

NEGOTIATED AGREEMENT

Between

WASHOE COUNTY SCHOOL DISTRICT

And

SCHOOL PSYCHOLOGIST ASSOCIATION OF WASHOE

2024-2027

July 1, 2024

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PREAMBLE

WHEREAS, pursuant to the provisions of Chapter 288 of the Laws of the State of Nevada, known as the Local Government Employee-Management Relations Act, the School Psychologist Association of Washoe (hereinafter referred to as "SPAW" or the "Association") has been recognized as the exclusive bargaining representative for the unit hereinafter described by the Washoe County School District Board of Trustees (hereinafter referred to as the Board of Trustees), and

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

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

ARTICLE 1 DEFINITIONS

- 1.1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "employees" as used in this Agreement, shall refer to employees who are paid on the School Psychologists' salary schedule with the exception of such employees who are excluded by NRS 288. School Psychologist Employees are exempt under FLSA standards and require a School Psychologist License to perform the job responsibility.
- 1.3 The term "Agreement" shall refer to the name of this document as the Professional Negotiation Agreement between the Washoe County School District ("District") and the SPAW.
- 1.4 The term "Board of Trustees," as used in this Agreement, shall refer to the Board of Trustees of the Washoe County School District and is the entity known as the local government employer in NRS 288.
- 1.5 The term "Association," as used in this Agreement, shall refer to the SPAW, as the bargaining agent.
- 1.6 The term "District" as used in this Agreement, shall refer to the Washoe County School District.
- 1.7 The term Superintendent as used in this Agreement, shall refer to the Superintendent of Schools of the District or the designated representative of the Superintendent.
- 1.8 The terms "Board of Trustees" and "Association" will include authorized officers, representatives, and agents. Despite references to "Board of Trustees" and "Association," as such, each reserves the right to act hereunder by committee-designated representatives.
- 1.9 The term "School Year" shall refer to the public school year as defined in NRS 388.080, which states: "...the public school year commences on the 1st day of July and ends on the last day of June."
- 1.10 The term "Immediate Family," pertaining to the use of leave, shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandchild, foster parent, brother (in-law), sister (in-law), daughter (in-law), son (in-law), mother (in-law), or father (in-law), foster child, stepchild, step parent, or any other person living in the immediate household of the administrative employee.

ARTICLE 2 RECOGNITION

- 2.1 The Board of Trustees recognizes the SPAW as the exclusive representative of all "employees" as defined in Article 1.2.
- 2.2 Any reference to individual employees in this agreement shall be gender neutral and referred to as they/them/their when applicable. This shall be applicable to all employees regardless of gender.

**ARTICLE 3
FAIR PRACTICES**

- 3.1 The Association must represent equally all personnel within the bargaining unit. The Association will continue to admit eligible persons to membership and participation in its affairs without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

**ARTICLE 4
NO STRIKES/WORK STOPPAGES**

- 4.1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the District during the term of this Agreement, in accordance with the provisions of NRS Chapter 288.

**ARTICLE 5
IMPASSE**

- 5.1 If the District and the SPAW are unable to reach agreement as a result of negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

**ARTICLE 6
DISABILITY CLAUSE**

- 6.1 If an employee becomes disabled as defined by the Americans with Disabilities Act (ADA), any potential transfer shall be implemented in accordance with the ADA and the exclusive remedy for an alleged violation of Article 6 shall be those remedies available under the ADA and NRS Chapter 233.

**ARTICLE 7
GENERAL SAVINGS CLAUSE**

- 7.1 If any provision of the Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE 8
DUES DEDUCTION**

- 8.1 Upon written authorization from the employee, the District agrees to deduct Association dues from the salaries of employees covered by this Agreement exclusively for members of the School Psychologist Association of Washoe. These monies shall be transmitted promptly to the organization.
- 8.2 The Association will certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 8.3 Deductions referred to in Section 8.1 will be made in equal installments, once each month during the year. The District will honor any month's deductions authorization which is received by the first day of the month of the payroll from which the deductions are to be made.
- 8.4 No later than October 10 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues for the organizations named in Section 8.1. Copies of the executed dues authorization for all employees must be submitted to the District. The Association will notify the District monthly of any changes to this list. Any employee desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 10 of each year for that year's dues and the Association must notify the District in writing to discontinue the employee's deduction.
- 8.5 Upon termination of an employee covered by this Agreement, the current month's dues will be deducted from the final check.

The District agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other organization attempting to represent employees for the purpose of collective bargaining related to salaries, hours, working conditions and other fringe benefits for its members.

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

ARTICLE 9 TEMPORARY LEAVES OF ABSENCE

9.0 LEAVE NOTIFICATION/REQUESTS/APPROVAL

In order to be granted leave, employees shall submit the appropriate form designated by Human Resources which will cover all temporary leave of absences, extended leave of absence, or any other leave described herein, and the conditions for notification, request and approval. All forms shall be accessible from the District's website.

9.1 ADMINISTRATIVE LEAVE

Upon prior notification to the immediate supervisor, four (4) administrative leave days shall be granted each year to employees. Administrative leave days may be accumulated to a maximum of eight (8) days over consecutive school years; however, only four (4) consecutive days will be granted per leave request, except in extenuating circumstances as approved by the appropriate supervisor. No deduction from salary will be made by the District and no deduction from accumulated sick leave will be made. However, if an employee's contract work days are increased to 230 or more, then the administrative leave days will be reduced to two (2) per year.

9.2 BEREAVEMENT LEAVE

Employees may be granted one or more leaves of absence with pay for bereavement of an immediate family member as defined in article 1 of this agreement. Bereavement leave shall not to exceed twelve (12) days per occurrence and shall be deducted from accrued sick leave.

Up to five (5) days per school year of bereavement leave may be granted to attend the funeral of a close, personal friend.

9.3 COMMUNITY SERVICE LEAVE

Upon written request, a leave of absence not to exceed five (5) days in any contract year may be granted by the Chief Human Resources Officer or their designee for participation in civic or community activities which provide educational service to the School District. Such activities shall include, but not be limited to, service clubs, religious observances, charitable organizations, and political parties. No deduction from salary shall be made for approved leaves of this type.

9.4 EDUCATIONAL SERVICES LEAVE

At the employee's request and with the department chief's approval, employees shall be excused from their regular duties to organize or participate in events which provide educational service to the School District.

9.5 JURY DUTY LEAVE

An employee who serves as a member of a jury shall not have a loss in pay due to such service. However, any jury pay received by the employee shall be turned in to the Business and Finance Department of the District. An employee who is subpoenaed to testify or to provide a deposition in a proceeding in which they are not a party

shall not have loss in pay due to such absence. However, any witness fees received shall be turned in to the Business and Finance Department of the School District.

9.6 MILITARY LEAVE

Employees who serve under orders in military program shall have no loss of salary from the District for participation in such programs for up to fifteen (15) school days per school year.

9.7 PERSONAL BUSINESS LEAVE

Upon reasonable and prior notification to the immediate supervisor, two (2) days of personal business leave shall be granted each year and deducted from accumulated sick leave. The leave will be granted if the personal business is such that it will not reflect adversely on the School District.

9.8 PROFESSIONAL LEAVE

Bargaining unit members are encouraged to participate in continuing education, professional organizations and community projects as well as earn advanced degrees and special studies that promote professional development.

With the approval of the immediate supervisor, leave may be granted for the purpose of attending professional meetings, workshops, seminars, conferences, assemblies and conventions, with no deduction from salary, if it is determined such attendance will render an educational service of value to the District and professional growth for the employee.

9.9 PUBLIC OFFICE LEAVE

Except where in conflict with any law or applicable federal or state rule, any employee elected to a public office may request, the acknowledgment of the immediate supervisor with the Superintendent's (or their designee's) approval, a leave of absence without pay to discharge the office duties.

9.10 VISITATION LEAVE

Upon approval of the immediate supervisor, employees may be granted leave to visit schools outside of the District for the purpose of observing methods of discipline, organization, methods of instruction, experimental programs or other activities related to education the employee's current position. No deduction from salary shall be made for visits of this type.

**ARTICLE 10
EXTENDED LEAVES OF ABSENCE**

10.1 EXTENDED LEAVE OF ABSENCE

10.1.1 Upon written petition to the Chief Human Resources Officer, or their designee, for submission to the Superintendent, supported by a letter from the immediate supervisor recommending such leave, any post-probationary employee may request, upon showing good and sufficient reasons including care of a member of the employee's immediate family, a leave of absence without pay for a period of time of one (1) year or more. Requests for the above leave shall be in writing and received by the Human Resources Office no later than April 15, except when approved by the Chief Human Resources Officer or their designee in extenuating circumstances. Leaves of less than one (1) year may be approved by the Chief Human Resources Officer, or their designee.

10.1.2 Written notice must be filed with the Chief Human Resources Officer, or their designee by March 1, of the school year during which the leave is effective, stating whether or not the employee plans to return. Failure to give such notice will automatically forfeit the right for the employee to return.

Upon written application to the Chief Human Resources Officer or their designee, showing unusual and extenuating circumstances necessitating an extension of the leave of absence, the Chief Human Resources Officer, or their designee may, at their discretion, extend the leave for an additional period

up to twelve (12) calendar months. The request to extend the leave of absence must be made no later than March 1 of the school year which the leave is effective.

Upon written application to the Chief Human Resources Officer or their designee, showing extreme emergency, a leave extension of up to twelve (12) calendar months may be requested after March 1 of the school year which the leave is effective.

The employee shall be notified of the Chief Human Resources Officer or their designee's decision for leave and/or for extension of leave within (10) days of the petition/application, unless more time is mutually agreed upon by the parties.

- 10.1.3 Employees granted a leave of absence will return to duty at the same placement on the salary schedule as shown at the date leave was granted, unless the employee has qualified for advancement. While assurances cannot be given to the employee, every effort shall be made to place the employee in the same position, classification, assignment, or scope. If the same position, classification, assignment or scope is not available upon return of the employee, then the provisions of Article 18 shall apply. The employee shall also be credited with the unused leave accumulated at the time the leave of absence was granted.

Upon approval of extended leave including any approved extensions, the District agrees to backfill the employees' position at the District's discretion on a limited term basis for the backfilled position.

10.2 FAMILY LEAVE

- 10.2.1 Employees are eligible to receive leave under the Federal Family and Medical Leave Act of 1993 (FMLA) 29 U.S.C. 2601 et seq for childbirth, child rearing, adoption or illness of a family member. An employee may request in addition to the leave already provided under the FMLA, an additional 12 weeks of unpaid Family Leave.
- 10.2.2 In order to obtain unpaid Family Leave, an employee must provide application in writing with appropriate documentation for Family Leave to the Chief Human Resources Officer or their designee at least (1) month prior to the commencement of the requested leave unless extenuating circumstances prevent the employee from doing so in which case leave may be granted at the discretion of the Chief Human Resources Officer or their designee.
- 10.2.3 No benefits shall accrue to the employee while on a unpaid child-rearing leave, except the employee shall be credited with one (1) year of service for salary advancement, if the employee has worked the major portion of the contract days at the time such leave commenced. Upon the employee's return, the employee shall be credited with any accumulated unused sick leave.
- 10.2.4 Employees granted Family Leave will return to duty per Article 10.1.3 of this agreement.
- 10.2.5 Employees may request additional leave per Article 10.1 Extended Leaves of Absence.
- 10.2.6 In the event the employee is on probation, the year will not be counted toward completion of the probationary period unless the employee has worked the major portion of the contract days at the time the Family leave commenced.

ARTICLE 11 SPAW LEAVE

- 11.1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of forty (40) days leave without loss of pay for Association members to attend Association meetings, conferences, workshops legislative sessions, and conventions. No individual shall be granted approval for more than twenty (20) days of the forty (40) days allocated to Association representatives, with the exception of the President of the Association. Per diem and/or travel shall not be provided by the District.

ARTICLE 12
SICK LEAVE, DISABILITY BENEFITS, AND SICK LEAVE BANK

- 12.1 Each employee shall be credited with fifteen (15) days of sick leave at the beginning of the school year. Accumulation shall be unlimited. The full fifteen (15) days of sick leave are not earned until the employee has completed the entire school year.

If the employee leaves the system before all of their sick leave is earned, a payroll deduction will be made for any unearned days of sick leave used.

Employees who begin service later in the contract year shall be credited with the number of sick leave days that may be prorated for each month of service that may be completed by the end of the contract year.

- 12.1.1 If the employee leaves the system after being with the Washoe County School District for ten (10) continuous years or more, they will be paid out a maximum of 25 percent of their sick leave based on the amount of sick days they accumulated and is to not exceed the number of days of the current contract year. If the number of applicants exceed the amount of money allotted for the sick leave payout, then the percentage will be prorated to maximize the number of employees receiving the payout. The calculation is based on the proportional amount that is initially established by the District in calculating all sick leave buyout. The parties agree to follow District Administrative Regulation 4142.1
- 12.2 Sick leave is to be used only if the employee is unable to perform their duties. If, in the opinion of the Chief Human Resources Officer, or their designee, reasonable cause exists, verification of the employee's illness or disability or verification of the employee's fitness to return to work may be required in order to charge any portion of the absence to sick leave. If such verification is requested it shall be in writing and provide the detail of the reasonable cause. The Chief Human Resources Officer, or their designee, may require an independent medical examination of the employee at the School District's expense, with a physician selected by the District. No loss of time shall be born by the employee for directed medical examinations. The results of such examination are to be forwarded to the District and to the employee. Independent medical examinations are to be required judiciously.
- Leave with pay for an operation shall be allowed, provided the attending physician certifies that the operation should be performed without delay. Verification from the attending physician may be required at the District's expense.
- 12.3 The District will notify employees monthly of accumulated days of sick leave.
- 12.4 Employees may be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days, per school year, for unavoidable absence because of a serious accident or critical illness within the Immediate Family as defined in Article 1 of this Agreement. Employees may request from the Superintendent an extension of family illness leave.
- 12.5 Under this Agreement, all employees may become members of the Sick Leave Bank by voluntarily contributing two (2) sick leave days for the establishment and operation of the Bank. SPAW understands and accepts that this Bank is to assist employees who have profound long-term illness or disabilities and who have exhausted their sick leave and administrative leave accumulation.
- 12.5.1 At the beginning of each school year, there will be a five (5) week open enrollment period. All employees are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five (5) weeks of its mailing.
- 12.5.2 Only individuals who have contributed to the bank are eligible for benefits.
- 12.5.3 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Association. The Association holds the District harmless in the event of any action by an employee relative to use of the bank.

- 12.5.4 The maximum accumulated number of days which any one person can be granted from the bank during their period of employment with the District is seventy-five (75) days per year. There is a lifetime cap for employees (during the time of their employment) of 205 days.
- 12.5.5 The maximum number of days which can be used from the Sick Leave Bank for all employees combined in any given year will be 225.
- 12.5.6 In the event that requests exceed the total number of days available in a given year, and additional days are available in the Sick Leave Bank, an appeal for the use of additional days from the Sick Leave Bank may be made to the Superintendent by the Association.
- 12.5.7 Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in re-instatement of the time contributed to the Bank.
- 12.5.8 If the total number of days in the Sick Leave Bank is less than 100, the Association will inform the Sick Leave Bank membership that a special assessment of one (1) sick leave day per member will be made in the month of July.

The District will notify the affected associations of the sick leave balance when it falls below 100 days. The association will work with the District and affected associations for a special assessment as soon as possible to restore the sick bank balance. The association shall not approve sick bank use without District acknowledgement while the sick bank is below 100 days.
- 12.5.9 At the end of each fiscal year, all days in the bank will be carried over to the next fiscal year.
- 12.5.10 Any employee who retires from the District may elect to donate ten (10) accumulated sick days at the time of their retirement from their remaining accumulated sick leave.
- 12.5.11 Procedures required for the reporting of all information relevant to membership and use of the Sick Leave Bank will be jointly developed by the Association and Human Resources.

**ARTICLE 13
ADVISORY COUNCIL**

- 13.1 An Advisory Council shall be established by the Association and the Superintendent.
- 13.2 The purpose of the council is:
 - 13.2.1 to advise the Superintendent regarding procedures, practices, and programs which will result in a more productive educational and operational atmosphere in the District;
 - 13.2.2 improve employee morale;
 - 13.2.3 apprise the Superintendent and staff of actual or potential problems involving the District;
 - 13.2.4 improve communication between employees, the Superintendent, and staff; and
 - 13.2.5 secure maximum productive and constructive involvement of all employees in their primary goal, which is the educational process of the District.
- 13.3 The Council shall consist of the Superintendent, who shall act as the chairperson; the President, Vice President of the Association; and one (1) member of the Association, the member may include an Advocate of SPAW; and others who may be called upon by the Superintendent or the Association to attend the meetings.
- 13.4 The Superintendent shall convene the Advisory Council at least four (4) times a year. Additional meetings may be held with the mutual consent of the Superintendent and the President of SPAW.

- 13.5 The agenda of each meeting shall be determined in advance. Both the Superintendent and the Association may place on the agenda any item dealing with the policies, procedures, or welfare of the public schools of Washoe County. Subjects which are mandatory topics for collective bargaining or are covered by the Negotiated Agreement will be excluded from Advisory Council agendas.
- 13.6 The Advisory Council shall adopt its own operational procedures.
- 13.7 Either party may call a meeting of the Advisory Council subject to the provisions of 13.4.

**ARTICLE 14
USE OF FACILITIES**

- 14.1 The Association shall have the right to use school mailboxes and the inter-school mail service and faculty bulletin boards for organizational materials, provided that all such materials are signed by an Association officer or are clearly identified as Association materials and the Association accepts the responsibility for such material. Copies of all such materials shall be provided to the Superintendent. The Association and individual members will not be prohibited from judicious use of the school mail service and employee bulletin board for Association purposes.
- 14.2 The Association shall be allowed the use of school buildings for Association meetings on regular school days so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific educational activities and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of the building on other than school days requires the approval of the Superintendent in addition to the conditions and approvals of the facility use process and procedures. Any added expense resulting from Association use shall be paid by the Association.

**ARTICLE 15
REQUIRED WORKDAYS**

- 15.1 The minimum number of regularly scheduled working days for employees will be specified in the individual employment agreement.
- 15.2 With the prior approval of the employee's immediate supervisor and appropriate Associate Chief or the appropriate member of the Executive Cabinet, all days worked by an employee may count toward the minimum number of contract days required for that employee, including holidays and weekends.
- 15.3 If, due to the scope of the administrative job, the employee is required by their immediate supervisor to work extra days above and beyond the maximum contract days, the employee shall be eligible to take an equal amount of - flex time within the same pay period with supervisor authorization. It will be the responsibility of the employee to keep records of those days and provide the days with appropriate documentation (written explanation of situation and account of need to be there) to their immediate supervisor in order to be eligible for flex time.
- 15.4 If an employee's scope of job responsibilities requires them to respond in-person to extraordinary emergency situation (i.e., natural disasters, public health or safety emergencies, a state of emergency or declaration of disaster proclaimed by the Governor and affecting Washoe County), then the employee shall be eligible to take flex time or, if flex time is not approved, they will be compensated at their daily rate of pay upon written acknowledgement of the employee's immediate supervisor. This provision does not authorize an employee to request flex time or compensation for a period of time more than that actually spent responding to an extraordinary emergency situation. It will be the responsibility of the employee to keep records of those days and provide the days with appropriate documentation (written explanation of situation and account of the need to be there) to their immediate supervisor in order to be eligible for flex time or compensation. The additional compensation would be made no later than the next pay period.

**ARTICLE 16
EMPLOYEE FILES**

- 16.1 Employees who are working as licensed employees, in accordance with NRS 391.755, may receive written letters of admonition. The first written admonition, with approval of the employee's immediate Supervisor, for a particular offense under NRS 391.750(1) may be removed from the file of an employee within a minimum of three (3) months if the employee has met the standards set by the employee's Supervisor who issued the admonition.

The written admonition, in any case, must be removed from the file of the employee no later than three (3) years after it is issued.

- 16.2 Materials derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read such material and to indicate that reading has occurred by affixing their signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee is entitled to a copy upon request.
- 16.3 The employee shall have the right to respond in writing to any material filed, and their answer shall be submitted to the immediate supervisor and forwarded to Chief Human Resources Officer, who shall attach it to all file copies.
- 16.4 Access to personnel files of employees, other than that is addressed in Article 16.6, shall be limited to legitimate business purposes. Permanent files of employees shall be kept in the Human Resources office. Review of such files shall be noted by the date and signature of the reviewer. Members of the Board of Trustees, the Superintendent, the appropriate Associate Chief, the employee's immediate supervisor, all employees of Human Resources, District legal counsel, or as otherwise authorized by law shall be exempt from this requirement.
- 16.5 The employee shall have the right to place material in the employee's file that are related to employment with the District. This material shall be submitted to the employee's immediate supervisor or Chief Human Resources Officer, forwarded to the Human Resources Department, and placed in the employee's file. The immediate supervisor or other administrative personnel shall have the right to attach comments to materials submitted by the employee subject to the provisions of Article 16.2. No such material shall be deleted without the employee's consent.
- 16.6 An employee shall have the right, upon request, to review the contents of their personnel file. Employees are entitled to have a representative of the Association accompany them during such review.
- 16.7 All references and information originating outside the District and obtained by the District in the process of recommending an employee for employment or promotion shall not be subject to this Agreement and, therefore, shall not be available for inspection by the employee.

ARTICLE 17 PROBATIONARY PERIOD, DISMISSAL AND DISCIPLINARY PROCEDURES

- 17.1 Employees hired as a new hire for the WCSD will serve a three (3) year probationary period.
- An employee from another bargaining unit within WCSD that is hired into a position covered by the SPAW Negotiated Agreement will serve a three (3) year probationary period.
- 17.2 Disciplinary actions, including but not limited to, demotion, suspension, dismissal, and non-renewal actions taken against post-probationary employees, shall be, whenever appropriate, progressive in nature and related to the nature of the infraction, and whenever appropriate, the employee shall be given reasonable opportunity for improvement. In addition, discipline may be issued pursuant to NRS 391.750, et. seq.

ARTICLE 18 REDUCTION IN FORCE

- 18.1 The District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be terminated, and the areas within which such reductions in force will occur. When a reduction in force is necessary, the District will notify the Association at least sixty (60) working days (defined as Monday-Friday excluding weekends and holidays) before any reduction in force is to take place. The Association will utilize an advisory committee to review the reduction in force and will work with the District to provide suggestions regarding the procedures to follow.
- 18.2 Subject to the determination in 18.1 above, the parties agree to the following:
- 18.2.1 Employees who volunteer to leave (terminate) from the area(s) affected by the reduction in force will be the first to be separated.

- 18.2.2 Once employees who volunteer to leave have been identified under 18.2.1, an employee who becomes involved in a reduction in force procedure will be assigned to the next equivalent administrative position that is or becomes vacant on or after the date the District notifies the Association of the planned reduction in force, in accordance with their certification and qualifications. In regards to salary, the equivalent administrative position shall mean a position at the same column or grade as on the employee's designated salary schedule. In regards to full time equivalency, equivalent administrative position shall mean at the same full time equivalency as the employee's current position. For example, an employee in a full-time position will be assigned to a vacant full time position, and an employee in a half time position will be assigned to a vacant half time position.
- 18.2.3 If no equivalent position exists, is vacant, or will become vacant, any additional reduction in force of employees shall be determined by using the following criteria. Employees are only eligible to bump employees at the same or lower column and/or grade and with the same or lower full-time equivalency. In accordance with their certification and qualifications, employees will bump the least senior employee in their present classification, and that employee will bump the least senior employee as specified above.
- 18.2.3.1 Seniority as an employee is based on total consecutive years of administrative service in the District.
- 18.2.3.2 Seniority in the current administrative position is based on the total consecutive years in the current administrative position.
- 18.2.3.3 Seniority with the District is based on the total consecutive years with the District.
- 18.2.3.4 All other conditions being equal, a lottery will be used to determine the outcome.
- 18.2.4 Employees who are affected by the provisions of Article 18.2.3 will move to the next lower vacant administrative position within the District, in accordance with their certification and qualifications. If an employee is affected by a reduction in force and is placed in a position at a lower salary, the employee will be placed as close to their previous salary, not to exceed the top of the salary schedule of the position. When there are more administrative employees than reappointment positions, the criteria of 18.2.3 will apply.
- 18.2.5 Whenever possible, a sixty (60) day written notification will be given to employees who are to be laid off as a result of reduction in force.
- 18.3 The District shall recall employees, regardless if the employee transferred into an equivalent but different position or if the employee was laid off, by written notification (certified mail, return receipt requested). This shall occur in the reverse order (greatest seniority to least seniority, based on the criteria outlined in 18.2.3) to their reduction, provided that the employee is currently qualified for the position for which they are being recalled. Recall notice shall be sent to the employee's last known address on file with the Human Resources office. The employee must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work. The employee will have twenty (20) school days from the date of acceptance to return to duty.
- 18.4 The recall right for employees shall continue for a total of two (2) years from the date the employee was transferred into an equivalent but different position, or laid off, subject to the notification requirements. However, the employee will be allowed to reject a total of two (2) recall job offers without losing their recall rights. If the employee rejects such an offer, the District will simply offer the job to the next employee on the list. The employee who rejects a recall job offer retains their position on the list. The District must offer any vacant administrative position to all qualified employees on the recall list before non-listed employees are hired. Further, the District is not obligated to recall an employee in the event that the employee fails to comply with any provisions of this article.
- 18.5 If an employee accepts a recall position into an equivalent position, the employee then has no further recall rights to any subsequent administrative positions, which may become available. If an employee accepts a recall position into a position that is at a lower level than the original position from which the employee was laid off, the employee will maintain recall rights until a subsequent, equivalent administrative position becomes available. This right will be available for a total of two (2) years from the date the employee accepted or was transferred into an equivalent but different position or laid off.

- 18.6 Employees filling positions with any temporary funding source will be covered under the provisions of this article. District employees transferring into such positions will be covered by this article.
- 18.7 Whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and the elimination of positions or employee classifications is deemed necessary as a part of that reorganization or restructuring, that the following process will be used:
- 18.7.1 Any employees in the bargaining unit, as identified by Human Resources, who are impacted by the reorganization or restructuring would immediately be eligible as an internal transfer candidate for any and all vacant positions that they are deemed to meet the minimum qualifications for. If the position the employee is applying for is in another bargaining unit, the employee will be considered after the contractual obligations for that bargaining unit have been satisfied.
- 18.7.2 If no such positions as identified in 18.7.1 are available, the District will utilize the Reduction in Force procedures outlined in Article 18.1.

**ARTICLE 19
WORK SPACE, FACILITIES, AND EQUIPMENT**

- 19.1 The District and SPAW agree that it is in the best interest of our employees that confidential space needs be provided in order to assist Psychologists in performing their duties while serving the District at school sites and District buildings. The Parties also recognize that there are limitations in the District regarding school building space, resources and accommodations due to circumstances beyond the control of both Parties.
- 19.2 The Parties agree and understand that work environments can be shared with other employees who frequent the school or building site.
- 19.3 For travel between schools, employees may submit reimbursement for mileage at the established federal rate.

**ARTICLE 20
ADMINISTRATIVE REPRESENTATION**

- 20.1 An employee about to undergo an investigatory interview shall be entitled to an association representative or another representative present at the interview and reasonable notice prior to the interview when it is known by the party conducting the investigation that disciplinary action may be taken against the employee. Reasonable notice shall mean notification not later than one school day prior to the actual meeting, except when circumstances may require a prompt investigatory interview. The employee will notify the District prior to the interview of the identity of the representative chosen to be present. Any and all notices of the supervisor's desire to hold an investigatory interview with an employee shall include the nature of the conference.
- 20.2 After notice has been given and in the interest of expediting a resolution to a disciplinary problem, an employee may voluntarily choose to participate in the investigatory interview without representation or to not be interviewed at that time.
- 20.3 An employee's right to representation is governed by NLRB v J Weingarten Inc. 420 US 251 95 S.Ct. 959 (1975) and its progeny.
- 20.4 No employee shall be disciplined or discriminated against because of a lawful activity with the association. No attempt shall be made to intimidate or discourage a member from exercising their right to representation.

**ARTICLE 21
GRIEVANCE PROCEDURE**

21.1 DEFINITIONS

- 21.1.1 A "grievance" is an allegation by an employee, group of employees, or the Association based upon an alleged violation, misinterpretation, or inequitable application of any provision of the Negotiated Agreement.

- 21.1.2 An "aggrieved person" is an employee, a group of employees, or the Association, asserting a grievance.
- 21.1.3 A "party in interest" is any person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
- 22.1.4 The term "days" when used in this Article shall, except where otherwise indicated, mean working days rather than calendar days. If the grievance procedure extends past the contracted year, the term "days" shall mean working days beyond the contract year.

21.2 PURPOSES

- 21.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.
- 21.2.2 Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

21.3 STRUCTURE

- 21.3.1 The Association shall designate a Grievance Representative should SPAW decide to do so.
- 21.3.2 A formal written grievance will be submitted on the Grievance Form. All written responses to the grievance will be submitted on the Grievance Form. Additional sheets may be attached to the Grievance Form as needed. A copy of the Grievance Form is attached to the Agreement.

21.4 TIME LIMITS

- 21.4.1 As a courtesy to all parties involved, the aggrieved person and the District will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or supervisor will be present.
- 21.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.
- 21.4.3 If an aggrieved person does not file a grievance in writing as provided herein within fifteen (15) days after the aggrieved person knew of or should have known of the act or condition on which the grievance is based, then the grievance is waived and shall not proceed within the grievance procedures outlined in Article 21.5.

21.5 PROCEDURES

21.5.1 LEVEL ONE – SUPERVISOR

- 21.5.1.1 If an employee feels that they have a grievance, they shall first discuss the matter informally with their supervisor, or an administrator to whom they are directly responsible and may request the presence of the Grievance Representative, another member of the bargaining unit, or the bargaining unit representation if so approved by the SPAW Board. The administrator shall be informed as to the nature of the problem, in writing, prior to this meeting being established.
- 21.5.1.2 If an aggrieved person is not satisfied with the disposition of their problem through informal procedures, they may submit their claims as a formal grievance in writing to their Supervisor, to the Association, to the appropriate Chief and to Human Resources. Prior to submitting the formal grievance, the employee shall advise the supervisor or administrator of their decision to file. The written grievance must include the specific article(s) in question.

21.5.1.3 The Supervisor shall within five (5) days render their decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association, the appropriate Chief, and to Human Resources.

21.5.2 LEVEL TWO - CENTRAL ADMINISTRATION

21.5.2.1 If the aggrieved person is not satisfied with the disposition of their grievance at Level One, the aggrieved person may file the grievance within ten (10) days with the aggrieved person's assigned Chief and Human Resources.

21.5.2.2 The Chief shall within ten (10) days after receipt of the written request, seek to resolve the matter through meeting with the grievant and their representative if so requested by the aggrieved person or the School District.

21.5.2.3 Notification of Level Two grievance hearings shall be delivered to the aggrieved person's location at least two (2) days prior to the meeting with a copy sent to the Association.

21.5.3 LEVEL THREE - SUPERINTENDENT OF SCHOOLS / DESIGNEE

21.5.3.1 If the aggrieved person is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) days after receipt of the grievance in writing by the Chief at Level Two, the aggrieved has five (5) days to file the written grievance with Human Resources.

21.5.3.2 Within eight (8) days after receipt of the grievance by Human Resources, the Superintendent or their designee shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party, a full transcript of the Level Three hearing shall be kept. The cost of such transcript shall be equally shared by both parties. The Superintendent shall within five (5) days after the hearing render their decision and the reasons therefore in writing to the aggrieved person, the supervisor, or appropriate administrator, Chief and the Association.

21.5.3.3 Notification of Level Three grievance hearings shall be delivered to the aggrieved person's location at least two (2) days prior to the meeting, with a copy sent to the Association.

21.5.3.4 Representatives of the Association may attend and participate in any meeting of the Superintendent and the aggrieved person, unless explicitly excluded by the aggrieved, in relation to any grievance presented to the Superintendent under this Agreement. In the event representatives have been excluded by the aggrieved person, the Superintendent shall confer with Association representatives prior to the issuance of their decision.

21.5.4 LEVEL FOUR - ARBITRATION

21.5.4.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days of the Superintendent's decision, notify the Superintendent in writing that the Association wishes to engage in non-binding mediation. Within ten (10) days thereafter, the District and the Association shall agree upon a mutually acceptable mediator who is experienced, impartial, disinterested, and of recognized competence. If the parties cannot select a mutually agreeable mediator, then the parties shall utilize the Federal Mediation and Conciliation Commissioner, if available, to initially mediate the grievance. If the Federal Mediation and Conciliation Commissioner is not available, then the Association shall request a list of mediators from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) days after the receipt of the list of

mediators, the parties shall meet to select a mediator. The cost of the mediator, if using a mediator other than the FMCS Commissioner, shall be shared equally by the parties. If the parties are unable to resolve the grievance through non-binding mediation, then the aggrieved person may submit the grievance to Step Four Arbitration in accordance with Article 21.5.4.2.

- 21.5.4.2 Alternatively, if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days of the Superintendent's decision, notify the Superintendent in writing that the Association wishes to take the grievance to arbitration.
- 21.5.4.3 Within five (5) days after written notice of submission to arbitration or within (5) days after an unsuccessful non-binding mediation, the parties shall jointly request the American Arbitration Association (AAA) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the District each striking one (1) name from the list in turn until one (1) name remains. The order of striking shall be determined by coin toss with the winner of the coin toss making the decision on who will initially strike the first name. The final selection of the arbitrator shall be made within five (5) days following receipt of the list of arbitrators. The arbitrator will be notified by the parties within five (5) days of the selection of the arbitrator.
- 21.5.4.4 The arbitrator so selected shall confer promptly with representatives of the Superintendent and the Association, shall review the record of prior hearings with the aggrieved person and such other parties in interest they shall deem requisite, and, unless extended by mutual agreement, shall issue their report not later than thirty (30) days from the date of the close of the hearing.
- 21.5.4.5 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:
- A written copy of the grievance, the name of the grievant(s) to include the work site and the name of the aggrieved person's appropriate administrator; An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings; and a written copy of the resolution of the grievance or arbitration.
- 21.5.4.6 No precedent shall be set between the School District and the Association as a result of a grievance filed by an individual, independently of the Association, unless the Association submits the matter to Level Four, Arbitration.
- 21.5.4.7 The right to individually process a grievance is permissible provided it does not violate any provision of Chapter 288 of NRS.
- 21.5.4.8 The parties agree that the Association is not financially responsible for the costs of an arbitration matter pursuant to Article 12 when the Association does not represent an employee or employees in arbitration.
- 21.5.4.9 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 21.5.4.10 The arbitrator's decision shall be submitted in writing to the aggrieved, the Superintendent, and the Association only, and shall set forth their findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 21.5.4.11 and shall be consistent with the law and with the terms of this Agreement.

- 21.5.4.11 The Board of Trustees agrees to the binding arbitration of grievances as specified in the preceding section. However, in the event that the arbitrator's award would cost the School District in excess of 1/2 cent on the tax rate for any one (1) specific grievance or one (1) cent on the tax rate in the aggregate (more than one (1) grievance) during the term of the Agreement, then the Board of Trustees shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only.
- 21.5.4.12 At the next meeting of the Board of Trustees, the decision of the arbitrator and any other information shall be presented to the Board of Trustees for consideration and both parties shall have the opportunity to present their positions before the Board of Trustees take final action on the grievance.
- 21.5.4.13 A record of decisions shall be maintained by the School District and the Association and each decision may be a precedent for future interpretation of the Articles of this Agreement.
- 21.5.4.14 The costs of services of the arbitrator shall be shared equally by the Association and the School Trustees.

21.6 RIGHTS OF EMPLOYEES TO PARTICIPATION

- 21.6.1 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.
- 21.6.2 Any party in interest may be represented at any level of the formal grievance procedure by a person of their own choosing except at Level One. If an employee is called as a witness during regular school hours, such employee shall do so without loss of pay. The party calling the witness shall be responsible for the payment of the substitute's salary for the witness, if required. The term "party" shall mean the Washoe County School District or the Washoe Professional Technical Association.

21.7 MISCELLANEOUS

- 21.7.1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to Human Resources and the Superintendent directly and the processing of such grievance shall begin at Level Three. However, the Superintendent shall have an additional five (5) days, or a total of ten (10) days, within which to issue a decision. If a decision for a grievance filed initially at Level Three has not been given after twenty-five (25) days from the date filed, the aggrieved may notify Human Resources and the Superintendent in writing that the grievance will be taken to arbitration.
- 21.7.2 Decisions rendered at all levels of the formal grievance procedure shall be in writing on, or attached to, the appropriate form, and shall set forth the decisions and reasons, therefore.
- 21.7.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 21.7.4 Forms for filing and processing grievances and other necessary documents, as approved in this Agreement, shall be prepared by the School District and made available through Human Resources, supervisors, and Association Representatives. Grievance forms presently in use in the District shall be continued until revised forms are mutually agreed upon.
- 21.7.5 A grievance may be withdrawn at any level by the aggrieved without prejudice.
- 21.7.6 The sole remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure, provided, however, that nothing contained herein shall deprive any party of any legal right.

21.7.7 Any and all-time limitations as set forth in this section may be extended upon agreement of the parties.

ARTICLE 22 PROBLEM SOLVING PROCEDURE

22.1 PROBLEM SOLVING PROCEDURE

22.1.1 The policies and administrative regulations have been established by the School Trustees to help carry out their responsibilities. Both parties agree that policies and administrative regulations are not a part of this Agreement and, as such, are completely outside the scope of this Agreement.

22.1.2 The parties hereby recognize the existence of the School District policies and regulations (to which the employees covered by the Agreement are bound, which are subject to change by the School Trustees and shall relate to subject matter not covered by the provisions of this Agreement)

22.1.3 The parties agree that problems arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed in accordance with the following:

22.1.3.1 All problems covered by this article should be taken up in the first instance with the employee's supervisor within ten (10) days of when the employee knew or should have known of the facts giving rise to the problem. Every reasonable effort will be made to resolve any problem by an employee or employees through a meeting with the supervisor. The employee may not request the presence of a representative at this step of the problem solving procedure.

22.1.3.2 In case a satisfactory solution is not reached, SPAW (not an employee) may elevate the process by submitting a Problem Solving Form within five (5) days of the meeting between the employee and their supervisor. Prior to submitting the Problem Solving Form, SPAW will notify the appropriate supervisor and Human Resources of SPAW's decision to file. The Chief may: a) require the employee to provide more information or answer questions about the issue before having a problem solving meeting; b) terminate the problem solving procedure by referring the matter to Human Resources pursuant to Administrative Regulation 4425 or pursuant to the ADA interactive process; or c) conduct the problem solving meeting. The Problem Solving Form shall be distributed to the supervisor, the appropriate Chief, and Human Resources.

22.1.3.3 A meeting with the appropriate Chief shall be established within ten (10) days of receipt of the problem solving form. With regard to any meetings with the Chief concerning the problem: (a) as a courtesy to all parties involved, SPAW and the District will advise each other at least two (2) days before the problem solving meetings who, other than the employee and supervisor, will be present; and (b) SPAW's role will be limited to advice and assistance, and may not interfere with the Chief in conducting the problem solving meeting. The Chief shall respond in writing to the submitted problem within ten (10) days of the date of the problem solving meeting. The decision of the Chief or their designee shall be final, cannot be grieved, and is not precedent setting.

ARTICLE 23 EMPLOYEE PROTECTION

23.1 The District will provide legal assistance/representation for any employee who is sued for incidents or alleged incidents, acts or omissions which occur within the course and scope of employment in accordance with Administrative Regulation 4116.2.

- 23.2 Employees shall immediately report to their immediate supervisor and/or Administrative Services cases of assault, harassment, and verbal or written threats to life and limb either suffered by them or for which they may be responsible and which occurred in connection with their employment.
- 23.3 Formal action shall be taken on such a complaint when such matter is reported to Human Resources, and the Superintendent. The employee shall be fully informed to the extent legally permissible, in writing, as to the disposition of the action.
- 23.4 Employees, while acting within the course of their duties as such, may use such force as is reasonable and necessary to protect themselves or others from bodily harm, personal property, or damage to District property; quell a disturbance threatening physical injury; obtain possession of weapons or other dangerous objects upon the person of or within the control of an individual.
- 23.5 Human Resources shall begin an on-site investigation immediately after receiving a complaint reporting assault, harassment, or written or verbal threats to life and limb both to and from an employee.

**ARTICLE 24
PROFESSIONAL COMPENSATION**

24.1 SALARIES

- 24.1.1 All employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit.
- 24.1.2 Salaries shall be as shown on the schedule in Appendix A.

Effective on the date this Agreement is ratified, employees shall receive a cost of living increase as follows:

- FY 2024, those employees that were employed in FY 2024 and are current employed as of the date of ratification will receive a 4% retroactive cost of living increase.

For those positions which are eligible, the District will pursue a match of the above cost of living increases for FY 2024 from the State of Nevada, which the District believes will be funded pursuant to Senate Bill 231. This salary match will be in addition to the cost of living increases indicated above. Any salary match funded by the State and received by the District will be passed through to eligible employees upon full funding and approval. The retroactive 4% cost of living increase and associated match for that retroactive pay will be paid in a lump sum to employees. The State's salary match is only funded for FY 2024 and FY 2025; therefore, any additional compensation funded through this State salary match program will end on June 30, 2025, unless this funding is extended by the State in subsequent legislative session(s).

- FY 2025, employees will receive a 4.75% cost of living increase.
- FY 2026, employees will receive a 2.00% cost of living increase, subject to the provisions of Articles 23.1.3 and 23.1.4.
- FY 2027, employees will receive a 2.00% cost of living increase, subject to the provisions of Articles 23.1.3 and 23.1.4.

- 24.1.3 For FY 2026 and FY 2027, the percentage increase of total General Fund revenues must be at least 100% greater than (i.e., twice) the cost of living increase indicated above in Article 23.1.2. This is based on the Final Budget or Amended Final Budget submitted to the State Department of Taxation by July 8 or, in the case of an Amended Final Budget, within 30 days of the end of the legislative session. If the growth in total General Fund revenues is not at least 100% greater than (i.e., twice) the cost of living increase indicated in Article 23.1.2 for FY 2026 and FY 2027, then the COLA will equal 50% of the percentage increase in total General Fund revenues, rounded to two digits (e.g., 1.85%). If this formula results in a number less than zero, then the cost of living increase will be zero.

- 24.1.4 SPAW may reopen this contract regarding the cost of living increase for FY 2026 and/or FY 2027 only as provided in this paragraph. In order to re-open negotiations for FY 2026 and/or FY 2027, total General Fund revenues must increase from the prior year by more than 5.00%. Total General Fund revenue is measured based on the Final Budget submitted to the State Department of Taxation by July 8 for FY 2027, or, for FY 2026 the Amended Final Budget submitted to the State Department of Taxation within 30 days of the end of the legislative session. If the annual growth in total General Fund revenues is 5.00% or less, then sections 23.1.2 and 23.1.3 will remain in place.
- 24.1.5 Effective and retroactive to July 1, 2024, the District will fund the full cost, including any Board of Trustee approved increase for employee portion of insurance, of the individual's employee portion of all insurances for the duration of the agreement and shall continue paying the full cost of any employee insurances until a new successor agreement is reached by both parties: Insurances include all those listed in 24.5.

24.2 SALARY NOTES

- 24.2.1 In addition to the salary shown, the District contributes an additional amount as specified by law to the Public Employees Retirement Systems (PERS) for retirement benefits.
- 24.2.2 Employee authorized to advance to a higher salary column will be placed in the higher column at the lowest level which permits an actual increase of at least 4% in the daily rate, but not to exceed the maximum step of that column. To be eligible for more than the 4% increase in the daily rate for specialized positions, the employee and supervisor must use the advance step placement process.
- 24.2.3 Employees hired prior to January 1 of any year will be eligible for a step increment on July 1. Those employees hired after January 1 of any year will be eligible for a step increment on July 1 of the following year.

24.3 EDUCATION PAY

- 24.3.1 The National Certified School Psychologist Designation from the National Association of School Psychologists is a program that is recognized by the District. School Psychologists who achieve National Certified School Psychologist (NCSP) designation from the National Association of School Psychologists and who, upon proper application and approval by the Chief Human Resources Officer, or their designee, are awarded a National Board Certification directly related to their occupation, are eligible for the following pay increases:

- New employees hired on or after July 1, 2024, will receive a 5.00% salary increase;
- Existing employees hired before July 1, 2024, will receive an 8.00% salary increase for FY 2025, which shall then reduce to 7.00% for FY 2026, and 5.00% for FY 2027.

Psychologists must have five years of District experience in the occupation for which the National Board Certification is granted and satisfactory evaluations for the most recent three years.

24.3.2 Bi-lingual Stipend

Effective and retroactive to July 1, 2022, an employee who is capable of fluently speaking, understanding, and translating both English and foreign languages (including American Sign Language), as verified by passing a Level I Language Certification Test offered through Truckee Meadows Community College or equivalent educational institution, and is approved in writing by the Chief Human Resources Officer, or their designee, to utilize their "bi-lingual" skills on a consistent and regular basis as part of their duties in any one year, and who receives a satisfactory evaluation in that same year, shall receive a \$700.00 stipend for "bi-lingual" services performed for that year. No unit member may receive more than one stipend per year for bilingual work.

24.4 LONGEVITY BONUS

24.4.1 Employees who have completed 10-16 total years of service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,200 in June of the same calendar year, for which PERS contributions will be made by the School District.

24.4.2 Employees who have completed 17 or more total years of service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$3,300 in June of the same calendar year, for which PERS contributions will be made by the District.

24.4.3 Employees who separate from the School District prior to July 1 of any calendar year shall receive a prorated longevity payment.

24.5 INSURANCE

The health insurance contributions approved by the Board of Trustees equal to all District employees shall not exceed the following for Calendar Year 2024.

23.5.1 Medical Insurance (including any and all related insurance or coverages) - \$736.06 per month per eligible employee; and GAP \$14.80.

23.5.2 Dental Insurance – \$66.06 per month per eligible employee.

23.5.3 Vision Insurance – \$14.27 per month per eligible employee.

23.5.4 \$250,000 Life Insurance – \$91.00 per month per eligible employee.

23.5.5 Long-Term Disability insurance - \$12.30 per month per eligible employee.

24.6 PROFESSIONAL DEVELOPMENT

The District's operating budget includes funding of travel and training needs, which is available for its employees to attend training and/or professional development as part of their yearly rating and/or evaluation at no cost to the employee. The employee can choose, with the approval of their supervisor, what training they will attend to fulfill this requirement. Employees will be encouraged to utilize in-state or online programs as much as reasonably practicable for training and professional development. The employee requested training will not be unreasonably denied, but any denial will be provided to the employee in writing and state the reasons for denial.

**ARTICLE 25
PSYCHOLOGIST MATERIALS**

25.1 The District recognizes that appropriate testing, protocol, and scoring materials for special education assessment are necessary tools of the school psychologist profession. The District will make every reasonable effort to provide a sufficient supply of materials necessary to carry out the duties of school psychologists. School psychologists are expected to utilize the materials provided by the District. Members who wish to use supplemental or alternative materials other than those supplied by the District must submit a written request to the Director of Psychological Services. The Director of Psychological Services shall in writing provide an approval or denial of the request with an explanation for any denial.

**ARTICLE 26
TERM OF AGREEMENT**

26.1 This agreement shall be effective as of the 1st day of July, 2024, except where otherwise expressly indicated as retroactive, and shall remain in effect until June 30, 2027, and shall continue from year to year thereafter, unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours, and conditions of employment hereof.

26.2 RATIFICATION

This is to confirm that the parties identified below voted to ratify the Agreement on the dates noted.

Washoe County School District Board of Trustees on September 10, 2024.

School Psychologist Association of Washoe on August 16, 2024.

For Washoe County School District



Joe Ernst, Superintendent
WCSD

Date: 9.12.24

For School Psychologist Association of Washoe



Scott Barclay, President
SPAW

Date: 9-12-24

APPENDIX A

Employee Salary Schedule

