Association".

23-2 Effective Period

This agreement shall become effective July 1, 2023, and the terms and conditions herein shall remain in full force and effect until June 30, 2025, or until such time that a successor agreement is negotiated and ratified by both Nye County School District Board of Trustees and the Nye County Classroom Teachers Association.

All salaries and benefits agreed to in this agreement will be retroactive to the beginning date of this agreement unless otherwise mutually agreed.

23-3 Renewal and Reopening Agreement

1. This agreement will automatically be renewed and will continue in force and effect for an additional period of one 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 the termination date of this agreement, all provisions of this agreement will remain in full force and effect, except those identified by Senate Bill 241, until agreement is reached.

23-4 Dates and Signatures

This agreement is signed this 13<sup>th</sup> day of September, 2023.

IN WITNESS THEREOF

For the Nye County Classroom Teachers Association

[Signature]  
PRESIDENT (NCCTA)

[Signature]  
NEGOTIATIONS CHAIRMAN (NCCTA)

[Signature]  
NSA UNISERV DIRECTOR

For the Board of Trustees  
Nye County School District

[Signature]  
PRESIDENT (NCSD BOT)

[Signature]  
CLERK (NCSD BOT)

[Signature]  
NCSD CHAIRMAN (EXECUTIVE DIRECTOR OF HR)  
Interim

**NYE COUNTY SCHOOL DISTRICT - 2023-2024**

**CERTIFIED TEACHER, SPEECH THERAPIST**

Adopted:	8/17/23
Effective:	7/1/23
Increase:	12.00%
PERS	
Reduction:	-1.875%
<b>EXEMPT</b>	

Experience	I	II	III	IV	V	VI	VII
0	46,657	48,516	50,376	52,237	54,100	55,959	57,823
1	48,563	50,423	52,286	54,144	56,007	57,866	59,728
2	50,470	52,329	54,193	56,052	57,914	59,774	61,634
3	52,375	54,240	56,098	57,960	59,820	61,679	63,541
4	54,282	56,144	58,002	59,866	61,725	63,587	65,445
5	56,190	58,051	59,912	61,770	63,633	65,495	67,356
6	58,096	59,958	61,819	63,680	65,539	67,402	69,262
7	60,003	61,865	63,724	65,587	67,448	69,306	71,167
8		63,772	65,632	67,493	69,352	71,213	73,075
9		65,677	67,538	69,399	71,260	73,124	74,981
10			69,446	71,304	73,168	75,027	76,890
11			71,353	73,212	75,074	76,935	78,795
12			73,260	75,121	76,981	78,842	80,701
13			75,166	77,029	78,888	80,747	82,610
14					80,795	82,654	84,515
15						84,561	86,425
16						86,470	88,330
17						88,378	90,234
18						90,286	92,139
19						92,157	94,006

ALL COLUMNS REQUIRE VALID NEVADA CERTIFICATION, - and -

Column I	Bachelors Degree
Column II	Bachelors Degree PLUS 12 graduate semester credits
Column III	Bachelors Degree PLUS 20 graduate semester credits
Column IV	Bachelors Degree PLUS 28 graduate semester credits
Column V	Bachelors Degree PLUS 36 graduate semester credits OR Masters Degree
Column VI	Bachelors Degree PLUS 48 graduate semester credits OR Masters Degree PLUS 12 graduate semester credits
Column VII	Masters Degree PLUS 24 graduate semester credits

Undergraduate credits will be awarded at face value  
 Credit hours will be calculated at a rate of 15 hours equals (1) credit

ALL YEARS verified outside experience in an educational related field, where a license is required,  
 ALL YEARS verified Nevada experience in an educational related field, where a license is required.

An employee who has reached the bottom of their particular column on the above salary schedule prior to the 23/24 school year will be allowed 2% (two percent) over that particular salary

**NYE COUNTY SCHOOL DISTRICT - 2023-2024**

**EXTRA CURRICULAR**

**(Appendix B)**

Adopted:	8/17/23
Effective:	7/1/23
Increase:	12.00%
PERS	
Reduction:	-1.875%
<b>EXEMPT</b>	

Experience	I	II	III	IV	V	VI	VII	VIII
0	1,988	2,214	2,666	2,893	3,121	3,574	4,026	4,481
1	2,032	2,269	2,740	2,974	3,210	3,683	4,150	4,621
2	2,078	2,323	2,811	3,055	3,301	3,790	4,274	4,763
3	2,121	2,379	2,886	3,137	3,395	3,901	4,399	4,904
4	2,165	2,431	2,959	3,218	3,485	4,010	4,526	5,047
5	2,212	2,488	3,031	3,295	3,578	4,121	4,651	5,189
6	2,257	2,541	3,102	3,377	3,666	4,230	4,774	5,332
7	2,302	2,596	3,174	3,457	3,760	4,341	4,902	5,474
8	2,347	2,646	3,246	3,538	3,850	4,451	5,026	5,616
9	2,391	2,701	3,323	3,617	3,943	4,563	5,152	5,757
10	2,434	2,756	3,395	3,698	4,032	4,669	5,277	5,899

Assistant coaches who are promoted to Head Coach will be moved to the appropriate column and the equivalent step from their current salary as the Assistant Coach.

**NYE COUNTY SCHOOL DISTRICT - 2024-2025**

**CERTIFIED TEACHER, SPEECH THERAPIST**

Adopted:	8/17/23
Effective:	7/1/24
Increase:	10.00%
<b>EXEMPT</b>	

Experience	I	II	III	IV	V	VI	VII
0	51,323	53,368	55,414	57,460	59,511	61,555	63,605
1	53,419	55,466	57,515	59,559	61,608	63,652	65,701
2	55,518	57,562	59,612	61,658	63,705	65,751	67,798
3	57,613	59,664	61,708	63,756	65,802	67,847	69,895
4	59,710	61,758	63,802	65,852	67,898	69,946	71,990
5	61,809	63,857	65,903	67,947	69,997	72,044	74,091
6	63,906	65,954	68,001	70,049	72,093	74,142	76,189
7	66,004	68,051	70,097	72,146	74,193	76,237	78,284
8		70,149	72,196	74,242	76,288	78,334	80,382
9		72,245	74,292	76,338	78,386	80,437	82,480
10			76,390	78,435	80,485	82,529	84,579
11			78,488	80,533	82,581	84,629	86,675
12			80,586	82,633	84,679	86,726	88,771
13			82,683	84,732	86,777	88,822	90,871
14					88,875	90,919	92,967
15						93,018	95,068
16						95,117	97,163
17						97,216	99,258
18						99,315	101,353
19						101,372	103,407

ALL COLUMNS REQUIRE VALID NEVADA CERTIFICATION, - and -

Column I	Bachelors Degree
Column II	Bachelors Degree PLUS 12 graduate semester credits
Column III	Bachelors Degree PLUS 20 graduate semester credits
Column IV	Bachelors Degree PLUS 28 graduate semester credits
Column V	Bachelors Degree PLUS 36 graduate semester credits OR Masters Degree
Column VI	Bachelors Degree PLUS 48 graduate semester credits OR Masters Degree PLUS 12 graduate semester credits
Column VII	Masters Degree PLUS 24 graduate semester credits

Undergraduate credits will be awarded at face value  
 Credit hours will be calculated at a rate of 15 hours equals (1) credit.

ALL YEARS verified outside experience in an educational related field, where a license is required,  
 ALL YEARS verified Nevada experience in an educational related field, where a license is required.

An employee who has reached the bottom of their particular column on the above salary schedule prior to the 24/25 school year will be allowed 2% (two percent) over that particular salary.



**NYE COUNTY SCHOOL DISTRICT - 2024-2025**

Adopted:	8/17/23
Effective:	7/1/24
Increase:	10.00%
<b>EXEMPT</b>	

**EXTRA CURRICULAR  
(Appendix B)**

Experience	I	II	III	IV	V	VI	VII	VIII
0	2,187	2,436	2,933	3,182	3,433	3,931	4,428	4,929
1	2,235	2,496	3,014	3,271	3,531	4,051	4,565	5,083
2	2,286	2,556	3,092	3,361	3,632	4,169	4,701	5,239
3	2,333	2,617	3,175	3,450	3,734	4,292	4,839	5,394
4	2,382	2,674	3,254	3,540	3,833	4,411	4,978	5,551
5	2,434	2,737	3,334	3,624	3,936	4,533	5,116	5,708
6	2,483	2,795	3,413	3,715	4,033	4,653	5,251	5,866
7	2,533	2,855	3,491	3,803	4,136	4,775	5,392	6,022
8	2,582	2,911	3,571	3,891	4,235	4,896	5,528	6,177
9	2,631	2,971	3,656	3,978	4,338	5,019	5,667	6,332
10	2,678	3,032	3,734	4,068	4,435	5,135	5,805	6,489

Assistant coaches who are promoted to Head Coach will be moved to the appropriate column and the equivalent step from their current salary as the Assistant Coach.

**EXTRA-CURRICULAR SALARY PLACEMENT**

**ALL SCHOOLS**

<b>COLUMN I</b>	<p><u>High School:</u> Freshman Class Advisor, Sophomore Class Advisor, School Newspaper or Blog, Flag Team, DECA, FBLA, Department Chair, Spanish Club Advisor, German Club Advisor, Interact Advisor, Key Club Advisor, Science Club Advisor, National Honor Society Advisor/Assistant, Renaissance Advisor, Art Club Advisor.</p> <p>Middle School: All Assistant Coaches, National Junior Honor Society</p> <p>Elementary: All Assistant Coaches, Chess Club Advisor, Basketball, Student Council</p>
<b>COLUMN II</b>	<p>High School: Junior Class Advisor, Senior Class Advisor, Drama Assistant, National Honor Society Advisor (more than fifty (50) students)</p> <p>Middle School: B-Team Head Coaches, Drama</p> <p>Elementary: Girls on the Run, Girls Who Code, Robotics, Yearbook</p>
<b>COLUMN III</b>	<p>High School: Academic Olympics, Vocal, B-Team Head Coaches, First Robotics Team Advisor Assistant (more than ten (10) students), FCCLA (Family Career and Community Leaders of America) Advisor, FFA (Future Farmers of America), Skills USA</p> <p>Middle School: Head Coaches (Football, Volleyball, Boys' Basketball, Girls' Basketball, Boys' and Girls' Combined Track, Boys' and Girls' Combined Golf, Cross Country), Football Cheerleader Coach, Basketball Cheerleader Coach</p> <p>Elementary:</p>
<b>COLUMN IV</b>	<p>High School: All other Assistants (not including Head JV or 1<sup>st</sup> Varsity Assistant, Yearbook (less than two hundred (200) students in school), Student Council Advisor (less than two hundred (200) students in school), Fall Athletic Trainer, Winter Athletic Trainer, Spring Athletic Trainer, Fall/Winter Strength/Conditioning Coach, Spring/Summer Strength/Conditioning Coach.</p> <p>Middle School: Yearbook (less than two hundred (200) students in school), Student Council Advisor (less than two hundred (200) students in school)</p> <p>Elementary:</p>

**COLUMN V**

High School: Drill Team Coach, Fall Sports Cheerleader Coach, Winter Sports Cheerleader Coach, Varsity Assistant Football(1<sup>st</sup>), Varsity Assistant Boys' Soccer (1<sup>st</sup>), Varsity Assistant Girls' Soccer (1<sup>st</sup>), Varsity Assistant Boys' Basketball (1<sup>st</sup>), Varsity Assistant Girls' Basketball (1<sup>st</sup>), Varsity Assistant Softball (1<sup>st</sup>), Varsity Assistant Baseball (1<sup>st</sup>), Varsity Assistant Boys' and Girls' Combined Track (1<sup>st</sup>)

Middle School: Yearbook (more than two hundred (200) students in school).

Elementary:

**COLUMN VI**

High School: Head Junior Varsity Football, Head Junior Varsity Boys' Soccer, Head Junior Varsity Girls' Soccer, Head Junior Varsity Girls' Basketball, Head Junior Varsity Baseball, Head Junior Varsity Girls' Basketball, Head Junior Varsity Baseball, Head Junior Varsity Softball, Head Junior Varsity Volleyball, Head Junior Varsity Boys' Basketball

Middle School:

Elementary:

**COLUMN VII**

High School: Head Varsity Boys' and Girls' Combined Cross Country, Head Varsity Girls' Golf, Head Varsity Boys' Golf, Head Tennis, Band, Drama, Yearbook (more than two hundred (200) students in school), Student Council Advisor (more than two hundred (200) students in school), First Robotics Team Advisor, Mountain Bike Club Assistant Coach(es)

Middle School: Student Council Advisor (more than two hundred (200) students in school)

Elementary:

**COLUMN VIII** High School: Head Varsity Football, Head Varsity Girls' Soccer, Head Varsity Boys' Soccer, Head Varsity Volleyball, Head Varsity Boys' Basketball, Head Varsity Girls' Basketball, Head Varsity Wrestling, Head Varsity Baseball, Head Varsity Softball, Head Varsity Boys' and Girls' Combined Track, Mountain Bike Club Head Coach

Middle School:

Elementary:

**APPENDIX B-2**

The following explanatory paragraphs are to be included with the extra-curricular salary schedule and are agreed upon by NCSD and NCCTA:

The extra-curricular staff who were under contract on or between the years 1989-1990 through 1994-1995 will be placed on the old salary schedule and kept on such schedule for each and every year that they coach in Nye County School District. Coaches on the old salary schedule who worked in an activity and moved toward a lower level in their activity will be credited with their years' experience and retained on the old salary schedule. (The years do not have to be consecutive, coaches may have years off and will be retained on the old schedule.) Movement to the right will be considered a new activity and these coaches will be put on the new schedule. (i.e. Head JV to Head Varsity) All other staff who do not fall within these guidelines will be placed on the current salary schedule in the master contract.

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**NCSD**                      **March 27, 1997**                      **NCCTA**                      **March 27, 1997**

**Changes in Extra-Curricular  
“Old Salary Schedule”  
(if not on list same as current appendix)**

<b>COLUMN II</b>	Freshman and Sophomore Class Advisors; DECA/FBLA; School Newspaper; VICA
<b>COLUMN III</b>	Academic Olympics; Junior Class Advisor; Senior Class Advisor; Flag Team; Elementary Basketball; Junior High Co-Ed Golf
<b>COLUMN IV</b>	Drama Assistant; Junior High Assistant Coach (Football, Volleyball, Basketball, Track)
<b>COLUMN V</b>	Junior High Head Coach (Football, Volleyball, Basketball, Track)
<b>COLUMN VI</b>	B-Team Head Coach (Football, Volleyball, Basketball, Baseball, Softball); Junior Varsity Assistant Coach (Football); Head Cross County; Head Golf
<b>COLUMN VII</b>	Varsity Assistant (Football); Head Junior Varsity (Football, Volley ball, Basketball, Wrestling, Baseball, Softball)
<b>COLUMN VIII</b>	Head Varsity (Football, Volleyball, Basketball, Wrestling, Combined Men’s and Women’s Track, Baseball, Softball)

This schedule is applicable for all coaches, advisors, etc. who were under contract at least one year from 1989-1990 school year through 1994-1995 school year.

## APPENDIX B-3

Any sport on Appendix B-3 that increases its roster to 25 (twenty-five) participants beyond the highest participant amount listed will be entitled to an additional assistant. All Varsity and Junior High programs will have a head coach and an assistant with a 20 (twenty)-person roster.

Number of participants needed for coaches/events:

### Football

High School Junior Varsity Head Coach	35
High School 3 <sup>rd</sup> Assistant	48
High School B-Team Head Coach	70
Middle School B-Team Head Coach	35
Middle School 3 <sup>rd</sup> Assistant	48
Middle School 4 <sup>th</sup> Assistant	70

### Volleyball

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40
Middle School B-Team Head Coach	26

### Soccer (Boy's or Girl's)

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40

### Wrestling

High School Junior Varsity Head Coach	33
---------------------------------------	----

### Basketball (Boy's or Girl's)

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40

### Softball

High School Junior Varsity Head Coach	26
High School B-Team Head Coach	40

### Track (Boy's and Girl's Combined)

High School 2 <sup>nd</sup> Assistant	35
High School 3 <sup>rd</sup> Assistant	48
High School 4 <sup>th</sup> Assistant	70
Middle School 2 <sup>nd</sup> Assistant	35
Middle School 3 <sup>rd</sup> Assistant	48
Middle School 4 <sup>th</sup> Assistant	70

### Golf (Boy's and/or Girl's)

High School 2 <sup>nd</sup> Assistant	33
Middle School 2 <sup>nd</sup> Assistant	33

**MISCELLANEOUS**

All schools will appoint one department chairperson for each subject area with more than 6.5 (six and one half) full-time bargaining unit members or the equivalent in hours of combined bargaining unit members (any combination of bargaining unit members which adds up to at least 39 (thirty nine) hours per day in each subject area.) The bargaining unit member will be compensated for duties performed with placement in appendix B of the extra-curricular salary schedule column I, step 0.

**Band** (at least 15 events)

**Vocal** (at least 10 events)

**School Newspaper** - virtual or traditional format (at least 9 editions)

High School Drama and assistant (minimum four (4) acts per year with (1) multiple act play). Starting with the adoption of the new Appendix B, this salary will be paid only once a year, not per play.

Middle School Drama (minimum two (2) acts per year with (1) multiple act play). Starting with the adoption of the new Appendix B, this salary will be paid only once a year, not per play.

The Appendix B part of this year's contract will be in effect with the start of the 1994 winter sports season. All 1994 fall sports contracts will remain under the 1993-1994 contract. Any contract issued and signed before the adoption of the new Appendix B will remain in effect as signed.

**SABBATICAL/STUDY TRAVEL**

1. Upon application to the Superintendent of Nye County School District a bargaining unit member may be granted a Sabbatical/Study Travel leave of one (1) school year duration.
2. A bargaining unit member must have completed seven (7) years of continuous service within Nye County School District prior to application for Sabbatical/Study Travel leave and may not have taken such leave within the preceding seven (7) years.
3. A committee of three (3) Administrators chosen by the District and three (3) members selected by the Association will review the proposed program of study or travel and make recommendations to the Superintendent.
4. The bargaining unit member(s) will submit application to the District by April 15<sup>th</sup> prior to the year during which the Sabbatical/Study-Travel will commence.
5. No more than one percent (1%) of full time members of the teaching staff may be on Sabbatical/Study-Travel leave during any one school year. Bargaining unit members must substantiate to the District their acceptance into an appropriate program and must describe the nature of the course of study proposed.
6. Salary shall be at twenty-five percent (25%) of the bargaining unit member's annual rate in effect during the sabbatical school year, exclusive of any extra-curricular pay. A bargaining unit member approved for Sabbatical/Study-Travel leave who wishes to be paid while on leave shall furnish a surety bond for twenty-five percent (25%) of the bargaining unit member's annual rate indemnifying the District against loss in the event the bargaining unit member fails to render the minimum services required after return from leave. A bargaining unit member on Sabbatical/Study-Travel leave who has 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 bargaining unit member's sabbatical salary.

If the bargaining unit member does not want to furnish a surety bond, payment of Sabbatical/Study Travel leave salary is to be made in twenty four (24) monthly installments and added to the salary received by the bargaining unit member(s) during the two (2) years following the year in which the Sabbatical/Travel-Study leave was taken. That portion of the Group Medical Insurance premiums normally paid by the District shall be continued during the Sabbatical/Study Travel leave, but no other benefits shall be paid during the period of the Sabbatical.

The Sabbatical/Study-Travel leave shall count for appropriate experience increments(s) on salary schedule agreed to in the Master Contract, and all seniority privileges shall be retained during the leave.

7. Upon return of the bargaining unit member(s), the District agrees to give preference to bargaining unit member(s) for an existing position or vacancy for which bargaining unit member(s) is/are qualified, pursuant to Article 7-1.1.
8. The bargaining unit member(s) agree(s) to complete two (2) years in Nye County School District following Sabbatical/Study-Travel leave.



**PROCEDURE FOR REDUCTION IN FORCE**

1. Attrition by resignation and retirement shall be utilized as the first step of reduction in force within the school(s) and subject area(s) affected by loss of positions(s).
2. The District identifies the school(s) and subject area(s) that will be affected by loss of position(s).
3. The District determines the seniority of the bargaining unit member(s) in affected area(s) throughout the District.
4. The District will identify the individual bargaining unit member(s) with the least seniority in the affected area(s) at the specific school(s) where the position(s) are being eliminated.
  - a. The District shall notify affected RIF'd and/or displaced bargaining unit members via e-mail. RIF'd and/or displaced bargaining unit members will be contacted electronically by administrators with current vacancies in their area(s) of certification prior to the annual Transfer Acceptance Meeting (TAM), at least twice, no sooner than 24 hours between each contact. Upon the second notification, the employee must respond by the close of business on the following business day.
  - b. For the purposes of Item 4-a and 4-b it will be the bargaining unit member's responsibility to keep the District notified of all contact information (i.e. personal email address, home telephone number and personal cell phone numbers) during the school year and summer months.
  - c. Bargaining unit members who fail to respond to District notifications will be removed from the Reduction in Force procedure and the District's obligation to the employee will be deemed satisfied. The Association will be notified electronically of all RIF notifications. Upon request by the Association, dates/times of all attempts made by an administrator to contact the bargaining unit member will be provided.
  - d. Bargaining unit members who are placed during the annual Transfer Acceptance Meeting (TAM) shall hold the position for the ensuing school year, unless a trade is granted pursuant to Appendix D-2.

**THE RECALL LIST**

5. RIF'd and/or displaced bargaining unit members will be placed during the annual Transfer Acceptance Meeting (TAM), pursuant to Article 7-1.1. If a vacancy does not exist in the RIF'd and/or displaced bargaining unit member(s) area(s) of certification, the employee shall have the option to displace the least senior bargaining unit member in their area of certification in their attendance area or to be placed onto a recall list by seniority. The RIF'd and/or displaced bargaining unit member(s) shall retain the right to be recalled in order of seniority to any vacancy that occurs in the bargaining unit member(s) area(s) of certification for a period of three years from the date of written

notification of reduction in force. Hiring for area(s) of certification of the bargaining unit member(s) placed on the recall list will be frozen to outside applicants until the recall list has been exhausted.

6. A bargaining unit member may accept or decline any position less than full time without loss of right to recall to a full time position within their area(s) of certification. Declining a less than full time position may affect a bargaining unit member's position on the seniority list.
7. Any bargaining unit member who declines a position within their area(s) of certification offered from the recall list as reemployment in the attendance area from which they were reduced in force shall forfeit all rights to recall.

**TRADING POSITIONS AFTER THE REDUCTION IN FORCE COMPLETION**

A licensed employee who is displaced through the reduction in force procedure in Appendix D of the Master Contract and who accepts a position pursuant to that procedure may initiate trading positions with a likewise affected employee only if the following criterion is met:

1. That one or both the employees seeking the trade was displaced from the school site they wish to return to prior to entering into the contracted duties for the coming school year;
2. That both employees hold valid certification and are highly qualified to teach in the positions being traded;
3. That the NCSD Superintendent and the NCCTA President are notified in writing by both employees prior to contacting the Principals of the affected schools to insure;
4. That the Principals have not initiated the trade;
5. That the NCSD Superintendent with the agreement of the NCCTA President present the proposed trade to the Principals in a written document signed by all parties;
6. That the Principals of the affected schools affix their signatures to the proposed trade document confirming their agreement to the trade.
7. Trading positions after the reduction in force completion must take place at least 15 business days preceding the beginning of the contractual school year.

Each of the terms of these criteria must be met or the trading of positions shall not be allowed.

**SPECIAL EDUCATION OPTION PROGRAM**

Nye County Classroom Teachers Association and Nye County School District agree that individuals who have a valid Nevada teaching license and wish to be hired as a Special Education teacher under the three-year (3 year) SEOP to obtain their Special Education endorsement will be required to adhere to and sign an employment understanding and agreement:

The employee agrees to participate in the Special Education Option Program. As a requirement of employment as a Special Education teacher, the employee agrees:

1. To complete a minimum of six (6) credits per calendar year (beginning with the date of signing the SEOP Agreement) in the specialty area of Special Education for which the employee has been hired. The employee will submit official transcripts or other means of acceptable proof of credits prior to the end of the agreement year.
2. That during the three (3) year period on the SEOP or until the employee receives the necessary Special Education endorsement; the employee will not be able to voluntarily transfer to another position that is outside of the SEOP within the Nye County School District.
3. To submit to the Executive Director of Human Resources/designee for Nye County School District justification for not completing the requirement of six (6) yearly credits. Legitimacy of the justification will be determined by the Executive Director of Human Resources/designee to determine if employment with the Nye County School District will continue.
4. That Nye County School District will terminate the employee if, after three (3) years, the employee fails to complete the SEOP to obtain the necessary Special Education endorsement the employee originally agreed to obtain.
5. That if termination of the employee is a result of #3 or #4 above, the employee may re-apply to NCSD for any vacant positions for which the applicant is currently licensed or eligible.

**ALTERNATIVE ROUTE TO LICENSURE (ARL) PROGRAM**

Nye County Classroom Teachers Association and Nye County School District agree that individuals who have the minimum of a Bachelor's degree and wish to be hired as an ARL teacher under the three-year (3 year) ARL Program to obtain their Nevada teaching license will be required to adhere to and sign an employment understanding and agreement:

The employee agrees to participate in the Alternative Route to Licensure Program. As a requirement of employment as an ARL teacher, the employee agrees:

1. To obtain a substitute teacher license within the first 30 days of employment and be actively enrolled in a Nevada Department of Education approved ARL program within 120 days from the date of hire.
2. To obtain an Alternative Conditional License from the Nevada Department of Education, once the initial ARL courses and Praxis exams are completed.
  - a. Newly hired ARL teachers will not be eligible for placement on the seniority list or afforded any other rights provided by the Master Contract until the Alternative Conditional License has been issued and submitted to NCSD Human Resources. Once the Alternative Conditional License is submitted to NCSD Human Resources, the seniority date will be effective as of the date of submission.
3. To complete a minimum of six (6) credits per calendar year (beginning with the date of signing the Offer of Employment) in the grade level/subject area for which the employee has been hired. The employee will submit official transcripts or other means of acceptable proof of credits prior to the end of the agreement year.
4. That during the three (3) year period on the ARL Program or until the employee receives the necessary endorsement; the employee will not be able to voluntarily transfer to another position outside of their assigned work location.
5. To submit to the Executive Director of Human Resources/designee for Nye County School District justification for not completing the requirement of six (6) yearly credits. Legitimacy of the justification will be determined by the Executive Director of Human Resources/designee to determine if employment with the Nye County School District will continue.
6. That Nye County School District will terminate the employee if, after three (3) years, the employee fails to complete the ARL Program to obtain the necessary endorsement the employee originally agreed to obtain.
7. That if termination of the employee is a result of #3 or #4 above, the employee may re-apply to NCSD for any vacant positions for which the applicant is currently eligible.

**SPECIAL ASSIGNMENTS**

NCCTA and Nye County School District agree that individuals who have a valid Nevada teaching license and have accepted special assignments within the Nye County School District at any level, such as Intervention Specialist, will be required to adhere to and sign an employment understanding, and agree-with the following conditions:

1. Employee will remain in the special assignment position for a minimum period of one (1) year.
2. Employee agrees to attend specialized training provided by or coordinated through Nye County School District.
3. Employee respects the investment made by Nye County School District and will provide specialized training to others, as assigned.
4. Bargaining unit members placed on special assignments may be subject to RIF, pursuant to Article 8-1; however, these employees are not subject to being displaced.
5. All bargaining unit members placed on grant-funded special assignment teams will receive a base amount/extra-duty for attending meetings, and may be eligible for additional stipend(s) if they meet the expectations of case management.

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WARNING	11	6-2
WINTER AND SPRING BREAK	31	10-5
WORK DAY	32	11
WORK YEAR	30	10
WRITTEN REPRIMAND	11	6-2.2