MASTER CONTRACT

BY AND BETWEEN THE

NYE COUNTY SUPPORT STAFF ORGANIZATION (NCSSO)

P. O. BOX #1340
PAHRUMP, NEVADA 89041

AND THE

NYE COUNTY SCHOOL DISTRICT

484 S. West St
Pahrump, NV 89048
2025-2027

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DEFINITIONS

1. The term "Agreement" refers to the name of this document being the "Master Contract" between the Nye County School District and the Nye County Support Staff Organization.
2. "Employees" as used in this Agreement shall refer to all bargaining unit personnel on the salary schedule(s). Sections in the contract referring to a particular job family shall apply only to that family.
3. "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.
4. "Organization" as used in this Agreement shall mean the Nye County Support Staff Organization and is the entity known as the Employee Organization in Chapter 288 of the Nevada Revised Statutes. "Organization" as used in this Agreement shall include authorized officers, representatives, and agents. References herein to and by "Organization" as such, reserves the right to act hereunder by committee or designee(s).
5. "School District" as used in this Agreement shall mean the Nye County School District.
6. "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Nye County School District.
7. "LGEMRB" means the Local Government Employee-Management Relations Board as provided by Chapter 288 of the Nevada Revised Statutes.
8. "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 of the Nevada Revised Statutes. "School Trustees" as used in this Agreement shall include authorized officers, representatives, and agents. References herein to "School Board" reserves the right to act hereunder by committee or designee(s).
9. "Bargaining Unit" as used in this Agreement is those job families that are represented by the NCSSO.
10. "Bargaining Unit Member" means any person, excluding substitutes, who is working in any job family that is represented by the NCSSO.
11. "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 Valley, and Gabbs. Except as referred to in Appendix D.
12. "Work Location" shall be individual schools and other departments within a specific Attendance Area designated by the District as a place where employees are hired or assigned to report to work.
13. To "provide notice to the Organization" shall mean notice to an Organization officer or an identified Organization Representative.
14. Experience is defined as knowledge gained working as an Employee in a particular job classification for a period of at least one (1) calendar year.
15. "Days" shall mean calendar days exclusive of Saturdays, Sundays, District 12-month holiday schedule, storm days, and employee non-work days.
16. Bargaining Unit Seniority is defined as the employee's unbroken, continuous service, regardless of particular job classification.
17. Job Classification Seniority is defined as the employee having the longest term of service while the employee is working within a particular job classification.
18. "Bus Monitor Package" means a set of daily hours for assignment to routes as needed.

ARTICLE I
RECOGNITION

1-1
The Board of Trustees recognizes the Nye County Support Staff Organization/NSEA/NEA, as the exclusive representatives for all non-substitute Bus Drivers, Bus Aides, Bus Monitors, School Secretaries, Clerical Aides, Health Aides, Para-professionals, Custodians, Day Site Maintenance/Custodians, Educational and Certified Occupational Therapists Assistants (COTA), Computer Technicians, Library Aides, Campus Monitors, Educational Interpreters and Licensed Practical Nurses (LPN).

1-2
The Articles in this Agreement shall apply to all members of the bargaining unit with the exception of where a specific Employee group is identified.

ARTICLE II
DUES DEDUCTION

2-1
Upon appropriate written authorization from the Employee, the School District shall make monthly Organization dues deductions and any uniformly applied Organizational assessment to its members from the salary of the Employee and shall make appropriate remittance to the Nye County Support Staff Organization. This dues deduction will be made in sixteen (16) equal installments in the school year. Any Employee desiring to have the District discontinue dues/assessments deductions he/she has authorized, must notify the Nye County Support Staff Organization in writing, by certified mail, return receipt requested and the Nye County School District, in writing, by certified mail, return receipt requested. This action must occur during the period July 1 through July 15, for that work year's dues. The mailing addresses are those listed on the cover page of this Agreement.

No later than September 15 of each year the Organization will provide the School District with a list of Employees who have voluntarily authorized the District to deduct the Organization's dues or a uniformly applied assessment to Organization members and the amount to be withheld.

2-2
Upon emailed or written authorization to the District Payroll Department from the Employee/vendor, the District may deduct from the salary of that Employee and make appropriate remittance for annuities, banking institutions, and insurance.

2-3
Upon termination or resignation of an Employee, the remaining amount of dues for the Organization in 2-2 above will be deducted from the Employee's final paycheck. Upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.

2-4
The District agrees not to honor any check-off authorization or dues deduction authorizations executed by any Employee in the bargaining unit in favor of any other labor Organization representing Employees for purposes of negotiations in accordance with NRS 288.

2-5
The District shall provide the same monthly report (as it sends to the NSEA) of all dues deductions to the Organization.

2-6
The Organization will indemnify, defend, and hold the District harmless against any claims or against any suits instituted against the District in good faith under the provisions of this Article.

2-7
All legally required deductions have priority over Organization dues.

ARTICLE III
ORGANIZATION RIGHTS

3-1
The Organization may use the District's In-house mail (Fleet) and email system to communicate with members of the bargaining unit. The system shall not be used to distribute political campaign and/or defamatory materials.

3-2
The Employer agrees that the individual Employee will have full freedom of association, self-Organization, and the designation of representatives of their own choosing in negotiating terms and conditions of their employment, and that they will be free from interference, restraint or coercion by the Employer, or its agents, in the carrying out of said activities.

3-3
Union membership shall be at the sole discretion of the Employee.

3-4
In November of each year during the term of the contract, the Organization shall furnish the Employer, in writing, with the names of its current officers and business agents or representatives.

3-5
The Organization agrees that it will not place notices any place within the District properties, with exception of NCSD designated space for Organization bulletin boards. The NCSD shall provide distinct, reasonable, and equitable space with other bargaining unit locals for the posting of union notices.

3-6
Representatives of the Organization may conduct Organization business at the work sites before and after the work day. The conduct of such business shall be such as not to interfere with the individual Employee's duties.

3-7
Upon one (1) week written notification from the Organization President to the immediate supervisor, a total of one hundred and sixty (160) hours inclusive may be granted to Organization members each year for the purpose of attending Organization meetings, conferences, delegate assemblies, trainings, and conventions. Two (2) day notice may be given for the use of this time for other unscheduled union business. Employees taking Organization Leave will be paid the difference between their hourly rate and the hourly rate of a substitute. Additional leave may be granted as Leave Without Pay. The Organization shall reimburse the District for the cost of a substitute Employee when individuals are granted leave without pay.

ARTICLE IV
MAINTENANCE OF STANDARDS

4-1

Conditions and benefits of employment of Employees shall be maintained during the term of this Agreement at no less than the level in effect at the time the Organization was recognized as the representative for this bargaining unit, unless modified by a specific provision of this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

5-1 PURPOSE
The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may arise affecting Employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

5-2 DEFINITIONS
1. Grievance – A grievance shall be defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.
2. Grievant – A Grievant is the Employee or Employees, or Organization making the complaint.

5-3 INFORMAL PROCEDURE
A grievance should first be discussed with the Grievant's immediate supervisor. If the grievance cannot be resolved in this manner, the matter may be submitted to the formal grievance procedure.

5-4 FORMAL PROCEDURE
Step 1. Immediate Supervisor Level
If the grievance is to be submitted to this formal procedure, the Grievant and/or the Organization shall submit a written, signed grievance detailing the specific contract violation(s) and reasoning to the immediate supervisor of the Grievant. A grievance shall be submitted within ten (10) days after the event(s) or condition(s) on which the grievance is based or within ten (10) days of when the events should have been known.

The immediate supervisor shall meet with the Grievant and a representative of the Organization within seven (7) days after receipt of the grievance by the immediate supervisor. The immediate supervisor shall respond in writing to the Grievant, the Organization, and the Superintendent within seven (7) days after this meeting. In the event a grievance does not pertain to the immediate supervisor, the grievance may be filed at Step 2.

Step 2. Superintendent Level
If the answer of the immediate supervisor does not satisfactorily resolve the grievance, the Grievant and/or the Organization may, within seven (7) days after the receipt of the written answer from the immediate supervisor, submit the grievance to the Superintendent/Designee, in writing, including the answer of the immediate supervisor. The Superintendent/Designee, shall hear the Grievant and/or the Organization within seven (7) days after receipt of the grievance and all information. The Superintendent/Designee shall submit a written answer of the grievance to the Grievant and the Organization within seven (7) days after this hearing.

Step 3. Grievance Mediation
If the aggrieved party is not satisfied with the disposition of the Grievance in Step 2, then the aggrieved party shall present the Grievance to Mediation within seven (7) days after the Superintendent's response in Step 2.

Procedure for Grievance Mediation:

1. The Superintendent/Designee must respond to a Grievance request for Mediation within seven (7) days.
2. A Mediator will be obtained from the Federal Mediation and Conciliation Service. If a FMCS mediator is unavailable, the grievance shall be submitted to Step 4.
3. The Mediator shall confer with the Superintendent/Designee and the Organization, and hold a hearing promptly. Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings.
4. If no solution is reached to the satisfaction of both parties, the Grievance and all information in Steps 1 and 2 shall be submitted to Step 4.

In the event a grievance is appealed to arbitration as provided in this section, the Superintendent/Designee shall meet with the President of the Association or designated representative within five (5) days and shall jointly select as arbitrator a person who is recognized as experienced, impartial and competent. If the parties are unable to reach an Agreement at this meeting, either party may request the American Arbitration Association to furnish an arbitrator under its Voluntary Labor Arbitration Rules.

The decision and award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the Grievant, the Organization and the Superintendent/Designee.

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

Step 4. Binding Arbitration

Any grievance that has been deemed meritorious by the Organization may be appealed to arbitration by the Organization within fifteen (15) days of the Superintendent/Designee's response by serving a written notice of its intent to appeal the decision. Winter and Spring breaks excluded.

5-5 RIGHTS AND RESPONSIBILITIES

1. No reprisals shall be taken either by the Grievant, Organization, the Superintendent/Designee, or any agent of the Superintendent/Designee against any participant in the grievance procedure by reason of such participation.
2. A Grievant may be represented at any step of the grievance procedure only by Organization representative.
3. When a Grievant is not represented by the Organization at Step 1, 2, or 3, the Organization shall have the right and reasonable opportunity to be present at any meeting between the Grievant, the immediate supervisor, or the Superintendent/Designee after the submission of the written signed grievance form.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file.

5. Failure by the Grievant to comply with the timelines in this Article shall be deemed to be a denial of the grievance. Failure by the appropriate supervisor to comply with the timelines in this Article, absent a mutually agreed upon time extension, shall result in the grievance being deemed in favor of the Grievant.

5-6 GRIEVANCE LIMITATIONS

It is expressly understood that grievances may be processed through the grievance procedures only until another form of appeal outside the grievance procedure is utilized, e.g., filing a claim with the Government Relations Board, hiring a private attorney, etc. At this point, the grievance shall be deemed null and void.

ARTICLE VI
EMPLOYEE RIGHTS

6-1
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.

6-2
The Superintendent shall maintain, for official school District purposes, one (1) personnel file for each Employee. This file shall be kept under conditions that ensure its integrity and safe keeping.

6-3
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 file.

6-4
See Article VII for the handling of negative material in an Employee's personnel file and/or site file.

6-5
An Employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. The Employee shall have the right to examine his/her personnel file. Anonymous, unattributed or inappropriate material shall not be placed in the file. In addition, the Employee may, within a ten (10) day period, submit a written response to any material placed in his/her personnel file. This written response shall then be attached to the appropriate file material and placed in the file.

6-6
In a specific personnel action no use may be made of any material which has not been properly placed in the official personnel file with the exception of a verbal warning. Such verbal warning may be used only by the issuing supervisor as a step of progressive discipline in accordance with Article VII.

6-7
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 shall 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.

6-8
In all instances where there is communication between administrators and a parent regarding a complaint or problem with a child and an Employee, the Employee involved shall be notified within ten (10) days of the nature of the complaint/problem and any proposed action to be taken.

6-9
Any observation that results in a negative written evaluation or direction for change shall be called to the Employee's attention in writing within ten (10) days after the observation or the discovery that results in a negative evaluation or direction for change.

6-10
Whenever an Employee is called before an administrator concerning any matter which may have an adverse effect on continuation in position or employment, and he/she is subject to an investigatory interview, the Employee and the Organization shall receive prior notice of the reason for such meeting or interview. The Employee shall be entitled to have a representative of the Organization present for advice and representation, during such meeting or interview. If necessary, the notice may be verbal. However, if the Superintendent has reason to believe that cause exists for the dismissal of an Employee and he/she is of the opinion that the immediate suspension of the Employee is necessary in the best interest of the students of the district, the Superintendent may suspend the Employee without pay, without notice.

6-11
Whenever a substitute or temporary employee is in a position, either newly created or not currently held by a regular employee, after forty-five (45) days, the District, at its option, must either eliminate the position (and notify the Organization within five (5) days), or post and fill it, pursuant to article 9-11.

1. The District must notify the Organization within five (5) days of all newly created positions. The notice shall include start date, amount of hours, location and job classification.

ARTICLE VII
CORRECTIVE DISCIPLINE

7-1 JUST CAUSE

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.

a. Just Cause - No Employee shall be disciplined, suspended, adversely evaluated, transferred, dismissed, terminated or otherwise deprived of any employment advantage without just cause.
b. Upon written request, the District and/or immediate supervisors shall remove and destroy all negative material in an Employee's personnel and/or site files once its life span has expired, as long as it stands alone and does not become a part of any other action.

7-1-1 CORRECTIVE DISCIPLINE

The District shall, 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 shall be commensurate with the deficiency to be corrected.

7-1-2 CORRECTIVE DISCIPLINE STEPS

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

a. Verbal Warning:
   A verbal warning is given to the Employee for the first occurrence of a minor offense. It is administered by the Employee's immediate supervisor. No documentation of a verbal warning is to be placed in the Employee's personnel file held in Human Resources unless it becomes a part of another action. (Refer to Article 6-6). Documentation of Verbal Warnings shall be held in a supervisor's file at the site level. Verbal warnings have a life span of one calendar year (365 days), as long as it stands alone and does not become a part of any other action. It must then be removed and destroyed in its entirety.

   He/She may not pursue the verbal warning under Article V.

b. Written Reprimand 1:
   A written reprimand is given to the Employee in the instance of a more serious offense or after repeated instances of minor offenses. The supervisor shall cite any policy, procedure, or law which may pertain to the offense. This reprimand has a life span of one calendar year (365 days), as long as it stands alone and does not become a part of any other action. It must also advise the Employee that it can be used against him/her at a future time as a step of progressive discipline and will be placed in his/her personnel file. The Employee must read and sign acknowledgment of the reprimand. He/She may pursue the matter under Article V.

c. Written Reprimand 2:
This level of discipline is given to an Employee who has repeatedly committed minor offenses, an additional serious or related offense as committed in a Written Reprimand 1, or a major offense for which this level of action is warranted. The required information is the same as in section b. If appropriate, the Written Reprimand 1 document may be attached and becomes a part of this action. It must also advise the Employee that it can be used against him/her at a future time as a step of progressive discipline and shall be placed in his/her personnel file. The Employee must read and sign acknowledgment of this reprimand. He/She may pursue this matter under Article V. The penalty for a Written Reprimand 2 may be suspension for a period of one (1) to twenty (20) work days without pay.

This reprimand has a life span as follows as long as it stands alone and does not become part of any other action:
WR2 without suspension one calendar year (365 days)
WR2 with 1-10 days suspension two calendar years (730 days)
WR2 with 11-20 days suspension three calendar years (1095 days)

d. Termination:
An Employee shall be terminated if they fail to correct unsatisfactory performance/behavior as a result of previous steps in the progressive discipline procedure. An Employee may also be placed on suspension pending termination. A decision to suspend pending termination is made based upon the reasons for the termination and is generally utilized when an Employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal District business.

An employee may be terminated without prior warning for gross misconduct or heinous violations.

ARTICLE VIII
SAFETY

8-1

An Employee, believing any working condition is unsafe, shall immediately notify his/her immediate Supervisor.

1. The Supervisor shall investigate the alleged unsafe working condition within a reasonable time not to exceed one week.
2. If the Supervisor determines that a safety hazard exists, He / She will take corrective action to address any immediate safety issues, and will contact M&O for further resolution.
3. If the Supervisor determines no safety hazard exists and the Employee disagrees, M&O shall be contacted immediately:
    a. The M&O Director or designee will investigate the alleged hazard and will consult with other departments as needed to remediate the issue.
    b. If the employee feels there is a safety issue, the employee shall have the right through the grievance process to grieve starting at Step 2.

ARTICLE IX
SENIORITY, REDUCTION IN FORCE, RECALL

9-1 SENIORITY

Employees shall attain seniority in their respective job classification, effective their date of hire onto that list. When employees have identical hire dates, seniority shall be determined by:

a. The electronic drawing of lots by the affected members within ten (10) days of the official hire date.

The seniority date of an employee who returns to employment within a previous job classification where the employee previously held seniority shall be adjusted to accurately reflect the total seniority in that job classification.

An Employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months, which are not included in the Employee's work year.

An employee on the recall list shall not be considered to have suffered a break in service. Seniority may be terminated and the District/Employee relationship shall be severed by the following conditions:

1. Termination;

2. Recall list of more than three (3) years;

3. Resignation;

4. Movement to a position not recognized by the Organization.

9-2 SENIORITY LISTS

The seniority lists shall be maintained in a shared Google file that can be accessed by NCSSO President, Vice President, and Secretary at all times. Copies of the lists shall be provided to site secretaries to be posted at each work site no later than September 30th and March 1st of each year.

Paraprofessionals shall be identified in one of two categories: 1:1 Paraprofessional and Classroom Paraprofessional. This separation of classifications is to ensure the consistency of the Paraprofessional, particularly for 1:1 Paraprofessionals.

The lists shall be for groups listed under Article I- Recognition; 1-1.

9-3 REDUCTION IN FORCE (RIF)

Reduction in Force (RIF) shall mean the discontinuance of employment, or reduction in hours resulting in the loss of health insurance benefits, of an Employee for bona fide financial or program reasons.

9-4 RIF PROCEDURE

In the event it becomes necessary to RIF Employees for any reason, Employees shall be laid off according to the Reduction in Force language in Appendix C. Prior to offering RIF options to RIF'd Employees, all vacant positions shall be subject to the provisions of Article 9-11.

9-5 RIF NOTICE
The Organization and any Employee who is to be RIF'd, shall be given thirty days' notice. If the position is terminated because the student is no longer serviced by the District, a thirty day notice will be given, effective at the time the District is notified of the student's last day of attendance.

9-6 RIF MEETING
The School District agrees to meet and confer with the Organization prior to a RIF, and shall make available to the Organization all relevant information upon request.

9-7 RECALL LIST
The School District shall establish a recall list of RIF'd Employees. An Employee who has been RIF'd shall be placed on the recall list and shall maintain district email access to view position vacancy announcements in the bargaining unit. For this purpose, it shall be the Employee's responsibility to apply for available transfer vacancies that align with their qualifications and interests.

The Recall List for Paraprofessionals shall be determined based on the category the employee is classified (refer to 9-2).

9-7-1 RECALL LIST DURATION
A RIF'd Employee may remain on the recall list for a period of three (3) years from their date of separation. Seniority list placement will be maintained throughout this period and will be formatted in bold italics.

9-8 RECALL PROCEDURE
RIF'd Employees shall be recalled in order of job classification seniority, by attendance area, to vacant positions in their job classification. Prior to offering recall options to RIF'd Employees, all vacant positions shall be subject to the provisions of Article 9-11. Recalled Employees shall also be offered vacant positions in their job classification in other attendance areas; however, if a position is declined, Employee will not lose any right(s) to be recalled for future positions in his/her attendance area. If a Recalled Employee declines to fill a vacant position in his/her job classification and attendance area that has equal or more hours than the Recalled Employee was displaced from, said Employee loses all right to be recalled and is officially separated as a NCSD employee.

9-9 SENIORITY RETENTION
Employees RIF'd prior to February 1st shall retain the right to transfer into a created or vacated position for which he/she is qualified for the remainder of the current school year. Employees RIF'd on or after February 1st will retain the right to transfer for the duration of the upcoming school year.

9-10 RETENTION OF STATUS

RIF'd Employees re-employed shall retain their seniority, wage step and all other benefits accumulated prior to RIF.

9-11 VOLUNTARY TRANSFER

When the Nye County School District declares that a vacancy exists or that a new position has been created within the NCSSO bargaining unit, bargaining unit members may apply for transfer to the vacancy or new position. Posting of said job openings will be for five (5) work days, in all attendance areas.

Voluntary transfers shall be granted on the following criteria and scoring rubric:

Interview Questions	Evaluations	Job Classification Seniority
A total of 10 questions shall be utilized. **Each question shall use a Likert scale of 1-6 and be scored 1=lowest & 6=highest**	**Immediate previous two years satisfactory = 1 point** **Immediate previous four years satisfactory =2 points**	**Less than one year= 0 points** **1 year =1 point** **2-4 years =2 points** **5-9 years =3 points** **10+ years =4 points**
No multiplier will be utilized. If interview committee is used, committee scores will be averaged for one combined score.	**Final score multiplier of 5 on rubric**	**Final score multiplier of 5 on rubric**

Job Classification Seniority shall be used if the combined score of one or more applicants is equal. Should the District or its agents deny a request for transfer, it shall, within seven (7) days, provide the Employee and the Organization a written statement of its decision. The Organization shall receive all rubric scores upon written request. With principal/supervisor approval, in-district interviews during scheduled work hours shall not require the use of personal leave.

a. All appropriate information pertaining to any positions that voluntary transfer applicants may transfer into will be made available prior to interview by applicant's request to Human Resources with respect to FERPA and HIPAA guidelines.

b. All voluntary transfers are final. An Employee who accepts a voluntary transfer within the same job classification will be ineligible for transfer consideration within the same job classification for the remainder of the school year, except in cases where the scheduled hours in the new position would increase by at least one (1) hour or increase benefits. This does not apply to District-initiated transfers or layoffs.

c. Employees transferring between job classifications within the NCSSO bargaining unit shall not suffer a reduction in hourly compensation.

9-12 INVOLUNTARY TRANSFER

An involuntary transfer shall be made only in the case of an emergency or to prevent undue disruption of the operation of the District. The District shall notify, in writing, the affected Employee and the Organization of the specific reasons for such transfer at the time of notification of transfer. If the Employee objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure beginning with Step 2.

If the dispute is ultimately resolved in favor of the transfer, or, the Organization does not process the grievance through arbitration, the Employee will, if he/she requests, be released by the District from his/her employment. An involuntary transfer shall not result in the loss of compensation, seniority, or fringe benefits. Reasonable moving expenses necessitated by an involuntary transfer shall be borne by the District.

This Article excludes bargaining unit members as covered in Article 18, with the exception of positions posted for transfer outside of the Transportation Rebidding process.

ARTICLE X
STRIKES

10-1
The parties agree to comply with Nevada Revised Statutes 288 with regard to strikes.

ARTICLE XI
NONDISCRIMINATION

11-1
The parties agree to comply with Nevada Revised Statutes 288.270 with regards to nondiscrimination.

ARTICLE XII
COMPENSATION

12-1 SALARY SCHEDULE

Effective July 1, 2025 all Grades shall be increased by 1.625% with reduction equal to (1.625%) for PERS for the 2025-2026 school year, pursuant to NRS 286.

a. Effective July 1, 2025, the NCSSO Bargaining Unit members shall be placed on the appropriate salary schedule step position as applicable for the 2025-2026 school year and paid retroactive to the NCSSO Bargaining Unit members.

b. Effective July 1, 2026, the salary schedule shall be increased by zero percent (0%) for the 2026-2027 school year.

c. Effective July 1, 2026, the NCSSO Bargaining Unit members shall be placed on the appropriate salary schedule step position as applicable for the 2026-2027 school year.

d. Pursuant to SB500, funds previously allocated through SB231 (2023) will continue to be paid as a supplemental subject to PERS.

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

12-2 PERS CONTRIBUTION

The District shall pay the full contribution to PERS for all eligible Employees.

12-3 DISTRIBUTION OF OVERTIME

The School District shall make every reasonable effort to equitably distribute opportunities for overtime work among qualified Employees in the affected classification(s).

a. An Employee working more than eight (8) hours in any day shall be compensated for such time over eight hours at one and one-half (1-1/2) times the Employee's rate of pay.

b. In the computation of eligibility for overtime pay, any hours paid for but not worked which are included in the regular work schedule, shall be counted.

c. Employees who "substitute" for the District outside their current job classification during their normal work day will be compensated at their normal rate of pay. Employees may be offered "substitute" or additional work outside their current job classification or the normal work day or year, if they voluntarily accept this offer they will be compensated at the District approved pay for substitute or additional work.

12-4 PERSONNEL ACTION FORMS

It is the intent of the School District to complete Personnel Action Forms as soon as possible. However, Personnel Action Forms will be completed in no more than ten (10) days.

12-5 SAVINGS DEDUCTION PLAN

Within one (1) month of the beginning of the school year or the hiring date of an Employee, Employees will be able to deduct through a payroll savings deduction plan a specified salary amount from their net salary payment each pay period (twice per month) during their traditional

work year calendar. This deducted amount will be withdrawn in two (2) equal payments during the Summer Break. In addition, Employees will have the option to withdraw a specified amount from these funds during Thanksgiving Break, Winter Break, and/or Spring Break. The decision once made by the Employee to withhold funds will be final and not subject to further adjustment for the remainder of the school year, unless the Employee transfers to a 12-month assignment, leaves the employment of the District, or there is not enough money to cover the deduction.

12-6 FINGERPRINT BACKGROUND CHECK 5-YEAR RENEWAL

For five-year renewals and continued employment, the district shall pay the full cost for each member of the bargaining unit who is required by law or the school district to pass a fingerprint background check.

12-7 MANDATORY TRAINING/CERTIFICATION

For any District required mandatory training(s)/meetings, or certification(s) not offered during their scheduled work day, Employees will be paid their regular hourly rate and shall receive transportation costs if such training/meeting, or certification(s) is outside the employee's attendance area and not provided by the District. Voluntary training(s)/meeting(s), or certifications occurring outside the work day, will be at the Employee's expense. The NCSD will not pay for licenses, or certifications for new hires that are a 'condition of employment'; however, subsequent renewals shall follow 12-7.

ARTICLE XIII
LEAVES

13-1 SICK LEAVE

a. The District shall grant Employees, who work four (4) hours or more per day fulfilling assigned duties, sick leave.

b. It is understood that Employees in the YRE programs shall accrue sick leave like traditional program Employees except when off track.

c. Eligible Employees shall accumulate sick leave at the following rates:
   Four (4) hour Employees, 5 hours per month, YRE 5 hours per 20 work days
   Five (5) hour Employees, 6.25 hours per month, YRE 6.25 hours per 20 work days
   Six (6) hour Employees, 7.5 hours per month, YRE 7.5 hours per 20 work days
   Seven (7) hour Employees, 8.75 hours per month, YRE 8.75 hours per 20 work days
   Eight (8) hour Employees, 10.00 hours per month, YRE 10 hours per 20 work days
   Partial months shall be prorated
   Nine (9) month 11.25 days per year
   Ten (10) month 12.50 days per year
   Eleven (11) month 13.75 days per year
   Twelve (12) month 15.00 day per year

   Sick leave may accumulate up to 180 days.

d. The School District shall provide a written statement for every Bargaining Unit Member with the first paycheck of the school year indicating the total accumulated sick leave credited.

e. Each Employee shall provide written proof of the necessity of sick leave, if such proof is required by the Superintendent or their designee. The proof shall be submitted in one (1) of the following forms:
   1. Physician documentation.

   2. Co-Pay or Payment Receipt.

   3. Signed written statement from the Employee stating the necessity for the sick leave absence is for personal illness or accident, disability, maternity/childbirth, personal medical appointments, quarantine or communicable disease; or as provided by the Master Contract Article 13-1.i and Article 13-2. This statement may be written in any form on an 81/2" x 11" paper stock.

f. The Employee must notify his/her Immediate Supervisor when sick leave is required. Such notice should be given on the preceding day or up to one (1) hour before the scheduled shift via the Absence Management system, if possible. In an emergency, notification shall be made as soon as possible to the Supervisor.

g. No sick leave benefits will be earned if an Employee is off work without pay or on SIIS.

h. After ten (10) years of service, and upon termination of employment, a Bargaining Unit Member will receive a lump sum payment for all hours of accumulated, unused sick leave, up to 720 hour's maximum; at the rate of 25% of his/her current hourly wages times the number of hours accumulated.

i. A Bargaining Unit Member may use up to eighty (80) hours of accrued sick leave hours each year for the necessary care of ill or disabled immediate family members or anyone living in the same household. Other serious family illnesses shall be allowed with the recommendation of the supervisor and the approval of the Superintendent.

j. If the absence is four (4) days or more, the Employee would be required to submit a leave with pay (LWP) or leave without pay (LWOP) request form with required documentation.

13-1-1 FITNESS FOR DUTY / RETURN TO WORK

1. When an Employee's absence from work begins with a document from a Physician/Doctor stating the Employee is unable to work, the Employee must have a document from a Physician/Doctor stating the Employee is fit for duty and can return to work.

2. When an Employee's absence from work begins by the District requiring proof of the Employee's fitness for duty, the District will pay for the Physician/Doctor appointment. The Physician/Doctor will be of the District's choice. If the Physician/Doctor chosen by the District is outside the community the Employee works, mileage expense shall be reimbursed at the GSA rate per mile at the time of the Physician/Doctor appointment.

3. If the District's chosen Physician/Doctor requires additional appointment(s) to determine the Employee's fitness for duty, the District shall pay the costs of the appointment and reimburse mileage as in number 2 above.
    a. If the Physician/Doctor determines the Employee is fit for duty and the Employee has no sick leave time remaining, the District will reimburse the Employee for the lost time at their regular rate of pay.

    b. If the Physician/Doctor determines the Employee is not fit for duty, the District will not reimburse the Employee for the use of sick leave or pay due to lost time from work.

13-2 BEREAVEMENT LEAVE

With the approval of the Superintendent, 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 site administrator and approval of the Superintendent.

13-3 PERSONAL LEAVE

The District will grant Employees, who work four (4) or more hours per day fulfilling assigned duties, personal days.

a. At the beginning of each fiscal year eligible nine (9) month, ten (10) month and eleven (11) month Employees will be credited with two (2) personal days of leave at full pay. Only

four (4) paid personal days may be used consecutively during one (1) school year. Unused personal days will be allowed to accumulate up to a total of four (4) days.

b. At the beginning of each fiscal year, each twelve (12) month employee will be credited with three (3) personal days of leave at full pay. Only five (5) paid personal days may be used consecutively during one (1) school year. Unused personal days will be allowed to accumulate up to a total of six (6) days.

13-4 JURY AND WITNESS LEAVE

a. Any Employee receiving notice of jury duty, and/or court/witness services involving the school district shall submit a copy of the notice to his/her immediate supervisor promptly. Employees are expected to work as much of their regularly scheduled workday as jury duties permits. Employees who are released from jury duty must report back to the worksite unless there is less than one (1) hour left in their workday. If an employee serves jury duty outside of their regularly scheduled work hours, hours served are deducted from that work day and jury leave applied. Second (2^{nd}) or third (3^{rd}) shift employees who are required to report to jury duty and/or court/witness services will not be required to work eight hours prior to reporting. If the employee's service lasts four hours or more, including time going and returning from court, the employee will not be required to work between 5:00 pm of the day of the jury duty and/or court/witness services and 3:00 am the following day. (NRS 6.190 and Policy 6238)

b. Employees appearing for jury duty, and/or court/witness services involving the school district shall receive their regular pay for the period of absence caused by the jury duty and/or court/witness services and monies received for jury duty and/or court/witness services shall be remitted to the District.

c. Any per diem or transportation allowance shall be retained by the Employee.

13-5 PARENTING LEAVE

An unpaid, or paid leave may be used for an absence of up to one (1) year and shall be granted to any Employee for the purpose of caring for a newly born or adopted child. Such leave shall be requested as early in advance as practicable. The District will hold a position for the returning Employee. However, the position the Employee returns to may not be the same position or location, but will be equivalent in hours and pay, and within the same attendance area. If there is no open position, the returning Employee will exercise his/her displacement rights pursuant to Article 9-1.

13-6 ANNUAL LEAVE

Annual leave is granted to qualifying employees, who work 260 days per year, eight (8) hours per day. Annual leave is earned at the rate of 6.66 hours per month for the first year of employment. Thereafter, employees earn at the rate of ten (10) hours per month.

13-7 UNPAID MEDICAL LEAVE

Pursuant to Article 13-1, a Bargaining Unit Member who runs out of sick leave shall be granted an unpaid leave of absence for a personal illness or disability. Such leave shall be requested as

early in advance as practicable. An unpaid leave of absence may be granted for all eligible bargaining unit members pursuant to Article 13-1-i. Other serious family illnesses shall be allowed with the recommendation of the supervisor and approval of the Superintendent. The bargaining unit member would be required to submit a LWP/LWOP request form.

The position of a bargaining unit member granted an unpaid leave of absence shall be filled with a substitute until the return, the retirement, or the resignation of the employee on leave of absence.

13-8 SICK LEAVE BANK

Under this Negotiated Agreement all Employees of this bargaining unit who have been employed by NCSD no less than one (1) year will be allowed to join and participate in the Sick Leave Bank.

The Sick Leave Bank is to assist Employees who have long term personal illness, injury or disabilities and have exhausted their sick leave accumulations. Before a request for time from the Sick Leave Bank will be considered, an Employee must be off work for seven (7) continuous working days or more due to a long-term personal illness, injury, or disability.

1. The enrollment period for the Sick Leave Bank will be between the first day of the new school year and October 15th or between January 15th and February 15th of the same school year. An Employee that has enrolled in the Sick Leave Bank will continue their membership in the bank from year to year.
   Enrollment forms can be secured from any NCSSO representative or Sick Leave Bank Committee member or the Nye County School District office.

   An Employee may end participation in the Sick Leave Bank only with a written withdrawal request submitted to the NCSSO and the NCSD in the same manner as outlined in Article 2-1 starting third sentence first paragraph at the addresses list on the cover page of this Master Agreement and will not result in reimbursement of the time contributed to the Sick Leave Bank.

   a. When a Sick Leave Bank Member is no longer employed by the District they will be removed from the Sick Leave Bank immediately. If the Employee resumes employment, they must re-enroll within thirty (30) calendar days of rehire or wait until open enrollment.

2. Days from the Sick Leave Bank may be granted to any Employee who has joined the Sick Leave Bank and has met the above criteria.

3. When an Employee joins the Sick Leave Bank, the minimum contribution shall be one (1) day with a maximum of ten (10) days. All members will be assessed at least one (1) day annually as needed. Employees already enrolled may use the enrollment form to donate more days than required if they elect to do so.
4. The maximum cumulative number of days which any one (1) person can be granted from the Sick Leave Bank during one (1) school year is twenty (20) days. The maximum cumulative number of days which any one (1) person can be granted from the Sick Leave Bank during their period of employment with the NCSD is forty-five (45) days.

5. Employees who are members of the Sick Leave Bank may be granted sick leave upon written request to the Sick Leave Bank Committee Chairman. If an inquiry about Sick Leave Bank time is made to the Payroll Department, they shall refer the Employee to the current Sick Leave Bank Committee Chairman.
    a. The Sick Leave Bank Committee must receive appropriate proof of medical need provided by the applicant for benefits, including but not limited to a doctor's statement or excuse detailing the amount of days off work needed. The written request by the Sick Leave Bank member needs to contain their contact information including a mailing address, telephone number, and any emergency contact person. This request must include the number of days the member is asking to be granted and any other information the member feels necessary.

    b. Any communication from the Sick Leave Bank Committee about time granted or denied will be made only with the Sick Leave Bank member or emergency contact person stated in their written request and the Payroll Department as necessary.

6. The Sick Leave Bank Committee will consist of four (4) Organization members appointed by the Organization President, one (1) HR representative and one (1) Finance representative. The Sick Leave Bank Committee shall develop and prepare criteria to determine the amount of sick leave, if any, is to be granted.

7. The maximum number of sick leave hours allowed in this bank, per school year, shall be one-thousand six-hundred (1,600). If the number of hours falls below four-hundred (400), the Sick Leave Bank Committee may assess each member one (1) additional day based on their hourly assignment.

    In the event that an additional assessment of the membership would need to be made to try and bring the Sick Leave Bank back up to the maximum number of days allowed, every member participating in the sick leave bank will be assessed.

    Time granted by the Sick Leave Bank Committee will be repaid at the time the Employee has accrued more sick leave hours The Sick Leave Bank takes precedence over leave usage. The repayment will be equivalent to one (1) day per grant and will be deducted immediately by the Payroll Department. Each grant will be considered individually and will have its own deduction and will be deducted accordingly. More than one (1) grant could cause more than one (1) deduction in a school year.

Nye County School District
REQUEST TO JOIN THE NCSSO SICK LEAVE BANK

NCSSO-Article 13-8 Sick Leave Bank states:
"Under this Negotiated Agreement all Employees of this bargaining unit who have been employed by NCSD no less than one (1) year will be allowed to join and participate in the Sick Leave Bank."
Please fill out the information in the box below and forward this form to your union representative. It is the Employee's responsibility to complete this request form and submit to their NCSSO representative between the first day of the new school year and October 15th or between January 15th and February 15th accordingly. It is the NCSSO representative's responsibility to return these forms to the Payroll Department prior to November 1st and or March 1st accordingly. Any reference to 'days' shall be equal to the employee's hourly assignment.

As per the above-mentioned Article of the Master Contract between Nye County School District and the Nye County Support Staff Organization, I am requesting to join the NCSSO Sick Leave Bank (Bank). I have been employed by NCSD for one (1) year, or longer, and agree to donate one (1) to ten (10) days to this Bank, which I have indicated below. I understand I will not be granted more than twenty (20) days per school year, nor will I be granted more than forty-five (45) days during my tenure with NCSD. I agree to re-pay the Bank one (1) day per grant, which will be deducted immediately upon accrual; and to donate one (1) day annually, or as required by the Bank to maintain membership. I understand upon termination of my employment with NCSD or withdrawal from the Bank, I will not have any time donated reimbursed to me.

_____ _____
Last Name, First Name (Please print) School

_____ _____
Job Classification School Year

Effective date (circle one): October / March _____.
(Year)
I would like to donate _____ day(s) of my sick leave.
(1 - 10)

_____ _____
Signature Date

OFFICE USE ONLY:

_____/_____ _____/_____
NCSSO Representative Initial/Date Initial (verified by Payroll Dept.)/Date

13-9 SICK LEAVE SELL BACK

Each employee who uses three (3) or fewer sick leave days in the preceding year July 1 – June 30th, may sell back the equivalent of five (5) days of their preceding year's schedule of unused sick leave at the rate of 70% of that employee's hourly step wage, not to exceed $90 a day.

Each employee who uses five (5) or fewer sick leave days in the preceding year July 1 – June 30th, may sell back up to three (3) days of their preceding year's schedule of unused sick leave at the rate of 60% of that employee's step wage, not to exceed $70 a day.

Employees, who elect to take part in the sell back of unused sick leave for the prior school year, must notify the NCSD Payroll Department no later than June 30th of the current school year and must select a payout for July 31st or Jan 15th of the next calendar year.

To participate, the employee must have a remaining balance of no less than five (5) days in their sick leave balance after the sell back is completed.

13-10 ABSENCES/DISCIPLINE

An Employee's absence for three (3) days without notification/approval to/of the immediate supervising administrator or designated representative shall be grounds for discipline, up to and including dismissal.

ARTICLE XIV
HOLIDAYS

14-1
The School Board/Designee, and the Association Presidents of NCCTA & NCSSO or their designee, shall cooperatively formulate a variety of plans for the integration of winter or spring break vacations into the school calendars, three (3) years at a time, voting on each year separately but voting at once for the following three (3) years. Support Staff shall vote for the plans they prefer by February 15 of the voting year.

The counting of the ballots shall be done by the School Board/Designee, and the Association Presidents or their designees. The response of the majority of both Organizations participating in the vote shall determine the winter and spring vacations. The School Board shall reserve the right to determine all other aspects of the school calendar.

14-2
While in an active, paid status, all eligible full-time Bargaining Unit Members shall receive paid holidays at their regularly scheduled number of hours for each recognized holiday, which occur during the Employee's regular workweek/work year only, as established by the NCSD academic calendar and employee work calendar. Full-time, for the use of this Article and Appendix D only, shall be six (6) hours or more per day in 5-day schools and seven and one-half (7.5) hours or more per day in 4-day schools. Paid holidays are as listed in the table below:

Nine (9) Month Employees	Twelve (12) Month Employees
Labor Day	Labor Day
Veterans' Day	Veterans' Day
Thanksgiving Day	Thanksgiving Day
Christmas Day	Christmas Day
New Years' Day	New Years' Day
Martin Luther King Day	Martin Luther King Day
Presidents' Day	Presidents' Day
Memorial Day	Memorial Day
	Juneteenth
	Independence Day

a. Twelve (12) month computer technicians and custodians normally work 260 days per year. The Nye County School District Office Holiday Schedule for the current school year will reduce this total by 18 days, including the ten (10) Federal holidays which are recognized during the work year. This will result in 242 scheduled actual workdays. Additionally, 12-month employees may use their annual leave from the 242 days and be compensated. Their 12-month salaries shall be left the same.

b. 8-hour clerical aides will continue to receive compensation as they have in the past and shall not adjust their 195-day schedule for the current work year.

ARTICLE XV
HEALTH INSURANCE

15-1

1. Any Employee who works thirty (30) hours per week fulfilling assigned duties shall be provided health benefits during his/her work year, within the terms and conditions of the present Nye County School District's group health insurance plan. All costs medical, dental, and vision for eligible Employees only will be paid for by the District. Nye County School District will pay twelve (12) months of insurance premiums for all nine (9) month and ten (10) month Employees working six (6) or more hours per day in accordance with the existing Health Insurance Plan and past District practices.

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, the NCCTA and the NCSSO 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 Associations 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% of the expected claims amount, the insurance committee shall make a recommendation to the Board of Trustee 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% 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 Health Insurance Committee upon renewal of the Health Plan each year. This amount of the 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's 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 Health Insurance Committee of the NCCTA Board of Directors and the NCSSO Board of Directors. Membership on the Joint Health Insurance Committee will be proportional between NCCTA and NCSSO 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 the changes, the parties shall seek the assistance of an FMCS mediator.
9. Dependent premiums are determined annually at 100% of expected claims for that class.
10. The District's cost of Employee's premium will be calculated annually at 100% of the expected claims plus administrative and re-insurance costs plus an additional amount up to 25% of the expected claims to reach the required reserve.
11. The Joint Health Insurance committee, consisting of 1) the Chief Operating Officer, the HR Director, and other management representatives as assigned by the Superintendent of Schools; 2) representatives of the NCCTA and NCSSO; and 3) a representative of the NCSD 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 insurance carriers
    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 Health 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

15-2

Members of the bargaining unit shall pay all costs for dependent coverage.

ARTICLE XVI
WORK DAY

16-1 WORKWEEK
The normal workweek shall be Monday through Friday. Employees working more than four (4) hours per day will be granted a consecutive thirty (30) minute duty-free break, upon request.

16-1-1 FOUR-DAY SCHOOL WEEK
Four-day school week program, refer to Appendix D.

16-2 CALL BACK
Call Back – Any Employee called back in to work before or after the consistent and specific scheduled starting and ending hours in an Employee's workday, shall be compensated a minimum of two (2) hours worked. Overtime shall be paid when applicable.

16-2-1 WORK HOURS
Work hours shall be consistent and specific as it pertains to an Employee's job classification and any school day, Monday through Friday. There shall be no split shifts unless consistent with the specific job classification.

Non-exempt employees must be paid for all hours worked in a workweek. In general, compensable hours worked include all time an employee is on duty or at a prescribed place of work.

16-3 DISTRICT RESPONSIBILITIES
It shall be the responsibility of the Employer to inform all Employees of the rules and policies, and regulations of the District.

Changes to the existing rules, policies, and regulations shall be noticed to the Organization thirty (30) calendar days prior to the implementation of any change except when there are apparent safety or emergency circumstances.

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

16-4 EMPLOYEE RESPONSIBILITIES
It shall be the duty of the Employees to observe the rules and policies of the District.

ARTICLE XVII
DISTRICT RIGHTS

17-1 RETENTION OF DISTRICT PREROGATIVES

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 the following:

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

17-2

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 right's reserved herein or preclude it from exercising the same in some other manner not to conflict with the provisions of this Agreement. Notice requirements set forth in this Agreement shall not be deemed as a limitation on the employer's right to exercise its prerogative.

ARTICLE XVIII
BUS DRIVER(S), BUS AIDE(S), AND BUS MONITOR(S)

18-1 JOB DESCRIPTION

The scope of the Bus Drivers, Bus Aides, and Bus Monitors Job Descriptions regarding their performances and behavior includes information found in the Nye County School District Policy Manual, Nye County School Administrative regulations, Nevada Department of Education's Nevada School Bus Driver Training Manual, and the Nye County School Transportation Employee Handbook.

18-2 DISCIPLINE

Article 7-1 is a progressive discipline plan for all items of duties and responsibilities in the aforementioned Nye County Bus Drivers Job Description, Nye County School District Policy Manual, Administrative Regulations, Nevada Department of Education School Bus Training Manual, and Nye County School District Drivers Manual. The following discipline plan addresses specific offenses and subsequent maximum penalties for first occurrences and may fall outside of the discipline path in Article 7-1. Should additional similar offenses occur, Article 7-1 will be followed.

OFFENSE	MAXIMUM PENALTY/ FIRST OCCURRENCE
Speeding (5+ miles above confirmed speed limit) /loaded / validated through departmental GPS data and verified against official regulatory speed limits	Written Reprimand I and one (1) day suspension w/o pay-After adjudication.
Speeding (5+ miles above confirmed speed limit) / unloaded / validated through departmental GPS data and verified against official regulatory speed limits	Verbal Warning
Unauthorized stops (loaded / emergencies are excluded)	Written Reprimand I and up to one (1) day suspension w/o pay
Unauthorized stops (unloaded / bathroom / soda / phone use excluded and emergencies are excluded)	Verbal Warning
Preventable accidents (i.e., backing or roll-aways)-Off-site	Written Reprimand I and up to two (2) day suspension w/o pay
Preventable accidents (i.e., backing or roll-aways)-On-site	Verbal Warning and up to one (1) day suspension w/o pay
Preventable accidents with severe damage	Written Reprimand I and five (5) day suspension w/o pay
Driving a District vehicle under the influence of alcohol or stupefying drugs	Termination
Failure to have eye supervision with easy access to bus during loading/unloading of students	Verbal Warning and up to two (2) day suspension w/o pay
Unapproved use of District vehicles	Written Reprimand I and up to two (2) day suspension w/o pay

Running out of fuel (Excluding mechanical failure)	Verbal Warning and up to one (1) day suspension w/o pay
Failure to clean buses, including failure to clean windows and mirrors (when time is allocated)	Verbal Warning
Allow any object to obstruct access to an exit	Without Incident: Written Reprimand I up to ten (10) day suspension w/o pay With Incident: Written Reprimand II up to twenty (20) day suspension, up to and including termination
Bus accident where student and/or other parties are injured	Suspension w/pay from driving until investigation is completed. Written Reprimand II up to twenty (20) day suspension, up to and including termination
Failure to follow pre-safety trip log	Written Reprimand I
Failure to winterize bus	Verbal Warning and up to one (1) day suspension w/o pay

18-3 SAFETY

In order to ensure safety while transporting students, the District shall establish and maintain a disciplinary procedure to control unruly behavior by students on District Buses.

18-4 ITINERARIES

An itinerary shall be developed by school sites for each sport activity/field trip and provided to the Transportation office to be assigned in conjunction with Appendix B, as soon as possible prior to its departure.

All sport activity/field trips will be marked clearly, with time and date by the Transportation Director or designee as soon as is reasonable, once the itinerary is received by the Transportation office. A roster of students that will be transported shall be furnished to the Driver prior to the sport activity/field trip departure. This roster shall consist of:

- Student's Name, Parent or guardian, and phone number

The itinerary shall consist of the date of departure, destination, time of departure, return time, any stop that is anticipated, how long the stop will be, coaches, and numbers of students/chaperones. The name and telephone number of the Driver's supervisor shall be included in the itinerary for all sport activity/field trips. The itinerary shall take into consideration the time taken for the pre-trip and fueling, as well as the time to clean the bus after the sport activity/field trip. Example:

- PRE-TRIP 30 min., FUELING 15 min., STAND-BY 15 min., CLEAN-UP 30 min.

18-5 DUTY LIMIT

An Employee shall not be on duty for more than fifteen (15) hours during a twenty-four (24) hour period. An Employee shall not drive more than ten (10) hours during any fifteen (15) hour duty.

18-6 EXCEPTIONS TO TIME RESTRICTION

Should a Driver believe that a trip may exceed the required time restrictions listed above in 18-5, s/he shall notify a supervisor to discuss the circumstances of the possible violation and determine if the circumstances fall under one or more of the exceptions allowed. If the supervisor determines that the circumstances fall within the exceptions allowed, then the driver will continue with the trip. If the supervisor determines that the circumstances do not fit the exceptions allowed, the supervisor will arrange a relief/rescue driver to finish the trip.

18-7 RADIOS
Radios will be provided within the available service area.

18-8 ASSIGNMENT EXCHANGE
Assigned sport/activity/field trip Drivers may mutually exchange assignments by notifying their supervisor no later than forty-eight (48) hours prior to the trip start date. If the Drivers exchange trips they shall remain in the regular spots on the official rotation list.

18-9 DRIVER RELIEF
In the event there is a need for a Driver to be called out on an sport/activity/field trip to relieve another Driver that has or will be going over on time according to the Negotiated Agreement, State or Federal law, the Driver that goes out to meet the other Driver will not be charged with a trip and shall remain in the rotation as per Appendix B.

18-10 SPORTS ACTIVITIES
Regular Bus Drivers who bid an annual or rebid route, then qualified Employees of the bargaining unit, shall have first right of refusal by rotation to work trips on non-school days for all sports activity trips that include more than twelve (12) students. Any sport shall constitute a sport activity trip. An athletic contest shall be defined as any athletic contest involving two (2) or more schools/contestants. Selection of qualified Employees for specific sports activity trips shall be through a rotation list, as described in Appendix B of this Agreement. The rotation list will only be changed through negotiations. No annual or rebid route hours will be covered to accommodate an activity trip. Regular bus drivers can only accept trips and activities on evenings and weekends that do not conflict with the regular route hours and the ability to complete the regular route the following day. The Nye County School District reserves the right to transport up to twelve (12) students in vehicles other than a school bus at any time with no limitation on the number of trips for the purpose of any sport activity or athletic contest. The Nye County School District reserves the right to transport more than twelve (12) students in carriers other than a Nye County School Bus for the purpose of any sport activity or athletic contest up to twenty (20) times each school year. The District will notify the Organization in writing of its intent to implement this provision of the Article, no less than five (5) working days before the trip departs.

18-11 FIELD TRIP ROTATION
Field trips shall be serviced through a rotation list as indicated in Appendix B. More than twelve (12) students constitute a field trip.

18-12 FIELD TRIPS
Regular Bus Drivers who bid an annual or rebid route, then qualified Employees of the bargaining unit, shall have the first right of refusal for all field trips that include more than twelve (12) students. Selection of qualified Employees for specific field trips shall be through a rotation list, as described in Appendix B of this Agreement. The rotation list will only be changed through Article 18-26 and 18-27. No annual or rebid route hours will be covered to accommodate a field trip. Regular Bus Drivers can only accept field trips that do not conflict with the regular route hours and the ability to complete the regular route the following day. The Nye County School District reserves the right to transport up to twelve (12) students in vehicles other than a school bus at any time with no limitation on the number of trips for the purpose of any field trip. The Nye

County School District reserves the right to transport more than twelve (12) students in carriers other than a Nye County School Bus for the purpose of fieldtrips. This right will be limited to up to twenty (20) field trips each school year. This excludes out-of-state trips. The Nye County School District will notify the Organization in writing of its intent to implement the other carrier's portion of this article for trips of more than twelve (12) students, no less than five (5) working days before the trip departs.

18-13 OUT-OF-TOWN TRIPS

All out of town field/sport activity trips shall be compensated in accordance with salary schedule. In addition, each Driver will be paid for each hour during their down time, excluding periods of time when drivers are not on duty, are not required to be in a ready-to-work status, or are not under any responsibility of performing work, during each twenty-four (24) hour period.

Represented employees of the NCSSO bargaining unit whose primary job classification is other than that of School Bus Driver and periodically (outside of an established rotation list as described in Appendix B) drive a school bus for the purpose of performing out of town field/sport activity trips on a day they are normally scheduled to work their primary job will be paid their regular hours and hourly wage for the standby/down time for up to eight (8) hours. Total downtime will be subtracted from the scheduled shift hours. Total hours for driving and said stand-by/down time or other hours worked cannot exceed fifteen (15) hours for any day.

Compensation Examples:
Shift is 7 hours, downtime is 10 = 3 hours paid downtime
Shift is 6.5 hours, downtime is 4 = 0 hours paid downtime
Shift is 6 hours, downtime is 8 = 2 hours paid downtime

All miles driven will be paid at the current established mileage rate according to the salary schedule.

Compensation for field/sport activity Bus Drivers will be increased by the same percentage and at the same time as the negotiated wage increase for the NCSSO Bargaining Unit Members as shown on the salary schedule (Appendix B).

For rural communities outside of Pahrump, it is understood that Article 18-13 shall determine compensation for all field trip/sport activity trips.

Payment for activity/field trip timesheet, along with associated travel claims submitted to Transportation between the 1st and 15th, will be paid with the end of the month payroll. Payments for trips submitted to Transportation between the 16th and the end of the month, will be paid with the 15th of the next month's payroll. Activity time sheets must be submitted during the pay period in which the activity occurred, or submitted no later than the following pay period.

18-14 IN-TOWN TRIPS

In-town field trips shall be paid at the Driver's normal hourly rate. If a field trip Driver rejects any field trip three (3) times in rotation, he or she will be removed from the field trip rotation list for the remainder of the school year. Drivers that are on an approved leave with a leave form submitted seventy-two (72) hours prior to the proposed trip will not be charged a refusal, but will be

considered "not available". The Nye County School District will not be obligated to contact or offer any Driver that is on a proposed leave as stated above.

18-15 TRIP REFUSAL

If an activity trip Driver rejects any trip three (3) times in rotation during a particular activity or sports (season), he/she will be removed from the activity trip rotation for the remainder of that particular sport season. Drivers that are on an approved leave with a leave form submitted seventy-two (72) hours prior to the proposed trip will not be charged a refusal, but will be considered "not available". The Nye County School District will not be obligated to contact or offer any Driver that is on a proposed leave, as stated above. It is understood that if a Driver refuses an activity trip because of verified Organization business, death in the family, or hospitalization, that refusal will not be counted.

18-16 MEETING COMPENSATION

Required disciplinary/parent conferences will be held either thirty (30) minutes pre or post Drivers scheduled route. Any disciplinary/parent conferences will be compensated at the Driver's regular hourly rate. Disciplinary/parent conferences are ones held in person at a school site between parent(s), Driver, site administrator and transportation representative (if available). Disciplinary/parent conferences exclude telephone contact/conference between parent(s) and Driver.

18-17 LODGING

Single lodging accommodations will be pre-arranged by the District for the Drivers during all overnight field trips or sport/activity trips. All such accommodations will be at District's expense. Drivers will be reimbursed according to current U.S. General Services Administration (GSA) rates for the particular area of travel per District policy for all field trips, and or sport/activity trips in excess of eight (8) hours. Reimbursement for expenses shall be made in accordance with salary schedule.

18-18 RIF/RECALL PRIORITY STATUS

RIF'd/Recalled Bus Drivers shall have priority status for relief Bus Driver work which becomes available. RIF'd/Recalled Bus Aides and Monitors shall have priority status for relief Bus Aide/Bus Monitor work which becomes available. A RIF'd/Recalled Employee does not lose this priority status if a paid assignment is declined.

18-19 MEDICAL EXAMINER'S CERTIFICATE

For each member of the bargaining unit that is required by law or the School District to maintain a Commercial Driver's License (CDL), the District will pay for the Medical Examiner's Certificate.

18-20 CDL LICENSE RENEWAL

The District shall pay the cost for license renewal for the qualified bargaining unit member Bus Drivers who have completed at least one (1) year of contracted seniority.

18-21 WORK DAYS

The hours in the work day for Bus Drivers, Bus Aides, and Bus Monitors will be that of their regularly scheduled route/package as bid at the beginning of the school year or whenever the route/package may be rebid in accordance with Article 18-27.

Should the district hold a parent teacher conference that lessens the Bus Drivers, Bus Aides, or Bus Monitors work day, the district shall provide the employee with training or duties to fulfill the employee's regularly scheduled hours.

18-22 BUS AIDE BIDDING AND BUS MONITOR ASSIGNMENT

A procedure for bidding on Bus Aide routes and Bus Monitor packages will be established based on seniority by attendance area, with the most senior employee bidding first. Bidding shall take place within 3-5 business days of the first day of the new school year. The bidding is to reoccur if:

1. A new route/package is to be added,
2. The length of any route/package changes more than one hour,
3. The number of days in a route/package changes.

Additionally, Nye County School District reserves the right to reassign Bus Aides within their attendance area, if hours are equal. This reassignment shall not be for disciplinary purposes. A procedure for assigning Bus Monitors to routes on a daily basis will be established in support of student behavior management.

18-23 BIDDING UNDER 5-DAY SCHEDULE

Bus Drivers and Bus Aides who bid routes which do not include a full five-day schedule (i.e. Early Childhood Routes), will be given priority status on those days (Monday through Friday), during the school year in which they are not regularly scheduled to work. Any additional hours worked under this provision will not be considered an extension of the employee's normal bid hours.

The Priority is based upon the following:

1. Assignments will be offered for needs that only include single day openings (routes assigned for multiple consecutive days will not be considered).
2. A rotation list by seniority will be created at the beginning of the school year (bid day).
3. Employees must give notice that they wish to be added or deleted from the list. Employees subsequently added to the list during the school year will be added to the bottom of the list regardless of seniority. An employee may only go off and back on the rotation list twice (2x) during the school year.
4. Employees may turn down offers of work more than two (2) days (i.e. Monday or Tuesday for a Friday route without any consequences). They will however not be asked again until the rotation list is exhausted.
5. If Employees turn down an offer of work less than two (2) days (i.e. Wednesday or Thursday for a Friday route), the District will not be obligated to offer them a route again for that week regardless of availability.
6. The Employee may turn down offers of work as indicated in item #5 up to three (3) times throughout the school year without consequence. The fourth (4^{th}) turn down of additional work will result in the Employee being removed from the rotation list for the remainder of the school year.

Specific routes being offered to an employee is the District's prerogative.

18-24 FUELING/CLEANING OF BUSES

Bus routes will have time allotted (seven (7) minutes per day for a 5-day week and ten (10) minutes per day for 4-day week assignments in Pahrump) during the regular work day for the purpose of sweeping out the inside of the bus, keeping front windshield and back windows clean, and keeping mirrors clean.

Transportation site personnel are responsible for vehicle fueling for all Pahrump routes. Should this responsibility transition to Bus Drivers, the transportation administration/designee will conduct an audit to adjust allotted time commensurate with the additional duties. In the event transportation personnel are not available for fueling, the bus driver will be allotted five (5) minutes in addition to the minutes allotted for cleaning for a total of 12 minutes for a 5-day week route and fifteen (15) minutes for 4-day week route.

Bus Drivers assigned to Northern community routes are responsible for fueling and cleaning their vehicles within their established work schedules.

18-25 RULES/POLICIES

It will be the duty of the Employees to observe the rules and policies of the District, including, but not limited to, the Nevada Department of Education's Nevada School Bus Driver Training Manual, and the Nye County School Transportation Employee Handbook.

18-26 ANNUAL ROUTE BIDDING

A procedure for bidding on Bus Driver routes will be established based on seniority by attendance area, with the most senior Driver bidding first. Bidding shall take place within 3-5 business days of the first day of the new school year. The Bus Drivers in each attendance area shall be advised via email as to the hours of each route at least 3 business days prior to the date of the bidding procedure. Except in cases of emergency, Drivers must attend the bidding meeting. Should a Driver not attend the meeting, at the conclusion of the bidding process the District has the authority to assign routes to Drivers who failed to attend. In said cases it is the responsibility of the Driver to inform the Transportation Director/Designee of their route preference and the reason for the emergency. Drivers who fail to attend bidding or inform the Transportation Director of their preference shall be RIF'd, with no displacement rights pursuant to Appendix C, should there be no open routes available. Additionally, Nye County School District reserves the right to reassign Drivers, within their attendance area, if hours are equal. This reassignment shall not be done for disciplinary purposes.

a. School Bus Drivers working outside an attendance area the previous school year may bid as the lowest senior driver in another attendance area for the new school year. All other seniority rights shall be recognized after annual route bidding has been completed.

b. An emergency defined for Article 18-26 above shall include all conditions covered under article 13-1 and all subsections 13-2, 13-4 and sudden transportation or any other condition accepted by the Transportation Director/Designee. Unless incapacitated, Employees must be available by phone or place a proxy for bidding.

c. Proxy bids shall be final and binding.

18-27 REBIDDING

There shall be re-bidding if:

a. A new route/package is added;
b. The length of a route/package changes one (1) hour or more;
c. The number of days of a route/package changes;
d. The position is opened by a resignation;
e. The time of a route/package increases resulting in the awarding of benefits.

When re-bidding is done for any of the aforementioned reasons the route(s)/package(s) that shall be re-bid are only the route(s)/package(s) that have been changed or added. All Bus Drivers, Bus Aides, and Bus Monitors in the attendance area shall receive a seventy-two (72) hour written notice of the re-bidding.

The notice shall consist of:

(1) the time and place where the re-bidding will take place;
(2) the affected route(s)/package(s);
(3) the reason for the re-bidding;
(4) the number of hours in the affected route(s)/package(s).

The re-bidding will start with the most senior Employee and continue down the seniority list until the new or changed route(s)/package(s) have been accepted by an Employee.

If an Employee that currently has a route/package takes the new or changed route/package, then his/her route/package shall be re-bid in the same manner before any other bidding can be done. Any necessary subsequent re-bidding will occur during the same meeting.

If any route/package is unfilled through the rebidding process, the job(s) will be posted district wide for transfer for five (5) days. Route(s)/package(s) unfilled through the transfer process, will be offered to RIF'd employees according to the Recall language in Article 9-7.

18-28 TRAINING FOR CONTACTING PARENTS

The Nye County School District shall provide training on how to handle unruly parents/guardians, for when an Employee is required by District Policy to contact parents/guardian(s) concerning discipline problems on his/her bus.

18-29 AUDITING

Auditing of bus routes shall follow the criteria below:

a. Should either an Employee or the Transportation Director/Designee believe the workday of an Employee requires adjustment, upon written request by either party, an audit shall be conducted by the transportation administration/designee.

ARTICLE XIX
SECRETARIES, CLERICAL AIDES, HEALTH AIDES, AND LIBRARY AIDES

19-1 WORK DAY SCHOOL SECRETARIES
The hours in a work day for school secretaries shall be eight (8) hours excluding a thirty (30)-minute duty-free lunch. School secretaries shall have two (2) ten (10)-minute breaks, one (1) in the morning and one (1) in the afternoon at Employee's discretion and Principal's approval.

19-2 WORK DAY CLERICAL AIDES
The hours in a work day for school clerical aides will be those assigned excluding a thirty (30)-minute duty-free lunch. School Clerical aides who work eight (8) hours shall have two (2) ten (10)-minute breaks, one (1) in the morning and one (1) in the afternoon at Employee's discretion and Principal's approval.

19-3 WORK YEAR
School secretaries shall work two-hundred twenty (220) days or two-hundred eight (208) days or one-hundred ninety-five (195) days per year, based on assignment. One hundred eighty-three (183) days will be the same as teachers and the remaining days will be distributed before, during, and after the school year, when school is not in session, at the discretion of the building principal. Any other days necessary for secretaries to work will be compensated at their normal daily rate of pay.

Clerical aides shall work one-hundred ninety-five (195) days per year. One hundred eighty-three (183) days will be the same as teachers and the remaining days will be distributed before, during, and after the school year, when school is not in session, at the discretion of the building principal, with a minimum of eight (8) days before the start of school. Any other days necessary for clerical aides to work will be compensated at their normal hourly rate of pay.

Health aides shall work one-hundred ninety (190) days per year. One hundred eighty-three (183) days will be the same as teachers and the remaining days will be distributed before, during, and after the school year, when school is not in session, at the discretion of the District School Nurse and building principal, with a minimum of three (3) days before the start of school. A survey will be conducted by Human Resources in April of each year to determine the preferred start and end dates, based on school needs. Any other days necessary for health aides to work will be compensated at their normal hourly rate.

Library Aides shall work one hundred ninety (190) days, with a minimum of 6.5 hours per day. One hundred eighty-three (183) days will be the same as teachers, and the remaining days shall be distributed before, during, and after the school year, when school is not in session, at the discretion of the building principal. A survey will be conducted by Human Resources in April of each school year to determine the preferred start and end dates, based on school needs. Any other days necessary for library aides to work will be compensated at their normal hourly rate.

Additional days or overtime hours must be requested in writing and approved by the Chief Operating Officer. Such requests should be made at least five (5) days in advance, if possible. In an emergency, requests shall be made as soon as possible.

19-4 SALARY

Secretaries and Clerical Aides shall have their salaries paid over twelve months.

ARTICLE XX
CUSTODIANS

20-1 CALENDAR OF EVENTS

All custodial personnel shall be given a calendar of known events for their attendance area at the beginning of the student's school year. This list of events shall consist of all known sports activities and other extracurricular activities where there is a need for custodial personnel present. The calendar may be updated monthly if necessary.

Custodians will be given a two (2) work day notice of any and all events/activities where a custodian is needed for set-up/cleanup except during their regular scheduled hours. Employees who do set-up/cleanup beyond their regular working hours will be compensated at the rate of 1 ½ (one and one half) times their normal hourly rate. All overtime hours must be requested in writing and approved by the Chief Operating Officer. Such requests should be made at leave five (5) days in advance, if possible. In an emergency, requests shall be made as soon as possible.

Set-up/cleanup will be offered to custodial Employees of the bargaining unit at the work location where the event/activity is being held. If no custodial Employee accepts the extra duty at their work location, then the District shall offer the extra duty to custodial Employees in that attendance area who have agreed to be placed on an alternate extra duty list. If no Employee accepts the extra-duty, then the District may make other arrangements.

20-2 TESTING

Day Site Maintenance/Custodian Testing:

a. Day Site Maintenance/Custodians will be defined as any Custodian who has a reporting time to start before 10:00 AM during the scheduled school year.

b. Day Site Maintenance/Custodians will be required to pass a test facilitated by the District. This test shall be pass or fail. Once an employee has passed this test, the passing score will not expire.

c. The District will offer this test to District employees, at their request. A passing score must be achieved prior to qualification for transfer or hire. An appointment to test must be scheduled at least five (5) days prior to testing and retesting will be available thirty (30) days after the previous test was administered. Employees must take this test on their own time. Personal leave time may be used, if available.

d. Night Custodians will be defined as any Custodian who has a report time to start at or after 10:00 AM during the scheduled school year the days school is in session. Night Custodians must pass the test before they may be considered for a Day Custodian position.

ARTICLE XXI
PARAPROFESSIONALS

21-1 DAYS OF WORK

The number of days in the work year of Paraprofessionals shall be no less than 183 days. These days will be designated as one hundred seventy-five (175) student days, five (5) in-service days, two (2) days before the start of school, and one (1) day after school ends.

21-2 QUALIFICATIONS

A. Paraprofessionals are required to meet the requirements of the Every Student Succeeds Act (ESSA) of 2015 (ESSA Sections 111, 1112). Paraprofessionals shall:
   1. Have a secondary school diploma or its recognized equivalent, and
   2. Select one of the three options below in order to satisfy the requirements of ESSA:
      a. Completion of at least 2 years of study (48 credits) at an institution of higher education; or

      b. Obtain an Associate's (or higher) degree; or

      c. Pass a formal assessment measuring one's knowledge of and ability to assist classroom teachers in reading, writing, and mathematics.

   3. If a paraprofessional has been determined by another school District or by the Nevada Department of Education as meeting the requirements of ESSA, NCSD will accept such findings.

ARTICLE XXII
TECHNOLOGY AND DATA TECHNICIANS

22-1 SAFETY
Employees and employer recognize that Technology and Data Technicians are required to work in a wide variety of work locations and conditions throughout the District. An Employee shall have the right to refuse to expose him/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. The Employee shall give notice of the condition to his/her supervisor and shall be subject to assignment to another work location or duty while the condition is being investigated and/or corrected.

22-2 SCHEDULING OF WORK
The District and Organization acknowledge that much of the work required of Technology technicians must occur outside the normal working day. The Technology Supervisor shall determine weekly work assignment hours based upon work orders received and pending projects with input from Technology technicians. Technology technicians shall work a minimum of forty (40) hours per week.

22-3 PROFESSIONAL DEVELOPMENT
Recognizing that the implementation of new technology changes may create training requirements for the Technology and Data technicians, the District shall determine that if new or greater skills are required than are already possessed by the affected technicians under the present methods of operation, then such members shall, at the reasonable expense of the District, be given a reasonable period of time to acquire skills/certifications necessitated by the method of operation or technology. The District, in requiring the new skills shall pay for the training.

Technology and Data technicians may attend a workshop, conference or seminar related to his/her work assignment during his/her regular work hours provided the following conditions are met:

a. Approval of supervisor,
b. Coverage of work assignment without additional cost being incurred (e.g., substitute, compensatory time);
c. Documentation provided to validate attendance.

22-4 DISTRICT VEHICLES
At each work site (North/South Nye County), the Nye County School District shall provide transportation for Technology technicians, when necessary, following the NCSD policy regarding use of District vehicles and/or personal vehicles.

22-5 TECHNOLOGY AND DATA TECHNICIAN RIGHTS AND PROTECTION
In the exercise of the powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Nevada and the Constitution and Laws of the United States.

The District reserves the right to take any reasonably necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a relatively temporary change in circumstances and demands immediate action. Technology and Data technicians may encounter work assignments that could expose him/her to confidential material or sensitive information and should not be unreasonably held responsible or liable for any unauthorized or illegal use of technology committed by other parties.

ARTICLE XXIII
SAVINGS CLAUSE

23-1

The parties agree that in the event any provision of this Agreement is held by legislation or a court of competent jurisdiction to be contravention of any such laws, they shall enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXIV
DURATION

24-1 AGREEMENT

This Agreement shall be effective as of the date of ratification by both the NCSSO and the Nye County School District Board of Trustees and shall remain in effect thru the 30th day of June 2027, as per NRS 288

24-2 EFFECTIVE PERIOD

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 effect, until such a successor Agreement is negotiated and ratified by both parties

24-3 DATES AND SIGNATURES

This Agreement is Signed this 13th Day of April, 2026.

IN WITNESS THEREOF

For the Nye County Support Staff Organization

PRESIDENT (NCSSO)

VICE PRESIDENT (NCSSO)

SECRETARY (NCSSO)

For the Board of Trustees Nye County School District

PRESIDENT (NCSD BOT)

CLERK (NCSD BOT)

NCSD CHAIRPERSON
DIRECTOR OF HR

APPENDIX A
SALARY SCHEDULE
July 1, 2025 – June 30, 2026

NYE COUNTY SCHOOL DISTRICT - 2025-2026

NCSSO

Adopted:	3/19/2026
Effective:	7/1/2025
Increase:	1.625%
PERS Reduction:	(1.625%)
NON-EXEMPT	

Steps

	0	1	2	3	4	5	6	7	9	11	12	14	15	17
Grade 2	20.10	21.51	22.86	24.21	25.58	26.94	28.28	29.65	31.00	32.40	33.75	35.09	36.49	37.94
Grade 3	17.83	18.35	18.89	19.40	19.92	20.46	20.98	21.52	22.07					
Grade 4	17.79	19.44	21.13	22.80	24.44	26.15	26.16	29.51	31.15	32.88	34.59			
Grade 5	18.11	19.33	20.63	21.89	23.20	24.42	25.69	27.01	28.28	29.60	31.00			
Grade 5A	21.64	23.17	24.71	26.21	27.76	29.27	30.77	32.33	33.86	35.46	37.14			
Grade 5B	21.64	23.56	25.62	27.63	29.66	31.65	33.66	35.66	37.69	39.81	42.03			
Grade 6	18.66	19.33	20.63	21.89	23.20	24.42	25.69	27.01	28.28	29.30	30.37	31.46		
Grade 7A	19.57	21.12	22.68	24.22	25.78	27.34	28.90	30.45	32.00	33.56	35.10	36.65	38.29	40.02
Grade 8	28.58	29.39	30.27	31.19	32.11	33.06	34.03	35.05	36.10	37.19	38.30	39.45	40.63	
Grade 9	30.75	32.23	33.69	35.18	36.62	38.06	39.57	41.05	42.49	43.98	45.52	47.11	48.75	
Grade 9A	32.96	34.43	35.89	37.38	38.82	40.28	41.77	43.25	44.69	45.08	47.72	49.31	50.95	
Grade 10	19.57	21.12	22.68	24.22	25.78	27.34	28.90	30.45	32.00	33.56	35.10	36.65	38.29	40.02
Grade 10A	18.04	19.69	21.38	23.05	24.69	26.40	26.41	29.76	31.40	33.13	34.94			
Grade 11	18.02	19.28	20.56	21.78	23.10	24.32	25.62	26.87	28.08	29.35	30.67	32.04	33.48	
Grade 12	18.68	19.56	20.46	21.35	22.24	23.13	24.04	24.92	25.81	26.71	27.60	28.52	29.52	
Grade 12A	19.39	20.28	21.18	22.08	22.97	23.86	24.76	25.64	26.53	27.43	28.33	29.23	30.26	
Grade 14	20.02	21.15	22.26	23.42	24.55	25.67	26.82	27.95	29.07	30.21	31.35	32.35	33.48	
Grade 14A	20.75	21.56	22.99	24.15	25.28	26.40	27.54	28.68	29.80	30.93	32.06	33.24	34.57	
Grade 18	29.55	30.87	31.73	32.69	33.59	34.51	35.41	36.31	37.24	38.14	39.06	40.04		
Grade 19	20.10													
Grade 19A	0.43													

Three years acceptable experience upon verification allowed on this schedule within thirty (30) days from date of hire in job classification.

Grade 2 Bus Driver 175 days
Grade 3 Desktop Support Tech 260 days
Grade 4 Clerical Aide-195 days & Health Aide-190 days
Grade 5 Library Aide-190 days
Grade 5A Paraprofessionals & COTA -183 days
Grade 5B Paraprofessionals (before 8/94) -183 days
Grade 6 Bus Aide/Bus Monitor -175 days
Grade 7A Secretary III - 220 days
Grade 8 LPN - 190 days
Grade 9 Educational Interpreter I - 183 days
Grade 9A Educational Interpreter II - 183 days
Grade 10 Secretary II - 208 days
Grade 10A Secretary I - 195 Days
Grade 11 Campus Monitors 180 days
Grade 12 Night Custodian 3 (after 8/94) 260 days
Grade 12A Day Site Maintenance/Custodian (after 8/94) 260 days
Grade 14A Day Site Maintenance/Custodian (before 8/94); Technology Tech I 260 days
Grade 18 TechnologyTechnician II 260 days
Grade 19 Extra-Curricular Activity Trips Hourly
Grade 19A Extra-Curricular Activity Trips mileage

An employee who has reached the top of their particular grade on the above salary schedule prior to the 25/26 school year will be allowed 2% over that particular salary.

APPENDIX A
Salary Schedule
July 1, 2026 – June 30, 2027

NYE COUNTY SCHOOL DISTRICT - 2026-2027

NCSSO

Adopted	3/19/2026
Effective	7/1/2026
Increase	0%
NON-EXEMPT	

Steps	0	1	2	3	4	5	6	7	8	11	12	14	16	17
Grade 2	20.10	21.51	22.96	24.21	25.58	26.94	28.28	29.65	31.00	32.40	33.75	36.09	36.49	37.94
Grade 3	17.63	18.35	18.89	19.40	19.92	20.46	20.98	21.52	22.07					
Grade 4	17.79	19.44	21.13	22.80	24.44	25.15	28.16	29.51	31.15	32.89	34.69			
Grade 5	16.11	19.33	20.63	21.89	23.20	24.42	25.69	27.01	28.28	29.60	31.00			
Grade 5A	21.64	23.17	24.71	26.21	27.76	29.27	30.77	32.33	33.86	35.46	37.14			
Grade 5B	21.64	23.58	25.62	27.63	29.66	31.65	33.66	35.66	37.69	39.81	42.03			
Grade 6	16.66	19.33	20.63	21.89	23.20	24.42	25.69	27.01	28.28	29.30	30.37	31.46		
Grade 7A	19.57	21.12	22.68	24.22	25.78	27.34	28.90	30.45	32.00	33.56	35.10	36.65	38.29	40.02
Grade 8	28.56	29.39	30.27	31.19	32.11	33.06	34.03	35.05	36.10	37.19	38.30	39.45	40.63	
Grade 9	30.76	32.23	33.69	35.18	36.62	38.09	39.57	41.05	42.49	43.98	45.52	47.11	48.75	
Grade 9A	32.96	34.43	35.89	37.38	38.82	40.28	41.77	43.25	44.69	46.08	47.72	49.31	50.95	
Grade 10	19.57	21.12	22.68	24.22	25.78	27.34	28.90	30.45	32.00	33.56	35.10	36.65	38.29	40.02
Grade 10A	18.04	19.69	21.35	23.05	24.69	26.40	28.41	29.76	31.40	33.13	34.94			
Grade 11	18.02	19.28	20.56	21.78	23.10	24.32	25.62	26.87	28.08	29.35	30.67	32.04	33.48	
Grade 12	18.68	19.56	20.46	21.35	22.24	23.13	24.04	24.92	25.81	26.71	27.60	28.52	29.52	
Grade 12A	19.39	20.28	21.18	22.08	22.97	23.86	24.76	25.64	26.53	27.43	28.33	29.23	30.26	
Grade 14	20.02	21.15	22.26	23.42	24.55	25.67	26.82	27.95	29.07	30.21	31.35	32.35	33.48	
Grade 14A	20.75	21.88	22.99	24.15	25.28	26.40	27.54	28.68	29.80	30.93	32.08	33.24	34.57	
Grade 18	29.95	30.97	31.78	32.69	33.59	34.51	35.41	36.31	37.24	38.14	39.06	40.04		
Grade 19	20.10													
Grade 19A	0.43													

Three years acceptable experience upon verification allowed on this schedule within thirty (30) days from date of hire in job classification

Grade 2 Bus Driver 175 days
Grade 3 Desktop Support Tech 260 days
Grade 4 Clerical Aide-185 days & Health Aide-190 days
Grade 5 Library Aide-190 days
Grade 5A Paraprofessionals & COTA -183 days
Grade 5B Paraprofessionals (before 8/94) -183 days
Grade 6 Bus Aide/Bus Monitor - 175 days
Grade 7A Secretary III - 220 days
Grade 8 LPN - 190 days
Grade 9 Educational Interpreter I - 183 days
Grade 9A Educational Interpreter II - 183 days
Grade 10 Secretary II - 208 days
Grade 10A Secretary I - 195 Days
Grade 11 Campus Monitors 180 days
Grade 12 Night Custodian 3 (after 8/94) 260 days
Grade 12A Day Site Maintenance/Custodian (after 8/94) 260 days
Grade 14A Day Site Maintenance/Custodian (before 8/94); Technology Tech I 260 days
Grade 18 TechnologyTechnician II 260 days
Grade 19 Extra-Curricular Activity Trips Hourly
Grade 19A Extra-Curricular Activity Trips mileage

An employee who has reached the top of their particular grade on the above salary schedule prior to the 26/27 school year will be allowed 2% over that particular salary

APPENDIX A-1
FIELD/SPORT ACTIVITY BUS MILEAGE AND DOWN TIME COMPENSATION

See Appendix A, Salary Schedule Grade 19 and 19A on page 49-50.

APPENDIX B
FIELD TRIP / SPORT and ACTIVITY RUNS

Regular Bus Drivers of the bargaining unit shall have the first right of refusal for all field trips, sport, and activity runs, based on a rotation list established by seniority in their attendance area, at the beginning of each new school year at bidding.

1. These lists shall be created and managed by the Director of Transportation/Designee and separated by the following areas: Amargosa/Beatty, Gabbs, Pahrump, Round Mountain and Tonopah.
2. There shall be one (1) list for field trips and one (1) combined list for sports and activity runs in the Northern attendance areas.
3. Pahrump shall have two (2) lists for field trips (in-town and out of town) and one (1) list for sports/activity runs.
4. These lists shall be created at the beginning of each school year at bidding.
5. These lists shall be accessed in rotation (not starting at the top of the list each time it is accessed).
6. Only qualified Employees may be added to the lists during the year without mutual consent of the NCSSO and NCSD. Those Employees qualified to drive a bus being added to the list shall be placed on the bottom of the list and shall be skipped for their first trip.
7. Provisions to remove an Employee from the rotation list are listed in Article 18-12, Article 18-15, and Article 18-23.6.

If a field trip/sports or activity run trip cannot be filled by the above methods then the District may assign a non-bargaining unit member qualified to drive bus for that attendance area until which time the list is no longer exhausted.

Exception to Articles 18-11 and 18-12.
When it is proven that accepting a field trip, sports or activity run, shall cause loss of wages to an Employee, the Employee in rotation by list, may refuse without consequence.

APPENDIX C
REDUCTION IN FORCE PROCEDURES

1. Attrition by resignation and retirement shall be utilized as the first means of Employee reduction within each affected job classification.

2. Reduction in force of current Employee(s) shall be by job classification seniority, with least senior Employee(s) reduced first at the affected attendance area and location.

   2-1. The Paraprofessional seniority list shall be determined based on the category that the Paraprofessional is listed under. (See Article 9-2)

3. Determine the job classification seniority of the Employee(s) in the affected locations in the affected attendance areas.

4. Identify the individual Employee(s) with the least job classification seniority in each location in the affected attendance areas where position(s) are being eliminated.

5. This/these Employee(s) have the right to a vacancy of equivalent hours within the affected attendance area within the category of his/her position (please see 5-1 for exception). Should no vacancies be available, this/these Employees have the right to displace the least senior employee in that job classification in the affected attendance area who has equivalent hours/benefits. If a displacement with equivalent hours/benefits is unavailable, this/these Employees will have the right to displace the least senior employee with comparable hours, provided those hours do not exceed their previous hours. If this/these Employee(s) refuse their right to displace, they will be placed on the recall list in their job classification as noted in Article 9-8, and be offered vacancy and/or recall options as they become available. If a displacement is accepted, the displaced least senior employee will then be placed on the Recall list, in their job classification as noted in Article 9-8, and be offered vacancy and/or recall options as they become available.

   5-1. Paraprofessionals shall only displace Bargaining Unit Members within their paraprofessional category. The Paraprofessional will be classified as a 1:1 or Paraprofessionals.

   5-2. For all 1:1 Paraprofessionals, should no vacancies be available, the employee(s) whose position(s) is/are being eliminated, will first displace within the 1:1 seniority list. Should no 1:1 displacement option(s) be available, this/these Employees have the right to displace the least senior employee in the Paraprofessional(s) category, in the affected attendance area who has equivalent hours/benefits.

6. If the Employee(s) whose position(s) is/are being eliminated, refuses reassignment to the role vacated by the RIF of the least senior employee, they have the right to a vacancy of equivalent hours/benefits within the affected attendance area within the category of his/her position (please see 5-1 for exception). Should no vacancies of equivalent hours/benefits

be available, this/these Employee(s) have the right to displace the lest senior employee with comparable hours, provided those hours do not exceed their previous hours, in that job classification in the affected attendance area who has equivalent hours/benefits. If this/these Employee(s) refuse their right to displace, they will be placed on the recall list in their job classification as noted in Article 9-8, and be offered vacancy and/or recall options as they become available.

The position offered as a reassignment will then be posted, pursuant to Article 9-11.

7. RIF'd and/or displaced bargaining unit members shall have three (3) business days, from the time they are notified by email of their reassignment, vacancy, displacement, or recall options, to notify the district of their intent to either accept or decline positions offered.

APPENDIX D
4-DAY SCHOOL WEEK

I. The District has negotiated over the impacts and effects of the decision to implement a 4-day school week at school sites.

a. No Employee or position of the recognized bargaining unit, employed in work sites implementing a 4-day school week, loses salary, hours of work, benefits or any other rights provided by the Master Contract solely due to the change to a 4-day school week.

b. An Employee working more than 40 hours in any normal work week shall be compensated at the rate of 1 and ½ times the Employee's current rate of pay.

II. The hours in the workday for any returning bus driver as long as the 4-day school week is in place, and will be determined by the needs of the routes. The total number of hours per week will be no less than the final approved PAR (Personnel Action Request) for the school year ending prior to the 4-day conversion.

The drivers will make up the difference between the 4-day regular workday total of hours and the referenced previous weekly hours by one or both of the following methods:

a. If they take a field/activity trip on a Friday or Saturday of any week they may be paid for the standby hours on the trip at their regular rate of pay in lieu of the standby rate listed in 20-4BD, up to the number of hours they are short. They may accumulate these unworked hours on a calendar month basis. All hours must be worked by the last day of the current school year.

b. Drivers will perform other duties at the school site per the Principal's direction. These duties may include but not be limited to cleaning windows, sweeping, vacuuming, or fueling any District vehicle (not including their regularly assigned bus). This and any other assigned work will be done continuously at the end of the morning route or prior to the afternoon route.

III. For the purposes of a 4-day school week, all references in the Master Contract to calendar days shall not change. All other references to work days, leave days, holidays, and benefit related items in the Master Contract shall be converted from days to hours.

While in an active, paid status, all eligible full-time Bargaining Unit Members shall receive paid holidays at their regularly scheduled number of hours for each recognized holiday which occur during the Employee's regular workweek/work year only, as established by the NCSD 4-day week academic calendar and the employee work calendar.

a. The normal workweek shall be Monday through Thursday. Employees working more than four (4) hours per day will be granted one (1) thirty (30) minute duty-free break, upon request.

b. The District and the Organization will negotiate as soon as reasonably possible any oversights arising from the 4-day school week implementation in any school or attendance area.

c. It will remain the sole discretion of the District for the length of the 4-day program in any school or attendance area.

d. The language in this section supersedes any conflicting language in the Master Contract negotiated between the Organization and the District.