

PROFESSIONAL NEGOTIATION AGREEMENT
BETWEEN
MINERAL COUNTY SCHOOL DISTRICT
AND THE
MINERAL COUNTY SCHOOL ADMINISTRATORS

2016-2017 SCHOOL YEARS

MINERAL COUNTY SCHOOL ADMINISTRATORS

CONTRACT

PREAMBLE

WHEREAS, the Mineral County Board of School Trustees and the Mineral County School Administrators, the parties to this procedure, recognize and declare that providing quality 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 administration staff, and

WHEREAS, the members of the administration profession are interested in and qualified to recommend and assisting formulating policies and programs designed to improve educational standards, and

WHEREAS, the Trustees and the administration staff recognize a common responsibility to work together in cooperation in order to achieve high quality education and to cooperate in their common aims and their employer-administrator relationships, 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 with respect to wages, hours and conditions of employment, and

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

NOW, THEREFORE, the said parties have as a result of joint discussions agreed upon the following terms concerning the conditions of employment for all members of the Mineral County School Administrators.

ARTICLE 1

DEFINITIONS

1.1

The term "**NRS 288**," as used in this Agreement, shall refer to Chapter 288 of Nevada Revised Statutes and hereafter known as Chapter 288 NRS (Local Government Employee-Management Relations Act).

1.2

The term "**administrators**," as used in this Agreement, shall refer to all administrative employees who hold administrative positions requiring educational certification and state licensure as set forth below with the exception of such administrators who are excluded by NRS 288.

Positions covered by this Agreement:

- Hawthorne Junior High/Mineral County High School Principal
- Hawthorne Elementary School Principal
- Schurz Elementary School Principal

1.3

The term "**school board**," as used in this Agreement, shall mean the Board of School Trustees of the Mineral County School District and is the entity known as the Local Government Employer in NRS 288.060.

1.4

The term "**school district**," as used in this Agreement, shall mean the Mineral County School District.

1.5

The term "**superintendent**," as used in this Agreement, shall mean the superintendent of schools of the Mineral County School District or the designated representative.

1.6

The term "**personnel officer**," as used in this Agreement, shall mean the School District's director of personnel, or the superintendent's designee.

1.7

The term "**Board**" means the Local Government Employee-Management Relations Board, as provided by NRS 288.030.

1.8

The term "**Agreement**" refers to the name of this document, being the Professional Negotiations Agreement between the Mineral County School District and the Mineral County School Administrators.

1.9

The term "**school year**" shall be defined as stated in NRS 388.08. The contracted public school year shall commence on the first day of July and shall end on the last day of June.

1.10

The term "**contracted school year**," as used in this Agreement, means days between July 1st and June 30th of any given year, which are designated as work days on an administrator's approved work calendar.

1.11

The term "**Day**" as used in this Agreement shall mean working school days.

1.12

For the purpose of this Agreement, a "**Work Day**" is defined as any calendar day that the District offices are open.

1.13

A "**grievance**" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of this agreement or an existing school board rule, policy or practice, or that there exists a condition which jeopardizes an employee's health or safety.

1.14

A "**grievant**" shall mean an administrator or a group of administrators filing a grievance.

1.15

A "**party of interest**" is the person or persons making the claim and any persons or person who might be required to take action or against whom action might be taken in order to resolve the problem, as defined in 1-12.

1.16

The term "**consultant**" as used in this Agreement shall mean any person requested by either the administrator(s) or the school board to provide assistance in the process of negotiations.

ARTICLE 2 – RECOGNITION

2.1

The Trustees recognize the Mineral County School Administrators representative of all administrators employed by the Mineral County Board of School Trustees, with the exception of such employees as are excluded by NRS 288. After initial hire, it is understood and expressly agreed that neither the district nor its agents will negotiate with individual administrators regarding wages, hours, and other conditions of employment as outlined in NRS 288.033 and NRS 288.150. That privilege is expressly granted to the Mineral County School Administrators Team.

2.2

The Mineral County School Administrators Team shall consist of those administrators listed below:

Positions covered by this Agreement:

Hawthorne Jr. High/Mineral County High School Principal

Hawthorne Elementary School Principal

Schurz Elementary School Principal

2.3

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

2.4

It is understood that the contract will apply equally to all administrative personnel within the district without regard to membership or participation in any other administrative employee organization.

ARTICLE III - NEGOTIATIONS

Provided that nothing in this Agreement shall be construed to preclude the personal appearance of any administrator on his or her own behalf before the school board when it is meeting in formal session, it is agreed that all proposals that may arise under this Agreement shall be negotiated as follows:

3-1

Negotiating teams as appointed by the School Board and the Administrators shall meet to conduct negotiations over negotiable items as submitted.

3-2

Any requests for meetings shall be exchanged between lead negotiators of the respective teams. Such requests shall be made in writing and contain specific reason(s) for the meeting. Following any request, the negotiating teams will meet within ten days at a mutually agreed time and place unless otherwise stipulated and agreed upon by the respective teams.

3-3

When the subject of negotiation requires the budgeting of money by the School Board, the Administrators shall give notice requesting negotiations as early in the year as possible.

3-4

The negotiating teams will make a good faith effort to resolve matters to their mutual satisfaction and agreements. It is recognized that either team may, if it so desires, utilize the services of outside consultants.

3-5

The School Board and the Administrators agree to provide any information related to mandatory subjects of bargaining that will assist in developing constructive proposals in behalf of teachers, students, and the school system.

3-6

For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.

3-7

It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated and initialed by both parties when an agreement is reached.

3-8

During negotiations, releases to news media shall be made only as jointly agreed upon by the negotiating teams.

3-9

In years the School Board and the Administrators mutually agree not to enter into negotiations, past practices will be followed in that the Administrators will receive the same salary, insurance, and benefits negotiated between the Mineral County Board of School Trustees and the Mineral County Classroom Teachers Association.

ARTICLE 4 - FORMAL CONSULTATION

4-1

In order to meet the desires of both parties to maximize communication and minimize situations where grievances and other dissatisfactions occur this Article is adopted.

4-2

Items appropriate for formal consultation shall include but not be limited to:

- a. Working conditions of any unit employee,
- b. Number of administrators and/or a change in their assignments,
- c. Change in program offerings, and
- d. Any other items of concern to teachers and/or administrators.

4-3

Holding of consultative sessions.

- a. Holding of sessions at the District-Association level:
 1. Upon request, sessions will be held between the Administrators and the Superintendent at a mutually agreed time.

2. The agenda items will be furnished to the other party in writing. Summary notes will be prepared and cleared by both parties relative to items discussed and the parties' positions. A copy of the notes will be furnished to the Administrators.

ARTICLE 5 - GRIEVANCE PROCEDURE

5-1

A grievance is a disagreement between an individual Administrator, or the Administrators, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.

5-2

For the purpose of this Article, a "school day" is defined as any calendar day that the school offices are open for business.

5-3

Timelines can be extended at any step, by written mutual agreement. Failure of the District to observe the time limits shall entitle the Administrator to advance the grievance to the next step. Conversely, failure on the part of the Administrator to comply with the time limits negates the right to continue with this procedure.

5-4

Grievance Steps

Nothing contained herein will be construed as limiting the right of any Administrator having a problem or complaint to discuss the matter informally at the lowest possible administrative level and having the problem or complaint adjusted.

If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for an administrator and the immediately involved supervisor to resolve problems through free and informal communications. Accordingly, any grievance may first be discussed with the aggrieved party's supervisor, with the objective of resolving the matter informally.

STEP 1- Superintendent of Schools

Within fifteen (15) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance must be presented to the aggrieved party's supervisor, the Superintendent. The superintendent must answer the grievance, in writing, within seven (7) school days.

If the superintendent determines that he has no authority in resolving the grievance, he may by written notice to the grievant refer it to the next formal step of the grievance procedure.

STEP 2 – School Board

If the aggrieved person is unsatisfied with the decision rendered by the Superintendent, he shall file his appeal with the School Board within seven (7) days following the receipt of the completion of mediation. The Board will hear the grievance at the next subsequent regular meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances the board may schedule a special meeting in compliance with the posting requirement of the Nevada Revised Statutes. The decision of the Board will be furnished to the grievant in writing within seven (7) days of the Board's meeting.

STEP 3 – Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the aggrieved party must present the grievance to binding arbitration within seven (7) school days after the School Board responds.

The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of Expedited Labor Arbitration.

The Expedited Labor Arbitration format will be used at this level.

The Arbitrator will consider the grievance and render a decision that will be final and binding upon the parties.

5-5

Arbitration Costs

The costs of all arbitration shall be borne as follows:

- a. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparations of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
 - b. The arbitrator's fees and expenses and the cost of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property, by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.
 - c. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. The individual parties will be responsible for copies of transcripts.
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5-6

Rights to Representation

1. An administrator 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 no later than the day prior to the actual meeting, except when circumstances may require a prompt investigatory interview. Any and all notices of the supervisor's desire to hold a conference with an administrator shall include the subject of the conference. The notice must be provided verbally, physically handed to the administrator, forwarded by certified or registered mail or, at the request of the administrator, faxed or e-mailed.
2. At least one Administrator will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article.
3. When it is necessary for the Administrators to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon request to the immediate supervisor, the grievant and one (1) Administrator representative will be released from normal duties, without loss of pay, in order to do so.
4. An administrator has the right to representation during the course of an interview if the supervising administrator takes any steps beyond merely informing the administrator of a disciplinary action.
5. All investigatory interviews must begin within the administrator's work day.

5-7

No Reprisals

No reprisal of any kind will be taken by the School Trustees or the Superintendent against any person because of participation in this grievance procedure.

5-8

Cooperation of the Employer and Association

The District and the Administrators will cooperate with each other in their investigation of any grievance, and will furnish each other such relevant information as is requested for the processing of any grievance.

5-9

Personnel Files

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

ARTICLE 6

PERSONNEL FILES

6.1

A copy of each written document concerning an administrator which the District places in the administrator's permanent personnel file shall be provided to that administrator. The administrator must sign the personnel file copy of the document as acknowledgement of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document.

6.2

An administrator may prepare a written response, which will become a part of the administrator's personnel file and will remain a part of said file as long as the document responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked, the administrator will note under his or her signature on the document at the time the response is delivered that a response has been made, and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's document. If an administrator desires to make a written response to any document by the supervisor, the administrator's response must be made within fifteen (15) work days. Upon written request of the administrator, a waiver of the time limits by the supervisor, not to exceed (10) work days, may be granted. When a copy of the supervisor's written document is forwarded to any other location, a copy of the administrator's written response must be attached.

6.3

Access to personnel files of administrators shall be on a need-to-know basis only. Permanent files of administrators shall be kept in the personnel department and are strictly confidential. Review of such files shall be limited to the Superintendent/Designee, and authorized clerical personnel. Such reviews shall be noted by the date and signature of reviewer.

6.4

Only evaluations, documents identified as steps in progressive discipline, and responses to the evaluation and progressive discipline documents are to be placed in the administrator's official personnel files. Upon the request of the administrator and the approval of the School District, documents of commendation may also be included in the administrator's official personnel files. It is understood that pre-employment information, individual contracts, communication from the personnel office related to placements, and information related to the administrative selection process is also kept in the administrator's official personnel file. Settlement agreements, grievances, grievance decisions, and arbitration records will be placed in a separate file apart from the administrator's working or official personnel file. Medical records, as associated with the MCSD Drug Policy, shall not be placed in the administrator's official personnel files, unless connected to disciplinary action.

ARTICLE 7

LEAVE OF ABSENCE

All leave granted will be in units of full days or half days. Application for leave of absence under these provisions should be submitted as far in advance as possible to the superintendent for clearance. All benefits to which an administrator was entitled at the time the leave of absence commenced will continue to him upon his return.

SICK LEAVE

7.1

SICK LEAVE—May be taken in hourly increments.

7.1.1

At the beginning of each school year, each administrator will be credited with sixteen (16) days of sick leave for those whose contract is written for one school year and each year thereafter until a total of one hundred eighty (180) days maximum is reached. Once the one hundred eighty (180) days maximum is reached, those days shall be banked. Thereafter, each administrator shall have the ability to accrue the maximum of sixteen (16) days of sick leave per year to a maximum of an additional one hundred eighty (180) days. If an administrator should terminate his or her contract before the full term is completed and should have used all sixteen (16) days of sick leave allotted, that portion of sick leave shall be deducted from the final salary at the rate of 1/210 of total salary for each day not earned.

Sick leave for administrators whose contracts are not written for one full year shall be prorated on the basis of sixteen (16) days per school year at the beginning of the contract period of each school month of such period. Deductions shall be made as above should a total accrual of sick leave used not equal the amount earned, but shall be made on the basis of the total number of days employed in the event of termination before the expiration of the contract period.

7.1.2

Sick leave shall be allowed for:

Medical appointments for administrator and/or immediate family members. For the purpose of this article, immediate family includes parents, children and spouse of the administrator, and parents and children of the spouse, and other living in the same household. Administrators will attempt to schedule appointments outside the school day if possible. If appointments must be made during the school day, efforts will be made to schedule them around school/district activities.

Personal illness, temporary disability or accident to administrator or immediate family.

Diagnostic tests which cannot be scheduled during vacation periods without being detrimental to the health or safety of the administrator.

Pregnancy and related medical problems. Determination of commencement and termination of the leave shall be made by the administrator and her physician.

Death in the immediate family of the employee. Specifically; mother, father, sister, brother, son, daughter, husband, wife, grandparents, or grandchild.

Other deaths or serious illness with the approval of the superintendent.

7.1.3

Full-time employees shall be members of the sick leave plan. Employees working more than half-time but less than full-time, shall be granted a percentage of sick leave days equal to the percentage of days worked, rounded to the nearest 1/4 day.

7.1.4

Administrative employees who have been granted a leave of absence for one year or less will be given credit for accumulated sick leave at time of reinstatement of duty.

7.1.5

A doctor's statement may be requested at the discretion of the superintendent.

7.1.6

Effective July 1, 1979, a certified employee of the Mineral County School District, shall, if he/she dies while under contract with the Mineral County School District, receive payment for Accumulated sick leave at the rate of 50% of the employee's salary. Said benefit will be paid to the estate of the deceased.

7.1.7

Effective 2016-17 school year, an administrative employee shall be reimbursed upon resignation from MCSD, after six (6) years of service in the district for unused sick leave at the rate of 18% of the daily rate of pay and a maximum of \$3,700.00 per recipient with the following conditions:

1. Any remaining money for a given year will be added to next year's money. Said fund shall be established as a Trust and Agency account, which will maintain a maximum yearly balance of \$22,750.00
 2. All payments will be made on **July 25th** of a given year for those employees retiring during the prior school year.
 3. If re-employed for the following year by the district, sick leave payment is to be repaid to the fund plus interest at the current rate. If repaid, sick leave accumulation will be restored at level of time of retirement.
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7.2

PROFESSIONAL LEAVE

7.2.1

Administrative employees other than those authorized to represent the school system may be allowed to attend recognized educational meetings and conferences and without allowances for expenses, providing they are an official representative or an officer of the association, local, state or national.

7.2.2

Application will be made to the superintendent for approval. Fifteen (15) days advance notice of the conference will be given except in an emergency. The superintendent shall respond to the request within five (5) days.

7.2.3

Administrators who have completed six or more continuous years of service may be granted leave of up to one year without pay or increment for professional study, travel or research. The request for leave must be presented to the board by **March 1**.

7.2.4

The request shall be accompanied by specific written details or the direction of the professional study, the travel to be taken, or the research project involved. Written acceptance by the Board will specify the conditions to be met.

7.2.5

Should the leave be granted, the returning administrator will be assigned to the same position or to a similar position for which he or she is qualified, provided all conditions of the leave were met. Prior to **April 1**, of the next contract year the administrator shall submit verification that the conditions have been met or will be by **June 1**. Should it be determined terms were not met after being assured and verified that the employee did meet them, the employee will be subject to immediate dismissal. All financial benefits related to leaving the district would be forfeited.

7.3

TEMPORARY LEAVE

7.3.1

Five (5) days of personal leave shall be given to certificated administrators. The request must be approved by the superintendent. Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, or Spring Break.

Request must be made to the superintendent 48 hours before the leave commences if possible.

The superintendent shall respond in writing to the request within 24 hours or sooner.

At the end of each school year the administrators shall have the option of carrying over to the

next school year a maximum of three days of unused personal leave for a maximum availability of eight (8) days during any given school year or to be reimbursed for a maximum of three (3) days at 33% of the administrators regular daily rate of pay. Any leave not used and carried over to the next school year will not be reimbursed to a terminating employee who resigns after **June 15th**. All payments for personal leave as addressed in this article will be paid with the normal payroll on **June 25th**

Certificated administrators with the following continuous service as a licensed certified full-time employee in the district shall be granted:

- At the beginning of 10 years 6 personal days maximum 3 carry over days
- At the beginning of 15 years 7 personal days maximum 4 carry over days
- At the beginning of 20 years 8 personal days maximum 5 carry over days
- At the beginning of 25 years 9 personal days maximum 6 carry over days
- At the beginning of 30 years 10 personal days maximum 7 carry over days

7.3.2

Certificated administrators shall be granted two (2) days personal business leave per contract year. Such leave shall be limited to use for the following purposes:

- A. Legal transactions
- B. Advanced educational consultation, examination, or graduation

Business leave shall not be deducted from any other leave provisions in this contract and the request for leave must be approved by the superintendent.

Verification of the purpose may be requested by the superintendent.

Request must be made to the superintendent 48 hours before the leave commences.

Such absence shall not be granted during the first or last five days of the school year. Additional day's absence may be requested under the reasons listed above, if, upon petition permission is granted by the superintendent. Additional days granted shall be considered leave without pay.

7.4

COMP TIME

Administrators will accrue comp time on an hour for hour basis for any time worked outside of regular contracted days to ensure site needs or upon the request of the superintendent (i.e. trainings, hiring, state mandated meeting, etc.). Comp time will be tracked on a leave slip and submitted to the Superintendent. In the event an administrator resigns any accrued comp time will not be compensated by the district. Comp time will be documented on a leave slip and attached to the timesheet for the time period worked for tracking purposes.

CONTRACT TIME

8.1

The building administrators at Hawthorne Jr. High/Mineral County High School and at Hawthorne Elementary School will be placed on a 210 day contract. The HJH/MCHS and HES principals may take Fridays off during the year while their schools are on 4-Day School Week, but they will have to work the days taken off at the end of their contract to ensure they work a total of 210 days. The start date for the 2017-2018 school year will be Tuesday, August 1, 2017.

8.2

The building administrator at Schurz Elementary School will be placed on a 200 day contract.

8.3

Administrators will start on the new salary schedule at the step they are currently occupying for the 2016-2017 school year. There will be no retroactive compensation on experience granted.

EXTRA DUTY PAY SCHEDULE

HJH/MCHS Principal will receive an additional responsibility index of 6% of the base pay (\$60,376.42) for a total of \$3,622.59. (August 11, 2016)

GROUP INSURANCE

Both parties agree that the insurance and PERS will be the same as in the Certified Negotiated Agreement (August 11, 2016)

TERMS OF AGREEMENT

This agreement shall be in effect from August 1, 2016-June 30, 2017, and will continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2017-2018, or succeeding years, in accordance with the provisions of N.R.S. or a desire to change, amend or modify the agreement.

This agreement is not binding upon either party until ratified by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this

16th Day, of the Month of March 2017 _____.

BOARD OF TRUSTEES

MINERAL COUNTY SCHOOL ADMINISTRATORS

Kristi Howell

Board of Trustees President

Sheyl L. Jamson

Board of Trustees Clerk

Stephanie Kurbey

Lead Negotiator

Michael Bonney

Admin Negotiator Member

J.M. L.

Admin Negotiator Member

Mineral County School District Principal Salary Schedule 2016-2017
Updated August 10, 2016

APPROVED BY BOARD on March 16, 2017

14-15 Base Increase: \$59,192.57
14-15 Reference Base Pay: 2.00%
New Base Pay for 2016-17: \$60,376.42

\$1,811.29

Increment

Using Same Daily Rate

200 Day Principal Contract						
Step	MA	Daily Rate	MA+16	Daily Rate	MA+32	Daily Rate
1	72,451.71	362	74,176.75	371	75,901.79	380
2	74,176.75	371	75,901.79	380	77,626.83	388
3	75,901.79	380	77,626.83	388	79,351.87	397
4	77,626.83	388	79,351.87	397	81,076.91	405
5	79,351.87	397	81,076.91	405	82,801.95	414
6	81,076.91	405	82,801.95	414	84,526.99	423
7	82,801.95	414	84,526.99	423	86,252.03	431
8	84,526.99	423	86,252.03	431	87,977.07	440
9	86,252.03	431	87,977.07	440	89,702.11	449
10	87,977.07	440	89,702.11	449	91,427.15	457
11		0	91,427.15	457	93,152.19	466
12		0	93,152.19	466	94,877.23	474
13		0	94,877.23	474	96,602.27	483
14		0		0	98,327.31	492
15		0		0	100,052.36	500

210 Day Principal Contract						
Step	MA	Daily Rate	MA+16	Daily Rate	MA+32	Daily Rate
1	76,074.29	362	77,885.58	371	79,696.88	380
2	77,885.58	371	79,696.88	380	81,508.17	388
3	79,696.88	380	81,508.17	388	83,319.46	397
4	81,508.17	388	83,319.46	397	85,130.75	405
5	83,319.46	397	85,130.75	405	86,942.05	414
6	85,130.75	405	86,942.05	414	88,753.34	423
7	86,942.05	414	88,753.34	423	90,564.63	431
8	88,753.34	423	90,564.63	431	92,375.92	440
9	90,564.63	431	92,375.92	440	94,187.22	449
10	92,375.92	440	94,187.22	449	95,998.51	457
11			95,998.51	457	97,809.80	466
12			97,809.80	466	99,621.10	474
13			99,621.10	474	101,432.39	483
14					103,243.68	492
15					105,054.97	500

