

# **MASTER CONTRACT**

**between the**

**LANDER COUNTY SCHOOL DISTRICT**

**and the**

**LANDER COUNTY CLASSROOM  
TEACHERS' ASSOCIATION**

2017-2018

2018-2019

2019-2020

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THIS AGREEMENT is made and entered into by and between the Lander County School District in the County of Lander and State of Nevada, and the Lander County Classroom Teacher's Association.

WHEREAS, the Lander County School Board in the County of Lander, State of Nevada, and the Lander County Classroom Teacher's 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 morals of the teaching staff, and

WHEREAS, the Lander County School Board 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 representatives, the Superintendent of Schools, and

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

NOW, THEREFORE, IT IS AGREED:

## **Article I - Definitions**

- 1.1 The term "Chapter 288" as used in this Agreement shall refer to Chapter 288 of the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "Teacher" as used in this Agreement shall refer to all Nevada licensed staff members including counselors and school nurses, eligible for membership in the Lander County Classroom Teachers Association excluding the administrative staff.
- 1.3 The term "Board Member" as used in the Agreement shall mean the Board of School Trustees of the Lander County School District and is the entity known as the Local Government Employer in Chapter 288, Section 7.
- 1.4 The term "Association" as used in this Agreement shall mean the Lander County Classroom Teachers Association, and is the entity known as the Employees' Organization in Chapter 288, Section 6.
- 1.5 The term "School District" as used in this Agreement shall mean the Lander County School District.
- 1.6 The term "Superintendent" as used in the Agreement shall mean the Superintendent of Schools of the Lander County School District or his designated representative(s).

- 1.7 The terms “School Board” and “Association” shall include authorized officers, representatives, and agents. Despite references herein to “School Trustee” and “Association” as such, each reserves the right to act by committee or designated representatives.
- 1.8 The term “School Year” shall be defined in NRS 388.080 which states: “The public school year shall commence on the first day of July and shall end on the last day of June.”
- 1.9 The term “Contracted School Year” as used in this Agreement shall mean the period of time of the first contracted day in August or September to the last contracted day in May or June.
- 1.10 The term “EMRB” means the Local Government Employees-Management Relations Board, as provided in Chapter 288, Section 4.
- 1.11 The term “Agreement” refers to the name of this document being the “Master Contract” between the Lander County School District and the Lander County Classroom Teachers Association.
- 1.12 The term “Immediate Family” shall mean your spouse, domestic partnership as defined by Nevada Revised Statute 122A, parent, child(ren), including children who are or are in the process of becoming; adopted; sibling; grandparent or grandchild(ren); step-parent; step-child or step sibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward or foreign exchange student.
- 1.13 The term “Administrative Staff” as used in this contract shall mean the Superintendent, Principal, or others that may be added to the system, not to include Teachers.
- 1.14 The term “Transfer” as used in this Agreement shall mean the movement of a teacher from one work location to another work location at a different work site.
- 1.15 The term “Vacancy” is any position previously held by a licensed employee or a position newly created by the Board.
- 1.16 The term “Reassignment” is the movement of a teacher from one grade level or subject area to a different grade level or subject area at the same work site.
- 1.17 The term “Base Salary” refers to the lowest pay amount on the salary schedule where the first year and first column intersect.
- 1.18 The term “Across the Board Salary Increase” refers to a raise calculated on each step and column intersection on the salary schedule.
- 1.19 The term “Professional Learning Community” (PLC) as used in this agreement shall mean a community of collaborative teams whose members work interdependently to achieve common goals linked to the purpose of learning for all.
- 1.20 The term “Day” as used in this agreement shall mean working school day.

## **Article II - Recognition**

- 2.1 The School Board has recognized the Association as the exclusive representative of all certified personnel as defined in 1.2 and has 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, Section II, and (d) a list of Association members.
- 2.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for the use of the Association subject to the exceptions in Chapter 288, Section 9, Subsection 2, or as amended, which states: "The recognition of an employee organization for negotiations, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any."

## **Article III - Negotiation Procedures**

- 3.1 Negotiating teams, as appointed by the School Board and by the Association, shall meet to conduct negotiations over qualified negotiable items as submitted.
- 3.2 Requests for meetings may be made by one party directly to the other in writing, signed by the designated representative. In the case of request to the Board of Trustees, such request will be made to the Superintendent or his/her designated representative. In the case of requests to the Association, such requests shall be made to the President. The negotiating teams will meet, initially, within ten (10) school days at a mutually agreed time and place. All such requests shall contain the specific reasons for the meeting requested. Written requests for meeting, conforming to this policy, shall be honored only from officers or designated representatives of the parties.
- 3.3 When the subject of negotiating requires the budgeting of money by the School Board, the Association shall give such notice on or before January 1.
- 3.4 The negotiating teams will make a good faith effort to resolve matters to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either team may, if it so desires, utilize the services of outside consultants.
- 3.5 The School Board and the Association agree to provide any information that will assist in developing constructive proposals in behalf of Teachers, students, and the school system. Such information shall include complete financial reports, the tentative budgets for the next school year, and all Association data which bears upon proposals.
- 3.6 For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to research, to study and to develop projects, programs, and reports, and to make findings and recommendations to the parties.

- 3.7 It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated, and initialed by both parties when agreement is reached.

## **Article IV - Mediation and Fact-Finding**

- 4.1 Mediation and Fact-finding will be carried out in accordance with NRS 288.
- 4.2 Funding: If mediation or fact-finding is needed, the School Board shall pay one-half (1/2) of the cost of mediation or fact-finding, and the Association shall pay one-half (1/2).
- 4.3 Release Time: During mediation and fact-finding, two (2) members of the Association's negotiating team shall be allowed release time on any day without loss of pay, and substitutes, if required, shall be provided by the Association.

## **Article V - Grievance Procedure**

### **5.1 Definitions**

- 5.1.1 A "grievance" is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions of the Agreement.
- 5.1.2 The "grievant" is a Teacher, a group of Teachers, or the Association, asserting a grievance.
- 5.1.3 A "party of interest" is any person or persons, with reference to his/her contract, who takes action or against whom action is taken in order to resolve the complaint.
- 5.1.4 The term "day" when used in this article is defined as a working school day. When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

### **5.2 Purpose**

- 5.2.1 The purpose of this article is to provide a clearly outlined procedure whereby Teachers may secure a full hearing and resolution of their grievance under this Agreement.

### **5.3 Structure**

- 5.3.1 If in the judgment of the Association, a grievance affects a group of Teachers or the Association, the Association may initiate and submit each grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level II. The Association may process such a grievance through all levels of the procedure, even though there is no individual grievant who wishes to do so. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Level II.

5.3.2 In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Level II.

#### 5.4 Informal Discussion

5.4.1 Both parties encourage employees covered by this Agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude a Teacher with a potential grievance from informally discussing the problem with their immediate supervisor prior to filing a formal grievance although such discussions are not a part of the formal grievance procedure.

5.4.2 If a Teacher requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussion will be held as soon as reasonably possible. The teacher may request the presence of an Association Representative.

5.4.3 It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on their solution of that grievance or any similar grievance filed in accordance with this article.

5.4.4 Both parties may agree to extend the time lines of subparagraph 5.1., below, in order to pursue a possible solution to a pending problem at the informal level. If a time line extension has been initiated, the time line countdown will begin again when either party notifies the other that the informal process is over. This will be done in writing and will include the number of days counted as of the date of the agreement to extend the time line.

#### 5.5 Procedure - Level One

5.5.1 A grievance as defined, must be filed in writing and signed by the grievant, alleging which terms or provisions of this Agreement under which the dispute arose, and must be filed not later than twenty (20) days after the Teacher or the Association first knew (or should have known) of the act or condition upon which the grievance is based.

5.5.2 The written grievance must first be presented to the affected Teacher's appropriate supervisor or his designee, except as noted in 5.4., above.

5.5.3 The above condition(s) does not prevent the party in interest from first discussing the issue with his/her immediate supervisor with the object of resolving the issue informally. See section 5.4.1., above.

5.5.4 Within ten (10) school days after receipt of a grievance, the appropriate supervisor or his/her designee, shall meet with the affected Teacher for the purpose of discussing the merits of the grievance involved.

5.5.5 The immediate supervisor shall within ten (10) days render his/her decision and the reasons in writing to the Teacher and his/her representative if any.

## 5.6 Level Two – Superintendent (or his/her designee) of Schools

- 5.6.1 In the event the grievance is not resolved at Level One, the affected Teacher may submit the unresolved written grievance to the Superintendent or his/her designee no later than ten (10) days after receiving the written reply from his/her immediate supervisor.
- 5.6.2 If the grievance is not filed with the time limit (ten days), the grievance is withdrawn.
- 5.6.3 The Superintendent or his/her designee shall meet with the affected Teacher and/or a representative of the Teacher's own choosing within the ten (10) days after receiving the grievance.
- 5.6.4 The Superintendent or his/her designee shall forward to the affected Teacher and his/her representative, if any, within ten (10) days after the meeting referred to in subparagraph 6.3., above, a written response to the grievance.

## 5.7 Level Three - Mediation

If the aggrieved party is not satisfied with the disposition of the Grievance in Step 2, Superintendent Level, then the parties may mutually agree to present the Grievance to Mediation within ten (10) workdays after the Superintendent's response to Level 2.

Procedure for Grievance Mediation:

- 5.7.1 The Superintendent must respond to a Grievance request for Mediation within five (5) workdays.
- 5.7.2 A Mediator will be obtained from the Federal Mediation and Conciliation Service.
- 5.7.3 The Mediator shall confer with the Superintendent or his Designee and the Association, and hold a hearing promptly. If the meeting is unable to be held within 20 days, the Organization has the option of moving the Grievance to the next level.
- 5.7.4 Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings.
- 5.7.5 If no solution is reached to the satisfaction of both parties, the Grievance and all information in Levels 1 and 2 shall be submitted to the next level.

## 5.8 Level Four - Arbitration

- 5.8.1 In the event a grievance is not settled at Level Two, the Association or the individual Teacher, if such individual Teacher is asserting his/her right under NRS 288.140(2), not later than ten (10) days after receipt of the written reply from the Superintendent may request arbitration in accordance with the provision set forth below. A request for arbitration shall be made by delivery to the Superintendent or his/her designee of a written notice of intent to arbitrate, provided that in the event

such action is being taken by a Teacher acting as an individual, a copy of such request shall be delivered at the same time to the Association.

- 5.8.1.1 If both the District and Association agree to Expedited Arbitration in writing within five (5) calendar days of any request for arbitration pursuant to this Article, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association.
- Within ten (10) days after such written notice of submission to arbitration and written agreement to expedited arbitration, the District and the Association will agree to an arbitrator from a requested list of seven (7) arbitrators provided by the American Arbitration Association. Each party shall alternatively strike names from the list, and the name remaining shall be the arbitrator. In striking names, the Association shall strike first.
- 5.8.2 Within five (5) days after written notice of submission to arbitration, the Superintendent and the Association or the individual Teacher as provided for in the preceding section shall request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. Within ten (10) days after receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternatively striking one name until the name of one arbitrator remains who shall be the one to hear the dispute in question. In striking names, the Association shall strike first. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator.
- 5.8.3 The arbitrator shall promptly schedule a hearing on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a Teacher acting as an individual, the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association's rights under NRS 288.033(2) or NRS 288.140(2) are involved. The arbitrator may make such further inquiry investigation as he or she deems necessary and, unless extended by mutual agreement, shall issue his/her report within thirty (30) days from the final hearing day or submission of briefs, whichever is later.
- 5.8.4 Unless such rules are in conflict with this Agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the labor arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.
- 5.8.5 All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees, and the Association only and shall set forth his/her findings of fact, reasoning and decisions on the issues submitted. The arbitrator's decision shall be final and

binding on all parties to this Agreement and shall be in accordance with the terms and conditions of this Agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this Agreement.

5.8.6 The expenses of arbitration shall be shared equally by the School District and the Association and/or the individual Teachers involved.

#### 5.9 Release Time

Any investigation or processing of any grievance shall be scheduled outside of the teacher's work day without pay.

#### 5.10 Miscellaneous

5.10.1 Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his or her own choosing.

5.10.2 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative, or any participant in the grievance procedure by reason of such participation.

5.10.3 No written or printed matter dealing with the processing of a grievance will be placed in the grievant or any other interested participant's permanent personnel file while the processing is in progress. When a grievance is resolved, all written and printed materials acquired during the processing will be destroyed, unless such materials substantiated a violation of the Professional Practice Act (NRS Chapter 391), in which case this material will be placed in the personnel file of the individual(s) concerned.

5.10.4 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 an effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

5.10.5 All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

5.10.6 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.

5.10.7 The Board and the administration will cooperate with the Association in its investigation of any grievance, and further will make available to the Association such information pertinent to the grievance.

5.10.8 Those settlements that are confidential will be mutually respected and remain confidential.

## **Article VI - Association Rights**

### 6.1 Association Rights

- 6.1.1 The School Board hereby agrees that every certified employee of the school district shall have the right freely to join the Association for the purposes of supporting the cause of education and the welfare of the Teachers and Children.
- 6.1.2 The School Board will not discriminate against any Teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association, or his/her participation in any grievance
- 6.1.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. All use will be coordinated with the building Principal. Any janitorial expense incurred because of the meeting outside the normal school day or week will be the responsibility of the Association.
- 6.1.4 The Association shall have the privilege of using School District equipment, such as typewriters, copiers, computers, fax, etc. The Association will pay a flat fee of \$250.00 per year for use of District equipment. The Association will reimburse the district for actual costs of fax transmissions made for Association business. The Association will assume responsibility for any damage to involved equipment caused by improper operation during its use by the Association. The Association agrees to use equipment at times which gives priority to instructional purposes.
- 6.1.5 The Association shall have the privilege to install and maintain a bulletin board in each teachers' lounge of each school building. Maximum size shall not exceed four feet by four feet. Copies of materials to be displayed on each such bulletin board will be shown to the building Principal. The Association shall have the exclusive right to use school mailboxes and interschool mail service provided that all material is identifiable as Association material and the Association accepts the responsibility for such material. Copies of such material shall be made available to the building Principal.
- 6.1.6 The Association shall be allowed adequate time (30 minutes) during the first general meeting of all Teachers at the beginning of each school year for presentation of the Association and its officers. Furthermore, the LCCTA president will be given recognition of the Teacher of the Year program and his or her presentation will be sequenced so as not to have the president the last item or event on the program.

### 6.2 Communication and Policy Change

- 6.2.1 When changes are made with reference to district policy, the Association will be notified of such changes and, if possible, will have prior notification. Employees are required to comply with Board Policies. Board Policy, when in conflict with the Master Contract, is superseded by the Master Contract.

## **Article VII - Rights of Teachers**

- 7.1 The School District will provide legal assistance for any Teacher who is sued for assault or other alleged instance which occurs in the pursuit of his/her duties. The extent of such legal assistance is that provided in connection with the School District's liability insurance protection.
- 7.2 No written criticism concerning a Teacher shall become a part of the Teacher's personnel file without the Teacher first being presented a signed and dated copy thereof within a reasonable time after a problem is recognized and given the opportunity to discuss the matter with the Principal.
- 7.2.1 Following the first meeting about the potential written criticism the principal has ten (10) working days to complete the final document for submission to the Teacher for his/her signature and placement in the Teacher's personnel file.
- 7.2.2 The material must have a clear and definable course of action to assist the Teacher toward improvement areas of concern.
- 7.2.3 The material must have a date when the material will be removed from the Teacher's file.
- 7.2.4 The teacher has the right to answer any written material and place it in their personnel file.
- 7.2.5 The Principal's final decision and the Teacher's answer shall be submitted to the appropriate supervisor who shall forward it to the person responsible for maintaining such files. This person shall attach the answer to the related material in the file and send verification to the Teacher that the material has been attached and filed.
- 7.2.5a If a request for information is made by the appropriate authorities related to this issue, the Teacher's answer shall be forwarded along with related document.
- 7.2.6 No un-attributed materials shall be placed in the teacher's official personnel file.
- 7.3 Personal observations by the Principal regarding specific behaviors which may be included as the basis for an minimally effective or ineffective evaluation shall be called to the employee's attention in writing as per applicable performance evaluation guidelines established in NRS 391 and/or as approved and published by the Nevada State Department of Education. within twenty (20) working days after the observation.
- 7.4 A Teacher may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.
- 7.5 The Teacher shall be protected by the Principal against all unnecessary interruptions during classroom time. This is not to exclude normal classroom visitations by the Principal.
- 7.6 Routine maintenance and repair work should be accomplished with the least possible interference to classroom activities at the discretion of the Principal.

- 7.7 Teachers hired after the beginning day of a school year shall be given credit for one full year of service and shall be eligible for advancement on the salary schedule provided they have been employed for 690 working hours by the District.
- 7.8 Teachers shall be informed of their teaching assignments for the ensuing year, as well as the schools in which they are to teach, prior to the end of the current school year. Teaching assignments may change due to extraordinary or unforeseen circumstances with the concurrence of the Association President and the Superintendent.
- 7.9 The Specified term of the contracted hours of employment within each Teacher's contract will be 1402 hours not to exceed 187 days (1350 Teaching Hours which are defined as the total of all hours in 180 teaching days). The rate of reduction and the rate of additional compensation shall be based on 1/1402<sup>th</sup> hours or 1/187<sup>th</sup> days of the individual certified staff member's salary, depending upon the schedule to which the teacher is assigned.
- 7.10 Teachers shall not be compelled to attend meetings at which sales personnel are giving presentations. The Association and its representatives shall not be considered sales personnel.
- 7.11 No post-probationary Teacher will be disciplined, suspended, demoted, terminated, or dismissed without Just Cause. Probationary teachers shall retain all rights under Nevada Revised Statutes (NRS) 391.
- 7.12 A Teacher may request and have representation from the Association at any scheduled meeting with an administrator when the meeting deals with matters relating to disciplining the Teacher.
- 7.13 The District will consult with the Association and consider its recommendations before any changes are made in the Teacher evaluation policy. The District will follow applicable performance evaluation guidelines established in NRS 391 and/or as approved and published by the Nevada State Department of Education.
- 7.14 The District shall provide teachers with information regarding students that have, within the past three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person and with whom they may have consistent contact as specified in NRS 392.850.

## **Article VIII - Professional Behavior**

- 8.1 The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a Teacher reflect adversely upon the teaching profession and create undesirable conditions in the school system.

## **Article IX - Teacher's Hours - Teacher Work Day**

- 9.1 Teachers shall not be required to be on a total schedule of more than 37.5 hours per week including lunch with the exception of the following:
- 9.1.1 Teachers in emergency situations may be required to remain longer to attend general faculty meetings and special meetings when called by administrators.

- 9.1.2 The responsibility of the Teacher to be available for conferencing with parents is recognized as a Teacher's professional responsibility and shall be encouraged by the Association. Teachers are expected to be available to parents and students for consultation outside regular school hours at mutually convenient times.
  - 9.1.3 Each building administrator working with his/her instructional staff shall define and coordinate instructional and non-instructional assignments which are parts of his/her building's standard instructional program.
  - 9.1.4 Assignments outside this time period will be first offered to staff members on a voluntary basis. Assignments not accepted voluntarily will be assigned among all staff members in an equitable manner by the building administrator.
  - 9.1.5 Every effort will be made to limit non-voluntary assignments outside the Teacher workday to one per staff member in any four (4) week period of the school year.
  - 9.1.6 Non-instructional assignments referred to in this section are defined as academic team meet workers, gate security, announcing games, time keeper, table assistant, concession, football chain crew, line judge, and other assignments related to athletic events. All such voluntary or assigned duties shall be paid at the rate of \$12.00 per hour.
  - 9.1.7 Unless scheduling conflicts or program demands interfere, aides employed by the school will be assigned recess, bus, or lunch duty as part of their responsibilities.
  - 9.1.8 The building administrator shall have the authority to permit divergence by Teachers from the regular school day.
  - 9.1.9 Teacher participation in open house night and Parent-Teacher conference nights are required within the 1402 hour contract.
  - 9.1.10 Each building administrator and PLC team members will establish PLC focus and direction yearly, per semester, or monthly as determined by the group. PLC time may occasionally (pending approval of all involved parties and the principal) be used for IEP, MDT, and IC meetings. District directed content shall be part of the administrator's allotted PLC time
- 9.2 Teachers shall have duty-free lunch of not less than thirty (30) minutes without interruption.
  - 9.3 Travel time of any Teacher required to travel during the normal school day shall be considered as part of such Teacher's teaching day. Mileage will be granted such Teachers when using their own vehicles if transportation is not provided.
  - 9.4 Any contemplated changes in regard to preparation periods, the District is encouraged to consult with the Association.
  - 9.5 All Teachers in the District shall have no more than a maximum of five and one-third hours (5 hours and 20 minutes) of instruction per day, not to exceed twenty-six and two-thirds

instructional hours per week (26 hours and 40 minutes). For the purpose of alternative scheduling teachers will have no more than a total of 53 hours and 20 minutes biweekly.

- 9.6 The District shall provide time for Teacher preparation and planning during the regular Teacher workday. This time shall be used to develop and refine professional skills, and to enhance instructional effectiveness.
- 9.7 Teachers shall be assigned not less than 45 consecutive minutes per day as preparation time. The District shall have the authority to schedule the preparation period before, during, or at the end of the student instructional day. Teacher preparation periods shall be uninterrupted and free from other assignments. Teachers, however, shall have the discretion to arrange parent or student conferences, or meetings with District staff during the preparation period.
- 9.8 To ensure uninterrupted consecutive preparation time the daily starting and ending times may be adjusted for individual teachers.
- 9.9 Teachers who are required, in the course of their employment, to travel between buildings, will be scheduled to provide sufficient time for such travel. Travel requirements greater than one-half (½) mile, one-way, will be reimbursed to the Teacher at the state mileage rate, if District transportation is not available.
- 9.10 Teacher preparation will be prorated on the basis of half time or full-time employment.
- 9.11 The Association shall be consulted regarding alternative scheduling plans to ensure the plan meets the parameters of the contract.

## **Article X - Reduction of Staff**

- 10.1 The School district retains the right to determine when a reduction-in-force layoff is necessary, the number of individuals whose employment must be terminated, and the areas of instruction and/or School District operations within which such reductions in force will occur. The LCCTA President will be notified of any such reduction and LCCTA will be given opportunity to confer and consult with the District prior to any such reduction.
- 10.2 Procedures for RIF of Probationary Teachers: In the event that the teaching force must be reduced, the initial reduction will start with probationary teachers as defined in NRS Chapter 391. The School District reserves the right to retain a probationary teacher if, the opinion of the superintendent, the probationary teacher is needed to maintain a program, course of study, or perform a needed function within the School District which no post-probationary teacher is qualified to fill.

Except as provided above, probationary teachers shall be reduced by using the following procedure:

10.2.1 Teachers in their first year of probation shall be considered for reduction first, based on District seniority as defined in Article 10.4;

10.2.2 Teachers in their second year of probation shall be considered for reduction, based on District seniority, after all first-year probationary teachers have been reduced;

10.2.3 Teachers in their third year of probation shall be considered for reduction, based on District seniority, after all second-year teachers have been reduced.

10.3 Procedures for RIF of Post-Probationary Teachers: In the event that further staff reduction that will include post-probationary teachers is necessary then, after considering the Districts unique educational or instructional needs, seniority as defined in Article 10.4 shall determine the order in which remaining teaching staff will be reduced. However, no teacher qualified to teach a particular assignment or grade level as evidenced by a current valid certificate by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment.

If the Board of Trustees of a school district determines that a reduction in the existing workforce of the licensed educational personnel in the school district is necessary, the decision to lay off a teacher must not be based solely on the seniority of the teacher and may include without limitation, a consideration of the following factors:

1. Whether the teacher or administrator is employed in a position which is hard to fill;
2. Whether the teacher or administrator has received a national board certification;
3. The performance evaluations of the teacher or administrator;
4. The disciplinary record of the teacher or administrator within the school district;
5. The criminal record of the teacher or administrator, if any;
6. The type of licensure held by the teacher or administrator; and
7. The type of degree attained by the teacher or administrator and whether the degree is in a subject area that is related to his or her position.

10.4 Seniority shall mean the number of years of service commencing with the first day of the semester in which a teacher begins working for Lander County School District. Teacher(s) commencing work after the beginning of the semester shall be credited with proportionally less seniority, as determined by the actual date the Teacher(s) began work subsequent to the beginning of the semester.

In the event two or more Teachers have the same semester seniority, Teacher(s) commencing work after the beginning of the semester shall be credited with proportionately less seniority, as determined by the actual date the Teacher(s) began work subsequent to the beginning of the semester.

10.5 In the event that two or more Teachers have the same seniority, the following determination of seniority will take place:

- 10.5.1 Date of Hire;
- 10.5.2 Date the Letter of Intent or Teaching Contract was signed;
- 10.5.3 Date of Application to the District;
- 10.5.4 Draw Lots.

- 10.6 Service rendered beyond the normal 187-day school year (i.e., summer teaching, etc.) shall not add to the Teacher's seniority.
- 10.7 Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.
- 10.8 A leave of absence without pay in excess of four consecutive calendar months shall reduce the Teacher's seniority by the amount of such leave in excess of the four months.
- 10.9 Employees may be on lay-off status for up to three years. The District will maintain a list of those employees on lay-off status. A copy of the list and any changes will be provided to each employee on lay-off status and the Association. Any teaching vacancy not filled by transfer/reassignment will be offered to those employees on lay-off status in reverse order of lay-off (i.e., the most senior laid-off employee, first recalled), provided he/she holds the minimal requirements of licensing.
- 10.10 Notice of recall will be given by registered mail at the last address given to the District by the employee. A copy of the notice will also be provided the Association. Failure to accept recall in writing postmarked within ten (10) days of the postmarked notice of recall will constitute a refusal of the position offered. Persons on lay-off status should consider maintaining communications with the District office when extended out-of-town travel is undertaken.
- 10.11 Employees on lay-off status will remain on the recall list unless an employee:
- 10.11.1 Waives recall rights in writing;
  - 10.11.2 Resigns;
  - 10.11.3 Fails to accept recall to the position held immediately prior to lay-off.
- Upon return to employment following recall the employee will be entitled to all rights and benefits under this agreement including accumulated and unused sick leave.
- 10.12 The District will provide the Association President or designee with current seniority list not later than October 1<sup>st</sup> of each school year. Any disagreements regarding the list will be resolved under the negotiated grievance procedure. The current list will be posted on the Association's bulletin board located at each school site.

## **Article XI - Vacancies and Transfers/Reassignments**

### **11.1 Vacancies**

Vacancies which occur in new or existing administrative, teaching or coaching positions during the school year shall be advertised within the school district at least five (5) days prior to selection of persons to fill the vacancies. All vacancies will be posted on the District Web Site and emailed to all teachers via District Intranet accounts no less than five (5) days prior to selection. Applications from currently employed Teachers will be accepted and given equal consideration to new applications for transfer or promotions into positions for which they are qualified.

### **11.2 Directed Transfer/Reassignments**

- 11.2.1 A Teacher, who is transferred/reassigned, shall not suffer loss of salary, fringe benefits, or seniority. This includes Teachers returning from approved leave of absence. (See 1.14. and 1.16.)
- 11.2.2 The Teacher to be transferred/reassigned will be given enough advance notice to make the transition smoothly. The Teacher will be given three (3) days, without students, to prepare in the case of transfer/reassignment during the school year. The District will provide assistance in moving the Teacher's materials if classroom relocation is necessary.
- 11.2.3 Reasonable moving cost will be borne by the District if a teacher is transferred to another attendance area.
- 11.2.4 The District shall seek volunteers for transfer/reassignment. If a directed transfer/reassignment becomes necessary, a teacher with the least seniority shall be transferred/reassigned if they are licensed to teach the position.

### 11.3 Voluntary Transfer/Reassignments

- 11.3.1 A Teacher requesting transfer/reassignment shall present a written request to the administrator where the vacancy occurs and provide a copy to their Principal and Superintendent on forms provided by the District.
- 11.3.2 The District will consider all voluntary and/or reassignments made by a Teacher. Such requests will be considered with all other applicants for vacancies in teaching positions. The district will consider the following criteria for all applicants: teacher license; teacher license endorsements; past professional experiences; other related work experiences in the District; college major and minor areas of concentration; degree held; Highly Qualified status; other subject matter criteria peculiar to the positions being sought; experiences in school and community activities.
- 11.3.3 In the event he/she is not selected for the position, the reasons will be provided in writing to the Teacher by the Principal.
- 11.3.4 A Teacher requesting transfer/reassignment shall not suffer loss of salary, fringe benefits, or seniority. This includes teachers returning from approved leave of absence.

## **Article XII - Group Insurance**

- 12.1 The School District agrees to offer group health, accident to all employees and their dependents. The School District agrees to pay life insurance for its employees. Teachers retired from Lander County may purchase the above-referenced policies at the negotiated premium rates.
- 12.2 The district will pay \$775 effective 10-1-2011 covering medical, dental, vision, and term life insurance for the employee for a twelve (12) month period commencing September 1 and ending August 31. Employee insurance premiums paid by the district will be prorated on the basis of half time or full-time employment based upon a seven (7) hour day. This Article will

be automatically reopened to negotiate over any increase in employment premiums above \$775 during the term of this agreement.

12.3 An insurance committee will be composed of one Board Member, four Teachers' Association members appointed by the Association President, one administrator, the Classified Employee President, and one retiree appointed by the association. The Plan fiduciary (Superintendent) shall call for the meeting at any time he/she believes it prudent to meet.

12.3.1 The insurance committee is authorized to investigate the welfare of the Plan and, if considered necessary, make recommendations for Plan modification (including adjustments in premiums and changes to benefits) to the bargaining teams of the Association and the District.

12.3.2 Any changes to premiums or deductibles or changes to benefits in the Plan effecting employee benefits are subject to mandatory bargaining and shall be negotiated by the Lander County School District and the Lander County Classroom Teachers Association.

12.3.3 The insurance committee shall have the power to convene a special meeting. The superintendent or Association President may call for a meeting of the committee.

12.3.4 The insurance committee will meet at least twice a year in February or March and October or November to stay updated on the status of the insurance fund. The Association president and the Superintendent will work together to set these dates.

12.4 The School District further agrees to provide payroll deduction for additional premiums, if any are required. The School District also agrees to provide reasonable record keeping and/or verification of employment which may be required of the insurance carrier.

## **Article XIII - Staff Development**

13.1 Each year the Superintendent shall form a committee to develop a calendar for the ensuing school year. The committee shall consist of at least one Association representative from each District school. Final approval of subject calendar rests with the Board of Trustees. No staff development will be scheduled on the final two days of the contract.

13.2 School District Workshops

13.2.1 Nevada schools must be in session 180 days; in addition, all certified personnel under contract to the School District shall be required to be present for such days as shall be designated by the School District as orientation or workshop days preceding the opening of school, unless excused by the Superintendent and/or School Board. One-one hundred eighty-sevenths (1/187<sup>th</sup>) of the yearly salary will be deducted for each day that is missed which is unexcused.

13.2.2 Teachers realize that orientation is an integral part of the school year. However, Teachers in their second or subsequent years shall be required to attend only that part of orientation that disseminates new information. At the end of the new

information dissemination, the above mentioned Teachers shall be relieved to work in preparation of their classrooms for the new school year.

- 13.2.3 The Association may request District-wide workshops that its members have determined to be of interest and relevance to its members.
- 13.2.4 Teachers shall not be required by the District to attend overnight workshops, conferences, and training classes outside the District, but if offered and attended the teacher shall be compensated for expenses at the normal per diem rate.
- 13.2.5 For any required School District conference held more than twenty-five (25) miles from a Teacher's assigned school, the Board shall furnish transportation and expenses not to exceed the normal District's per diem rate.
- 13.2.6 Workshops, conferences, and other meetings held outside the teacher work-year are not mandatory.

The School District shall provide safe and adequate transportation for the required school business. This shall include staff development conferences.

## **Article XIV - Sabbatical Leave Program**

- 14.1 Upon proper application and approval of the School Board, a sabbatical leave of up to one school year's duration may be granted for professional improvement in the Teacher's area of specialization.
- 14.2 A Teacher must have completed seven (7) consecutive years of employment with the District to apply for a one year leave or five (5) consecutive years employment in the District to apply for a one semester leave.
- 14.3 One member of the teaching staff, who has not previously been granted a sabbatical leave by the Lander County School District, may be on sabbatical leave during any one school year. The Teacher must apply prior to February 1 of the prior school year using forms prepared by the District. The Teacher must substantiate the benefit of such leave to the District and must describe the nature of the course of proposed study.
- 14.4 Salary is to be set at one-half ( $\frac{1}{2}$ ) of the amount of the Teacher's contract salary in effect during the sabbatical leave, exclusive of any extra duty pay. A Teacher approved for sabbatical leave who wishes to be paid while on leave shall furnish a security bond indemnifying the District against loss in the event the Teacher fails to render the minimum amount of job service required after the return from sabbatical leave. If the Teacher does not furnish a security bond, payment of sabbatical leave salary will be made in twenty-four (24) monthly installments added to the salary received by the Teacher during the next two years following the years 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. That portion of the retirement fund contribution normally paid by the District shall also be continued. The sabbatical leave shall count for an experience increment as if the Teacher were not on a leave of absence.

- 14.5 The Teacher must agree to return to Lander County School District for a minimum of two years following one-year sabbatical leave. The Teacher must submit a written report which describes and evaluates the sabbatical leave, and give a verbal presentation to the School Trustees within the first 60 days of the new school year of his return.
- 14.6 A sabbatical leave committee, composed of two Teachers and one administrator, shall be appointed by the District to review applications for sabbatical leave and make recommendations for approval by the School Board.
- 14.7 A Teacher returning from sabbatical leave shall receive the same appointment, if possible, as when the Teacher left on leave. The Teacher shall be assigned to the same attendance area and school if at all possible.
- 14.8 In the event a teacher on sabbatical leave is unable to complete the program for which the leave is approved, notice shall be given to the Superintendent identifying which portions of the program are not achievable and the reasons therefore. Such notice shall be given as soon as the teacher becomes aware of the program change, modification, or deletion. Failure to complete the approved leave program without notice and acceptable rationale as described above rescinds the sabbatical leave, experience credit may be withheld, and any payments by the District toward salary, health insurance and retirement shall be reimbursed to the District by payroll deduction over the ensuing contract year in equal installments.
- 14.9 Failure by the teacher to return to the District following completion of the approved leave pursuant to section five (5) of this article forfeits any right to employment and any payments made to the teacher during the term of leave shall be collected by the District through the surety bond and collateral posted prior to going on leave in an amount not to exceed payments made by the District to or on behalf of the teacher.

## **Article XV - Leave Other Than Sabbatical Leave**

### **15.1 Sick Leave and Disability Benefits**

- 15.1.1 **Sick Leave Purpose:** Sick leave is leave that will be granted a Teacher who is unavoidably absent because of personal illness, temporary disability, medical appointments, or accident or because of the same in his/her immediate family. Sick leave may be used to care for members of the immediate family when the family members are unable to care for themselves. A teacher will be charged eight (8) hours of sick leave for a full day's sick leave absence if a substitute teacher's lesson plan is provided in advance. If no lesson plan is provided (in advance), the teacher will be charged nine (9) hours of sick leave. If recommended by the Principal and approved by the Superintendent, sick leave may also be used in the case of serious illness of persons other than the Teacher's immediate family or as bereavement leave. Sick leave use may be reviewed by the Superintendent. If a Teacher has abused the provisions of this article, personal leave days may be charged to the Teacher. If the Teacher has no personal leave days, the Teacher's salary may be reduced at his/her current daily rate for the number of days the abuse occurred.

- 15.1.2 Each full-time Teacher shall be credited with 112.5 hours of sick leave per year. Each half-time Teacher shall be credited with 56.25 hours of sick leave each year. Each Teacher shall be credited with accumulated unused sick leave from year to year. Teachers shall have the option of being paid \$5.15 per hour to a maximum of 1350 accumulated hours of sick leave when they retire or resign providing they have:
- 15.1.2.1 Fifteen (15) years of contracted employment with the District; and
  - 15.1.2.2 Notify the district on or before May 10 of the intent to retire or resign.
  - 15.1.2.3 Exiting employees are encouraged to meet with Lander Human Resources Personnel to confirm accumulated sick leave.
- 15.1.3 Sick leave for licensed persons whose contracts are not written for one full year shall be prorated on the basis 112.5 hours per school year at the beginning of the contract period for each school month of such periods.
- 15.1.4 In the event a Teacher does not complete the number of days required by his contract, the number of sick days used in excess of the number of prorated days earned will be deducted at 1/187 of the regular rate when the final pay of the terminating Teacher is computed.
- 15.1.5 Elective or cosmetic surgery/treatment is not eligible. Sick leave will not be granted for elective or cosmetic surgery or other medical or surgical treatment which can be performed during vacation periods, provided that such treatment will not be detrimental to the health or safety of the individual. If in doubt, the School Board may require the attending physician's statement.
- 15.1.6 Teachers who have exhausted all their accumulated sick leave benefits may be considered for additional sick leave subject to the decision of the School Board.
- 15.1.7 Teacher who is forced to resign because of personal illness or disability will be considered for reemployment at such time as a vacancy occurs for which he or she is qualified. A Teacher must teach at least 701 hours of the contracted year to qualify for advancement on the salary schedule should he/she be re-employed.
- 15.1.8 The District will forward a copy of the substitute reporting form to the absent teacher noting the sick leave used by calibrating in half-hour increments.
- 15.1.9 As an incentive to help reduce sick leave use and increase the number of days Teachers are in the classroom, a stipend will be paid at the end of the school year at the rate as follows: zero (0) days used \$850; one (1) day used \$600; two (2) days used \$350.

## 15.2 Professional Leave

- 15.2.1 Professional leave without loss of salary and benefits will be granted for the purpose of attending professional meetings, conferences, classes, assemblies,

conventions or other related educational activities upon the approval of the Superintendent, or School Board if denied by the Superintendent. Once approved, transportation and per diem will be provided.

### 15.3 Personal Leave

- 15.3.1 Teachers may schedule time off for a maximum of 27 hours during the school year within the 151 day school year for personal leave upon completion of one (1) year of service and the accumulations of 75 hours of sick leave. Teachers will provide at least four days notice to the Principal except in the case of an emergency. Leave days may be denied when a substitute is unavailable; before or following the scheduled Christmas vacation; the first and last week of school; parent/teacher conference days; or collaboration days.
- 15.3.2 Personal leave will be approved by the Principal and denials may be appealed to the Superintendent.
- 15.3.3 As an incentive to help reduce personal leave use and increase the number of days Teachers are in the classroom, a stipend will be paid at the end of the school year at the rate of one-half (1/2) a Teacher's daily rate of pay for each personal day not used. One unused day of personal leave may be carried over to the following year, for a maximum of four (4) days.
- 15.3.4 Teachers will be notified the second Monday of September of the school year regarding their eligibility to use personal leave based on criteria detailed in 14.3.1.

### 15.4 Military Leave

- 15.4.1 Military leave shall be granted as provided by applicable federal statutes.

### 15.5 Maternity Leave

- 15.5.1 Upon verification from her physician that she is unable to perform her duties due to disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from, a Teacher shall have the option of charging such period of disability to her accrued sick leave.
- 15.5.2 A Teacher shall be granted a maternity leave without pay not to exceed twelve (12) calendar months. Request for leave should be submitted at least one month prior to the commencement of the requested leave.
- 15.5.3 Such leave may be requested at any time during pregnancy or within one year after the birth of the child.
- 15.5.4 No benefits shall accrue to the Teacher while on unpaid maternity leave, except that she shall be credited with one (1) year of service for salary advancement if she taught at least 92 days of the contracted year when such leave commenced.

- 15.5.5 In the event the Teacher is on probation, the year will be conducted towards completion of the probationary period provided she taught the major portion of the school year when such leave commenced.
- 15.5.6 Upon written application to the School Board, a maternity leave may be extended by the School Board for an additional period up to twelve (12) months.
- 15.5.7 Upon written notification to the superintendent not later than one (1) month after placement of the child in the home, a Teacher shall be granted adoption leave which shall be equivalent to maternity leave in all respects.

## 15.6 Leave of Absence

- 15.6.1 Upon written petition to the Superintendent, supported by a letter from the Principal recommending such leave, any Teacher who has been employed in the School District for the preceding five (5) years and who has a record of satisfactory service may request leave of absence without pay for a period of time not to exceed one school year.
- 15.6.2 Requests for leave of absence without pay shall be considered only if presented prior to, or at the time of annual election of teachers, except in maternity leave cases, illness when recommended by the attending physician, or death in the immediate family.
- 15.6.3 A Teacher may request a leave of absence without pay after five (5) years if accepted into a program that will be of direct benefit to the educational program of the school district. The School Board, after careful consideration of such requests, may grant leave, provided that it is possible to secure a Teacher to carry on the work satisfactorily.
- 15.6.4 Written notice must be filed with the School Board by March 1 of the year in which the leave is to conclude, stating whether or not the Teacher plans to return. Failure to give such notice will automatically forfeit the right of the Teacher to return.
- 15.6.5 Teachers granted a leave of absence will return to duty at the same status on the salary schedule, unless the Teacher has qualified for advancement. He/she shall also be credited with the unused sick leave accumulated up to the time the leave of absence was granted.
- 15.6.6 A Teacher has the constitutional right to become a candidate for any elective office and to serve in such elective office if elected. Teachers shall be granted leave of absence without pay to serve in any state Legislative office. When the Legislative session is over, the Teacher may return to his/her classroom.
- 15.6.7 Except as in 15.7.6 above, upon return of a Teacher from leave of absence, he/she will be assigned to the same position, if practicable, or to a similar position for which he/she is qualified if he/she has given written notice as provided above.

15.6.8 Short-term paid leaves of absence will be granted subject to the approval of the Superintendent, or Board if denied by the Superintendent. Travel and per diem expenses will not be provided by the District.

#### 15.7 Bereavement Leave

15.7.1 Each Teacher shall be granted up to one work week of bereavement leave at full salary for a death in the immediate family. Additional days of bereavement leave may be granted upon approval of the Superintendent.

15.7.2 Requests for up to two (2) days bereavement leave for persons other than immediate family are subject to approval by the Superintendent.

#### 15.8 Jury Duty and Subpoena Leave

15.8.1 When a teacher receives a notice to report to Jury Duty or a subpoena to appear at court he/she shall be excused without loss of salary or benefits. Jury Duty or a Court appearance less than five (5) hours shall require the employee to return to work to complete the day. Teachers shall report to work and be excused to court fifteen (15) minutes prior to the court appointed time unless travel is involved beyond three (3) miles. Teachers shall be required to reimburse the District any amount of pay received for serving on a Jury, except transportation and meal payments.

#### 15.10 Sick Leave Bank

15.10.1 Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank by voluntarily contributing two (2) sick leave days for the establishment and operation of the Bank. This Bank is to assist employees who have illness, disabilities, or catastrophic situations and who have exhausted their sick leave accumulation.

15.10.2 The Sick Leave Bank Committee shall consist of one District designee and two Association designees.

15.10.3 Participation in the Sick Leave Bank:

15.10.3.1 At the beginning of each school year, there will be a five (5) week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association and the District Office of their wish to participate. The District Office will mail an enrollment form to the employee.

15.10.4 Receiving Days from the Sick Leave Bank:

15.10.4.1 Only individuals who have contributed to the Bank are eligible for benefits.

- 15.10.4.2 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Sick Leave Bank Committee, except as referenced in 3-4 below.
  - 15.10.4.3 The maximum accumulated number of days which any one person can be granted from the Bank is thirty-five (35) days per year. If more than thirty-five (35) days are needed, the participant can apply for additional days, not to exceed a sixty (60) day total. A person may use a maximum of ninety (90) days over a five (5) year period, such period to begin with the first withdrawal of days.
  - 15.10.4.4 The Sick Leave Bank Committee is authorized to grant withdrawals from the Bank in increments of up to fifteen (15) days per application. If application is denied, a single appeal to the Sick Leave Bank Committee may be made within five (5) days of the date of denial.
  - 15.10.4.5 A subsequent application made to the Bank for additional days for the same illness or condition is subject to Board approval.
- 15.10.5 Operation and Maintenance of the Sick Leave Bank:
- 15.10.5.1 Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the Bank.
  - 15.10.5.2 If the total number of days in the Sick Leave Bank is less than forty-five (45), the District will inform the Bank membership that a special assessment of one (1) sick leave day per member will be made to reimburse the Bank.
  - 15.10.5.3 The maximum that anyone can contribute to the Sick Leave Bank after its establishment at any one time is one (1) sick leave day.
  - 15.10.5.4 At the end of each school year, all days in the Sick Leave Bank will be carried over to the next school year.
  - 15.10.5.5 The Sick Leave Bank pool shall not exceed a maximum of 200 days except for new enrollees to contribute their one (1) day.

## **Article XVI - Payroll Deductions**

- 16.1 The School District agrees to deduct from the paychecks of the employees: Association dues, tax-exempt annuity payments, political contributions, credit union payments, group insurance premiums, and all other such deductions requested by the employee to a maximum of six (6), plus withholding tax.

- 16.2 No one employee shall make more than three (3) alterations per school year in his/her payroll deductions, after October 15.
- 16.3 If the situation arises that more alterations or additions are needed, an employee may petition the Superintendent for consideration.
- 16.4 The School District will not be required to honor any month's deduction authorizations that are delivered to it later than the 15<sup>th</sup> of the month prior to the distribution of the payroll form which the deductions are to be made.
- 16.5 The employee shall have the right to stop any deductions before the 15<sup>th</sup> of the month, excluding federal income tax withholding, Association dues, and political action contributions.
- 16.5.1 Any Teacher desiring to have the School District discontinue Association dues and/or political contributions previously authorized must notify the Association in writing between June 1 and July 15 of each year for the next school year's dues, and the Association will notify the District in writing to discontinue the employee's deduction by September 1 of the upcoming school year.

## **Article XVII - Salary and Extra Duty Pay**

17.1 For teachers on the payroll on August 2017:

2017-2018 Convert 2016-2017 salary schedule as follows (see salary schedule appendix):

17.1.1 Remove step one from 2016-17 salary schedule, convert step two to step one etc.

- Increase column 1 step 13 from \$54,348 to \$55,889
- Increase column 2 step 14 from \$59,256 to \$60,805
- Increase column 3 step 15 from \$62,650 to \$64,195
- Increase column 4 step 17 from \$66,049 to \$67,591
- Increase column 5 step 18 from \$67,934 to \$69,477
- Step 20-24 and step 25+ are not changed from the 2016-17 salary schedule

17.1.2 Remove step one from 2017-18 salary schedule, convert step two to step one etc.

- Increase column 1 step 14 from \$55,889 to \$57,473
- Increase column 2 step 15 from \$60,805 to \$61,651
- Increase column 3 step 16 from \$64,195 to \$65,778
- Increase column 4 step 17 from \$67,591 to \$69,169

- Increase column 4 step18 from \$69,477 to 71,055
- Increase column 3,4,5 step 20-24 by 1.01
- Increase each column step 25+ by 1.01

. For teachers employed by the District during the 2016-2017 school year who are placed on the longevity line (25+ years) and whose contract is in force for the 2017-2018 school year shall be awarded a one-time stipend of \$1500 (one-thousand five hundred dollars).

17.2 One hundred percent (100%) of each Teacher's retirement system payment shall be made by the Board.

17.3 Salary Schedule (See Salary Schedule A) For FY 2018; 2019; 2020

17.3.1 All credits earned beyond the bachelor's degree and/or licenses which are in the field of education, toward an advanced degree, in the individual's licensed major field or minor field or in securing additional endorsements on a license will be recognized for placement and/or advancement on the salary schedule.

17.3.2 Those courses taken to license for another teaching area other than counseling or administration, to remove provisional areas from teaching licensing, and in-service training are subject to approval by the credit evaluation committee in advance. The committee shall consist of two people appointed by the superintendent and two people appointed by the LCCTA. Appeals regarding committee decisions may be forwarded to the superintendent or the school board for a final review.

17.3.3 Fifteen (15) years experience shall be recognized as the maximum public/private school, full-time teaching credit for placement on the salary schedule for out-of-state hires. If the hiree was a licensed teacher prior to military service, up to two (2) of the fifteen (15) years teaching experience may be credited for active military service. Those hired from Nevada School Districts shall receive full credit for their years of experience.

17.3.4 Members of the bargaining unit will be paid \$15.00 per hour for work performed to ready their work area for the school year. The number of paid hours will be limited to a maximum of twenty (20) hours per year. This work will be performed during August, outside the school calendar or contract year. Pay for this work will be added to the first paycheck of the school year. The additional hours outside the contract year are at the Teacher's discretion and are in no way mandatory.

17.3.5 Course work must be completed by the beginning of the contracted school year to be credited for movement on the scale for the ensuing contract year. Only graduate credits count for placement on the BA +48 Graduate credits or Masters column.

17.4 Extra Duty Schedule (See Salary Schedule B)

17.5 Teacher Education Trust Fund

- 17.5.1 The district agrees to establish a fund of \$10,000 to be used by licensed employees to further their formal education from an accredited institution of higher education. The course work must be in an area of specialization relevant to K-12 public education.
- 17.5.2 Employees borrowing from the fund will enter into a contractual agreement with the District to repay the borrowed amount within a 24 month period at the current prime interest rate. A security bond or other collateral acceptable to the district will be provided in the event the teacher terminates employment with the district prior to full repayment.
- 17.5.3 The aggregate amount on loan at any time will not exceed \$10,000.

### **Article XVIII- General Savings Clause**

- 18.1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in force and effect.
- 18.2 No action will be filed with the EMRB relative to the Lander County School District without prior notification and formal consultation by the parties to attempt resolution before submission.

## Article XIX - Term of Agreement

- 19.1 This shall be a three (3) year agreement for the period July 1, 2017 through June 30, 2020.
- 19.2 Renewal of this Agreement, with or without amendments, may be negotiated during the duration of the Agreement in accordance with the provisions of Chapter 288, Nevada Revised Statutes.
- 19.3 The District may reopen the Agreement to address a “fiscal emergency” in accordance with the requirements of NRS. 288.150(4).
- 19.4 If the EMRB and/or Nevada courts overrule the requirements of SB241 (2015) the parties agree to reopen this contract to negotiate any impacts regarding such ruling including but not limited to reverting to prior contract language.

IN WITNESS THEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lander County  
Board of Trustees

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Clerk

Lander County  
Classroom Teachers' Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

# Appendix

## *Schedule A* *LANDER COUNTY SCHOOL DISTRICT* **CERTIFIED SALARY SCHEDULE**

2017-2018

| STEP | BA+16 GRAD. | BA+24 U | BA+32 GRAD. | BA+48 U | MA DEGREE  | MA+16   |
|------|-------------|---------|-------------|---------|------------|---------|
| YEAR | BA DEGREE   | GRAD    | GRAD        | GRAD    | BA+48 GRAD | GRAD    |
| 1    | 39,256      | 41,142  | 43,030      | 44,917  | 46,806     | 48,700  |
| 2    | 40,760      | 42,654  | 44,538      | 46,426  | 48,314     | 50,224  |
| 3    | 42,274      | 44,162  | 46,048      | 47,937  | 49,824     | 51,734  |
| 4    | 43,782      | 45,671  | 47,559      | 49,447  | 51,334     | 53,244  |
| 5    | 45,293      | 47,180  | 49,066      | 50,956  | 52,844     | 54,754  |
| 6    | 46,802      | 48,690  | 50,576      | 52,466  | 54,352     | 56,264  |
| 7    | 48,311      | 50,198  | 52,086      | 53,973  | 55,861     | 57,773  |
| 8    | 49,821      | 51,706  | 53,596      | 55,483  | 57,373     | 59,283  |
| 9    | 51,329      | 53,237  | 55,107      | 56,993  | 58,878     | 60,793  |
| 10   | 52,839      | 54,727  | 56,612      | 58,500  | 60,389     | 62,303  |
| 11   | 54,348      | 56,236  | 58,124      | 60,013  | 61,899     | 63,813  |
| 12   | 55,889      | 57,746  | 59,632      | 61,520  | 63,407     | 65,323  |
| 13   | 55,889      | 59,256  | 61,142      | 63,030  | 64,918     | 66,833  |
| 14   | 55,889      | 60,805  | 62,650      | 64,542  | 66,425     | 68,343  |
| 15   | 55,889      | 60,805  | 64,195      | 66,049  | 67,934     | 69,853  |
| 16   | 55,889      | 60,805  | 64,195      | 67,591  | 69,477     | 71,363  |
| 17   | 55,889      | 60,805  | 64,195      | 67,591  | 69,477     | 71,363  |
| 18   | 55,889      | 60,805  | 64,195      | 67,591  | 69,477     | 71,363  |
| 19   | 55,889      | 60,805  | 64,195      | 71,331  | 73,371     | 75,373  |
| 20   | 55,889      | 60,805  | 67,664      | 71,331  | 73,371     | 75,373  |
| 25   | 58,697      | 63,995  | 73,076*     | 77,038* | 79,241*    | 81,453* |

### CREDITS SHALL BE COMPUTED IN SEMESTER CREDITS

All credits earned beyond the bachelor's degree and or certification which are in the field of education, toward an advanced degree, in the individual's certificated major field or minor field will be recognized for placement and/or advancement of the salary schedule.

Those courses taken to certify for another teaching area other than counseling or administration, to remove provisional areas from teaching certificates, and in-service training are subject approval by the credit evaluation committee in advance.

The line below 15 on the salary schedule recognizes the maximum public/private school full time experience a teacher may bring into the District from out of state for pay purposes.

*LANDER COUNTY SCHOOL DISTRICT*  
**CERTIFIED SALARY SCHEDULE**  
 2018-2020

| STEP |           | BA+16 GRAD.     | BA+32 GRAD.     | MA DEGREE  | MA+16  |
|------|-----------|-----------------|-----------------|------------|--------|
| YEAR | BA DEGREE | BA+24 U<br>GRAD | BA+48 U<br>GRAD | BA+48 GRAD | GRAD   |
| 1    | 40,760    | 42,654          | 44,538          | 46,426     | 48,314 |
| 2    | 42,274    | 44,162          | 46,048          | 47,937     | 49,824 |
| 3    | 43,782    | 45,671          | 47,559          | 49,447     | 51,334 |
| 4    | 45,293    | 47,180          | 49,066          | 50,956     | 52,844 |
| 5    | 46,802    | 48,690          | 50,576          | 52,466     | 54,352 |
| 6    | 48,311    | 50,198          | 52,086          | 53,973     | 55,861 |
| 7    | 49,821    | 51,706          | 53,596          | 55,483     | 57,373 |
| 8    | 51,329    | 53,237          | 55,107          | 56,993     | 58,878 |
| 9    | 52,839    | 54,727          | 56,612          | 58,500     | 60,389 |
| 10   | 54,348    | 56,236          | 58,124          | 60,013     | 61,899 |
| 11   | 55,889    | 57,746          | 59,632          | 61,520     | 63,407 |
| 12   | 57,473    | 59,256          | 61,142          | 63,030     | 64,918 |
| 13   | 57,473    | 60,805          | 62,650          | 64,542     | 66,425 |
| 14   | 57,473    | 61,651          | 64,195          | 66,049     | 67,934 |
| 15   | 57,473    | 61,651          | 65,778          | 67,591     | 69,477 |
| 16   | 57,473    | 61,651          | 65,778          | 69,169     | 71,055 |
| 17   | 57,473    | 61,651          | 65,778          | 69,169     | 71,055 |
| 18   | 57,473    | 61,651          | 65,778          | 72,044     | 74,104 |
| 19   | 57,473    | 61,651          | 68,340          | 72,044     | 74,104 |
| 20   | 57,473    | 61,651          | 68,340          | 72,044     | 74,104 |
| 25   | 59,283    | 64,634          | 73,806          | 77,808     | 80,033 |

**CREDITS SHALL BE COMPUTED IN SEMESTER CREDITS**

All credits earned beyond the bachelor's degree and or certification which are in the field of education, toward an advanced degree, in the individual's certificated major field or minor field will be recognized for placement and/or advancement of the salary schedule.

Those courses taken to certify for another teaching area other than counseling or administration, to remove provisional areas from teaching certificates, and in-service training are subject approval by the credit evaluation committee in advance.

The line below 15 on the salary schedule recognizes the maximum public/private school full time experience a teacher may bring into the District from out of state for pay purposes.

**Schedule B**

**LANDER COUNTY SCHOOL DISTRICT**

Battle Mountain High School

Extra-duty Salary Schedule

2017-2020

| Position  | Salary |
|---|--------|
| Athletic Director, with preparation period  | 4157   |
| Athletic Director, without preparation period   | 4816   |
| Football, Head  | 3760   |
| Football Assistant  | 2881   |
| Volleyball, Head  | 3233   |
| Volleyball, Assistant   | 2302   |
| Soccer, Head (per gender)   | 3233   |
| Golf (per gender)   | 2302   |
| Spirit Team Advisor, per sport season   | 2302   |
| Basketball, Head (per gender)   | 3955   |
| Basketball JV (per gender)  | 3100   |
| Basketball Freshman (per gender)  | 2302   |
| Wrestling, Head   | 3233   |
| Wrestling Assistant   | 2302   |
| Baseball/Softball, Head   | 3233   |
| Baseball/Softball Assistant   | 2302   |
| Baseball/softball JV  | 2302   |
| Track, Head   | 3233   |
| Track Assistant   | 2302   |
| Cross country   | 2302   |
| Academic Olympics /High School Bowl   | 1287   |
| Band (pep band, concerts, competitions)   | 2990   |
| Choir (concerts and completion)   | 1200   |
| Class Advisor (s) (1-9 <sup>th</sup> ; 1-10 <sup>th</sup> ; 2-11 <sup>th</sup> ; 2-12 <sup>th</sup> ) | 966    |
| Computer Staff Trainer and Trouble Shooter  | 966    |
| Drama, per semester (with production)   | 1425   |
| Future Business Leaders of America  | 1023   |
| Future Farmers of America (\$500 additional for participating in state level activities)              | 2000   |
| Honor Society Advisor   | 485    |
| HOSA Advisor (\$500 additional for participating in state level activities)                           | 2000   |
| Instructional Consultation, Building Facilitator  | 500    |
| Skills USA Advisor (\$500 additional for participating in state level activities)                     | 2000   |
| Instructional Consultation Member (minimum 2 cases per year)  | 566    |
| BMHS Student Council, \$500 additional for participating in state level activities)                   | 2500   |
| Yearbook, with publication  | 2990   |
| Special Programs  | 321    |

--All stipends are contingent upon starting and finishing a season or a program. A person removed from position before completion of the activity will have salary pro-rated.

--Additional positions may be added to the “Extra Duty Salary Schedule” by mutual agreement between the Lander County School District Superintendent and the LCCTA President.

**LANDER COUNTY SCHOOL DISTRICT**  
**Austin Junior and High School**  
**Extra-duty Salary Schedule 2017-2020**

| Position  | Salary |
|---|--------|
| Athletic Director (with prep period and under 10 sports)    | 1856   |
| Athletic Director (without prep period and under 10 sports) | 2408   |
| Volleyball, Head (8 events or less)                         | 1287   |
| Volleyball, Head (over 8 events)                            | 2547   |
| Basketball, Head (8 events or less)                         | 1287   |
| Basketball, Head (over 8 events)                            | 2547   |
| Basketball, Junior High                                     | 1287   |
| Cross Country (8 events or less)                            | 1287   |
| Cross Country (over 8 events)                               | 2302   |
| Academic Olympics / High School Bowl                        | 900    |
| Class Advisor (2 advisors)                                  | 600    |
| Special Programs  | 321    |
| Student Council   | 450    |
| Yearbook  | 450    |

--All stipends are contingent upon starting and finishing a season or a program. . A person removed from position before completion of the activity will have salary pro-rated.

--Additional positions may be added to the “Extra Duty Salary Schedule” by mutual agreement between the Lander County School District Superintendent and the LCCTA President

**LANDER COUNTY SCHOOL DISTRICT**  
**Eleanor Lemaire Junior High School**  
**Extra-duty Salary Schedule**  
**2017-2020**

| Position   | Salary |
|--|--------|
| Athletic Director  | 1856   |
| Basketball, per team   | 1287   |
| Spirit Team Advisor, per sport season                            | 995    |
| Wrestling  | 1287   |
| Track  | 1287   |
| Volleyball, per team   | 1287   |
| Band (20+ hours outside of classroom and minimum of 2 concerts)  | 1500   |
| Choir (20+ hours outside of classroom and minimum of 2 concerts) | 1500   |
| 8 <sup>th</sup> Grade Class Advisor                              | 966    |
| Computer Staff Trainer and Troubleshooter                        | 966    |
| Instructional Consultation, building facilitator                 | 566    |
| Instructional Consultation Member (maximum of 2 cases per year)  | 350    |

|                     |      |
|---------------------|------|
| Special Programs    | 321  |
| Student Council     | 1500 |
| Yearbook            | 1287 |
| Program Coordinator | 321  |

--All stipends are contingent upon starting and finishing a season or a program. A person removed from position before completion of the activity will have salary pro-rated.

--Additional positions may be added to the “Extra Duty Salary Schedule” by mutual agreement between the Lander County School District Superintendent and the LCCTA President.

**LANDER COUNTY SCHOOL DISTRICT**  
**For Battle Mountain Elementary School**  
**Extra-duty Salary Schedule**  
~~2014-2017~~2017-2020

| Position  | Salary  |
|---|---------|
| Computer Staff Trainer and Troubleshooter                                 | 966     |
| Instructional Consultant, Building Facilitator                            | 566     |
| Instructional Consultation Member (maximum of 2 cases per semester/ year) | 350/700 |
| Special Programs  | 321     |
| Program Coordinator   | 321     |
| Music (Minimum of six concerts per year)                                  | 800     |

--All stipends are contingent upon starting and finishing a season or a program. A person removed from position before completion of the activity will have salary pro-rated.

--Additional positions may be added to the “Extra Duty Salary Schedule” by mutual agreement between the Lander County School District Superintendent and the LCCTA President

*Schedule C*  
**LANDER COUNTY SCHOOL DISTRICT**  
**GROUP INSURANCE APPENDIX**  
**Effective 7-1-2012**

Health Insurance Premium  
 1 dependent \$500 per month  
 2 dependents \$600 per month  
 3+ dependents \$700 per month

Retiree Health Insurance Premium \$600 per month  
 Retiree Health Insurance Premium  
 With Medicare \$450 per month

Co-insurance for NPPO from is 60%

Mail order RX co-pay 90 day supply.....\$25 generic/\$65 brand formulary/\$80 brand non formulary

Retail RX co-pay.....\$15 generic/\$50 brand formulary/\$65 brand non formulary

Dental coverage:  
 \$1750 per year/\$200 deductible

Term life:  
 for employees \$20,000/Retirees \$5000

\$1000 deductible per participant per calendar year for medical coverage Each participant will receive deductible for dependents excluding spouse or "significant other". Each participant will receive 3 doctor visits at co-pay only which are not part of the 80/20 deductible.

PPO coinsurance 80% (district) 20% (participant) up to \$5000 in allowable charges per calendar year. Total out-of-pocket per participant is \$2000(\$1000 of allowable charges and \$1000 deductible).

Participant co-payments not subject to deductible or out-of-pocket expenses.

Diagnostic services..... \$25/per procedure  
 Emergency Room.....\$50/per visit does not apply if admitted to the hospital  
 Hospital Admission ..... \$125/per admission

Outpatient basic charges subject to "basic surgical charges" (deductible and 80/20 copay)

Memo of Understanding  
July 28, 2014

Per NRS 391.168 a committee comprised of LCCTA members and LCSD administrators will meet no later than October 2015 to begin discussion on establishing a program of performance pay unless the state has not completed its guidelines.

Memo of Understanding  
April 21, 2015

Subject: Teacher work hours

The parties agree to continue discussion and development of proposals in future bargaining sessions regarding teacher work hours related to Professional Learning Communities. Teacher participation in PLC schedules since August 2010 do not create a “past practice” that prejudices future negotiation discussions and proposals.

The parties agree that this Memo of Understanding shall supersede any conflicting language in the Master Contract.

Memo of Understanding  
July 15, 2014

Social Media Committee-The Board will possibly take action to establish a committee comprised of teachers, administrators, classified workers, and one board member. If approved the committee will define the term “Social Media” and develop policy and regulation guiding the implementation and influence of “social media” upon district employees and its students. The committee will also seek information and/or recommendations from the Human Resources Department of the District’s Pool Pact Liability insurance provider.

June 1, 2017 MOU: Evergreen and Association Leave

In as much as the LCSD and the LCCTA desire to complete negotiations for the 2017-2020 School Years; and

In as much as the 2017 Legislature is still in session; and

In as much as there are pending Bill Drafts introduced in the 2017 Legislature, namely A.B. 121 and A.B. 271, which may affect articles contained in the CBA, namely former evergreen provisions in the CBA, Articles 19.2 and former association leave provisions in the CBA, Articles 5.9 and 14.5; and

In the event legislation affecting the former agree and/or association leave provisions is approved by the Nevada Legislature, entered and signed by the Governor during the 2017 Legislative Session, The LSCD and the LCCTA agree to re-open the CBA expressly limited to negotiating the impact and effects of this legislation on Article V-Grievance Procedure (in the previous CBA, this was Article 5.9 Release Time), Article XV-Leave Other Than Sabbatical (in the previous CBA, this was Article 14.5 Association Leave); and/or Article XIX-Term of Agreement (in the previous CBA, this was Article 19.2).

June 1, 2017 RECONFIGURATION OF 2017-2018 AND 2018-2020 SALARY  
SCHEDULE

In as much as the LCSD and the LCCTA desire to complete negotiations for the 2017-2020 School Years with a clear understanding of the March 15, 2017 Tentative Agreement to reconfigure the CBA 2015-2016 salary schedule; and

In as much as this reconfiguration does not alter the credit teachers earn for “years of experience” (A teacher earns 1 year of experience for each year taught.); and

The LCSD and the LCCTA recognize that a teacher on step one of the 2016-2017 salary schedule will move to step two of the 2017-2018 salary schedule. Due to the reconfiguration of the salary schedule this one-step move is equivalent to moving two steps on the 2016-2017 salary schedule. Furthermore, due to the reconfiguration of the 2018-2019 salary schedule, a teacher moving from step one of the 2017-2018 to step two of the 2018-2019 salary schedule is equivalent to moving two steps on the 2017-2018 salary schedule.