

# AGREEMENT

BETWEEN THE

WASHOE COUNTY SCHOOL DISTRICT

AND THE

WASHOE EDUCATION ASSOCIATION

2005–2007



EFFECTIVE JULY 1, 2005

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**PREAMBLE**

This Agreement is made and entered into by and between the Washoe County School District in the City of Reno, County of Washoe and State of Nevada and the Washoe Education Association.

WHEREAS, the Washoe County Board of Trustees in the City of Reno, County of Washoe, State of Nevada and the Washoe Education Association, the parties to this Agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the staff, and

WHEREAS, the Board of Trustees is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the Superintendent of Schools, and

WHEREAS, the members of the education profession are particularly qualified to assist in the improvement of educational standards, and

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

WHEREAS, members of the staff in the District have the right to join, or not to join, any organization for their professional or economic improvement:

NOW, THEREFORE IT IS AGREED:

**ARTICLE 1  
DEFINITIONS**

- 1.1 The term "Chapter 288" as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "employees" as used in this Agreement shall refer to all licensed staff members on the teacher's salary schedule. Sections in this contract referring to a particular group of employees shall apply only to that group.
- 1.3 The term "School Trustees" as used in this Agreement shall mean the Board of Trustees of the Washoe County School District, and is the entity known as the Local Government employer in Chapter 288 Nevada Revised Statutes.
- 1.4 The term "Association" as used in this Agreement shall mean the Washoe Education Association, and is the entity known as the Employee Organization in Chapter 288 Nevada Revised Statutes.
- 1.5 The term "School District" as used in this Agreement shall mean the Washoe County School District.
- 1.6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Washoe County School District or his/her designated representative.
- 1.7 The term "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Board" and "Association" as such, each reserves the right to act hereunder by committee or designated representatives.
- 1.8 The term "School Year" shall be as defined in Nevada Revised Statutes 388.080 which states: "The public school year shall commence on the 1st day of July and shall end on the last contracted day of the school year."
- 1.9 The term "EMRB" means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.
- 1.10 The term "Agreement" refers to the name of this document being the "Professional Negotiation Agreement" between the Washoe County School District and the Washoe Education Association.

**ARTICLE 2  
RECOGNITION**

- 2.1 The School Trustees have recognized the Association as the exclusive representative of all licensed personnel as defined in Article 1, and have received: (a) a copy of its constitution and bylaws, (b) a roster of its officers and representatives, (c) a pledge not to strike as required in Chapter 288 Nevada Revised Statutes, and a list of Association members certified by the Association. The Association, however, shall not include the following: The Superintendent, Associate Superintendents, other members of the administrative staff, principals, and vice-principals.

- 2.2 All rights and privileges granted to the Association, the recognized bargaining agent, under the terms and provisions of the Agreement shall be for the exclusive use of the negotiating unit subject to the exception of Section 288.140 Nevada Revised Statutes.

**ARTICLE 3  
METHODS USED FOR CLASSIFICATION OF BARGAINING UNIT EMPLOYEES**

- 3.1 The District and the Association understands and agrees in the validity of upgrading professional standards. To assist in that endeavor, the parties agree to the establishment of a six (6) person committee to meet periodically to evaluate the current standards required for the existing classifications within the bargaining unit. The committee may have variable members to reflect the classification being reviewed, but in no event shall either side select more than three (3) members.
- 3.2 The Professional Standards Committee will meet for the purpose of reviewing the minimum qualifications required by the Nevada Department of Education.
- 3.3 Criteria will be developed for, but not limited to, the positions of Department Chairpersons, Librarians, Guidance Counselors and Athletic Coaches. Upon completion of the criteria, the same will be recommended for adoption by the Board of Trustees.

**ARTICLE 4  
NEGOTIATIONS**

- 4.1 It is agreed that all proposals that may arise under this Agreement shall be negotiated (except as provided in the Term of Agreement, Article 35) as follows: (provided that nothing in this Agreement is to be construed to preclude the personal appearance of any employee on his/her own behalf before the School Trustees when it is meeting in formal session).
- 4.2 Requests for meeting may be made by either party directly to the other in writing. In the case of requests to the School Trustees, such requests will be made to the Superintendent or his/her designated representative with a copy being sent to the President of the School Trustees. In the case of requests to the Association, such requests shall be made to the President of the Association. As of the date of the receipt of such requests, the parties will meet within seven (7) calendar days at a mutually convenient meeting place and date. All such requests shall contain the reasons for the meeting requested. Written requests for meetings, conforming to this Agreement, shall be honored only from officers or designated representatives of the parties.
- 4.3 When the subject of negotiation requires the budgeting of money by the School Trustees, the Association may give notice on or before December 1, for all non-budget items. Budgetary items require notice on or before February 1, or the Friday before the 1st should February 1, fall on a non-scheduled workday.
- 4.4 The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement. On furtherance of this objective, it is recognized that either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in negotiations.
- 4.5 The School Trustees and the Association mutually agree to exchange information to assist in developing constructive proposals on behalf of students, employees, administrators, and the School District. Such information shall include complete and accurate financial reports and such items as ADA figures, sources of revenue, class size, and proposed salary schedules as available.
- 4.6 For their mutual assistance in successfully concluding negotiations, the parties, by mutual agreement, may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.
- 4.7 It is understood and agreed that all tentative agreements negotiated between the parties and subsequently ratified by the parties, shall be set down in writing.
- 4.8 Negotiation meetings shall normally be held during school hours, and the parties agree to continue into the evening whenever such continuation would appear to be efficient and fruitful. No more than four (4) members of the Association Negotiation Team shall be allowed release time without loss of pay on any given day, and substitutes shall be provided by the Association.

**ARTICLE 5  
MEDIATION AND FACT-FINDING**

- 5.1 The parties agree to follow the provisions of NRS 288 concerning mediation and fact-finding unless other procedures are mutually agreed upon.
- 5.2 During mediation and fact-finding, members of the Association Negotiation Team shall be allowed release time on any given day without loss of pay, and substitutes, if required, shall be provided by the Association.

**ARTICLE 6  
DUES DEDUCTION**

- 6.1 Upon appropriate written authorization from the employee, the School Trustees shall deduct from the salary of any employee, and make appropriate remittance, for WEA, NSEA, and NEA dues, and for up to three (3) additional plans or programs as provided by the Association.
- 6.2 The Association will certify to the School Trustees in writing the current rate of membership dues. The School Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 6.3 Deductions referred to in Section 6.1 above will be made in equal installments once each month during the year. The District will not be required to honor for any month's deduction authorizations that are delivered to it later than the tenth (10<sup>th</sup>) of the month prior to the distribution of the payroll from which the deductions are to be made. (2003)
- 6.4 No later than the tenth (10<sup>th</sup>) of every month, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues for the organizations named in Section 6.1 above. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the Association in writing between July 1 and July 15 (to be effective in the subsequent contract year). (2003)
- 6.5 Upon termination of any employee, the remaining amount of dues for the Association named in Section 6.1 above will be deducted from the final check.

**ARTICLE 7  
AGREEMENT FOR CONTINUOUS UNINTERRUPTED WORK FLOW**

- 7.1 Both parties understand and agree on the importance of the uninterrupted flow of the education process. Because of the significance that is attached to the continuous flow of work, the parties hereby agree that nothing shall be done to reduce, slow, or in any way inhibit the flow of the District's business for the duration of the Agreement.

**ARTICLE 8  
FAIR PRACTICES**

- 8.1 The Washoe County School Trustees and the Association agree that in accordance with the Civil Rights Act of 1964 as amended and other appropriate civil rights legislation, there shall be no discrimination in employment or promotional opportunity because of race, creed, color, age, sex, marital status, national origin, legal Association activity, or political belief or advocacy.
- 8.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, political belief or advocacy.

**ARTICLE 9  
EMPLOYER RIGHTS**

- 9.1 The School Trustees and the Association share a joint concern that the membership of the Association shall continue to enjoy a professional status within the community at large. It is considered of paramount importance that the Association reject those actions which would detract from the professional status of the Association membership.
- 9.2 The Association and the School Trustees jointly recognize and accept Chapter 288 Nevada Revised Statutes, otherwise known as the Local Government Employee-Management Relations Act, and its provisions and amendments as a guarantee of the professional status of the Association. Nothing in this Agreement is to be construed to deny the School Trustees the rights granted to it by the Statutes of the State of Nevada.
- 9.3 The District reserves the right, except as limited by this Agreement, to direct its employees, to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee; to relieve any employee from duty because of lack of work or for any other legitimate reason; to maintain the efficiency of its governmental operations; to determine

the methods, means and personnel by which its operations are to be conducted; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, as stated in Chapter 288, Nevada Revised Statutes.

**ARTICLE 10  
GENERAL SAVINGS AGREEMENT**

- 10.1 In the event that any provision of this Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction or by the Employee Management Relations Board as specified in Section 288.130 Nevada Revised Statutes, then such provision or application will not be deemed valid and substantive except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet no later than twenty (20) days after any such holding for the purpose of re-negotiating the provision or provisions affected.

**ARTICLE 11  
ADMINISTRATION OF AGREEMENT**

- 11.1 The Superintendent or his/her designated representative shall meet with representatives of the Association as requested by either party to review specific matters of mutual concern regarding the administration of this Agreement. Resolution of problems before they become grievances shall be one of the purposes of such meetings. This Article is not intended to circumvent the grievance procedure.
- 11.2 Those schools with a plan for shared decision-making, which has been approved by the Washoe County School District Board of Trustees as per Administrative Regulation 6000, may apply for variance of the negotiated agreement. The request for a variance must be submitted to the Superintendent and to the Association Board of Directors for approval by May 1 preceding the school year in which the requested variance will take effect. All requests for variance must state the specific article of the agreement and explain what the school is considering that might violate this provision of the agreement. The request must also state the period of time for which the variance is needed. A variance may be granted for no more than one (1) year at a time. Schools wishing to renew the variance must reapply by May 1.

In order for a school to be considered for a variance, there must be certification that three-fourths of the school's faculty has approved the variance request. Such certification must be gathered through a secret ballot process conducted jointly by the Association building representatives and school administration.

**ARTICLE 12  
GRIEVANCE AND COMPLAINT PROCEDURE**

12.1 DEFINITIONS

- 12.1.1 A "grievance" is an allegation by an employee, group of employees, or the Washoe Education Association based upon an alleged violation, misinterpretation, or inequitable application of any provision of the Negotiated Agreement.
- 12.1.2 An "aggrieved person" is a teacher, a group of teachers, or the Association, asserting a grievance.
- 12.1.3 A "party in interest" is any person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
- 12.1.4 The term "days" when used in this Article shall, except where otherwise indicated, mean working school days rather than calendar days. If the grievance procedure extends past the contracted year, the term "days" shall mean working days beyond the contract year.

12.2 PURPOSES

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

12.3 STRUCTURE

- 12.3.1 The Association shall designate a Grievance Representative for each school chosen from the staff of that school in such manner as may be directed by the Association.

12.4 TIME LIMITS

- 12.4.1 As a courtesy to all parties involved, the grievant and the District (principal, supervisor, administrator, Area Superintendent, and Human Resources) will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or principal et. al. will be present.
- 12.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.
- 12.4.3 If an employee does not file a grievance in writing as provided herein within fifteen (15) days after the employee knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

12.5 PROCEDURES

12.5.1 LEVEL ONE - SCHOOL PRINCIPAL

- 12.5.1.1 If an employee feels that he/she has a grievance, he/she shall first discuss the matter informally with his/her principal, supervisor, or an administrator to whom he/she is directly responsible and may request the presence of that school's Grievance Representative, another faculty member, or another member of the bargaining unit. The administrator shall be informed as to the nature of the problem, in writing, prior to this meeting being established.
- 12.5.1.2 If an aggrieved employee is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claims as a formal grievance in writing to his/her principal, to the Association, to the appropriate Area Superintendent, and to Human Resources. Prior to submitting the formal grievance, the employee shall advise the principal, supervisor or administrator of his/her decision to file. The written grievance must include the specific article(s) in question.
- 12.5.1.3 The principal shall within five (5) days render his/her decision and the reasons therefore in writing on the prescribed form to the aggrieved, with a copy to the Association, the appropriate Area Superintendent, and to Human Resources.

12.5.2 LEVEL TWO - CENTRAL ADMINISTRATION

- 12.5.2.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, the aggrieved may file the grievance with the appropriate Area Superintendent, and Human Resources.
- 12.5.2.2 The Area Superintendent shall within ten (10) days after receipt of the written request, seek to resolve the matter through meeting with the grievant and his/her representative if so requested by the grievant or the District.
- 12.5.2.3 Notification of Level Two grievance hearings shall be delivered to the grievant's location at least two (2) days prior to the meeting with a copy sent to the Association.

12.5.3 LEVEL THREE - SUPERINTENDENT OF SCHOOLS

- 12.5.3.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after receipt of the grievance in writing by the Area Superintendent at Level Two, the aggrieved has five (5) days to file the written grievance with Human Resources.
- 12.5.3.2 Within eight (8) days after receipt of the grievance by Human Resources, the Superintendent or his/her representative shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party, a full transcript of the Level Three hearing shall be kept. The cost of such transcript shall be equally shared by both parties. The Superintendent shall within five (5) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved person, the principal, supervisor, or appropriate administrator, Area Superintendent and the Association.
- 12.5.3.3 Notification of Level Three grievance hearings shall be delivered to the grievant's location at least two (2) days prior to the meeting, with a copy sent to the Association.
- 12.5.3.4 Representatives of the Association may attend and participate in any meeting of the Superintendent and the aggrieved, unless explicitly excluded by the aggrieved, in relation to any grievance presented to the Superintendent under this Agreement. In the event



representatives have been excluded by the aggrieved, the Superintendent shall confer with Association representatives prior to the issuance of his/her decision.

12.5.4 LEVEL FOUR - ARBITRATION

- 12.5.4.1 If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days of the Superintendent's decision, notify the Superintendent in writing that the Association wishes to take the grievance to arbitration.
- 12.5.4.2 Within five (5) days after written notice of submission to arbitration, the Superintendent or his/her designee and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence from the following list: <sup>(2003)</sup>
- Franklin Silver  
Barry Winograd  
Norman Brand  
Kenneth Perea  
Tom Angelo
- 12.5.4.3 The arbitrator so selected shall confer promptly with representatives of the Superintendent and the Association, shall review the record of prior hearings with the aggrieved and such other parties in interest he/she shall deem requisite, and, unless extended by mutual agreement, shall issue his/her report not later than thirty (30) days from the date of the close of the hearing.
- 12.5.4.4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 12.5.4.5 The arbitrator's decision shall be submitted in writing to the aggrieved, the Superintendent, and the Association only, and shall set forth his/her findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 12.5.4.6 and shall be consistent with the law and with the terms of this Agreement.
- 12.5.4.6 The Board of Trustees agrees to the binding arbitration of grievances as specified in the preceding section. However, in the event that the arbitrator's award would cost the District in excess of 1/2 cent on the tax rate for any one (1) specific grievance or one (1) cent on the tax rate in the aggregate (more than one (1) grievance) during the term of the Agreement, then the Board of Trustees shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only.
- 12.5.4.7 At the next meeting of the Board of Trustees, the decision of the arbitrator and any other information shall be presented to the Board of Trustees for consideration and both parties shall have the opportunity to present their positions before the Board of Trustees take final action on the grievance.
- 12.5.4.8 A record of decisions shall be maintained by the School District and the Association and each decision may be a precedent for future interpretation of the Articles of this Agreement.
- 12.5.4.9 The costs of services of the arbitrator shall be shared equally by the Association and the School Trustees.

12.6 RIGHTS OF EMPLOYEES TO PARTICIPATION

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

12.7 MISCELLANEOUS

- 12.7.1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to Human Resources and the Superintendent directly and the processing of such grievance shall begin at Level Three. However, the Superintendent shall have an additional five (5) days, or a total of ten (10) days, within which to issue his/her decision. If a decision for a grievance filed initially at

Level Three has not been given after twenty-five (25) days from the date filed, the aggrieved may notify Human Resources and the Superintendent in writing that the grievance will be taken to arbitration.

- 12.7.2 Decisions rendered at all levels of the formal grievance procedure shall be in writing on, or attached to, the appropriate form, and shall set forth the decisions and reasons therefore.
- 12.7.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 12.7.4 Forms for filing and processing grievances and other necessary documents, as approved in this Agreement, shall be prepared by the School District and made available through building principals, supervisors, and School Grievance Representatives. Grievance forms presently in use in the District shall be continued until revised forms are mutually agreed upon.
- 12.7.5 A grievance may be withdrawn at any level by the aggrieved without prejudice.
- 12.7.6 The sole remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure, provided, however, that nothing contained herein shall deprive any party of any legal right.
- 12.7.7 Any and all time limitations as set forth in this section may be extended upon agreement of the parties.

## 12.8 COMPLAINT PROCEDURE

- 12.8.1 The policies and administrative regulations have been established by the School Trustees to help carry out their responsibilities. Both parties agree that policies and administrative regulations are not a part of this Agreement and, as such, are completely outside the scope of this Agreement.
- 12.8.2 The parties hereby recognize the existence of District policies and regulations (to which the employees covered by the Agreement are bound, which are subject to change by the School Trustees and shall relate to subject matter not covered by the provisions of this Agreement).
- 12.8.3 The parties agree that any dispute arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed in accordance with the following:
  - 12.8.3.1 As a courtesy to all parties involved, the complainant and the District (principal, supervisor, administrator, Area Superintendent, Human Resources) will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or principal et.al. will be present.
  - 12.8.3.2 The Complainant shall have the right to be represented by a person of his/her choosing except as restricted in 12.5.1.1.
  - 12.8.3.3 All disagreements should be taken up in the first instance with the principal, supervisor or administrator. Every reasonable effort will be made to resolve any complaint by an employee or employees through a meeting with the principal, appropriate supervisor, or administrator. The employee may request the presence of a faculty member or another member of the bargaining unit at the meeting.
  - 12.8.3.4 In case a satisfactory solution is not reached, an employee may file a formal complaint on the appropriate form. Prior to submitting the complaint, the employee will notify the administrator of his/her decision to file. The complaint shall state the nature of the complaint including the specific policy, regulation or other appropriate procedure, practice or subject which is the basis for the complaint. The complaint shall be distributed to the principal/supervisor and the appropriate Area Superintendent and Human Resources.
  - 12.8.3.5 A meeting with the appropriate Area Superintendent shall be established within eight (8) days of receipt of the request. In the event a written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level.
  - 12.8.3.6 If a satisfactory resolution is not reached at this level, the complainant may notify Human Resources that he/she wishes to discuss the complaint with the Superintendent and a meeting will be established for that purpose.
  - 12.8.3.7 In the event that either party is not satisfied with the disposition of the complaint, or if no decision has been rendered within twenty-one (21) days after the meeting with the Area

Superintendent, the complainant may notify the Superintendent in writing that he/she wishes to take the complaint to the School Trustees.

- 12.8.3.8 The School Trustees shall then, at the next regular meeting, request the parties to appear at a hearing. The complainant and the administration shall be represented by one individual. If either party deems witnesses are appropriate they shall advise the other party at least four (4) days prior to the meeting. All material and evidence shall then be presented to the School Trustees for their examination. The decision of the School Trustees shall be made by the next regular meeting after examination of the facts. The decision of the Trustees shall be final.

### **ARTICLE 13 EMPLOYEE PROTECTION**

- 13.1 The School Trustees will provide assistance for any employee who is sued for assault or other alleged incidents which occur in the pursuit of his/her duties and acting within the limits of his/her assigned responsibility.
- 13.2 Employees shall immediately report cases of assault either suffered by them or for which they may be responsible and which occurred in connection with their employment. No formal action shall be taken against an employee upon any complaint directed toward an employee unless such matter is promptly reported to the employee concerned. No formal action shall be taken on such a complaint unless such matter is reported in writing to the employee concerned. With mutual approval among principal or supervisor, employee and parent, the employee shall have the right to be present during conferences at a time mutually agreed upon, if that conference concerns the above actions.
- 13.3 An employee, while acting within the course of his/her duties as such, may use such force as is reasonable and necessary to protect himself/herself or others or property; or to quell a disturbance threatening physical injury; or to obtain possession of weapons or other dangerous objects upon the person of or within the control of the pupil.
- 13.4 The District shall inform each licensed employee of the District who may have consistent contact with a pupil if that pupil has, within the preceding three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person.
- 13.4.1 Information will also be available to other licensed employees in the school upon request on a need-to-know basis.
- 13.4.2 The District shall provide this information based upon any written records that the District maintains or which it receives from a law enforcement agency. The District need not initiate a request for such information from any source.
- 13.4.3 A school District and the members of its board of trustees are not liable for failure strictly to comply with this section if a good faith effort to comply is made.
- 13.4.4 Any information received by an employee pursuant to this section is confidential and must not be further disseminated by the employee.
- 13.5 No employee shall be discriminated against because of his/her activity with the Association.

### **ARTICLE 14 SAFETY**

- 14.1 The District agrees to make reasonable efforts to continue providing safety equipment which, in the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.
- 14.2 The District further agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes.
- 14.3 No employee shall be required to search rooms, lockers or other areas of a school facility for possible hazardous material.
- 14.4 The District and the Association shall establish a committee of three (3) administrators and three (3) employees. The purpose of this committee will be to develop guidelines for the productive use of professional time in the event of a school closure which does not require the release of the staff.

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

- 15.1 The Association shall have the exclusive right to use school mail boxes and the interschool mail service and faculty bulletin boards for organizational material, provided that all such material is signed by an Association officer or is clearly identified as

Association material and the Association accepts the responsibility for such material. Copies of all such material shall be given to the building principal. Individual employees 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 during regular school days so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific educational activities, shall not disturb an employee while teaching and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of buildings on other than school 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 EMPLOYEE FACILITIES**

- 16.1 The parties recognize that the availability of functional school facilities for both students and employees is desirable to ensure the high quality of education that is the goal of both employees and the School Trustees. They recognize further that facilities should be designed to meet the needs of the educational program.
- 16.2 The Administration shall make every reasonable effort to improve existing school and staff facilities within the limits of available resources. Security of employees' personal belongings will be given top priority.
- 16.2.1 Employees' personal property shall be covered in event of loss due to fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft or water damage.
- 16.2.2 The maximum amount of coverage for any one employee's personal items is \$500 per occurrence.
- 16.2.3 The employee's personal property must be itemized with the principal's office on the form provided.
- 16.2.4 The District's coverage applies to the property losses not covered by the employee's homeowner or tenant property insurance policy. The District's coverage would also apply towards the employee's deductible up to the maximum of \$500.
- 16.2.5 The personal property must provide essential support to the employee's scope of work as determined by the school principal and must be listed on the "Declaration Form" required.
- 16.2.6 The school principal must maintain a "Declaration Form" itemizing the employee's personal items and corresponding business use to authorize coverage.
- 16.2.7 Personal property "Declaration Forms" must be completed each school year, with a review being completed and signed by the principal in the second semester or as the status of the personal property changes, in order for coverage to be in effect.
- 16.2.8 Items not listed on the "Declaration Form" for the current school semester will be considered as non-business in their use and will not be covered by the District.
- 16.3 A Facility Committee shall be established annually to review existing facilities and plans for future facilities. The Committee shall consist of three (3) Administration members and three (3) members selected by the Association. This Committee shall meet a minimum of four (4) times during the contracted year. The Committee's duties shall consist of recommending to the School Trustees consideration for future priorities for renovation, replacement, or remodeling of existing facilities.
- 16.4 A teacher work area shall be provided in each school containing equipment and supplies to aid in the preparation of instructional materials. A serviceable desk, which can be locked, and chair shall be provided for each teacher.
- 16.5 Every reasonable effort shall be given to providing space in each classroom in which teachers may safely store instructional materials and supplies, a locked space in each classroom in which teachers may store personal belongings, and an appropriately furnished room to be used as a faculty lounge equipped with a telephone which ensures privacy of conversation, conveniently located teachers' restrooms, separate for each sex, and separate from the students' restrooms, adequate and separate lunchroom facilities for the use of the staff, a communications system allowing teachers to call the main office from their classrooms, and paved parking lots.
- 16.6 Upon prior request to the principal, every reasonable effort shall be made to provide access for the teacher to his/her classroom at reasonable times during non-school hours. To the extent feasible, access to teacher work areas shall also be provided. However, if in the opinion of the principal abuses have occurred, he/she may discontinue or restrict access to work areas and classrooms of any teacher(s) who in his/her opinion has abused such privilege.

**ARTICLE 17  
WORK YEAR**

- 17.1 During the work days at the beginning of the year, the equivalent of one day (7.5 hrs.) will be reserved exclusively for teachers to spend time in their classrooms with no District/building meetings or mandated in-services being held. <sup>(1998)</sup>
- 17.2 The total number of working days for all new employees during a traditional or single-track year round school year shall be 187. For multi-track year round schools, new employees shall work 177 days. The total number of days for returning employees shall be 185 for traditional or single-track year round schools. For multi-track year round schools, returning employees shall work 175 days. <sup>(2001)</sup>
- 17.3 Christmas vacation shall be no less than ten (10) continuous school days in length exclusive of the work year.
- 17.4 Spring vacation shall be no less than five (5) continuous school days in length exclusive of the work year.
- 17.5 Employees who worked less than one half the days of the previous contract year will be considered new employees for purposes of Article 17.2.

**ARTICLE 18  
HOURS**

- 18.1 Secondary teachers shall be required to report no earlier than fifteen (15) minutes before the start of the employee's first scheduled class period (including preparation periods). Nurses will report to work at 8:00 A.M. Elementary teachers shall have a seven (7) hour contract day, in recognition of the fact that they do not have a preparation period during the instructional day. Elementary teachers (and itinerant educators assigned to elementary schools) shall report to school no more than thirty (30) minutes before the start of the instructional day. The elementary duty day shall conclude no more than thirty minutes after the instructional day (with the exception of multi-track year round). Any deviation from the instructional day must be included in the School Improvement Plan and approved by the Superintendent of Elementary Education. To allow for greater access for parental contact, no duty shall be assigned prior to fifteen (15) minutes before the instructional day, except with the consent of the teacher. Faculty meetings may commence earlier than fifteen (15) minutes prior to the start of school based on a 2/3's vote of the entire faculty. <sup>(2003)</sup>
- 18.2 Employees may be required to remain after completion of the school day without additional compensation within the following limits:
  - 18.2.1 When it is necessary to remain longer to attend general faculty meetings and special meetings when called by the Superintendent, the school principal, or other administrative officers. This includes the parent open house and graduation exercises. Teachers will be dismissed no later than 15 minutes after the end of the student day on these two occasions. All duties at graduation exercises shall be filled by volunteers. Should an administrator believe that he/she doesn't have a sufficient number of volunteers, duties shall be assigned on a rotating basis.
  - 18.2.2 Employees are expected to be available to parents for scheduled consultations after completion of the regular school day. The responsibility of the employee to be available for conferences with parents is recognized as an employee's professional responsibility and shall be encouraged by the Association. Every reasonable effort shall be made to schedule parent conferences at least twenty-four (24) hours in advance except in emergency situations.
  - 18.2.3 The principal shall have the authority to permit divergence by employees from the regular school day.
  - 18.2.4 Employees shall continue the tradition of voluntary participation in parent-teacher activities.
  - 18.2.5 Employees shall be available for duties at school social activities and athletic events.
  - 18.2.6 Employees shall be available for duties in the event of an emergency.
- 18.3 The principal, working with his/her staff or a committee elected by the staff, shall determine and assign such duties as bus, yard, hall, and other extracurricular assignments. These duties shall be considered as part of the professional responsibility of the employee.
  - 18.3.1 The District will provide each elementary school with resources to reduce teachers' non-instruction duties.
- 18.4 Employees shall have a duty free lunch period of not less than thirty (30) minutes without interruption except when emergencies and/or scheduled special events make it necessary to alter an employee's assignment. Employees shall notify the principal/supervisor or his/her representative before leaving school grounds. Such notification will include the time of departure and return if before the end of the work day.

- 18.5 Travel time of any employee required to travel between schools (but not between the home or point of origin and the school and/or the return) shall be considered as part of such employee's work day.
- 18.6 Secondary teachers who agree to substitute during their preparation periods at the request of the school administration shall earn compensatory time off or pay.
- 18.6.1 The building administrator responsible for this program shall maintain an alphabetical listing by periods of teachers participating in this program. The program should rotate equitably through this alphabetical list.
- 18.6.2 Teachers may be requested to substitute:
1. when the absent teacher is involved in a school or District-related activity;
  2. when the absent teacher is on an approved leave covered by this agreement and a substitute would be required;
  3. when the absent teacher needs time off for a reason approved by school administration.
- 18.6.3 Compensatory time will be earned at the rate of one (1) period for each period covered.
- 18.6.4 The maximum number of days which may be earned in any school year is ten (10). With reasonable notice and prior approval by the school administration, a teacher may take no more than two (2) days of compensatory time off during the school year. Teachers who elect to use compensatory time off on a single period basis will not have this time count as time used on the two (2) day limit.
- 18.6.5 Compensatory time must be earned before used. The number of periods earned may be used by the teacher on a period, one-half, or full-day basis. One (1) day equals the number of periods teachers are required to teach each day in that particular school. One-half day equals three (3) periods.
- 18.6.6 At the end of each school year, any teacher having time accrued may elect to:
1. carry the time over to the next school year; or
  2. be compensated for the time earned at \$20.00 per hour. Teachers will be compensated for actual time they have worked. Time worked shall be calculated in 30 minute block increments. <sup>(2005)</sup>
- 18.6.7 The practice of informal voluntary coverage by teachers for one another without compensation shall be continued. Teachers must have the approval of school administration to arrange such coverage.
- 18.6.8 Effective beginning the summer of 2006, the Summer School hourly rate shall be \$30.00. <sup>(2005)</sup>

18.7 SUBSTITUTE ABSENCES

- 18.7.1 In situations where elementary teachers are assigned to substitute for another teacher (when substitutes are unavailable) the value of the cost of the substitute will be placed in the school fund. In a situation where, in a team, a substitute is requested for an absent team member and none is available, the value of a substitute pay will be placed in the school fund. The allocation of the money will be for use in the classroom of the teacher being requested to substitute. In team situations no more than the value of one substitute may be allocated to that classroom. <sup>(1999)</sup>

**ARTICLE 19  
PREPARATION TIME**

- 19.1 The District will make every reasonable effort to continue to provide at least forty-five (45) minutes per 7-1/2 hour work day to be used by teachers for classroom preparation. To the extent feasible the principal, assisted by the appropriate Assistant Superintendent, shall attempt to develop schedules which will permit the forty-five (45) minutes of preparation time to be continuous. If, however, in the opinion of the principal, such schedules are not feasible, the preparation time may be non-continuous. Preparation time may be scheduled before, during or after the student's day.
- 19.2 Preparation times may also be used for other duties such as playground, hall, etc., for staff meetings and parent-teacher conferences as the principal directs.

19.3 ELEMENTARY SCHOOL

When a special subject area teacher is in charge of an elementary school teacher's class, the regular teacher may leave the classroom and use that time as a preparation period.

19.4 MIDDLE SCHOOL

The District shall continue with its present practice to provide preparation time during the student's day in the schools where that system is currently in operation. The principal shall form a committee to assist in developing a schedule. The schedule shall be presented to the faculty prior to the close of the school year for implementation in the subsequent school year.

19.5 HIGH SCHOOL

The District shall continue with its current practices to provide a continuous, uninterrupted preparation period during the school day.

19.6 In case of emergency, the teacher may be assigned other duties during his/her preparation period.

19.7 An employee who accepts an assignment for an extended period of time to teach during his/her prep period will be compensated at the hourly rate of \$30. (2003)

**ARTICLE 20  
SICK LEAVE AND DISABILITY BENEFITS**

20.1 SICK LEAVE

20.1.1 Each employee shall be credited with fifteen (15) days of sick leave at the beginning of each school year. Accumulation shall be unlimited.

20.1.2 Upon separation, employees with at least ten (10) years of continuous service in the District shall be entitled to payment for accumulated sick leave in accordance with Washoe County School District Regulation 4142.05. Regulation 4142.05 shall not be incorporated into this Agreement by references and thus shall not be subject to the grievance procedure.

1. For purposes of this article, "separated" shall mean retired, resigned or deceased.
2. Total monies available for this compensation shall be determined by a tax rate limitation of 0.01333333 of the budgeted General Fund property tax revenues.
3. The rate of pay shall be as follows: 25% of the days of accumulated sick leave, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.
4. Checks for said unused sick leave will be distributed to the employee or his/her estate in July. (2003)

20.1.3 The principal shall, upon request from an employee, make available to that employee within a reasonable period of time, the employee's accumulated sick leave as of a certain date.

20.1.4 The full fifteen (15) days of sick leave are not earned until the employee has completed the entire school year. If the employee leaves the system before all of his/her sick leave is earned, and fifteen (15) days of leave have been used, then a payroll deduction will be made for the unearned portion of the used sick leave.

20.1.5 In determining the approximate proportional amount of sick leave earned by employees who work less than a 185 day school year the following formula shall be used:

$$\frac{\text{Contracted Days} \times 15 \text{ days sick leave}}{185} = \text{sick leave days earned}$$

Example: An employee who is contracted to teach beginning in October for 152 days will accrue:

$$\frac{152 \times 15}{185} = 12.32 \text{ days sick leave}$$

20.1.6 Sick leave is to be used only if the employee is unable to perform his/her duties. If, in the opinion of the site level supervisor and the Assistant Superintendent, Human Resources reasonable cause exists, verification of the employee's illness or disability may be required in order to charge any portion of the absence to sick leave. Verification of the employee's fitness to return to work may be required. (1999)

20.1.7 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused by or attributed to pregnancy, miscarriage, childbirth, or recovery therefrom, an employee may have the option of charging such period of disability to her accrued sick leave.

- 20.1.8 The District may require an independent medical examination of the employee at the District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District and to the employee. Independent medical examinations are to be required judiciously.
- 20.1.9 Leave with pay, taken from accumulated sick leave, for an operation shall be allowed provided the attending physician certifies that the operation should not be postponed. Verification from the attending physician may be required.
- 20.1.10 An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed each year by the Superintendent upon written request of the employee.

20.2 SICK LEAVE BANK

20.2.1 Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank (Bank) by voluntarily contributing one sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have long-term illness or disabilities and who have exhausted their sick leave accumulation.

20.2.2 The Sick Leave Bank will be operated by the Association according to written procedures and rules developed by the Association and provided to the Assistant Superintendent, Human Resources and the Superintendent annually. <sup>(1999)</sup>

Human Resources shall receive and process all requests from employees to contribute a day to the Bank.

20.2.3 Responsibility for determining who shall receive days from the Bank rests exclusively with the Association.

The Association holds the District harmless in the event of any action by an employee relative to the use of the Bank.

20.2.4 Annually the Human Resources Division shall provide to the Association a Sick Leave Bank Report of Usage to include:

1. The total number of days used, per employee;
2. the total number of days in the Bank at the beginning of the year; and
3. the total number of days remaining in the Bank.

The Association shall be afforded thirty (30) days, upon receipt of this report, in which to make corrections and return the corrected report to the Human Resources Division.

Annually no later than June 30th, the Association shall provide the Human Resources Division a Bank Report of Usage which shall include:

1. the total number of employees who applied for days from the Bank including those who were declined days and those who used the Bank more than once during the year.

20.2.4.1 Participation in the Sick Leave Bank

20.2.4.1.1 At the beginning of each school year, there will be a five-week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five weeks of its mailing.

20.2.4.2 Receiving Days from the Sick Leave Bank

20.2.4.2.1 Only individuals who have contributed to the bank are eligible for benefits.

20.2.4.2.3 The maximum accumulated number of days which any one person can be granted from the bank during his/her period of employment with the District is seventy-five (75) days per illness, per year.

20.2.4.3 Limits on Bank Usage

20.2.4.3.1 The maximum number of days which can be realized from the Sick Leave Bank will be 600 days annually.



20.2.4.3.2 At the beginning of each school year, there will be a five week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five weeks of its mailing.

20.2.4.3.3 The maximum that anyone can contribute to the Sick Leave Bank at any one time is one sick leave day.

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

### 20.3 BEREAVEMENT LEAVE

20.3.1 In the event of a death in the immediate family, employees may be granted up to ten (10) days sick leave per occurrence. An additional two (2) days, with substitute deduction, may be granted per occurrence. In the event of the death of a close personal friend, up to five (5) days of sick leave per occurrence may be granted.

20.3.2 Immediate family shall mean: spouse, children, grandchildren, parents, stepparents, parents-in-law, grandparents, grandchildren, sisters, brothers, sisters- and brothers-in-law, sons- and daughters-in-law, half brothers, half sisters, aunts and uncles. Request for extension of this leave shall be directed to the Superintendent. A copy of the death certificate or obituary notice may be required.

### 20.4 FAMILY ILLNESS LEAVE

20.4.1 In the event of an accident or critical illness within the immediate family a bargaining unit member may use his/her accrued sick leave days in order to provide emotional or physical support for the immediate family member.

20.4.2 Immediate family is defined as: Spouse, children; and parents, sisters, brothers, parents-in-law, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, grandparents, and grandchildren. Verification of the illness from the attending physician may be required.

## **ARTICLE 21 TEMPORARY LEAVES OF ABSENCE**

### 21.1 VISITATION LEAVE

Upon written request to the principal/supervisor, and with the approval of an Area Superintendent or the Assistant Superintendent, Human Resources, employees may be granted professional leave to visit other schools for the purpose of observing methods of discipline, class organization, methods of instruction, experimental programs, or other activities related to education/health services. No deduction from salary shall be made for approved visits of this type. (2001)

### 21.2 COMMUNITY SERVICE LEAVE

Leave of absence not to exceed five (5) days in any school year may be granted upon written application in advance 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. Upon approval of such request by the Assistant Superintendent, Human Resources, salary deduction shall be limited to the substitute's pay for each day of such absences. (2001)

Community service leave shall not be requested during the first two (2) or last two (2) weeks of the school year, except in extenuating circumstances.

### 21.3 MILITARY LEAVE

Employees who must serve under orders in military programs shall have no loss of salary from the School District for participation in such programs for up to fifteen (15) school days per school year. Notice of such orders must be provided to the employee's principal/supervisor with copies to Human Resources. (2001)

### 21.4 UNFORESEEN CIRCUMSTANCES LEAVE

Upon approval by the principal/supervisor, leave may be granted when unforeseen circumstances prevent an employee from exercising his/her duties. Salary deduction shall be limited to the substitute's pay. Unforeseen circumstances shall mean such occurrences as cannot reasonably be foreseen under normal circumstances.

21.5 PROFESSIONAL LEAVE

21.5.1 With the approval of principal/supervisor, leave will be granted for the purpose of attending professional meetings, conferences, assemblies and conventions, with no deduction from salary if it is thought that such attendance will render an educational service of value to the District. If the request for professional leave is denied, the principal/supervisor must place in writing the reasons for the denial within five (5) working days of the request. If the employee is not satisfied with the reasons for the denial, then the employee may file a grievance at Level II. Upon approval of the Assistant Superintendent, Human Resources, per diem and/or travel may be provided by the District. (2001)

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

21.6 PERSONAL BUSINESS LEAVE

Upon reasonable prior notification to the principal/supervisor, three (3) days of personal business leave shall be granted each year, two (2) to be deducted from accumulated sick leave and the other with substitute's pay deduction at the prevailing rate provided the personal business indicated cannot be taken care of outside of school time and when the personal business is such that it will not reflect adversely on the District.

This leave shall not be granted during the first and last weeks of school unless approved by the principal/supervisor. This leave, however, may be used during the last week of school should the teacher be enrolled in a class to be used for professional growth.

21.7 ADOPTION LEAVE (SHORT-TERM)

Upon reasonable prior notification to the principal/supervisor and documentation, if requested, one (1) parent who is adopting an infant shall be permitted to use up to three (3) weeks of accumulated sick leave for adoption leave. Additional leave may be granted without pay. In the event that both parents are certified employees of the District, a total of three (3) weeks of accumulated sick leave may be granted. (1998)

21.8 PERSONAL LEAVE

Upon reasonable prior notification to the principal/supervisor, two (2) days of personal leave shall be granted each school year; one (1) day of personal leave with pay, and one (1) day deducted from accumulated sick leave. (1998)

No more than 15% of a school's staff or the District-wide nursing staff shall be on personal leave on the same day. This leave shall not be granted during the first and last weeks of school unless approved by the principal/supervisor. This leave, however, may be used during the last week of school should the teacher be enrolled in a class to be used for professional growth.

21.9 ABSENCE WITHOUT AUTHORIZATION

21.9.1 Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive school days constitutes an abandonment of position and may be treated by the Board of Trustees as a resignation and the provisions of the Professional Practices Act shall not apply.

21.9.2 If the employee is unable to contact the District to request a leave of absence during the three (3) day period, such absence shall not constitute an abandonment of position.

21.10 JURY LEAVE

An employee who serves as a member of a jury shall not have a loss in pay due to such service. However, any jury pay received by the teacher shall be turned in to the Business and Finance Department. Notice of such jury duty must be provided to the employee's principal/supervisor. (2001)

21.11 SCHOOL BUSINESS LEAVE

21.11.1 With the approval of the principal/supervisor, employees shall be excused from their regular duties in order to organize or participate in events which provide educational service to the School District. School business leave that is denied by the principal/supervisor may be submitted to the Assistant Superintendent, Human Resources for a final determination as to approval or denial of leave. (2001)

21.11.2 School Business shall include, but not be limited to, District wide or school committee service, curriculum, text and assessment development and review, and evaluation of programs for school improvement. (2001)

21.12 PUBLIC OFFICES LEAVE

Any employee who is elected to public office or appointed to a public committee or commission may request from the Assistant Superintendent, Human Resources, a leave of absence without pay in order to discharge the duties of the office.

21.13 NATIONAL BOARD CERTIFIED LEAVE

A teacher, counselor, or speech pathologist, who, in accordance with Article 24, Section 24.4.2. is preparing for the National Board Certification will be afforded three (3) days paid leave. (2005)

**ARTICLE 22  
EXTENDED LEAVES OF ABSENCE**

22.1 LEAVES WITHOUT PAY

22.1.1 Upon submission of the proper leave of absence form to the Human Resources Division, any post-probationary employee may request, upon showing good and sufficient reasons, a leave of absence without pay for one (1) year or more. Such leaves are subject to the approval of the Area Superintendent or Assistant Superintendent, Human Resources upon notification of the principal/supervisor. Leaves of less than one (1) year may be approved by the Area Superintendent or Assistant Superintendent, Human Resources. Applications for leaves of absence shall be submitted no later than April 15. In extenuating circumstances, applications submitted after April 15 may be approved by the Area Superintendent or Assistant Superintendent, Human Resources. (2001)

22.1.2 The request to extend the leave of absence must be made not later than March 1 of the year in which the leave is effective. After March 1, in cases of extreme emergency, a leave may be extended with approval of the Area Superintendent or Assistant Superintendent, Human Resources. (2001)

22.1.3 Employees granted a leave of absence will return to duty at the same status on the salary schedule, unless the employee has qualified for advancement, as shown at the date leave was granted. He/she shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted. Upon return from a leave of absence of one (1) year or less, every effort shall be made to place the returning employee in the same building, grade or position. (2001)

22.1.4 Should a leave of absence extend beyond one (1) year, the employee's position at the site may be filled with a standard contract. While every effort shall be made to place the returning employee in the same building, grade or position, if this is not possible, the employee shall be entitled, upon return from the leave, to a position for which he/she is qualified to teach. The employee shall have the opportunity to transfer, and if that does not occur, will be placed with overages. At the time of the approval of the leave, the District shall inform the employee whether his/her position will be filled with a standard contract or a one-year-only, at which time the employee may rescind his/her request for the extended leave. (2001)

22.1.5 Any leave without pay which would result in a gross monthly pay of no less than one-half its usual amount will be deducted from pay in the next pay period. An unpaid leave of absence which, if deducted in one pay period, would result in a gross monthly pay of less than one-half, will be treated as a contract payoff for the time worked prior to the leave of absence. The employee will be in an unpaid status for the remainder of the period of leave of absence. Upon return from leave of absence, the remaining days to be worked will be calculated, and monthly pay for the remainder of the year will be established. (2003)

22.2 SABBATICAL LEAVE

22.2.1 Upon proper application to the Human Resources Division, a Sabbatical Leave of Absence of one (1) school year duration may be granted for professional study in the employee's area of specialization or an allied employment field. (2001)

22.2.2 Employees 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.

22.2.3 No more than 1/2 of 1% of the full-time employee staff may be on Sabbatical Leave during any one (1) school year. Employees must apply by March 1 of the year in which the Sabbatical Leave is to be taken using forms developed by the Human Resources Division. Employees must substantiate the benefit of Sabbatical Leave to the District, and must describe the nature of the course of study.

22.2.4 If an employee receives a grant, scholarship, fellowship, job study program, or other academic award, after March 1, but not later than August 1, of a school year, the Superintendent shall consider the request for Sabbatical Leave provided the number of employees approved for Sabbatical Leave has not already exceeded the 1/2 of 1% limitation. (2001)

- 22.2.5 Salary will be one-half (1/2) of the employee's annual rate in effect during the Sabbatical Leave year exclusive of any extra duty pay, etc. While on leave the employee shall furnish a surety bond indemnifying the District against loss in the event the employee fails to render the minimum service required after return from leave. If the employee 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 teacher 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 shall be paid during the period of the Sabbatical Leave. The Sabbatical Leave shall count for a year's experience as if the employee were not on a leave of absence.
- 22.2.6 Employees must agree to return to the District and complete a minimum of two (2) school years following Sabbatical Leave and must submit a report which describes and evaluates the Sabbatical Leave. The employee shall return to the same building, grade and position that he/she held prior to the Sabbatical Leave, unless he/she invokes the transfer process. (2003)
- 22.2.7 A Sabbatical Leave committee composed of three (3) employees appointed by the Association and three (3) principals appointed by the District shall be established to review applications for Sabbatical Leave and make recommendations for approval or disapproval to the Superintendent. (2001)

## 22.3 CHILD REARING LEAVE

- 22.3.1 An employee may apply for a child-rearing leave without pay at least one (1) month prior to the commencement of the leave. The requested leave shall not exceed twelve (12) calendar months. The leave shall be granted upon receipt of the leave application by the Human Resources Division. Such requests must be accompanied by a birth certificate, if appropriate. (2001)
- 22.3.2 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.
- 22.3.3 No benefits shall accrue to the employee while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she taught the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.
- 22.3.4 In the event the employee is on probation, the year will be counted towards completion of the probationary period provided he/she taught the major portion of the school year at the time the child-rearing leave commenced.
- Every effort shall be made to return the employee to the same building, grade or position. (2001)
- 22.3.6 In the event a female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the teacher may continue her child-rearing leave.
- 22.3.7 Upon written application showing unusual and extenuating circumstances necessitating extended child-rearing leave, the Area Superintendent or Assistant Superintendent, Human Resources, at his/her discretion, may extend the leave for an additional period up to twelve (12) calendar months. (2001)

## 22.4 ADOPTION LEAVE (LONG-TERM)

- 22.4.1 Adoption leave without pay, not to exceed twelve (12) calendar months, shall be granted to an employee. A leave shall commence no later than nine (9) months after the placement of the child in the home. Written notice must be provided to the Human Resources Division by March 1 whether the employee plans to return to work. Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee had taught the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced. (2001)

## 22.5 REDUCED SALARY LEAVE

- 22.5.1 Providing the Public Employee Retirement System (PERS) concurs that the following plan is in compliance with PERS regulations and rules, the program described below will be implemented and become a part of the Negotiated Agreement.
- 22.5.2 Upon written petition to the Human Resources Division, an employee may elect to work for 80% of his/her regularly contracted salary for a four (4) year period. The fifth year, the employee will then receive the amount

deferred each year plus whatever interest has accrued. No more than 1% of the full-time teaching staff may enter this program in any given year.

22.5.3 While the employee is on leave, the District will pay his/her medical, dental, vision, and life insurance at the rate identified in this Agreement.

22.5.4 An employee returning from leave will be placed on the next step of the salary schedule unless the employee has qualified for additional advancement on the teachers' salary schedule. Every effort shall be made to place the returning employee in the same building, grade or position. He/she shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted. <sup>(2001)</sup>

## 22.6 RE-EMPLOYMENT BENEFIT

22.6.1 In the event a bargaining unit member resigns from service with the District and is re-employed by the District within three (3) years from his/her official date of separation from the District, he/she shall be entitled to:

- a. have returned the accrued sick leave days that he/she had on the date of his/her official date of separation;
- b. be placed on the salary schedule commensurate with his/her experience (as delineated in the contract for granting experience);
- c. have, for the purpose of seniority, a hire date that reflects the actual years of seniority that he/she had on the date of his/her official separation.

## ARTICLE 23 ASSOCIATION LEAVE

23.1 The School District shall grant, upon written request of the President of the Association:

23.1.1 A total of up to eighty (80) days leave without loss of pay during the school year, July 1 to June 30, for Association business. The Association President may use this leave or shall designate the Association members, other than the President himself or herself, who shall, from time to time utilize this leave. No employee shall use more than twenty (20) consecutive days at one time. The Association shall provide reasonable advance notification to the Human Resources Division of its intent to use this leave (confirmed in writing) and reimburse the District for substitute costs. <sup>(2003)</sup>

23.1.2 The Association President may have six (6) years of absence with pay. In the event the President takes six (6) years of absence with pay, the Association shall reimburse the District for the President's salary and retirement contribution. The Association President shall not take more than six (6) years of leave of absence during the term of this Agreement. The President shall notify the District forty-five (45) days prior to the commencement of the leave. Upon completion of the leave, the District will make every reasonable effort to return the President to the position he/she formerly held (building, grade, and subject(s)). However, the District is not obligated to hold the Association President's former position with the District (i.e., the specific school grade/subject level). The District shall continue payment of Group Insurance benefits.

23.2 The President of the Association or his/her representative shall be allowed to visit schools. The President or his/her representative will make arrangements with the principal, or in his/her absence, the acting administrator, and shall confer with the principal on his/her arrival in the building in order to facilitate the purpose of the visit.

## ARTICLE 24 SALARIES AND INSURANCE

24.1 Salaries shall be as shown on the schedule in Appendix A.

## 24.2 SALARY SCHEDULE NOTES

24.2.1 Occupational Education Teacher Placement

24.2.1.1 A non-degree teacher who holds an occupational endorsement will be placed on the TA column of the Teachers' Salary Schedule. These teachers may receive experience credit for job-related work experience (not to exceed 5 years) over and above that required for licensure provided that such experience is at the journeyman or managerial level or above and is progressively responsible in nature, including supervisory responsibilities. The TA column will have ten (10) steps. The base salary for TA will be one professional growth increment less than the base for column TB. The experience increment will be equal to those of the other columns.

24.2.2 In order to advance beyond Step 4, a Class I employee must have ninety (90) units or more.

Employees reentering the District, except nurses, will be allowed credit for previous teaching experience while they were employed by the District providing the employee shall not have been absent from public school employment more than ten (10) years. The District agrees to continue its current practice with regard to credit for other Nevada service, outside Nevada service, and military service pending the outcome of litigation.

24.2.3 A teacher hired on a regular contract will be given two (2) years credit for teaching in a single, non-public school provided the following conditions are met:

1. The teacher was certified or licensed as a teacher by the state in which he/she taught and at the time the experience was gained.
2. The experience was in a school licensed by the state.
3. At least eighty percent (80%) of the teaching experience in a given year was in subjects commonly taught in the public schools.
4. The teacher provides to the Human Resources Division the documentation noted above on an appropriate form provided by Human Resources.
5. Existing teachers on a regular contract will be given one (1) year credit for teaching in a non-public school provided the conditions in (1)-(4) above are met.

24.2.4 Commencing with the 1993-94 school year, a nurse hired on a regular contract shall be given up to five (5) years credit for all experience as a licensed registered nurse. Nurses currently employed shall be granted up to five (5) years credit for the 1993-94 school year.

24.2.5 Nurses reentering the District will be allowed credit for previous nursing experience while they were employed by the District providing the employee shall not have been absent from public school employment more than ten (10) years. The District agrees to continue its current practice with regard to credit for other Nevada service, outside Nevada service, and military service pending the outcome of litigation.

24.2.5.1 Credit for experience above in other than public school nursing will be evaluated by the Health Services Supervisor and a recommendation made to the Human Resources Division for final approval.

1. Experience in the above non-public school areas must have been substantial and focused in the particular area.
2. Credit for such experience shall not be retroactive; however, currently employed nurses with such experience will be moved to the appropriate step giving credit for such experience.

24.2.6 Education credit to advance on the salary schedule may be completed at any time. If submitted to the Human Resources Division by the first (1st) workday of the month, then the employee will be moved to the appropriate column in the next available pay warrant.

24.2.7 It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement.

24.2.8 In addition to the salary shown, the District pays an additional legislatively designated amount on behalf of the employee for retirement benefits to the Public Employees Retirement System. (2003)

24.2.9 Beginning with the school year 2000-2001, all employees will be placed on the 20th step of the salary schedule at the beginning of their 20th year of creditable service. (2001)

24.2.10 Except as provided in Section 24.2.11, approved credits may include, but not be limited to, credits in undergraduate and/or community college classes related to employment assignments, duties, or retraining. Inservice credits for salary advancement and approved undergraduate credits for classes TF and TG will require prior approval by the District Inservice Committee. (2003)

24.2.11 Graduate credits in addition to those required for a Masters degree or Masters Equivalency will be credited for salary advancement beyond column TE, within the following guidelines: (2003)

1. Credits earned while enrolled in a graduate program, but in excess of the actual Masters Degree credits, when the Masters degree was earned in 1997 or later.
2. Credits earned after approved for the Masters Equivalency Program, but in excess of the actual credits required for the program, when the Masters Equivalency was earned in 1997 or later.

3. Credits must be earned after admission to a graduate program or approval of the Masters Equivalency Program.

Employees must provide Human Resources with an official record from the university, indicating the date of admission to the graduate program, and the classes and credits which were credited toward the Masters degree.

Credits that were earned during a masters program which will not be counted for salary advancement beyond column TE:

1. Credits which fulfilled the requirements of the Masters degree or the Masters Equivalency Program.
2. Undergraduate credits.
3. Credits earned prior to admission to a graduate degree program.
4. Inservice credits.

### 24.3 MASTER'S EQUIVALENCY PROGRAM

24.3.1 The District and the State of Nevada, through their certification requirements, have had and now have the expectation that the District professional staff members have an obligation to pursue professional growth and increased competency in order to insure the delivery of a quality education program.

24.3.2 Many professional staff members have found that, in order to be able to enjoy the full benefits of the teacher's salary schedule, they have had to enroll in master's degree program even if that program has not represented an area of interest or ability of the individual employee. For those employees not having an interest in enrolling in such a program, the master's degree column on the teacher's salary schedule has represented a barrier to their advancement on the teacher's salary schedule, even though individual employees have continued to enroll in classes that provide increases in growth and classroom competency. Therefore, the Master's Equivalency Program has the potential of enhancing the educational program to be offered to students in the District if a commonly agreed upon procedure is established, which will allow employees to enjoy the full benefits of the teacher's salary schedule of the District through their continued enrollment and professional growth through University classes and in-service training programs.

24.3.3 The Master's Equivalency Program shall be used to allow movement from TD, Class IV to TE, Class V.

24.3.4 A licensed person wishing to avail himself or herself of this option must develop a proposed program and submit it to a review committee for approval. There would be two (2) committees, one (1) for secondary personnel seeking an "Approved Program" and one (1) for elementary personnel seeking an "Approved Program". The committees shall establish (prior to the beginning of each school year) a schedule to meet 4 times to review programs. The schedule shall be published through the District and Association. Each committee will be composed of:

1. A representative from Curriculum.
2. An employee from the appropriate school level taken from a list provided by the Association.
3. A principal/supervisor from the appropriate school level but not from the school where the employee is assigned.
4. Exceptions to these requirements will be made if the applicant declares that he/she is pursuing status as a Highly Qualified Teacher in an additional academic area or area of need, as determined by the District and reported to the Association by October 1<sup>st</sup> of each school year, for which HQ status is not defined.

24.3.5 A licensed person on the teacher's salary schedule who wishes to improve his/her professional competency without earning a master's degree may move to the master's column of the salary schedule by:

1. Earning forty-two (42) semester hours of credit beyond a BA/BS degree from an accredited college or university. Effective January 1, 2004, new enrollees into the Masters Equivalency Program will be required to complete at least thirty-two (32) graduate level credits from an accredited college or university as follows:<sup>(2003)</sup>
  1. At the elementary level, applicants would have to take a minimum of 27 of the 32 required graduate classes in the core content areas (reading/language arts, math, social studies, science), and five elective credits in any areas, including student intern credits.

2. At the secondary level, a minimum of 27 graduate credits would have to be in the applicant's content area, and 5 elective credits in any areas, including student intern credits.
3. A specialty area teacher would be required to take a minimum of 27 credits in the specialty area, or in the content areas, with 5 additional elective credits.
4. Exceptions to these requirements will be made if the applicant declares that he/she is pursuing status as a Highly Qualified Teacher in an additional academic area.

Ten (10) of the forty-two (42) semester hours may be earned outside of an accredited college or university in one of the following ways:

- a. Accredited corporate or private school classes (subject to prior approval of the committee) with each fifteen (15) hours of class equaling one (1) semester hour.
- b. Undergraduate classes.
- c. A mixture of classes from Options a and b, not exceeding ten (10) semester hours.
- d. Six (6) in-service credits (or equivalent CEU's) combined with four (4) total credits from Option a, b, or c.

24.3.6 All credits for options a, b, c, and d can only be utilized if earned after approval by the review committee.

24.3.7 The review committee can approve substituting six (6) additional undergraduate units for six (6) graduate units if graduate units are unavailable.

24.3.8 A person who has an "Approved Program" has a window of five (5) years to complete the approved program. Commencing with the 1994-95 school year, all graduate credits from an accredited college or university within the employee's field or certified assignment and earned, if they fall under the guidelines of Section 24.3.5, within the previous three years shall qualify. All graduate credits must coincide with the approved program. All qualifying graduate credits must have a B or better. No graduate credits earned on the pass/fail basis will be eligible with the exception of continuing education credits taken for licensure with fifteen (15) CEU's equaling one (1) graduate credit. The five (5) year window will commence either upon the date of program approval or, if previous credits are accepted, upon date of completion of the earliest credit used.

24.3.9 "Window" shall mean a period of time in which the total credits required by this program must be earned. Should, for example, an applicant choose to bring in six (6) credits completed a year before beginning this program, the applicant would have four (4) remaining years to complete the program. Should, for example, this applicant require an extra semester to complete his/her program, the portion of those six (6) credits grandfathered in, which were earned in the earliest semester, would not count toward the completion requirements of the Master's Equivalency.

24.3.10 No one will be "grandfathered" into the program.

24.3.11 When the committee approves a program that is to be accepted in lieu of the Master's Degree, it may require periodic reports to determine progress toward meeting the five (5) year deadline.

#### 24.4 NATIONAL BOARD CERTIFICATION (1999)

24.4.1 Teachers, counselors, and speech/language pathologists, who are awarded National Board Certification, will be provided an 8% increase over their placement on the salary schedule for the duration of the certification. (2005)

24.4.2 Teachers who have received confirmation of their eligibility to seek certification and provide written notice to the Human Resources Division and their site supervisor that they are preparing for the National Board entries will be provided paid leave in accordance with the provision in Article 21 Temporary Leaves.

#### 24.5 DAILY RATE COMPUTATIONS

24.5.1 The normal daily rate of pay for employees shall be computed by dividing the appropriate salary figure from the teacher's salary schedule by the number of contracted teaching days in the school year.

$$\text{Example: } \frac{\$26,042}{185} = \$140.77 \text{ (daily rate)}$$

24.5.2 Regularly contracted employees who are required, in writing by the Superintendent, to work beyond their regularly contracted work year as part of their regular work schedule, shall be compensated at their normal daily rate of pay.



24.5.3 Such a daily rate of pay for employees covered under this Article shall be computed by dividing the appropriate salary figure from the teacher's salary schedule by the number of contracted teaching days in the school year.

Example:  $\frac{\$26,042}{185} = \$140.77$  (daily rate)

#### 24.6 COUNSELORS

24.6.1 Employees assigned to serve as full-time counselors will receive a contract providing for nine (9) additional days of service at the employee's normal daily rate of pay. Payment shall be prorated and paid monthly.

24.6.2 The nine (9) days shall be mandatory, but the specific days shall be mutually agreed upon by the building principal and his/her counseling staff.

#### 24.7 DEPARTMENT CHAIRPERSONS

24.7.1 Candidates for department chair may not be in a probationary status or on a one-year-only contract. (1995)

Secondary librarians, who are assigned as a department leader (Chair) and required to attend meetings as such, shall be paid an annual stipend of \$450.00. This stipend shall increase by the same percentage that the general salaries increase each year.

24.7.2 Each Department Chairperson shall be compensated for department supervision in accordance with the following schedule. Payment shall be prorated and paid monthly. Each Department Chairperson will continue to have one (1) unscheduled period for Department Chairperson duties. (2005)

NO. OF TEACHERS IN DEPARTMENT	2005-2006 ANNUAL PAY
2 – 3	829
3.2 – 5	1,244
5.2 – 7	1,659
7.2 – 9	2,075
9.2 – 11	2,489
11.2 – 13	2,904
13.2 – 15	3,319
15.2 +	3,374"

The stipends above shall increase by the same percentage that the general salaries increase each year.

24.7.3 For purposes of calculating the number of teachers in a department, a teacher's membership in the department will be prorated according to the number of periods taught in the department. For example, a teacher who is assigned two (2) periods of social studies, two (2) periods of P.E. and one (1) period of study hall would be counted as 2/5th Social Studies and 2/5ths P.E.

24.7.4 The number of teachers in a department includes the chairperson.

24.7.5 Department chairpersons are not to be paid from extended day duty funds and no retirement contributions will be made for stipends from Department Chair or Extended Day Duty assignments.

24.7.6 Gerlach High School has no Department Chairpersons.

#### 24.8 ISOLATION ALLOWANCE

24.8.1 The District agrees to continue the present isolation allowance to teachers at Gerlach and Natchez. Employees at Gerlach and Natchez shall receive an annual allowance as follows. If any employees are assigned for less than the 185 school days, their isolation allowance shall be reduced proportionately. (2003)

SCHOOL	2005-2006	2006-2007
Gerlach	1,759.88	1,795.02
Natchez	527.18	537.72

#### 24.9 MEDICAL INSURANCE

24.9.1 The health insurance premium contributions by the District shall not exceed the following for Fiscal Year 2005-06 and Fiscal Year 2006-07:

Medical Insurance (including any and all related insurances or coverages) - \$406.38 per month per eligible employee;

Dental Insurance - \$38.00 per month per eligible employee;

Vision Insurance - \$11.19 per month per eligible employee; and

Life Insurance - \$9.60 per month per eligible employee.

Effective January, 2007, if rates exceed the rate contributions herein and, if after the District has exhausted state funding sources, the parties shall commence negotiations over section 24.9.1. (2005)

24.9.2 The District shall consult with the Association regarding benefits to be included in the insurance program. The Insurance Committee will develop a series of benefit plan options that include medical, dental, vision and life insurance and gap coverage. (2003)

24.9.3 Effective July 1, 2004, the District will contribute a prorated portion of the employee premium for insurance for an employee who is half-time or more, but less than full-time. (2003)

If the half-time, but less than full-time, or more employee wishes to be covered by a full-time District employee spouse, the bargaining unit member will receive credit for the prorated premium the District is contributing. (2005)

24.9.4 All employees who wish to share a contract for subsequent years shall submit in writing a request to the principal no later than April 1st. The request shall be approved or denied in writing by the principal. Denial may be grieved to the Superintendent of Elementary or Secondary Education, or his or her designee, through the grievance procedure. (2003)

24.9.5 Should one portion of the shared contract voluntarily waive district health insurance, the person sharing the contract shall be entitled to the full insurance premium. All such agreements shall be in effect for one year at a time, and shall be reduced to writing. (2003)

#### 24.10 SECTION 125 BENEFIT PLAN

24.10.1 A Section 125 Benefit Plan will be available to all employees and will include all plans allowed under IRS Section 125.

#### 24.11 EXTENDED DAY DUTY PAY-GENERAL

24.11.1 Extended day duty compensation shall be as shown on the schedules in Appendix B.

24.11.2 Extended day duty compensation for the 1998-99 fiscal year shall be increased by three percent (3%) or as near to that amount as possible, if such programs are maintained at the current level. Employee positions or benefits may not be reduced in order to fund extra duty pay.

24.11.2 To receive step credit, experience must have taken place in the same activity and within the District.

24.11.3 The final decision on the use of the fifteen (15) hour slots allocated to each school shall be made by a joint committee composed of four (4) teachers and two (2) administrators.

24.11.4 The teacher members of the committee shall be selected by a vote of the school's Faculty Senate. The administrative members shall be selected by the principal.

#### 24.12 EXTENDED DAY DUTY

24.12.1 Evaluation

24.12.1.1 During the school year, the joint WEA-WCSD Extended Day Duty Committee will evaluate the scope and compensation of extended day duties and make recommendations to the respective parties.

24.12.2 Assignment Notification

24.12.2.1 In order that extended duty personnel may begin planning and preparation for the coming school year, personnel other than those newly employed and transfers, shall be notified of their tentative extended duty assignments not later than the end of the school year.

24.12.3 Operational Regulations

- 24.12.3.1 Each extended day person responsible for an activity in all middle schools and high schools will file a Completion of Assignment form with the WCSD Office of Student Services no later than two (2) weeks following the official termination of the activity. Final payment for such activity will not occur until said report is filed. A copy of each report will be made available to the WEA Extended Day Duty Committee.
- 24.12.3.2 All extended day activity will be conducted outside of the regular school day, and no student shall receive academic credit for such activity. (Exception: P.E. activity exemption during students' interscholastic athletic participation.)

24.13 EARLY SEPARATION INCENTIVE PLAN (ESIP)

24.13.1 Effective July 1, 2005, the District will provide an Early Separation Incentive Program (ESIP) within the following limitations:

24.13.1.1 Beginning July 1, 2006, bargaining unit members wishing to participate in ESIP must be at least 50 years old and have completed 20 years of continuous service with the District before September 1 of the year in which they participate and submit a completed ESIP Application to the Human Resources Division by the announced deadline. Upon receipt of the complete ESIP Application Form, the Incentive will be calculated as follows: <sup>(2005)</sup>

The amount of the approved incentive will be transmitted to the bargaining unit member or to a suitable tax advantageous account or product, if allowable under current law, for and on behalf of the bargaining unit member. If transmitted to a suitable tax advantageous account or product the bargaining unit member may decide to submit the designated amount to PERS for purchase of service or to transfer it to a qualifying investment plan established by the employee. For year-round employees, this amount will be transferred by June 30<sup>th</sup> of the year they are retiring. For traditional employees, this amount will be transferred by August 15<sup>th</sup>.  
<sup>(2005)</sup>

24.13.1.2 Should the employee 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. <sup>(2000)</sup>

24.13.2 THE CAP

24.13.2.1 The total amount to be funded for incentives in each year of the agreement shall be no more than \$1,038,000. The maximum incentive will be 30% of the salary at TG Step 20. The Superintendent and Association may agree to expend an amount over this limit in a particular year. The cost in any year of previous awarded stipends shall be included under the CAP. <sup>(2005)</sup>

24.13.2.2 Should the number of employees and the calculated ESIP entitlement exceed the CAP, the benefit will be distributed to those employees with the greatest number of years of service to the District.

24.13.2.3 All other matters related to this program will be governed by Administrative Regulation 4148 which shall not be incorporated into this Agreement by reference and thus not be subject to the grievance procedure.

24.14 RETIREE SUBSIDY <sup>(2005)</sup>

24.14.1 The provisions of this Article and all its subsections shall sunset effective August 31, 2006 and bargaining unit members who retire after August 31, 2006 will no longer be eligible for any retiree subsidy.

24.14.2 Effective September 1, 2006, all retirees previously eligible for the subsidy shall be eligible to receive the retiree subsidy.

24.14.3 The cost of such subsidy shall not exceed .0126 of the budgeted General Fund property tax revenues. (the "Cap").

24.14.4 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.

24.14.5 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, provided that those retirees receiving less than \$750 per month from PERS shall continue to receive their retiree subsidy at the present level, until the Cap is reached. After the Cap is reached, no retiree subsidy will be paid for that fiscal year.

24.15 SUPPLEMENTAL SERVICES

Participation in instructional duties as part of supplemental services required by No Child Left Behind or SB 1 of the 2003 Special Session, which take place outside the contract day, shall be paid at \$30 per hour, which is PERS eligible. This rate recognized the high level of expertise required to provide these services. Such participation in supplemental services shall be voluntary, unless the District reasonable determines that it is necessary to assign teachers to such supplemental services. <sup>(2003)</sup>

24.16 Participation in remedial instructional duties outside of supplemental services required by No Child Left Behind or SB1 of the 2003 Special Session or summer school described in section 24.15 above, which specifically provide remediation in order for the school to make or maintain adequate yearly progress, which take place outside of the contract day, shall be paid at \$30 per hour, which is NOT PERS eligible.

The Adult Education teachers shall also be paid \$30 per hour, which is not PERS eligible.

**ARTICLE 25  
TRAVEL REIMBURSEMENT**

25.1 Special employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day, will be reimbursed at the rate set by the Internal Revenue Service, to be adjusted when the IRS rate changes each year, for all driving done by them as part of their duties. Mileage will be calculated and paid for travel between schools, but shall not be paid for travel between the home or point of origin and the school.

**ARTICLE 26  
NOTIFICATION**

26.1 ASSIGNMENT NOTIFICATION

26.1.1 In order that employees may begin planning and preparation for the coming school year, employees other than newly employed or transferred employees, shall be notified by the principal or supervisor by posting not later than the end of the school year, a duty schedule for the coming school year showing tentative employee assignments including their programs for the coming school year, the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have.

26.1.2 Because of the unique nature of Washoe High School wherein learning centers are scattered throughout the community, often in leased facilities and contingent on enrollment, changes in teacher location as well as center locations may occur at any time during the school year. When it is determined that a center will be closed, moved, or the program changed, affected teachers will be notified of the changes and the reasons. Reasons will be provided in writing, if requested.

26.1.2.1 During the period of time when the District is publishing a Needs List, vacancies which occur at Washoe High School shall first be announced to currently-contracted teachers at Washoe High School.

26.1.2.2 Whenever possible, teachers whose learning centers are being eliminated shall be informed in the spring when vacancies are being posted for Washoe High School. Reason(s) for the closing of said center(s) shall be reduced to writing, if requested.

26.1.2.3 Should the necessity of closing a center occur during the summer and prior to the beginning of the school year, then the teacher shall be informed in writing with the opportunity to submit a preference for those positions available.

26.1.2.4 The principal shall inform the current staff of all known vacancies by posting them at the Washoe High School Administrative Office and through announcement at the next regularly scheduled staff meeting.

26.1.2.5 Those teachers who wish to be considered for a change in their teaching location shall so notify the principal in writing.

26.1.2.6 Once school is out in June, the principal is no longer required to notify staff members of openings.

26.1.2.7 Teachers who wish to be considered for openings which may occur during the summer shall indicate their preference in writing to the principal prior to the close of school.

- 26.1.2.8 The principal shall notify the teacher making the location change request as to his/her decision.
- 26.1.2.9 Should the teacher not receive the change in location, reasons shall be provided, in writing, if requested. Criteria identified in Section 27.1.5 shall be considered.

26.2 PROMOTIONAL OPENINGS

- 26.2.1 Vacancies in promotional positions will be publicized by the Human Resources Division by posting notices of openings on the Human Resources Division bulletin board in the District Administration Office. Notices shall be posted at least ten (10) days before the final date for submitting applications. Notices shall also be mailed to the Association and to the individual schools and shall be posted.
- 26.2.2 Employees who desire to apply for a promotional position which may be filled during the summer vacation period, may submit their names to the Human Resources Division together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Human Resources Division shall notify such employees of any vacancy in a position for which they desire to apply. Such notice and application forms shall be sent at least ten (10) days before the final date when applications must be submitted. Each employee-applicant shall receive written notification from the Human Resources Division as to the disposition of his/her application.
- 26.2.3 Extended day duty position vacancies will be posted first within their respective schools for one (1) week. If there are insufficient qualified applications then the position(s) will be publicized District-wide.

26.3 SUMMER SCHOOL, ADULT EDUCATION, NIGHT SCHOOL, FEDERAL PROGRAM OPENINGS

- 26.3.1 Openings for summer school, night school and for positions under federal programs will be publicized by the posting of notices of openings on the Human Resources Division bulletin board in the District Administration Office. Notice shall be sent to the individual schools and shall be posted.
- 26.3.2 In order to facilitate planning and preparation for summer school, employee applicants shall be notified by May 5th of their selection (or rejection) to fill those openings which existed at the time.

26.4 WORKSHOPS

The parties shall make every reasonable effort to notify each other of any pertinent conferences, workshops, or seminars in which District staff may be eligible to participate. Such notification is to be sent, if possible, prior to the scheduled beginning date of the conference, workshop or seminar.

**ARTICLE 27  
TRANSFER**

27.1 VOLUNTARY TRANSFERS

- 27.1.1 Within fifteen (15) days of receipt of final allocations by the schools each year the Human Resources Division shall publish a list of the vacancies which will in all probability be available for the following year including school, grade level and/or subject, and special characteristics such as half-time or one (1) year only. As additional vacancies occur, such list shall be updated weekly. Said list shall be posted in the following locations: The Human Resources Division bulletin board in the District Administration Office; two (2) in each school, with the second copy going to an Association Representative; and the Association office.
- 27.1.2 Employees who desire to transfer to another building shall file a Transfer Request form on-line at the District's website location with the Human Resources Division. Voluntary transfers will occur no later than one week prior to the first day returning teachers report to work. Transfer requests shall remain active from January 1 to December 31 of any calendar year. (2005)
- 27.1.3 Commencing with the posting of the first needs list, for ten (10) working days, principals or supervisors are required to interview only transfer candidates whose applications are on file in the Human Resources Division Office. The only exception would be those positions (grade level and subject matter) which are impacted by overage teachers who have not been placed. Principals or supervisors must interview a minimum of three (3) employees requesting transfers (if there are three (3) or more applicants) whose applications are on file.
  - 27.1.3.1 During the exclusive transfer period, should there be no specific requests for a particular school or subject, the principal may offer a position to a qualified candidate with the intent of achieving ethnic diversity on the faculty. The candidate must have a contract offered through the District's Minority Educator Recruitment Program.

- 27.1.4 Teachers who are currently assigned to schools which are changing from a traditional schedule to a year-round schedule will have the ability to move to a school which will retain the traditional schedule. The process for placement of teachers moving from year-round to traditional will occur prior to any transfer or overage placement. The process used will reflect the process used for the placement of overaged teachers.
- 27.1.5 If more than one (1) employee has requested a transfer to the same position, the employee best qualified and suited for the position shall be given preference. The following criteria shall be considered:
1. State licensure in the subject area.
  2. Degree(s) held.
  3. Experience in the subject area.
  4. Number of course credits in the subject area.
  5. Course hours in excess of degree(s).
  6. Compatibility of the employee with respect to students, program, staff and administration.
  7. Information contained in the personnel file.
  8. Other subjective criteria peculiar to the position being sought.
- 27.1.6 Following the ten (10) day transfer period any employee who has a request on file may be considered for vacancies.
- 27.1.7 Employees who are interviewed for a possible transfer shall be notified in writing as to the disposition of their transfer request.
- 27.1.8 An employee who has formally sought a transfer for at least three (3) years without success may contact a Human Resources Division Administrator for assistance in evaluating his/her personnel file and providing, if possible, recommendations to overcome possible obstacles to a successful transfer.
- 27.1.9 Any transfers which may take place as a result of No Child Left Behind or SB 1 of the 2003 Special Session shall follow the provisions of this Article. <sup>(2003)</sup>

## 27.2 REASSIGNMENTS

- 27.2.1 Vacancies shall first be announced to those employees working at the school site.
- 27.2.2 The principal shall inform the current staff of all known vacancies by posting, in writing, the anticipated positions. Those staff members who wish to be considered for a change in their assignment shall notify the principal in writing. Once school is out in June, the principal is no longer required to notify staff members, in writing, of openings. Teachers who wish to be considered for openings which occur during the summer shall indicate their preference in writing to the principal prior to the close of school.
- 27.2.3 The principal shall notify the teacher making the reassignment request as to his/her decision.
- 27.2.4 Should the teacher not receive the reassignment, reasons shall be provided, in writing, if requested. Criteria identified in Section 27.1.5 shall be used.

## 27.3 DIRECTED TRANSFER OR REASSIGNMENT

- 27.3.1 A directed transfer is an involuntary transfer to a different work site which may or may not include a different work assignment.
- 27.3.2 A reassignment is an assignment to a different grade level or subject in the same building.
- 27.3.3 A directed transfer or reassignment shall not be arbitrary, capricious, or punitive in nature. The employee affected by a non-performance directed transfer will be provided a list of openings available and asked to designate a list of preferred placement. The ultimate decision will be the Superintendent of the appropriate level. Should the employee not receive one of his/her preferences, reasons will be provided.
- 27.3.4 Prior to notifying an employee he/she is being considered for a directed transfer or reassignment, the administrator's recommendation must be reviewed and approved by the appropriate Superintendent of Elementary or Secondary Education or designee. <sup>(2003)</sup>

- 27.3.5 The employee shall then be advised in writing that s/he is being considered for directed transfer or reassignment and the reasons for such consideration.
- 27.3.6 If a conference with the administrator is requested by the employee, other parties may be present at the request of the employee or administrator.
- 27.3.7 If after such conference, the transfer or reassignment is still to take place, (or if no conference is requested) the employee will receive a final written notice to that effect including the reasons for the action.

27.4 MULTI-TRACK YEAR-ROUND TEACHING ASSIGNMENTS <sup>(1998)</sup>

- 27.4.1 Immediately following the designation that a school is being placed on a year round schedule, a committee comprised of a majority of licensed staff shall be established. This committee shall be charged with constructing a process of those areas that directly impact licensed teachers.
- 27.4.2 By February 1, if reasonably possible, the school District shall present all schools with the tentative teacher allocations. Employees of schools that have been placed on year-round schedules by the District, shall be eligible to “opt out” to a school on a traditional schedule. Schools whose staff voluntarily vote to move to a year-round schedule are not eligible for the “opt out” provision. Prior to this date, licensed staff who desire to be placed in a traditional school, and are eligible for this process, shall place their preference, in writing, to the administrator. <sup>(2005)</sup>
- 27.4.3 An initial needs list shall be distributed to all schools in order for the licensed staff to complete their preference to transfer to a traditional school. Licensed staff who desire to transfer into a year round school from a traditional calendar shall also be given the opportunity to complete transfer forms at the same time.
- 27.4.4 All staff assignments (of current standard licensed staff) for the year round schools shall be finalized by April 1, if reasonably possible. Commencing after April 1, year round schools shall have the opportunity to interview OYO contract teachers and new hires. The schedule agreed-upon by the parties will contain the specific dates. <sup>(2001)</sup>

27.4.5 TRACK ASSIGNMENTS

- 27.4.5.1 The administrator shall have the authority and obligation to post, in writing, the number of allocations for each grade level and track.
- 27.4.5.2 Licensed staff shall place, in writing, their preference for grade level and track selection.
- 27.4.6 Itinerant licensed staff shall be given the opportunity for an extended contract in order to service the year round schedule (nurses, counselors, music, etc.)
- 27.4.7 Licensed staff shall have the opportunity to “sub” during their off-track schedule at the regular substitute pay. The administrator shall be informed by the licensed staff when they would be available to do so. Substitutes will be placed through the regular substitute office procedures.
- 27.4.8 If two teachers at a school determine they wish to exchange track assignments for the following school year, they will jointly make a written request for such an exchange to the site administrator prior to the end of the school year. The administrator shall determine if the request will be approved or denied. If a request by a teacher is denied, the administrator shall submit his/her rationale in writing. The employee may appeal this decision through the grievance procedure.
- 27.4.9 To provide for multi-track year round teachers to attend educationally related classes, conferences, workshops and meetings which have been scheduled during their track assignment, two employees may mutually agree to request approval from the administrator to exchange days within the same school year. The administrator shall determine if the request is approved or denied. If a request by a teacher is denied, the administrator shall submit his/her rationale in writing. If a request is approved, the employees shall give their administrator written confirmation of their agreement  
  
A request from two employees to exchange days for a purpose other than professional development must be approved by the Superintendent of Elementary Education or designee. <sup>(2003)</sup>

27.5 APPEAL OF DIRECTED TRANSFER OR REASSIGNMENT

- 27.5.1 An employee wishing to appeal a directed transfer or reassignment shall start at Level II of the grievance procedure.

**ARTICLE 28  
EMPLOYEE FILES**

28.1 PERSONNEL FILES (1999)

- 28.1.1 Upon prior request, all materials placed in the employee's file and originating within the school system, shall be available (except as provided in Section 28.1.4) at reasonable times for the employee's inspection in the presence of the person(s) responsible for keeping the files.
- 28.1.2 Material originating within the District and which is derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.
- 28.1.3 The employee shall have the right to answer any material filed, and his/her answer shall be submitted to the principal or supervisor and forwarded to the Human Resources Division where it shall be attached to all file copies.
- 28.1.4 All references and information, originating outside the District on the basis of confidentiality, and information obtained within the District in the process of recommending the employee for employment or promotion shall not be subject to this Agreement and therefore shall not be available for inspection by the employee.
- 28.1.5 The employee shall have the right to place pertinent material in his/her file. This material shall be submitted to the principal or supervisor and forwarded to the Assistant Superintendent, Human Resources, who shall place the material in the employee's file. The principal, supervisor or other administrative personnel shall have the right to attach comments to such materials subject to Section 28.1.2. No such material shall be deleted without the employee's consent.
- 28.1.6 Employees shall have the right, upon request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- 28.1.7 In accordance with NRS 391.313 (b) as amended, effective July 1, 1977, employees shall have the right to have admonitory material concerning problems that have not reoccurred, removed from their files.

28.2 SITE FILES (2000)

- 28.2.1 The site file, maintained at the employee's work location, shall contain information which is appropriate to record keeping related to the employee's work including but not limited to such information as attendance records, formal evaluations, official notices, letter, etc.
- 28.2.2 Access to the file, other than routine maintenance by the principal's secretary or designee shall include those appropriate administrative employees of the District who have a need to know.  
  
The file shall contain a "file review signature sheet." Anyone who accesses the file shall sign and date this review sheet.
- 28.2.3 Upon prior request, all materials placed in the employee's file shall be available at reasonable times for the employee's inspection in the presence of the person(s) responsible for keeping the files. Whenever possible, the file shall be made available within two (2) work days of said request.
- 28.2.4 Written or verbal communication which is to be noted in the site file and is of a derogatory nature shall not be placed in the employee's site file until the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.
- 28.2.5 Anonymous communications shall not be maintained in the site file.
- 28.2.6 An employee may request a review of his Site File and upon agreement and approval of the site supervisor material other than official records such as evaluations, attendance records may be removed.  
  
If an agreement cannot be reached regarding the removal of materials, the employee may initiate a grievance at Level II.
- 28.2.7 When an employee transfers to another school/location, the Site File shall be transferred to the new school/location as long as there is no grievance pending.



**ARTICLE 29  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- 29.1 The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, and professional affiliations; leaves for work on advanced degrees or special studies; and participation in community projects.
- 29.2 It is currently federally mandated that all teachers be highly qualified in their assignment areas under No Child Left Behind and state requirements by June 20, 2006. Funds from federal sources and from fees changed pursuant to Article 30 will be used to pay for appropriate courses and test registration fees for teachers to become highly qualified.
- The In-Service Training Committee will determine the criteria and process for teachers to access these funds. The process and funding will be in place within two (2) months of ratification by the parties, and will sunset June 30, 2006. (2003)

**ARTICLE 30  
IN-SERVICE TRAINING**

- 30.1 The School Trustees and the Association agree that a need for continuing emphasis on professional growth and in-service training for all professional staff exists within the District. Such professional growth and in-service training should be predicated toward the goal of: Insuring high professional and employee competency; encouraging employees toward the attainment of high, optimum individual self-realization; and the promotion of an alert and progressive educational spirit in the District. So as to attain these objectives, an In-Service Training Committee is hereby established. This committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the School Trustees. The parties agree that one (1) member shall be chosen from the elementary, one (1) from the junior high school, and one (1) from the senior high school. The committee shall have the authority to appoint ad hoc committees as deemed necessary.
- 30.2 The purpose of this committee shall be to review the existing professional growth program heretofore in effect in the District and to make recommendations to the School Trustees not later than April 15, of the current year with a copy to the Association.
- 30.3 At the request of the Association with notification to the In-Service Training Committee, and with approval of the School Trustees, arrangements shall be made for courses, workshops, conferences, and programs designed to improve the quality of instruction.
- 30.4 Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs.
- 30.5 In the event the District requires the attendance of employees at workshops which are conducted after normal working hours, in-service credit towards salary advancement will be credited to such employees on the following basis:
- 15.00 workshop hours = 1 salary credit  
7.50 workshop hours = 1/2 salary credit  
3.75 workshop hours = 1/4 salary credit  
1.85 workshop hours = 1/8 salary credit
- 30.6 Effective July 1, 2004, a \$25 fee will be charged to employees voluntarily attending in-service classes offered by the District. (2003)

**ARTICLE 31  
REDUCTION IN FORCE/OVERAGE PROCEDURE**

- 31.1 OVERAGE PROCEDURE
- 31.1.1 In the event that a school will experience a reduced number of allocations which will result in an overage situation, the following process shall be used.
- 31.1.1.1 Principals shall review allocations, known resignations, leaves of absences and retirements. In the secondary schools, principals shall identify overage teachers within each subject area. In the elementary schools, the principals shall identify overage teachers in grades K-6, inclusively.
- 31.1.1.2 Principals shall first begin by asking for volunteers. If through requesting volunteers an overage situation still exists, seniority within the District shall become the basis for identifying the overage teacher. (Article 31.2.10)

A unit member who has received an unsatisfactory on his/her most recent evaluation may not volunteer for the overage list. <sup>(2000)</sup>

- 31.1.1.3 Teachers who have been identified as overage shall designate their preference for placement in the schools of his/her choice. Principals who wish to submit a list of preferences must interview and/or observe overage teachers.
- 31.1.1.4 Elementary teachers and secondary teachers on the overage list shall be placed after the exclusive transfer period. <sup>(1998)</sup>
- 31.1.1.5 No new hire shall be recommended for employment until all overage teachers at that particular subject or grade level have been placed with the exception of teachers hired as part of the District's ethnic and/or language minority recruiting program.
- 31.1.1.6 The District, upon mutual consent of the Association, may exempt Special Education, ESL, Program teachers and/or Title I and other groups of teachers from overage at the school site. For those groups listed above, the overage procedure shall be used within the specialty area.
- 31.1.1.7 An overage teacher may return to his/her school if a vacancy in that teacher's area of assignment (primary or intermediate or subject area) occurs prior to September 30 of the year the teacher was overaged, provided the teacher requests to return within ten (10) days of receipt of notification of the vacancy by the principal of that school.
- 31.1.1.8 Any overage which may take place as a result of No Child Left Behind or SB 1 of the 2003 Special Session shall follow the provisions of this Article. <sup>(2003)</sup>

## 31.2 REDUCTION IN STAFF

- 31.2.1 In the event the Board of Trustees determines that it is necessary to reduce staff, the procedures below shall determine the order in which the staff shall be reduced.
- 31.2.2 Once the Board of Trustees determines that a reduction in force is to be effected and has identified certain areas, programs or activities to be reduced, then the Superintendent or his/her designee will meet with representatives of the Association to discuss the need for the reduction and the approximate number of positions to be reduced prior to the recommendations being presented to the School Trustees.
- 31.2.3 Following discussion with representatives of the Association and based upon the areas, programs, and activities to be reduced, representatives of the District shall then follow established criteria in effecting a reduction in force.
- 31.2.4 Reduction in force shall take place by applying the established criteria to those employees on the most recent "Seniority Year List" which is a "pool" of employees who began employment sometime during the same school year (See Section 31.2.9).

Such criteria shall include:

- 1. State license and/or subject area endorsement.
  - 2. Program needs.
  - 3. An employee's major and minor areas of preparation, where applicable.
  - 4. In the event that additional criteria should be deemed necessary in order to effect a given reduction in force, such criteria shall be mutually agreed upon by the District and the Association. Any dispute concerning such criteria shall be submitted to expedited, binding fact-finding.
- 31.2.5 Using the number of positions to be reduced, and the criteria established, the District shall then examine the most recently established "Seniority Year List" in order to identify which employees on that Seniority Year List are to be separated.
  - 31.2.6 If the number of positions to be reduced exceeds the number of employees on the most recent Seniority Year List, the District shall examine the next-most-recent Seniority Year List in order to identify the additional employees to be separated.
  - 31.2.7 If necessary, additional Seniority Year Lists shall be examined (in sequence) in order to achieve the determined number of positions to be reduced.
  - 31.2.8 If in the District's opinion, certain employees on the most recent Seniority Year List should not be identified for separation based upon the criteria, and if there remains an insufficient number of employees for separation, the

District shall review the next-most-recent Seniority Year List(s) in order to meet the determined number of positions to be reduced.

- 31.2.9 In the unlikely event two or more employees meet the separation criteria equally the selection of the employee to be separated shall be determined by a lottery designed by the School District in cooperation with the Association.
- 31.2.10 Seniority shall be District-wide based upon the original hire date the employee first commenced active employment on a contract and who has remained a licensed employee with the District thereafter (separations from school District employment shall constitute a "break" in service). (2003)
- 31.2.11 Leaves of absence do not affect seniority.
- 31.2.12 "Seniority Lists" based upon date of employment shall be developed. (2003)
- 31.2.13 Employees shall be notified as to the original hire date and placement on the Seniority List. (2003)
- 31.2.14 Any dispute regarding placement on a Seniority List must be raised by the employee within ten (10) days of receipt of said Seniority List.
- 31.2.15 The Assistant Superintendent, Human Resources shall reconcile any differences of opinions or facts concerning placement on a Seniority List.
- 31.2.16 Once the District has identified the employees to be separated, a list of their names and positions shall be sent to the Association. If the Association believes an employee to be on the list inappropriately, a challenge may be sent to the District within ten (10) days of the Association's receipt of the list. If the District and the Association cannot resolve the dispute, an arbitrator shall be selected from the American Arbitration Association or the Federal Mediation and Conciliation Service.
- 31.2.17 The cost of the arbitrator shall be equally shared between the parties. The arbitrator's decision shall be final and binding.
- 31.2.18 Once the list has been established (after resolution of any question if necessary), the employees on said list shall be notified. A copy of the list shall also be sent to the Association.
- 31.1.1.8 Any overage which may take place as a result of No Child Left Behind or SB 1 of the 2003 Special Session shall follow the provisions of this Article. (2003)

### 31.3 REEMPLOYMENT

- 31.3.1 Employees terminated by a Reduction in Force (RIF) shall be placed on a "Recall List" for a period of one (1) year from the date of their last paycheck.
- 31.3.2 In the event that permanent openings develop, employees who have been separated by RIF procedures who are on the List, will be reviewed for possible reemployment.
- 31.3.3 The determination as to which employee(s) on the Recall List shall be offered reemployment, shall be based upon the criteria in 31.2.4.
- 31.3.4 If in the District's opinion, none of the employees on the Recall List should be selected for an offer of reemployment based upon the criteria and the particular opening(s), then for that particular opening(s) the Recall List may be by-passed.
- 31.3.5 In the unlikely event two (2) or more employees meet the reemployment criteria equally, the selection of the employee to be offered reemployment shall be determined by lottery designed by the School District in cooperation with the Association.
- 31.3.6 Employees on the Recall List shall be responsible for notification to the Human Resources Division of any change of address.
- 31.3.7 Employees who do not accept offers of reemployment within ten (10) days from receipt of notification by mail shall have their names removed from the Recall List. In the event a notice is not answered and returned to the Human Resources Division for lack of response, the returned notice shall constitute a non-acceptance of the offer.

**ARTICLE 32  
DUE PROCESS**

32.1 No teacher will be discharged, disciplined, or suspended without just cause.

**ARTICLE 33  
SUPPLIES AND MATERIALS**

33.1 The School Trustees and the Association recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, writing materials, standardized tests and questionnaires, and similar materials are important in teaching.

33.2 Joint committees shall be established in each school composed of two (2) teachers elected by the teaching staff through a process determined by the Association and one (1) administrative staff member. The committee shall meet at least quarterly during the school year for the purpose of improving the selection, delivery and use of such educational materials. A committee member or a designated Association building representative (for those schools who choose not to have a committee) shall be provided with a copy of the monthly report regarding expenditures for supplies and materials sent to the school sites.

33.3 Within the resources available, a reasonable effort will be made to provide teachers with supplies and materials in a timely fashion. Shortages and problems with timely provision of materials will be discussed by the joint committee in an effort to resolve the matter prior to any other recourse provided by this Agreement.

33.4 Forms to evaluate the quality of the supplies and materials will be provided by the District to each school.

**ARTICLE 34  
NO CHILD LEFT BEHIND**

Any provisions related to No Child Left Behind, or SB 1 of the 2003 Special Session that are otherwise not mandatory subjects of bargaining do not become negotiable because of inclusion of this Article in the Agreement. <sup>(2003)</sup>

34.1 SCHOOL IMPROVEMENT PLANS

No school improvement plan shall alter, violate or supersede this Agreement, except as mutually agreed in writing between the District and the Association.

34.2 Certain provisions of No Child Left Behind or SB 1 of the 2003 Special Session are addressed in the following articles within this Agreement:

- Article 24 Salaries and Insurance
- Article 27 Transfer
- Article 29 Professional Development and Educational Improvement
- Article 31 Reduction in Force/Overage Procedure

**ARTICLE 35  
TERM OF AGREEMENT**

35.1 This agreement shall be effective as of the 1st day of July, 2005, and shall remain in effect until June 30, 2007, 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 of employment hereof. <sup>(2005)</sup>

35.2 SALARIES

General salary increases:

For the 2005-2006 fiscal year - 3.0%, effective with the beginning of the 2005-2006 school year. Active employees as of the date of final ratification of this Agreement are eligible for retroactive pay to the beginning of the 2005-2006 fiscal year.

For the 2006-2007 fiscal year - 3.0% effective the beginning of the 2006-2007 school year.

Beginning July 1, 2006, the teacher salary schedule shall be modified as follows:

Prior to individuals being moved up on the salary schedule, add a new step "21";

Prior to individuals being moved up on the salary schedule, add a new column labeled "PhD./EDD"; and

After the step movement by those individuals that were on the 2005-2006 schedules, delete the values in step "1" across each of the columns. This shall have the effect of those individuals who were on step "1" in the 2005-2006 school year and new hires being placed at step "2" of the schedule. (2005)

35.3 The contract will be closed, with no re-openers, for 2005-2006 and 2006-2007. (2005)

35.4 NEGOTIABILITY

35.4.1 The parties also agree that any subjects, where negotiability may be challenged that are ultimately determined to be mandatory topics for negotiation, may be reopened after either party has exhausted all avenues of judicial review or after the parties have mutually agreed to accept the decision of the Employee Management Relations Board; provided, however, that written notification of intent to reopen is given prior to February 1, for any proposed changes to be effective on the next July 1st.

35.5 RATIFICATION

35.5.1 This is to confirm that the parties identified below voted to ratify the contract amendments on the dates noted.

Washoe County School District (WCSD)  
Board of Trustees

Washoe Education Association (WEA)  
Board of Directors

January 10, 2006

January 13, 2006

On behalf of the WCSD

On behalf of the WEA

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\_\_\_\_\_

Laura Dancer  
Assistant Superintendent, Human Resources

Lynn Warne  
President