

# **AGREEMENT**

**Between**

**CHURCHILL COUNTY SCHOOL DISTRICT**

**and the**

**CHURCHILL COUNTY  
ADMINISTRATORS' ASSOCIATION**

**2014-15**

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## **PREAMBLE**

WHEREAS, pursuant to the provisions of Chapter 288 of the laws of the State of Nevada, known as the local Government Employee Management Relations Act, the Churchill County Administrators' Association (CCAA) has been recognized as the exclusive bargaining representative for the unit hereinafter described by the Churchill County Board of School Trustees (Trustees), and

WHEREAS, the Trustees and CCAA recognize a common responsibility to work together in cooperation in order to achieve high quality education and to cooperate in their common aims and their employer-employee relationships.

NOW, THEREFORE, the said parties have as a result of joint discussions agreed upon the following terms concerning the conditions of employment for all members of the bargaining unit represented by CCAA.

## ARTICLE I – DEFINITIONS

- 1-1 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1-2 The term "Administrators", as used in this Agreement, shall refer to all administrative employees who are eligible for membership in the Churchill County Administrators' Association (hereinafter referred to as CCAA) with the exception of such Administrators who are excluded by NRS 288.
- 1-3 The term "Trustees", as used in this Agreement, shall mean the Board of School Trustees of the Churchill County School District and is the entity known as the Local Government Employer in NRS 288.060.
- 1-4 The term "CCAA", as used in this Agreement, shall mean the Churchill County Administrators Association and is the entity known as the Employee Organization in NRS 288.040.
- 1-5 The term "District", as used in this Agreement, shall mean the Churchill County School District.
- 1-6 The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Churchill County School District or the designated representative.
- 1-7 The term "Trustee" and "CCAA" shall include authorized officers and representatives. Despite references herein to "Trustees" and "CCAA" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-8 The term "School Year" shall 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 "Contracted School Year", as used in this Agreement, shall mean the days that an administrator is individually contracted for annually.
- 1-10 The term "Board" means the Local Government Employee Management Relations Board, as provided in NRS 288.030.
- 1-11 The term "Agreement" refers to the name of this document being the Administrator's Agreement between the Churchill County School District and the CCAA.
- 1-12 The term "Immediate Family", as used in this Agreement, shall mean the employee's parents, spouse, children, brothers, sisters, grandparents, great-grandparents, uncles, aunts, nephews, nieces, grandchildren, great-grandchildren, father-in-law, mother-in-law, son-in-

law, daughter in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, nephew-in-law, niece-in-law, granddaughter-in-law, grandson-in-law, great-grandson-in-law, great-granddaughter-in-law, step-parents, step-children, foster parents, foster children, and adopted children.

1-13 The term “day” as used in this agreement shall be defined, as “a day the district office is open for business.”

## **ARTICLE II – RECOGNITION**

2-1 The Trustees recognize CCAA as the exclusive representative of all Administrators employed by Churchill County Board of School Trustees with the exception of such employees as are excluded by NRS 288.

2-2 Any references to individual Administrators in this Agreement in masculine terms such as "he", "his", or "him", shall in every case be applicable to female employees as if they were written as "she", "hers", or "her".

## **ARTICLE III – FAIR PRACTICES**

3-1 CCAA must represent equally all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization on the basis of race, creed, color, national origin, sex, age, or handicap.

## **ARTICLE IV – NEGOTIATIONS**

4-1 Place of Meeting

All meetings will be held in a conference room at the Administration Building at 690 South Maine Street, Fallon, Nevada, or at such other locations as may be mutually agreed upon.

(2014)

4-2 Meetings will be held and scheduled by mutual consent. If meetings are held during school hours, no member of either team shall be subject to a salary deduction because of attendance at such negotiations meetings.

4-3 Records

Each party shall have the right to record all sessions in any manner appropriate.

4-4 Open vs. Closed Sessions

All sessions shall be closed except by mutual agreement to the contrary.

4-5 Agenda

A tentative agenda will be discussed at the close of each meeting. Items will not be considered for discussion other than those listed unless by mutual agreement of the negotiation panels.

4-6 Caucuses

Either party may call a caucus at any time.

4-7 Consultants

A consultant is not considered a part of or representing the negotiating panel and shall be consulted during negotiations only with respect to facts, information, and specific points when called upon. Whenever possible, a negotiating panel using the services of a consultant shall give the other party such advance notification as is possible of the attendance of a consultant at the next scheduled meeting and the reason for said consultant's presence.

4-8 Chairperson

Each negotiating panel shall designate its chairperson at the first of the initial meeting of the negotiating process. However, anyone may speak.

4-9 Tentative Agreement

Both parties shall sign each tentatively "agreed to" item. The chairperson of each respective team will do signing and signature by the chairman will represent panel support of the article tentatively agreed to.

4-10 Money Proposals

Any proposals, which will involve the allocation of monies, must include an estimate of the cost, based upon the best information available at the time of making the proposal.

4-11 Withdrawal of Items

Either party may, at any time, withdraw an item from its list of items to be negotiated, provided said item is not on the other party's list of items to be negotiated.

4-12 Impasse

In case of impasse in the course of negotiations concerning amendments to this agreement, the article of provisions at issue may be submitted to fact-finding in the manner provided for in NRS 288.

4-13 Scope of Negotiations

All provisions of Nevada Revised Statutes 288.150 will be followed for subjects to be negotiated and those not to be negotiated. (2014)

## **ARTICLE V – MEDIATION AND FACT-FINDING**

5-1 All provisions of Chapter 288, Nevada Revised Statutes, are made a part of this Agreement by reference.

## **ARTICLE VI – GRIEVANCE AND ARBITRATION PROCEDURE**

- 6-1 A grievance shall be defined as a dispute regarding the interpretation, application, or alleged violation of any of the provisions of this Agreement. An administrator of the school district covered by this Agreement or by CCAA may file a grievance.
- 6-2 Grievances may be brought by individuals or groups of individuals who are directly affected by the nature of this dispute. A grievance filed by CCAA involving more than one (1) Administrator in more than one (1) location may be commenced at Step Two of the Grievance and Arbitration Procedure by filing a written grievance.
- 6-3 A grievance as defined above must be filed in writing alleging which terms or provisions under which the dispute arises including the article and section of the agreement. (2014)
- 6-4 All grievances shall be handled in the following manner:

### **INFORMAL**

- 6-4-1 Both parties encourage employees covered by this agreement to resolve their problems with their appropriate supervisors whenever possible. The provisions of this article are not intended to preclude an administrator with a potential grievance from informally discussing the problem with their appropriate supervisor prior to filing a formal grievance; such discussions are not a part of the formal grievance procedure.

### **STEP ONE**

- 6-4-2 If the grievance has not been resolved as a result of the informal proceedings, must be filed in writing; include a listing of terms or provisions of this agreement under which the dispute arose; describe exactly how the agreement has been breached; and must be filed not later than fifteen (15) days after the administrator or the Association first knew (or should have known) of the act or condition upon which the grievance is based. A copy of the written grievance shall be submitted to the superintendent or his designee.
- 6-4-3 In the event a grievance is submitted to Step One in a timely manner, the Superintendent (or designee) and the supervisor being grieved shall meet with the affected Administrator and the designated CCAA representative within ten (10) days after receiving the grievance. It is expected that a meeting related to a grievance will be attended by the aggrieved person(s). At any meeting where the aggrieved person(s) cannot attend; the District will be notified in advance.
- 6-4-4 Within ten (10) days after the meeting, the Superintendent or designee shall submit a written response to the grievance to CCAA. Any resolution of the grievance shall be reduced to writing.

- 6-4-5 If the grievance is either denied or not settled at Step One of the Grievance Procedure, the grievance shall be deemed withdrawn unless timely submitted to Step Two.

### **STEP TWO (Board of School Trustees)**

- 6-4-6 In the event the grievance is not resolved at Step One, the affected Administrator may submit the unresolved written grievance to the Board no later than ten (10) days after receiving the written reply from the Superintendent.
- 6-4-7 If the Step Two grievance is not filed within the time limit, the grievance is withdrawn.
- 6-4-8 The Board shall meet with the affected Administrator and a representative of the aggrieved Administrator's own choosing at the next regularly scheduled Board meeting to hear the case of the grievance. It is expected that a meeting related to a grievance will be attended by the aggrieved person(s). At any meeting where the aggrieved person(s) cannot attend; the District will be notified in advance.
- 6-4-9 The Board shall forward its written response to the grievance within twenty (20) days after the meeting referred to above.

### **STEP THREE**

- 6-4-10 The CCAA, after the receipt of the response from the Board, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Superintendent or designee written notice of the intent to arbitrate no later than fifteen (15) days after receiving the Board's written response. (2014)
- 6-4-11 Within fifteen (15) days of receipt of written notice to arbitrate, the Superintendent and the CCAA and the individual Administrator, as provided for in the preceding section, shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If within fifteen (15) days the parties are unable to agree on an arbitrator, a request for a list of seven (7) arbitrators shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. Within ten (10) days of the receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternately striking one name until the name of one-arbitrator remains who shall be the one to hear the dispute in question. The CCAA shall strike the first name. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator. The selected arbitrator shall be asked to conduct the arbitration as soon as possible after his or her selection, but not later than thirty (30) days.
- 6-5 The arbitrator's decision shall be submitted in writing to all parties and shall be final and



binding, unless previously determined to be otherwise including payment of damages, on all parties to the Agreement, unless he/she exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by Federal Labor Law decisions.

- 6-6 The expenses of arbitration, including the arbitrator's fees/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the District and the CCAA. It is understood and agreed only the CCAA has the right to request arbitration. If the request for arbitration is withdrawn, the expenses will be borne by the CCAA or the grievant.
- 6-7 The time for a grievance meeting must be approved by the Superintendent or his designee and by the CCAA and the grievant. It may occur during or outside the workday. In the event a grievance meeting is scheduled and held during the workday, Administrators covered by this Agreement who participate in such a meeting shall do so without loss of pay.
- 6-8 A grievance shall be decided in favor of the aggrieved Administrator if the time limitations are not observed by the school district.
- 6-9 Time limitations may be extended by mutual agreement of both parties.

## **ARTICLE VII – USE OF FACILITIES**

- 7-1 The CCAA shall have the right to use school mailboxes and the interschool mail service for the distribution of responsible material initiated by the CCAA. Copies of all materials shall be given to the Superintendent. The materials will be clearly identified and the CCAA accepts the responsibility for such material. If the privilege extended therein is misused by the CCAA or any of its designated representatives, it may be immediately revoked by the Superintendent. The individual Administrators will not be prohibited from the responsible use of the school mail service.
- 7-2 From the effective date of this Agreement to its termination, the CCAA shall be allowed the use of school buildings and premises for Association meetings.

## **ARTICLE VIII – ASSOCIATION LEAVE**

- 9-1 For each separate fiscal year covered by the term of this Agreement, the CCAA officers will be allocated a total of ten (10) days leave to attend Association meetings, conferences, legislative sessions and conventions. These days must be applied for and approved by the Superintendent. It shall be the Superintendent's decision to make the days at no loss of pay.

## **ARTICLE IX – EXTENDED LEAVES OF ABSENCE**

- 9-1 After three (3) year's employment with the District, an Administrator may be granted a leave of absence for the following purposes subject to approval of the Superintendent and the Board:
- 9-5-1 Personal or family situations which will require the release of the Administrator from his contractual responsibilities and are not covered under the provisions of the Family and Medical Leave Act (FMLA).
  - 9-5-2 Study or other professional improvement.
  - 9-5-3 Other leaves of absence.
- 9-2 Administrators while on one of the above-mentioned leaves may continue to participate, at their expense, in the group health insurance plan. Administrators while on such leaves are not eligible to receive a salary, sick leave, or retirement credit.
- 9-3 Benefits to which Administrators were entitled at the time their leave of absence commenced including unused accumulated sick leave shall be restored to these Administrators granted leave pursuant to the Article upon their return. An Administrator shall be assigned to the same position, which s/he held at the time the leave commenced. Administrators returning from such leave shall notify the District prior to April of the prior school year which precedes the dates of their intended return to service.
- 9-4 All leaves and extensions or renewals of leaves shall be applied for and granted or denied in writing.
- 9-5 Sabbatical Leave
- 9-5-1 A leave of absence for a period not to exceed twelve (12) months may be granted to an Administrator who wishes to pursue study or other activities that are directly related to his work assignment. The leave granted under this Article shall be to allow the Administrator to improve practical skills and knowledge regarding current work procedures, technology, and innovations in the area of his assignment. To be eligible for leave, the Administrator must have completed seven (7) full years of continuous administrative service with the District. A twelve (12) month extension of this leave may be granted by the Board. This leave may be granted only once every seven (7) years. The Board may, at its discretion, limit the types and number of leaves granted annually and may deny any such leaves when determined to be detrimental to the instructional program of the District.
  - 9-5-2 Salary shall be at one-third (1/3) of the Administrator's annual rate in effect during the Sabbatical leave year exclusive of any extra duty pay. An Administrator approved for Sabbatical leave who wishes to be paid while on leave shall furnish a surety bond indemnifying the District against loss in the event the Administrator

fails to render the minimum service required after return from leave. If the Administrator does not wish to furnish a surety bond, payment of Sabbatical leave salary is to be made in twenty-four monthly installments added to the salary received by the Administrator during the two years following the year in which the Sabbatical leave is taken. The group medical insurance premiums normally paid by the District shall be continued during Sabbatical leave but no other employee benefits shall be paid during the period of the Sabbatical. The Sabbatical leave shall count for an experience increment.

- 9-5-3 An Administrator must agree to return to Churchill County School District for a minimum of two (2) school years following Sabbatical leave and must submit a report, which describes and evaluates the Sabbatical leave.

## **ARTICLE X – SICK LEAVE**

10-1 Sick leave is leave that is granted an administrative employee under the terms of this agreement who is unavoidably absent because of personal illness or injury or because of serious illness or injury in the employee's immediate family. Up to ten (10) days, deducted from the employee's accumulated sick leave, will be allowed for family illness in any given year.

10-2 Administrative employees covered by this agreement shall be credited with fifteen (15) days of sick leave at the beginning of the contract year.

10-3 Employees on the Administrative salary schedule may have an accumulation of sick leave equal to the term of the Administrator's contract. (2014)

10-4 Absence due to sick leave will be compensated leave to the extent the employee has earned or accrued sick leave in accordance with the above provisions.

10-5 Administrators leaving the employment of Churchill County School District shall be paid at the rate of forty dollars and no cents (40.00) per day equaling the total number of days of their annual contract for unused sick leave providing they have:

10-5-1 Five consecutive years of contracted employment in the District.

10-5-2 Notified the District by June 30<sup>th</sup> of their intent to terminate at the end of the contracted work year.

10-5-3 Not been dismissed pursuant to NRS 391. (2005)

10-6 Sick Leave Bank

10-6-1 The Sick Leave Bank assists Administrators who have a long-term illness or disability and who have exhausted their sick leave. The Churchill County School

District business office will automatically deduct one (1) sick leave day from all Administrators in the Churchill County School District unless they, the administrator, notifies the business office before the first pay period of the new contractual year. (1997)

10-6-2 Administrators with the maximum accrued sick leave will donate unused sick leave from the current year to the Administrators' sick leave bank. This will be done automatically at the end of the contract year. The total number of bank days cannot exceed 207 in any one-year. (1999)

10-6-3 Administrators may convert unused sick leave to PERS service credit according to District Policy 4810 before any sick leave is donated to the sick leave bank. (2014)

10-6-4 Requests for days from the sick leave bank will be submitted, with a medical verification, to the CCAA President or his designee who will, with the Sick Leave Bank committee (which will consist of the CCAA President, a CCAA member and a representative approved by the superintendent), review the request and upon approval, submit it to the Business Office. (2014)

10-6-5 After an administrator has used twenty (20) days from the sick leave bank, he/she may ask the membership for additional days from the bank in ten (10) day increments. Requests for these additional days from the sick leave bank will be submitted, with a medical verification, to the CCAA President or his designee who will, with the Sick Leave Bank committee, review the request and upon approval submits it to the district Business Office. (1997)

10-6-6 When the total number of sick leave bank days is depleted the President of CCAA will solicit additional days from the membership once each school year. No more than two (2) days per member may be donated during the additional request period.

10-6-7 An annual statement of participation in the sick leave bank will be provided to the CCAA by the District Business Office. (1994)

10-7 In the situation when an Administrator accumulates one full year of sick leave, CCSD will automatically convert the excess days to the Administrators PERS account, unless otherwise notified by the Administrator. (2015)

## **ARTICLE XI – BEREAVEMENT LEAVE**

11-1 Full time Administrators will be granted a leave of absence of not more than ten (10) consecutive working days with pay, per occasion, to be deducted from sick leave for bereavement in the immediate family (as identified in Article 1-12). Extension of this leave may be granted by the Superintendent.

11-2 The Superintendent may grant up to, but not to exceed, five (5) consecutive working days

of bereavement leave, per occasion, when, in his/her opinion, the situation is not covered in 11-1.

## **ARTICLE XII – PERSONAL LEAVE DAYS**

12-1 Leave shall be granted, with deduction in pay limited to the amount reimbursed, if any, by the court, for any Administrator required to be absent from assigned duties by reason of his or her appearance as a witness for the District or juror in a court of law. Leave in this category shall be limited to those instances in which the Administrator's attendance is compelled by a duly issued subpoena or court summons.

12-2 Each administrator shall be granted two (2) days of personal leave each year at no salary deduction. Should an administrator not use either of the two days, then s/he may choose to have one (1) day carried over to the next contract year, not to exceed three (3) days in any one year.

Additional days may be considered at the Superintendent's discretion. Except in the cases of emergency, three (3) days' advance notice of intent to use such leave will be given.

(2005)

12-3 If an administrator does not use any or all of the personal leave days, and chooses not to carry the days forward to the next school year, he/she may on or before the last day of school on a form provided by the district, elect to:

(2014)

12-3-1 Convert the unused day(s) to sick leave; or

12-3-2 Receive payment from the district of forty-five dollars and no cents (\$45.00) per day.

(2005)

## **ARTICLE XIII – PROFESSIONAL COMPENSATION**

13-1 Effective July 1, 2013, in lieu of any adjustment to the salary table (ranges), the District will pay an additional 1% portion of the PERS contribution rate. This represents the employees' portion of the increase (per NRS 286.421) to the overall contribution rate for FY 2014.

(2014)

13-2 The District shall provide health insurance without cost to employees covered by the Administrators bargaining unit.

(2011)

**CHURCHILL COUNTY SCHOOL DISTRICT  
PRINCIPALS, VICE-PRINCIPALS AND LICENSED SUPERVISORS  
FY 2014-15**

**1. BASE:**

PRINCIPAL & SUPERVISOR	\$ 57,857
VICE-PRINCIPAL	\$ 53,696

**2. TIME FACTOR:**

202 DAYS	1.13
207 DAYS	1.16
212 DAYS	1.18
232 DAYS	1.30

**3. EXPERIENCE AND EDUCATION FACTOR:**

YEARS	MA	MA+15	MA+30	MA+45	MA+60
0	-	-	-	-	-
1	0.02	0.04	0.06	0.08	0.10
2	0.03	0.05	0.07	0.09	0.11
3	0.05	0.07	0.09	0.11	0.13
4	0.06	0.08	0.10	0.12	0.14
5	0.08	0.10	0.12	0.14	0.16
6	0.09	0.11	0.13	0.15	0.17
7	0.11	0.13	0.15	0.17	0.19
8	0.12	0.14	0.16	0.18	0.20
9	0.14	0.16	0.18	0.20	0.22
10	0.15	0.17	0.19	0.21	0.23
11	0.17	0.19	0.21	0.23	0.25
12	0.18	0.20	0.22	0.24	0.26
13	0.21	0.23	0.25	0.27	0.29
14	0.24	0.26	0.28	0.30	0.32
15	0.27	0.29	0.31	0.33	0.35
16	0.30	0.32	0.34	0.36	0.38
17	0.33	0.35	0.37	0.39	0.41

6% of Base for Doctorate and National Board Certification

**4. SUPERVISION AND RESPONSIBILITY FACTOR:**

ELEMENTARY PRINCIPAL	0.16
ELEMENTARY VICE-PRINCIPAL	0.06
MIDDLE SCHOOL PRINCIPAL	0.21
MIDDLE SCHOOL VICE-PRINCIPAL	0.11
HIGH SCHOOL PRINCIPAL	0.24
HIGH SCHOOL VICE-PRINCIPAL	0.13
LICENSED SUPERVISOR	0.13

**5. SALARY = SUM OF THE FACTORS TIMES THE APPROPRIATE BASE**

13-3 The District agrees to provide to all employees qualified to be members of this Association, the services necessary to offer them the benefits available from the Internal Revenue Act of 1978, Internal Revenue Code Section 125, as amended. The Association agrees that the District's only obligation is to make the deductions and corresponding contributions that are requested in writing by the qualified employees.

The employee's election shall be made to conform to the calendar year on a date

established by the District in sufficient time for participants to consider their needs.

The Association agrees to hold the District and its employees harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees arising from this benefit.

13-4 The Churchill County School District shall accept an undergraduate course as full credit if:

13-4-1 The course is to be taken for meeting licensure requirements.

13-4-2 The course is taken to improve expertise in area certification.

All other undergraduate credits count 2/3 of a credit. Quarter hours are converted to semester hour units by multiplying quarter hour units by 2/3.

Graduate credit shall be considered as full credit.

All in-service credits, which are associated with educational enrichment of said administrator, would be accepted on the Churchill County School District salary schedule. (1997)

The District shall continue to offer in-service course credits during each school year at no cost to Administrators. All in-service credits shall be considered as full credit for advancement on the salary schedule. A maximum of thirty-five (35) in-service credits may be used for advancement on the salary schedule. An employee is eligible for a maximum of six (6) district-paid in-service credits each school year. (1994)

13-5 Administrators who are allowed to make mileage claims when using personal cars for the conduct of business will be allowed the option of collecting the remuneration based upon the standard rate or be provided a letter which will satisfy the IRS so the expenses can be legally deducted.

13-6 Award of \$250 as payment for the annual executive physical of expenses not covered by the existing insurance policy.

13-7 Administrators who provide the District, no later than February 1<sup>st</sup>, written notification of their intent not to return the following year, will be awarded a one-time stipend of five hundred dollars (\$500.00). Once the resignation has been submitted, it is binding on the employee and may not be rescinded. Payment of the bonus shall be made on the employee's final paycheck from the District. (2014)

13-8 The District may decide that an Administrator is required to be available by cell phone as part of his/her job duties and responsibilities. Should this be the case, the District will provide the employee with a District-approved cell phone at no charge to the Administrator. If the District determines that the Administrator is required to carry a cell phone to be available for District business and the Administrator has a personal cell phone

acceptable to the District that s/he prefers to use, the District will reimburse the Administrator at a rate of \$45.00 per month, over a 12 month period, for using his/her cell phone for District business. (2014)

13-9 CCSD will provide all CCSD Principals and Vice Principals an NIAA Pass, which allows the administrator admission into all NIAA contests. (2014)

13-10 If an administrator earns sufficient credits to move over on the experience and education factor on the salary table, then it will be effective on the first day of the second pay period after the credits have been submitted to the District. (2014)

## **ARTICLE XIV – NO STRIKES/WORK STOPPAGES**

14-1 It is hereby agreed by the CCAA that there will be no strikes, stoppages of work or slowdown of the operations of the District during the term of this Agreement.

## **ARTICLE XV – REDUCTION IN FORCE**

15-1 The District retains the right to determine when a reduction in force/layoff is necessary and the areas within which such reductions in force will occur. The CCAA will serve in an advisory capacity to the Superintendent. (2000)

15-2 Subject to 15-1 above, the District agrees to the following: If the board of trustees determines that a reduction in the existing workforce of the licensed educational personnel in the school district is necessary, the Churchill County School District shall determine the proposed order in which the administrator staff shall be reduced provided, however, that no administrator qualified for a particular assignment – as evidenced by a valid credential issued by the Nevada State Board of Education shall be replaced by another administrator not qualified for such assignment as prescribed above. The board of trustees will use the following criteria to make their determination:

Seniority with the Churchill County School District (as described in 15-2-3);

Whether the administrator has received a national board certification or doctorate degree in a related field;

Number of credits earned past a Master's degree.

15-2-1 If seniority is part of the criteria for reduction in force, individual seniority shall be determined by using the following criteria in rank order listed beginning with 15-2-3-1: (2011)

15-2-2 Seniority as an administrator in Churchill County School District is the total number of years as an administrator in Churchill County School District. (2011)



15-2-3 If there is a tie under 15-2-3-1 seniority as an administrator in Churchill County School District is the total number of years as an administrator in Nevada. (2011)

15-2-3-1 If there is a tie under 15-2-3-1 and 15-2-3-2 seniority as an administrator in Churchill County School District is the total number of years as an administrator and teacher in Nevada. (2011)

15-2-4 Administrative employees who become involved in a reduction in force procedure are to be assigned to the next equivalent administrative position, in accordance with their certification and qualifications that become available. If no equivalent position becomes available, they will then move to the next lower available administrative position at no salary penalty on the salary schedule for one year. (2000)

15-2-5 Administrators who are reduced in force when no other administrative position is available will be placed in a teaching position in accordance with their certification and qualifications if there is a vacancy. When there are more administrative employees than reappointment positions, provisions in 15-2-3 will apply.

15-2-6 Administrators who (because of reduction in force) are placed in a teaching position will retain all previous administrative and teaching seniority.

15-3 The District will recall employees by written notification (certified mail, return receipt requested) in the reverse order to their reduction provided that the employee is currently certified if required, and qualified for the new position. Recall notice shall be sent to the employee's last known address on file with the Superintendent. The employee must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work. The employee will have twenty (20) school days to return to duty. The recall right for employees on layoff shall continue for two years, subject to the notification requirements. However, if before the end of the two-year period an employee refuses a District position for which he is certified and qualified to hold, the employee's layoff rights are terminated.

## **ARTICLE XVI – PROGRESSIVE DISCIPLINE**

16.1 All discipline related to Churchill County Administrators will comply with NRS Chapter 391 as amended through the Nevada Legislature. (1998)

The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Disciplinary action against an administrator will be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe.

Except for incidents of a serious nature as defined in NRS 391.312, progressive discipline action shall generally follow the pattern of:

#### 16-1-1 Oral Warning

16-1-1-1 Supervisor must verbally communicate the deficiencies to the administrator regarding his/her performance or behaviors.

#### 16-1-2 Written Notification

16-1-2-1 The supervisor must, in writing, communicate the deficiencies to the administrator regarding his/her performance or behavior that must be changed/improved.

16-1-2-2 The supervisor must, in writing, describe the deficiencies in which change/improvement is required. The supervisor must provide positive direction for the administrator for the required change/improvement.

16-1-2-3 The administrator must have written acknowledgement of receipt of the personal notification.

#### 16-1-3 Admonition/Suspension

16-1-3-1 An admonition must be provided to an administrator as separate document or in conjunction with a suspension. The supervisor in written admonition must notify the administrator that improvement is required and the continuation of the deficiencies may result in further disciplinary action.

16-1-3-2 If warranted, the supervisor before an admonition/suspension of an administrator must do an investigation. The administrator must be allowed to defend himself/herself in the investigation with an advocate or legal counsel. This meeting must occur with the administrator's superior within ten (10) school days of the request for the meeting.

16-1-3-3 The administrator must sign a written acknowledgement of receipt of the admonishment/suspension. This signature of written acknowledgement denotes receipt only.

#### 16-1-4 Demotion, Non-Renewal or Dismissal

16-1-4-1 The Superintendent shall give written notice of recommendation before demotion, non-renewal or dismissal of an administrator. The administrator must be notified by certified mail regarding demotion, non-renewal or dismissal.

16-1-4-2 If the superintendent feels demotion, non-renewal or dismissal of an administrator is warranted, the superintendent must notify the administrator of the grounds at least fifteen (15) days before the recommendation goes to the Board of Trustees.

16-1-4-3 The administrator is entitled to an appearance with the Board of Trustees to present his/her side of the dispute in the case of demotion, non-renewal or dismissal of an administrator, prior to the Board of Trustees' action with regard to the Superintendent's recommendation.

16-1-4-4 The administrator and district can request a Hearing Officer to hear the case before a decision is rendered on demotion, non-renewal or dismissal.

## **ARTICLE XVII – TERMS OF AGREEMENT**

17-1 When ratified as hereinafter set forth, this agreement shall be effective and remain in full force and effect for two years from July 1, 2014 until June 30, 2016. (2014)

17-2 This agreement shall remain in full force and effect from year to year thereafter until both the CCAA and the Board ratify a successor agreement.

17-3 Either party shall give written notice to the other on or before February 1 of the second year of its intention to reopen certain provisions of this agreement and/or additions and to negotiate the terms of these contract provisions. In the interim year, any one (1) article in addition to the salary provisions (including the salary table) and the benefit provisions shall be negotiable. (2015)

17-4 This agreement shall not be binding upon either party until ratified by CCAA and the Board.

## **ARTICLE XVIII – COMMUNICATION AND POLICY CHANGE**

18-1 When changes are to be made with reference to district Policy, the Association will be notified of such changes and if possible will have prior notification. (2005)

## **ARTICLE XIX – VACANCY**

19-1 Administrative vacancies occurring after July 1 and deemed an emergency by the Superintendent can be filled by appointment by the Superintendent. This option will be used to minimize disruption to the educational process. (2005)

19-2 The Association will be informed of any appointments and the reason it was deemed an emergency. (2005)

19-3 All in-district administrative applicants will be afforded the opportunity to interview if the interview process is used. (2005)

## **ARTICLE XX – ADMINISTRATOR PROTECTION**

The District will defend its Administrative personnel in any civil litigation or other damage claim arising from the Administrator's conduct within the course and scope of his/her employment with the District. The extent of such legal assistance is that available in connection with liability insurance, which is and shall be maintained by the District for that purpose.

## **GENERAL SAVINGS CLAUSE**

If any provisions of this Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**IN WITNESS THEREOF, the parties have hereunto set their hands this 14<sup>th</sup> day of May 2015.**

<b>BOARD OF SCHOOL TRUSTEES</b>	<b>CHURCHILL COUNTY</b>
<b>CHURCHILL COUNTY SCHOOL DISTRICT</b>	<b>ADMINISTRATORS' ASSOCIATION</b>

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Clerk**

\_\_\_\_\_  
**Secretary/Treasurer**

## **Memorandum of Understanding (MOU)**

The administration intends to revise District Policy 4811 – Early Retirement Incentive Plan.

Policy 4811 relates to employee salary or wages or other forms of direct monetary compensation. Therefore, in accordance with NRS 288, any alterations made to the Policy will be done via the collective bargaining process.

The policy committee will be reviewing this policy and invite CCAA to attend the committee meeting where the policy is on the agenda.

This MOU will be in effect for the 2015 contract year only.

(2015)