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Exhibit 1
Grievance Procedures
Grievance Procedures

Sent by Sharla Hales, Attorney

The board president may choose to allow clarifying questions as the hearing proceeds.

1. The Association presents their entire case. If there are any witnesses, the Administration can cross-examine them.

2. The Administration presents their entire case. If there are any witnesses, the Association can cross-examine them.

3. The Association presents a rebuttal to any new evidence or issues presented by the Administration. While this rebuttal could be limited to addressing new evidence and issues brought up by the Administration, it is typically used as a response, rather than a rebuttal. Whether this is acceptable and allowed is up to the Board president.

4. The Administration presents a rebuttal to any new evidence or issues presented in the Association's rebuttal. Again, this technically could be limited to addressing new evidence and issues brought forward in the Association's rebuttal, but typically it is used instead as a response to the Association's rebuttal.

5. The Association and Administration take questions from Board members.

6. The Board deliberates and comes to a decision. The Board may choose to postpone action if a litigation session is needed prior to action.
Exhibit 2
Level 1 Grievance
July 31, 2019

Phyllis Dowd  
Business Services  
Churchill County School District  
690 S. Main St.  
Fallon, NV 89406

RE: Secretary Driving Delivery Truck

Dear Ms. Dowd,

It came to my attention on July 25th, 2019, that the Churchill County School District is using a school secretary to drive a truck making supply deliveries to various places within the District since you no longer have a warehouseman. As I’m sure you are aware this work is not within the job description of a school secretary and is in violation of the District job descriptions for a secretary. I am aware of one accident that nearly injured this person who is not qualified to perform this work.

As such, this letter shall serve as notice of a formal grievance as per Article V, Grievance Procedure, of our Collective Bargaining Agreement. We ask that this work, which is in violation of our Collective Bargaining Agreement, be ceased immediately and that a meeting be scheduled as soon as possible to address and resolve this issue.

Please contact Gaylene Drinkut to schedule this meeting.

Cordially,

[Signature]

Mike Osborn  
AFT National Representative
cc: Gaylene Drinkut, Chapter #5 President
    Mike Langton, Legal Counsel
Exhibit 3
Level 1 Response
August 6, 2019

Mike Osborn
AFT Nevada
125 W Center St
Fallon, NV 89406

Reference: July 31, 2019 Grievance: Secretary Driving Delivery Truck
August 1, 2019 Grievance: Account Technician Driving Delivery Truck

Dear Mr. Osborn,

This letter is my written response to your grievances submitted to me on July 31, 2019 and August 1, 2019, both regarding a classified staff member making deliveries which you allege is a violation of the agreement between the District and Nevada Classified School Employees Association. As required by paragraph 5-4-1-4, I met with Gaylene Drinkut on August 1, 2019 to discuss these grievances. It is my understanding that you were not available to attend the meeting. Also not present was the employee that was referred to, but not named in the two grievances. Ms. Drinkut stated during the meeting that the grievances were not for an individual, but for all employees in the same positions. I will address both grievances as Ms. Drinkut did not withdraw the first one submitted when she gave me the second one.

In the grievances submitted, the article in the classified agreement that was violated was not identified as required per paragraph 5-4-1-1. At our meeting, Ms. Drinkut was unable to identify the article. I have included the current language for that paragraph below.

5-4-1-1 A grievance as defined, must be filed in writing, alleging which terms or provisions of this agreement and/or school trustees’ policy under which the dispute arose, and must be filed no later than fifteen (15) days (as defined in Article 1-18) after the classified person or the Association first knew, or should have known, and received proper notification of the act or condition upon which the grievance is based.

www.ChurchillCSD.com
Furthermore, paragraph 5-3 of the classified agreement encourages both parties to try and resolve problems informally, whenever possible. I believe that was possible in this instance and I am disappointed that the Association did not make the attempt. Additionally, I am concerned that the Association did not attempt to speak with the employee referred to in the grievances or other employees with the same job descriptions to solicit their opinions regarding their job duties. As their representative, I would think their opinions would be important to you, not to mention the accuracy (or inaccuracy) of the claims made (first grievance for secretaries).

The submitted grievances claim the work being done by the classified staff is not within the employee’s job description and therefore is in violation of the job description. A violation of the job description is not grounds for a grievance. I will address the job descriptions individually to clear up any misunderstanding between the Association and the District.

The person referred to in the July 31, 2019 grievance is not a secretary and she does not follow the job duties in the secretarial job descriptions.

During the meeting with Ms. Drinkut, we discussed the job description for Account Technicians. I believe the duties of the person referred to in the August 1, 2019 grievance was working within her job description. In the Account Technician’s job description, essential functions 5, 6 and 7 are all related to purchasing and that is a part of her duties. Also of note is the last phrase in 7, “and provides assistance for surplus asset disposal”, as that was exactly what the employee was doing at the time. Ms. Drinkut believes assistance is doing paperwork of a secretary and I disagree. There is no way for a job description to capture every single job duty that employees handle every day, but we try to summarize the duties expected to be performed by the employee. Also in the job description are the physical capacity requirements and driving is listed.

Ms. Drinkut asked why I didn’t hire a substitute with the skills necessary to do the work. I pointed out that the employee had the skills from a previous position. Also, training was provided on how to operate the pallet jack by Rafe Brown on approximately June 17, 2019 and the lift gate on the box truck by Dustan Drinkut on July 12, 2019. That training was performed in the same format as other on the job training, examples of which include operating a shredder, mail machine, copier, etc. Ms. Drinkut said she’d follow up with the others to confirm the training and I respectfully ask that she recuse herself as Dustan Drinkut is her husband.

During the meeting I gave the following to Ms. Drinkut and they are attached to this letter:

- June 7, 2017 Board memo for hiring Debbie Lund; it has the statement that she “understands the requirements for purchasing”, among other skills.
- The business office staff webpage with titles and area of focus for the three classified staff that work in the business office.
- The job description for the account technician.
In conclusion, I do not believe that the District has violated the classified agreement, therefore I am denying both grievances.

Respectfully,

Phyllis Dowd
Director of Business Services

CC: Gaylene Drinkut, NCSEA Chapter President (via email to drinkutg@churchillcsd.com)
Mike Langton, AFT Legal Counsel (via email to mlangton@sbcglobal.net)
Exhibit 4
Level 2 Grievance
August 13, 2019

Summer Stephens, Superintendent  
Churchill County School District  
690 S. Maine Street  
Fallon, Nevada 89406

RE: Account Tech Driving Delivery Truck

Dear Ms. Stephens,

This letter shall serve as official notice of our Step Two grievance regarding Ms. Dowd, Business Services office, having an Account Tech driving a delivery truck to deliver supplies to various places within the District.

The first step grievance was filed with Ms. Dowd and we received her response by email on August 6, 2019. I have notified her of our rejection of her response and we are now moving this to your office at step two of our grievance procedure. I am unable to get the attachments from her response to forward to you by email but I will mail copies of those to you by U.S. Mail today since I am currently on assignment in Phoenix, Arizona.

Please contact Gaylene Drinkut, Churchill Chapter President to schedule a date and time to hear this grievance.

Cordially,

Mike Osborn  
AFT National Representative

cc: Gaylene Drinkut, Churchill Chapter President  
M. Langton, Legal Counsel
Exhibit 5
Level 2 Response
September 3, 2019

Dear Mr. Osborn,

I am responding to the NCSEA’s Level 2 grievance concerning the account technician working out of her job description.

The CBA defines “grievance” as “any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions in this agreement...” (5-1-1). In your Level 2 grievance, you did not cite any allegedly violated provision of the agreement, nor did President Drinkut or Mr. Gross cite any provision in our August 22, 2019 meeting. I can see no provisions of the CBA that have been violated by the Director of Business Services assigning warehouse surplus duties to an account technician for a portion of her duties. There is no evidence of a violation of the negotiated agreement.

In the August 22, 2019 meeting, President Drinkut expressed the primary concern that assigning work including use of the box truck and pallet jacks to account technicians was a violation of the CBA. In addition, she and Mr. Gross made the following points:

- Additional training is required for this type of work
- They have no record of specific training anyone has had regarding the training they are suggesting, and
- The language of the job description was intended to be about completing the paperwork/office components of the surplus and warehouse duties, not physical work with the surplus.

When asked what specific article of the CBA was violated, President Drinkut could not articulate specific articles, but continued to reference the Classified Staff Manual from 2004 as her justification for the grievance. In addition, when asked about the account technician being talked to regarding her actual duties, the president responded that no one had spoken to the staff member whom the Association was referencing in their grievance.

Based on the information collected through the process, there is no evidence of violation of the contract, and thus, the grievance is denied.

Best Regards,

Summer E. Stephens
Superintendent
Exhibit 6
Level 3 Grievance
September 9, 2019

Mrs. Kathryn Whitaker, President
Churchill County School District
Board of Trustees
c/o Churchill County School District
690 S. Maine Street
Fallon, NV 89406

RE: Level Three Grievance
Account Technician(s) Doing Warehouse Duties

Dear President Whitaker,

In accordance with Article 5, Section 5-4, of the collective bargaining agreement between Churchill County School District and the Nevada Classified School Employees Association please be advised the above-referenced grievance is hereby moved to Level Three, Board of School Trustees, inasmuch as it was not resolved at Level Two.

Pursuant to Section 5-4-3-3 of the collective bargaining agreement:

The Board of Trustees shall meet with the affected classified person and/or a representative of the classified person's own choosing at the next regularly scheduled Board meeting to hear the case of the grievance.

Inasmuch as this is a dispute which arises regarding the interpretation, application, or alleged violation of the collective bargaining agreement this grievance was filed by the Association on behalf of all Account Technicians and/or any other District employees being wrongly assigned to do work outside of their job description. A representative(s) for the Association will participate in the above-referenced meeting.

The letter received from Superintendent Stephens that denies our grievance at Step Two is attached.

Thank you for your consideration in this matter.
Sincerely,

Mike Osborn, AFT National Representative

cc: Gaylene Drinkut, President
    Churchill Chapter
    Michael Langton, Legal Counsel

Enc.: 9/3/2019 letter from
      Dr. Summer Stephens
Exhibit 7
Relevant Provisions
Collective Bargaining Agreement
NEGOTIATION AGREEMENT

Between

CHURCHILL COUNTY SCHOOL DISTRICT

and the

NEVADA CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

2018-20
ARTICLE I – DEFINITIONS

1-1 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada known as
the Local Government Employee-Management Relations Act.

1-2 The term "Employee", as used in this Agreement, shall refer to all Churchill County School District
staff members included in the bargaining unit covered by Article II of this agreement. (2010)

1-3 The term "Full time, year-round" employee, as used in this Agreement, shall mean Churchill
County School District staff members that work a forty hour (40) workweek for twelve (12) months
per year.

1-4 The term “Part-time” employee as used in this Agreement shall mean Churchill County School
District staff members that work less than thirty-five hours per week. Employees who work less
than full-time will be calculated as a FTE for staffing, salary and benefit distribution. EXAMPLE
3 HOURS 45 MINUTES = 46.9% (2010)

1-5 The term “Probationary Employee”, as used in this Agreement, shall mean a classified employee at
will, who is in his/her first year of employment. (1998)

1-6 The term "Association", as used in this Agreement, shall mean the Nevada Classified School
Employees and Public Workers Association, Chapter 5, AFT/PSRP AFL/CIO Local 6181 and as
such reserves the right to act by Committee or designated representatives. (2010)

1-7 The term "District", as used in this Agreement, shall mean the Churchill County School District.

1-8 The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of
the Churchill County School District or his/her designated representative.

1-9 The term “District Administrator”, as used in this Agreement, shall mean the Superintendent and
Directors. (2014)

1-10 The term “Site Administrator”, as used in this Agreement, shall mean the Principal of a school site
and the direct supervisor of classified staff as determined by the Board of Trustees (Refer to Job

1-11 The term “Director”, as used in this Agreement, shall mean the employee responsible for
administering program departments of the district and providing direct supervision of classified staff
as determined by the Board of Trustees. (2014)

1-12 The term "School Trustee" and "Association" shall include authorized officers, representatives, and
agents. Despite references herein to "School Trustee" and "Association" as such, each reserves the
right to act hereunder by Committee or designated representatives.

1-13 The term "Board" means the Local Government Employee-Management Relations Board, as
provided in NRS 288.
The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Churchill County School District and the Nevada Classified School Employees Association".

The term "Vacancy", as used in this Agreement, shall mean any position previously held by a classified employee or a new classified position approved by the Board. 


The term "Job Family", as used in this Agreement, shall mean the part of the Classified Manual dated October 2004, as periodically updated to reflect job duties. Those job families include Secretarial/Clerical; Accounting, Maintenance and Operations; Food Service; Transportation; Bus Drivers; Paraprofessionals; Instructional Assistants; Health Aide & Classified School Nurse; Campus Security; Warehouse Worker and Computer Technician.

The term "day" as used in this agreement shall be defined, as "a day the district office is open".

Seniority is defined as "the total number of days or fraction thereof, that the person was continuously employed as a classified employee with the district. In the case of a break in service (termination, resignation) seniority will commence with the rehire date or return to work date."

The term "Voluntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee with application. Transfers may be changes in work assignments, changes within the same job family or changes between different job families and may be district wide or within the same site.

The term "Involuntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee without application.

The term "reassignment" means the change in location for a Classified employee with no current vacancy. This change can be voluntary or involuntary and will not cause loss of salary or benefits.

Hire Date as specified by the Superintendent or his/her designee shall be the first date of seniority.

The term "catastrophic illness" means a severe illness or injury requiring prolonged hospitalization or recovery. These illnesses/injuries usually involve high costs for hospitals, doctors and medicines and incapacitate the person from working, creating financial hardship.
ARTICLE V - GRIEVANCE PROCEDURE

5-1 Definitions

5-1-1 A grievance is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions in this agreement and/or school trustees' policies insofar as such policies and the application thereof affect classified personnel with respect to all matters covered by this agreement and all matters with respect to which there is mandatory bargaining under the provisions of NRS 288. The adoption or amendment of policies by the school trustees is in no way subject to the provisions of Article V.

5-1-2 An "aggrieved person" is a classified employee, a group of classified employees, or the Association asserting a grievance.

5-1-3 A "party in interest" is any person or persons, with reference to his/her contract, who takes action or against whom action is taken in order to resolve the complaint.

5-2 Purpose

5-2-1 The purpose of this article is to provide a clearly outlined procedure whereby classified personnel may secure a full hearing and resolution of their grievances under this agreement.

5-3 Informal Discussion

5-3-1 Both parties encourage employees covered by this agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude a classified person with a potential grievance from informally discussing the problem with their immediate supervisor prior to filing a formal grievance although such discussions are not a part of the formal grievance procedure.

5-3-2 If a classified person requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussions will be held as soon as reasonably possible.

5-3-3 It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this article.

5-3-4 Both parties may agree to extend the time lines of 5-4-1-1 in order to pursue a possible solution to a pending problem at the informal level. If a time line extension has been initiated, the time line countdown will begin again when either party notifies the other that the informal process is over. This will be done in writing and will include the number of days counted as of the date of the agreement to extend the time line.

5-4 Procedure

5-4-1 Level One – Immediate Supervisor

5-4-1-1 A grievance as defined, must be filed in writing, alleging which terms or provisions of this agreement and/or school trustees' policy under which the
dispute arose, and must be filed no later than fifteen (15) days (as defined in Article 1-18) after the classified person or the Association first knew, or should have known, and received proper notification of the act or condition upon which the grievance is based. *(2019)*

5-4-1.2 The written grievance must first be presented to the affected classified person's appropriate supervisor or his/her designee.

5-4-1.3 The above condition(s) do not prevent the party in interest from first discussing the issue with his/her immediate supervisor with the object of resolving the issue informally.

5-4-1.4 Within ten (10) days after the receipt of a grievance, the appropriate supervisor or his/her designee, shall meet with the affected classified person for the purpose of discussing the merits of the grievance involved.

5-4-1.5 The appropriate supervisor or his/her designee shall forward to the affected classified person within ten (10) days after the meeting referred to in subparagraph 5-4-1.4 above, a written response to the grievance.

5-4-2 Level Two – Superintendent (or designee) of Schools

5-4-2.1 In the event the grievance is not resolved at Level One, the affected classified person may submit the unresolved written grievance to the Superintendent or designee no later than ten (10) days after receiving the written reply from his/her immediate supervisor. *(2007)*

5-4-2.2 If the grievance is not filed within the time limit ten (10) days, the grievance is withdrawn.

5-4-2.3 The Superintendent or designee shall meet with the affected classified person and/or a representative of the classified person's own choosing within ten (10) days after receiving the grievance. *(2007)*

5-4-2.4 The Superintendent or designee shall forward to the affected classified person within ten (10) days after the meeting referred to in subparagraph 5-4-2.3 above, a written response to the grievance. *(2007)*

5-4-3 Level Three – Board of School Trustees

5-4-3.1 In the event the grievance is not resolved in Level Two, the affected classified person may submit the unresolved written grievance to the Board of School Trustees no later than ten (10) days after receiving the written reply from the Superintendent or designee. *(2007)*

5-4-3.2 If the grievance is not filed within the time limit, ten (10) days, the grievance is withdrawn.
5-4-3-3 The Board of School Trustees shall meet with the affected classified person and/or a representative of the classified person's own choosing at the next regularly scheduled board meeting to hear the case of the grievance.

5-4-3-4 The Board shall forward its written response to the grievance no later than two (2) scheduled board meetings. (2003)

5-4-4 Level Four – Arbitration

5-4-4-1 In the event the grievance is not resolved in Level Three, the Association or the individual classified person, if being taken by a classified person asserting his/her rights under NRS 288.140.2, not later than ten (10) days after receipt of the written reply from the Board of School Trustees, may request arbitration in accordance with the provisions set forth below. A request for arbitration shall be made by delivery to the Superintendent or designee of a written notice of intent to arbitrate, provided that in the event such action is being taken by a classified employee acting as an individual, a copy of such request shall be delivered at the same time to the Association. (2007)

5-4-4-2 Within five (5) days after written notice of submission to arbitration, the Superintendent or designee and the Association or the individual classified person 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 thirty (30) days, the parties are unable to agree on an arbitrator, either party shall make a request for a list of seven (7) arbitrators to the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days after 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 that shall be the one to hear the dispute in question. The Association 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. (2007)

5-4-4-2-1 The arbitrator shall promptly schedule a hearing on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a classified person acting as an individual, the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association’s rights under NRS 288.033.2 or 288.140.2 are involved. The arbitrator may make such further inquiry or investigation as he she deems necessary and, unless extended by mutual agreement, shall issue his/her report within thirty (30) days from the final hearing day or submission of briefs, whichever is later.
5-4-4-2-2 Unless such rules are in conflict with this agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.

5-4-4-3 All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees and the Association only, and shall set forth his/her findings of fact, reasoning, and decisions on the issues submitted. The arbitrator's decision shall be final and binding on all parties to this agreement and shall be in accordance with the terms and conditions of this agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this agreement.

5-4-4-4 Arbitration awards that involve retroactivity of pay shall not be made retroactive more than thirty (30) days prior to the date of filing of the grievance and in no event shall the District be liable for more than forty (40) days of retroactivity.

5-4-4-5 The expenses of arbitration shall be shared equally by the School district and the Association and/or the individual classified persons involved; however, if the demand for arbitration is made and not further pursued then administrative fees shall be paid by the one making the demand.

5-5 Miscellaneous

5-5-1 Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his/her own choosing.

5-5-2 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative or any other participant in the grievance procedure by reason of such participation.

5-5-3 No written or printed matter dealing with the processing of a grievance will be placed in the aggrieved person's or any other interested participant's permanent personnel file while the processing is in progress. When a grievance is resolved, all written and printed materials acquired during the processing will be destroyed, unless such materials substantiated a violation of policy, regulation, rule, or law, in which case this material will be placed in the personnel file of the individual(s) concerned. (2014)

5-5-4 If, in the judgment of the Association, and after notification in writing to all immediate supervisors of all involved, a grievance affects a group of classified persons, the Association shall submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall begin at Level Two. (2007)
5-5-5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and an effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

5-5-6 If meetings and hearings are called during school hours, no classified person and/or his/her designated representatives shall be subject to a salary deduction because of attending such meetings and/or hearings.

5-5-7 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.

5-5-8 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.
The Churchill County School District will submit to the Association within sixty (60) days from the beginning of the contract year/school year as applicable, the scheduled working hours for all classified employees by school/department, number and job title within each school/department. This will provide a record for the Association to allow each classified employee who requests it, to review for their own planning purposes.

(2007)

It is each employee's responsibility to check his/her placement on the salary schedule. If his/her salary is not in conformance with the salary schedule, it is the employee's responsibility to bring the matter to the attention of Human Resources.

(2014)

Classified part-time employees may apply for and hold other open part-time positions that would provide enough hours to receive benefits.

(2011)

In-service classes offered by the district are open to the classified employees. There may be times when enrollment must be limited and preference given to licensed personnel. In these instances, if the demand warrants, the District will endeavor to repeat the class. Classes specific to the needs of classified employees will be considered.

(2018)

The District will recognize credits earned in in-service classes, community or technical college or university classes, or any other classes provided by a professional organization that are directly related to the employee's classification and that are pre-approved by Human Resources. Each range step shall have an A, B, C, D, E, and F increment for education credits. Each increment shall be given with five (5) credits or eighty (80) hours of class time. Each increment shall add a 1% increase to the individual's present salary. Only credits earned after accepting employment will be accepted. Movement must be subject to application to and approval by Human Resources. Human Resources will provide a list of accepted classes for all classified employees.

(2019)

Transcripts or grade reports for advancement credits will be submitted to Human Resources no later than June 30 for 12 month employees and August 31 for school calendar employees.

(2016)

The District may require certain classified employees to undertake First Aid training and to maintain certification in that field. Employees required to undergo this training shall be compensated their regular rate of pay.

(2014)

If the District offers summer school, the classified positions will be offered on an equal consideration basis. The summer school hourly rate shall be advertised.

Any employee may request reclassification between November 1 and November 15 of any year. Request for reclassification must be based on increased duties, responsibility or experience as defined in the most current list of job descriptions. The District and the Association will jointly prepare a form for Request for Reclassification. The requests must be reviewed by the department head or principal and forwarded with recommendations to the Superintendent or designee.

(2016)

If approved, the reclassification pay increase will be retroactive to date of request (November 1). Positions reclassified will be considered upgraded and will not be considered a new position or require a job announcement or an interview. Employees who are granted reclassification will remain in their new classified position.

(2010)
Exhibit 8
Account Technician
Job Description
ACCOUNT TECHNICIAN

FLSA: Non-Exempt

CREATED: 08/2011
LAST REVISED: 03/2016

DEFINITION

To perform highly skilled, technical and responsible accounting work in support of a broad range of district-wide operations or programs. Position involves the use of independent judgment and provides fiscal support to the Director of Business Services. Position performs various functions in the District’s payroll, accounts payable, general ledger, fixed asset and other financial systems.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Director of Business Services. This position does not exercise supervisory responsibilities.

DISTINGUISHING CHARACTERISTICS

The Account Technician is expected to have knowledge of all the relevant industry-specific accounting systems and be able to work interchangeably in accounts payable, accounts receivable, payroll, general ledger and budget functions. The position may rotate between the various functions as required by the supervisor.

ESSENTIAL FUNCTIONS: Performance of these functions is the reason this job exists. Assigned job tasks/duties are not limited to the essential functions.

1. Participates in all accounting activities involving accounts payable, accounts receivable, payroll, reconciling, balancing accounts to the general ledger, and posting adjustments to accounts as appropriate and with (approval by supervisor).

2. Assists in budget preparation and maintains budget records. Participate in budget meetings and maintain meeting records including (minutes).

3. Provides support for auditors by compiling audit schedules and answering questions. May assist in providing responses regarding audit findings and recommendations.

4. Prepares grant financial reports and request for funds.

5. Manages the purchasing process for bids for annual goods and services. Assist with monitoring and tracking bids and contracts. Assist with the Request for Proposals (RPF) on large purchases or contracts under the Business Office control.
ACCOUNT TECHNICIAN, continued

6. Orders supplies and equipment for business office as required. Initiates online orders and implement procedures for purchasing from local merchants.

7. Prepares and maintains fixed asset inventories; assist sites to maintain site fixed asset inventories; reconciles annual inventory of items carried in the Warehouse and provides assistance for surplus asset disposal, as needed.

8. Serves as the District’s liaison with the workers compensation program; communicate between the site supervisor, injured employee and the insurance representatives to ensure compliance with all requirements.

9. Collects and maintains student activity accounting records, including monthly bank reconciliations and transaction reports.

10. Serves as the security operator for banking operations, including access for transmitting and receiving Automated Clearing House (ACH) transactions check reconciliations and electronic federal tax payments. Responsible for transferring funds to and from the general checking account and investment accounts.

11. Reviews work of other staff for accuracy within the Business Office, including accounts payable and payroll.

12. Establishes, revises and maintains procedures for accounting and financial records. Maintain the filing system and a variety of records.

13. Performs duties associated with the District’s accounting system to include serving as the administrator of the system.

14. Provides technical guidance and consultation to business office and District staff by troubleshooting computer problems, investigates and resolves accounting issues; working with user profiles, and levels of access; serves as a liaison with other sites in determining needs assessments and resolving general operating problems and interfacing with the software vendor.

15. Assists in the preparation of reports by gathering and summarizing information from a variety of sources.

16. Attends finance or other meetings when requested by supervisor.
ACCOUNT TECHNICIAN, continued

17. Receives visitors to the business office to respond to requests for information and assistance. Interpret policies and regulations in response to inquiries, assist in the resolution of complaints and refer inquiries as appropriate.

18. Coordinates information and communication as required between departments as related to financial information and business operations.

19. Provides assistance with sale of student built house, as needed.

20. Provides assistance with daily operations including business office reception and mail duties; trains other business office staff or District employees, as needed.

21. Assists with testing of various financial software packages; test the accuracy of the information generated; troubleshoots problems.

QUALIFICATIONS - Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- The principles and practices of governmental accounting and bookkeeping;
- Office practices, procedures, and office equipment usage;
- The basic principles of computer system design and administration;
- District policies, procedures, rules and regulations;
- Budget preparation and monitoring;
- Financial research and report preparation methods and techniques;
- Pertinent Federal, State, and local law, codes, and ordinances;
- Spreadsheet and word processing software; and
- Correct English usage including grammar, punctuation, and vocabulary.

Skills to:

- Examine and verify a wide variety of financial documents and reports;
- Analyze and interpret financial and accounting records;
- Prepare a variety of fiscal reports and analyses;
- Produce accurate pay warrants, documents and related reports; and
- Communicate effectively with others, both orally and in written form.
ACCOUNT TECHNICIAN, continued

Ability to:

- Perform a variety of duties involving use of independent judgment;
- Receive and give information over the telephone or in person in a courteous manner;
- Maintain cooperative working relationships with staff, vendors and public;
- **Must be flexible and open to change in duties and requirements**;
- Work independently or as team member;
- Operate standard office machines and equipment including computers, typewriters, printers, copiers, calculators, and fax machines with accuracy and speed;
- Utilize computer equipment and software to produce financial reports;
- Apply Federal, State, and local laws and regulations pertaining to accounting and auditing activities; and
- Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines – Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four (4) years of technical accounting experience, preferably in a public sector. Additional specialized training in bookkeeping, accounting, automated financial management systems, or a related field is desirable.

Education:

Possession of a high school diploma or its equivalent plus Associate Degree in accounting or a closely related field.

Required Certifications and Licenses:

Must possess and maintain a valid Nevada Driver's License.
**CHURCHILL COUNTY SCHOOL DISTRICT**

ACCOUNT TECHNICIAN, continued

**Physical and Mental/Intellectual Requirements:** The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Strength, dexterity and coordination to use keyboard and video display terminal for prolonged periods.
- Cognitive ability to operate a computer using word processing and databases.
- Strength and stamina to bend, stoop, sit, and stand for long periods of time.
- Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials.
- Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to effectively communicate in person, via telephone or by electronic means as appropriate.
- May lift objects in excess of twenty-five pounds (25) and occasionally lift or move objects weighing fifty pounds (50) or more.

Please see chart below indicating specific physical requirements.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals are encouraged to discuss potential accommodations with the employer.

**PHYSICAL CAPACITY REQUIREMENTS FOR POSITION**

(Mark with an X, leave blank where not applicable)

<table>
<thead>
<tr>
<th>ESSENTIAL FUNCTIONS</th>
<th>LESS THAN 25% OF TIME</th>
<th>25% TO 49% OF TIME</th>
<th>50% TO 74% OF TIME</th>
<th>75% TO 100% OF TIME</th>
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<tbody>
<tr>
<td>Sitting</td>
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<tr>
<td>Standing</td>
<td>X</td>
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<tr>
<td>Walking</td>
<td>X</td>
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<tr>
<td>Bending/Stooping/Squatting/Twisting</td>
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<tr>
<td>Crawling</td>
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<tr>
<td>Kneeling</td>
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<tr>
<td>Reaching above the body</td>
<td>X</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Reaching away from body</td>
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<tr>
<td>Climbing Stairs</td>
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<tr>
<td>Climbing while working</td>
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<tr>
<td>(ladders, stools, roofs, poles)</td>
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<tr>
<td>Balancing</td>
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<tr>
<td><strong>Lifting &amp;/Or Carrying objects:</strong></td>
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<tr>
<td>50 Pounds or 1/3 Bodyweight</td>
<td>X</td>
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</tr>
<tr>
<td>Pushing</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Pulling</td>
<td>X</td>
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</table>

32
<table>
<thead>
<tr>
<th>CHURCHILL COUNTY SCHOOL DISTRICT</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Grasping/Gripping</td>
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<tr>
<td>Handling</td>
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<tr>
<td>Applying Torque (arms)</td>
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<tr>
<td>Fine Manipulation</td>
</tr>
<tr>
<td>Repetitive Work</td>
</tr>
<tr>
<td>Weight Barring</td>
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<tr>
<td>Typing, Keyboarding, or Entering</td>
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<tr>
<td>Data</td>
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<tr>
<td>Computer Monitor/CRT</td>
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<tr>
<td>Driving a Vehicle</td>
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<tr>
<td>Working Alone</td>
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<tr>
<td><strong>Operating Machinery or Equipment:</strong></td>
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<tr>
<td>Heavy Equipment</td>
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<tr>
<td>Vibrating Equipment</td>
</tr>
<tr>
<td>Power Tools</td>
</tr>
<tr>
<td>Machine/Electrical Hazards</td>
</tr>
<tr>
<td>Ladders&gt; 6 Feet</td>
</tr>
<tr>
<td>Personal Protective Equipment</td>
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<tr>
<td>Respirator Use</td>
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<tr>
<td><strong>Work Conditions:</strong></td>
</tr>
<tr>
<td>High Noises</td>
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<tr>
<td>Heights</td>
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<tr>
<td>Confined Spaces</td>
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<tr>
<td>Heat Stress</td>
</tr>
<tr>
<td>Cold Stress</td>
</tr>
<tr>
<td>UV Exposure</td>
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<tr>
<td>Hazardous Chemicals/Waste</td>
</tr>
<tr>
<td>&gt;8 Hours Per Day</td>
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<tr>
<td>Overtime/Irregular Hours</td>
</tr>
<tr>
<td><strong>Senses:</strong></td>
</tr>
<tr>
<td>Eyes</td>
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<tr>
<td>Visual Demanding Work</td>
</tr>
<tr>
<td>Near Vision</td>
</tr>
<tr>
<td>Far Vision</td>
</tr>
<tr>
<td>Depth Perception</td>
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<tr>
<td>Basic Color Discrimination</td>
</tr>
<tr>
<td>Audio Arms</td>
</tr>
<tr>
<td>Ability to Smell</td>
</tr>
</tbody>
</table>
CHURCHILL COUNTY SCHOOL DISTRICT

ACCOUNT TECHNICIAN, continued

Working Conditions: Work is performed under the following conditions.

Position functions indoors in an office type environment where most work is performed at a desk. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee Name: ____________________________

Employee Signature: _________________________ Date: __________

Human Resources Signature: _________________ Date: __________
Exhibit 9
Relevant Provisions, Classification Manual
This manual is referenced throughout Master Agreement. This manual dated October 2004 shall replace the Classification Manual dated May 1991.

The classification plan is the foundation of the personnel management system. As such, it must be designed to provide a defensible and understandable rationale for assigning individuals to classifications, and a basis for compensating them according to the responsibilities they assume. Specifically, a position classification plan results in the following:

- A current and accurate description of the various jobs that are performed.
- A basis for establishing a compensation program that is related to the nature of the work performed.
- A means of ensuring internal equity among the overall work force.

A position classification plan can also be helpful by:

- Providing an improved basis for recruiting, testing and selecting employees.
- Establishing a framework for evaluating employee performance during probationary and continuing periods of employment.
- Identifying areas that are basic to employee training program.

CLASSIFICATION LEVELS

A job family is a group of two or more classes similar with respect to the duties performed but different in terms of the nature and level of responsibilities assumed. Within each job family identified for the Churchill County School District, it is possible to categorize the classifications, and proposed classifications, by the following general class level:

**Clerical, Maintenance and Technical**

- Entry Level
- Journey Level
- Advanced Journey Level

**Supervisory**

- Section/Unit Supervisor
- Department Manager

NCSEA
REVISED 2/18/2005, 12/13/07, 2011
Within a job family there may exist a classification at every level, or only at selected levels. It is important to note that while two given job families may both contain, for example, a journey level classification, the two journey level classes will likely be substantially different in the nature of the work performed and may be evaluated quite differently for compensation purposes. Distinctions between class levels within all job families may be expressed in terms of the amount of responsibility assumed at each level. For supervisory classes, the level is reflective of the District's organizational structure and thus provides a picture of how the classes fit into the District's organization.

The following sections clarify the responsibility to be assumed at each class level within the clerical, maintenance, technical, supervisory and management job families.

CLASS SERIES – CLERICAL, MAINTENANCE AND TECHNICAL

For the clerical, maintenance, and technical job families, distinctions between levels in a class series are expressed in terms of the scope of duties assumed and the nature of supervision received and exercised. The following subsections indicate for each of the defined class levels in the clerical, maintenance, and technical job families the scope of duties assumed and the nature of supervision received and exercised which typically reflect each level.

- **Entry Level - “I” Classes** - Entry-level classes provide on-the-job training to employees with limited related work experience. Assignments are generally limited in scope, contain fairly routine tasks, and are performed within a procedural framework established by higher-level employees. As experience is acquired, the employee performs with less immediate supervision. Although many entry level classes are intended to provide training to incumbents for advancement to the journey level, some entry level positions are assigned primarily routine work and are not considered to be training positions. Class titles for this level typically include the designation “I”.

- **Advanced Journey Level - “Senior” Classes** - Advanced journey level classes recognize positions that perform a full range of duties, possess technical or functional expertise, and perform specialized duties in a highly independent manner. Advanced journey level positions often serve as a lead worker within a work unit, exercising technical or functional supervision over lower level positions. The term “Senior” is commonly used in titling the classes at this level.

SUPERVISORY AND MANAGEMENT CLASS LEVELS

Distinctions between class levels and the scope of duties assumed at each level within the supervisory group are clarified below. As noted below, class level designations are expressed in terms of decision-making responsibility, level of supervision exercised, nature of positions supervised, and nature and scope of duties assumed such as hands-on work versus planning and policy development activities.

NCSEA
• **Section/Unit Supervisor** - The term Supervisor would be used in the job titles of those classes where the focus of the class is on the direct supervision of section activities. The intent of this class level is to be a working supervisor with emphasis on supervision and performing the more complex work of the unit. Classes at this level:
  - Supervise, assign, review and participate in the work of subordinates in assigned section or work unit.
  - Perform the most difficult and complex duties of the section.
  - Work under the direction of higher-level management staff.
  - Monitor and review work in progress, providing technical assistance and guidance.
  - Ensure that subordinates follow appropriate policies and procedures.
  - May monitor, coordinate and assist in developing the assigned work unit budget.
  - Recommend procedures consistent with departmental directives, policies and regulations (which are developed by higher level management staff).

Managers of District Departments, i.e., Food Service Manager, Maintenance Manager, Transportation Manager, Business Office Manager, and are not part of the NCSEA Collective Bargaining Unit.

School Office Manager, Elementary and School Office Manager, Secondary are a part of the NCSEA Collective Bargaining Unit. With the exception of writing performance evaluations and conducting disciplinary actions, the duties of School Office Manager falls in line with the term “Manager” as written in this Manual.

• **Manager** - When the term “Manager” appears in a job title, the predominant focus of the class level is on the management of a department within a major District function. Specifically, classes at this level:
  - Manage, plan, supervise and coordinate the operations and activities of a District department.
  - Work under general direction, where judgment is required in interpreting established policies, goals, and objectives, and in applying concepts, plans and strategies that may deviate from traditional methods and practices.
  - Organize and direct the work of subordinate staff.
  - Assume significant responsibility for the preparation and administration of assigned budget(s).
  - Participate in the development and implementation of goals, objectives, policies and priorities for the assigned program(s).
  - Ensure that department activities are completed in a timely and efficient manner consistent with defined policies and regulations.
  - Assume significant responsibility for a variety of personnel activities including performance evaluations, training, selection and disciplinary actions.
CLASS SPECIFICATION FORMAT

The class specifications are descriptive and explanatory in defining classes. When reviewing the class specifications, they should be interpreted in their entirety and in relation to one another; particular phrases or examples should not be isolated and treated as the full definition of any class.

- **Definition** - This section is a general description of the work and includes a brief, concise definition of the primary responsibilities assigned to positions in the class.

- **Supervision Received and Exercised** - This section describes the level of supervision received and exercised by positions in the class. For a definition of the terms used to denote levels of supervision, see the next part of this section.

- **Examples of Important Duties and Responsibilities** - This section is intended to enable the reader to obtain a more complete concept of the actual work performed in positions allocated to this class. It lists typical tasks, which are common to positions of the class. These examples further show the range of duties performed by employees in the class. The list is descriptive, but not limiting. It is not intended to describe all the work performed in all positions allocated to the class. This section merely serves to illustrate the more typical portions of the work performed. The statement "Perform related duties and responsibilities as required" is included in all class specifications to provide legitimate flexibility to management in assigning duties.

- **Knowledge and Abilities** - This section lists the knowledge and abilities that the duties of the class typically require and that applicants for positions in the class should possess. It should be stressed that this section does not in any way refer to the qualifications of present employees. Personal characteristics commonly required of all employees, such as honesty, industry, freedom from habitual use of intoxicating beverages to excess or drug addiction, have not been listed since they are to be implied as required qualifications for all classes.

- **Experience and Training** - This section illustrates the typical experience and training, which would likely provide the required knowledge and abilities.

- **Licenses, Certificates or Other Requirements** - In certain classifications, legal or special provisions require possession of a specific license or certification issued by a Board of Licensure as a condition of employment. These requirements appear in the class specification under the section entitled Licenses, Certificates or Other Requirements.

NCSEA
LIST OF CLASS TITLES FOR CLASSIFIED EMPLOYEES
OF
CHURCHILL COUNTY SCHOOL DISTRICT

Secretarial
Secretary to Superintendent
Administrative Secretary
School Office Manager – Secondary
School Office Manager – Elementary
Transportation Secretary – Dispatcher
Data Specialist Secretary
Department Secretary
School Secretary II
School Secretary I
Office Support Staff

Accounting
Account Clerk II Tech
Account Clerk I

Maintenance and Operations
Custodial Supervisor
Maintenance Technician
Grounds Supervisor
Groundskeeper
Maintenance Worker II
Maintenance Worker I
Custodian

Transportation
Garage Supervisor
Mechanic
School Bus Driver Trainer
School Bus Driver
Exhibit 10
Hiring Memo
MEMORANDUM

Date: June 07, 2017
To: Human Resources
From: Phyllys Dowd, Director of Business Services
Re: Account Technician Position Recommendation

The Account Technician position was opened and four people applied and two applicants met the qualifications of the position.

- Debra Lund

Both applicants were offered the opportunity to interview. They were interviewed on June 6, 2017. The interview committee included Terri Laca, Trudy Dahl and myself. Janel Buchan attended representing Human Resources.

Debra Lund is being recommended for the position as she has the experience that will best fit the position. She has many years of accounting experience, is very familiar with accounts payable processing, understands the requirements for purchasing and has the software skills necessary to be successful in the position. She is highly motivated and has good communication skills. She will be an asset to the Business Office.
Exhibit 11
Website Description of Assignments
The primary functions of the Business Office are Budget, Payroll, Accounts Payable, Grant Reporting and Financial Reporting (Audit). The Business Office is open year-round, Monday through Friday, from 7:30 a.m. to 4:30 p.m., except for twelve holidays. (Summer Hours are 7:00 a.m. to 4:00 p.m.)
Exhibit 12
Relevant NRS Provisions
3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.

(c) The right to determine:
   (1) Appropriate staffing levels and work performance standards, except for safety considerations;
   (2) The content of the workday, including without limitation workload factors, except for safety considerations;
   (3) The quality and quantity of services to be offered to the public; and
   (4) The means and methods of offering those services.

(d) Safety of the public.