

AGREEMENT

Between

EUREKA COUNTY SCHOOL DISTRICT

and the

EUREKA COUNTY TEACHERS ASSOCIATION

July 1, 2021 – June 30, 2022

# Table of Contents

ARTICLE 1: AGREEMENT .....	5
ARTICLE 2: PREAMBLE .....	5
ARTICLE 3: GENERAL SAVINGS CLAUSE.....	5
ARTICLE 4: DEFINITIONS .....	5
ARTICLE 5: RECOGNITION.....	7
ARTICLE 6: EMPLOYEE RIGHTS.....	7
ARTICLE 7: GRIEVANCE PROCEDURE.....	8
7-1 Definitions: .....	8
7-2 Purposes/Structure .....	9
7-3 Time Limits .....	9
7-4 Procedure(s) When Grievance Is Filed by Teacher(s): .....	9
7-5 No Reprisals:.....	12
7-6 Cooperation.....	12
7-7 Released Time .....	12
7-8 Personnel Files .....	12
7-9 Withdrawal .....	12
7-10 Grievance Forms.....	12
7-11 Timelines:.....	12
ARTICLE 8: TEACHERS' HOURS.....	13
8-1 Hours:.....	13
8-2 Extended School Time: .....	13
8-3 Travel Time: .....	14
8-4 Prep Time:.....	14
8-5 Calendar Committee: .....	14
8-6 Field Trips: .....	15
8-7 In-service:.....	15
ARTICLE 9: PAID TIME OFF.....	15
9-1 Paid Time Off: .....	15
ARTICLE 10: USE OF ACCUMULATED SICK LEAVE AND OTHER RETIREMENT BENEFITS .....	16
10-1 Sick Leave:.....	16
10-1-1 Use of Transferred Sick Leave .....	16

10-1-2 Use of Sick Leave.....	16
10-1-3 Verification of Basis for Absence .....	16
10-1-4 Elective / Cosmetic Surgery/Treatment .....	17
10-1-5 Sick Leave Bank.....	17
10-1-6 FMLA Leave .....	17
10-2 Family Illness: .....	17
10-3 Pay for Accumulated Sick Leave:.....	17
10-3-0 Employment Longevity Benefit (HSA Benefit) .....	17
10-3-1 Pay for Accumulated Sick Leave at Separation of Employment with the District .....	19
10-4 Additional Sick Leave:.....	21
10-5 Purchase of PERS Service Credit.....	<b>Error! Bookmark not defined.</b>
ARTICLE 11: TEMPORARY LEAVE OF ABSENCE.....	21
11-1 Military Leave: .....	21
11-2 Professional Leave:.....	21
11-3 Public Offices: .....	22
11-4 Association Leave: .....	22
11-5 Critical Periods: .....	22
11-6 Specialized Leaves: .....	23
11-7 Bereavement Leave: .....	23
ARTICLE 12: EXTENDED LEAVES OF ABSENCE .....	23
12-1 Extended Leaves of Absence:.....	23
12-2 Child-Rearing Leave:.....	24
12-3 Adoption Leave: .....	24
ARTICLE 13: SALARIES, SCHEDULED WORKING DAYS AND INSURANCE.....	25
13-1 Teacher Work Days and Hours .....	25
13-2 Salary (Revised 2018).....	25
13-3 Medical Insurance .....	26
13-4 Daily Rate.....	26
13-5 PERS Contribution .....	26
13-6 Teachers Hired After Start of School Year .....	26
13-7 Leave .....	27
13-8 Health Insurance Joint Committee .....	27
13-9 Working Outside Contract Days .....	27

13-10 Voluntary Work and Special Projects .....	27
13-11 Advancement Credits .....	27
13-12 Undergraduate Credits .....	28
13-3 Supplements to Base Salary .....	28
2018-2020 EXTRACURRICULAR.....	29
ARTICLE 14: DUES DEDUCTION.....	32
ARTICLE 15: REDUCTION IN FORCE .....	33
ARTICLE 16: NON-DISCRIMINATION .....	35
ARTICLE 17: NO STRIKE AGREEMENT .....	35
ARTICLE 18: TRANSFER AND/OR REASSIGNMENT.....	36
18-1 Definitions: .....	36
18-2 Voluntary Transfer or Reassignment:.....	36
18-3 Involuntary Transfer or Reassignment: .....	36
18-4 Vacancies:.....	38
ARTICLE 19: SUCCESSORSHIP .....	38
ARTICLE 20: CONTRACT TERM OF AGREEMENT .....	38
Attachment A – SALARY SCHEDULES .....	40
Teachers Return from Leave of Absence, Placement Decision Chart .....	40
APPENDIX A - SICK LEAVE BANK.....	42
Receiving Sick Leave: .....	42
Receiving Days From the Sick Leave Bank:.....	42
Operation and Maintenance of the Sick Leave Bank.....	42
APPENDIX B - TEAM & ORGANIZATION PARTICIPATION NUMBERS .....	44
APPENDIX C - ATTENDANCE AREAS .....	45
APPENDIX D - EXPEDITED LABOR ARBITRATION RULES.....	46

## **ARTICLE 1: AGREEMENT**

This Agreement is entered into at Eureka, Nevada, this \_\_\_\_ day of \_\_\_\_\_, 2021, between the Board of Trustees of the Eureka County School District (hereinafter referred to as the Board) and the Eureka County Teachers Association (hereinafter referred to as the Association).

## **ARTICLE 2: PREAMBLE**

WHEREAS, the parties recognize that the Board of Trustees is charged by law with the duty and responsibility of operating a public school system;

AND, WHEREAS, wages, hours, and other terms and conditions of employment of teachers are matters of mutual concern to the Board of Trustees and the Association;

THEREFORE, it is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; and to set forth here in article form the agreements between the parties covering wages, hours, and other terms and conditions of employment as provided in Nevada Law.

## **ARTICLE 3: GENERAL SAVINGS CLAUSE**

In the event that any provision of the Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction and said decision becomes final, then such provision or application will not be deemed valid and subsistent except to the extent permitted by law.

However, all other provisions or applications will continue in full force and effect. The parties will meet not later than thirty (30) days after any such holding becomes final for the purpose of negotiating alternatives, provided the courts have not ruled that the subject is non-negotiable, to make adjustments to the contract; incorporating where feasible the intent and purpose of the original provision.

## **ARTICLE 4: DEFINITIONS**

4-1 The term "NRS 288" as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act.

4-2 The term "teachers" as used in this Agreement shall refer only to teachers included in the bargaining unit as defined elsewhere in this Agreement.

4-3 The term "School Trustees" as used in this Agreement shall mean the Trustees of the Eureka County School District.

4-4 The term "Association" as used in this Agreement shall mean the Eureka County Teachers Association, and is the entity known as the Employee's Organization in NRS 288.

4-5 The term "District" as used in this Agreement shall mean the Eureka County School District.

4-6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of Eureka County School District or his/her designated representative(s).

4-7 The terms "School Trustees" and "Association" shall include authorized officers, representatives, and agents.

4-8 The term "days" as used in this Agreement shall mean working days, not calendar days, unless otherwise specified, and applies to all leave days. Working days shall mean days on which the teacher is under contract. (Modified 2010)

4-9 The term "school year" shall be as defined in Nevada Revised Statutes 388.080 which states: "The public school year commences on the 1st day of July and ends on the last day of June." The term "contracted school year" as used in this Agreement shall mean the period of time on the first contracted day of each school year to the last contracted day of the school year.

4-10 The term "EMRB" means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.

4-11 The term "Agreement" refers to this document. (Modified 1999)

4-12 The term "immediate family" will refer to mother, father, husband, wife, children (son, daughter, son-in-law, daughter-in-law, step-children, foster children, adopted children), brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, aunt, uncle, niece, nephew, and persons currently living in the immediate household. A person currently living in the immediate household must be a minor legally under the guardianship of a member of the household or meet the following requirements: reside in the household, receive mail at the household, show the address of the household as his/her address on all legal documents, and may not be registered to vote at any other U.S. address. For purposes of bereavement leave, first and second cousins will also be considered immediate family. (Modified 2007)

4-13 The term "he" or "she", "his" or "her", are not to be construed as gender framing, but understood to be inclusive of both genders throughout this contract.

## **ARTICLE 5: RECOGNITION**

5-1 The Board of Trustees recognizes the Association as the exclusive representation of all contractual non-administrative certified personnel of the District on the Teachers' Salary Schedule. It is agreed that any employee who is contracted to spend fifty percent (50%) or more of his/her work day performing administrative duties shall be excluded from the bargaining unit represented by the Association, (Modified 1998) and loses all accrued teachers' seniority. (Clarified 2001)

5-2 The Association will have the privilege of placing media related to the Association in teachers' mailboxes and of delivering its materials through the school mail system, subject to the usual size and weight restrictions. It is agreed that the Association person wishing to use this privilege will first clear it with the Principal.

5-3 The District will share items of public record with the Association.

## **ARTICLE 6: EMPLOYEE RIGHTS**

6-1 No teacher shall be disciplined, i.e., suspended, reduced in rank or compensation, or dismissed, without just cause. No teacher shall receive a written reprimand without just cause. It is agreed that only the Association may appeal a written reprimand to arbitration. No post-probationary teacher shall be non-renewed without just cause. Newly hired teachers shall serve a probationary period as provided in NRS 391. (Modified 2003)

6-2 A teacher shall be given a copy of all material prior to it being placed in the personnel file and shall date and sign the material prior to its placement in the file except for routine district business forms such as payroll and W-2 forms. The teacher shall have the right to examine his/her personnel file. Anonymous or unattributed material shall not be placed in the file. A teacher shall have the right to place a statement in his/her file which s/he believes explains or refutes negative material placed in the file by the District. (Modified 2015)

6-3 The School District will follow a policy of progressive discipline which minimally includes a verbal warning, written reprimand, suspension or leave of absence, and as a last and final resort, dismissal. Progressive discipline does not require discipline at each level in the progression but rather allows the District to apply the step appropriate for the nature of the offense and the past record of the teacher. (Modified 2015)

6-4 A teacher may restrain a pupil when it is essential for self-defense or for protection of other persons or to quell a disturbance threatening physical injury.

6-5 The Superintendent or designee shall maintain the personnel file for each teacher for School District purposes. A site personnel file may also be maintained. The files shall be kept under conditions that protect their integrity. (Modified 2015)

6-6 The District shall not discriminate for or against any employee on the basis of race, religion, color, national origin, gender, sexual orientation, disability, marital status, employee organization or political affiliation, or age for the purposes of evading the spirit of this Agreement. (Modified 2015)

6-7 An observation that results in a negative written evaluation or direction for change shall be called to the employee's attention in writing within ten (10) days after the observation triggering the evaluation or direction for change. The provisions of this section shall not apply to routine supervision of teachers that includes suggestions for improvement. (Modified 1998)

6-8 Whenever an employee is called before an administrator or the Board concerning any matter which may have an adverse effect on continuation in position or employment, the District will provide advance notice of the purpose of the meeting. It is understood that the employee shall have the right to have Association representation at such meeting. (Modified 1998)

6-9 Teachers may have input into choosing educational materials and supplies.

6-10 While developing evaluation forms, the District is willing to hear input from the Association, pursuant to NRS 391. (Modified 2003)

6-11 Teachers may make copies of their Letter of Intent before turning it back to the District within the prescribed time limit.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

### 7-1 Definitions:

7-1-1 A "grievance" is a complaint by a teacher, a group of teachers, or the Association based upon alleged violation, misinterpretation, or inequitable application of any provision of the Agreement.

7-1-2 The "aggrieved" is a teacher, a group of teachers, or the Association asserting a grievance.

7-1-3 A "party of interest" is any person or persons who might be required to take action or against whom action might be taken in order to resolve any question concerning the spirit of this Agreement.

7-1-4 The term "days" when used in this Article shall, except where otherwise indicated, mean working days rather than calendar days. Timelines may be waived by mutual agreement of both parties. (Modified 1999)



## 7-2 Purposes/Structure:

7-2-1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

7-2-2 An Association representative may be present for any meeting between District representatives and the employee regarding the grievance, and for hearing, appeal, or other proceeding relating to a grievance which has been formally presented in writing.

7-2-3 If in the judgment of the Association a grievance affects a group of teachers of the Association, the Association may initiate and submit such grievance in writing directly to the Superintendent. The processing of such grievances shall be commenced at Level Two. Class grievances involving the Administrator above the building level may be filed by the Association at Level Two.

7-2-4 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level Two.

7-2-5 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at any grievance which has been formally presented in writing and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

## 7-3 Time Limits:

7-3-1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

7-3-2 If a teacher does not discuss an alleged violation of this Agreement informally with the Principal, Administrator, or Supervisor responsible for the violation within ten (10) days after the violation last occurred, then the grievance shall be considered waived.

## 7-4 Procedure(s) When Grievance Is Filed by Teacher(s):

7-4-1 Informal Discussion, School Principal: If a teacher feels that s/he has a grievance, s/he shall first discuss that matter informally with his/her Principal or Administrator or a Supervisor to show s/he is directly responsible and may request the presence of that

school's grievance representative or any other representative. If a teacher plans to bring a representative to the informal meeting, the teacher will notify the Principal, Administrator, or Supervisor involved ahead of time. The informal discussion shall occur within twenty (20) days after the most recent occurrence of the violation. If a teacher does not discuss an alleged violation of this Agreement informally with the Principal, Administrator, or Supervisor responsible for the violation within twenty (20) days after the violation last occurred, the grievance shall be considered waived. If the grievant is not satisfied with the outcome of the informal discussion, the grievance will move to Level One. (Modified 2006)

7-4-2 Level One, Formalized Grievance: If a teacher is not satisfied with the disposition of his/her problem through informal procedures, s/he shall submit his/her claim as a formal grievance in writing to his/her Principal or Licensed Administrator and to the Association's Grievance Representative, within twenty (20) days following the informal discussion with the Principal or Licensed Administrator. The Principal or Licensed Administrator shall, within twenty (20) days of receipt of a formal grievance, mutually schedule a hearing. The Principal or Licensed Administrator shall, within twenty (20) days following the Level One hearing, render his/her decision and the reasons therefore in writing to the aggrieved, with a copy to the Association's Grievance Representative, and to the Superintendent. (Modified 2006)

7-4-3 Level Two, Superintendent of Schools: If the aggrieved is not satisfied with the written disposition of his/her grievance, s/he shall appeal the written grievance to the Superintendent in writing within fifteen (15) days after the grievance was presented at Level One. (Modified 2003)

7-4-4 The Superintendent or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal, the Superintendent or his/her representative shall meet with the aggrieved for the purpose of resolving the grievance. The Level Two hearing shall be mutually scheduled between the aggrieved person and the District. The Superintendent shall, within ten (10) days of the informal hearing, render his/her decision and the reasons therefore in writing to the aggrieved, the Principal or the appropriate Administrator, and the Association. (Modified 2003)

7-4-5 Level Three, School District Board of Trustees. If the answer of the Superintendent does not satisfactorily resolve the grievance, the grievant and the Association may, within ten (10) days after receipt of the written answer from the Superintendent, submit the grievance to the Board in writing. The written submission to the Board shall state the rationale for the grievant's and/or the Association's rejection of the superintendent's response. The Board shall conduct an informal hearing on the grievance within thirty (30) days after receipt of the written grievance and shall issue its written decision with regard to the matter within ten (10) days following the hearing before the Board. At the grievant's discretion, the grievant and/or his/her counsel will be in attendance during all hearings conducted by the Board. (Added 2007)

7-4-6 Level Four, Arbitration: If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after s/he first notified the School District Board of Trustees, s/he may within five (5) school days after a decision by the School District Board of Trustees or within fifteen (15) school days after s/he has first met with the School District Board of Trustees, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determined that the grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, the Association may, by written notice to the School District Board of Trustees, within fifteen (15) school days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any questions arise as to the arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. (Modified 2007)

7-4-7 Within five (5) school days after written notice of submission to arbitration, the Superintendent and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request by either party for a list of arbitrators shall be made to the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

7-4-8 The arbitrator so selected shall confer promptly with representatives of the Superintendent and the Association, shall review the record of prior hearings, and shall hold further hearings with the aggrieved and such other parties in interest s/he shall deem requisite, and unless extended by mutual agreement, shall issue his/her report not later than thirty (30) calendar days from the date of his/her selection as arbitrator. All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning the progress of the hearings.

7-4-9 The arbitrator's decision shall be submitted in writing to the aggrieved, the District, and the Association, and shall set forth his/her findings of fact, reasoning, and decision on the issues submitted. The arbitrator's decision shall be binding and shall be consistent with the law and with terms of this Agreement.

7-4-10 The costs of the services of the arbitrator shall be shared equally by the parties. Each party agrees to bear its own costs, fees, and expenses in the preparation, presentation, and participation in the case before the arbitrator.

7-4-11 By mutual agreement between the District and the Association, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration. See Appendix D for procedures. (Modified 2003)

#### 7-5 No Reprisals:

No reprisals of any kind will be taken by the Board or the School Administration against any teacher because of his/her participation in this grievance procedure.

#### 7-6 Cooperation:

The parties will cooperate in the investigation of any grievance, and further will make available such information pertinent to the grievance as requested.

#### 7-7 Released Time:

7-7-1 Should the investigation or processing of any grievance require that a teacher or Association representative be released from his/her regular assignment, one day of released time will be allowed without pay.

7-7-2 If a teacher is called as a witness during normal working hours, the party calling such a witness shall pay the substitute teacher rate if a substitute teacher is required.

#### 7-8 Personnel Files:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### 7-9 Withdrawal:

A grievance may be withdrawn at any level by the aggrieved and/or the Association without prejudice.

#### 7-10 Grievance Forms:

Forms for filing grievances, serving notices, taking appeals, reports, and recommendations, and other necessary documents, will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. (Modified 2006)

#### 7-11 Timelines:

If the District fails the timelines of the grievance process, the grievance is deemed in favor of the grievant unless the grievance involves monetary considerations, then the grievance proceeds to the next level. If the teacher fails the timelines in the grievance process, the grievance is waived. (Modified 2012)

## **ARTICLE 8: TEACHERS' HOURS**

### 8-1 Hours:

8-1-1 The work day for teachers shall be eight (8) hours and forty five minutes (8:45) four (4) days per week excluding the lunch period plus five (5) seven (7) hour in-service days and two (2) parent-teacher conference days. Those teachers who have coaching duties will use the time after the end of the student day to perform their coaching duties, unless other circumstances change the normal schedule. Lunch duty is paid duty. Those teachers wishing to participate will be paid at the rate of twenty dollars (\$20.00) per hour. Lunch duty will be offered to teachers first and will be assigned and rotated on an equitable basis among those teachers wishing to participate. If there are not enough volunteers, the District may assign paid duty to the remaining teachers on an equitable, rotating basis. (Modified 2015)

8-1-2 The teachers' duty-free lunch period shall be uninterrupted except when emergencies and/or scheduled special events make it necessary to alter a teacher's assignment. Teachers shall request permission from the Principal before leaving school grounds for non-job-related activities except during a lunch period when the teacher is not on lunch duty, self-imposed duty, or there is not an emergency that requires the teacher's help. Permission to leave shall not be unreasonably withheld.

8-1-3 Upon the approval of the Principal, a bargaining unit member may be permitted divergence from the regular school day.

### 8-2 Extended School Time:

8-2-1 Teachers may be required to report early and/or to remain after completion of the school day without additional compensation within the following limits:

8-2-2 To attend general faculty meetings when called by the Superintendent, the Principal, or other administrative officers.

8-2-3 To continue the tradition of voluntary participation in parent-teacher and other similar activities. Parent-teacher conference days will be designated on the school calendar.

8-2-4 To be available for duties in the event of an emergency.

8-2-5 To be available to parents for mutually scheduled consultations before, during, or after completion of the regular school day.

### 8-3 Travel Time:

Travel time of any teacher required by the District to travel between schools (but not between the home or point of origin and the school and/or the return) shall be considered as part of such teacher's work day. Mileage will be granted to such teachers when using their own vehicles if transportation is not provided. (Modified 2006)

### 8-4 Prep Time:

8-4-1 The District shall provide each teacher preparation time during the student day as specified below. Such preparation time shall be used for classroom preparation. Preparation time may also be used for emergencies and meetings as the Principal directs. Prior notice of meetings will be given if possible. (Modified 1996)

8-4-2 All teachers will be given daily preparation time during the student day of a minimum of two hundred forty (240) minutes each school week, prorated for the percentage of full-time actually taught. Teachers will receive compensation when their preparation period is lost because of temporary or regular scheduling requirements at a rate of 1/7 of their daily contracted salary. Preparation time will be prorated for teachers scheduled to work for less than a full school day. (Modified 1996)

8-4-3 All elementary teachers shall be given a minimum of two hundred forty (240) minutes of preparation time per week and such time shall occur in daily blocks of not less than twenty-five (25) minutes. (Modified 1999)

8-4-4 All high school teachers shall be given a daily preparation time during the student day of one class period per day based on a seven-period day at a minimum of 61-minutes each. If the four (4) day week should change to a five (5) day week, preparation time shall be renegotiated. (Modified 2010)

8-4-5 The teachers at a building site may waive the contract provision above by moving the preparation period to outside the student day but within the contract day to facilitate a common prep. A two-thirds (2/3) majority vote of the teachers at the site is required to implement this waiver. The Association shall be authorized to conduct the vote if such a waiver request is received by the Association or the District. Any such waiver, if granted, shall apply only for the school year in which the vote is taken. The waiver is not renewable without another request and vote of the teachers. (Modified 2003)

### 8-5 Calendar Committee:

There shall be a Eureka Attendance Area and a Crescent Valley Attendance Area calendar committee, each consisting of three teachers appointed by the Association, one administrator, and one member of the District Board. The committee shall make recommendations to the District Board regarding the school calendar not later than April

1 of each year for the year beginning July 1 of that year. The committee shall recommend, among other issues, the timing of school holidays and breaks. (Modified 2010)

#### 8-6 Field Trips:

The District shall consider requests for academic field trips.

#### 8-7 In-service:

8-7-1 The District shall provide a one day orientation session prior to in-service at the beginning of the school year for new teachers to provide information and materials necessary for them to do their job. New teachers shall be paid their daily rate of pay for this day. (Modified 2003)

8-7-2 The Association shall meet with the District by the end of each school year to discuss and have input into the District's choosing education (in-service) classes presented to the faculty for professional growth purposes. Teachers who experience an unavoidable conflict with a workshop or training program will seek an excuse from the Principal. (Modified 2012)

### **ARTICLE 9: PAID TIME OFF**

#### 9-1 Paid Time Off:

9-1-1 Paid Time Off (PTO) is leave that shall be granted to a teacher who is absent during the school year. (Added 2010)

9-1-2 On the first school day of each year, each full-time teacher shall be credited with fifteen (15) days of paid time off (PTO). A teacher will be charged 1.0 day for each PTO day used. PTO that is not used by the end of the school year shall be converted to sick leave at the end of the school year to accumulate without limit. (Added 2010)

When requesting PTO a teacher must submit a written PTO request to the District. Within his or her PTO request, the requesting teacher must indicate a reason for his or her absence/PTO request. Should the reason be related to the medical condition of the teacher or the medical condition of a family member of that teacher, the teacher need only indicate that the reason for his or her request relates to his/her or his/her family member's "healthcare."

9-1-3 PTO for certified persons whose contracts are not written for one (1) full year shall be prorated on the basis of fifteen (15) days per school year prorated to the contract period. In determining the proportional amount of PTO earned by teachers who work less than a 151-day school year, the following formula shall be used and rounded to the nearest full day. (Modified 2015)

$$\text{Contracted days} \times 15 \text{ days} = \frac{\text{PTO earned}}{151}$$

9-1-4 In the event a teacher does not complete the number of days required by his/her contract, the number of PTO days used in excess of the number of pro-rated days earned will be deducted at 1/151 of the regular annual rate when the final pay of the terminated teacher is computed. (Added 2010)

9-1-5 Teachers who are contracted for part-time teaching shall receive PTO benefits prorated based on the percent of that granted to full-time teachers rounded to the nearest day. (Added 2010)

## **ARTICLE 10: USE OF ACCUMULATED SICK LEAVE AND OTHER RETIREMENT BENEFITS**

### 10-1 Sick Leave:

#### *10-1-1 Use of Transferred Sick Leave*

Pursuant to NRS 391.180, a teacher who enters employment with the District may bring earned days of sick leave with him/her. This transferred sick leave ("Out of District Sick Leave") will be recorded by the District, and stored for the employee should he or she have an insufficient amount of sick leave earned within the District ("District Sick Leave") to cover the leave needed for a health related event. When using sick leave, a teacher's use will comply with NRS 391.180. Out of District Sick Leave is not eligible for application under Articles: 10-1-3 or 10-1-5.

#### *10-1-2 Use of Sick Leave*

Accumulated sick leave may be used by a teacher who is unavoidably absent because of personal illness, temporary disability, medical appointment, accident, or diagnostic test(s) which cannot be scheduled during vacation periods without being detrimental to the health or safety of the teacher. (Modified 2010)

#### *10-1-3 Verification of Basis for Absence*

Verification of the teacher's illness, disability, or medical appointment may be required in order to charge the absence to sick leave. Verification of the teacher's ability to return to work may also be required. The District has the right to require verification if there is evidence of the misuse of sick leave. (Modified 2010)



#### *10-1-4 Elective / Cosmetic Surgery/Treatment*

Absences related to elective or cosmetic surgery/treatment do not qualify a teacher for use of sick leave. Sick leave will not be granted for elective or cosmetic surgery or other medical or surgical treatment which can be performed during vacation periods, provided that delaying such treatment will not be detrimental to the physical/emotional health or safety of the individual. If in doubt, the Superintendent may require a physician's statement. (Modified 1999)

#### *10-1-5 Sick Leave Bank*

Teachers wishing to participate in the Sick Leave Bank may donate one day of accumulated District Sick Leave per year to said Bank. New teachers may donate one day of paid time off (PTO) their first year to the Sick Leave Bank. Individuals who have donated to the Bank may apply to use the Sick Leave Bank days when their sick days are exhausted for medical purposes. The Superintendent and the ECTA Executive Council will jointly approve all withdrawals from the Sick Leave Bank. Sick leave procedures can be found in Appendix A. (Modified 2010)

#### *10-1-6 FMLA Leave*

In the event that an employee takes leave pursuant to the Family and Medical Leave Act, accumulated sick leave must be used as part of the leave. (Modified 2010)

Any eligible employee may be granted a total of twelve (12) work weeks of unpaid family and medical leave during a 12-month period. The parties agree that for the purpose of FMLA leave, the 12-month period is measured backward from the date an employee uses any FMLA leave. (Modified 2007)

#### 10-2 Family Illness:

Teachers may be granted a Leave of Absence with pay to be deducted from his/her accumulated sick leave when unavoidably absent because of serious accident or illness within the immediate family. It is understood that section 10-1-2 applies to this section. (Modified 2010)

#### 10-3 Pay for Accumulated Sick Leave:

##### *10-3-0 Employment Longevity Benefit (HSA Benefit)*

Any employee eligible to participate in the Employment Longevity Benefit may cash out his or her District Sick Leave in exchange for a District contribution to his or her health

savings account ("HSA"). The rules and restrictions for participation in the Employment Longevity Benefit are set out as follows:

a) Eligibility:

To be eligible to participate in this Benefit, an employee must:

- i. Participate in a District healthcare plan that renders the employee eligible to participate in an HSA;
- ii. Have opened an HSA which is eligible to receive employer contributions;
- iii. Have completed ten (10) years of service with the District; and
- iv. Maintain a balance of District Sick Leave equivalent to (1) year of service, currently one hundred and fifty-one (151) days of District Sick Leave, in his or her sick leave bank.

b) Rules and Restrictions:

The following rules and restrictions apply to all eligible employees participating in the Employment Longevity Benefit:

- i. After becoming eligible to participate in the Employment Longevity Benefit, an employee may cash out a maximum of twenty (20) days of District Sick Leave annually (based on a calendar year).
- ii. An employee may only cash out days of District Sick Leave earned on or before the date of his or her Request.
- iii. An employee may not cash out days of District Sick Leave which would reduce the employee's District Sick Leave balance below the one year of service threshold set out above, currently one hundred and fifty-one days.
- iv. To cash out District Sick Leave, an eligible employee must submit a written HSA Contribution Request to the District. This Request must state how many days of District Sick Leave the employee wishes to cash out for the calendar year in question.
- v. All HSA Contribution Requests must be submitted to the District on or before January 31<sup>st</sup> of the calendar year in which the contribution is to be made.

- vi. The contribution rate for each day of District Sick Leave cashed out will be fifty percent (50%) of the Daily Substitute Rate as designated on February 1<sup>st</sup> of the year in which the contribution is to be made. (Added 2018).

*10-3-1 Pay for Accumulated Sick Leave at Separation of Employment with the District*

Employees who terminate employment during the term of this Agreement shall be paid for their District Sick Leave accumulated while under contract with Eureka County School District as follows in A, B, and C. To be eligible for payment for sick leave under this provision, a teacher must have completed five (5) years of employment with Eureka County School District. For each full day of accumulated sick leave, the following payoff options are available: (Modified 2015)

- A. Employees will be compensated as follows for accumulated sick leave: (Modified 2015)
  - a. 30% of the substitute rate for up to 50 days;
  - b. 35% of the substitute rate for days greater than 50, not to exceed 100 days;
  - c. 40% of the substitute rate for days greater than 100, not to exceed 220 days.

An employee may accept the compensation in one of three forms:

- 1. Cash;
  - 2. Continued health insurance coverage through the District's health insurance plan equal to the value of the cash payoff;
  - 3. Purchase by the District of additional service credit toward PERS retirement benefits equal to the value of the cash payoff. For example, if the employee is entitled to \$1,000 cash payoff, the District will pay PERS \$1,000 to purchase retirement credit.
- B. Employees who meet the following eligibility criteria may opt to have the District purchase retirement credit equal to one-half the number of accumulated District Sick Leave days the employee has on the date of retirement. For example, if the employee has one hundred and fifty (150) accumulated District Sick Leave days, the District will purchase one-half year of retirement credit. Employees will be compensated for accumulated

sick leave at 50% of the substitute rate for days greater than 100, not to exceed 220 days. (Modified 2018)

- 1) The employee must have been employed by the District for 10 years or more;
- 2) The employee must retire and begin receiving benefits from the Public Employees Retirement System of Nevada immediately following separation from District employment;
- 3) The employee must agree to not seek re-employment by the District in any capacity that would require District participation in the retirement program on the employee's behalf unless the position to be filled has been deemed as a critical labor shortage position and the employee meets the requirements as referenced in NRS 286-523. (Modified 2007)
- 4) Application must be made to the Board no later than January 1<sup>st</sup> of the year in which the employee wants to retire. Under extenuating circumstances, the Superintendent may waive the timeline. (Modified 2018)

C. Employees who meet the following eligibility criteria may opt to have the District purchase retirement credit equal to the number of accumulated sick leave days the employee has on the date of retirement, with 150 days equaling one year of retirement credit. Employees will be compensated for accumulated sick leave at 50% of the substitute rate for days greater than 100, not to exceed 220 days. (Modified 2018)

- 1) The employee must have been employed by the District for 20 years or more;
- 2) The employee must presently be a member of the Public Employees Retirement System of Nevada for 15 years or more;
- 3) The employee must retire and begin receiving benefits from the Public Employees Retirement System of Nevada immediately following separation from District employment;
- 4) The employee must agree to not seek re-employment by the District in any capacity that would require District participation in the retirement program on the employee's behalf unless the position to be filled has been deemed as a critical labor shortage position and the employee meets the requirements as referenced in NRS 286.523. (Modified 2007)

- 5) Application must be made to the Board no later than January 1 prior to the year employee wants to retire. Under extenuating circumstances, the Superintendent may waive the timeline. (Modified 2007)

Payoff is available under only one of the above options (i.e., either paragraph A, B, or C). (Modified 1998)

Payment will be computed and made during the month of July for teachers who terminate prior to July 1.

The amount of \$10,000 shall be funded to pay for accumulated sick leave during each year (exclusive of the cost of the purchase of retirement credit). (Modified 2010)

If payment for accumulated sick leave exceeds the funded amount, then each teacher eligible to receive pay for accumulated sick leave shall receive a prorated share of the fund. Any balance remaining may be paid in the year immediately following retirement or resignation, provided that the \$10,000 limit is not exceeded. (Modified 2010)

The legal heir or beneficiary of a District employee who dies while still employed by the District will receive the compensation that employee would have been entitled to per section 10-3-1(A) of this Agreement. (Modified 2012)

#### 10-4 Additional Sick Leave:

Teachers who have exhausted all of their accumulated sick leave benefits may be considered for additional sick leave subject to the decision of the Board of Trustees.

### **ARTICLE 11: TEMPORARY LEAVE OF ABSENCE**

Leaves of absence may be granted as follows:

#### 11-1 Military Leave:

Pursuant to applicable federal and Nevada statutes, teachers who must serve under orders in military programs shall not lose salary from the School District for participating in such programs for up to fifteen (15) school days per school year.

#### 11-2 Professional Leave:

With the approval of the Principal, Superintendent, and the School Trustees, leave may be granted for the purpose of attending out-of-state professional meetings, conferences, assemblies, and conventions if it is thought that such attendance will be of significant value to the Eureka County School District. At the discretion of the School Trustees, per

diem and/or travel may be provided by the District, and salary may be continued during the leave as directed by the School Trustees.

Requests for professional leave for meetings, conferences, etc., that are to be held instate can be approved by the Principal and the Superintendent. At the discretion of the Superintendent, per diem and/or travel may be provided by the District, and the salary may be continued during the leave as directed by the Superintendent.

### 11-3 Public Offices:

Any teacher who is elected to public office may request from the Board of Trustees a leave of absence without pay in order to discharge the duties of the office.

### 11-4 Association Leave:

#### *11-4-1 Mandatory Out-of-Town Association Business Leave*

Upon reasonable written notification to the Principal and Superintendent, a total of two (2) days of leave per school year without loss of pay shall be granted to the President or other designated Association representative for the purpose of attending mandatory out-of-town Association business meetings. (Modified 2015)

#### *11-4-2 Board of Trustees Meeting Attendance*

In the event the Board of Trustees schedules a regular board meeting to be held during the work day, i.e., between 7:00 a.m. and 4:00 p.m., the Association President or designee is released from duty to attend. Such release shall be without loss of pay or benefits. (Modified 1999)

#### *11-4-3 Association Leave*

Upon reasonable written notification to the Principal and Superintendent, Association Leave, leave without a loss of pay, may be granted to any Association member attending to Association business, excluding circumstances set out in 11-4-1 and 11-4-2. When Association Leave is used, the Association will repay the District for the cost of any substitutes hired to cover absences related to Association members taking leave to attend to Association business. (Added 2018).

### 11-5 Critical Periods:

Professional leave and Association leave shall not be requested during the first four (4) days or the last four (4) days of the school year except under unusual or extenuating circumstances. (Modified 2010)

### 11-6 Specialized Leaves:

Jury Duty - Any teacher called to service for jury duty shall be paid for the time required to complete designated jury duty, with the stipulation that said teacher will sign jury duty wages over to the District.

Subpoena - Should a teacher receive a subpoena to appear in court as a witness in a trial procedure to which neither the teacher nor the Association is a party, the teacher shall be granted paid leave to satisfy the subpoena.

### 11-7 Bereavement Leave:

Teachers may be granted one or more leaves of up to three days' absence with pay in the event of the death of a member of his/her immediate family. The Superintendent may, upon request and under extenuating circumstances, extend the leave five (5) additional days, to be charged to sick leave.

## **ARTICLE 12: EXTENDED LEAVES OF ABSENCE**

### 12-1 Extended Leaves of Absence:

12-1-1 Upon written petition to the Superintendent for submission to the School Trustees, supported by a letter from the Principal recommending such leave, any teacher who has been employed in the Eureka County School District for the preceding five (5) years may request a leave of absence without pay for a period of time not to exceed one (1) school year. Requests must be submitted prior to June 1 except in maternity cases, adoption cases, illness when recommended by the attending physician, or death in the immediate family.

An extension of a leave beyond one year will be treated as a separate leave request which must be filed not later than June 1. Such request may be granted at the sole discretion of the Board of Trustees. (Modified 1996)

12-1-2 During the leave, the teacher must give written notice to the School Board prior to March 1 stating whether or not the teacher plans to return. Failure to give such notice will automatically forfeit the right of the teacher to return.

12-1-3 Teachers granted a leave of absence will return to duty at the same status on the salary schedule, unless the teacher has qualified for advancement, as shown at the date leave was granted. S/he shall also be credited with the sick leave accumulated at the time the leave of absence was granted. The returning teacher shall be assigned to an appropriate class using the placement decision chart in Appendix A. (Modified 2010)

### 12-2 Child-Rearing Leave:

12-2-1 The provisions of this section provide a benefit which will begin after the teacher exhausts all leave available under the provisions of the Family and Medical Leave Act (FMLA). Teachers who are eligible for and wish to take the extended leave provided in this section shall notify their Principal at least five months prior to the expected birth of the child unless there are extenuating circumstances and with the consent of the Principal. (Modified 2007)

12-2-2 A certified teacher who is a new mother or father shall be granted child-rearing leave without pay not to exceed eleven (11) months, excluding leave taken under the provisions of the FMLA, upon written application to the Board of Trustees submitted at least one month prior to the commencement of the requested leave. Upon mutual agreement by the teacher and the building Principal, exception may be made to the anticipated return of the teacher to the classroom. (Modified 2007)

12-2-3 Such leave may be requested at any time during the pregnancy or within one month after the birth of the child.

12-2-4 No benefits shall accrue to the teacher while on a child-rearing leave. The District shall pay for insurance benefits during leave covered by FMLA but shall not pay for the employee's health insurance during child-rearing leave which is not covered by either FMLA or accrued sick leave. Upon his/her return, the teacher shall be credited with any accumulated unused sick leave. The employee may have employee paid benefits for the remainder of the month in which leave is granted only. (Modified 1998)

12-2-5 If both parents are employees of the District, only one may take child-rearing leave at a time. (Modified 2010)

12-2-6 An employee on child-rearing leave may continue to participate in the group medical plan, at his/her own expense, paid in advance to meet the District's payment schedule, which is the first of the month prior to the month of coverage. (Normal District contributions will be made on behalf of the teacher during the leave period covered by the FMLA.) (Modified 1996)

12-2-7 Child-rearing leave not covered by the FMLA is leave without pay. If a teacher chooses not to request child-rearing leave, s/he may use sick leave (in lieu of childrearing leave) appropriately during such time that s/he is not able to perform his/her duties because of the birth of the child. (Modified 1996)

### 12-3 Adoption Leave:

Leave shall be granted to a teacher adopting a child on the same basis as to a teacher eligible for child-rearing leave. (Modified 1996)



## ARTICLE 13: SALARIES, SCHEDULED WORKING DAYS AND INSURANCE

### 13-1 Teacher Work Days and Hours

Teachers shall work up to a one hundred and forty-four (144) day student contact calendar plus five (5) seven (7) hour in-service days and two (2) parent-teacher conference days. Parent-teacher conference days will be designated on the school calendar. (Modified 2015) .

For teachers in a District High School, parent-teacher conference days may be used as "collaboration days." A collaboration day includes any facilitated activities and/or professional development courses and/or activities scheduled by the school's administrator.

### 13-2 Salary (Revised 2018).

#### (a) Salary Schedule Assignment

##### 1. Salary Schedule A - All Teachers

All Teachers employed by the District will be placed on Salary Schedule A.

#### (b) Salary Increases

##### 1. FY 2022 (July 1, 2021-June 30, 2022)

###### a. *Salary Schedule A*

Salary Schedule A is instituted for FY 2022 (July 1, 2021 – June 30, 2022).

The salaries represented on Schedule A reflect a 2.2% cost of living increase to the salaries instituted for FY 2022. Certified personnel shall receive their step-up for the current fiscal year.

###### b.

- (Modified 2021)

13-1-1 Teachers new to the District shall not receive compensation until they have completed eight (8) contracted working days not to include the new teacher orientation day. (Modified 2010)

### 13-3 Medical Insurance

The School District will pay the group medical premiums for full-time employees. The District will pay for ½ of the family premiums for currently employed full-time employees. For employees who have contracts less than full-time, the health insurance benefit shall be prorated based on the fractional percentage of a full-time employee. New employees will be responsible for securing their own insurance coverage during the 60-day, not to exceed 90-day, waiting period as established by the District's insurance carrier. The District will only (no dependent coverage) reimburse the actual expense of this insurance up to what is currently being paid for employee insurance, starting the first day of the contract. The District shall consult with the Association regarding benefits to be included in the insurance program. The District shall involve the Association regarding benefits to be included in the insurance program in accordance with NRS 288. (Modified 2015)

### 13-4 Daily Rate

The total number of working days for all teachers on the teachers' salary schedule during a normal school year shall be one hundred and forty-four (144) student days plus five (5) seven (7) hour inservice days and two (2) parent-teacher conference days, totaling one hundred and fifty-one (151) working days . By mutual agreement, the Superintendent and an employee may contract for additional work days. Such agreement may require advance approval of the Board of Trustees. Compensation for all additional days will be at the employee's daily rate of pay. The daily rate of pay is the employee's salary as determined by the salary schedule divided by 149. Note: the dividing number (149) used in this provision was specifically negotiated by the parties. (Modified 2018)

### 13-5 PERS Contribution

The District shall pay for 100% of the required Public Employees Retirement System contribution. A change in the percentage of compensation to be contributed to PERS shall not result in an automatic change in the salary schedule but rather shall be considered to have been a negotiated adjustment to compensation.

### 13-6 Teachers Hired After Start of School Year

Teachers hired after the beginning of the school year or who begin or return from a leave of absence shall be given credit for one full year of service for advancement

on the salary schedule provided they are employed and paid for 76 working days that school year by the District. (Modified 2010)

### 13-7 Leave

Teachers on approved leaves covered in the contract may pay the total premium to the District insurance fund and receive the benefits thereof. The District may use its discretion to approve leaves not spelled out in the contract.

### 13-8 Health Insurance Joint Committee

A joint insurance committee shall be established whose purpose is to monitor, review, and recommend to the Board of Trustees any and all changes to the employee health insurance plan. The Insurance Committee shall meet quarterly, but may schedule additional meetings should the Committee deem additional meetings necessary. The insurance committee shall be composed of at least two (2) members of each bargaining unit, two (2) administrators appointed by the Superintendent, and one (1) member of the Board of Trustees. For voting purposes each association shall have two (2) votes, the Board Member shall have one (1) vote, and the Superintendent's appointees shall have two (2) votes. Association members are to be appointed by the President of the Association. The District and the Association will meet and confer when any changes in insurance programs are anticipated. (Modified 2018)

### 13-9 Working Outside Contract Days

Upon approval of the Superintendent, teachers who work beyond the contractual days shall be compensated at their daily rate of pay (salary/contracted days) for each day worked beyond the contractual days. Additional work shall be paid in half-day units. (Modified 1999)

### 13-10 Voluntary Work and Special Projects

Teachers who volunteer to undertake special projects, such as writing grants for the District, or activities that do not directly involve students and are outside the realm of a teacher's regular duties shall be paid an hourly rate determined by the District. Curriculum writing is not considered a special project. (Modified 2001)

### 13-11 Advancement Credits

For advancement on the salary scale, the District shall honor all credits earned for classes to which an accredited community college, college or university has

assigned a course number. All approved institutions must be accredited with those accrediting associations generally recognized by the American Association of Collegiate Registrar and Administration Offices (AACRO). The District will have the right to deny any questionable credit. All University credit must be semester credits and quarter credits will be given the weight of 2/3 of a semester credit. (Modified 2001)

For advancement on the salary schedule, all course work must be completed prior to September 1. Verification of earned credits must be received in the District Office prior to November 1 of the contract year. (Modified 2001)

Teachers will be reimbursed per credit at an amount not to exceed the equivalent cost of a graduate credit, as established by the State university system, for up to six (6) credits per year, from September 1 through August 31. Credit reimbursement must be requested within 180 days following course completion. (Modified 2001)

### 13-12 Undergraduate Credits

Undergraduate courses may be approved for movement on the salary schedule by submitting the course description to the Superintendent. S/he shall have the power to approve undergraduate credits. (Modified 2015)

### 13-3 Supplements to Base Salary

2/3% must be graduate credits for all teachers hired during and after the 1990-91 school year.

**\*\*Must be all graduate hours. Credits once recognized will always be recognized at all steps; however, correction may be made when credits are recognized as a result of administrative error or incorrect reporting. There shall be no retroactive adjustments or compensations. (Modified 1998)**

Credits shall mean semester credits. Quarter credits will be converted to semester credits using the formula one quarter credit equals 2/3 of a semester credit. (Modified 1998)

For a Master's Degree, \$1,000 will be added to the teacher's current step annually. A teacher may receive only one Master's Degree stipend. (Modified 1996)

For a Doctoral Degree, an additional \$1,000 will be added to the teacher's current step annually for a total of \$2,000 per year for a teacher with both a Master's Degree and a Doctoral Degree. A teacher may receive only one Doctoral Degree stipend. (Modified 1996)

One salary step credit may be given for each year of successful teaching experience outside of the State of Nevada, which may include two years of Armed Services (active duty) time with an honorable discharge. Current teachers may request additional salary step credits to be effective with the 1996-97 school year. (Modified 2015)

### 13-4 Special Increases

Special increases may be approved by the Board and granted to each Association (classified and certified) in equal percentage amounts, and are usually based on exceptional job performance, or other extenuating circumstances. These increases are in the form of a one-time incentive pay and are not added to the employee's base rate of pay and are also non-PERS compensation. Such determination and implementation of such increases are not subject to the negotiated grievance procedure. The District will meet and discuss (but not negotiate) any such special increases with the Association prior to implementation of such increases. The District has the sole discretion in awarding Special Increases in any given fiscal year, subject to the limitations provided herein.

### 2021-2022 EXTRACURRICULAR

Item No.	Position / Activity	Percentage (%) of Base	
1	District Activities Director (Modified 2012)	With no extra prep time	14
		With extra prep time	6
2	High School Head Coach <sup>2</sup>	9	
3	Junior High Head Coach	4	
4	High School Assistant Coach <sup>6</sup>	5	
5	Junior High Assistant Coach	2.5	
6	Cheerleading Coach <sup>3</sup> (Modified 2018) (Note: Junior High Coaching Position deleted in 2018)	With Travel	7.5
		Without Travel	5
7	High School Cheerleading Assistant Coach	3	
8	Yearbook (No Yearbook Class)	9	
9	Yearbook Advisor (With Yearbook Class)	3	
10	FBLA Advisor	4	
11	FFA Advisor (Modified 2003)	9	
12	FFA Assistant Advisor (when enrollment reaches 22)	3	

	(Modified 2006)	
13	Dance Team Coach (November – March)	3
14	Pep Band Coach <sup>4</sup>	3
15	Student Council Advisor	3
16	Academic Olympics Advisor	3
17	Academic Olympics Assistant (Added 2018)	0.5
18	Senior Class Advisor	2
19	Junior Class Advisor	4
20	Sophomore Class Advisor	1
21	Freshman Class Advisor	2
22	8 <sup>th</sup> Grade Class Advisor	1
23	7 <sup>th</sup> Grade Class Advisor	1
24	Elementary Student Council Advisor (Added 2007)	1
25	Honor Society Advisor	2
26	Drama Advisor (Without Class) <sup>7</sup>	1.5 (per major production)
27	Drama Advisor (With Class)	1
28	Music Teacher (Added 2012)	1 (for 5 performances)
29	Art Show Production	1 (for producing 3 public art shows/events)

We have not offered Drama in several years and do not anticipate doing so in the near future.

#### Experience Recognition:

- Add ½% to the amount shown above after three (3) consecutive years of coaching/advising in the same sport. (Modified 2003)
- Add an additional ¼% to the amount shown above after an additional three (3) consecutive years of coaching/advising in the same sport. (Total: ¾%) (Modified 2003)
- Add an additional ¼% to the amount shown above after an additional three (3) consecutive years of coaching/advising in the same sport. (Total: 1%) (Modified 2003)
- Service as a head coach shall count towards service as an assistant coach when there is no break in service. An approved leave of absence from coaching/advising is not a break in “consecutive years” of coaching/advising. (Modified 1998)

- If an extracurricular activity is dropped by the District, the coach shall maintain his/her consecutive years of service status until that extracurricular activity is reinstated, but in no case will that status be maintained for more than two (2) years. (Modified 1999)

## EXTRACURRICULAR SALARY REMARKS

1. Payment for extracurricular pay may be made in two installments, with the first payment being made at the half way point in the extracurricular activity. The remaining payment may be made at the conclusion of the activity.
2. If one person is responsible for both varsity and junior varsity teams without an assistant, s/he will be paid an additional amount equal to one half of the assistant coach's salary (applies to basketball and volleyball only). (Modified 1996)
3. The cheerleading advisor/coaching season shall encompass the fall and winter sports seasons. If one advisor is responsible for both the varsity and junior varsity cheerleading squads, the advisor shall receive an additional amount equal to 1/2 the assistant advisor salary. (Modified 1996). To qualify for travel pay, the cheerleading coach must attend all league games in addition to home, zone, and state competitions. Regardless, all cheerleading advisors/coaches must attend at a minimum home, zone, and state competitions. (Modified 2018).
4. This stipend is paid only if there is an extra duty schedule of performances.
5. Advisors/Coaches (in season) shall be allowed the District per diem rates. Teachers on approved school-sponsored field trips will be allowed the District per diem rates. Requests must be accompanied by receipts or a signed travel request form and given to the Principal or designee upon return to Eureka, verifying that the particular meal was in fact purchased. (Modified 2012)
6. All assistant coaches are considered junior varsity coaches. (Modified 1996)
7. The Drama Advisor must have had a minimum of two major productions per year and a maximum of four major productions per year. (Modified 1996/2018)
8. Dance team coach will be paid a minimum of three percent (3%) of the base salary if the dance team performs at all of the conference home games; will be paid a minimum of two percent (2%) if the dance team performs at 2/3 of the conference home games; will be paid a minimum of one percent (1%) if the dance team performs at 1/3 of the conference home games. (Modified 2004)

9. In the event that minimum numbers of extracurricular participants (see Appendix B) are met by the first regular season practice but are not met by the first season contest of the given sport, the District may elect to complete the season with reduced compensation to be paid to the coach totaling twenty-five (25%) percent of the prescribed stipend. (Modified 1999)
10. In the event that minimum numbers of extracurricular participants are not met by the first regular practice of a given sport, the District may elect to seek a volunteer to coach with no compensation provided. (Modified 1999)
11. When a teacher who is not the advisor/coach is requested by a site administrator to chaperone a student activity, s/he may use school business for leave rather than his/her personal business days. (Modified 2001)
12. Sporting coaches will report to the District Activities Director; all non-sporting coaches and advisors will report to their local principals.
13. All sporting coaches will enter into a contract with the District which will specify the term of the coaching contract, the minimum number of players to organize a team, and the duties and responsibilities of the coach.

#### **ARTICLE 14: DUES DEDUCTION**

14-1 Upon appropriate written authorization from the teacher, the District shall make one monthly Association dues deduction from the salary of the teacher and make appropriate remittance to the Association.

14-2 No later than October 15 of each year, the Association will provide the District with a list of those additional teachers who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each teacher. The Association shall notify the District monthly in writing of any changes in said list. Changes in the amount to be withheld or cancellation of dues deductions by the teacher must be submitted in writing at least thirty (30) days prior to the date the change is to be effective.

14-3 Upon termination of a teacher, the current month's dues will be deducted from the final check.

The District agrees not to honor any check-off authorizations executed by any teacher in the bargaining unit in favor of any other labor organization attempting to represent teachers for purposes of negotiations for wages, hours and working conditions, and other fringe benefits for its members.

Members can withdraw from the Association only from July 1 through July 15 without paying for the whole year. (Modified 2001)



The District must withhold the remaining yearly dues for the Association and its affiliates and transmit same promptly if members terminate their employment for any reason or choose to no longer be a member, except during the withdrawal period noticed above. (Modified 2001)

14-4 The Association agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization submitted by the Association to the District.

14-5 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

## **ARTICLE 15: REDUCTION IN FORCE**

15-1 In the event the Board of Trustees determines that the teaching staff must be reduced, the School District agrees to the following process for employing a Reduction in Force:

### Step 1 - Voluntary Separation:

Prior to implementing a reduction in force, the District will issue a notice of the impending reduction in force to teachers. Teachers may thereafter volunteer to separate from employment with the District. Teachers who volunteer to leave from area or areas affected by the reduction in force will be the first to be reduced in force.

### Step 2 – Involuntary Separation:

Should further reduction in force be necessary, the District will first reduce staffing levels in the area or areas affected on the basis of performance in accordance with NRS 288.151.

Should further reduction in force be required, the District will then reduce staffing levels on the basis of the disciplinary and/or criminal record of staff members in accordance with NRS 288.151.

Next, should additional reduction in force in an area or areas be required, the District shall reduce staffing levels based on the following factors in accordance with NRS 288.151:

- Whether the teacher is employed in a position which is hard to fill;
- Whether the teacher has received national board certification;

- The type of licensure held by the teacher; and
- The type of degree attained by the teacher, and whether the degree is in the subject area related to his or her position.

Should two (2) or more teachers be similarly situated during any of the processes set out within this provision, the District will give preference to the more senior teacher, based on the teacher's seniority in the District.

Seniority shall mean the number of days of service commencing with the first day on which the teacher begins working for the Eureka County School District. The Association and the District shall agree upon a seniority list to convert the existing list to the new basis of computing seniority. The new list shall not be subject to appeal but may be adjusted for error upon mutual consent of the District and the Association. (Modified 1996)

No teacher qualified to teach a particular assignment or grade level as evidenced by a current valid license issued by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment or grade level as prescribed above.

The Association will be notified as soon as possible of any impending layoffs.

#### Recalling Teachers:

Should there be a vacancy or anticipated vacancy in a bargaining unit position, laid off teachers who are qualified to perform the required duties shall be recalled in order of seniority.

The layoff period in which the District is required to recall laid off teachers is defined as one full fiscal year.

Any teacher re-employed by exercising recall rights shall be given the next salary step above that held when laid off and shall be given all unused and unpaid sick leave and other benefits held when laid off. A recalled teacher will not accumulate benefits during the layoff period.

The District shall provide all licensed staff members with an updated seniority list no later than September 15 of each school year and shall further provide an updated list within fifteen (15) days of any condition which would change the seniority list. (Modified 1996)

In the event two (2) or more teachers have the same seniority on the basis of section 15-6, seniority shall then be determined first by the teachers' educational preparation as demonstrated by horizontal placement on the salary schedule, and next by the number

of additional educational credits recorded in the teachers' personnel file on the day before a layoff notice is issued, and next, all else being equal, by a lottery in which teachers having the same seniority shall draw lots in accordance with a predetermined procedure. (Modified 1996)

Service rendered beyond the normal 151-day school year (e.g., summer school teaching, etc.) shall not add to the teachers' seniority. A less than full-time teacher shall accrue seniority in a proportion equal to their percentage of full-time employment. Example: A two-thirds teacher shall accrue two-thirds of a year's seniority for each year worked. A teacher who is contracted to work one-half of the regular work day for the entire school year shall accrue a half year of seniority. (Modified 2010)

Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.

Time on a leave of absence without pay in excess of two (2) consecutive weeks shall not count as time worked for the purpose of computing the teachers' seniority. (Modified 1996)

In the event a position is eliminated for reasons specified in the RIF language and the employee is not least senior in that position, said teacher shall have the right to first "bump" the least senior employee within his/her attendance area. Should there be no position for which "bumping" applies to his/her attendance area, then s/he may exercise the right to "bump" outside the attendance area. Attendance areas in Eureka County are (1) Eureka township schools and (2) Crescent Valley school(s) as set forth in Appendix C. (Modified 1999)

## **ARTICLE 16: NON-DISCRIMINATION**

The School Board will not discriminate against any teacher by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association, or his/her participation in any grievance.

## **ARTICLE 17: NO STRIKE AGREEMENT**

The Association recognizes the public policy as expressed in NRS 288.230 concerning strikes of public employees.

The Association agrees to act and conduct its affairs in accordance with this policy. The Association, its officers, and agents agree further that they shall not threaten to strike, shall not engage in any strike, and shall not support any strike against the Eureka County

School District nor shall they engage in or support any action to impair the rendering of such essential services by the District.

## **ARTICLE 18: TRANSFER AND/OR REASSIGNMENT OF TEACHERS**

### 18-1 Definitions:

18-1-1 A “transfer” is the movement of a licensed staff member from one work location to another work location at a different work site.

18-1-2 “Reassignment” is the movement of a licensed staff member from one subject area to another subject area or one grade level to another grade level at the same work site.

18-1-3 “Posted Date” - Any request submitted after the posted acceptance date may be denied.

### 18-2 Voluntary Transfer or Reassignment:

18-2-1 Requests for transfer or reassignment shall be made by a letter, which shall contain the specific position for which the transfer is requested. (Modified 2006)

18-2-2 The Superintendent may grant all such requests upon the availability of the position. Transfers will be granted based upon the following criteria: (Modified 2006)

License;

Course work in the subject area to be taught;

District seniority;

Previous experience in the subject area to be taught;

Interest of the teacher;

District’s ability to provide an adequate staff considering the program, school, and the welfare of the children.

18-2-3 No licensed staff member so transferred or reassigned shall suffer loss of salary, fringe benefits, or seniority.

### 18-3 Involuntary Transfer or Reassignment:

18-3-1 Involuntary transfers or reassignments shall only be made for the following reasons:

- A decrease in the number of students which requires a decrease in the number of licensed staff members pursuant to terms of the RIF; c. Class size;

- Elimination of program(s);
- Elimination of funding;
- School closings; or
- Any urgent situation as may be determined by the Board of Trustees. (Modified 1998)

Such a transfer made under these emergency requirements must be approved by the Board of Trustees.

18-3-2 A written justification for any involuntary transfer or reassignment will be given to the transferred licensed staff member. The transferred teacher will have the first opportunity to transfer or be reassigned to the first available vacancy for which the teacher is certified.

18-3-3 If a decrease in the number of students or the elimination of program(s) and/or funding occurs, the District shall seek volunteers for transfer or reassignment.

If an involuntary transfer or reassignment becomes necessary, the following criteria will be used by the District to make the transfer:

- a. Seniority (major criteria);
- b. To provide for an adequate staff considering the program, school, and the welfare of the children;
- c. To make the best use of financial resources available to the District by making staff adjustments that will result in an equitable distribution of teacher load as required by enrollment;
- d. To make every effort to consider the interest of the teacher when making a final decision.

18-3-4 Licensed staff members returning from leave shall be afforded all rights provided under this section.

18-3-5 Licensed staff members who are involuntarily transferred or reassigned during the school year shall be granted at least five (5) days preparation time prior to the effective date of the transfer or reassignment. Whenever a licensed staff member is transferred or reassigned, the District shall provide assistance in moving the member's materials.

18-3-6 If the involuntary transfer requires relocation to another attendance area within the District, the District shall reimburse the licensed staff member for all costs related to the relocation not to include reimbursement for moving of the home or for purchasing a home. (Modified 2006)

18-4 Vacancies:

18-4-1 When a certified or administrative vacancy occurs or is anticipated, the Board or its agent will promptly notify the bargaining unit, post notice of same on at least one bulletin board in each school building, and direct copies of the same to any interested licensed teachers or party. The notice must contain a complete job description and a statement of minimum qualifications. Where specific training, experience, certifications, or other qualifications are prerequisites for a vacancy, such conditions will be stated in the notice. (Modified 1998)

18-4-2 Whenever vacancies occur during the normal summer months when regular school is not in session, all licensed teachers or interested parties will have the opportunity to request and promptly receive listings of vacancies. The notice must contain a statement of qualifications and a salary range. Where specific training, experience, certifications, or other qualifications are prerequisites for a vacancy, such conditions will be stated in the notice. Any teacher so notified will have the responsibility of contacting the Superintendent indicating his/her interest in the position within five (5) days of receiving such notification. (Modified 1996)

**ARTICLE 19: SUCCESSORSHIP**

The District agrees not to convey or transfer or cause to convey or transfer its operations to a new employer and/or charter school without first securing the agreement of the successor to negotiate with the Eureka County Teachers Association (ECTA) pursuant to NRS 288. (Modified 1996)

**ARTICLE 20: CONTRACT TERM OF AGREEMENT**

This Agreement shall remain in effect through the 2015-2016, 2016-2017 and 2017-2018 school years. This Agreement will automatically be renewed and will continue in force and effect for an additional period of time unless either party gives notice to the other party, in accordance with NRS 288. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement will remain in full force and effect until an agreement is reached.

If the District determines that there is a fiscal emergency, pursuant to NRS 288.150(2)(w), limited to reductions in budgeted revenues as provided by the State Department of Taxation or State Department of Education this agreement will be automatically opened to address such fiscal emergency with written notification from the District to the

Association President. Fiscal emergency is defined as the time when District revenues decrease to a level that it becomes necessary to RIF personnel. (Modified 2012)

IN WITNESS THEREOF, the parties have thereunto set their hands this 10<sup>th</sup> day of March, 2021.

Eureka Co. Board of School Trustees

Eureka Co. Teachers Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Secretary

Attachment A  
**SALARY SCHEDULE**

**Salary Schedule**

**FY 2022 (July 1, 2021 – June 30, 2022)**

\* Salaries rounded to the nearest dollar

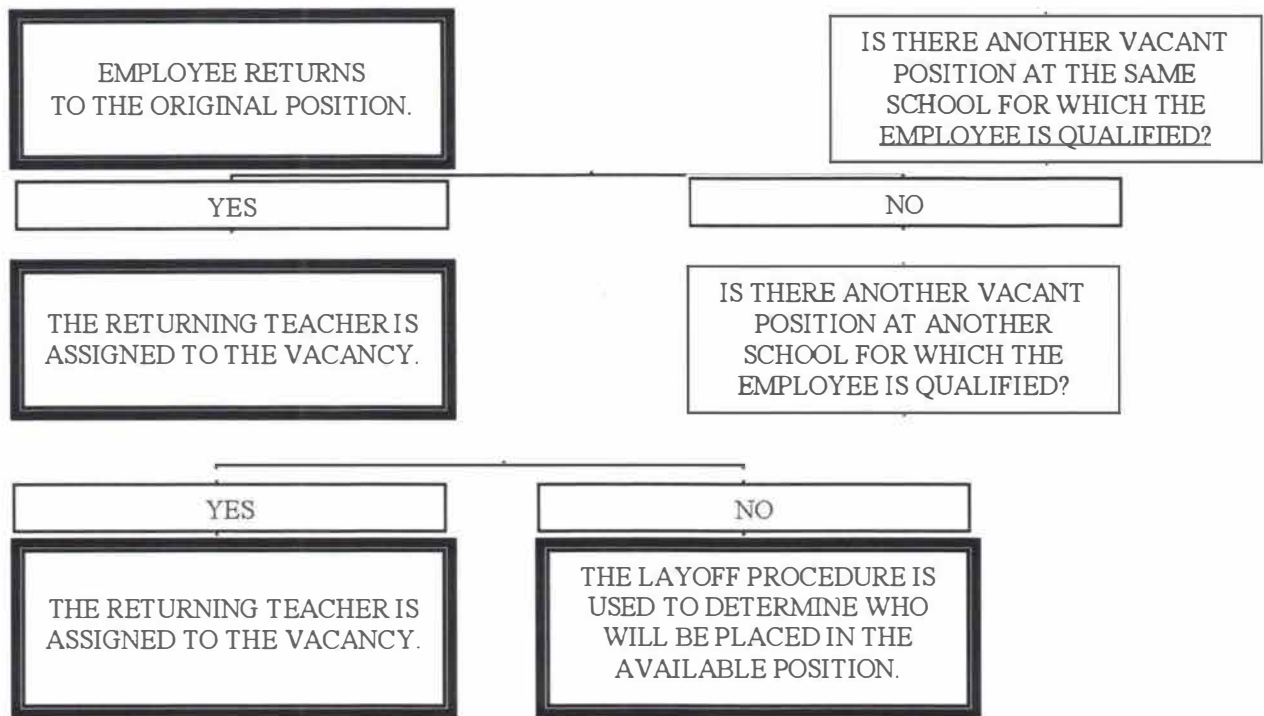
Attachment A

Step	BA	BA + 15	MA	MA + 16	MA + 32	MA + 48	MA + 64
			BA + 32	BA + 48	BA + 64	BA + 80	BA + 96
1	\$58,549	\$60,414	\$62,279	\$64,144	\$66,009	\$67,874	\$69,739
2	\$60,414	\$62,279	\$64,144	\$66,009	\$67,874	\$69,739	\$71,604
3	\$62,279	\$64,144	\$66,009	\$67,874	\$69,739	\$71,604	\$73,470
4	\$64,144	\$66,009	\$67,874	\$69,739	\$71,604	\$73,470	\$75,335
5	\$66,009	\$67,874	\$69,739	\$71,604	\$73,470	\$75,335	\$77,200
6	\$67,874	\$69,739	\$71,604	\$73,470	\$75,335	\$77,200	\$79,065
7	\$69,739	\$71,604	\$73,470	\$75,335	\$77,200	\$79,065	\$80,930
8	\$71,604	\$73,470	\$75,335	\$77,200	\$79,065	\$80,930	\$82,795
9	\$73,470	\$75,335	\$77,200	\$79,065	\$80,930	\$82,795	\$84,660
10	\$75,335	\$77,200	\$79,065	\$80,930	\$82,795	\$84,660	\$86,525
11	\$77,200	\$79,065	\$80,930	\$82,795	\$84,660	\$86,525	\$88,390
12	\$79,065	\$80,930	\$82,795	\$84,660	\$86,525	\$88,390	\$90,255
13	\$80,930	\$82,795	\$84,660	\$86,525	\$88,390	\$90,255	\$92,120
14	\$82,795	\$84,660	\$86,525	\$88,390	\$90,255	\$92,120	\$93,985
15	\$84,660	\$86,525	\$88,390	\$90,255	\$92,120	\$93,985	\$95,851
16		\$88,390	\$90,255	\$92,120	\$93,985	\$95,851	\$97,716
17			\$92,120	\$93,985	\$95,851	\$97,716	\$99,581
18			\$93,985	\$95,851	\$97,716	\$99,581	\$101,446
19			\$95,851	\$97,716	\$99,581	\$101,446	\$103,311
20			\$97,716	\$99,581	\$101,446	\$103,311	\$105,176
25			\$99,581	\$101,446	\$103,311	\$105,176	\$107,041

**Teachers Return from Leave of Absence, Placement Decision Chart**







## **APPENDIX A - SICK LEAVE BANK**

Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have illness or disabilities or catastrophic situations and who have exhausted their sick leave accumulation.

### Receiving Sick Leave:

These days may be used for the employee or the employee's spouse and children.

### Participation in the Sick Leave Bank:

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

### Receiving Days From the Sick Leave Bank:

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

Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Sick Leave Committee, except as referenced in 3-4 below.

The maximum accumulated number of days which any one person can be granted from the Bank is thirty-five (35) days per year. If more than thirty-five (35) days are needed, the participant can apply for additional days, not to exceed a sixty (60) day total. A person may use a maximum of ninety (90) days over a five (5) year period, such period to begin with the first withdrawal of days.

The Sick Leave Committee is authorized to grant withdrawals from the Bank in increments up to fifteen (15) days per application. A subsequent application made to the Bank for additional days for the same illness or condition is subject to Board approval. (Modified 2010)

If application is denied, a single appeal to the Sick Leave Committee may be made within five (5) days of the date of denial.

### Operation and Maintenance of the Sick Leave Bank:

The maximum number of days which can be realized from the Sick Leave Bank by a member will be ninety (90) days for any consecutive five (5) year period.

Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the Bank.

If the total number of days in the Sick Leave Bank at the end of a fiscal year is less than ninety (90), the District will inform the Bank membership that a special assessment of one (1) sick leave day per member will be made to reimburse the Bank on the first day of school in September of the following year.

When the total number of days in the Sick Leave Bank drops below ninety (90), those employees who have contributed the fewest number of days and those employees who have withdrawn days from the Sick Leave Bank will be assessed first.

The maximum that anyone can contribute to the Sick Leave Bank at any one time is one (1) sick leave day.

At the end of each school year, all days in the Sick Leave Bank will be carried over to the next school year. (Modified 1999)

## APPENDIX B - TEAM & ORGANIZATION PARTICIPATION NUMBERS

The Eureka County Board of School Trustees [Board] understands and recognizes the importance of interscholastic athletics and other extracurricular activities in the overall development of students. To the degree that annual revenues are sufficient, the District will attempt to sponsor a wide array of such extracurricular opportunities for its students. Listed below are the minimum participation numbers necessary for a sport to be offered within the District.

Sport	Participant Numbers	
	Minimum (Opening Season)	Maximum
Baseball	12	N/A
Basketball	8	N/A
Cheerleading	5	12
Drill / Dance Team	6	N/A
FFA/FBLA	10	N/A
Football	12	N/A
Softball	12	N/A
Track	6	N/A
Volleyball	9	N/A
Wrestling	5	N/A

As the board has made exceptions each of the last three years to these minimum numbers, they want to adjust them down. These numbers were put in when our enrollment was higher.

(Modified 2010)

1. In the event that minimum numbers of extracurricular participants are met by the first regular season practice but are not met by the first season contest of the given sport, the District may elect to complete the season with reduced compensation to be paid to the coach totaling twenty-five (25%) percent of the prescribed stipend.

In the event that minimum numbers of extracurricular participants are not met by the first regular practice of a given sport, the District may elect to seek a volunteer to coach with no compensation provided.

Beginning the 2012-13 school year, participation numbers before an assistant coach shall be paid have been eliminated for football, volleyball, wrestling, basketball, baseball, softball, track, cheerleaders, drill/dance team, FFA and FBLA. This provision will remain in effect for the duration of the contract. (Modified 2012)

## **APPENDIX C - ATTENDANCE AREAS**

### **Eureka Township Attendance Area**

- Eureka Elementary School
- Eureka County High School

### **Crescent Valley Attendance Area**

- Crescent Valley Elementary School

## **APPENDIX D - EXPEDITED LABOR ARBITRATION RULES**

### **Expedited Arbitration**

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

### **Panel of Arbitrators**

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

### **Prompt Submission/Appointment of Arbitrator**

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

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

If the next arbitrator on the alphabetical list cannot hear the dispute within 60-days, the parties shall contact the next arbitrator on the alphabetical list until one is selected who is able to serve within 60-days.

### **Alteration of Panel**

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

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