

NEGOTIATED AGREEMENT

Between

WASHOE COUNTY SCHOOL DISTRICT

And

WASHOE SCHOOL PRINCIPALS' ASSOCIATION

20152017– 20172019



Effective July 1, 20152017

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Washoe County School District and Washoe School Principals' Association

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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 School Principals' Association (hereinafter referred to as WSPA) 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 WSPA 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 WSPA.

## 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 "unit member" or "member" as used in this Agreement, shall refer to, Principals, Assistant Principals, Specialist ~~2s~~, ~~Directors of ROTC~~, ~~Directors 1 and 2~~ Assistant Directors, ~~Coordinators 1 and 2~~, ~~Director of Health Services~~, ~~Area Administrators~~, Lead Psychologist, Program Administrator, Site Administrators, Turning Point Administrator and other people who hold administrative credentials and serve in that capacity in WCSD. The exception will be those Administrators who are excluded by NRS 288.
- 1.3 The term "Agreement" shall refer to the name of this document as the Professional Negotiation Agreement between the Washoe County School District (WCSD) and the Washoe School Principals' Association (WSPA).
- 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 Washoe School Principals' Association, as the bargaining unit.

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- 1.6 The term "School 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 Washoe County School 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 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 "work year" shall mean the number of contractual days based on job descriptions that bargaining unit members work during each calendar year.
- 1.11 The term "day" shall mean the work day.
- 1.12 The term "Immediate Family," pertaining to the use of sick leave and bereavement leave, shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, grandmother, grandfather, grandchild, foster parent, and brother-, sister-, daughter- or son-in-law, of a bargaining unit member, or any person who maintains the same permanent residence with a bargaining unit member.

## **ARTICLE 2 RECOGNITION**

- 2.1 The Board of Trustees recognizes the WSPA as the exclusive representative of all who are eligible to become unit members and who are employed by the Washoe County School District, with the exception of such employees as are excluded by NRS 288.
- 2.2 Any reference to individual Administrators in this agreement in masculine terms, such as "he," "his," or "him," shall in every case be applicable to female employees as if these terms were written as "she," "hers," or "her."

## **ARTICLE 3 NEGOTIATIONS**

For purposes of meetings involving negotiations, including mediation and arbitration, members of the WSPA's bargaining team will be afforded the time without recrimination, retaliation or penalty. It is expressly understood that no

reference to unit members' participation in the negotiations process may be used or referred to within a negative connotation in the unit members' evaluation.

**ARTICLE 4  
FAIR PRACTICES**

- 4.1 The Association must equally represent all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization. The Association will continue to admit administrative persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, sex, age or handicap.

**ARTICLE 5  
NO STRIKES/WORK STOPPAGES**

- 5.1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.

**ARTICLE 6  
IMPASSE**

- 6.1 If the School District and the WSPA 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 7  
DISABILITY CLAUSE**

- 7.1 If an Administrator becomes disabled as defined by the Americans with Disabilities Act (ADA), any potential transfer shall be implemented in accordance with said Act.

**ARTICLE 8  
GENERAL SAVINGS CLAUSE**

- 8.1 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 9  
DUES DEDUCTION**

- 9.1 Upon written authorization from the Administrator, the School District agrees to deduct Association dues from the salaries of unit members covered by this Agreement exclusively for members of the Washoe School Principals' Association, the Nevada Association of School Administrators, and for up to three additional organizations or programs approved by the Association. These monies shall be transmitted promptly to the appropriate organization.
- 9.2 The Association will certify to the Board of Trustees in writing the current rate of membership dues. The Board of Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 9.3 Deductions referred to in Section 8.1 will be made in equal installments, once each month during the year. The School District will not be required to honor any month's deductions authorization which is received later than the 10th of the month prior to the distribution of the payroll from which the deductions are to be made.
- 9.4 No later than October 10 of each year, the Association will provide the School District with a list of those employees who have voluntarily authorized the School District to deduct dues for the organizations named in Section 8.1. Copies of the executed dues authorization for all unit members must be submitted to the School District. The Association will notify the School District monthly of any changes to this list. Any unit member 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 School District in writing to discontinue the unit member's deduction.
- 9.5 Upon termination of a unit member 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 member in the bargaining unit in favor of any other organization attempting to represent unit members for the purpose of collective bargaining related to salaries, hours, working conditions and other fringe benefits.

- 9.6 It is recognized that the School District in agreeing to deduct dues is performing solely an administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, of the Association and contrary to the instructions received from the individual employee. Further, in the event the School 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 10  
TEMPORARY LEAVES OF ABSENCE**

**10.0 LEAVE NOTIFICATION/REQUESTS/APPROVAL**

In order to be granted leave, Association bargaining unit members shall submit a "Leave Notification of Request / Approval Form", which will cover all Temporary and Extended Leaves and the conditions for notification, request and approval. The "Leave Notification of Request / Approval Form" shall be accessible from the District website.

**10.1 ADMINISTRATIVE LEAVE**

Upon prior notification to the immediate supervisor, two (2) days shall be granted each year to unit members with contracts of 230 days or more. Administrators with contracts of fewer than 230 days shall be granted six (6) days of administrative leave. 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 School District and no deduction from accumulated sick leave will be made.

**10.2 BEREAVEMENT LEAVE**

Unit members may be granted one or more leaves of absence with pay, not to exceed twelve (12) days per funeral, to be deducted from accrued sick leave, to attend a funeral of the immediate family as defined in Article 1 of this Agreement.

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

**10.3 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 her/his designee, for participation in civic or community activities. 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.

**10.4 EDUCATIONAL SERVICES LEAVE**



At the request of the Administrator, and with the approval of the building principal or the appropriate immediate supervisor, unit members shall be excused from their regular duties in order to organize or participate in events, which provide educational service to the School District.

#### 10.5 LEGAL LEAVE

A unit member, 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 member shall be turned in to the Business and Finance Department of the School District. A member 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.

#### 10.6 MILITARY LEAVE

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

#### 10.7 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.

#### 10.8 PROFESSIONAL LEAVE

Bargaining unit members are encouraged to participate in continuing education, professional organizations and community projects. A short-term leave without pay may be granted to members for work in these areas as well as on 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 Washoe County School District or professional growth for the Administrator. This leave with pay shall not be granted for the purpose of taking courses for college credits. The preceding sentence notwithstanding, the District recognizes that there are some

workshops, seminars, conferences, which may offer credits for attendance, and as such, bargaining unit members may accept such credits.

Such leave shall not be requested during the first two (2) or last two (2) weeks of the school year, except in extenuating circumstances as approved by the Superintendent.

#### 10.9 PUBLIC OFFICE LEAVE

Any member 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.

#### 10.10 VISITATION LEAVE

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

#### 10.11 FAMILY MEDICAL LEAVE

Annually, within the first 30 days of each school year the administration will provide each unit member with a summary of the Family Medical Leave Act, its benefits and any restrictions the district has established. The summary will include the procedures which a unit member is to follow if an application for use of such leave is needed.

#### 10.12 – VACATION LEAVE

10.12.1 Effective July 1, 2017, Eleven (11) month School based and Non-school based Principals, Specialists, Instructional Coordinators, Assistant Principals, Directors assigned to Elementary Schools, Middle Schools and High Schools as listed in the attached salary schedule appendix shall receive eighteen (18) days of vacation leave each year. Accrual of Employee's vacation shall not exceed forty (40) days. The District shall make available reasonable periods of time for employees to take earned vacation. Upon reasonable prior notification to and approved by the immediate supervisor, unit members will be able to use such leave so long as it will not reflect adversely on the District.

10.12.2 Effective July 1, 2017, twelve (12) month School based and Non-school based High School and Multi-track Year Round Principals as listed in the attached salary schedule appendix shall receive twenty (20) days of vacation leave each

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year. Accrual of Employee's vacation shall not exceed forty (40) days. The District shall make available reasonable periods of time for employees to take earned vacation. Upon reasonable prior notification to and approved by the immediate supervisor, unit members will be able to use such leave so long as it will not reflect adversely on the District.

10.12.3 Once and employee reaches the cap of forty (40) days maximum accrual, the employee will no longer accrue vacation days until the accrued days fall below the forty (40) day maximum.

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## **ARTICLE 11 EXTENDED LEAVES OF ABSENCE**

### **11.1 GENERAL LEAVE OF ABSENCE**

11.1.1 Upon written petition to the Chief Human Resources Officer, or her/his designee, supported by a letter from the immediate supervisor recommending such leave, any post probationary unit member may request, upon showing good and sufficient reasons including care of a member of the unit member'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 her/his designee, in extenuating circumstances. Leaves of less than one (1) year may be approved by the Chief Human Resources Officer, or her/his designee.

11.1.2 Written notice must be filed with the Chief Human Resources Officer, or her/his designee, by March 1, of the school year during which the leave is effective, stating whether or not the unit member plans to return. Failure to give such notice will automatically forfeit the right for the unit member to return. Upon written application to the Chief Human Resources Officer, or her/his designee, showing unusual and extenuating circumstances necessitating an extension of the leave of absence, the Chief Human Resources Officer, or her/his designee, may, at its 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 30 days prior to the date completing the term of the leave. In cases of extreme emergency, a leave extension may be requested fewer than 30 days prior. The unit member must be notified in writing of the Chief Human Resources Officer or her/his designee's decision within ten (10) days of their decision.

11.1.3 Unit members 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 they qualify for advancement. While assurances cannot be given, every effort shall be made to place the member in the same or a comparable assignment. He shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

The administration shall, if the leave is approved, provide written notice to the unit member.

## 11.2 SABBATICAL LEAVE

11.2.1 Upon proper application and approval by the Chief Human Resources Officer, or her/his designee a Sabbatical Leave of one (1) school year duration may be granted for completion of advanced program of study in the Administrator's area of specialization or an allied teaching field. The application requires.

- A description of the course of study for which the sabbatical leave is requested, including the specific classes to be taken (department, class number & title, if possible);
- Confirmation of formal acceptance into an advanced study program; and
- A description of how the sabbatical leave will benefit the District.

11.2.2 Members must have completed seven (7) consecutive years with the District by September 1, of the year in which the leave is to commence, and must not have taken Sabbatical Leave during the preceding seven (7) years.

11.2.3 Members must apply by March 1, preceding the school year in which the Sabbatical Leave is to be taken, using forms developed by the Human Resources Office. They must substantiate the benefit of the Sabbatical Leave to the District and must describe the nature of the course of study.

11.2.4 If a member receives a grant, scholarship, fellowship, job study program, or other academic award after March 1, but not later than August 1, of the school year, the Chief Human Resources Officer, or her/his designee shall consider the request for Sabbatical Leave, provided the number of Administrators approved for Sabbatical Leave has not already exceeded the defined limit. The unit member will receive a written notification of the Superintendent's decision within ten (10) days.

11.2.5 The salary will be one-half (1/2) of the unit member's annual rate in effect during the Sabbatical Leave year. While on leave, the member shall furnish a surety bond indemnifying the District against loss in the event he fails to render the minimum service required after return from leave. If the member does not wish to furnish a surety bond, payment of Sabbatical Leave salary

is to be made in twelve (12) monthly installments added to the salary received by the member during the year following the year in which the Sabbatical Leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during the Sabbatical Leave, but no other employee benefits may be paid during the period of the Sabbatical Leave with the exception that up to one-half (1/2) of the Benefit Reserve Program (BRP) be paid. The Sabbatical Leave shall count for a year's experience, as if the Administrator were not on a leave of absence.

Members must agree to return to the District for a minimum of two (2) school years following Sabbatical Leave and must submit a report that includes transcripts, which describes and evaluates the Sabbatical Leave.

11.2.6 Members granted a Sabbatical Leave will return to duty at the same placement on the salary schedule as shown on the date leave was granted, unless they qualify for advancement. While assurances cannot be given the Administrators, every effort shall be made to place the Administrator in the same or a comparable assignment. He shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

11.2.7 A Sabbatical Leave committee appointed by the Association and the School District shall be established to review applications for Sabbatical Leave and make recommendations for approval or disapproval to the District.

11.2.8 Only one bargaining unit member may be granted Sabbatical Leave annually. If the sabbatical leave is not used in one year that allocation can be rolled over to the next year for a maximum of two (2) leaves able to be granted for bargaining unit members during any one year.

### 11.3 CHILD-REARING LEAVE

11.3.1 Upon written verification from the physician that a unit member is unable to perform duties due to disabilities caused by or attributed to pregnancy, miscarriage, childbirth, or recovery there from, that member may have the option of charging such period of disability to accrued sick leave.

11.3.2 A member shall be granted a child-rearing leave without pay, not to exceed twelve (12) calendar months, upon written application submitted at least one (1) month prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate.

11.3.3 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.

11.3.4 No benefits shall accrue to members while on a child-rearing leave, except the member shall be credited with one (1) year of service for salary advancement, if they worked the major portion of the contract days at the time such leave commenced. Upon their return, they shall be credited with any accumulated unused sick leave.

In the event a bargaining unit member is on probation, the year will be counted toward completion of the probationary period, at the discretion of the bargaining unit member's immediate supervisor and provided the bargaining unit member worked the major portion of the contract days at the time the child-rearing leave commenced.

11.3.5 Members granted child-rearing leave will return to duty at the same placement on the salary schedule as shown on the date leave was granted, unless they qualify for advancement. While assurance cannot be given that they will return to the same position, reasonable effort will be made to do so, or to place them in the same or a comparable assignment. They shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

11.3.6 Upon written application to the Superintendent, showing unusual and extenuating circumstances, the leave may be extended for an additional period up to twelve (12) calendar months. Members will be notified in writing within ten (10) days of the Superintendent's decision to extend the leave.

#### 11.4 ADOPTION LEAVE

11.4.1 Adoption leave up to twelve (12) months shall be granted to unit members. Members shall notify the School District of the impending adoption as soon as they apply for adoption. A leave shall commence no later than nine (9) months after the placement of the child in the home. The School District shall be notified by March 1, whether the member plans to return to work. Upon return, members shall be paid at the same salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that they worked the major portion of the contract days at the time the leave commenced. Upon return, they shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

11.4.2 Upon reasonable prior notification to the immediate supervisor and documentation, if requested, one parent who is adopting an infant shall be granted up to two (2) days of leave with pay, to be deducted from accumulated sick leave.

**ARTICLE 12  
WSPA LEAVE**

12.1 WSPA LEAVE

12.1.1 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. Per diem and/or travel shall not be provided by the Board of Trustees.

**ARTICLE 13  
SICK LEAVE, DISABILITY BENEFITS, AND SICK LEAVE BANK**

13.1 Each member 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 member has completed the entire school year.

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

Members 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.

13.2 Sick leave is to be used only if members are unable to perform their duties. If, in the opinion of the Chief Human Resources Officer, or her/his designee, reasonable cause exists, verification of the member's illness or disability or verification of the member'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 her/his designee may require an independent medical examination of the member at the School District's expense, with a physician selected by the School District. The results of such examination are to be forwarded to the School District and to the member. Independent medical examinations are to be required judiciously.

- 13.3 The School District will, on a monthly basis, notify members of accumulated days of sick leave.
- 13.4 Members 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. Members may request from the Superintendent an extension of family illness leave.
- 13.5 Under this Agreement, all unit members may join the Sick Leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have profound long term illness or disabilities and who have exhausted their sick leave accumulation.
- 13.5.1 At the beginning of each school year all bargaining unit members are eligible to participate. Employees must notify the Association of their desire to participate by a form returned by October 15<sup>th</sup> of that year.
- 13.5.2 Only individuals who have contributed to the bank are eligible for benefits.
- 13.5.3 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.
- 13.5.4 The maximum accumulated number of days which any one person can be granted from the bank during his/her period of employment with the Washoe County School District is 75 days per year.
- 13.5.5 The maximum number of days which can be used from the Sick Leave Bank in any given year will be 225.
- 13.5.6 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.
- 13.5.6 Those members 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.



13.5.8 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.

13.5.9 At the end of each fiscal year, all days in the bank will be carried over to the next fiscal year.

13.5.10 Unit members who retire from the District may elect to donate one (1) additional day at the time of his retirement from their remaining accumulated sick leave.

13.5.11 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 14  
ADVISORY COUNCIL**

14.1 An Advisory Council shall be established by the Association and the Superintendent.

14.2 The purpose of the council is:

14.2.1 to advise the Superintendent regarding policies, administrative regulations, procedures, practices, and programs, which will result in a more productive educational atmosphere in the Washoe County School District:

Copies of all proposed policies and administrative regulations, which will be presented to the Board, will be provided to the members of the Advisory Council.

14.2.2 improve morale;

14.2.3 apprise the Superintendent and staff of actual or potential problems involving the School District;

14.2.4 improve communication between members, the Superintendent, and staff;  
and

14.2.5 secure maximum productive and constructive involvement of all unit members in their primary goal, which is the educational process of the Washoe County School District.

14.3 The Council shall consist of the Superintendent, who shall act as the chairperson; the President of the Association; four (4) members of the WSPA, one (1) of which may include the Advocate for WSPA; and others who may be called upon by the Superintendent or the Association to attend the meetings.

14.4 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 WSPA.

The Superintendent will make every effort to provide a proposed Calendar of the Advisory Council meetings within 30 days of the commencement of the school year.

14.5 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 conduct, policies, or welfare of the public schools of Washoe County. The Superintendent will request from the Association President any items to be placed on the Agenda as well as items which the Superintendent wishes to place on the agenda at least ten (10) days prior to the scheduled meeting. Subjects which are mandatory topics for collective bargaining or are covered by the Negotiated Agreement will be excluded from Advisory Council agendas.

14.6 The Advisory Council shall adopt its own operational procedures.

14.7 Either party may call a meeting of the Advisory Council subject to the provisions of 15.4.

#### **ARTICLE 15 USE OF FACILITIES**

15.1 The Association shall have the right to use school mail boxes 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 faculty bulletin board.

15.2 The Association shall be allowed the use of school buildings for Association meetings on regular 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 days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from Association use shall be paid by the Association.

## ARTICLE 16 REQUIRED DAYS

16.1 The minimum number of regularly scheduled working ~~days~~ months for all unit members will be specified in ~~the individual employment agreement Appendix B, as established in the job description which will be included with each employment agreement.~~ Any variances from the normal number of regularly scheduled working ~~days~~ months for a position will be noted as such in the ~~employment agreement~~ job description and the Association President will be advised of the variance in writing.

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16.2 Unit members who are in positions that are less than 12 months in duration may request and, with the approval of their immediate supervisor, "flex" their work schedule for the purposes of working during non-contract periods if such work is necessary for their position. ~~The maximum number of required regularly scheduled working days for existing Administrators shall be 250. These regularly scheduled working days do include any vacation days that a bargaining unit member may be entitled to have. Upon the tentative signing of this agreement, for all current 230 day contract employees all vacation and sick leave accruals will be given a one-time adjustment to equalize the current days accrued as it relates to the daily rate.~~

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For example: If the employee is earning \$115,957, the daily rate of pay is \$504.16. Under the 250 day contract, the new daily rate of pay would be \$463.83. If the employee currently has 20 days accrued, equal to \$10,083.20 at his/her daily rate of pay, upon converting to the new daily rate (dividing by \$463.83), the employee would be credited a total of 21.74 days, which is an additional 1.74 days for this example.

16.3 Unit members with fewer than 230 days on the salary schedule shall not accrue vacation days. Unit members with 230 day contracts shall accrue a maximum of 20 vacation days per year, with a maximum of 40 days-vacation carryover. Once an employee reaches the cap of forty (40) days maximum accrual, the employee will no longer accrue vacation days until the accrued days fall below the forty (40) day maximum.

16.4 All days worked by unit members shall count toward their minimum number of contract days required, including holidays and weekends. This may not result in unit members having completed their required workdays prior to the last day of the school year when teachers are in attendance.

16.5 All Administrators are encouraged to work the two weeks prior to the beginning of the school year and the two weeks following the end of the school year.

- 16.6 If, due to the scope of the job, unit members are required by their immediate supervisor to work extra days above and beyond the minimum contract time, they will be compensated at their daily rate of pay. This does not include days worked during the two weeks prior to the opening of school or the two weeks following the close of school.
- 16.7 Effective July 1, 2005, the District shall add two (2) additional work days to contracts for the following bargaining unit members: Elementary and Secondary Principals, Secondary Assistant Principals, Specialists, and Coordinators I and II.

**ARTICLE 17  
ADMINISTRATOR FILES**

- 17.1 In accordance with NRS 391.~~343~~755(b), a written admonition must allow reasonable time for improvement, which must not exceed three (3) months for the first admonition. The admonition must include a description of the deficiencies of the administrator and the action that is necessary to correct those deficiencies.
- 17.1.1 An admonition issued to any employee covered by this bargaining group who, within the time granted for improvement which may be longer than three (3) months and who has met the standards set for the employee by the administrator who issued the admonition must be removed from the records of the employee (upon email or written request of the employee to the Chief Human Resources Officer) together with all notations and indications of its having been issued. The admonition must be removed from the records of the employee not later than three (3) years after it is issued.
- 17.2 Materials derogatory to unit members' conduct, service, character, or personality shall not be placed in their file unless they have had an opportunity to read such material and to indicate that reading has occurred by affixing their signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The member is entitled to a copy upon request.
- 17.3 Unit members shall have the right to respond in writing to any material filed, and their answer shall be submitted to the immediate supervisor and forwarded to the Chief Human Resources Officer, who shall attach it to the file.
- 17.4 Access to personnel files of unit members shall be on a need-to-know basis only. Permanent files of members 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 or assistant superintendent, the member's immediate supervisor, all employees of Human Resources, District legal counsel, or as otherwise authorized by law shall be exempt from this requirement.

- 17.5 Unit members shall have the right to place pertinent material in their file. This material shall be submitted to the immediate supervisor or Superintendent, forwarded to Human Resources, and placed in the member's file. The immediate supervisor or other administrative personnel shall have the right to attach comments to such materials subject to 18.2. No such material shall be deleted without the member's consent.
- 17.6 Unit members shall have the right, upon request, to review the contents of their personnel file. Members will be entitled to have a representative of the Association accompany them during such review.
- 17.7 All references and information originating outside the School District on the basis of confidentiality and information obtained within the School District in the process of recommending the unit member for employment or promotion shall not be subject to this Agreement and, therefore, shall not be available for inspection by the member.

**ARTICLE 18**  
**DISMISSAL AND DISCIPLINARY PROCEDURES INCLUDING GRIEVANCE AND**  
**BINDING ARBITRATION**

- 18.1 Disciplinary actions, including but not limited to, demotion, suspension, dismissal, and non-renewal actions taken against post-probationary unit members (in accordance with NRS 391), shall be progressive in nature and related to the nature of the infraction. Unit members shall be given reasonable opportunity for improvement.

The School District shall not discharge, demote, suspend or take any other disciplinary action against a post probationary bargaining unit member of this unit without just cause.

- 18.2 The procedures embodied in NRS Chapter 391.~~34297~~750 for short-term suspension, demotion or dismissal applies to Certificated Administrators.
- 18.3 In lieu of using the procedure embodied in NRS 391.~~34297~~750, for short-term suspension, demotion and dismissals, unit members may choose to have the matter heard pursuant to binding arbitration using an arbitrator mutually selected by the member or the member's designee and the District following the Federal Mediation and Conciliation Services' (FMCS) rules for choosing an arbitrator from a list submitted by the Federal Mediation and Conciliation Services' (FMCS).
- 18.4 PROGRESSIVE DISCIPLINE – Except as otherwise provided by this Agreement, demotion, suspension, dismissal, and non-renewal actions taken against

employees covered by this Agreement shall comply with all provisions of NRS Chapter 391 as amended through the Nevada Legislature. It is understood that all references to NRS Chapter 391 throughout this Article imply the current Chapter 391 and any future amendments by the Nevada Legislature.

- 18.5 The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Progressive discipline is an effective, reasonable system of disciplinary action that is founded on the premise that disciplinary actions are, where possible, to be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe; and that the disciplinary actions imposed and their progression fit the nature of the specific circumstances.
- 18.6 Demotion, suspension, dismissal, and non-renewal actions taken against employees in accordance with NRS 391 and this Agreement shall be appropriate to the specific failure to act of the individual employee, shall be progressive in nature and reasonably related to the nature of the problem. If requested, employees must be provided with a representative of their choice in accordance with the provisions as set forth in Article 21 of this agreement.
- 18.7 INVESTIGATIONS/FORMAL COMPLAINT PROCESS – After the District has conducted its preliminary initial investigation and that investigation results in a formal investigation of an employee it shall be conducted as follows:
- A. The employee's supervisor shall serve written notice to the employee who is the subject of the investigation that the supervisor is scheduling an administrative, investigative due process (IDP) meeting. The notice shall include:
  - B. A description of the nature of the investigation;
  - C. A summary of alleged misconduct of the employee including the administrative policies that are being investigated;
  - D. The date, time and place of the IDP meeting or hearing;
  - E. The person in charge of the investigation and the individual who will conduct any IDP or hearing;
  - F. The name of any other person who will be present at any IDP or hearing; and
  - G. Immediately before any IDP or hearing begins, inform the employee who is the subject of the investigation orally on the record that:
  - H. The employee is required to provide a statement and answer questions related to the employee's alleged misconduct; and
  - I. If the employee fails to provide such a statement or to answer any such questions, the agency may charge the employee with insubordination.
  - J. Limit the scope of the questions during the IDP or hearing to the alleged noticed misconduct of the employee who is the subject of the investigation.
  - K. If any evidence is discovered during the course of an investigation or hearing which establishes or may establish any other possible misconduct engaged in by the employee, the District shall notify the employee of that fact and shall not conduct any further interrogation of the employee concerning the possible

misconduct until a subsequent notice of that evidence and possible misconduct is provided to the employee unless the employee waives that right and allows the additional allegations to be heard during the initial investigative hearing.

- L. The hearing may be recorded by the parties.
- M. Upon the employee receiving notification of the IDP, the District shall complete the investigation within forty-five (45) days. The time constraints may be extended beyond the forty-five (45) days providing exigent circumstances exist to prevent a thorough investigation. In such an instance, the individual conducting the investigation, with the approval of his/her supervisor, shall provide the affected employee and his/her representative if there is one, with a written notice within ten (10) days or by e-mail with delivery confirmation, the exigent circumstances as to why the investigation had to be extended. In no event shall an investigation conclusion exceed sixty (60) days. If the investigation is not completed in the time frames as described in this section the administrative investigation shall be closed with the conclusions listed as "non-sustained."
- N. If the investigation concludes that no violations of policy(ies)/statute(s) occurred the employee shall immediately notified that the findings were not sustained, unfounded or exonerated.
- O. If the investigation concludes findings of violations(s) of policy(ies)/statute(s) occurred the employee shall be immediately notified of the findings and notified of the appeal rights as described in this Article.

18.7.1 Allegations of unsatisfactory performance and/or misconduct by an employee will be investigated by the employee's supervisor or the supervisor's designee.

18.7.2 When an employee is performing unsatisfactorily and/or is engaged in alleged misconduct that may lead to disciplinary action against the employee, the supervisor shall meet with the employee in an Investigatory/Due Process (IDP) meeting in order to discuss the allegations of unsatisfactory performance and/or misconduct.

18.7.3 If exigent circumstances exist, a supervisor may discuss with an employee a situation that needs to be addressed immediately.

18.7.4 The supervisor shall give a written notice to the employee who is the subject of the investigation that the supervisor is scheduling an administrative, Investigative Due Process (IDP) Meeting. The notice shall include:

- A. A description of the nature of the investigation;
- B. A summary of alleged unsatisfactory performance and/or misconduct of the employee including the administrative policies that are being investigated;
- C. The date, time and place of the IDP meeting.
- D. The individual(s) who will conduct any meeting;

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E. The name of any other person who will be present at any IDP the meeting.

18.7.5 At the beginning of an IDP meeting, the supervisor shall inform the employee who is the subject of the investigation orally on the record that:

the employee is required to provide a statement and answer questions related to the employee's alleged unsatisfactory performance and/or misconduct.

If the employee fails to provide such a statement or to answer any such questions, the District may charge the employee with insubordination.

18.7.6 The scope of the questions at the IDP meeting shall be related to the alleged noticed unsatisfactory performance and/or misconduct of the employee who is the subject of the investigation.

If any evidence is discovered during the course of an IDP meeting which establishes or may establish any other possible unsatisfactory performance and/or misconduct engaged in by the employee, the person(s) conducting the IDP meeting shall notify the employee of that fact and shall not conduct any further interrogation of the employee concerning the other possible unsatisfactory performance and/or misconduct until a subsequent IDP meeting notice of that possible unsatisfactory performance and/or misconduct is provided to the employee pursuant to section 18.7.4 above. The employee may waive that right to the subsequent IDP meeting notice and respond to questions about the other possible unsatisfactory performance and/or at the current IDP meeting.

18.7.7 The IDP meeting may be recorded by the parties.

18.7.8 Upon the employee receiving notification of the IDP meeting from their supervisor, the District shall complete the investigation/IDP process (including any follow-up investigation) within forty-five (45) days. The time constraints may be extended beyond the forty-five (45) days providing circumstances exist to prevent a thorough investigation. The individual conducting the investigation, with the approval of his/her supervisor, shall provide the employee who is the subject of the investigation and his/her representative with a written notice ten (10) days prior to the forty five (45) deadline by e-mail with delivery confirmation, the circumstances as to why the investigation had to be extended. In no event shall an investigation conclusion exceed sixty (60) days from the time the employee receives the notice of the IDP meeting. If the investigation is not completed in the time frames as



described in this section the administrative investigation shall be closed with the conclusions listed as "non-sustained."

18.7.9 The employee who is the subject of the investigation shall be notified in a timely manner of the findings of the investigation and shall be notified of the appeal rights as described in this article.

18.8 Except for incidents of a serious nature as defined in this Article, progressive discipline action shall generally follow the pattern of:

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18.9 Oral/Written Warning:

- A. The supervisor must verbally communicate the deficiencies to the employee regarding his/her performance or behavior.
- B. The supervisor must discuss the deficiencies in which improvement is required.
- C. An oral/written warning may be memorialized in writing in an oral/written warning conference summary.
- D. If an oral/written warning conference summary is developed, a written acknowledgement of receipt of the oral/written warning conference summary must be obtained. The employee is required to sign the oral/written warning conference summary as an acknowledgement of receipt, but the signature does not indicate agreement with its content. The oral/written warning is to be given to the employee by the supervisor and the employee may respond in writing to the warning and have the response attached.
- E. The oral/written warning and the written response by the employee, if any, will be placed only in the employee's site file.

18.10 Written Reprimand:

- A. The supervisor must, in writing, communicate the deficiencies to the employee regarding his/her performance or behavior which must be changed/improved.
- B. The supervisor must, in writing, describe the deficiencies in which change/improvement is required and establish directions designed to lead to the required change/improvement.
- C. The supervisor must, in writing, inform the member that failure to improve may result in an admonishment and/or suspension, demotion, or dismissal.

~~D. An employee may appeal a written reprimand to the Superintendent's level only. A written acknowledgement of receipt of the written reprimand must be obtained. The employee is required to sign the written reprimand as an acknowledgement of receipt, but the signature does not indicate agreement with its content. The employee may respond in writing to the reprimand and have the response attached.~~

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- E. A written reprimand may be purged from the personnel file, upon written request of the employee, if there are no same or similar violations twelve
- E. (12) months from the date the written reprimand was issued. A copy of the Written Reprimand, and the written response by the employee, if any, will be placed in the employee's personnel file.

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18.11 Letter of Admonition or Admonition/Suspension:

- A. An admonition must be provided to an employee as a separate document or in conjunction with a suspension. However, no employee shall be suspended without having received an admonishment except as provided for in NRS 391.~~343-755~~ and NRS 391.~~344-760~~ or as described in this article.
- B. The supervisor must, in the written admonition, comply with the requirements of NRS 391.~~343-755~~ and notify the administrator that improvement is required and that continuation or repetition of the deficiencies as stated in the document may result in suspension, demotion, dismissal, or a recommendation not to reemploy.
- C. The supervisor may issue a Letter of Admonition only after an investigation, if needed, has been made. An admonishment may be utilized as the first step of progressive discipline when the administrator's actions meet the criteria for an incident of a serious nature as provided for in NRS 391.~~34297750~~.
- D. A written acknowledgement of the receipt of the admonishment must be obtained. The employee is required to sign the admonishment as an acknowledgement of receipt but the signature does not indicate agreement with its content.
- E. Administrative leave with pay may be used to temporarily remove an employee from their duties. The employee shall be informed that the reason(s) for placing the employee on administrative leave with pay is due to a pending investigation.
- F. Except as provided in NRS 391.~~343-755~~ and NRS 391.~~344760~~, or as otherwise described in this Article the supervisor must issue a letter of admonition and a written notice of suspension identifying the action of the administrator leading to the suspension. The notice of suspension will be signed by the employee and the employee's direct supervisor. The signature of the employee does not indicate agreement with the contents of the notice.
- G. Except as provided in NRS 391.~~344760~~, an employee who has been given a Notice of Recommendation for Suspension is entitled to a pre-disciplinary hearing before the Superintendent or his/her designee prior to any disciplinary action being taken. The employee, or their representative(s), must request the hearing within fifteen (15) days of receipt of the notice of suspension. The District must hold or schedule the hearing within fifteen (15) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing or by e-mail with delivery confirmation.

- H. If the employee elects to appeal the discipline he/she shall be provided a complete copy of the investigation including any notes, recordings, transcribed copies of interview, if available, or documents used by the District or any outside source to reach the sustained findings.

An employee may be suspended more than once during the administrator's contract year, but the total number of days of suspension may not exceed twenty (20) in one contract year, as provided in NRS 391.~~347~~760.

18.12 Demotion, non-renewal or dismissal:

- A. A demotion is the removal of an employee from his or her present position to one of lesser rank, responsibility, or pay. An employee who is demoted must be assigned to a position in which he/she meets the minimum qualifications.
- B. The Superintendent or his/her designee shall give written notice of a recommendation of demotion to the employee as provided in NRS 391.~~347~~775. The notice of recommendation of demotion will be signed by the employee and the Superintendent or his/her designee. The signature of the employee does not indicate agreement of the demotion but only signifies receipt of the notice.
- C. A Post Probationary employee who has been given notice of recommendation of demotion is entitled to a pre-disciplinary hearing before the Superintendent or designee prior to any disciplinary action being imposed. The employee, or the member's representative(s) acting on their behalf, must request the hearing as provided herein within fifteen (15) days of receipt of the notice of recommendation of demotion. The District must hold or schedule the hearing within fifteen (15) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing or by e-mail with delivery confirmation.
- D. A notice not to reemploy shall be used for a probationary employee who will not be reemployed at the conclusion of the probationary period.
- E. Dismissal is used to permanently remove an employee from employment as an administrator with the School District.
- F. If the Superintendent believes that cause exists for the dismissal of an employee the provisions of NRS 391.~~344~~755 must be followed.
- G. The Superintendent shall give written notice of recommendation of dismissal to the employee as provided in NRS 391.~~347~~775 and as provided in Article 18.8 above and Article 21 of this agreement. The notice of recommendation of dismissal will be signed by the employee and the Superintendent or his/her designees. The signature of the employee does not constitute agreement with the recommendation but only signifies receipt of the notice.
- H. At least 15 days before a recommendation is made to demote, dismiss or not reemploy a post-probationary employee, the Superintendent or his/her designee shall give written notice to the employee by registered or certified

mail or by e-mail with confirmation delivery, of his intention to make the recommendation. The notice must:

1. Inform the employee of the grounds for the recommendation.
  2. Inform the employee that if a written request is directed to the Superintendent as provided herein, the employee is entitled to a pre-disciplinary hearing before the Superintendent or his/her designee as set forth NRS 391.~~311-650~~ to 391.~~3194-800~~ inclusive and in compliance with this Agreement. The employee or their representative(s), acting on their behalf, must request the hearing provided herein. The employee or their representative(s), on behalf of the employee, must request the hearing within fifteen (15) days of receipt of the notice of recommendation of dismissal. The District must hold or schedule the hearing within fifteen (15) days of receipt of the request for hearing. It is agreed that timelines may be waived if agreed to in writing or by e-mail with delivery confirmation. The employee or his/her representative with approval of the employee, may waive the hearing and proceed directly to the appeal procedures as described below including binding arbitration in accordance with the provisions of this Article.
  3. If the employee elects to appeal the discipline the employee and their representative(s) acting on their behalf, shall be provided a complete copy of the investigation including any recordings, transcribed copies of interview(s) if available or documents used by the District or any outside source to reach the sustained findings.
- I. Disputes regarding suspension which are processed through the grievance and arbitration procedure as described in this article shall become effective on the date of the arbitrator's decision.
- 18.13 No observation may result in an oral warning conference summary, written warning, "ineffective" written evaluation, directions for change, or written admonition unless the observation is called to the attention of the administrator in writing by the supervising administrator(s) within twenty (20) school days after the observation was brought to the attention of the supervising administrator or within twenty (20) school days that the administrator receiving the document is required by contract to be on the job. A written acknowledgement of receipt of any writing must be obtained. The employee is required to sign the writing as an acknowledgement of receipt, but the signature does not indicate agreement with its contents. If the employee receiving the document is absent and not available during the twenty (20) school days, the twenty (20) school days shall be extended by the number of days that the employee is absent.

- 18.14 All appeals of sustained findings by the Superintendent or his/her designee shall be handled in the following manner:
- 18.15 Not later than fifteen (15) days after the receipt of the response from the Superintendent or his/her designee as set forth in above, the employee, or his/her representative, may request binding arbitration in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the superintendent or his/her designee written notice, which can be served by e-mail with delivery confirmation, of the intent to arbitrate the sustained discipline.
- 18.16 If the Association does not agree to or support arbitration, it shall not be responsible for any fees or expenses under this collective bargaining agreement (CBA). The individual employee, in that event, will be individually responsible for any fees or expenses. In addition, if the Association does not agree to arbitration, the Arbitrator may require from the individual the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made within thirty (30) days prior to the individual arbitrator's cancellation date, the grievance shall be deemed denied or settled on the basis of the last administrative decision. In that event, the employee may rebut the last administrative decision within thirty (30) days of that event occurring and any such rebuttal shall accompany any file containing any information relevant to the issues at hand. Provisions for selection of the arbitrator shall be as described in this article under section 18.17 except that the word "association" shall be replaced with "individual employee."
- 18.17 In the event a timely written request for arbitration of an unresolved disciplinary grievance is made by the Association, the parties shall, within fifteen (15) days, jointly request the Federal Mediation and Conciliation Service (FMCS) 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 fifteen (15) days following receipt of the list of arbitrators. The arbitrator will be notified by the parties within 15 days of the selection of the arbitrator.
- 18.18 The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection.
- 18.19 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement.
- 18.20 Unless waived by mutual agreement of the parties, the arbitrator's decision shall be submitted in writing to all parties within thirty (30) days of receiving the post hearing

briefs from the parties and shall be final and binding, including payment of damages, on all parties to this Agreement.

- 18.21 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the District and the Association or the individual if the Association has not approved the arbitration. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration. However, should an individual member wish to proceed to arbitration without the approval of the association he/she shall have the right to advance the appeal to arbitration at their individual expense in accordance with the provisions of this article.
- 18.22 This provision shall not be construed as an agreement by the District to pay the grievant or the association representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.
- 18.23 Except as noted above costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.
- 18.24 The time for a grievance meeting/arbitration must be approved by the Superintendent or his/her designee and by the Association and/or the grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, administrators covered by this Agreement who participate in such a meeting as the grievant, as representative(s) of the grievant or as a witness shall do so without loss of pay.
- 18.25 A grievance shall be considered null and void if not filed and processed by the aggrieved employee or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.
- 18.26 A grievance shall automatically advance to the next appeal level if the time limitations are not observed by the School District unless the parties involved agree to extend said limitations within the time frames listed herein.
- 18.27 Time limitations may be extended by mutual agreement of both parties. Should a waiver of time frames be mutually agreed to the parties will document the waiver in writing or by e-mail with delivery confirmation.
- 18.28 An accepted alternative dispute resolution process is mediation. Mediation may be used when both parties to a discipline/discharge dispute mutually agree to

participate in this process. This process can run parallel to the arbitration process if agreed to by the parties.

**ARTICLE 19  
REDUCTION IN FORCE**

19.1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be reduced/laid off, and the areas within which such reductions in force will occur. When a reduction in force is necessary, the District will notify the Association. The Association will utilize an advisory committee to review the reduction in force and to provide suggestions to the District regarding the procedures to follow.

19.2 Subject to the determination in 19.1 above, the parties agree to the following:

19.2.1 First, unit members who volunteer to leave (terminate) from the area(s) affected by the reduction in force will be the first to be separated.

19.2.2 Second, members who become involved in a reduction in force procedure will be assigned to the next equivalent administrative position that becomes vacant, in accordance with their certification and qualifications. In regards to salary, equivalent administrative position shall mean a position at the same column on the Administrative Salary Schedule, or the same daily rate as the member's current position. In regards to full time equivalency, equivalent administrative position shall mean at the same full time equivalency as the administrator's current position. For example, an administrator in a full time position will be assigned to a vacant full time position, and an administrator in a half time position will be assigned to a vacant half time position. Employees who are working in non-principal positions are not eligible to be assigned to principal positions, unless the employees previously worked as a principal in WCSD.

19.2.3 Third, if no equivalent position becomes vacant, any additional reduction in force of unit members shall be determined by using the following criteria in rank order listed. Administrators are only eligible to bump employees at the same or lower column and with the same or lower full time equivalency.

Employees in non-principal positions are not eligible to bump into principal positions, unless the employee previously worked as a principal in WCSD.

Each unit member must be categorized into one or more positions for which the unit member is qualified to hold, applying the following criteria to those unit members on the most recent "Seniority Year List":

1. State License certification, subject area endorsement and highly qualified status as defined by the NCLB;
2. Criminal records consisting of gross misdemeanor convictions;
3. Seniority – includes - National Administrative Board Certification;
4. Performance evaluations as defined below in the “groupings” as described for FY 2011-2012 and FY 2012-2013;
5. Sustained Discipline Records.

For the purposes of this article the term “administrator on a one year only contract” does not include standard contract administrators in one year only positions.

Within each position and subject the parties agree to establish and maintain 4 or 5 groupings of unit members qualified to hold positions as follows:

4 Groupings (effective 2011-2012):

- 1) Grouping One shall consist of each administrator on a one-year only contract with two or more “Unsatisfactory Performance Evaluations” within the past five (5) years. Ranking within that group must be by the greatest number of “Unsatisfactory Performance Evaluations” to the least number, followed by seniority.
- 2) Grouping Two shall consist of each administrator with two or more “Unsatisfactory Performance Evaluations” within the past five (5) years. Ranking with Grouping Two must be by the greatest number of consecutive “Unsatisfactory Performance Evaluations” to the least number followed by seniority.
- 3) Grouping Three shall consist of each administrator with a “Satisfactory Performance Evaluation” that have gross misdemeanor convictions within the past 3 years; or have sustained discipline of multiple day suspensions without pay within the previous 3 years.
- 4) Grouping Four shall consist of each administrator with a “Satisfactory Performance Evaluation” rating that holds a National Administrator Board Certification (NABC). Unit members within this Grouping shall be given 1 year seniority credit for each full year holding the NABC to a maximum credit of 10 years.

5 Groupings (effective 2012-2013):

- 1) Grouping One shall consist of each administrator on a one-year only contract with two or more “Unsatisfactory”, “Ineffective” or “Minimally Effective” Performance Evaluation Ratings” within the past five (5) years. Ranking within



that group must be by the greatest number of combined “Unsatisfactory”, “Ineffective” and “Minimally Effective” “Performance Evaluations” to the least number, followed by seniority.

- 2) Grouping Two shall consist of each administrator with two or more “Unsatisfactory”, “Ineffective” or “Minimally Effective” “Performance Evaluation Ratings”. Ranking with Grouping Two must be by the greatest number of combined “Unsatisfactory”, “Ineffective” and “Minimally Effective” “Performance Evaluations” to the least number followed by seniority.
- 3) Grouping Three shall consist of each administrator with an “Effective” or “Highly Effective” “Performance Evaluation Rating” that has a gross misdemeanor conviction within the past 3 years; or has sustained discipline of multiple day suspensions without pay within the previous 3 years.
- 4) Grouping Four shall consist of each administrator with an “Effective” “Performance Evaluation Rating.” Unit members within this Grouping shall be given 1 year seniority credit for each full year holding the NABC to a maximum credit of 10 years.
- 5) Grouping Five shall consist of each administrator with a “Highly Effective” “Performance Evaluation Rating.” Unit members within this Grouping shall be given 1 year seniority credit for each full year holding the NABC to a maximum credit of 10 years.

Among unit members qualified to hold a position, employees must be reduced in the order of their Groupings based on seniority, unless otherwise stated in the Grouping descriptions as described above and as established on the most recent Seniority Year List, with unit members in Group One reduced first and unit members in Group 4 or Group 5 reduced last.

In accordance with the above Groupings, administrators will bump employees in their present classification, and those employees will bump the employees as specified above. In the event a principal is bumped, that principal is eligible to first bump an assistant principal. Seniority shall then be used as follows:

- 19.2.3.1 Seniority as an administrator based on total consecutive years of administrative service in the school district.
- 19.2.3.2 Seniority in the current administrative position based on the total consecutive years in the current administrative position.
- 19.2.3.3 Seniority with the District, based on the total consecutive years with the District in case of a tie.

19.2.3.4 All other conditions being equal, a lottery will be used to determine the outcome.

19.2.4 Fourth, administrators remaining will move to the next lower vacant administrative position, in accordance with their certification and qualifications. Employees who were working in non-principal positions are not eligible to move into principal positions unless they previously worked as a principal or assistant principal in WCSD.

19.2.5 Whenever possible, a sixty (60) day written notification will be given to administrators who are to be laid off as a result of reduction in force. Administrators who are separated as a result of a reduction in force when no other administrative position is available will be placed in teaching positions in accordance with their certification. If unit members are affected by a reduction in force and are placed in a position at a lower salary, they will be placed as close to their previous salary, not to exceed the top of the new range of the position. When there are more administrative employees than reappointment positions, the criteria of 19.2.3 will apply.

Unit members who, because of reduction in force, are placed in teaching positions will retain all previous administrative seniority for administrative salary placement purposes.

19.3 The School District will recall administrators, regardless if the administrator transferred into an equivalent but different position (for example, high school principal to Director II, Middle School Principal to Director I, etc.), or if the administrator was laid off, by written notification (certified mail, return receipt requested) in the reverse order (greatest seniority to least seniority, based on the criteria outlined in 19.2.3) to their reduction, provided that the Administrator is currently certified, if required, and/or qualified for the new position. Employees who are placed on a recall list and who were working in non-principal positions are not eligible to be recalled into principal positions, unless the employee previously worked as a principal in WCSD. Recall notice shall be sent to the administrator's last known address on file with the Human Resources office. The administrator must, in writing, within ten (10) days of receipt, accept or reject the offer to return to work. The administrator will have twenty (20) days to return to duty.

19.4 The recall right for administrators transferred into an equivalent but different position, or laid off, shall continue for a total of two (2) years from the date the administrator was transferred into an equivalent but different position, or laid off, subject to the notification requirements. However, the administrator will be allowed to reject a total of two (2) recall job offers without losing his/her layoff

rights. If this occurs, the School District will simply offer the job to the next administrator on the list. The administrator who rejects a recall job offer retains his/her position on the list. The School District must offer any vacant administrative position to all qualified administrators on the recall list before non-listed administrators are hired. Further, the School District is not obligated to recall an administrator in the event that the administrator fails to comply with any provisions of this article. (2003)

19.5 If an Administrator accepts a recall position into an equivalent position, the administrator then has no further recall rights to any subsequent administrative positions which may become available. If an administrator 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 administrator 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 administrator was transferred into an equivalent but different position, or laid off.

19.6 New employees filling positions with any temporary funding source, such as one-year-only (or any other specific period of time) positions, grant funded positions, bond funded positions, will not be eligible for this article until after five (5) years of service with the District in the position. District employees transferring into such positions will be eligible for this article.

## **ARTICLE 20 PROBLEM SOLVING PROCEDURE**

20.1 In all matters not covered by this Agreement, the School District recognizes the need to provide unit members with an efficient process to resolve questions, concerns and disagreements.

20.2 Except as provided below, members will first discuss the question, concern, or disagreement with their immediate supervisor. Every reasonable effort will be made by both parties to resolve the matter informally in this manner.

20.2.1 If, after ten (10) days, the matter is not resolved in the opinion of the member, he may address the issue to the next level supervisor. The member will present the concern or question in writing, include a suggested resolution and provide a copy to the supervisor to whom the matter was first addressed.

20.2.2 If, after an additional ten (10) days, the matter remains unresolved, the member may address the matter, in writing, to the Superintendent, including copies of any previously written submissions or other material relevant to the matter.

20.2.3 Within a period of ten (10) days from receiving the written concern, question, or disagreement, the Superintendent will meet with the member (and, if desired, his association representative and/or legal counsel). The Superintendent's resolution will be stated in writing and a copy provided to the member within ten (10) working days of the date of the meeting.

20.2.4 If the matter is not resolved within ten days or if after ten (10) days, the matter is not resolved in the opinion of the member, he may address the issue to the Board of Trustees. The meeting will be scheduled with the Board of Trustees as soon as reasonably possible, not to exceed 20 days after the date the request is received. Copies of any previous written submissions or other materials relevant to the matter will be submitted to the Board of Trustees at least five (5) days in advance of the meeting. The final resolution will be communicated to the administrator within 20 days of the date of the meeting.

20.2.5 The decision of the Board is final.

20.3 If a question or concern involves a unit member's supervisor or other line administrator, the member (and, if desired, his association representative and/or legal counsel) may elect to address the matter directly to his supervisor's supervisor or the Superintendent.

20.4 All parties to this procedure agree to maintain appropriate confidentiality concerns all matters so addressed.

## **ARTICLE 21 ADMINISTRATIVE REPRESENTATION**

21.1 A unit member about to undergo an investigatory interview shall be entitled to an association representative or another representative present at the interview and reasonable written notice prior to the date of interview. The unit member 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 administrator shall include the specific matter(s) being investigated.

21.2 After notice has been given and in the interest of expediting a resolution to a disciplinary problem, a unit member may choose between participating in the investigatory interview without representation or not being interviewed at that time.

21.3 A member's right to representation during the course of an interview arises if discussion with the supervising administrator moves beyond merely informing the administrator of the nature of the investigation. No further discussion can occur

with the supervising administrator unless the member obtains representation, if he desires to do so.

- 21.4 No unit member shall be disciplined or discriminated against because of lawful activity with the association. No attempt shall be made to intimidate or discourage a member from exercising his right to representation.

## **ARTICLE 22 GRIEVANCE PROCEDURES**

### **22.1 GRIEVANCE RESOLUTION PROCESS**

22.1.a A non-disciplinary contractual grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of:

- (i) Any of the provisions of this Agreement;
- (ii) Any of the policies or regulations of the School District which directly relate to those mandatory subjects of bargaining as outlined in NRS 288.150(2).

22.1.1 Should a disagreement arise over the interpretation of, application of, or alleged violation of any of the provisions of this Agreement, we pledge to undertake discussions with that party seeking to explore resolution of the disagreement through negotiation, mediation, arbitration, or other alternative dispute resolution techniques. A dispute may be brought forward by an individual unit member or by the association if a number of members are affected.

22.1.2 If a unit member does not file a grievance in writing, as provided herein, within thirty (30) days after the member knew of or should have know of the act or condition on which the grievance is based, then the grievance shall be considered as waived. The parties involved may mutually agree to extend said time limitations.

If the District does not respond or act within the time limits set herein, the grievant shall have the right to proceed to the next step in the process.

22.1.3 These discussions shall be voluntary, confidential and private.

#### **22.1.4 PROCESS**

22.1.4.1 The parties will attempt in good faith to resolve any disagreement arising out of or relating to this Agreement by prompt discussions between the employee with the appropriate supervisor, and another member of his/her choosing and the WSPA President and Representative(s) who have authority to settle the disagreement.

22.1.4.2 The disputing party shall provide written notice to the Chief Human Resources Officer, regarding the grievance. Such written notice will include the specific language of the agreement at issue, a brief discussion of the facts, the remedy sought, and the name of the person representing the grieving party.

22.1.4.3 The individuals shall meet as soon as possible (but not later than 15 working days of receipt of the notice), and after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

22.1.4.4 The District will provide a written response to the original notice.

22.1.4.5 At the option of the Association, a grievance concerning an alleged violation of Article 19, Reduction of Force may be filed immediately at Step Two of the Grievance and Arbitration Procedure.

22. 2 A non-disciplinary contractual grievance may be filed by a unit member covered by this Agreement, or by the Association, or by the member's or Association's representative(s) acting on behalf of the member and/or the Association.

22. 3 Non-Disciplinary contractual grievances may be brought by individuals or groups of individuals who are directly affected by the nature of this dispute. Grievances may be initiated or pursued at any step and to any higher step by the Association. A grievance filed by the Association involving more than one (1) member in more than one (1) location may be commenced at Step Two of the Grievance and Arbitration Procedure listed herein by filing a written grievance.

22.3.1 If the Association does not agree to or support arbitration, it shall not be responsible for any fees or expenses under this collective bargaining agreement (CBA). The individual employee, in that event, will be individually responsible for any fees or expenses. In addition, if the Association does not agree to arbitration, the Arbitrator may require from the individual the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made within thirty (30) days prior to the individual arbitrator's cancellation date, the grievance shall be deemed denied or settled on the basis of the last administrative decision. In that event, the employee may rebut the last administrative decision within thirty (30) days of that event occurring and any such rebuttal shall accompany any file containing any information relevant to the issues at hand. Provisions for selection of the mediator and arbitrator shall be as described in this article except that the word "association" shall be replaced with "individual employee."

22.3.2 In the event an employee(s) covered by this Agreement exercises the right to individually process a grievance without assistance or support from the Association, the district shall provide the Association:

A written copy of the grievance, the name of the grievant(s) to include the work location and the name of the grievant's appropriate supervisor;

An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearing(s), evidentiary hearings, arbitration hearing(s), or any other meeting(s); and

A written copy of the resolution of the grievance or arbitration.

22.4 A grievance as defined herein must be filed in writing or submitted by e-mail alleging which terms or provisions under which the dispute arises, and must be filed not later than thirty (30) days after the affected member or Association first knew or should have known of the act or condition upon which the grievance is based.

22.5 During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance.

22.6 In the event the grievance is between two (2) members of Association, the grievant may be represented by Association or their designated representative(s) during the entire Grievance and Arbitration Procedure.

22.7 All grievances shall be handled in the following manner:

#### Step One – Informal

22.8 A grievant may first attempt to resolve it informally by meeting with his immediate supervisor. The supervisor shall render a written decision to the member or his/her representative no later than five (5) days from the date of the meeting.

22.8.1 A decision reached between the grievant and the supervisor does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

22.8.2 If the administrator is not satisfied with the response from the immediate supervisor, the grievant may proceed to Step Two.

#### Step Two – Formal

22.9 If the grievance is not resolved at Step One, the grievant or the Association may submit the unresolved grievance to the Superintendent or designee in signed written form or by e-mail with delivery confirmation, within the thirty (30) day period.

22.9.1 In the event a grievance is submitted to Step Two in a timely manner, the Superintendent or designee and the supervisor being grieved shall meet with or schedule a meeting with the grievant and/or their designated representative within fifteen (15) days after receiving the grievance.

22.9.2 Within fifteen (15) days after the meeting, the Superintendent or designee shall submit a written response or an e-mail response with delivery confirmation, to the grievant and the Association and their representative(s). Any resolution of the grievance in favor of the grievant shall be reduced to writing in the form of a settlement agreement. If the Superintendent or designee fail to respond within fifteen (15) days, or if a time extension is not mutually agreed upon in writing or by e-mail with delivery confirmation, the grievance shall automatically advance to the next appeal level.

22.9.3 A decision reached between the grievant and the Superintendent or his/her designee establishes a precedent and can be utilized as the basis for resolving any other grievance involving the issue(s) unless specifically stated otherwise in the settlement agreement.

22.9.4 If the grievance is denied or not settled at Step Two of the grievance procedures, the grievance may be appealed to Step Three, non-binding mediation.

#### Step Three – Mediation

22.10 It is recognized that disputes among members are inevitable. Ongoing disputes that are not addressed will negatively impact working conditions and will ultimately lead to decreased productivity. An accepted alternative dispute resolution process is mediation.

22.10.1 Except as otherwise stated herein, requests for mediation shall be made through the Association and shall proceed as described herein.

22.10.2 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. The parties shall then proceed to non-binding mediation. The parties agree to utilize a Federal Mediation and Conciliation Commissioner if available to initially mediate the grievance. If the parties are unable to agree upon a Federal Mediation and Conciliation Service (FMCS) mediator,



a request for a list of mediators shall be made to the FMCS by either party. 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 a federally provided FMCS Commissioner mediator, is shared equally by the parties.

- 22.20.4 If the parties are unable to resolve the issue through non-binding mediation, the grievant(s)/employee(s) or Association may submit the grievance to Step Four Arbitration.

#### Step Four – Arbitration

22.11 In the event a grievance is not settled at the mediation level of the Grievance Procedure, the Association, not later than fifteen (15) days after the Mediation may appeal the grievance to binding arbitration, in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Superintendent or designee written notice, which can be served by e-mail with delivery confirmation, of the intent to arbitrate.

22.11.1 In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall, within fifteen (15) days, jointly request the Federal Mediation and Conciliation Service (FMCS) 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 School District each striking one (1) name from the list in turn until one (1) name remains. The determination as to who shall strike first shall be by coin toss. The final selection of the arbitrator shall be made within fifteen (15) days following receipt of the list of arbitrators.

22.11.2 The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection.

22.11.3 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written agreement of the parties shall have no authority to rule on any dispute between the parties other than the one, which qualifies as a grievance as defined above.

22.11.4 The arbitrator's decision shall be submitted in writing or by e-mail attachment with delivery confirmation, to all parties and shall be final and binding, including payment of damages, on all parties to this Agreement.

- 22.11.5 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.
- 22.11.6 This provision shall not be construed as an agreement by the School District to pay the grievant or the Association Representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.
- 22.11.7 The costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.
- 22.11.8 The time for a grievance meeting/arbitration must be approved by the Superintendent's designee and by the Association and/or the grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, administrators and their representatives, if the representatives are members of WSPA and are covered by this Agreement, who participate in such a meeting as the grievance or as a witness shall do so without loss of pay.

**ARTICLE 23  
ADMINISTRATOR PROTECTION**

- 23.1 The Board of Trustees will provide legal assistance at no cost to the unit member for any unit member who is sued for assault or other alleged incidents, acts or omissions which occur in the pursuit of his duties and acting within the limits of assigned responsibility in accordance with Administrative Regulation 4116.2.
- 23.2 Unit members shall immediately report to their immediate supervisor and/or the District cases of assault, harassment, and verbal or written threats to life and limb either suffered by them or for which they may be responsible and which occurred in connection with their employment.

- 23.3 Formal action shall be taken on such a complaint when such matter is reported to the District and the Superintendent. The unit member shall be fully informed, in writing, as to the disposition of the action.
- 23.4 Unit members, while acting within the course of their duties as such, may use such force as is reasonable and necessary to protect themselves or others or property; quell a disturbance threatening physical injury; obtain possession of weapons or other dangerous objects upon the person of or within the control of an individual.
- 23.5 The District shall begin an on-site investigation immediately after receiving a complaint reporting assault, harassment, or written or verbal threats to life and limb from an administrator.
- 23.6 No administrator shall be disciplined or discriminated against because of lawful activity with the Association. No attempt shall be made to intimidate or discourage members from exercising their right to representation.

**ARTICLE 24  
PROFESSIONAL COMPENSATION**

24.1 ~~General Restructured salary increases Schedule :~~

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Effective July 1, 2017 the District will replace the existing salary schedule with the School-Based Site Management Plan Salary Schedule developed by the District and the Association. All unit members will be initially placed in the appropriate grade and step based upon the point system calculations for the previous school year. For the initial placement, unit members who are in principal positions will be placed on the appropriate Grade as designated using the School-Based Site Management Plan Salary Schedule on the step that matches their 2017-2018 annual salary on the current salary schedule, including the step increase, if eligible. For purposes of placement, the principal will roll-up on the current schedule. If the roll-up results in an increase of a yearly compensation of at least \$1750, the unit member will be placed at the grade designated for the school at the closest dollar amount. If the roll-up results in is less than \$1750 of their projected annual salary, they will be advanced one step on the salary grade for their site.

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For example:

If a principal of an elementary school is currently (16-17) on DC, Step 5 (\$98,630), the rollup placement on the old salary, for 17-18 would be DC, Step 6 (\$ 101, 590) for a difference of \$2, 960. If the current school is designated 11 months, Grade 43, the principal would be placed on Step 2c for an annual salary of\$ 102, 417.

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If a principal of a middle school is currently (16-17) on EC, Step 8 (\$111,365), the roll-up placement on the old salary schedule for 17-18 would be DC Step 9 (\$ 111,365). No step increase is available. The middle school is designated as 11 months, Grade 43, the principal would be placed on Step 7c for an annual salary of\$ 114, 865.

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All other unit members will be placed on the School-Based Site Management Plan Salary Schedule on the step that matches their 2017-2018 annual salary on the current salary schedule, including the step increase, if eligible.

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The District will examine the impact of moving from a monthly to either a bi-monthly or bi-weekly pay structure during the 2017-18 school year. If such an examination determines the move is feasible, it will be implemented for he 2018-19 school year.

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~~Effective July 1, 2015 bargaining unit members shall receive a cost of living increase of 1.00%. The District will pay on behalf of all bargaining unit members the increased cost for the employee portion of health insurance premium in January 2016, if any.~~

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~~Effective July 1, 2016 bargaining unit members shall receive a cost of living increase of 1.00%. The District will pay on behalf of all bargaining unit members the increased cost for the employee portion of health insurance premium in January 2017, if any.~~

24.1.1 Effective July 1, 2018 bargaining unit members shall receive a cost of living increase of 1.00%. The District will pay on behalf of all bargaining unit members 100% of the cost for the employee portion of health insurance premium for the term of this agreement.

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## 24.2 Salary Schedule Notes:

24.2.1 Every year on or before February 1, the District will review the School-Based Site Management Plan Salary Schedule in Appendix B and recalculate the points for each school site in the District.

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24.2.2 If this recalculation moves an employee to a grade lower than their current salary placement, the unit member will remain at their current placement until they choose to leave the school site, at which time the position will be posted at the appropriate grade based upon the calculations stated above.

24.2.3 If a unit member is involuntarily transferred to a school stie at a lower placement than their current placement on the salary schedule, they will remain at their current salary placement for one (1) year. After that, the unit

member must either seek transfer to another position with the District or will be placed on the salary grade for that school site.

~~24.2.1 Education credits to advance on the salary schedule may be completed at any time. Upon receipt of transcripts in Human Resources, the unit member will be moved to the appropriate column in the next available pay warrant. The unit member submitting credits for movement on the salary schedule shall be placed at the lowest step which permits an actual increase of at least 4% in the daily rate, but not to exceed the maximum step of that column. Such increases shall not be retroactive.~~

~~24.2.2 It is the sole responsibility of the unit member to ensure transcripts verifying units for advancement on the salary schedule are received by the Human Resources office.~~

~~24.2.3 Approved credits include, but are not limited to credits at the university level related to administrative assignments, duties, retraining or inservice.~~

~~24.2.4 Any member, upon initial placement as an administrator in the Washoe County School District, will be placed on either the Certified Administrator's salary schedule unless the Superintendent determines another placement is appropriate. If a unit member chooses to voluntarily transfer to another school site at which the salary grade placement is lower than the unit member's current placement, the will be moved to the appropriate salary-grade placement and receive the salary to which the position is entitled.~~

24.2.5 If the recalculation, involuntary transfer, or voluntary transfer moves a unit member to a grade higher than their current salary placement, the unit member will be moved to the appropriate salary grade placement at the beginning of the upcoming contract year.

~~24.2.5 In addition to the salary shown, the Washoe County School District contributes an additional amount as specified by law to the Public Employees Retirement Systems (PERS) for retirement benefits.~~

~~24.2.6 Principals with multiple school assignments will be placed in the appropriate column.~~

24.2.6 If a unit member moves to a promotional position or classification within the bargaining unit than their current position, they will be initially placed on the grade and step within the new position that is no less than \$1,750 from their current salary placement. Should the salary increase be less than \$1750 (yearly) they will be advanced one step.

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24.2.7 If a unit member is placed on a limited-term special assignment, they will retain the most recent salary grade and placement from the school site and year they last served as an administrator at that site. Once placed, they will remain in that salary grade for the duration of that assignment.

~~24.2.7 Unit members 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.~~

24.2.8 A unit member selected to open a new school will receive no less than their current salary grade for three years. The school's initial calculation for placement on the salary grade will be determined by the process stated in Article 24.2.1, or when enrollment is finalized for funding purposes. If this initial calculation places the school in a higher grade than the unit member's current salary placement, the provisions of Article 24.2.5 will apply retroactively to the beginning of the contract year. If the calculation would place the unit member at a lower grade, the unit member will remain at their current salary as described in 24.2.2.

~~24.2.9 Unit members 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.~~

~~24.2.810~~ The School District will recognize up to four (4) additional years (beyond the five (5) year limit on the schedule) of experience for administrators who left, and then returned, to the School District.

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

~~24.2.911~~ Administrators who have completed a doctoral program will receive \$1,100 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. Administrators who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an administrator who receives a bonus July, 1994, will not have earned that bonus until June 30, 1995. If s/he leaves May 31 of 1995, s/he will have one month's worth of the doctoral bonus deducted from his/her last check.] Administrators who have announced

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

24.2. ~~10-12~~ NATIONAL ADMINISTRATOR BOARD CERTIFICATION (NABC)

Employees who earn a NABC shall receive a five (5) thousand dollar (\$5,000.00) yearly increase in pay, paid over a 12-month period. They shall also receive additional financial compensation/stipends for any extra duties or responsibilities undertaken for service contribution to the Staff Development Office for mentoring, instructing, advising and designing programs and other additional services that are subject to compensation. Those extra services would be optional for those administrators. These administrators shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, they shall receive the annual five (5) thousand dollars (\$5,000.00) yearly increase in pay for achieving NABC. In addition to the financial compensation for undertaking, those extra duties/responsibilities those individuals shall also receive written recognition from the District for their services to the District. The parties agree that the five (5) thousand dollars (\$5,000.00) annual bonus paid over a 12-month period for those administrators, shall continue for a ten (10) year period. One current employee covered under the former plan (see MOU).<sup>(2011)</sup>

24.2. ~~11-13~~ BOARD OF TRUSTEES' MODIFICATION/ABANDONMENT

In addition to the above the parties agree that the WCSD Board of Trustees reserves the right to review the NABC program in order to determine its effectiveness in attaining Board objectives. The Board reserves the right to modify or abandon the certification program if the Board deems such action to be in the best interests of the District. However, should the Board decide to modify or abandon the program, any administrators currently holding NABC or any administrator actively pursuing NABC shall continue to receive the compensation as listed in this agreement for their ten (10) year period as described above.

Should the Board direct staff to modify or abandon the NABC, the parties agree to meet and discuss the modifications and/or abandonment of the program and, if a modification is to be made, develop a new proposal. Any new Board directed abandonment or modifications to the NABC shall have no effect on those currently holding NABC or actively pursuing NABC, unless agreed to in subsequent negotiations.<sup>(2011)</sup>

24.2. ~~12-14~~ LONGEVITY BONUS

24.2. ~~12-14~~.1 Unit members who have completed 10-14 total years of educational service with the WCSD prior to July 1 of any year



will receive an additional yearly stipend of \$1,870 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2. ~~42~~14.2 Unit members who have completed 15-19 total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,035 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2. ~~42~~14.3 Unit members who have completed 20 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,145 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2. ~~42~~14.4 Unit members who have completed 25 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,360 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2. ~~42~~14.5 Unit members who separate from the School District prior to July 1 of any calendar year shall receive a prorated longevity Payment

24.3 Compensation for accumulated sick leave at retirement will be provided for as specified in Administrative Regulation 4142.05.

24.4 Unit members who are assigned to a multi-track year-round school shall be placed on the appropriate column based upon the additional contract days worked for which PERS contributions will be made by the School District. Assignments of less than a full contract year will be prorated.

#### 24.5 ISOLATION ALLOWANCE

Unit members who have full time responsibility at schools in Natchez and Gerlach will receive an isolation allowance, for which PERS contributions will be made by the School District. The principal at Natchez will receive \$550. The principal at Gerlach will receive \$1,837.

#### 24.6 BENEFITS RESERVE PROGRAM

24.6.1 For every current fiscal year there is established a Benefit Reserve Program (BRP) for each unit member who has completed fewer than 10 years of educational service with the School District in the amount of \$700.

24.6.2 The BRP may be used by the eligible member 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, co-payments, 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 unit member's field.
- (E) To pay for registration to professional conferences, seminars and/or workshops.

#### 24.6.3 PROCEDURES

- (A) Annually, near the end of the fiscal year, the Business Office will distribute to each unit member a "Benefit Reserve Program, Statement of Use" form.
- (B) Unit members 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 unit member the specific amount approved by the Board of Trustees toward offsetting the costs submitted.

#### 24.6.4 GENERAL

- (A) The BRP value is taxable income and will be reported by the School 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.
- (D) BRP unused balance remaining at the close of the fiscal year will revert to the School District General Fund.

#### 24.7 INSURANCE

The health insurance contributions by the District shall not exceed the following for Fiscal Calendar Year ~~2015-2016~~ 2017. Rates for Fiscal Year ~~2015-2017~~ 2018 and 2019 to be adjusted according to the plan providers and insurance committee negotiations that is to occur in January ~~2016~~ 2018. These amounts shall be adjusted when they occur. The District shall inform the Association and the employees covered by this agreement of the new amounts. The rates listed below are effective as of January 1, 2017:

24.7.1 Medical Insurance (including any and all related insurances or coverages) ~~-\$550.60~~ \$589.14 per month per eligible employee.  
GAP - \$14.80 per month

24.7.2 Dental Insurance - ~~\$49.44~~ \$52.87 per month per eligible employee.

24.7.3 Vision Insurance - \$12.32 per month per eligible employee.

24.7.4 Life Insurance - ~~\$56.25~~ \$66.00 per month per eligible employee.

24.7.5 Long-Term Disability Insurance - \$.14/\$100 payroll per month per eligible employee.

#### 24.7.6 RETIREE SUBSIDY

The provisions of this Article and all its subsections shall sunset effective June 30, 2006 and bargaining unit members who retire after June 30, 2006 will no longer be eligible for any retiree subsidy. Effective July 1, 2006, all retirees previously eligible for the subsidy as of June 30, 2006, shall be eligible to receive the retire subsidy.

The cost of such subsidy shall not exceed .00151641 of the budgeted General Fund property tax revenues. (the "Cap").

Any and all monies paid by the District under the State plan for the Public Employees Benefit Plan subsidy or its equivalent, which are not reimbursed by the State, shall be credited dollar for dollar against the CAP.

The retirees' insurance subsidy shall be paid as follows: The District will pay 40% of the monthly medical insurance costs that it pays for medical insurance for its active full-time Bargaining unit members, for each and every eligible retiree who elects to participate in one of the District's self-insured group health plans. After the Cap is reached, no retiree subsidy will be paid for that fiscal year."

#### 24.8 EARLY SEPARATION INCENTIVE PLAN (ESIP)

24.8.1 The District will provide an Early Separation Incentive Plan (ESIP) within the following limitations:

Commencing July 1, 2006, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered as a participant of the ESIP: 1) have completed 20 years of continuous service with the Washoe County School District as of August 31 of the year in which they participate; 2) have less than 36 years of credited service with PERS as of the year in which they participate (separate); 3) submit to the Human Resource Division of the District a completed ESIP Application Form and Letter of Resignation (effective no later than August 31 of the year in which they retire) prior to the deadline announced by the District. Employees with 30 more years of service who received an unsatisfactory evaluation in the previous year and who receive an unsatisfactory evaluation in the year they apply for ESIP, are not eligible for ESIP. Following the receipt by the District of a completed ESIP Application Form and Letter of Resignation, the bargaining unit member's ESIP Application Form and Letter of Resignation will be either approved or disapproved by the District no earlier than January of the year the bargaining unit member is to retire and the bargaining unit member will be notified in writing of the decision. If a bargaining unit member's ESIP Application is approved by the District, the District will accept the bargaining unit member's Letter of Resignation and determine the amount of the benefit to be paid to the bargaining unit member (the "ESIP Amount") as follows:

For bargaining unit members who are classified as "year round employees" of the District, the ESIP Amount will be paid to such employees by June 30<sup>th</sup>

of the year that such employees retire. For bargaining unit members who are classified as “traditional employees” of the District, the ESIP Amount will be paid by August 31 of the year that such employees retire. The ESIP Amount awarded to a bargaining unit member will be paid by the District to the bargaining unit member in a lump sum amount, and unless the provisions of the Internal Revenue Code of 1986, as amended (the “Code”) and the corresponding Treasury Regulations provide otherwise, the ESIP Amount paid to a bargaining unit member shall be treated as severance pay taxable to the bargaining unit member under applicable federal and state laws. The bargaining unit acknowledges that because the ESIP Amounts are treated as taxable severance pay to its members, the District is authorized to withhold from the ESIP Amount paid to a bargaining unit member, all federal, state and local income, payroll, and other taxes required to be withheld under applicable federal and state laws. The bargaining unit further acknowledges that the payment of ESIP Amounts may not be (i) deferred beyond the date the ESIP amount is payable, or (ii) transferred by the District on a pre-tax basis to a tax-exempt plan sponsored by the District, including without limitation, the “Special Pay Plan” and any plan described in Code Section 403(b) or Code Section 457. However, a bargaining unit member is authorized, if permitted by the laws governing the Nevada PERS Program, to utilize the after-tax ESIP Amounts to voluntarily purchase PERS service credits. Any bargaining unit member who elects to utilize his or her after-tax ESIP Amount to purchase PERS service credits shall be solely responsible for obtaining from and submitting to PERS the necessary documentation to purchase the PERS service credits prior to separating from service from the District. The bargaining unit and the District hereby agree that the ESIP described herein shall be memorialized in a Plan set forth in the Administrative Regulations adopted by the District, which Plan shall contain language necessary to comply with Code Section 409A.

- 24.8.2 The maximum incentive for each approved ESIP applicant will be no more than \$24,000.
- 24.8.3 The District will provide a maximum of \$120,000 in incentives in any given year (the “CAP”). If the cost of the incentives exceeds \$120,000, those with the most continuous years of service with the District shall be recommended first. The cost of previous awarded stipends shall be included under the CAP.
- 24.8.4 Should a bargaining unit member become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee’s beneficiary or the employee’s estate.

24.8.5 All other matters related to this program will be governed by Administrative Regulation 4149 which shall not be incorporated into this Agreement by reference and thus not be subject to the grievance procedure.

24.8.6 This Article and the ESIP benefit for bargaining unit members shall sunset in its entirety on June 30, 2011 and cease to be part of the Agreement thereafter. Notwithstanding the language above in 24.8.1 through 24.8.5, the ESIP benefit shall be phased out by allowing a maximum of only: three (3) approved ESIP applicants for 2008-2009; two (2) approved ESIP applicants for 2009-2010; and one (1) approved ESIP applicant for 2010-2011.

#### 24.9 PROFESSIONAL DEVELOPMENT

24.9.1 \$625 will be available in departmental budgets each year for a bargaining unit member to utilize for his/her professional development:

Professional development money designated in this section may be carried over into the budget for the following year and will not be subject to the budget rollover percentage. Bargaining unit members may accrue up to a maximum of \$1,250 in their budgets for professional development.

Professional development money may not be utilized by the bargaining unit member or the school/location for any other purpose than the professional development of the bargaining unit member. Professional development money may be utilized to pay dues for national/state professional association's contingent on the administrator being provided professional development opportunities or professional development materials by the national/state professional association. Professional development money may not be utilized to pay dues for local associations, but may be used to pay for professional development opportunities provided by the local association.

24.9.2 Effective November 1, 2014, licensed administrators may use their professional development funds to receive compensation while attending non-contract, supervisor approved, District training (e.g. "Saturday Café").

When an employee attends their approved District training, they will be paid at a rate of \$30/hour. This amount will be deducted from their annual professional development amount, up to the maximum of what amount exists in the employee's annual or accrued amount except as described in this Article.

In order to use professional development funds the employee must complete the District's Special Service Agreement (stipend form) and provide it to their supervisor for pre-approval. In the description of services to be performed, the employee must include the training they desire to attend, the date the training will be conducted, and the number of hours for training.

Exception: Payment shall not be paid for non-contract District training when the District has paid for the employee's professional fees, travel and/or conference costs.

#### 24.10 MILEAGE REIMBURSEMENT

24.10.1 Beginning with the 2008 fiscal year, a mileage reimbursement fund shall be established for school principals and assistant principals who may be required to use their own automobiles in the performance of their duties. The mileage reimbursement shall be at the rate set by the Internal Revenue Service, to be adjusted when the IRS rate changes from time to time. Mileage will be calculated and paid for travel between schools or District properties, but shall not be paid for travel between the home or point of origin and the regular work location. The total amount of the mileage reimbursement fund shall be capped at \$100,000 per fiscal year. For the 2008 fiscal year each school principal and assistant principal will be allocated a maximum of amount from the fund as follows:

High Schools - \$1,200; Middle Schools - \$500; Elementary Schools - \$250

Request for mileage reimbursement must be submitted on mileage reimbursement forms through the schools.

### **ARTICLE 25 ADMINISTRATIVE RECLASSIFICATION**

25.1 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 unit member 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 Executive Cabinet. Requests for salary increases based on comparisons with similar positions in other districts or the private sector should be directed to the WSPA to be addressed through the collective bargaining process.

#### 25.1.1 REQUEST PROCESS

Any unit member who feels his/her position is not properly classified on the Washoe County School District's Certificated Administrator'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 certificated position due to reorganization, restructuring, or significant changes to a position. Such requests may be submitted before the duties are assigned to the employee.

#### 25.1.2. DATA COLLECTION

25.1.2.1 Human Resources will conduct an interview with the employee to gather additional information and to clarify information gathered on the Reclassification Request Questionnaire.

25.1.2.2 Human Resources may perform a desk audit of the position.

25.1.2.3 Human Resources will conduct an interview with the employee's supervisor, department head, and/or assistant superintendent to gather additional information.



### 25.1.3 RECLASSIFICATION REVIEW PROCESS

25.1.3.1 Human Resources will review the Questionnaire to determine if a position should be reclassified to a higher or lower salary range, or if the position should remain where it is currently classified. A position is normally 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:

25.1.3.1.1 A position may be recommended to be reclassified to an existing or new classification at a higher salary range; or

25.1.3.1.2 A position may be recommended to be reclassified to an existing or new classification at a lower salary range (see 25.1.3.2); or

25.1.3.1.3 A position may be recommended for no change.

25.1.3.2 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 unit member 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 unit member will be notified that there will be no change in his/her salary or classification. The position will be reclassified when it becomes vacant.

### 25.1.4 TIMELINE

25.1.4.1. 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 preferably within 21 business days from the date Human Resources submits the request.

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.

#### 25.1.5 FURTHER REVIEW

25.1.5.1 Unit members who do not agree with the decisions issued by Human Resources may request a further review. The further review process shall be as follows:

25.1.5.1.1 The unit member 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.

25.1.5.1.2 Letters must be received in Human Resources within 21 business days from the date the decision was sent to the employee.

25.1.5.1.3 The Superintendent will meet, preferably 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.

25.1.5.1.4 The Superintendent shall issue his/her decision to Human Resources, preferably 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.

25.1.5.1.5 All decisions issued are final and are not subject to complaint or grievance.

#### 25.1.6 RECLASSIFICATION

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

#### 25.1.7 FUNDING

25.1.7.1 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 26 TERM OF AGREEMENT**

- 26.1 This agreement shall be effective as of the 1st day of July, ~~2015~~ 2017, and shall remain in effect until June 30, ~~2017~~ 2019, and shall continue from year to year thereafter, unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours, and conditions of employment hereof.
- 26.2 Either party may elect to negotiate any new subjects added by the legislature to the mandatory list of items under NRS 288.
- 26.3 Effective immediately after the ratification of the July 1, 2015-June 30, 2017 successor agreement the parties agree to open negotiations on Article 18-Dismissal and Disciplinary Procedures Including Grievance and Binding Arbitration and Article 22, Grievance Procedures, with the objective being to resolve disagreement by the parties as to the intent of both articles. (Any current grievances shall continue through the current resolution process as detailed in the existing 2013-2015 CBA on Article 18 and 22)

26.4 Effective subsequent to July 1, 2015 the parties have agreed to initiate and participate in a committee to study the administrative contract days of the WSPA covered members. The results of the study must be negotiated with the parties to this agreement.

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

Washoe County School District (WCSD) Board of Trustees

On the ~~5<sup>th</sup> day of October, 2015~~ 11<sup>th</sup> day of April, 2017

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Washoe School Principals' Association (WSPA)

On the ~~28<sup>th</sup> day of September, 2015~~ 6<sup>th</sup> day of April, 2017

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For Washoe County School District

For Washoe School Principals' Association

\_\_\_\_\_  
Virginia R. Doran, Labor Relations  
Manager, WCSD

\_\_\_\_\_  
Alyson Kendrick, President  
WSPA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# APPENDIX A

**MEMORANDUM OF UNDERSTANDING  
Compensation/Additional Duties**

The WCSD agrees to include representatives from the WSPA in the creation of a district-wide policy addressing the issue of additional compensation for administrators requested to perform duties outside the scope of their regular contracted duties. This policy will be presented to the Board of Trustees for approval no later than July 1, 2006.

**MEMORANDUM OF UNDERSTANDING  
401A**

The WSPA and the Washoe County School District enter into Negotiations to examine how to set up a 401A plan that result in tax saving opportunities for the members of this bargaining unit.

**Memorandum of Understanding**

Pursuant to AB1 (2007) bargaining members entitled to 1/5 PERS credit have option to continue 1/5 PERS or option for a cash payment per year up to an amount totaling no more than \$3,500, including any related benefits, i.e. PERS, and subject to State of Nevada funding sources. The parties agree to comply with the State of Nevada mandated rulings and regulations regarding this legislation.

**Memorandum of Understanding  
Classification of Deans**

Following the ratification of the July 1, 2007 labor agreement, the parties agree to form a committee of School District officials and Association representatives to meet and confer regarding the status of Deans in the Washoe County School District. Options to consider will include, but not be limited to, the creation of an exclusive column on the Administrator's salary schedule dedicated to this classification with a new job title. The creation of such a column and name change would allow those serving in such positions to be properly recognized and compensated for their job responsibilities and extra days worked.

The determination of the feasibility of implementation of any proposal brought forth by this committee shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective parties involved in the MOU.

**MEMORANDUM OF UNDERSTANDING**

The parties agree to continue to establish a Professional Growth System which includes a component of the Peer Assistance Review Panel. The parties further agree that upon completion of the PAR process development and pilot, further discussions may ensue based on potential contractual impact. (2011)

**MEMORANDUM OF UNDERSTANDING  
NATIONAL ADMINISTRATORS BOARD CERTIFICATION  
BETWEEN WASHOE COUNTY SCHOOL DISTRICT AND WASHOE SCHOOL  
PRINCIPALS ASSOCIATION  
FOR 2011 CURRENT MEMBER**

WSPA and the District have had a number of discussions regarding NABC since February, 2009. As a result of those discussions the following MOU to the current collective bargaining agreement, if ratified by the parties, will take place effective upon ratification of this MOU.

Since, 2000, discussions and procedures for WSPA administrators have been developed by the parties relating to NABC. As a result of those procedures several administrators have successfully achieved the NABC. As a result and based on past agreements between the parties, one (1) administrator currently achieving the NABC has received an eight (8%) percent increase in base pay, paid over a 12-month period. The parties agree that the increase in base pay for this administrator shall continue for a ten (10) year period.

The one (1) individual currently holding NABC has been utilized and has received compensation (stipends) for mentoring, instructing, advising and designing programs for the District's Principals Academy, as well as undertaking other extra duties and responsibilities. As a result of this agreement the one (1) individual shall not receive additional compensation, other than the 8% base salary increase, unless the extra duties and responsibilities she undertakes exceeds three (3) thousand dollars (\$3,000.00) in a school year. The one (1) individual shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, should she participate in those extra duties and responsibilities that are subject to compensation, she shall receive written recognition by the District for her service to the District. This recognition shall be in addition to the possibility that she may be financially compensated, should those extra duties that are subject to compensation, exceed three (3) thousand dollars (\$3,000.00) in a school year.

NEW ADMINISTRATORS ENROLLING IN NABC (Effective upon ratification of this agreement by the parties):

Currently there is one (1) individual working towards achieving NABC, other than the one (1) individual referenced above, and he shall receive financial compensation/recognition for his achievement, as follows:

A five (5) thousand dollar (\$5,000.00) yearly increase in pay, paid over a 12-month period, of each new school year. He shall also receive additional financial compensation/stipends for any extra duties or responsibilities undertaken for service contribution to the Staff Development Office for mentoring, instructing, advising and designing programs and other additional services that are subject to compensation. Those extra services will be optional for this individual. This administrator shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, he shall receive the annual five (5) thousand dollars (\$5000.00) yearly increase in pay for achieving NABC. In addition to the financial compensation for undertaking those extra duties/responsibilities, this individual shall also receive written recognition from the District for his services to the District. The parties agree that the five (5) thousand dollars (\$5000.00) annual bonus paid over a 12-month period for this administrator, shall continue for a ten (10) year period.

Inasmuch as a new National Board Certification Program is being developed by the National Board Certification for Principals, no new entrants will be accepted into the existing program. Once the new program is developed and ready for implementation, individuals may begin participating in the new National Board Certification for Principals program. Those principals who are successful in achieving the new National Board Certification for Principals, will be compensated as follows:

A five (5) thousand dollar (\$5,000.00) yearly increase in pay, paid over a 12-month period, of each new school year. They shall also receive additional financial compensation/stipends for any extra duties or responsibilities undertaken for service contribution to the Staff Development Office for mentoring, instructing, advising and designing programs and other additional services that are subject to compensation. Those extra services would be optional for those administrators. These administrators shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, they shall receive the annual five (5) thousand dollars (\$5000.00) yearly increase in pay for achieving NABC. In addition to the financial compensation for undertaking, those extra duties/responsibilities those individuals shall also receive written recognition from the District for their services to the District. The parties agree that the five (5) thousand dollars (\$5000.00) annual bonus paid over a 12-month period for those administrators, shall continue for a ten (10) year period.



**APPENDIX A**  
**Memorandum of Understandings**

All Memorandum of Understandings that currently exist in the 2015-2017 CBA shall continue as described in Appendix A. (2017)

**Withdrawn Proposals**

~~All proposals not contained in this MOA are deemed withdrawn and are not included in this agreement.~~

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Virginia R. Doran	Ron Dreher
Chief Negotiator WCSD	Chief Negotiator WSPA

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# APPENDIX B