

MASTER AGREEMENT

between the

PERSHING COUNTY SCHOOL DISTRICT

and the

**PERSHING COUNTY CLASSROOM
TEACHERS' ASSOCIATION**

July 1, 2009 - 2011

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Preamble

This Agreement is made and entered into by and between the Pershing County School District in the City of Lovelock, County of Pershing, in the State of Nevada and the Pershing County Classroom Teachers' Association.

WHEREAS, the District has an obligation pursuant to law to bargain collectively with respect to those subjects of mandatory bargaining as outlined in NRS 288, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the foregoing mutual covenants, it is hereby agreed as follows:

ARTICLE I Definitions

- 1-1 The terms "NRS Chapter 288" or "NRS 288" as used in this Agreement will refer to Chapter 288 of the Nevada Revised Statutes and subsequent revisions, also known as the Local Government Employee-Management Relations Act. The Board acknowledges that the Pershing County Classroom Teachers' Association is currently affiliated with the National Education Association and the Nevada State Education Association.
- 1-2 The term "teacher" as used in the Agreement refers to contracted and certificated teachers, librarians, counselors, and speech therapists of the Pershing County School District.
- 1-3 The term "Board" as used in this Agreement will mean the Board of School Trustees of the Pershing County School District and is the entity known as the Local Government Employer in NRS Chapter 288.
- 1-4 The term "Association" as used in this Agreement will mean the Pershing County Classroom Teachers' Association and is the entity known as the Employee Organization in NRS Chapter 288.
- 1-5 The term "District" as used in this Agreement will mean the Pershing County School District.
- 1-6 The term "Superintendent" as used in this Agreement will mean the Superintendent of Schools of the Pershing County School District or his/her designated representative.
- 1-7 The terms "Board" and "Association" will 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" will be defined in accordance with NRS 388.080 (1) which states "...the public school year commences on the first day of July and ends the last day of June."
- 1-9 The term "contract year" as used in this Agreement will mean the period of time from the first contracted day in the fall to the last contracted day in the spring.

- 1-10 The term "EMRB" as used in this Agreement will mean the Local Government Employee-Management Relations Board as provided in NRS Chapter 288.
- 1-11 The term "Agreement" refers to the name of this document being the "Master Agreement" between the Pershing County School District and the Pershing County Classroom Teachers' Association.
- 1-12 The term "day" as used in this Agreement will mean a school day unless noted to be a calendar day.
- 1-13 The term "immediate family" shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, foster child, or any relative living in the immediate household. (A 1999)

ARTICLE II
Recognition

- 2-1 The Board recognizes the "Association" as the exclusive representative of teachers as defined in Article I, 1-2 of this Agreement for collective bargaining purposes set forth in NRS 288.
- 2.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for use of the Association subject to Chapter 288.140, 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 Grievance Procedure

- 3-1 Definitions
 - 3-1-1 A grievance is defined as any dispute which arises regarding the interpretation and/or application of a provision of this Agreement. (A 1992)
 - 3-1-2 A "grievant" is a teacher, a group of teachers, or the Association asserting a grievance.
 - 3-1-3 The term "day" as used in this Agreement will mean school day unless noted to be a calendar day. Should a grievance arise at the close of school, the term "day" will mean Monday through Friday excluding holidays.
- 3-2 The purpose of this Article is to provide a clearly outlined grievance procedure for a grievant to secure at the lowest possible administrative level resolution to problems and grievances regarding the interpretation or application of this Agreement.
- 3-3 Informal Discussion
 - 3-3-1 Both parties encourage teachers 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 potential grievant from informally discussing the problem with the immediate supervisor prior to filing a formal grievance.
 - 3-3-2 If a potential grievant requests an informal discussion with the immediate supervisor concerning the subject matter, such informal discussion will be held as soon as reasonably possible.
 - 3-3-3 It is understood and agreed that all aspects of such informal discussions, if any, by any party, which take place will have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
 - 3-3-4 If a potential grievant does not file a grievance in writing as provided herein within twenty (20) days after the grievant knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.
- 3-4 Procedure
 - 3-4-1 *Level One---Immediate Supervisor*
 - 3-4-1-1 A grievance, as defined, must be filed in writing, stating under which terms or provisions of this Agreement the dispute arose.
 - 3-4-1-2 The written grievance must first be presented to the grievant's appropriate supervisor or designee. Grievances regarding suspension or termination shall be filed directly at Level Two – Superintendent.
(A 1995)

- 3-4-1-3 The above condition(s) does not prevent the grievant from first discussing the issue with the immediate supervisor with the object of resolving the issue informally.
- 3-4-1-4 Within fifteen (15) days after the receipt of a grievance, the appropriate supervisor or designee will meet with the grievant.
- 3-4-1-5 The appropriate supervisor or designee will forward to the grievant, within ten (10) days after the meeting referred to in subparagraph 3-4-1-4 above, a written response to the grievance.
- 3-4-2 *Level Two---Superintendent*
 - 3-4-2-1 In the event the grievance is not resolved at Level One, the grievant may submit the unresolved written grievance to the Superintendent within ten (10) days.
 - 3-4-2-2 The Superintendent will meet with the grievant within ten (10) days after receiving the grievance.
 - 3-4-2-3 The Superintendent will forward to the grievant, within ten (10) days after the meeting referred to in subparagraph 3-4-2-2 above, a written response to the grievance.
- 3-4-3 *Level Three---Board of School Trustees*
 - 3-4-3-1 In the event the grievance is not resolved at Level Two, the grievant may submit the unresolved written grievance to the Board within ten (10) days. In the event that the grievance is regarding dismissal or disciplinary suspension for a period of six (6) or more days, the matter shall be advanced directly to Level Four – Arbitration, by mutual consent of the Association and the District. (A 1995)
 - 3-4-3-2 The Board will meet with the grievant at a Board meeting within forty-five (45) calendar days after receiving the grievance.
 - 3-4-3-3 The Board will forward to the grievant, within ten (10) days after the meeting referred to in subparagraph 3-4-3-2 above, a written response to the grievance.
- 3-4-4 *Level Four---Arbitration*
 - 3-4-4-1 In the event a grievance is not resolved at Level Three, the grievant may, within fifteen (15) days, request arbitration in accordance with the provisions set forth below. A written notice of intent to arbitrate will be made by delivery to the Superintendent.
 - 3-4-4-2 Within five (5) days after written notice of submission to arbitration, the Superintendent and the grievant will agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If, within five (5) days, the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators will be made to the American Arbitration Association (AAA) by either party.

- 3-4-4-3 Within ten (10) days after receipt of the list from the AAA, the parties will select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who will be the one to hear the dispute in question.
- 3-4-4-4 The arbitrator will not alter or amend in any way any provision of this contract. The arbitrator's decision will be final and binding on all parties to this Agreement and will be in accordance with the terms and conditions of this Agreement.
- 3-4-4-5 Unless such rules are in conflict with this Agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings will be governed by the labor arbitration rules of the American Arbitration Association (AAA).
- 3-4-4-6 The expenses of arbitration proceedings will be shared equally by the District and the grievant.

3-5 Miscellaneous

- 3-5-1 The grievant may be represented at any level of the formal grievance procedure by a person or persons of his/her own choosing provided advance notice is given.
- 3-5-2 No reprisals of any kind will be taken by either party against any grievant, any school representative, any other representative, or any other participant in the grievance procedure by reason of such participation.
- 3-5-3 All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 3-5-4 If a grievance affects a group or class of teachers from more than one school, said grievance will be presented at Level Two to the Superintendent in writing.
- 3-5-5 The number of days indicated at each level should be considered a maximum, and an effort will be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.
- 3-5-6 No meetings and/or hearings will be called during regularly scheduled class time up through Level Three.
- 3-5-7 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.
- 3-5-8 Failure on the part of a grievant to meet any timelines herein will constitute a waiver to carry a grievance beyond the level at which timelines were not met. Failure on the part of the District to meet any timelines herein will give the grievant the right to pursue the grievance at the next level within ten (10) days.
- 3-5-9 Binding decisions of arbitrators under this Article making monetary awards shall not cost the District in the aggregate (more than one grievance) more than an amount equal to one cent (\$0.01) of the ad valorem tax rate in any one school year.

3-5-10 After a grievance has been filed, either party may request of the opposing party specific, relevant information regarding the subject matter of the grievance.
(A 1987)

3.6 - Expedited Arbitration

3.6.1 When mutually agreed upon, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration. There shall be no stenographic record of the proceeding. There shall be no post hearing briefs. The Award of the arbitrator shall be rendered promptly, and, unless otherwise agreed by the parties, no later than seven (7) days from the close of the hearing. The arbitrator's award shall be in writing, and the opinion shall be in summary form.
(Adopted 2003)

3.6.2 The parties shall request a list of 27 arbitrators from the American Arbitration Association (AAA). The parties shall use the alternate strike method and reduce the list to nine (9) arbitrators. The Association shall strike the first name. These nine (9) arbitrators shall be listed alphabetically and shall be the panel of arbitrators to hear grievances that arise under this Agreement. (Adopted 2003)

3.6.3 The parties agree to arbitrate the dispute within sixty (60) days after the demand for arbitration has been submitted. The parties shall promptly appoint an arbitrator from the panel by submitting a calendar of available dates to the arbitrators on the panel using the following method:

3.6.4 After selection of the panel and when the need for an arbitrator first arises, the parties shall commence the appointment process starting at the top of the alphabetical list. Each time the need for an arbitrator arises thereafter, the parties shall utilize the alphabetical list and commence the appointment process with the arbitrator following the last arbitrator appointed. (Adopted 2003)

3.6.5 If the next arbitrator on the alphabetical list cannot hear the dispute within sixty (60) days, the parties shall contact the next arbitrator on the alphabetical list until one is selected who is able to serve within sixty (60) days. (Adopted 2003)

3.6.6 At the conclusion of each school year, each party shall be entitled to strike one arbitrator from the panel. Any such strike will not divest an arbitrator from jurisdiction over a matter already appointed. Stricken arbitrators will be replaced by striking from a list of seven arbitrators provided by the AAA, with the Association striking first. (Adopted 2003)

ARTICLE IV
Contract Year

4-1 Contract Year Defined

The contract year will be one hundred eighty-four (184) days on a 5-day calendar school year or 150 on the 4-day calendar school year. The amount shown on the teachers' salary schedule will represent the amount of salary to be paid to teachers for the contract year. (A 2009)

4-2 Additional Days

The daily rate of pay for days contracted between a teacher and the District beyond the contract year will be 1/184 of the contract salary on a 5-day calendar school year.

4-3 Deductions for Unexcused Absences

Deductions for unexcused absences will be 1/184 of the contract salary on a 5-day calendar school year or 1/150 on the 4-day calendar school year. (A 2009)

4-4 After acceptance of reemployment pursuant to NRS 391.3196 (signing Intent to Return letter) and the employee leaves the District after May 30th (does not work the succeeding school year), he/she will be assessed a fee of 5% based on the current year's salary. This excludes retirees. (A 2009)

ARTICLE V
Length of Work Day

5-1 The teachers' work day will be seven and one-half (7 1/2) hours on a 5-day calendar school year and 9.25 hours on a 4-day calendar school year, including the lunch period. The District will make a reasonable effort to schedule a minimum thirty (30) minute duty free lunch. (A 2009)

5.2 Non-paid duties and assignments exceeding the teachers' work day may be made by the District. Such assignments will be made on a fair and equitable basis.

5-3 The building administrator shall have the authority to permit divergence by teachers from the regular school day. This flex during non-student contact time is to be arranged with prior approval in writing with the building administrator. (Added 2009)

ARTICLE VI
Teacher Preparation Time

- 6-1 Teacher "preparation time" is defined as time during the work day or week when a teacher does not have students or specialized assigned duties regularly scheduled. Teachers will have during the teacher work day time in addition to their lunch period for planning and preparation. Parent conferences and other educational activities during this time may be directed by their supervisor. (A2007)
- 6-2 Teachers will have the equivalent to one (1) class period daily, or a minimum of forty-eight (48) minutes per day on the five day week, or sixty (60) minutes per day on the four day week, or a minimum of two hundred forty (240) minutes per week. (Amended 2009)
- 6-3 In lieu of the preparation period and the paid lunch period provided elsewhere in this section, teachers who are contracted for less than a full-time schedule will be paid an additional 12.5% of Class 1, Step 1, of the teachers' salary schedule prorated for the percent of full-time provided in the contract. Full-time teachers who agree and are contracted to teach without the benefit of a preparation period will be paid on the basis of 12.72% of Class 1, Step 1, on the teachers' salary schedule. Such pay will be reflected on the teacher's employment contract. Full-time teachers are under no obligation nor have the right to teach without a preparation period and do so voluntarily. (A 1995)
- 6-4 Teachers who are assigned during their preparation period to teach another teacher's class will be paid the "in-staff substitute rate." The "in-staff substitute rate" is that amount paid a teacher during his/her preparation period. (See Article XI, 11-5.)

ARTICLE VII
Leaves and Absences

7-1 Sick Leave

- 7-1-1 At the beginning of each school year, each full-time teacher will be credited with fifteen (15) days of leave for a 5-day work week or twelve (12) days for a 4-day work week at full salary for absence due to disability caused by sickness or injury to the teacher or sickness or injury of the teacher's children or spouse. For this purpose, Coal Canyon High School is considered to be on a 5-day work week. Such leave will be cumulative to a maximum of one hundred eighty (180) days. A teacher whose accumulated sick leave would exceed one hundred eighty (180) days with the addition of the annual fifteen (15) days or twelve (12) credit at the beginning of the school year will not deplete his/her one hundred eighty (180) days until the excess is used. Any sick leave days in excess of one hundred eighty (180) days at the end of any school year shall not be accumulated from year to year. The full accumulated sick leave may be used for absence due to disability caused by the sickness or injury of the teacher, teacher's children, or teacher's spouse. (A 2009)
- 7-1-2 Each teacher may use up to a total of ten (10) days sick leave per year for absence due to disability caused by illness or injury in the teacher's immediate family. (A 1989)
- 7-1-3 In the event a teacher does not complete the number of days required by the contract, the number of sick leave days used in excess of the number of prorated days earned will be deducted from the teacher's salary. (A 1987)
- 7-1-4 A teacher who is unable to teach because of illness or disability and who has exhausted all sick leave available may request, in writing, a leave of absence without salary. A teacher returning from such leave may not do so prior to the start of the next school semester.
- 7.1.5 Absence due to injury incurred in the course of the teacher's employment may be charged against the teacher's accrued sick leave days if the teacher so desires. At the teacher's request, the District will pay to such teacher the difference between his/her salary and benefits received from workers' compensation insurance premiums, and deduct pro rata from the teacher's accrued sick leave. (A 1997)

7-2 Bereavement Leave

Six (6) days with pay will be allowed per death to be deducted from sick leave for bereavement in the immediate family, one of which may be used outside of the immediate family. Extension of this leave by five (5) days at sub-deduct without reduction in sick leave may be granted upon approval by the Superintendent. One (1) additional day at sub-deduct may be granted by the Superintendent per year for bereavement outside the immediate family. (A 2009)

7-3 Court Leave

The District will allow teachers leave with full pay for court duty such as jury duty or serving as a witness in a legal proceeding to which neither the employee nor the Association is a party. Any court pay, except for meals and mileage, received by the employee shall be turned into the District office. Teachers shall report for duty at school for hours not required for jury duty or witness service. (A 1995)

7-4 Professional Leave

Temporary leave of four (4) days per school year with pay may be requested of the Superintendent for visiting other schools, attending educational conferences, seminars, workshops, or other comparable training and educational services such as the professional development center. Such activity shall deal with subjects related to the teacher's assignments. Such days shall not be used for college, university, or credit granting agency programs or classes, except that one (1) day may be used for college, university, or credit granting agency programs or classes. Additional days may be granted at the Superintendent's discretion. (A 1989)

7-5 Personal Leave

7-5-1 Two (2) days leave per year with full pay will be granted yearly for personal reasons upon approval by the principal. One (1) additional day at sub-deduct will be granted upon approval by the principal. Except in cases of emergency, teachers will request use of such leave from the principal at least three (3) days prior to the date(s) to be used. In cases of emergency, requests should be made as early as possible. Personal leave shall not be used during the last week of student attendance, except in an emergency, to attend education career-related classes or workshops, or to attend graduation ceremonies of members of the teacher's immediate family. Personal leave granted pursuant to this section may not be accumulated from year to year. Unused personal leave days will be reimbursed at the value of the daily substitute rate of pay. Such leave will not be unreasonably denied. (A 1993)

7.5.2 Teachers will be granted temporary leave to attend their child's or grandchild's planned special school events that are held during school hours. The substitute rate, whether in-staff or outside, will be paid by the teacher using the leave. A maximum of four (4) hours total per year per teacher may be used for this leave. (A 1994)

7-5-3 Teachers will be allowed to exchange two (2) sick leave days for one (1) additional personal leave day per contractual year. The original two (2) personal days (under 7-5-1) must be used prior to buying the additional personal day. There will be no reimbursement for the personal day bought, but not used (see 7-5-1). (A 2005)

7-6 Extended Leaves of Absences

7-6-1 Extended leaves of absence, without pay, of one (1) school year may be requested for: educational pursuits, extended personal or family illness, personal reasons, child care, adoption, leave for child rearing, exchange teaching, campaigning for or serving in a public or Association office, foreign or military teaching programs, cultural travel or work programs related to professional responsibilities, and military or alternative service. Such leave must be requested in writing by May 10th. A teacher requesting an extended leave of absence without pay may reserve the option of canceling the leave by requesting the option in writing as part of the leave application. If the leave is granted, the teacher may exercise the option of canceling the leave until but not after June 15th. Only post-probationary teachers may apply. Such leave must have Board approval. (A 1994)

7-6-2 A teacher on an extended leave of absence must file a written notice with the Superintendent on or before May 10th of the year following commencement of such leave stating whether or not the teacher plans to return to classroom duties with the District. Failure to give notice will result in forfeiture of the teacher's right of re-employment. (A 1994)

7.6.3 Extensions of the May 10th deadline in section 7-6-2 may be requested of the Superintendent if made in writing prior to April 20th. (A 1994)

7-6-4 A teacher returning from a leave of absence is not guaranteed the same teaching position s/he previously held, but is guaranteed a teaching position, provided, however, the provisions of the layoff article may supersede this guarantee. (A 1997)

7-6-5 It is the responsibility of a teacher on a leave of absence who wants information about his/her teaching assignment to contact District Administration to inquire about any changes or possible changes in his/her teaching assignment. It is the responsibility of the District to provide information currently available to the teacher. (A 1997)

7-7 Association Leave

Upon written request by the President of the Association and the approval of the Superintendent, not more than eight (8) days leave per year will be granted for Association business. The Association will pay the District at the substitute daily rate for these eight (8) days. The District will pay appropriate P.E.R.S. contributions, workers' compensation insurance premiums, and health insurance premiums for the number of days used under this leave provision. Such leave will not be unreasonably denied. (A 1997)

7-8 Emergency Leave

The principal may grant a teacher emergency leave, not more than once a year for emergency situations, without deduction from sick or personal leave, for a period not to exceed thirty (30) minutes. If the teacher will be absent for more than thirty (30) minutes, one-half (1/2) day sick leave or personal leave shall be deducted for the absence. (A 1992)

7-9 Leave without pay will be granted to employees in conformance with the Family and Medical Leave Act (FMLA). The twelve (12) month period used to determine the amount of FMLA leave available to the employee shall be July 1st of the year through the following June 30th. Employees shall be required to use all sick leave which would otherwise be available for the leave as part of the FMLA leave. (A 2009)

7-10 Sick Leave Bank

- A. Teachers may donate sick leave to the bank subject to the following:
 - 1. The donation period shall be once each year beginning on the first day of school and ending on September 15th. The donation is made by completing a form provided by the District and submitting it to the Superintendent's office. The Association and the District shall jointly notify teachers of the donation period each year. (A 1997)
 - 2. Each donating teacher will make an irrevocable contribution of up to two (2) days of leave for the school year. The determined amount of donation will be from zero (0) to two (2) days each year. Donation will be the smallest half-day increment which would make the total days in the bank equal to twice the number of teachers in the bargaining unit on the first day of school. Any days of leave in excess of twice the number of teachers in the unit will be added to the beginning balance for next year's bank. (A 1995)
- B. To qualify to receive days under this provision, the receiving employee must have contributed to the bank for the current school year and must comply with the following condition, if applicable: (A 1995)
 - a) s/he must suffer from a continuing sickness or disability;
 - b) the receiving employee must be otherwise eligible to use sick leave under section 7-1 of this Agreement;
 - c) the receiving employee has depleted his/her sick leave; and
 - d) the receiving employee is not eligible for workers' compensation benefits.
- C. A teacher may receive a maximum of twenty (20) days of leave from the bank in any one school year. (A 1995)
- D. A teacher who is granted leave under this section will retain his/her status as a District employee. (A 1995)
- E. The maximum number of days of leave which may be used from the bank by all eligible teachers in any one year is twice the number of teachers in the unit on the first day of the school year. All remaining leave shall be carried over to the next school year. (A 1995)
- F. In a year in which no additional contribution is required from the previous year's participants, new participants shall donate the amount contributed in the previous year. (A 1995)

ARTICLE VIII
Reduction in Force

- 8-1 The District shall initiate reduction in force, without negotiations, when it is necessary due to lack of funding or district reorganization. The District will provide such decisions and appropriate notification(s) in writing to the affected parties, the teacher(s), and the Association on or before April 15th of each year for the succeeding school year. The Association will be given the opportunity to confer regarding proposed reductions prior to effectuation. (Amended 6/25/02)
- 8-2 Prior to the implementation of a reduction in force pursuant to section 8-1, the District will provide the opportunity for teachers to voluntarily be reduced in force under the terms of this Article.
- 8-3 Any additional teacher reductions in force will be accomplished in accordance with the procedures hereinafter set forth.
- 8-4 Seniority
- 8-4-1 Seniority with the District will determine the order in which the teaching staff will be reduced; provided, however, that no teacher qualified to teach a particular assignment or grade level as evidenced by a current valid credential issued by the Nevada State Board of Education (NRS 391.031 and NRS 391.032) will be replaced by another teacher not certificated for such assignment as prescribed above. (Amended 6/25/02)
- 8-4-2 Seniority in the District will mean the total number of years or fractions thereof that the teacher has been employed as a classroom teacher within the District, except that in case of a teacher who has voluntarily terminated and subsequently been rehired, seniority will commence with the date of rehire. Seniority for employment in programs at the State Correctional Center and the Pershing County Learning Center (adult and alternative programs) shall be computed and maintained separately from each other and from the regular seniority. (A 2001)
- 8-4-3 In the event two (2) or more teachers have the same semester seniority, seniority will be determined by the actual date a teacher begins work. Seniority between two (2) teachers with the same starting date will be determined by drawing lots, after evaluating teacher license; teacher license endorsements acquired by February 1st; past professional experiences; other related work experiences; past and current experiences in the District including Highly Qualified status and evaluations. The lots will be drawn by the current School Board President, or Board Member designee, using the double draw system in which each teacher meeting the criteria for a Reduction in Force will draw his/her own number. Then the School Board President, or Board Member designee, will draw a second set of identical numbers. The first number drawn will then be the first person to be Reduced in Force and continued for a ranking order until all numbers have been drawn. (Amended 2009)
- 8-5 The District will provide an updated teacher seniority list annually on or before October 15th of each school year. The District will provide an updated list during the school year in the event any condition changes the seniority list after October 15th of that school year. (A 1995)

- 8-6 Teachers laid off due to reduction in force will be considered on unpaid leave of absence for two (2) years from the date of layoff. A teacher thus laid off for more than two (2) years will lose all seniority and recall rights. Each teacher on unpaid leave of absence due to reduction in force will have the right to reinstatement in the reverse order in which they were laid off at such time as there are openings for which the teachers are certificated.
- 8-7 Recall
- 8-7-1 When teaching vacancies occur during a time when any teacher(s) is on unpaid leave of absence due to reduction in force, the District will notify all teachers who may be certificated to teach in that vacancy of the existence of such vacancies. The Association will be given a written account of such notification.
- 8-7-2 A recalled teacher shall have a ten (10) day period after receipt of the notice within which to accept re-employment by giving written notice to the District. Failure to accept such re-employment within ten (10) days shall be conclusive evidence of rejection. If the notice is undeliverable at the teacher's last known address, the teacher's right to give the District notice of acceptance shall lapse twenty (20) days following mailing of the notice. Such mailing shall be certified with return receipt requested.
- 8-7-3 Seniority gained through employment in the State Correctional Center programs shall not be considered in determining recall to positions outside of the State Correctional Center programs. Seniority gained through employment in positions outside the State Correctional Center programs shall not be considered in determining recall to positions in the State Correctional Center programs. (A 1995)
- No teacher will be involuntarily transferred between a teaching position at the State Correctional Center and one at a regular school. (A 1995)
- 8-8 A teacher recalled from an unpaid leave of absence due to reduction in force will retain all previously accrued credits towards leaves of absence, experience credit for salary purposes, seniority in the system, any unpaid sick leave, and any additional credits which may have been earned while on leave of absence.
- 8-9 College or university course credit earned during leaves of absence due to reduction in force will be counted for salary purposes upon re-employment if such courses would have been credited had the teacher been continuously employed.

ARTICLE IX
Safety

- 9-1 Teachers will not be required to perform any duty or act which threatens anyone's physical safety.
- 9-2 Each principal will develop and communicate to the faculty emergency procedures which will include a method of communicating a need for assistance in emergency situations when a potential for physical harm is evident or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance. The provisions of section 9-2 will be implemented prior to the first day of student attendance.
- 9-3 When a teacher becomes aware of an actual or potential danger, or of an emergency situation, the teacher will immediately report such danger or emergency to the teacher's immediate supervisor. The supervisor will investigate and take appropriate action.
- 9-4 A teacher may only use reasonable physical restraint with a pupil when it is essential for self-defense or for the protection of other persons or property.
- 9-5 Teachers will report immediately cases of assault either suffered by them or for which they may be responsible and which occurred in connection with their employment.
- 9-6 First aid kits as recommended by the Pershing County Public Health Nurse will be provided to all teachers who request such a kit for their classroom. (A 1992)

ARTICLE X
Dues Deduction

- 10-1 The District agrees to deduct from the salaries of its teachers political contributions and dues for PCCTA, NSEA, and NEA, by monthly deductions in one sum as the teachers individually authorize the District to deduct, and to transmit the monies promptly to the Nevada State Education Association. Teacher's authorization will be in writing on forms provided by the Association.
- 10-2 The Association will certify to the District in writing the current rate of membership dues. The District will be notified of any changes in the amount to be deducted on or before September 10th of each school year. Further changes in the rates can be made during the school year. Written employee authorization of the rate changes must be submitted to the District office on or before the 10th of the month preceding the month in which it is to become effective. (A 1989)
- 10-3 Deductions referred to in section 10-1 above will be made in twelve (12) equal monthly installments beginning in September. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 10th of the month.
- 10-4 Any teacher desiring to have the District discontinue the deductions s/he has previously authorized must notify the District and the Association in writing between July 1st and July 15th of each year for that year's dues. (A 1992)
- 10-5 Upon any teacher's termination of employment or discontinuance of membership in the Association, the remaining amounts of money due the Association will be deducted from the teacher's final check(s). The Association hereby indemnifies and holds harmless the District from any liability that may arise from its application of this section.

ARTICLE XI
Salary

11-1 In Lieu of a salary decrease of .5% for PERS contribution, the District will offset with a salary increase of the .5%. (A2009)

2009-2011 SCHEDULE (A 2009)

Base	\$ 35,025	Education	Increment	\$1,557
Experience Increment I	\$ 1,350	Experience	Increment II	\$1,762

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$ 35,025	\$ 36,582	\$ 38,139	\$ 39,696	\$ 41,253	\$ 42,810
2	\$ 36,375	\$ 37,932	\$ 39,489	\$ 41,046	\$ 42,603	\$ 44,160
3	\$ 37,725	39,282	40,839	42,396	43,953	45,510
4	\$ 39,075	40,632	42,189	43,746	45,303	46,860
5	\$ 40,425	41,982	43,539	45,096	46,653	48,210
6	\$ 41,775	43,332	44,889	46,446	48,003	49,560
7	\$ 43,125	44,682	46,239	47,796	49,353	50,910
8	\$ 44,475	46,032	47,589	49,146	50,703	52,260
9	\$ 45,825	47,382	48,939	50,496	52,053	53,610
10	\$ 47,175	48,732	50,289	51,846	53,403	54,960
11	\$ 48,525	50,082	51,639	53,196	54,753	56,310
12	\$ 49,875	51,432	52,989	54,546	56,103	57,660
13	\$ 51,225	52,782	54,339	55,896	57,453	59,010
14		54,132	55,689	57,246	58,803	60,360
15	\$ 52,987	55,894	57,451	59,008	60,565	62,122
16				60,770	62,327	63,884
17			58,332	61,651	64,089	65,646
18					65,851	67,408
19						69,170
20	\$ 54,749	\$ 57,656	\$ 59,213	62,532	67,613	70,932
23			\$ 60,094	63,413		
25	\$ 56,511	59,418	60,975	64,294	69,375	72,694

- CLASS I Bachelor's degree.
- CLASS II Bachelor's degree plus 24 undergraduate semester or 16 graduate semester credits. (A 1997)
- CLASS III Bachelor's degree plus 40 undergraduate semester or 30 graduate semester credits. (A 1997)
- CLASS IV Bachelor's degree plus 54 undergraduate semester or 42 graduate semester credits or Master's degree. (A 1997)
- CLASS V Master's degree plus 20 graduate semester credits or Master's Degree plus 42 undergraduate semester credits. (A 1997)
- CLASS VI Earned Doctorate or a Master's Degree plus 60 graduate semester credits. (A 1994)

NOTE: All credits are semester hours and must be earned after the Bachelor's or Master's degree is conferred. If undergraduate and graduate credits are to be combined, the higher number of required credits must be used to move across the salary schedule. (A 1997)

VALID NEVADA CERTIFICATION IS REQUIRED FOR ALL CLASSES

- Note 1: At the beginning of each contract year, the salary adjustment for the experience and education increments shall be made automatically.
- Note 2: National Board Certification (NBC) Certified Personnel shall receive a 5% increase above their current contract salary for each year while holding the NBC, in addition to a one time \$2,500.00 bonus upon initial receipt of the certification. Upon renewal of the NBC, a \$1,000 bonus will be paid. (A2007)
- Note 3: Inlay teachers will receive a \$900 per year supplement to base pay. (A2007)

11-2 Extra Duty Salary Schedule (A2007)

	<u>2009-2011</u>
High School Head Coach (per season)	\$2,994
High School Assistant Coach (per season)	\$2,246
Choir (per year – responsibility for Middle School)	\$567
Choir (per year – responsibility for High School)	\$850
Band (per year – responsibility includes both Middle and High Schools)	\$1,416
High School Pep Band (per year – responsibility includes both Middle and High Schools)	\$1,416
High School Spirit Squad Advisor (per season fall-winter)(A2007)	\$1,872
High School Clubs (FHA,Close-Up,FFA,Academic Team,Block P,GAA)	\$754
High School Debate Team	\$754
High School Student Council Advisor	\$596
Honor Society Advisor	\$183
Class Advisor – 9 th – 12 th Grades (A 2009)	\$200
Prom Advisor (A 2009)	\$200
High School Graduation Advisor (A 2009)	\$200
High School Yearbook (A2007)	\$1,416
High School Drama (per production)	\$626
High School Concessions (per year)	\$1,248
High School Science Olympiad (2 positions) (A2003)	\$630
Safety Patrol	\$374
Elementary School Sports (Intramural – per minimum six week season)	\$425
Elementary Basketball (A2003)	\$425
Sign Language Club (6 positions) (A2007)	\$311
Elementary Choir (A2003)	\$425
Elementary Mileage Club (2 positions) (A2003)	\$563
Elementary Student Council (A 2009)	\$374
Elementary Yearbook (A 2009)	\$520
Elementary Photo Club (A 2009)	\$374
Middle School Interscholastic	\$607
Middle School Intramural Sports – per minimum six week season)	\$425
Middle School Spirit Squad (per season)(A2007)	\$425
Middle School Concessions (per year)	\$607
Middle School Yearbook (A2007)	\$520
Middle School Clubs/Activities (Environmental Club, Student Government, Academic Challenge, Performing Arts, Photography, or authorized organizations having successfully completed one full year of informal status)	\$374
Spelling Bee or Geography Bees	\$187
Athletic Director (non-administrative filled) with prep	\$5,200
Athletic Director (non-administrative filled) without prep	\$7,800

Note 1: The Senior High School Spirit Squad Advisor position may be performed by more than one person. If the position is held by more than one person, the compensation set forth above shall be divided equally by the persons jointly performing the duties of Senior High School Spirit Squad Advisor. The compensation for the other duties referred to above are per individual.

Note 2: The concession duty shall consist of the acquisition and preparation of the food and refreshments for all student sports activities including football, basketball, volleyball, track, baseball, and softball. The concession duty shall include (a) the responsibility for collecting money from the concession stands and depositing said money in the District's accounts, (b) the clean-up related to the concession operations after the sports activities, and (c) maintaining an inventory of the purchases and sales of commodities, stock and products related to the concessions. The concession duty shall not include the supervision of students working in the concession stands, said duty being an unpaid assigned duty of the teachers. (A 1992)

Note 3: The District may pay a stipend of one-half (1/2) the intramural rate to a teacher assigned a minimum three (3) week intramural program. (A 1997)

Note 4: When the roster of a team/squad reaches twelve (12), the Head Coach may request an Assistant coach. Football will have one (1) Head Coach and three (3) Assistant Coaches, one (1) of whom will be the JV Head Coach. The girls and boys' basketball teams and girls' volleyball teams will have a Head Varsity Coach and Head JV Coach. (A 2005)

11-1-1 Teachers who have elected to be paid through “direct deposit” will be paid on the Thursday following the regularly scheduled Board meeting. All other teachers will be paid on the 25th of every month. If the 25th of the month is on a holiday or

weekend, monthly paychecks will be issued on the last working day preceding the 25th. Teachers who elect “direct deposit” will receive their “paycheck stubs” on the day all other teachers are paid. (A 1997)

11-3 Personal Use of Vehicles

When required by the District, in writing, teachers using personal vehicles for District business may be reimbursed at the approved State of Nevada rate per mile.

11-4 Retirement

The District will pay the amount required by the Nevada Revised Statutes to the Public Employees Retirement System for teacher retirement. (A 1987)

11-5 In-staff substitute rate is equivalent to \$12.00 an hour (rounded to ¼ hour). (See Article VI, 6-4) (A 1999)

11-6 Pay for Unused Sick Leave

11-6-1 Teachers who have a minimum of ten (10) years of service with the District are entitled to payment of \$30.00 per day for unused accumulated sick leave upon voluntarily leaving employment with the District. (A 1993)

11-6-2 The amount paid out under this section in any school year shall not exceed an amount equal to the proceeds of one and a half cents (\$.015) of the ad valorem tax rate. Adjustments that may be needed to come within this limit will be made on a pro rata basis. (A2007)

11-7 Inservice Credits

11-7-1 Commencing September 1, 1991 a maximum of eighteen (18) units increment growth earned from completion of inservice courses and workshops may be used as graduate credit for advancement to classes 2 through 5 on the teachers' salary schedule. A maximum of six (6) credits earned prior to September 1, 1986 can be used towards this total. Inservice courses and workshops which were recognized by the District as graduate credit for advancement of a teacher on the schedule prior to July 1, 1997 will be recognized for advancement of that teacher to class 6 of the teachers' salary schedule. The remainder of the units required for class advancement must be completed at a recognized college, university, or extension center. (A 1997)

11-7-2 For the 2001-2002 school year only, the District will pay costs for recertification for specific program certified teachers serving one or more students in such programs as Reading Recovery and/or Bridges established by the District to enhance regular instruction. (A 2001)

11-8 Out-of-State Experience

The District may give credit for all out-of-state teaching experience for teachers hired after June 30, 1997. (A 1997)

11-9 Insurance

- 11-9-1 A major medical insurance program will be obtained for employees only by the District providing such a program is available.
- 11-9-2 The District will pay a premium not to exceed \$462.65 per month for employees only for medical, dental, life, and vision insurance. Appendix C will be added to show the costs. (A 2007)
- 11-9-3 In the event a change in premium is announced by the insurer which causes the premium to exceed \$498.33 per month, the Association may reopen negotiations on the provisions of this section. (A 2009)
- 11-9-4 The District agrees to provide to all employees qualified to be members of the Association the services necessary to offer the qualified employees the benefits available from the Internal Revenue Act of 1987, Internal Revenue Code, Section 125, as amended. The Association agrees that the only obligation of the District is to make the deductions and corresponding contributions that are requested in writing by the qualified employees. Prior to November 1, 1990, the qualified employees shall make an election of benefits, and the Association shall select the carrier for the twelve (12) month period beginning January 1, 1991. Thereafter, this election shall be made each year prior to November 1st for the twelve (12) month period beginning January 1st and ending December 31st. The Association agrees to hold the District and its employees harmless for any and all claims, demands, losses, liabilities, costs, or expenses of any nature, to include attorney's fees, arising from this benefit. (A 1990)

11-10 Teachers on Layoff

Under Article VIII, teachers may be eligible to continue participation at their own expense in the District's group insurance programs through the effective term of such layoff providing such participation is allowed by the insurer and the Nevada Revised Statutes. The period during which teachers may continue health insurance benefits under this Agreement shall include the first eighteen (18) months of "COBRA" coverage. It will be the responsibility of the teacher to make arrangements with the District business office to pay to the District the monthly premiums in advance of premium due dates. (A 1994)

11-11 NCLB

For teachers who must qualify for HQ status by 2006, he/she may apply for Title IIa funds to assist with costs associated with fees and tuition dependent on availability of funds. (Adopted 2003)

ARTICLE XII
Transfer and Reassignment

- 12-1 Definitions
- 12-1-1 A transfer is the movement of a teacher from one work location to another work location at a different work site.
- 12.1.2 Voluntary and involuntary reassignment is the movement of a teacher from one subject area to another subject area, or one grade level to another grade level, at the same work site. (Amended 6/25/02)
- 12.1.3 A vacancy is any position previously held by a teacher or a teaching position newly created by the Board. (A 1997)
- 12.2 Whenever a vacancy occurs, the Superintendent will notify the Association and post a notice of the vacancy. The notice shall be posted on at least one (1) bulletin board at each site no less than five (5) days before the application deadline. The notice will contain a description of the assignment, the desired qualifications, and any licensure requirements. (A 1997)
- 12.3 Voluntary Transfer and Reassignment
- 12.3.1 Request for transfer or reassignment shall be made on the forms provided by the District. The forms shall provide for the identification of a specific position for which the transfer and/or reassignment is requested. (A 1997)
- Teachers may submit to the District office a transfer and/or reassignment request whenever a specific vacancy is announced or at any time from April 1st through August 31st each year for any vacancies that may occur during the time period. (A 1997)
- 12.3.2 The District will consider all voluntary requests for transfer 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; past and current experiences in the District; college major and minor areas of concentration; degrees held; Highly Qualified status; other subject criteria peculiar to the position being sought; experiences in school and community activities. (A 2005)
- 12-3-3 When all other determinants are equal, current teachers of the District will be given a preference for voluntary transfers or reassignments. (A 1999)
- 2.4 No teacher so transferred and/or reassigned shall suffer loss of salary, fringe benefits, or seniority.

- 2.5 A teacher who is not selected for a requested transfer and/or reassignment may request a meeting with the appropriate administrator to review actions which the teacher may take to improve his/her qualifications for the position. The administrator will meet with the teacher within a reasonable period of time.
(A 1997)

12-4 Involuntary Transfer and Reassignment

- 12-4-1 The District will transfer and/or reassign teachers as necessary to meet the needs of the District. Reasons for involuntary transfer shall include declines in enrollment, reductions in force pursuant to Article VIII of this Agreement, modifications in programs or facilities in the District, opening and closing of new or old schools, and other justifiable reasons. No teacher will be involuntarily transferred between a teaching position at the State Correctional Center and one at a regular school.
- 12-4-2 The Board, in conjunction with the Superintendent, is authorized to make appointments of all employees to vacant positions based upon the needs of the District.
- 12-4-3 Involuntary transfers will occur only after the District has asked for volunteers to be transferred or reassigned. If the District determines that a qualified volunteer is not available, then it shall make the transfer or reassignment after considering the criteria set forth in paragraph 12-3-2.
- 12-4-4 When all other determinants are equal, a teacher with less experience in the District will generally be involuntarily transferred or reassigned first.
- 12-4-5 No teacher so transferred and/or reassigned shall suffer loss of salary, fringe benefits, or seniority.

ARTICLE XIII
Discharge and Disciplinary Procedures

- 13.1 No teacher will be discharged, disciplined, or suspended without just cause. The first full contract year for a teacher shall be regarded as a probationary period. A probationary teacher is employed on an annual basis and has no right to employment after a probationary contract year. The District has the option of giving a probationary teacher a trial year beyond the probationary year if the teacher's performance, as evidenced by his/her performance evaluations, so warrants. The trial year is defined as a second probationary year. If the District believes a probationary teacher will not be re-employed, it shall provide a notice to the probationary teacher no later than February 15th. (A 1994)

ARTICLE XIV
General Savings

- 14-1 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 the Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into negotiations within a reasonable length of time from the date of knowledge of such contravention to negotiate such provisions to comply with the law, or any changes in the Nevada Revised Statutes which are in contravention to the provisions of this Agreement. The remainder of the Agreement will remain in full force and effect.

ARTICLE XV
No Strike Clause

- 15-1 The Association agrees that it will not strike nor threaten to strike against the District. This clause shall be in full force and effect as long as the Nevada Revised Statutes prohibit strikes by teachers.

ARTICLE XVI
Term of Agreement

- 16-1 When ratified as hereinafter set forth, this Agreement will be effective July 1, 2009, and will remain in full force and effect until June 30, 2011. In the event the parties do not reach agreement before June 30, 2011, this Agreement shall remain in full force and effect until any of one of the following occurs: a) agreement is reached for a successor to this document; b) the impasse procedure provided in NRS 288.217 has been completed; (c) June 30, 2012. (A 2009)
- 16-2 This Agreement will not be binding upon either party until ratified by the Board of Trustees and the Association. This Agreement is signed this _____ day of _____, 2009. (A 2009)

IN WITNESS THEREOF:

For the PERSHING COUNTY
BOARD OF SCHOOL TRUSTEES

For the PERSHING COUNTY CLASSROOM
TEACHERS' ASSOCIATION

President

President

Clerk

Appendix C

2009-2010 INSURANCE PREMIUMS

INSURANCE PREMIUM RATES

The new 2009-2010 insurance premium rates are:

OPTIONS - PPO

EMPLOYEE ONLY (DISTRICT PAYS EMPLOYEE COVERAGE PREMIUMS)

Medical Insurance – SIERRA HEALTH & LIFE	\$ 446.35
Life Insurance – UNITED HEALTH & LIFE	\$ 4.50
Dental - BEST	\$ 29.65
Vision - MEDICAL EYE SERVICES	\$ 7.15
TOTAL	\$ 487.65

**Amount Employee Pays
for Dependent Coverage**

EMPLOYEE W/SPOUSE:

Medical Insurance	\$ 892.70	\$ 446.35
Dental Insurance	\$ 59.28	\$ 29.63
Vision Insurance	\$ 14.30	\$ 7.15
TOTAL	\$ 966.28	\$ 483.13

EMPLOYEE W/CHILD(REN)

Medical Insurance	\$ 848.07	\$ 401.72
Dental Insurance	\$ 73.05	\$ 43.40
Vision Insurance	\$ 15.30	\$ 8.15
	\$ 936.42	\$ 453.27

EMPLOYEE W/FAMILY

Medical Insurance	\$1,428.32	\$ 981.97
Dental Insurance	\$ 101.06	\$ 71.41
Vision Insurance	\$ 18.30	\$ 11.15
	\$1,547.68	\$1,064.53