

17-07-815

Agreement

Between

The Clark County
School District

And

The Clark County
Classroom Teachers
Association

1987-1989

SIC 9310

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AGREEMENT
between the
CLARK COUNTY SCHOOL DISTRICT
and the
CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION
1987-1989

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PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada and the Clark County Classroom Teachers Association this 24th day of August, 1987.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada and the Clark County Classroom Teachers Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School Trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the Superintendent of Schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join, or not join, any organization for their professional or economic improvements:

NOW THEREFORE IT IS AGREED:

ARTICLE 1
DEFINITIONS

- 1-1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1-2 The term "teachers," as used in this Agreement, shall refer to all certified staff members eligible for membership in the Clark County Classroom Teachers Association.
- 1-3 The term "School Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-4 The term "Association," as used in this Agreement, shall mean the Clark County Classroom Teachers Association, and is the entity known as the Employee Organization in NRS 288.040.
- 1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.
- 1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or his/her designated representative.
- 1-7 The term "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustees" and "Association" as such, each reserves the right to act hereunder by committee or designated representative.

- 1-8 The term "School Year" shall be as defined in NRS 388.080 which states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day in the fall until the beginning of the next contracted school year.
- 1-9 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.030.
- 1-10 The term "Agreement" refers to the name of this document, being the Professional Negotiation Agreement between the Clark County School District and the Clark County Classroom Teachers Association.
- 1-11 The term "immediate family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the employee. The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above and also grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and foster parent.
- 1-12 The term "Personnel Officer," as used in this Agreement, refers to the School District's Associate Superintendent for Personnel or the Superintendent's designee.
- 1-13 The term "school day" shall be defined as a day in which a covered employee is required to be present on the job.

ARTICLE 2

RECOGNITION

- 2-1 The School Trustees recognize the Association as the exclusive representative of all certificated personnel employed or to be employed by the School District, excluding the Superintendent, employees paid on the Unified Administrative Salary Schedule, deans, teacher consultants/coordinators, and administrative aides/assistants.
- 2-2 It is recognized by the parties that recognition was and is granted in accordance with NRS 288 and that it is granted only so long as the Association complies with the provisions of NRS 288 and that recognition may only be withdrawn during the term of this Agreement in accordance with NRS 288.
- 2-3 All rights and privileges granted to the Association under the provisions of this Agreement shall be for the exclusive use of the Association subject to the exception of NRS 288.140.

ARTICLE 3

IMPASSE PROCEEDINGS

- 3-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an employee of the School District covered by this Agreement, or by the Association. A grievance shall not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of Nevada. No precedent shall be set between the District and the Association by the resolution of a grievance filed by an individual teacher unless the Association submits the matter to Step Three, Arbitration.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure including the time limits relating to these procedures which may culminate in arbitration.
- 4-3 INFORMAL DISCUSSION
- (a) Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance although such discussions are not part of the formal grievance procedure.
 - (b) If a teacher requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussions will be held within five (5) school days after the affected teacher or the Association first knew of the act or condition upon which the grievance is based. If the informal discussion does not occur, the grievant is free to proceed with Step Two as set forth in Section 4-4.
 - (c) 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.
 - (d) If a grievance is resolved as a result of an informal discussion, the principal or the Grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the Grievant involved to file a formal grievance if that teacher so desires.
 - (e) Such informal discussions shall not modify the time limits set forth in Step One of the formal grievance procedure.
- 4-4 All grievances shall be handled in the following manner:
- STEP ONE: BUILDING

- (a) A grievance, as defined above, must be filed in writing alleging which terms or provisions of this Agreement under which the dispute arises, and must be filed not later than twenty-one (21) school days after the Grievant first knew or should have known of the act or condition upon which the grievance is based.
- (b) A written grievance must first be presented to the affected teacher's appropriate supervisor or his designee and the personnel officer within the twenty-one (21) school day period specified above. For the purposes of this provision, the appropriate supervisor shall be the school principal as to all persons directly employed at a school, and shall be the director involved as to all persons directly assigned to other locations.
- (c) The grievance may be amended by the Grievant at the Step One meeting.
- (d) A grievance may be filed in accordance with the above provisions either by the affected employee or by the Association party to this Agreement. Within seven (7) school days after the receipt of a grievance, the appropriate supervisor or designee shall meet with the affected employee in the event the grievance has been filed by the employee and the designated Association representative for the purpose of discussing the merits of the grievance involved.
- (e) The appropriate supervisor or designee shall forward to the affected employee, the Association office, and the personnel officer within seven (7) school days after the meeting referred to in subparagraph (d) above, a written response to the grievance. If the appropriate supervisor or designee fails to respond within seven (7) school days as referred to in this paragraph or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant. It is understood that any settlement of the grievance on behalf of the grievant shall be reduced to writing.
- (f) If the grievance is either denied or not settled at Step One of the Grievance Procedure, the grievance shall be deemed withdrawn with prejudice unless timely submitted to Step Two of the Grievance Procedure. If a written response is not forwarded in accordance with subparagraph (e) above, the grievant and/or the Association may proceed to Step Two/School District of the Grievance Procedure.

STEP TWO: SCHOOL DISTRICT

- (a) If the grievance is not resolved at Step One, the Grievant may submit the unresolved written grievance to the personnel officer or the Superintendent's designee not later than seven (7) school days after the end of the time period set forth in subparagraph (e) above.

- (b) In the event a grievance is submitted to Step Two in a timely manner, the personnel officer or the Superintendent's designee shall meet with the Grievant within seven (7) school days after receiving the grievance.
- (c) In the event a grievance is not resolved at this meeting, the personnel officer or the Superintendent's designee shall, within ten (10) school days after the meeting, submit a written response to the grievance, to the individual and to the Association. Any resolution of the grievance in favor of the Grievant shall be reduced to writing and copies forwarded to both the affected employee and the Association. If the personnel officer or superintendent's designee fails to respond within ten (10) school days as referred to in this paragraph or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the Grievant.
- (d) If a grievance is either denied, or not settled at Step Two of the Grievance Procedure, the grievance shall be deemed withdrawn with prejudice unless timely submitted to Step Three/Arbitration in accordance with the provisions of subparagraph (a), Step Three below.

STEP THREE: ARBITRATION

- (a) In the event a grievance is not settled in Step Two of the grievance procedure, the Association, not later than ten (10) school days after the expiration of the time limit set forth in paragraph Step II (c) above, may request arbitration of the unresolved grievance in accordance with provisions set forth below. A request for arbitration shall be made by delivering to the personnel officer or the Superintendent's designee written notice of the intent to arbitrate.
 - (b) In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall jointly request the American Arbitration Association to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District, each striking one (1) name from the list in turn until only one (1) name remains. The Association shall strike first.
- 4-5 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written Agreement of the parties shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in 4-1.
- 4-6 The arbitrator's decision shall be submitted in writing to all parties and shall be final and binding on all parties to this Agreement unless he/she exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.

- 4-7 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.
- 4-8 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the Association representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. The time for a grievance meeting must be approved by the Personnel Officer or the Superintendent's designee and by the Association and/or the grievant. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay.
- 4-9 No provision of this Article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-10 The parties hereby recognize the existence of Policies and Administrative Regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed in accordance with Step Two of the Grievance Procedure set forth herein. If the dispute is unresolved after Step Two of the Grievance Procedure, the dispute may only be processed as follows:
- 4-10-1 The person initiating the dispute may refer the dispute to the Board of School Trustees with full knowledge of the immediate supervisor and/or the Superintendent. When a dispute is so referred the Board or a Committee of the Board designated by the full Board shall meet and informally discuss the subject matter of the dispute with the person initiating the dispute and with representatives of the Association requested to be present by that person.
- 4-10-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees.
- 4-10-3 The Board of School Trustees shall make a decision and shall communicate it in writing within thirty (30) days after the final meeting on the dispute.

4-11 It is the intention of the parties that grievances not resolved before the summer recess be resolved as quickly as is reasonably possible. Toward this goal, the parties agree that they will make a reasonable effort to conclude pending grievances before the opening of school in August.

4-12 EXPEDITED ARBITRATION PROCEDURE:

The District and the Association will jointly request a list of twenty-seven (27) arbitrators from which they will strike until nine (9) names remain. These nine (9) arbitrators will be the panel from which an arbitrator will be assigned for Expedited Arbitration. The list of nine (9) arbitrators will be sent to the American Arbitration Association and when an arbitrator is needed for the Expedited Arbitration Procedure, the District and the Association will request that AAA send the first available arbitrator.

ARTICLE 5
ASSOCIATION PRESIDENT

- 5-1 The District shall upon written request from the Association's Executive Board grant the President of the Association a two (2)-year leave of absence without pay during the President's term of office for professional and educational development, participation in community projects and for visitations of schools and other Association business.
- 5-2 The President's leave of absence shall commence with the contract year and conclude at the end of that contract year. The School District agrees to pay the President his/her teacher salary and fringe benefits, except as provided below, as though he/she were employed full time by the School District. The Association agrees to reimburse the School District on a current basis for the total amount of the salary and fringe benefits which include the total retirement contribution, State Industrial Insurance System, Public Employees Retirement System contribution, and contribution to the Teacher Welfare Trust Fund. Fifteen (15) days sick leave will be credited at the beginning of the school year. The Association will notify the District as to any sick leave days used by the Association President who is on leave. At such time as the District must pay the Association President for sick leave accrued during the period of the leave, the reimbursement by the Association shall be in the full amount of the payment made by the District. The reimbursement by the Association will be made after all the previously accumulated sick leave days have been used by the Association President.
- 5-3 If the President serves only one term in office (two years or less), the District agrees to return the President to the same teaching position held when the leave was granted. If the program has been reassigned to a new location, then the President will return to the same position in the new location. If the President serves two or more terms in office, the District is not obligated to return the President to the same teaching position held when the leave was granted unless the former position is vacant. The District agrees that if that position is filled, the District will return the President to as near an equivalent teaching position as the position held when the leave of absence was granted.
- 5-4 The School District shall upon written request from the Association grant the Vice President of the Association a minimum of fifteen (15) days leave without loss of pay during the Vice President's term of office for professional and educational development, participation in community projects, and for visitations of schools and other matters approved by the Superintendent. Additional days without loss of pay beyond the fifteen (15) days referred to above may be granted to the Vice President of the Association at the discretion of the Superintendent. If the Vice President of the Association is granted leave without loss of pay at the request of the School District and he/she consents to take such leave, said leave shall not be considered as one of the fifteen (15) days referred to above.

- 5-5 The President or Vice President of the Association or their designee from NEA, NSEA, or CCCTA staff shall be allowed to visit any school in the District upon prior notification of the principal of the particular school involved. Arrangements for the visit will be made prior to the actual visit with the principal, or in his/her absence, the acting administrator. The President, Vice President, or designee shall confer with the principal or his/her designee upon arrival at the school to facilitate the purpose of the visit. Such visits are permitted for the sole purpose to view the educational program at that school or to assist a member and/or members of the staff at that school who have requested such assistance. Such visits are not to be used to campaign in any manner, either directly or indirectly, against School District representatives or the School Trustees. Such visits are not to be used to support or campaign on behalf of any activity by the Association or any of its representatives relating to the collective bargaining process. The purpose of the visit must relate to the school being visited.
- 5-6 The Association agrees that the teacher assigned to replace the President on leave of absence shall be transferred to another teaching position upon the return of the President unless the teacher and the principal mutually agree to the assignment to a vacancy at the school for which the teacher is certified and qualified. The teacher assigned to replace the President shall be notified in writing at the time of assignment of the contents of this Article by the District and by the Association. Once the teacher has been reassigned to a new position in a new school, the three-year transfer rule will apply.
- 5-7 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 6
MILEAGE PAYMENTS

- 6-1 Mileage shall be granted employees covered by the Agreement in accordance with the School District regulation entitled "Travel for District Employees."

ARTICLE 7
USE OF FACILITIES

Subject to the provision of Section 7-4:

- 7-1 The Association shall have the use of school mailboxes and the inter-school mail service for the distribution of nondefamatory material initiated by the Association. Copies of all materials shall be given to the building principal. The material will be clearly identified and the Association accepts the liability for such material and therefore agrees to hold the District, its employees and agents, harmless from all claims, demands, losses, liability, cost or expenses of any nature, to include attorney's fees, arising from the distribution of Association material using the school mail service. The foregoing "hold harmless" clause shall not apply to grievances between the Association and the District. If the use extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent. Individual teachers will not be prohibited from the nondefamatory use of the school mail service.
- 7-2 The Association shall have the use of faculty bulletin boards for posting of nondefamatory materials. Such use of the faculty bulletin boards shall be subject to the same conditions set forth in 7-1 above for the use of the school mail service.
- 7-3 From the effective date of this Agreement to its termination, the Association shall be allowed the use of school buildings and premises for Association meetings and activities on regular school days as long as arrangements have been made with the principal of the building. Such activities shall not conflict with any regular or special educational activities and where such use shall not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than school days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from the Association use shall be paid by the Association. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent. Individual teachers will not be prohibited from the responsible use of the school facilities.
- 7-4 The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, against School District representatives or the Board of School Trustees, or any use to campaign on behalf of any activity by the Association or any of its representatives relating to the collective bargaining process.
- 7-5 Any dispute arising from the revocation of privileges granted under this Article shall be resolved in an expedited manner.
- 7-6 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 8
DUES DEDUCTION

- 8-1 The School Trustees agree to deduct dues from the salaries of the employees covered by this Agreement exclusively for the Association and its affiliates, if any. These monies shall be transmitted promptly to the Clark County Classroom Teachers Association. All requests for such deductions must be in accordance with NRS 608.110.
- 8-2 The Association will certify to the School Trustees in writing the current rate of membership dues. The School Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 8-3 Deductions referred to in Section 8-1 above will be made in equal installments each month during the year. The School Trustees will not be required to honor for any month's deduction any authorizations that are delivered to it later than the fifteenth of the month prior to the distribution of the payroll from which the deductions are to be made.
- 8-4 No later than October 15 of each year, the Association will provide the School Trustees with a list of those employees who have voluntarily authorized the School Trustees to deduct dues for the organizations named in 8-1 above. Copies of the executed dues authorization for all employees shall be submitted to the School District. The Association will notify the School Trustees monthly of any changes in said list. Any teacher desiring to have the School District discontinue deductions previously authorized must notify the Association in writing between July 1 and July 15 of each year for the next school year's dues and the Association will notify the District in writing to discontinue the employee's deduction.
- 8-5 Upon termination of employment with the District of any employee, the remaining amount of dues for the Association in 8-2 above will be deducted from the employee's final check.
- 8-6 It is recognized that the School District in agreeing to deduct dues is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees it may incur in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual teacher. The parties agree that if there are not sufficient funds due to garnishment that the District is not liable for failure to collect such dues so long as the funds are not available.

ARTICLE 9
REQUEST FOR INFORMATION

- 9-1 The School District shall make all relevant information available to the Association within a reasonable time after it is requested. If the School District has documents containing the information requested by the Association, these will be provided. In the event documents containing the requested information are not available, the School District shall permit reasonable access to their files so that the Association may itself obtain the needed information.

ARTICLE 10
TEACHER ADVISORY COUNCIL

- 10-1 A Teacher Advisory Council shall be established in each school where the majority of the faculty desires such a council. Time for discussion relating to the desire of the faculty to have a Teacher Advisory Council shall be provided each faculty at the orientation sessions and/or faculty meetings routinely scheduled at the start of the school year. The principal's presence at or participation in said discussion is not required. The Teacher Advisory Council shall be allowed to meet without the presence of the building principal or designee.
- 10-2 In a school which chooses to have a Teacher Advisory Council, the election of the Teacher Advisory Council shall be held no later than October 1. Other than the election or designation of a replacement due to resignation, there shall be no more than one election of the Teacher Advisory Council in the school year.
- 10-3 If a majority of the teachers in a school choose not to elect a Teacher Advisory Council, the teachers may elect one of their number to perform the normal functions of the Teacher Advisory Council.
- 10-4 The principal of a school with a Teacher Advisory Council and the Council shall meet at the request of either party to discuss school operations. Although they may discuss matters covered by the Agreement, they are not to discuss grievances filed pursuant to Article 4, Grievance and Arbitration Procedure, nor take any action contrary to this Agreement. Such grievances are to be handled in the manner set forth in said Article 4.
- 10-5 The Teacher Advisory Council shall seek the following objectives:
- Improve the morale of the professional staff;
 - Apprise the principal of actual or potential problems involving the professional staff of the school;
 - Secure the maximum productive and constructive involvement of members of the professional staff in the prime goal of the school, namely, the education of the students enrolled there;
 - Improve communications between the principal and members of the professional staff; and
 - Provide input on the school's budget.
- 10-6 The Teacher Advisory Council may not serve as a committee for entertainment, social, fundraising nor any similar activity in the building.
- 10-7 In allocating school budget resources relative to supplies and materials for the classroom, the principal will consult with and seek the input of the Teacher Advisory Council.

ARTICLE 11

TEACHER FACILITIES

- 11-1 The parties agree that the availability of functional school facilities for both students and teachers is necessary to insure the high quality of education which is the goal of both teachers and School Trustees. All future school facilities shall be designed to meet the needs of the educational program.
- 11-2 The School District shall continue to improve existing school and teacher facilities within the limits of available resources.
- 11-3 A facility committee is hereby established which shall consist of three (3) administration members and three (3) members selected by the Association. This Committee shall meet a minimum of four (4) times during the contracted year for the purpose of the following:
- 11-3-1 To review existing school facilities, to make recommendations for the future priority for the renovation, replacement or remodeling of existing school facilities and to review the appropriateness of school facility plans relative to the needs of the instructional program.
 - 11-3-2 To review any changes in school facility priorities before their submission to the School Trustees.
 - 11-3-3 The Committee shall serve in an advisory capacity to the Associate Superintendent of Facilities and Transportation Services who in turn will forward the written reports and recommendations of the Committee to the Superintendent.
- 11-4 In complying with Section 11-2, special consideration shall be given to providing space in which teachers may safely store instructional materials and supplies, and a locked space in which teachers may safely store personal belongings. Each teacher is obligated to maintain such storage areas in a neat and orderly manner insofar as it is possible to do so. No material of a teacher shall be destroyed or disposed of without the consent of the teacher unless the teacher refuses or fails to remove excessive or noninstructional material upon the request of the principal. Special consideration shall also be given to the provision of a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials and an appropriately furnished room to be used as a faculty lounge. In all future facilities or in the renovation of existing facilities, the faculty lounge shall be well lighted, well ventilated, clean and conveniently located.
- Access will be afforded teachers to a telephone located so as to reasonably insure privacy of conversation. All telephones within a school shall be reasonably available to teachers for conducting school business. Approval must be secured prior to using telephones located in offices of school administrators or other personnel. The District shall undertake an evaluation of telephone

placement and priorities for the purpose of improving the efficiency of telephone usage by teachers. Teacher restrooms shall be provided separate from students' restrooms. Separate restrooms shall be provided for male and female teachers in all facilities unless otherwise designated by the building principal with consultation of TAC.

ARTICLE 12
TEACHER PROTECTION FROM ASSAULTS AND/OR BATTERY

- 12-1 Each principal shall develop and communicate to the faculty emergency procedures which shall include a method of rapidly communicating a need for assistance in emergency situations when a potential for physical harm is evident, or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance in emergency situations when a potential for physical harm to the teacher is evident. The provisions of 12-1 shall be implemented prior to the first day of student attendance, and shall be included in faculty handbooks. Principals of year round schools shall communicate emergency procedures annually to the faculty at an appropriate time.
- 12-2 When a teacher becomes aware of an actual or potential danger, or of an emergency situation, the teacher shall immediately report such danger or emergency to the teacher's immediate supervisor. The supervisor shall immediately investigate and take appropriate action.
- 12-3 Any teacher involved in an assault or battery within the scope of his/her employment shall immediately make a written report of the circumstances thereof. He/she shall make supplemental written reports attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon him/her in connection with such assault or battery within five (5) days after he/she has been served therewith, and report the final disposition of any such proceeding. All reports referred to above shall be made to the teacher's principal or immediate supervisor.
- 12-4 Such reports shall be forwarded immediately to the School Trustees through the Superintendent's office. In the event civil or criminal proceedings are brought against the teacher, the School Trustees shall comply with any written requests by the teacher for information relating to his/her defense in the School Trustees' possession not privileged by law.
- 12-5 In the interest of teacher safety, the Board shall cooperate with law enforcement agencies. Supervisors shall request assistance from law enforcement agencies when warranted.
- 12-6 In a civil proceeding the Superintendent and the School District's legal counsel shall upon request give advice and counsel to the Employee involved in the assault and battery. However, the School District's legal counsel shall not be obligated to officially represent the teacher in the civil proceedings.

- 12-7 If the teacher is a defendant in a civil proceeding which is within the scope of public liability coverage provided by the School District, the provisions of that policy will govern the conduct of the defense of that case. In the event the teacher hires his/her own legal counsel in such a proceeding the School District will request its insurance attorney to cooperate with the teacher's personal attorney within the scope of available insurance coverage.
- 12-8 If the teacher wishes to file a criminal complaint, the Superintendent or his/her designee and the administrator in charge of the school or department shall assist and cooperate with an assaulted employee in making his/her criminal complaint against either an adult or juvenile offender. However, this shall not be construed as obligating the Superintendent or any other official representative of the School District to participate as a complaining party with the assaulted employee. The School District reaffirms its policy to do everything possible in support of a teacher who is assaulted while acting within the scope of his/her employment in accordance with School District policies and direction especially when attempting to maintain order in a school.
- 12-9 Teachers will be provided time off without loss of pay when appearing in a court proceeding relating to an action involving the teacher which occurred as a result of and within the scope of his/her employment. Procedures set forth in School Board Policy and Regulations and Article 12 of this Agreement must be followed in order to receive time off without loss of pay.
- 12-10 In the event civil or criminal proceedings are brought against a teacher and the teacher is cleared of said charge, all written reports, comments or reprimands concerning actions which the courts found not to have occurred, shall be removed from the teacher's personnel file. No reference to criminal charges as described above shall be included in the personnel file. Entries into said file as they relate to civil or criminal proceedings described above shall be limited to violations of School District policy or administrative regulations, which are known beyond a reasonable doubt to have occurred.
- 12-11 A teacher may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.
- 12-12 In addition to the foregoing, verbal abuse of a teacher by a student shall not be permitted.

ARTICLE 13
QUALIFICATIONS FOR TEACHERS

- 13-1 Subsequent to the effective date of this Agreement all personnel hired as classroom teachers for other than vocational or technical courses shall be required to have at least a bachelor's degree from an accredited college or university.
- 13-2 Teachers employed by the School District shall comply with the Nevada Teacher Certification requirements for the position to which they are assigned, unless an appropriate waiver has been granted by the Nevada State Department of Education.
- 13-3 Teachers who are assigned to teach academic subjects not within their major or minor field of college preparation shall be evaluated based upon their performance while teaching subject areas within their major or minor areas. However, the teacher shall be evaluated in the non-major or non-minor classes on teaching techniques exclusive of subject matter content.

ARTICLE 14
TEACHER PERSONNEL FILES

- 14-1 There are two (2) personnel files maintained on each teacher: one is kept at the central office and one is kept at the school location. These files shall not include the principal's "log." This "log" shall be maintained solely for the principal's own personal use and shall not be used as a personnel file. A copy of each written report, comment, reprimand, or any other document concerning a teacher which the School District places in either of the two (2) personnel files shall be provided to that teacher. The teacher shall sign the file copy of the written report, comment, reprimand, or any other document as acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the contents of the document.
- 14-2 Any written response by the employee to any written report, comment, reprimand, or other document as provided for in 14-1 above shall also become a part of that employee's personnel file and shall remain a part of said file as long as the written report, comment, reprimand, or other document responded to remains a part of the file. All copies of the employee's response will be countersigned by the receiving administrator or designee, and a copy of the response shall be attached to the supervisor's document. When an employee makes a written response to any written report, comment, reprimand, or any other document, the employee's response shall be made within thirty (30) school days and shall be attached to the supervisor's document. Upon written request of the teacher, a waiver of the time limits by the supervisor, not to exceed ten (10) school days, shall not be unreasonably withheld. When a copy of the supervisor's written document is forwarded to any other location, a copy of the employee's written response shall be attached.
- 14-3 Written reports, written comments, written reprimands, or other documents of school district origin, in the possession of the district, or to which the district has access, which have not been called to the teacher's attention in writing shall not be used to adversely affect the continued employment, transfer, salary, or assignment to extra pay for extra duty assignments.
- 14-3-1 Any observation that results in a negative written evaluation or direction for change shall be called to the employee's attention in writing within twenty working days after the observation.
- 14-4 Upon request, the teacher shall be given, within a reasonable time, access to the teacher's file, excluding any pre-employment documents. Upon request, any teacher shall be furnished a reproduction of any material in the teacher's file at a cost of ten cents per page.

14-5 Any time after a period of three (3) years and one (1) day from issuance, any written report, comment, reprimand, or other document, excluding evaluations, placed in any teacher's file shall be removed upon written request of that teacher.

ARTICLE 15
MEDICAL SERVICES

- 15-1 The School District agrees to pay the cost of periodic x-rays or other medically accepted TB tests required for School District employment when administered by the Clark County Health Department.
- 15-2 The School District further agrees to provide to teachers, free of charge, routine immunizations and booster vaccinations for smallpox, influenza, and diphtheria.

ARTICLE 16

EXTENDED LEAVES OF ABSENCE

- 16-1 The School Trustees agree that a maximum of four (4) teachers shall, upon request, be granted a leave of absence without pay for a maximum of two (2) years for the purpose of serving in an elected or appointed office of the Association or another Association with which it is affiliated. To be eligible for leave the employee must have completed two (2) full years under contract with the School District. Such leave is granted for no less than one (1) full contractual year.
- 16-2 A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, and is a full-time participant in these programs. To be eligible for leave the teacher must have completed two (2) full years under contract with the School District. (Administrative Regulation "Peace Corps, VISTA, Teacher Corps Leave: All Employees").
- 16-3 A teacher may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university. To be eligible for leave the employee must have completed two (2) full years under contract with the School District. (Administrative Regulation "Leave for Instructional or Consultant Services: All Employees").
- 16-4 Employees who are members of any Reserve Unit of the Armed Forces of the United States or the National Guard who are ordered to active duty, or who are drafted, or who enlist as an alternative to being drafted, shall be granted military leave of absence without pay, except under conditions outlined in paragraph 17-1-3. Employees who voluntarily request active duty or reenlist are not eligible for a military leave of absence. Employees must have reported and must have begun service with the School District in fulfillment of their contract to be eligible for a military leave of absence. (Administrative Regulation "Military Leave: All Employees").
- 16-5 Upon the recommendation of the Personnel Officer, employee necessity leaves of absence may be granted to eligible employees by the Board of School Trustees, for a period not to exceed one (1) year, where employees have identified a personal or family situation which will require the release of the employee from his/her contractual responsibilities. (Administrative Regulation "Employee Necessity Leave of Absence - All Employees").
- 16-6 Any teacher adopting a minor child shall receive, upon request, and with proper documentation, either sick leave or an employee necessity leave which shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements for the adoption.

- 16-7 A leave of absence without pay for one (1) year (Administrative Regulation "Employee Necessity Leave of Absence - All Employees") shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the School Trustees.
- 16-8 Leaves of absence without pay for study or other professional improvement may be granted to eligible employees by the School Trustees. To be eligible for such leave the employee must have completed two (2) full years with the School District. (Administrative Regulation "Professional Leave: All Employees").
- 16-9 Other leaves of absence without pay may be granted by the School Trustees.
- 16-10 Upon return from leave granted pursuant to paragraphs 16-1, 16-2, 16-3, 16-4 or 16-8 of this Article, a teacher shall be considered as if he or she were actively employed by the School Trustees during the leave and shall be placed on the salary schedule at the level he or she would have achieved if the teacher had not been absent. Pursuant to paragraph 16-8, teachers must meet the requirement as outlined in the Administrative Regulation entitled "Professional Leave - All Employees" in order to receive increment credit on the salary schedule. Employees while on one of the above mentioned leaves may continue to participate in the Teacher Welfare Trust program at the employee's expense. Employees while on any of the above mentioned leaves are not eligible to receive sick leave or retirement credit. A teacher shall not receive increment credit for time spent on a leave granted pursuant to paragraphs 16-5, 16-6, 16-7, and 16-14 of this Article.
- 16-11 All benefits to which teachers were entitled at the time their leave of absence commenced including unused accumulated sick leave, shall be restored to those teachers granted leave pursuant to this Article upon his/her return, and he/she shall be assigned to the same position which was held at the time said leave commenced, if available. If the same position is not available, the teacher shall be assigned to as near an equivalent position as is available at the time of return. Teachers returning from such leave shall notify the School District prior to April 1 of the prior school year of their intent to return.
- 16-12 A teacher granted adoption leave, or leave to care for a sick member of the teacher's immediate family, may request reassignment to active teaching status in writing to the Personnel Division if the teacher wishes to return sooner than the time for which the leave was granted. The Personnel Division will return the teacher to active status when a vacancy occurs for which the teacher is qualified.
- 16-13 All leaves and extensions or renewals of leaves shall be applied for and granted in writing.

- 16-14 A leave of absence without pay for a period not to exceed one (1) year may be granted to any teacher who wishes to pursue employment that is directly related to his/her school assignment or certification(s). The leave granted under this article shall be to allow the instructor to improve practical skills and knowledge regarding current work procedures, technology, and innovations in the field for which he/she is certified to teach. To be eligible for the "work" leave, the teacher must have completed seven (7) full years of continuous service under contract with the District. This leave may not be extended. This leave may be granted only once every seven (7) years. The Board may, at its discretion, limit the areas and/or the number of leaves granted annually and may deny any such leaves when determined to be detrimental to the instructional program of the District.
- 16-15 All of the above leaves of absence are subject to the administrative requirements regarding requests for and/or approval of such leaves which are set forth in the Policies or Administrative Regulations of the School District.

ARTICLE 17

TEMPORARY LEAVES OF ABSENCE

- 17-1 For each separate school year covered by the term of this Agreement, teachers shall be entitled to the following temporary nonaccumulated leaves of absence with regular rate of pay each school year.
- 17-1-1 With the approval of the principal and Superintendent, leave with pay will be granted for the purpose of attending professional Association meetings, conferences, delegate assemblies, conventions or for the purpose of visiting other schools for the sole purpose of viewing a new or unique educational program at that school. This would include the traditional approval of at least one hundred fifty (150) school days for Association representatives to attend NEA or NSEA meetings, conferences or conventions. No individual shall be granted approval for more than seven (7) days of the one hundred fifty (150) school days allocated for Association representatives. The Clark County Classroom Teachers Association president who is working full time as a teacher may take up to fifteen (15) school days. These days will be charged against the one hundred fifty (150) days. There is available for Association use at its discretion an additional one hundred (100) days of leave. The Association shall reimburse the District at the substitute daily rate of pay plus FICA and SIIS as these days are used.
- 17-1-2 The Association shall reimburse the School District the substitute daily rate of pay for a maximum of two (2) teachers required to appear at hearings of the Local Government Employee-Management Relations Board, grievance arbitration hearings, fact-finding hearings or any court appeal relating to any such hearings which are initiated by the Association. The Association shall reimburse the District the daily rate of pay for any additional teachers over and above the maximum of two (2) required to appear at the hearings. The maximum of two (2) teachers required to appear shall be limited to the same two (2) teachers appearing during the duration of the hearing. The Association shall reimburse the District the cost of providing substitutes for teachers required by the Association to appear at hearings described in this section when such hearings are initiated by the District. This provision shall not apply to any teacher subpoenaed to appear in any civil case in which that teacher has a direct interest not arising from their role as an employee of the District.

- 17-1-3 Members of reserve units of the Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of ten (10) days or less, shall receive their regular rates of pay for this period of time. However, they will be required to surrender payment received for military service while on active duty, exclusive of pay received for meals, transportation and lodging. This provision applies only to emergency situations and does not apply to active duty assignments to summer encampments, schools or classes normally required of members of the National Guard or Reserve Military Units.
- 17-1-4 Teachers who are active members of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, or the Nevada National Guard must be relieved from his duties, upon his request, to serve under orders without loss of his regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. No such absence may be a part of the employee's annual vacation provided for by law.
- 17-1-5 Other leaves of absence with pay permissible by law may be granted by the School Trustees.
- 17-2 Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE 18

SICK LEAVE

- 18-1 Sick leave is paid leave that is granted an employee by this Agreement who is unavoidably absent because of personal illness or accident, or because of serious illness or accident in his immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set forth below.
- 18-2 Employees shall be credited with fifteen (15) days of sick leave at the beginning of the school year. However, an employee must report to the teaching assignment as required by the contract in order to have sick leave credited. In the event an employee does not complete the number of days required by contract, the number of sick days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating employee is computed. Employees who begin service later in the school year shall be credited with the number of days sick leave that may be earned at the rate of 1.5 days for each month of service that may be completed by the end of the school year.
- 18-3 Employees shall be granted one (1) religious observance day to be deducted from sick leave.
- 18-4 Unused sick leave shall be accumulated from year to year without limit.
- 18-5 Absence due to sick leave will be compensated leave only to the extent the employee has earned or accrued sick leave in accordance with the above provisions.
- 18-6 In no case will absences due to sick leave during summer school or the summer months be paid except for those employees of schools for which the summer months constitute part of the regular school year. In the latter situation, the employees will be paid for sick leave absences in accordance with the above provisions.
- 18-7 The immediate supervisor shall periodically review the sick leave usage of all assigned employees. If the review indicates that an employee's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the Supervisor shall submit to the Director of Certificated Personnel a report of the review and shall furnish a copy to the employee. The Director of Certificated Personnel may require an employee to have a physical examination or to submit a written certificate from a physician of the employee's choice confirming the necessity of an absence due to illness.

- 18-8 Any employee who misuses sick leave shall be subject to disciplinary action. Any dispute regarding such disciplinary action shall be subject to the provisions of Article 4, Grievance and Arbitration Procedure.
- 18-9 Upon retirement or death a teacher who has been employed by the Clark County School District for at least ten (10) consecutive years may be compensated for unused sick leave at a rate determined on an annual basis by the Association.
- 18-9-1 The term "Retirement" shall apply only to those teachers who terminate and receive benefits from the Public Employees Retirement System.
- 18-9-2 The CCCTA Health and Welfare Benefit Trust shall administer this provision and is authorized to make payments for unused sick leave.
- 18-9-3 The District shall on behalf of the Association pay to the CCCTA Health and Welfare Benefit Trust the sum of \$100,000 per year in equal monthly installments. On or before September 1, 1987 the District shall pay to the Trust all funds remaining in the Payment For Unused Sick Leave Fund previously administered by the District.
- 18-9-4 It is recognized by the parties to this Agreement that the Trust in agreeing to make the payments for unused sick leave is performing an administrative function on behalf of the Association and has not participated in determining how this payment for unused sick leave is to be made.
- 18-10 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 19

BEREAVEMENT LEAVE

- 19-1 Leave with full pay shall be allowed for three (3) days for each period of bereavement or absence due to death in the immediate family of the employee. Two (2) additional days with full pay may be approved by the employee's supervisor. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) days. Bereavement leave shall be deducted from sick leave. For purposes of Article 19, the term "Immediate Family" shall be defined as per Article 1-11.
- 19-2 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 20

PERSONAL LEAVE

- 20-1 Personal leave as defined herein may only be granted to those employees who qualify for such leave in accordance with the provisions of 20-2.
- 20-2 Employees who in the prior school year used seven (7) days or less sick leave exclusive of bereavement or religious observance leave shall be entitled to two (2) days personal leave with pay. Employees who in the prior school year used more than seven (7) days sick leave exclusive of bereavement or religious observance leave, are not entitled to personal leave.
- 20-3 Personal leave, earned in accordance with 20-2 above, shall be granted to employees without any limitation on the purpose for the use of such days and shall only be limited by the provisions of 20-5 and 20-6 below.
- 20-4 Employees qualifying for personal leave shall notify their immediate supervisor of the intended use of a day's personal leave at least four (4) days prior to the date to be used, except in cases of personal emergencies. In the latter case, notice should be given as early as possible.
- 20-5 Personal leave shall not be taken during the first ten (10) days teachers are required to be on duty or the last ten (10) days teachers are required to be on duty, except in cases of emergency or graduation of the teacher's child from school.
- 20-6 Teachers who have earned personal leave in accordance with the provisions of 20-2 may elect to buy-out earned personal leave at the rate of \$50.00 per day in lieu thereof.
- 20-7 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 21

WORK YEAR

- 21-1 The work year of the teachers covered by the classroom teacher salary schedule (other than new personnel who may be required to attend one additional orientation day) shall consist of not more than one hundred and eighty-four (184) school days and shall be distributed according to the calendar determined and officially adopted by the Board of School Trustees.
- 21-2 Notwithstanding the provisions of 21-1 above, teachers who are assigned to a year round school may be required to work additional days beyond those provided for in 21-1 above. The assignment of such additional days shall be determined by the year round school calendar for the particular teacher's attendance cycle. The teachers assigned to work additional days at a year round school beyond the one hundred and eighty-four (184) school days provided for in 21-1 shall be compensated at their daily rate for each day worked beyond the one hundred and eighty-four (184) school days.
- 21-3 For the purpose of 21-2 above, a teacher's daily rate of pay shall be his/her annual salary as reflected on the teacher salary schedule divided by the number of contract days of service.
- 21-4 The work year shall meet the criteria established by Nevada Statutes. The teacher work year shall consist of no more than one hundred eighty-four (184) school days.
- 21-4-1 The work year shall begin no earlier than the third Monday in August. This section does not apply to early reporting dates for employees (such as but not limited to counselors, librarians, in-service participants) who are required to report prior to the official first day, nor does it apply to new hires.
- 21-4-2 The work year shall end no later than the second Friday in June. This section does not apply to extended work dates for employees who are required to work after the official last day, nor does it preclude an extension of the work year to provide for make-up days due to emergency situations such as but not limited to domestic disruptions, earthquake, natural disaster, snow days.
- 21-4-3 Consideration shall be given for teacher attendance at university summer sessions. Such consideration shall not be construed as to dictate school starting times nor school ending times.
- 21-4-4 The work year shall include all state-approved holidays.
- 21-4-5 The work year shall include the Christmas, Thanksgiving, and Spring breaks as presently adopted by the 1985-86, 1986-87 school calendars.

21-5 Year round schools shall observe the established year round school calendar. Upon advance notice to the principal and approval by the principal, teachers at year round schools on extended year contracts shall continue to be able to take "time out" (days off without pay).

ARTICLE 22

HOURS OF WORK

- 22-1 Classroom teachers covered by this Agreement shall be required to work at the school premises a regular workday of seven (7) hours including the duty-free lunch period provided below. The daily starting and departure time for classroom teachers shall be set in each school by the principal, subject to any limitations due to transportation, enrollment or other aspects of the student day. Except in cases of temporary changes necessitated by emergencies, the principal shall seek the advice of the Teacher Advisory Council regarding any revision in the daily schedule. The principal shall seek the advice of the Teacher Advisory Council regarding any revision to the daily starting and departure times for teachers once they have been set. Individual teacher schedules, within the established starting and departure times, may be revised by the principal without seeking the advice of the Teacher Advisory Council.
- 22-2 During each workday, classroom teachers referred to in 22-1 above shall be granted a duty-free lunch period of thirty (30) minutes. This duty-free lunch period will not be interrupted except when emergencies make it necessary to alter a teacher's assignment or special events as determined by the Teacher Advisory Council, if one exists at the school, in conjunction with the principal, alter the foregoing. The School District will continue to allow elementary teachers to combine classes during student recess periods to a level approved by the principal in order to provide a break for teachers on as many days as possible.
- 22-3 The principal shall have the authority to permit divergence by teachers within the seven (7) hour day.
- 22-4 Assignments of classroom teachers of the bargaining unit during their seven (7) hour workday to lunch duty, yard or playground duty, hall duty and other functions, such as nonpaying extracurricular assignments outside their seven (7) hour workday, shall be determined by the principal with the advice of the Teacher Advisory Council, if one exists at the school.
- 22-5 It is recognized that certain meetings may be scheduled to exceed the seven (7) hour day without additional compensation for the purposes listed below:
- 22-5-1 Attendance at general faculty meetings.
 - 22-5-2 Special meetings called by the Superintendent or school principal. It is agreed, however, that there shall be no more than three (3) such meetings per school year.
- 22-6 Individual parent conferences which exceed the seven (7) hour day may be scheduled at the mutual convenience of both teacher and parent. When this is not successful, the principal shall schedule the conference at an appropriate time.

- 22-7 Non-paying extracurricular assignments exceeding the seven (7) hour day may be made when volunteers are not available. Involuntary assignments shall be made on an equitable basis.
- 22-8 When a teacher specialist is in charge of the entire student class of a regularly assigned classroom teacher, the regularly assigned classroom teacher may, with the permission of the principal, leave the classroom and use that time for professional purposes. The permission of the principal will not be unreasonably withheld.
- 22-9 Travel time of any teacher required to travel during the normal school day shall be considered as a part of such teacher's teaching day.
- 22-10 The provisions of 22-1 through 22-9 above relate to the time classroom teachers and other employees covered by this Agreement are required to remain at the school premises where their primary functions are performed. It is further recognized by the parties that all employees covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the employees covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation except as otherwise provided by specific provisions of this Agreement.
- 22-11 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 23

NO STRIKES/WORK STOPPAGES

- 23-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work or slowdown of the operations of the School District during the term of this Agreement.
- 23-2 It is hereby agreed by the School District that there will be no lock-out of employees during the term of this Agreement.

ARTICLE 24

GENERAL SAVINGS CLAUSE

- 24-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 25

TEACHERS' CONTRACT OF EMPLOYMENT

- 25-1 This Agreement, when ratified by both parties, shall be incorporated by reference and become a part of the teachers' contract of employment for each of the 1987-88 and 1988-89 contracted school years.

ARTICLE 26
PROFESSIONAL COMPENSATION

- 26-1 Effective for the teacher's contract for employment for 1987-89, the compensation for the degree personnel covered by this Agreement for the term of this Agreement shall be in accordance with the following schedule for the contracted school year of 1987-88.
- 26-2 All credited semester hours must have been earned at institutions recognized by the Nevada State Department of Education in issuance of certification.
- 26-3 The basis of the professional schedule is the Bachelor's degree or its recognized equivalent. Only units earned after securing the degree, in upper division or graduate courses, at accredited institutions recognized by the Nevada State Department of Education or increment growth units will be recognized for placement in Classes B, C, D, E and F. Increment growth units are granted for approved in-service training activities which are in-service education courses or workshops established by the Curriculum Services Department to upgrade or improve the educational program.
- 26-4 The District shall credit any teacher who desires professional growth advancement on the Teachers' Salary Schedule for the school year 1979-80, and thereafter, with professional growth credit for any course(s) taken that is related to:
- (a) the teacher's major or minor field of preparation,
 - (b) the teacher's current assignment,
 - (c) the teacher's present endorsement(s) or degree(s),
 - (d) additional endorsement(s) being pursued by the teacher, or
 - (e) additional degree(s) being pursued by the teacher.

If a teacher desires professional growth salary credit for any course(s) that is not related to 26-4(a-e), the teacher must submit a written rationale to the Personnel Division of the Clark County School District. As a condition precedent to the course being credited to any future advancement on the salary schedule, the request must receive the written approval of the Director, Employee-Management Relations, or his/her designee, within eight (8) school days after the request has been submitted. If written approval or disapproval has not been received within the eight (8) day period, the teacher may take the course for professional growth salary advancement. The aforementioned shall not apply to in-service education courses or workshops established by the Curriculum Services Department.

- 26-5 A maximum of four (4) years' experience (Step 5) on this schedule will be recognized for appropriate full-time experience outside the School District.

- 26-6 A maximum of six (6) units increment growth credit earned from completion of School District in-service courses and workshops will be allowed for advancement to a new class on the Teachers' Salary Schedule. The remainder of the units required for class advancement must be completed at a recognized college or university (effective July 1, 1965).
- 26-7 Units earned for completion of School District in-service classes and workshops in excess of the six (6) units allowed for advancement to a new class cannot be applied to future advancement (effective July 1, 1965).
- 26-8 A teacher shall advance one (1) step on the salary schedule for each additional year of experience in the School District until he/she reaches the maximum step in his/her class.
- 26-9 No more than twelve (12) semester hours of upper division or graduate professional growth credit earned through enrollment in correspondence courses may be applied for advancement on the Teachers' Salary Schedule in any one contracted school year.
- 26-10 The contracted salary of a teacher shall be made in 24 equal installments payable twice monthly except that teachers new to the District will be paid only once during September. Such payment shall be made on September 18 or the closest work day thereto.
- 26-11 This Article may be reopened prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 27
LONGEVITY PAY

27-1 The parties to this Agreement have agreed to allocate \$1,706,750 from the 1987-88 school year money package for longevity payments.

27-2 Longevity payments shall be made in accordance with the following schedule:

<u>Years of Service</u>	<u>Dates of Adj. Hire</u>	<u>Amount of Stipend</u>	<u>Total Cost to District</u>
10 - 15	6/73-9/78	\$ 500	
16 - 20	6/68-5/73	550	
21 - 25	6/63-5/68	800	
26 +	6/46-5/63	1,100	

\$1,706,750

27-3 Longevity payments shall be made by separate check no later than June 30 for employees assigned to nine month schools and no later than August 20 for employees assigned to twelve month schools.

27-4 To be eligible, employees qualifying for longevity payments must complete their contract year. Sick leave, personal leave, religious observance, and short-term leave without pay approved by the principal shall be counted toward longevity. In the event an employee dies prior to completion of their contract year, a pro rata payment shall be made to the designated beneficiary as provided by law.

27-5 The amount allocated for longevity payments shall not exceed \$1,706,750 for the 1987-88 contracted school year.

27-6 No PERS deductions shall be made for longevity pay.

27-7 This Article may be reopened prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

CLARK COUNTY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 1987-88*

	<u>CLASS A</u> <u>BA</u>	<u>CLASS B</u> <u>BA + 16</u>	<u>CLASS C</u> <u>BA + 32</u>	<u>CLASS D</u> <u>MA</u>	<u>CLASS E</u> <u>MA + 16</u>	<u>CLASS F</u> <u>MA + 32</u>	<u>CLASS G</u> <u>PH.D</u>
1.	17,602	18,641	19,670	20,706	21,738	22,770	23,270
2.	18,408	19,442	20,476	21,510	22,543	23,711	24,211
3.	19,215	20,245	21,279	22,311	23,347	24,657	25,157
4.	20,016	21,047	22,083	23,116	24,152	25,599	26,099
5.	20,821	21,855	22,887	23,922	24,956	26,540	27,040
6.	21,626	22,657	23,689	24,724	25,756	27,479	27,979
7.	22,425	23,460	24,494	25,528	26,561	28,422	28,922
8.		24,267	25,303	26,331	27,366	29,363	29,863
9.			26,103	27,134	28,170	30,305	30,805
10.			26,906	27,938	28,973	31,248	31,748
11.			27,710	28,745	29,777	32,189	32,689
12.						33,189	33,689
13.						34,071	34,571
14.						35,204	35,704

DEFINITION OF CLASSES

- CLASS A Bachelor's degree and valid Nevada certification for the level or subject taught.
- CLASS B Bachelor's degree plus 16 increment growth units and valid Nevada certification for the level or subject taught. Units must be taken after receipt of Bachelor's degree.
- CLASS C Bachelor's degree plus 32 increment growth units and valid Nevada certification for the level or subject taught.
- CLASS D Master's degree from an accredited institution in a field pertinent to position and valid Nevada certification for level or subject taught.
- CLASS E Master's degree plus 16 increment growth units and valid Nevada certification for level or subject taught. Units must be taken after receipt of Master's degree.
- CLASS F Master's degree plus 32 increment growth units and valid Nevada certification for level or subject taught.
- CLASS G Doctorate degree from an accredited institution in a field pertinent to position and valid Nevada certification for level or subject taught.

*Teacher Salary Schedule adjusted to meet PERS requirement of Senate Bill 257.

ARTICLE 28
TEACHER WELFARE TRUST

- 28-1 The Association may establish a teacher welfare trust (hereinafter the "Trust") for the purpose of administering group insurance and health care benefits to teachers. The Trust shall conform to all laws of the state of Nevada and shall be approved by the Commissioner of Insurance in the same manner as trusts under NRS 287.010. All costs of forming and operating the Trust shall be borne by the Association.
- 28-2 The District agrees to maintain the monies accumulated on behalf of the Trust through District and employee contributions in a Trust and Agency Fund as defined by NRS 354.580 and to pay funds from said Trust and Agency Fund as requested by the Trust.
- 28-3 The District shall contribute to the Trust and Agency Fund the sum of \$112.61 per month for each participating teacher for the term of this Agreement.
- 28-4 The District is not a party to any contract of insurance between the Association, the Trust, any insurance carrier, administrator or provider of care. The Association agrees that the District's only obligation is to contribute the sum agreed upon in Section 28-3 to the Trust and Agency Fund, to provide necessary payroll deductions, including eligibility lists; and to verify employment, all as may be required by the Trust. The District's function is solely ministerial. The Association, therefore, agrees to hold the District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees, arising from the creation and operation of the Trust. This section is not and shall not be construed as a release or waiver of any rights that the parties may have under this Agreement.
- 28-5 In the event that the Association is unable to continue the operation of said Trust, the District agrees that for the term of this Agreement it will contribute toward the cost of employee health insurance the sum of \$112.61 per month per participating teacher in the Trust.
- 28-6 The School District further agrees to continue to provide payroll deductions for additional insurance premiums as required by the Trust in accordance with the past practice of the parties.
- 28-7 Deans, teacher consultants/coordinators, and administrative aides/assistants are hereby granted a contractual right to participate in the teacher welfare trust program until an employee organization is officially recognized pursuant to NRS 288 and a collective bargaining agreement is in effect for employees within these classifications. It is the intent of the parties that no employee be denied access to the health and welfare trust unless covered by another collective bargaining agreement. These employees shall pay the monthly premium established by the health and welfare trustees. They will not be experience rated as a separate group from the classroom teachers for the purpose of determining the contribution rate for medical/life coverage. The Trust will accept payments in full or in part made by the district on behalf of the employees.

- 28-8 By May 15, 1987 all employees presently identified as deans, teacher consultants/coordinators, and administrative aides/assistants will be given the opportunity to decide whether they wish to continue in or enroll into the health welfare benefit trust. Failure to exercise this right of participation will require an evidence of insurability form if, during future open enrollment periods, members of these groups desire coverage from the health welfare benefit trust. All future members of these groups will, upon date of hire, be subject to the provisions in 28-7 and 28-8.
- 28-9 Subject to the District's approval of an opinion letter from American Fidelity Assurance Company, the District agrees to establish a Section 125 Plan. The contract for such plan will be included as an addendum to this Agreement.
- 28-10 This Article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year. This reopener language applies only to the amount of the contribution to the Trust.

ARTICLE 29
PUBLIC EMPLOYEES RETIREMENT SYSTEM

- 29-1 Continuing the provision begun with the Agreement for school year 1975-76, the School District agrees to pay, the standard employee and/or employer contribution to Social Security or any Public Employees Retirement System for each employee covered by this Agreement, as required by law.
- 29-2 In response to the 1985 Nevada Legislative action in Senate Bill 257 and the mandate from the Public Employees Retirement System of Nevada, the employee must pay one-half of the increase of one percent (1%) in PERS contributions and this must be done by reducing the agreed upon salary increase by one-half percent (1/2%).

ARTICLE 30

REDUCTION IN FORCE

- 30-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which such reductions in force will occur.
- 30-2 Subject to the determinations set forth in 30-1 above, the School District agrees to the following:
- (a) Teachers who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force.
 - (b) Any additional teachers to be reduced in force from the area or areas affected shall be reduced in force on the basis of Districtwide seniority.
- 30-3 Districtwide seniority shall be defined as the total length of continuous service with the District. The effective date in determining Districtwide seniority shall be on the original date of employment with the School District except for employees whose employment has been terminated either voluntarily or involuntarily. If a terminated employee is rehired by the School District, the seniority date will be determined by the first date of hire after the termination.
- (a) "Date of employment" shall be defined as the first day the employee reported to work for pay in the Clark County School District.
 - (b) Teachers who are laid off may elect to be placed in a vacant classified position in accordance with their qualifications provided that there are no classified employees having priority for the vacant position. Teachers placed in a classified position will be placed no higher than Step C of the range of the job classification depending upon their training and qualification.
 - (c) Teachers who are laid off and do not receive a classified position shall receive priority for substitute assignments at the current substitute rate of pay, and shall be on substitute status and will be employed in accordance with school district regulation (Assignments: Substitute Teachers) and policy (Employment of Substitutes and Part-Time Employees).
- 30-4 On or before November 1, the District shall publish a seniority list of teachers employed since January 1, 1980, and a copy of such seniority list shall be forwarded to the Association and to all schools. Once the list has been posted, teachers shall have twenty-one (21) working days from the date of such posting to challenge placement on the list. During the twenty-one (21) day challenge period, the District and the Association shall make every effort to resolve all challenges regarding date of employment and seniority ranking. When all challenges are resolved, the District and the Association shall certify, by signature, that the list is correct. Unresolved challenges may be processed under Article 4 only through grievance filed by the Association. Every employee shall have the opportunity to challenge

the list one time only. Additions to the seniority list shall be made once annually to include teachers hired after October 21 of the previous school year. A list of these additions shall be posted not later than November 1 of the current year. Only teachers employed after October 21 of the previous school year shall be permitted to challenge their date of employment and seniority ranking during the specified challenge period of twenty-one (21) working days.

In the event that more than one teacher has the same date of employment, relative seniority shall be determined by a lottery designed by the District after consultation with the Association. The seniority list shall include date of employment, seniority ranking, and areas of certification. A valid certificate on file with the Clark County School District at the time a reduction in force is announced shall be used to determine employee status.

- 30-5 A seniority list of all employees shall be established within a reasonable period of time. The procedure established in 30-4 shall apply. The seniority list of all employees shall be updated by November 1 annually.
- 30-6 Teachers on leave of absence shall receive a certified letter which will include date of employment, seniority ranking, and areas of certification on file. The letter will also tell teachers on leave of absence where seniority lists have been posted and the last date by which they can challenge placement.
- 30-7 Whenever possible, teachers who are to be laid off hereunder shall receive at least thirty (30) days written notice of such layoff.
- 30-8 Disputes regarding employees who have received written notice of an impending layoff as a result of a reduction in force shall be processed in an expedited manner. Disputes regarding recall shall also be handled in an expedited manner.
- 30-9 Released teachers shall be placed on leave of absence with no obligation by the School District to rehire after the expiration of two (2) school calendar years. Each teacher placed on leave of absence as aforementioned shall be reinstated in reverse order to reduction for new positions opening for which the teacher is certified and qualified. The School District shall notify teachers placed on leave of absence of subsequent vacancies by certified mail to the last address registered by the teacher with the School District Personnel Office.

ARTICLE 31
PREPARATION PERIODS

31-1 The School District agrees to maintain daily preparation periods during the student day in all junior and senior high schools.

31-2 The School District shall maintain at each elementary school and sixth grade center a minimum of two hundred and fifty (250) minutes preparation time per week per teacher, starting September 1987, during the students' instructional day, in not less than forty (40) minute blocks. Each elementary school and sixth grade center shall be allocated and assigned library aide hours per school day in accordance with the following schedule:

<u>Enrollment</u>	<u>Hours</u>
400 - 599	4
600 - 799	5
800 - 999	6
1,000 and Above	7

This aide time is provided in addition to the assigned media clerk time. Library aide time is guaranteed for the school year once set on a school year basis. There will be no changes in library aide time allocated due to fluctuation in enrollment. This provision for allocating library aide time will only remain as part of this agreement if librarians are used to provide preparation time to elementary teachers.

31-3 Preparation time provided for in this article shall be utilized by teachers in a manner which enables further development and refinement of professional skills and for instructional effectiveness.

31-4 Although it does not relate to any mandatory subject of bargaining, the School District states that it is its aim and objective to establish a maximum class load of thirty (30) students in grades 4, 5 and 6.

ARTICLE 32
SAFETY

32-1 A teacher will not be required to perform any duty or act which threatens the teacher's or student's physical safety or well-being except normal risks involved in carrying out teaching duties.

ARTICLE 33

EQUITABLE TREATMENT

- 33-1 All employees have a right to work in an environment free of unlawful discrimination, and statutory remedies are available to address these concerns. Although resolution of such disputes is outside the grievance and arbitration provisions of this Agreement, both the District and the Association assure all Employees of the District of their intent to avoid such conduct and to assist Employees in promptly resolving such disputes if they occur.

ARTICLE 34

INSTRUCTIONAL DISCRETION

- 34-1 Instructional discretion is defined as the discretion to teach about controversial issues which have economic, political, scientific, or social significance within the adopted curriculum standards and guidelines of the Clark County School District.
- 34-2 The Association recognizes that the principal is the instructional leader of the school.
- 34-3 The district recognizes that instructional discretion is essential to the fulfillment of the educational purposes of the Clark County School District.
- 34-4 Teachers shall have the discretion to use supplemental materials relevant to the levels of maturity and ability of the student and consistent with adopted curriculum standards and guidelines.
- 34-4-1 Specific techniques are left to the discretion of the teachers so long as they are consistent with adopted curriculum and instructional standards.

ARTICLE 35
TRANSFER

35-1 Definitions.

- A. A voluntary transfer is any transfer which is initiated when a teacher submits a Request for Transfer form.
- B. Involuntary transfer is any transfer initiated due to a decline in enrollment, the closing of a school, the failure to meet enrollment projections, a change in the student/staff allocation formulas, or any other condition which would require reducing the number of teachers allocated to a school or work location, or to a department within a school.
- C. Seniority is districtwide seniority as defined in Article 30 of this Agreement.
- D. Exempt teachers are members of the bargaining unit whose assignment requires service to be provided to the District at-large or at multiple work locations.

35-2 Voluntary Transfers.

- A. Voluntary transfers provide teachers with an opportunity to change locations. Teachers may seek transfers with dignity, security, and freedom from anxiety in their relationships with administrators.
- B. A voluntary transfer occurs when a teacher submits a Request for Transfer form and the receiving principal and the Personnel Division approve the request.
- C. Teachers may submit Request for Transfer forms after the first Vacancy Report has been distributed and prior to June 30.
- D. Requests for transfers submitted after June 30 can only be approved when the Personnel Services Division and both principals agree that the transfer should be approved.
- E. All transfers will be processed upon receipt of a Request for Transfer form at the designated transfer desk in the Personnel Services Division.
- F. A teacher who has unsuccessfully pursued a transfer for two or more years may seek assistance in obtaining a transfer by requesting a conference with a personnel specialist.

- G. When a teacher has completed five years of service with the district in the same location and/or instructional assignment and requests a voluntary transfer, every effort will be made to secure the transfer.
- H. The first period for implementing voluntary transfers is April 1 to April 30 and the second period is May 16 to June 30 for transfers for the ensuing year.
- I. Vacancy notices listing positions available effective with the beginning of the ensuing school year will be listed each Monday beginning April 1 through June 22. Vacancy notices will be provided to the Clark County Classroom Teachers Association and will be posted in the Personnel Services Division and sent to all schools and other certificated work locations. No vacancy may be filled until seven (7) calendar days after the vacancy notice listing the position has been issued.

35-3 Involuntary Transfer

- A. An involuntary transfer may be initiated due to a decline in enrollment, closing of a school, failure to meet enrollment projections or a change in the student/staff allocation formulas. Involuntary transfers will be processed within the timelines outlined in this Article.
- B. Additional involuntary transfers may be required to adjust and balance staff during September and at the end of the first semester. These involuntary transfers will be handled on a seniority basis and in accordance with the provisions of this Article.

35-3-1 The following procedure for identifying and assigning teachers subject to involuntary transfers will be used:

- A. A principal shall review the needs of a school and develop a staffing plan that will best utilize the staff allocation for the next school year by April 1 of each school year.
- B. The plan shall identify the area of certification and/or the department where staff may have to be reduced.
- C. Seniority ranking and the certification on the seniority list (Article 30) will determine the teacher(s) to be involuntarily transferred. The teacher with the lowest seniority ranking will be transferred unless otherwise provided in this Article.

- D. Before implementing any involuntary transfer(s), the principal shall hold a staff meeting at which time a teacher will be given an opportunity to volunteer.
 - E. By May 1, a list of all vacancies in the school district shall be provided to each teacher who has volunteered to transfer. On May 15, all teachers identified for involuntary transfer shall meet in one central location, to choose, in order of seniority ranking, an assignment from the list of vacancies.
 - F. A principal may request an exception to the seniority procedure only when a selection on the basis of seniority would result in eliminating a specific program in a school. If there is a dispute, the matter will be reviewed by the director, Employee and Management Relations who will have three (3) days to resolve the matter. If the matter is not resolved, the dispute will be resolved through the Expedited Arbitration Procedure.
 - G. If an exception is approved, the principal will identify for involuntary transfer the next least senior person in that area of certification.
- 35-3-2 In the event that there is no vacancy available for which the teacher subject to involuntary transfer is certified, the provisions of Article 30 (Reduction In Force) will apply.
- 35-3-3 Teachers who are reassigned through an involuntary transfer shall have the following rights:
- A. May seek a transfer to a location under the voluntary transfer procedure.
 - B. Shall have the right to return to the previously assigned school if a vacancy should occur for which the teacher is certified not later than the fourth Friday of the ensuing school year. Requests to return to the previously assigned school after the fourth Friday require approval of both principals affected and the Personnel Division.
- 35-3-4 Teachers assigned to locations where their services can best be utilized to meet the needs of students either on an itinerant or districtwide basis are exempt from the provisions of this Article except as otherwise provided.

A. Exempt positions include the following categories:

1. Psychologists
2. Nurses
3. Itinerant Speech Therapists
4. Itinerant Music Teachers
5. Itinerant Elementary Physical Education Specialists
6. Itinerant Language Acquisition Teachers

B. Exempt teachers are excluded from the voluntary and involuntary provisions of this regulation but may submit a request to the supervising administrator indicating preference for reassignment at any time. The honoring of the request for reassignment shall not be unreasonably withheld.

35-4 The intent and purpose of this Article is to facilitate the transfer of teachers, where such transfers are necessary or requested. The Parties agree to discourage any practice that may result in the unfair manipulation of transfer procedures.

35-5 The District's affirmative action goals and objectives shall be considered when transfers are made.

35-6 All disputes involving the interpretation and implementation of this Article shall be subject to Expedited Arbitration Procedures.

35-7 This article may be reopened once prior to July 1, 1988, at the request of either party to this Agreement and any changes made will be effective for the 1988-89 contracted school year.

ARTICLE 36

DISCIPLINARY PROCEDURES

- 36-1 Neither the District nor the Association will discriminate against any member of the bargaining unit because of membership or non-membership in the Association or participation or non-participation in any of the Associations' activities.
- 36-2 All written policies and regulations of the School District governing employee activities and conduct will be interpreted and applied uniformly throughout the District.
- 36-3 The personal life of a teacher is not an appropriate concern of the District and, therefore, shall not affect the teacher's employment status except when it has a legally relevant connection to the teacher's employment.
- 36-4 An employee about to undergo an investigatory interview is entitled to an Association representative or another representative and reasonable notice shall be given. Reasonable notice shall mean notification the day prior to the actual meeting except when circumstances may require a prompt investigatory interview. Any and all notices of the principal's desire to hold a conference with a teacher shall include the subject of the conference.
- 36-5 After reasonable notice has been given and in the interest of expediting a resolution to a disciplinary problem, the district may require an employee to choose between participating in an investigatory interview without representation, or not being interviewed.
- 36-6 An employee's right to representation during the course of an interview arises if the supervising administrator takes any steps beyond merely informing the employee of a disciplinary action. In such instances, the provisions of 36-4 apply.
- 36-7 The employee representative and the administrator will allow the employee to give an account of the alleged incident before any discussion by either of the named parties occurs. During the investigatory interview conducted by the administrator, all persons at the conference will conduct themselves in a manner that will result in a clear and thorough statement from the teacher regarding the facts of the alleged incident. Nothing in this provision is meant to inhibit or limit the teacher's representative from fully and properly representing the teacher.

- 36-8 In implementing the suspension and dismissal procedures of NRS 391, the parties agree that the decision of the hearing officer shall be final and binding. The hearing officer shall be selected in accordance with the expedited arbitration procedures in Article 4 of this Agreement. The teacher or the teacher's representative shall, within ten (10) days of receiving the notice of suspension or dismissal demand that the matter be submitted to final and binding arbitration. Pursuant to the terms of NRS 391, the nonrenewal of a probationary teacher's contract shall not be subject to a hearing under the provisions of Article 36-8. Probationary teachers shall be entitled to a hearing under the terms of this Article for suspensions or dismissals.
- 36-9 Prior to initiating any of the above forms of disciplinary action, the district shall have followed a policy of progressive discipline which normally includes a verbal and written warning.
- 36-10 The arbitrator shall have the power to modify or deny the district's disciplinary action. Any such modification of a penalty must be within the limits set forth in the Nevada Revised Statutes.
- 36-11 Although certain provisions of this Article are intended to modify disciplinary hearing provisions set forth in NRS 391, those provisions of NRS 391 which do not conflict with this Article shall remain in effect including, but not limited to, the superintendent's authority under NRS 391.314-1.
- 36-12 Any observation that results in a negative written evaluation or direction for change shall be called to the employee's attention in writing within twenty (20) working days after the observation.

ARTICLE 37
TUITION REIMBURSEMENT

- 37-1 It is agreed that the District will provide funds not to exceed \$12,500 for tuition reimbursement for the 1987-88 school year and \$25,000 for the 1988-89 school year. The actual plan for advertising, taking applications, and disbursing these funds will be agreed to cooperatively by the Association President and the Director of Certificated Personnel. Areas of need will be established by the District and the District may modify the areas for each semester or summer school session.
- 37-2 The Clark County School District will reimburse teachers who complete courses that qualify pursuant to Article 26 at a rate per credit hour not to exceed the UNLV graduate level credit hour cost. To receive reimbursement, a teacher must receive a grade of B- or better.

ARTICLE 38
EXTRA PAY FOR EXTRA DUTY SCHEDULE

38-1 EXTENDED DAY EXTRACURRICULAR PAY

This pay schedule for senior and junior high positions does not obligate the School District to institute the program. However, if the program exists in the school, then all identified positions for that program must be filled.

38-1-1 Senior High School -- Extended Day Pay

POSITION	Index, Class A, Step 1 Base Salary	No. of Positions For Each School
Head Football (M)	.093	1
Head Basketball (M)	.093	1
Head Baseball (M)	.079	1
Head Track (M)	.084	1
Head Wrestling (M)	.084	1
Head Soccer (M)	.079	1
Head Tennis (M)	.054	1
Head Golf (M)	.051	1
Head Cross Country (M)	.068	1
Asst. Football (M)	.070	AAA-6, AA-5, A-4 2
Asst. Basketball (M)	.070	2
Asst. Baseball (M)	.061	1
JV Track (M)	.063	1
JV Wrestling (M)	.063	1
JV Soccer (M)	.059	1
9th Gr. Basketball (M)	.043	1
9th Gr. Basketball (W)	.043	1
9th Gr. Volleyball (W)	.038	1
Head Bowling (M & W)	.065	1
Head Basketball (W)	.093	1
Head Volleyball (W)	.075	1
Head Softball (W)	.079	1
Head Track (W)	.084	1
Head Tennis (W)	.054	1
Head Golf (W)	.051	1
Head Cross Country (W)	.068	1
Asst. Basketball (W)	.070	2
Asst. Volleyball (W)	.061	2
Asst. Softball (W)	.061	2
JV Track (W)	.063	1
*Band (over 500)	.097	1
*Band (under 500)	.082	1
*Chorus	.063	1
*Yearbook	.075	1
*Drama	.071	1
*Newspaper	.056	1
*Pep Club	.032	1
*Cheerleader	.058	1
*Forensics/Speech Club	.057	1
*Drill Team	.047	1
*Student Council	.036	1
*Human Relations	.030	1

*Varsity Quiz	.043	1
*Songleader	.043	1
*Athletic Director	.104	1

*Does not qualify for years of experience.

A. The formula agreed upon to determine the amount of the stipend shall be based on the teacher's base contract salary as follows:

Step	Teaching Experience	Percent of Base Teacher Contract Salary
1	1 - 3	.0039
2	4 - 6	.0078
3	7 - 9	.0117
4	10 - 12	.0156
5	13 OR OVER	.0195

B. That initial placement for all teachers who coached during the 1985-86 school year shall be based on years of teaching experience as determined by the District/Association's approved seniority list.

38-1-2 Junior High School -- Extended Day Pay

POSITION	Index, Class A, Step 1, Base Salary	No. of Positions For Each School
9th Gr. Basketball (M)	.042	1
7/8th Gr. Basketball (M)	.042	1
9th Gr. Softball (M)	.039	1
7/8th Gr. Softball (M)	.039	1
9th Gr. Tennis (M & W)	.027	1
7/8th Gr. Tennis (M & W)	.027	1
9th Gr. Swimming (M & W)	.025	1
7/8th Gr. Swimming (M & W)	.025	1
9th Gr. Track (M)	.027	1
7/8th Gr. Track (M)	.033	1
9th Gr. Basketball (W)	.042	1
7/8th Gr. Basketball (W)	.042	1
9th Gr. Volleyball (W)	.038	1
7/8th Gr. Volleyball (W)	.038	1
9th Gr. Track (W)	.027	1
7/8th Gr. Track (W)	.033	1
9th Gr. Softball (W)	.039	1
7/8th Gr. Softball (W)	.039	1
Band	.063	1
Chorus	.042	1
Newspaper	.038	1
Human Relations	.028	1
Forensics	.028	1
Yearbook	.028	1

38-1-3 Payment for Directing Intramural Programs

A. Determination of Intramural Allotment to Schools:

The amount of funds available to secondary schools for extended day pay to direct intramural programs shall be based on projected student enrollment at the rate of \$.92 per student. Senior high school allotments will be based on the projected October 1 enrollments. No secondary school shall receive less than \$495.

B. Determination of Payment to Individual Teachers:

Extended day pay for directing intramural activities will be based on the number of days per week an activity is supervised throughout the school year according to the following guideline:

Number of Days Per Week Directing Activity	Number of Weeks	Total Pay 1987-89
1	36	\$ 275
2	36	549
3	36	825
4	36	1099
5	36	1374

38-2 EXTRA PAY FOR CERTIFICATED PERSONNEL IN SPECIAL CATEGORIES

38-2-1 Secondary Counselors

Each fulltime counselor shall be assigned seven and one-half (7 1/2) additional days of service at the employee's daily rate of pay. PERS/SIIS contributions shall be made for these days from the negotiated salary package as required by law.

38-2-2 Librarians

A. Librarians shall be assigned additional days of service, to be paid at the employee's daily rate of pay according to the following formula:

<u>Projected Enrollment</u>	<u>Additional Days Allotted</u>
Under 500	3 1/2
500 - 999	7
1000 - 1499	10 1/2
1500 and over	14

The additional days may be broken down into additional hours upon agreement between the librarian and the principal according to the following schedule:

3-1/2 days or 24.5 hours at hourly rate;
7 days or 49 hours at hourly rate;
10-1/2 days or 73.5 hours at hourly rate;
14 days or 98 hours at hourly rate.

B. PERS and SIIS contributions as required by law shall be made for these days.

38-2-3 Vocational Teachers

Teachers who are fulltime teachers of vocational subjects and who hold vocational certification and meet the following requirements in the area taught shall receive \$682 in addition to their basic contract salary: a trade and technical work experience background which includes three (3) years continuous paid experience at the journeyman level, in addition to three (3) to five (5) years at the apprentice learning level. This provision applies only to vocational teachers employed prior to the 1977-78 school year.

38-2-4 Teachers Requiring Special Certification

(Psychologists, Speech Therapists, Social Workers, Special Education Teachers, Nurses)

Teachers assigned to these specialist areas who hold proper certification shall receive \$220 in addition to their base contract salary. This provision shall apply only to teachers employed prior to the 1977-78 school year.

38-2-5 Teachers Assigned to Remote Areas

Teachers assigned to remote or isolated areas shall receive an incentive allotment in addition to their basic contract salary. Following are the rates:

	1987-89
Blue Diamond	\$920
Indian Springs	920
Goodsprings	920
Searchlight	920
Spring Mountain	920
Moapa Valley	920
Virgin Valley	920
Sandy Valley	920
Laughlin	920
Mt. Charleston	920

38-2-6 Responsible Teachers

A small school with a staff of one (1) to four (4) teachers shall have one (1) teacher designated as the responsible teacher. Responsible teachers shall receive additional pay according to the following formula added to their base contract salary:

Number of Teachers	Additional Pay as a Fraction of Teacher's Contract Salary
1	1/25
2	1/20
3	1/15
4	1/10

38-2-7 Coordinating Teachers with Supervisory Responsibility

All coordinating teachers with supervisory responsibility will receive \$1,360 to be added to their base contract salary. This includes:

Homebound Teacher
 ESL Bilingual Program Teacher
 Aurally Handicapped Teacher

38-2-8 School Bankers

Teachers assigned as school bankers to provide banking and accounting services of athletic contests at senior high schools shall be compensated at the rate of \$6.60 per hour. The maximum number of assigned hours per contest shall be based on student enrollment as indicated below:

1200 or more	4 hours
1199 - 600	3 hours
599 and below	2 hours

38-3 EXTRA PAY RATE FOR INSTRUCTIONAL SERVICES

<u>Activity</u>	<u>Amount</u>
A. Continuing Education Instruction	\$20.00
B. In-service Training Instruction	20.00
C. Summer School	20.00
D. Other Approved Instructional Services	
1. Homebound Extended Day Teachers	20.00
2. Strings Program Instructors	20.00
3. Itinerant Teachers	20.00
4. Tutor - Ruth Fye Tutorial Center	20.00
5. Committees, Task Forces, P.D.E. Instructors	20.00
6. Approved Instructional Services Not Listed	20.00
E. Extra Duty Teaching Assignments	
1. Early Bird)	Teacher's Contract hourly rate of pay
2. Opportunity School Instruction)	
3. Sunset High School Instruction)	
4. Juvenile Court School Programs)	

38-4 EXTRA PAY FOR TICKET TAKERS AND SELLERS

38-4-1 Varsity Athletic Contests \$6.00 per hour

ARTICLE 39

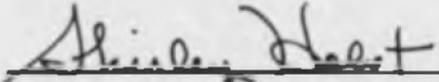
TERM OF AGREEMENT

39-1 This Agreement, when ratified by both parties, shall become effective at the beginning of the 1987-88 contracted school year and shall remain in effect until the beginning of the 1989-90 contracted school year except the reopener articles noted shall continue from year to year, and shall continue from year to year thereafter, unless either of the parties shall give written notice to the other for school year 1989-90 in accordance with the provisions of NRS 288 of a desire to change, amend or modify the Agreement.

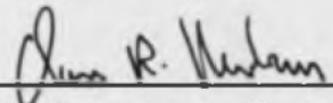
39-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 27th day of August, 1987.

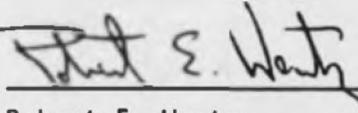
BOARD OF SCHOOL TRUSTEES
FOR CLARK COUNTY



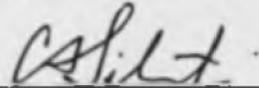
Shirley Holst, President



Dan R. Newburn, Clerk

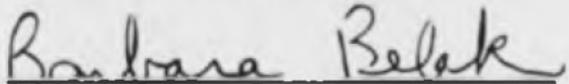


Robert E. Wentz
Superintendent of Schools



C. A. Silvestri
Chairman, Negotiations Committee

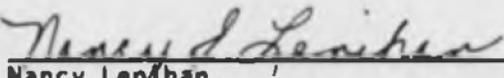
CLARK COUNTY CLASSROOM
TEACHERS ASSOCIATION



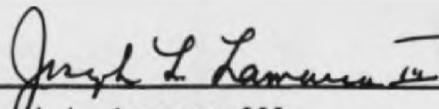
Barbara Belak, President



Mary B. Kieser, Vice President



Nancy Lenth,
Chairperson, Negotiations Committee



Joseph L. Lamarca III
Executive Director