#### **NEGOTIATED AGREEMENT**

#### Between

### **WASHOE COUNTY SCHOOL DISTRICT**

#### And

### WASHOE PROFESSIONAL TECHNICAL ASSOCIATION

2023-2027

July 1, 2023

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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 Washoe Professional Technical Association (hereinafter referred to as "WPTA" 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 WPTA 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 WPTA.

## 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 Professional-Technical salary schedules, with the exception of such employees who are excluded by NRS 288.Professional Technical Employees are exempt under FLSA standards and do not require an Administrative 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 WPTA.
- 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 WPTA, 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 WPTA as the exclusive representative of all "employees" as defined in Article 1.2..
- 2.2 Any reference to individual employees in this agreement in masculine terms, such as "he," "his," or "him," shall in every case be applicable to female employees as if these terms were written as "she," "hers," or "her."

#### 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 WPTA 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 Washoe Professional Technical Association. These monies shall be transmitted promptly to the appropriate 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 website.

#### 9.1 ADMINISTRATIVE LEAVE

Upon prior notification to the immediate supervisor, two (2) 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.

#### 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 his/her 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 request of the employee and with the approval of the department chief, employees shall be excused from their regular duties in order 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 he is 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

Any employee who is elected to a public office may request, from the immediate supervisor with the approval of the Superintendent, a leave of absence without pay in order to discharge the duties of the office.

#### 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 his/her 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 his/her designee in extenuating circumstances. Leaves of less than one (1) year may be approved by the Chief Human Resources Officer, or his/her designee.
- 10.1.2 Written notice must be filed with the Chief Human Resources Officer, or his/her 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 his/her designee, showing unusual and extenuating circumstances necessitating an extension of the leave of absence, the Chief Human Resources Officer, or his/her designee may, at his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 he/she 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 WPTA 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 his 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 his/her 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 his/her 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 monthly notify employees 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 one (1) sick leave day for the establishment and operation of the Bank. The WPTA 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, administrative leave, and vacation day's 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 his/her period of employment with the District is seventy-five (75) days per year.
- 12.5.5 The maximum number of days which can be used from the Sick Leave Bank 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 his retirement from his 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 WPTA; 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 the WPTA.
- 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 The maximum number of required days for existing employees shall be 250.
- 15.3 Employees that work the maximum 250 days shall accrue a maximum of 20 vacation days per year with a maximum of 50 days' vacation carryover.

Any employee who is at the cap of fiffy (50) days, will not be credited with twenty (20) days' vacation until the cap is reduced. The employee will accrue the twenty (20) vacation days during the year only upon the cap being reduced. In addition, at no time shall an employee be able to have vacation days available over the cap of fifty (50) days. Employees will be credited with accrued vacation days at the next appropriate payroll period following reduction below the fifty (50) day cap.

#### **EXAMPLES:**

- If on June 30 an employee has forty-five (45) days accrued, the employee will be granted five (5) days. During the year, the employee will continue to accrue up to twenty (20) days, once the cap of fifty (50) days is reduced.
- 2. If on June 30 an employee has seventy (70) days accrued, the employee would not be credited with any vacation days until the accrual drops below fifty (50) days. The employee would begin receiving vacation days when the accrual drops below fifty (50) days, but at no time would the accrual go above fifty (50) days. If in August the employee has taken vacation days that drops the accrual to forty-five (45) days, the employee will receive five (5) days' vacation at the next appropriate payroll period.

3. An employee at the cap who takes three (3) vacation days prior to the 10<sup>th</sup> of the month will have three (3) vacation days credited to them on that month's payroll period. An employee at the cap who takes three (3) vacation days after the 10<sup>th</sup> of the month will have three (3) vacation days credited to them on the following month's payroll period.

If an employee takes vacation leave between June 11th and July 10th, and an adjustment to their leave balance is required as a result, the District will manually adjust and assign the leave to the appropriate fiscal year.

- 15.4 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.
- 15.5 If, due to the scope of the administrative job, the employee is required by his 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 his/her immediate supervisor in order to be eligible for flex time.
- 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, severe building malfunctions, security emergencies, excessive vandalism, long-term use of facilities by outside public entities for emergency response) and these situations require the employee to work extra days above and beyond his/her contract days, then the employee shall be eligible to take flex time or, if flex time is not approved, he/she will be compensated at his/her 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 need to be there) to his/her 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.
- 15.7 Vacation Cash Out Provision: (PRO-TECH)

Employees may cash out up to five (5) days per year of accumulated but unused vacation leave, by providing notice to the District in June. The cash out shall then be given to the covered member in their subsequent July paycheck.

15.9 Sick Leave Cash Out Provision:

Effective upon ratification and upon request, employees who do not accrue vacation leave may cash out three (3) days per year of accumulated, but unused sick leave, by providing notice to the District in June. The cash out shall then be given to the employee in their subsequent July paycheck.

#### ARTICLE 16 EMPLOYEE FILES

- Employees who are working as licensed employees, in accordance with NRS 391.755, may receive written letters of admonition. The first written admonition for a particular offense under NRS 391.750(1) may be removed from the file of an employee within a maximum of three (3) months if the employee has met the standards set for him/her by the employee 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.
- 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 his 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 his answer shall be submitted to the immediate supervisor and forwarded to Chief Human Resources Officer, who shall attach it to all file copies.
- Access to personnel files of employees, other than that in 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.
- The employee shall have the right to place material in his/her 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.
- An employee shall have the right, upon request, to review the contents of his personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- 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 WPTA Negotiated Agreement will serve a three (3) year probationary period.

An employee who is currently a member of the WPTA bargaining unit who is hired for a new position or moves into another position covered by this Negotiated Agreement will serve a one (1) 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.

Bargaining unit member who are not licensed by NDE, and therefore, not covered by the Professional Practices Act will be entitled (in the event of a demotion, discharge or non-renewal of contract without just cause) to due process and may seek advisory arbitration if they have fewer than three (3) years with the District; or binding arbitration if they have been employed by the District for three (3) or more years in their current position.

#### 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 his/her 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. Professional-Technical employees are only eligible to bump in their occupational series, as outlined in Appendix C.

In accordance with his/her certification and qualifications, an employee will bump the least senior employee in his/her 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 based on the total consecutive years in the current administrative position.
- 18.2.3.3 Seniority with the District, 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 bargaining unit, in accordance with his/her 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 his/her 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.
- 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. (2021)
- 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 his/her 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 his/her 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. (2003)

- 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 he/she 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 DISTRICT VEHICLE, WORK SPACE, FACILITIES, AND EQUIPMENT

- 19.1 It is agreed between the WCSD and the WPTA that the WCSD will continue to make a consistent good faith effort to provide District vehicle(s), or a pool of vehicles, to be available during scheduled work day and during off hours response for District business, to Employees, whose positions require them to travel an excessive amount (25 miles a day or 6,000 miles annually) for District business. The vehicle(s), or pool of vehicles, will be provided for an individual Administrator or for a group of Administrators to utilize keeping with the aforementioned parameters.
- The District and the WPTA agree that it is in the best interest of our employees that confidential space needs be provided in order to assist Pro-Techs 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.
- 19.3 When practicable the employees who supervise other employees should have a work area/space that includes the following:
  - 19.3.1 Secure space in the same building where a door can be closed to hold a private conversation with employees. This space should have reasonable access with scheduling systems in place. A conference room or another designated private space with an appropriate seating area should be provided and readily available to support and address employees' concerns.
  - 19.3.2 The Parties agree and understand that work environments can be shared with other employees who frequent the school or building site.

## 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 he has 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.
- 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 not being interviewed at that time.
- 20.3 An employee's right to representation is governed by <u>NLRB v J Weingarten Inc.</u> 420 US 251 95 S.Ct. 959 (1975) and its progeny
- 20.4 No employee shall be disciplined or discriminated against because of his lawful activity with the association. No attempt shall be made to intimidate or discourage a member from exercising his right to representation.

## ARTICLE 21 GRIEVANCE AND COMPLAINT 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
- 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 he/she has a grievance, he/she shall first discuss the matter informally with his/her supervisor, or an administrator to whom he/she is 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 WPTA 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 his/her problem through informal procedures, he/she may submit his/her claims as a formal grievance in writing to his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 he/she shall deem requisite, and, unless extended by mutual agreement, shall issue his/her 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 his/her findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 12.5.4.6 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

#### 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.

and the School Trustees.

21.6.2 Any party in interest may be represented at any level of the formal grievance procedure by a person of his/her 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 his/her 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.

#### 21.8 COMPLAINT PROCEDURE

- 21.8.1 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.
- 21.8.2 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)
- 21.8.3 The parties agree that any dispute 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:
  - 21.8.3.1 As a courtesy to all parties involved, the complainant and the School 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.
  - 21.8.3.2 The Complainant shall have the right to be represented by a person of his/her choosing except as restricted in 21.5.1.1.
  - 21.8.3.3 All disagreements should be taken up in the first instance with the appropriate supervisor. Every reasonable effort will be made to resolve any complaint by an employee or employees through a meeting with the appropriate supervisor. The employee may request the presence of a Representative, another member of the bargaining unit, or the bargaining unit representation if so approved by WPTA Board.

- In case a satisfactory solution is not reached, an employee may file a formal complaint on the appropriate form. Prior to submitting the complaint, the employee will notify the appropriate supervisor and Human Resources of his/her decision to file. The complaint shall state the nature of the complaint including the specific policy, regulation or other appropriate procedure, practice or subject which is the basis for the complaint. The complaint shall be distributed to the supervisor, the appropriate Chief, and Human Resources.
- 21.8.3.5 A meeting with the appropriate Chief shall be established within ten (10) days of receipt of the request. The Chief shall respond in writing to the complaint within ten (10) days of the date of the meeting. Once the written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level.
- 21.8.3.6 If a satisfactory resolution is not reached at the Chief Level, the complainant may notify Human Resources that he/she wishes to appeal the Chiefs response to the Superintendent Level. A meeting with the Superintendent or her/his designee shall be established within ten (10) days of receipt of the request. The Superintendent or her/his designee shall respond in writing to the complaint within ten (10) days of the date of the meeting. The decision of the Superintendent or her/his designee shall be final.

#### ARTICLE 22 EMPLOYEE PROTECTION

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 An employee, while acting within the course of his duties as such, may use such force as is reasonable and necessary to protect himself 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.
- 22.5 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 23 PROFESSIONAL COMPENSATION

#### 23.1 SALARIES

- 23.1.1 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.
- 23.1.2 Salaries shall be as shown on the schedule in Appendix A For employees hired on or before the effective date of this Negotiated Agreement, the salary steps set forth in Appendix B to the 2021-2023 Negotiated Agreement between the District and the previously-recognized Association of Professional-Technical Administrators will be converted to the current salary schedule (Appendix A) as specified in the salary schedule conversion chart attached hereto as Appendix B. The new salary schedule is retroactive to July 1, 2023.

- 23.1.3 The salary restructure set forth in Article 23.1.2, Appendix A and Appendix B are intended to address the defects of an elongated salary range, as exemplified in the 2021-2023 Negotiated Agreement between the District and the previously-recognized Association of Professional-Technical Administrators. A reduction in the number of steps and higher resulting steps promotes employee hiring and retention by allowing employees to reach the top step (and higher compensation) sooner. In consideration for this salary restructuring, the parties agree that no new steps shall be added to the salary schedule (Appendix A) before July 1, 2034.
- 23.1.4 Effective on July 1, 2024, employees shall receive a 2% cost of living increase for FY 2025.
- 23.1.5 Effective on July 1, 2025, employees shall receive a 2% cost of living increase for FY 2026, subject to the provisions of Articles 23.1.7 and 23.1.8.
- 23.1.6 Effective on July 1, 2026, employees shall receive a 2% cost of living increase for FY 2027, subject to the provisions of Articles 23.1.7 and 23.1.8.
- 23.1.7 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 Articles 23.1.5 and 23.1.6. 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 Articles 23.1.5 and 23.1.6 for FY 2026 and FY 2027, then the COLA will equal 50% of the percentage increase in total General Fund revenues.
- 23.1.8 In addition, in order to re-open negotiations for FY2026 and FY 2027, total General Fund revenues must increase from the prior year 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 FY2026 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 Article 23.1.5, Article 23.1.6, and Article 23.1.7 will remain in place.
- 23.1.9 In addition to the salary restricting and cost of living increases indicated above, the District will pursue a match of the above cost of living increases for FY2024 and FY2025 from the State, which the District believes will be partially funded pursuant to legislation passed and signed in 2023 (Senate Bill 231) for school-based certified and support positions. Any salary match funded by the State and received by the District will be passed through to eligible employees, based on the total salaries of the number of budgeted eligible positions and the amount of reimbursement from the State. The State's salary match is only funded for FY2024 and FY2025. 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).
- 23.1.10 Effective and retroactive to July 1, 2023, the District will fund the full cost, including any Board of Trustee approved increase for employee portion of insurance, of the individuals 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 23.7.

#### 23.2 SALARY NOTES

- 23.2.1 Any person, upon initial placement as a Protech administrator in the District and, will be placed on the Professional-Technical salary schedule at the salary specified on the position announcement, unless the Superintendent determines another placement is appropriate.
- 23.2.2 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.
- 23.2.3 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.

23.2.4 The District will recognize up to four (4) additional years (beyond the five (5) year limit Per the Deloitte Pay Study) of experience for Employee's who left, and then returned, to the District.

This credit will be granted if the Employee's additional four (4) years were in the District and his absence from the District or other public school employment did not exceed ten (10) years. This credit will place her/him on the maximum step given her/his placement and be retroactive only to the beginning of the contract year.

23.2.5 Pro-Tech 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.

#### 23.3 EDUCATION PAY

#### 23.3.1 Employees who have:

- 23.2.1.1 Completed a master's program in their scope of employment, will receive \$1,000 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1 of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus July, 2024 will not have earned that bonus until June 30, 2025, if s/he leaves May 31 of 2025 s/he will have one month's worth of the bonus deducted from his/her last check.] If an employee receives a salary bonus for a completed master's program in the scope of their employment, they cannot also receive a salary bonus under Article 23.3.1.2.
- 23.2.1.2 Employees who have a current state-issued professional license in Public Accountant (CPA), Professional Engineers (PE) License, State and/or National Architecture or Interior Designer license, Licensed Clinical Social Worker, Licensed Clinical Counselor, Licensed Registered Nurse, or Licensed Behavior Analyst will receive \$1,000 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus July 2024 will not have earned that bonus until June 30, 2025, if s/he leaves May 31 of 2025 s/he will have one month's worth of the bonus deducted from his/her last check.] If an employee receives a salary bonus for an eligible professional license, they cannot also receive a salary bonus under Article 23.3.1.1.
- 23.2.1.3 Employees who have announced prior to July 1, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.

#### 23.3.2 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 his/her designee, to utilize his/her "bi-lingual" skills on a consistent and regular basis as part of his/her 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.

#### 23.4 LONGEVITY BONUS

- 23.4.1 Employees who have completed 10-14 total years of service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$3,000 in June of the same calendar year, for which PERS contributions will be made by the School District.
- 23.4.2 Employees who have completed 15-19 total years of service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$4,200 in June of the same calendar year, for which PERS contributions will be made by the District.
- 23.4.3 Employees who have completed 20-24 total years of service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$5,345 in June of the same calendar year, for which PERS contributions will be made by the District.
- 23.4.4 Employees who have completed 25 or more total years of service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$6,560 in June of the same calendar year, for which PERS contributions will be made by the District.
- 23.4.5 Employees who separate from the School District prior to July 1 of any calendar year shall receive a prorated longevity payment.

#### 23.5 GEOGRAPHIC ALLOWANCE

23.5.1 The District agrees to implement a geographic allowance to employees who serve full time employment at Incline, Natchez, or Gerlach in the amount of \$2,500.00 in June of each year. Employees receiving this stipend may not also receive subsidized housing costs for District-owned housing. This is intended as a stipend for the contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1, of any calendar year will have a pro-rated deduction.

#### 23.6 BENEFIT RESERVE PROGRAM

- 23.6.1 For any current fiscal year there is established a Benefit Reserve Program (BRP) for each employee who has completed fewer than 10 years of educational service with the School District in the amount of \$750.
- 23.6.2 The BRP may be used by the eligible employee to pay for any one or more of the following items:
  - (A) To offset the cost of premiums paid for dependent medical coverage.
  - (B) To pay non-covered medical or dental expenses and to offset the cost of deductibles, copayments, or any excess costs on the medical/dental insurance (including physical examinations), vision insurance plan, or hearing aid devices.
  - (C) To offset premiums paid for additional life and/or professional liability insurance.
  - (D) To pay for dues or fees related to memberships in professional association(s) in the employee's field.
  - (E) To pay for registration to professional conferences, seminars and/or workshops.

#### 23.6.3 Procedures

- (A) Annually, near the end of the fiscal year, the Business Office will distribute to each employee a "Benefit Reserve Program, Statement of Use" form.
- (B) Employees will be requested to itemize the charges against the BRP which they are submitting and submit receipts or other documentation for each charge.

(C) The Business Office will then reimburse the employee the specific amount approved by the Board of Trustees toward offsetting the costs submitted.

#### 23.6.4 General

- (A) The BRP value is taxable income and will be reported by the District as income on the W-2.
- (B) The "Benefit Reserve Program, Statement of Use" form must be submitted by the deadline requested. No retroactive payments will be made for previous year expenditures.
- (C) Newly hired unit members who commence work after the start of the fiscal year and unit members who separate during the fiscal year will be entitled to a pro-rated amount of the BRP value based on the days of service during the fiscal year. (2007)
- (D) BRP unused balance remaining at the close of the fiscal year will revert to the School District General Fund.

#### 23.7 INSURANCE

The health insurance contributions approved by the Board of Trustees equal to all District employees shall not exceed the following for Calendar Year 2023.

- 23.7.1 Medical Insurance (including any and all related insurance or coverages) \$736.06 per month per eligible employee; and GAP \$14.80.
- 23.7.2 Dental Insurance \$66.06 per month per eligible employee.
- 23.7.3 Vision Insurance \$14.27 per month per eligible employee.
- 23.7.4 \$250,000 Life Insurance \$91.00 per month per eligible employee.
- 23.7.5 Long-Term Disability insurance \$12.30 per month per eligible employee.

#### 23.8 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.

#### 23.9 TEMPORARY SUPERVISOR ASSIGNMENT

When an employee is explicitly requested in writing, and accepts, to temporarily perform the duties of his/her immediate supervisor, a higher level employee or executive cabinet member for 5 or more contracted days, the employee shall receive, in addition to his/her current salary, compensation equal to five percent (5%) of his/her current daily rate of pay for the days he/she temporarily performs the higher level duties.

## ARTICLE 24 ADMINISTRATIVE RECLASSIFICATION

A reclassification is the movement of a position on an administrative salary schedule based on significant changes in duties and responsibilities as compared to the job description under which the employee was hired. Increased workload by itself is not a basis for reclassification under this procedure. Requests for additional staff or days should be directed to the appropriate member of the District. Requests for salary increases based on comparisons with similar positions in other districts or the private sector should be directed to the Association to be addressed through the collective bargaining process.

#### 24.1.1 REQUEST PROCESS

Any employee who feels his/her position is not properly classified on the District's Salary Schedule may complete and submit to his/her supervisor an Administrative Reclassification Request Questionnaire.

Administrative supervisors may also submit a request for the reclassification of a employee due to reorganization, restructuring, or significant changes to a position. Such request shall be submitted and approved before the duties are assigned to the employee.

#### 24.1.2. DATA COLLECTION

- 24.1.2.1 Human Resources will conduct an interview with the employee to gather additional information and to clarify information gathered on the Reclassification Request Questionnaire. (2003)
- 24.1.2.2 Human Resources may perform a desk audit of the position.
- 24.1.2.3 Human Resources may conduct an interview with the employee's supervisor, department head, and/or Chief to gather additional information.

#### 24.1.3 RECLASSIFICATION REVIEW PROCESS (2003)

24.1.3.1 Human Resources will review the Questionnaire to determine if a position should be reclassified to a higher or lower salary grade and step, or if the position should remain where it is currently classified. A position will be recommended for a reclassification if the position has or will experience significant changes in the duties, tasks, and responsibilities that change the intent of the position to a degree that it no longer falls within the realm of the classification to which it was originally assigned.

A written analysis and recommendation will be provided to the Superintendent by Human Resources and will consist of one of the following:

- 24.1.3.1.1 A position may be recommended to be reclassified to an existing or new classification at a higher salary grade and/or step; or
- 24.1.3.1.2 A position may be recommended to be reclassified to an existing or new classification at a lower salary grade and/or step (see 25.1.3.2); or
- 24.1.3.1.3 A position may be recommended for no change.
- 24.1.3.2 The Superintendent may accept, reject, or modify the recommendations of Human Resources. The results, including the rationale for the decision, will be provided to the employee and his/her supervisor.

New classification and salary range changes will be reviewed with the Association.

If a recommendation to reclassify a position would result in a lower salary, the employee will be notified that there will be no change in either his/her salary or classification; and the position will be reclassified when it becomes vacant.

#### 24.1.4 TIMELINE

24.1.4.1 Reclassification requests may be filed with Human Resources anytime during the year.

Human Resources will review the position and make recommendations as soon as possible after receiving a request. Human Resources will make an effort to submit recommendations to the Superintendent no later than four (4) months after a request is submitted.

The Superintendent will issue his/her decision within 21 business days from the date Human Resources submits the request to the superintendent.

Decisions issued by the Superintendent shall be made effective in the next scheduled pay period. In certain circumstances, based on the status of the General Fund, the implementation date of a reclassification may be postponed by the Superintendent.

#### 24.1.5 FURTHER REVIEW

- 24.1.5.1 Employees who do not agree with the decisions issued by Human Resources or Superintendent may request a further review. The further review process shall be as follows:
  - 24.1.5.1.1 The employee shall submit a letter in writing to Human Resources containing either: 1) a request to meet personally with the Superintendent to discuss the specific reasons why s/he disagrees with the decision rendered; or 2) the specific reasons why s/he disagrees with the decision rendered. The Superintendent will review the letter.
  - 24.1.5.1.2 Letters must be received in Human Resources within 21 business days from the date the decision was sent to the employee.
  - 24.1.5.1.3 The Superintendent will meet, within 21 business days from the date the further review letters were received, to review all letters submitted and to meet with all employees requesting such.
  - 24.1.5.1.4 The Superintendent shall issue his/her decision to Human Resources, within 21 business days from the date the Superintendent met with the employee.

Human Resources will immediately notify the employee of the decision rendered by the Superintendent.

24.1.5.1.5 All decisions issued are final and are not subject to complaint, grievance, or a meeting convened under Article 13.

#### 24.1.6 RECLASSIFICATION

24.1.6.1 Employees who have their positions reclassified will be placed at the range, column and step that permit an increase of no less than 4%.

#### **24.1.7 FUNDING**

24.1.7.1 Prior to each fiscal year, Human Resources will submit through the Budget Development Procedure for approval a budget to fund reclassifications for the coming fiscal year.

#### ARTICLE 25 TERM OF AGREEMENT

25.1 This agreement shall be effective as of the 1st day of July, 2023 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 Statues, of a desire to change wages, hours, and conditions of employment hereof.

#### 25.2 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 February 13, 2024

Washoe Professional Technical Association on February 8, 2024.

For Washoe County School District

Kristen McNeill, Interim Superintendent

WCSD

Date: 2/24/20

For Washoe Professional Technical

Association

Anthony McMillen, President

WPTA

Date: 2-26-2024

## APPENDIX A

Employee Salary Schedule

WPTA Salary Schedule Agreed on 1-29-24

<b>Grade</b>	e Step 01		Step 02	Step 03	Step 04	Step 05	Step 06	Step 07	Step 08	Step 09	Step 10
33	\$	125,141	\$ 130,773	\$ 136,658	\$ 142,808	\$ 149,234	\$ 155,950	\$ 163,748	\$ 172,345	\$ 181,824	\$ 192,733
32	\$	115,122	\$ 120,303	\$ 125,717	\$ 131,374	\$ 137,286	\$ 143,464	\$ 150,637	\$ 158,545	\$ 167,265	\$ 177,301
31	\$	105,933	\$ 110,700	\$ 115,682	\$ 120,888	\$ 126,328	\$ 132,013	\$ 138,614	\$ 145,891	\$ 153,915	\$ 163,150
30	\$	97,453	\$ 101,838	\$ 106,421	\$ 111,210	\$ 116,214	\$ 121,444	\$ 127,516	\$ 134,211	\$ 141,593	\$ 150,089
29	\$	89,645	\$ 93,679	\$ 97,895	\$ 102,300	\$ 106,904	\$ 111,715	\$ 117,301	\$ 123,459	\$ 130,249	\$ 138,064
28	\$	82,487	\$ 86,198	\$ 90,077	\$ 94,130	\$ 98,366	\$ 102,792	\$ 107,932	\$ 113,598	\$ 119,846	\$ 127,037
27	\$	75,873	\$ 79,288	\$ 82,856	\$ 86,585	\$ 90,481	\$ 94,553	\$ 99,281	\$ 104,493	\$ 110,240	\$ 116,854
26	\$	69,805	\$ 72,946	\$ 76,229	\$ 79,659	\$ 83,244	\$ 86,990	\$ 91,340	\$ 96,135	\$ 101,422	\$ 107,507
25	\$	64,231	\$ 67,121	\$ 70,141	\$ 73,297	\$ 76,595	\$ 80,042	\$ 84,044	\$ 88,456	\$ 93,321	\$ 98,920
24	\$	59,089	\$ 61,748	\$ 64,527	\$ 67,431	\$ 70,465	\$ 73,636	\$ 77,318	\$ 81,377	\$ 85,853	\$ 91,004

## APPENDIX B

Salary Schedule Conversion Chart For Employees Hired On Or Before The Effective Date of this Negotiated Agreement

Previous Step in Appendix B to the 2021- 2023 APTA Negotiated Agreement	New Step in Appendix A
Step 4	Step 2
Step 5	Step 3
Step 6	Step 3
Step 7	Step 4
Step 8	Step 4
Step 9	Step 5
Step 10	Step 5
Step 11	Step 6
Step 12	Step 7
Step 13	Step 7
Step 14	Step 8
Step 15	Step 8
Step 16	Step 9
Step 17	Step 9
Step 18	Step 10
Step 19	Step 10

## APPENDIX C

Professional/Technical Positions

#### OCCUPATIONAL SERIES GROUPS - Page 1 of 4

ACCOUNTABILITY		CAPITAL PROJECTS/FACILITIES MGMT (CONT'D)	
Accountability Coordinator	29	Planning Manager II	29
Accountability Program Evaluator	28	Project Manager I	27
Accountability Project Services Coordinator	24	Project Manager II	29
Data & Research Analyst	26	Project Planning Manager	29
Data Analyst/Technical Coordinator	28	Regulated Systems Compliance Officer	27
Data Visual & Analytics Coordinator	29	Safety Officer	27
Research Analyst & Evaluation Director	30	School Property Planning Manger	29
Program Evaluator – ZOOM	28		
		CAREER AND TECHNICAL EDUCATION (CTE)	
ACCOUNTING		CTE - Robotics Program Coordinator	29
Bond Accountant	27	CTE - Program Specialist	25
Business Accountant	24		
Grant Accountant	24	COMMUNICATIONS	
Grant Fiscal Administrator	30	Communications Manager	28
Senior Accountant – Nutrition Services	27	Graphics & Communications Specialist II	25
Onio ricocanan riamini corrioco	+	Multicultural Outreach Specialist	25
BOARD SERVICES		Public Information Officer	26
Board Services Coordinator	26	Public Relations Specialist IV	27
Board Policy Coordinator	26	School Communication Specialist	25
Project Manager	28	Volunteer Services Coordinator	24
1 Toject Manager	20	Webmaster	26
BUSINESS/FINANCIAL	+	Webillastei	20
Accounts Payable Supervisor	24	EDUCATION ALLIANCE	1
Budget Analyst	26	Collaboration Coordinator	26
Business Senior Debt/Investment Analyst	27	Community Outreach Facilitator IV	24
Position Control Supervisor	26	Ed Alliance Executive Director	29
1 COMOT COTATO COPETVISOR	20	Ed Amarico Excedive Birector	20
CAPITAL PROJECTS/FACILITIES MGMT		EQUITY AND DIVERSITY	
Assistant Director – Construction Project/Mgmt	30	Equity & Diversity Director	31
Assistant Director – Environmental Systems &	30	Diversity Specialist I	25
Assessment	00	Diversity openianot i	
Assistant Director – Housekeeping	30		
Assistant Director – Maintenance	30	FAMILY SCHOOL PARTNERSHIPS	
Assistant Director – Planning and Design	30	Family School Partnership Administrator	29
Assistant Housekeeping Operations Manager	26	Family School Partnership Coordinator	25
Assistant Project Manager	26	Indian Education Specialist	25
Deputy Facility Management & Compliance	33	Parent University Coordinator	26
Officer	33	Parent Oniversity Coordinator	20
Director – Construction/Project Management	31		
Director, Facilities Management	31	GENERAL OCCUPATIONS	
Director - Planning and Design	31	Assessment Specialist	28
Energy & Sustainability Program Manager II	29	Child & Family Services Director	30
Environmental Systems & Assessment Director	31	Community Engagement Coordinator	26
Planning Manager I	27	Director of Clinical Services	31
rianning Manager r	21	Internal Auditor	24

### OCCUPATIONAL SERIES GROUPS - Page 2 of 4

GRANTS		PURCHASING	
Assistant Director - Grants Program Compliance	29	Assistant Director - Purchasing & Contracts	29
Categorical Grants Coordinator	26	Director II - Procurement & Contracts	31
Grant Coordinator	25	Materials Distribution Administrator I	24
Grants SB178 Coordinator	26	Print and Mail Services Manager	24
State & Federal Grant Writer	26		
State and Federal Programs Grant Director	30	RISK MANAGEMENT	
Title I Fiscal Coordinator	24	Risk Management Fiscal Analyst	26
		Risk Management Wellness Coordinator	26
HUMAN RESOURCES			
HR Staff Development Coordinator	26	SCHOOL POLICE	
Professional Growth Systems Manager	28	District Emergency Manager II	29
Professional Growth Systems Data & Research Analyst	26	School Safety Specialist	29
Staffing Specialist II	24	Victim's Advocate	24
INFORMATION TECHNOLOGY		SPECIAL EDUCATION	
Business Intelligence Analyst	29	American Sign Language Coordinator	26
IT Coordinator – Database Administrator	30	Behavior Analyst (MTSS)	30
IT Coordinator – Network Analyst	30	Compliance Coordinator	26
IT Director	32	SPED Operations Facilitator	26
IT Project Manager	29		
IT Security Analyst	29	TRANSPORTATION	
IT Security Officer	32	Assistant Transportation Director – Fleet Maintenance	29
IT Senior Network Analyst	29	Director, Transportation	31
Senior Developer – SQL Server Administration		Fleet Operations Manager	27
	29	Logistic Systems Manager	25
INTERVENTION & TRUANCY		Special Needs & Program Administrator	27
Children in Transition Coordinator	25	Transportation Division Administrator	27
Counseling - Coordinator I	26	Transportation Site Manager	25
Family Resource Center Specialist	25	Transportation Training Manager	24
Intervention Re-Engagement Facilitator	25		
Mental Health Professional	28		
Unity Support Coordinator	29		
NUTRITION SERVICES			
Nutrition Service Assistant Director	29		
Nutrition Service Coordinator	26		
Nutrition Service Field Supervisor	24		
Nutrition Service Floor Production Manager	25		

#### PROFESSIONAL-TECHNICAL POSITIONS BY TITLE - Page 3 of 4

Accountability Coordinator	29	Deputy Facility Management & Compliance Officer	33
Accountability Program Evaluator	28	Director - Construction/Project Management	31
Accountability Project Services Coordinator	24	Director - Planning and Design	31
Accounts Payable Supervisor	24	Director II - Procurement & Contracts	31
American Sign Language Coordinator	26	Director of Clinical Services	31
Assessment Specialist	28	Director, Facilities Management	31
Assistant Director – Construction Project/Mgmt	30	Director - Construction/Project Management	31
Assistant Director – Grants Program Compliance	29	Director - Planning and Design	31
Assistant Director – Housekeeping	30	Director II - Procurement & Contracts	31
Assistant Director - Maintenance	30	Director of Clinical Services	31
Assistant Director – Planning and Design	30	Director, Facilities Management	31
Assistant Director – Purchasing & Contracts	29	Director, Transportation	31
Assistant Housekeeping Operations Manager	26	District Emergency Manager II	29
Assistant Transportation Director – Fleet Maintenance	29	Diversity Specialist I	25
Asst Director – Environmental Systems & Assessment	30	Energy & Sustainability Program Manager II	29
Assistant Project Manager	26	Environmental Systems & Assessment Director	31
Behavior Analyst	30	Equity & Diversity Director	31
Board Policy Coordinator	26	Executive Director - Ed Alliance	29
Board Services Coordinator	26	Family Resource Center Specialist	25
Bond Accountant	27	Family School Partnership Administrator	29
Budget Analyst	26	Family School Partnership Coordinator	25
Business Accountant	24	Fleet Operations Manager	27
Business Intelligence Analyst	29	Grant Accountant	24
Business Senior Debt/Investment Analyst	27	Grant Coordinator	25
Categorical Grants Coordinator	26	Grant Fiscal Administrator	30
Child & Family Services Director	30	Grants SB178 Coordinator	26
Children in Transition Coordinator	25	Graphics & Communications Specialist II	25
Collaboration Coordinator	26	HR Staff Development Coordinator	26
Communications Manager	28	Indian Education Specialist	25
Community Engagement Coordinator	26	Internal Auditor	27
Community Outreach Facilitator IV	24	Intervention Re-Engagement Facilitator	25
Compliance Coordinator	26	IT Coordinator - Database Administrator	30
Counseling - Coordinator I	26	IT Coordinator - Network Analyst	30
CTE - Program Specialist	25	IT Director	32
CTE - Robotics Program Coordinator	29	IT Project Manager	29
Data Analyst/Technical Coordinator	28	IT Security Analyst	29
Data & Research Analyst	26	IT Security Officer	32
Data Visual & Analytics Coordinator	29	IT Senior Network Analyst	29
	100000		

#### PROFESSIONAL-TECHNICAL POSITIONS BY TITLE - Page 4 of 4

Logistic Systems Manager	25	Regulated Systems Compliance Officer	27
Materials Distribution Administrator I	24	Research Analyst & Evaluation Director	30
Mental Health Professional	28	Risk Management Fiscal Analyst	26
MTSS Behavior Analyst	30	Risk Management Wellness Coordinator	26
Multicultural Outreach Specialist	25	Safety Officer	27
Nutrition Service Assistant Director	29	School Communication Specialist	25
Nutrition Service Coordinator	26	School Property Planning Manager	29
Nutrition Service Field Supervisor	24	School Safety Specialist	28
Nutrition Service Floor Production Manager	25	Senior Accountant - Nutrition Services	27
Parent University Coordinator	26	Senior Developer - SQL Server Administration	n 29
Planning Manager I	27	Special Needs & Program Administrator	27
Planning Manager II	29	SPED Operations Facilitator	26
Position Control Supervisor	26	Staffing Specialist II	24
Print and Mail Services Manager	24	State & Federal Grant Writer	26
Professional Growth Systems Data & Research Analyst	26	State and Federal Programs Grant Director	30
Professional Growth Systems Manager	28	Title I Fiscal Coordinator	24
Program Evaluator – ZOOM	28	Transportation Division Administrator	27
Project Manager	28	Transportation Site Manager	25
Project Manager I	27	Transportation Training Manager	24
Project Manager II	29	Unity Support Coordinator	29
Project Planning Manager	29	Victim's Advocate	24
Public-Information Officer	26	Volunteer Services Coordinator	24
Public Relations Specialist IV	27	Webmaster	26

## APPENDIX D

Memorandum of Understanding

# MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHOE PROFESSIONAL TECHNICAL ASSOCIATION AND THE WASHOE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION (2024)

Washoe Education Support Professionals Association (WESP) and the Washoe Professional Technical Association (WPTA) recognize and agree that whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and or employee classifications are deemed necessary. Then both WESP's and WPTA's disenfranchised/impacted employees would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

Disenfranchised employees within that department would only be eligible for this one time opportunity to apply for vacancies created because of the reorganization/restructuring, and its direct impact to them. Disenfranchised employees would be required to have applications submitted within the time line provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

WPPA SHULL	1-15-24
Anthony McMillen WPTA President	Date
WESP	
Mr	3-15-24
	Date

#### MEMORANDUM OF UNDERSTANDING

#### 2023-2027

#### **Doctoral Pay**

Employees who have completed a doctoral program will receive \$1,200 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus on or before July in one (1) year, will not have earned that bonus until June 30 of the following year. If s/he leaves May 31 of the next year s/he will have one month's worth of the doctoral bonus deducted from his/her last check.]

Employees who have announced prior to July 1, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.

If an employee receives a salary bonus under Article 23.3.1.1 for completing a master's program or receives a salary bonus under Article 23.3.1.2 for an eligible professional license, then the employee cannot also receive a salary bonus for completing a doctoral program.

For Washoe County School District	For Washoe Professional Technical Association				
Kalustoura Weis	Jak Al				
Katie Louise Weir	Tony McMillen				
Director of Professional Growth	President, WPTA				
Date: 2/26/2024	Date: 2-22-24				