

AGREEMENT

BETWEEN

LINCOLN COUNTY SCHOOL DISTRICT

AND

LINCOLN COUNTY EDUCATION ASSOCIATION

FOR

2023 - 2027

(Revised July 2025)

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**ARTICLE 1
RECOGNITION**

- 1-1 The District recognizes the Association as the exclusive representative of all licensed personnel employed by the District, excluding the Superintendent, Principals, all other administrative personnel, Nurses, Teachers' Aides, and Substitute Teachers.

**ARTICLE 2
DEFINITIONS**

- 2-1 AGREEMENT AND MASTER CONTRACT shall refer to the name of this document.
- 2-2 ASSOCIATION shall mean the Lincoln County Education Association and is the entity known as the Employee Organization as defined in N.R.S. 288.040.
- 2-3 CONSULTANT shall mean any person requested by the association or the school trustees to assist in the negotiation process.
- 2-4 CONTRACT with students DAY shall mean the teacher employment days (calculated at 8.75 hours/day, Monday, Tuesday, Wednesday, and Thursday).
- 2-5 CONTRACTED SCHOOL YEAR shall mean the period between the first contracted day in the fall to the last contracted day in the spring to include 147 days totaling 1281 total contract hours in a contracted school year.
- 2-6 EMRB shall mean the Local Government Employee-Management Relations Board, as defined in N.R.S. 28.030.
- 2-7 GRIEVANCE is a disagreement between an individual, or the Association, and the employer concerning the interpretation, application, or enforcement of the terms of this agreement.
- 2-8 IMMEDIATE FAMILY shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, step-children, half-brother, half-sister, grandchildren, grandparents of employee or spouse, or any relative living in the immediate household of the employee.
- 2-9 IN-HOUSE EMPLOYEE shall mean one who is a current employee of the District and is employed in the same bargaining unit as the advertised job.
- 2-10 NEGOTIATIONS LAW shall refer to Chapter 288 of the Nevada Revised Statutes enacted by the 1969 legislature and as amended, commonly known as the Local Employee Management Relations Act.
- 2-11 REASSIGNMENT For Articles 6-10, a reassignment is the movement of a teacher from one subject area or one grade level to another subject area or grade level at the same work site.
- 2-12 SCHOOL DISTRICT shall mean the Lincoln County School District.
- 2-13 SCHOOL TRUSTEES shall mean the Board of School Trustees of the Lincoln County School District and is the entity known as the Local Government Employer N.R.S. 288.060.

- 2-14 SUPERINTENDENT shall mean the Superintendent of Schools of the Lincoln County School District or his designated representative.
- 2-15 TEACHER/EMPLOYEE shall refer to all contractual, non-administrative, certified personnel eligible for Lincoln County Education Association membership, including counselors and psychologists.
- 2-16 TRANSFER for Articles 6-9: a transfer is the movement of a teacher from one work location to another work location at a different work site.
- 2-17 WHEN POSSIBLE shall mean an emergency brought on by an employee.

**ARTICLE 3
GRIEVANCE PROCEDURES**

- 3-1 A grievance is a disagreement between an individual, or the Association, and the employer concerning the interpretation, application, or enforcement of the terms of this agreement.
- 3-2 For this article, a “school day” is defined as a Monday, Tuesday, Wednesday, or Thursday.
- 3-3 If a grievance exists, the following steps shall be taken to resolve it:

The parties acknowledge that it is usually most desirable for a teacher and the immediately involved supervisor to resolve problems through accessible and informal communication. Accordingly, any grievance may first be discussed with the aggrieved party’s Principal to resolve the matter informally.

Step 1 Informal

If a teacher requests an informal discussion with the principal of the school or the appropriate District director, if the assignment is not school-based, concerning the subject matter of a potential grievance, such informal discussions will be held within eight (8) school days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion does not occur within the eight (8) school day time limit, a grievance may be processed to Step 2 as set forth below.

Step 2 School Principal

Within twelve (12) school days after the occurrence or of knowledge of the act or condition which is the basis of the complaint or five (5) school days after the informal discussion, the written grievance may be presented to the aggrieved party’s Principal. If the aggrieved requests a formal meeting, that meeting will be held within five (5) school days of the request.

The Principal will answer the grievance in writing within five (5) school days after receipt of the grievance or the formal meeting.

Step 3 Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at step 2, the party may file a written grievance with the Superintendent within five (5) school days.

The Superintendent or his designee will meet with the aggrieved party, his Principal, immediate appropriate supervisor, or both to resolve the grievance. Such a meeting will occur within five (5) school days after receipt of the grievance by the Superintendent. Within five (5) school days after this meeting, the Superintendent shall render his decision to the aggrieved party in writing.

Step 4 Grievance Mediation

Suppose the aggrieved party is not satisfied with the disposition of the grievance in Step 3. In that case, the aggrieved party may present the grievance to Mediation within five (5) school days after receiving the Superintendent's response in Step 3.

Procedure for Grievance Mediation

1. The Superintendent must respond to a Grievance request for Mediation within five (5) school days.
2. The Mediator will be obtained from the Federal Mediation and Conciliation Service.
3. Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service.
4. The Mediator shall confer with the Superintendent or his Designee and the Organization and hold a hearing within thirty (30) calendar days.
5. If no solution is reached to the satisfaction of both parties, the Grievance and all information in Steps 2 and 3 shall be moved to Step 5.

Step 5 Binding Arbitration

Suppose the aggrieved party is not satisfied with the disposition of the grievance in Step 4. In that case, the aggrieved party may present the grievance to binding arbitration within five (5) school days after the Mediator has responded.

The arbitrator will be selected in the same manner as outlined in Step 4.

If both parties agree, the Expedited/Streamlined Arbitration format will be used at this level.

The arbitrator will consider the grievance and render a decision which will be final and binding upon the parties.

3-4. **Arbitration Costs**

The costs of all arbitration shall be borne as follows:

- a. The party shall pay the expenses, wages, and other compensation of any witness called before the arbitrator. Additional costs incurred, such as professional services, consultations, preparation of briefs, and data to be presented to the arbitrator, shall be borne separately by the respective parties.

- b. Costs for binding arbitration will be paid by the parties as determined by the arbitrator. The respective parties will bear the costs involved in the preparation, including witnesses.

3-5 **Individual Rights**

Nothing contained in this article shall preclude an employee or the Association, with or without representation, from bringing a problem through the chain of command to the Trustees on an informal and oral basis.

3-6 **Rights to Representation**

- a. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance presented under this article.
- b. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the grievance will be processed at Step 2. The Association may process such grievances through all procedure levels, even though no individual aggrieved person wishes to do so. The Association may file administrative grievances above the building level at Step 2.
- c. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection with a formal grievance, upon request to the immediate supervisor, the grievant and one (1) Association representative will be released from regular duties, without loss of pay, to do so.

3-7. **No Reprisal**

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

3-8 **Cooperation of the Employer and Association**

The Trustees and the administration will cooperate with the Association in its investigation of any grievance, and both parties will furnish such relevant information as is requested to process any grievance.

3-9 **Exclusive Remedy**

The sole remedy available for any breach of this contract or an alleged violation of rights hereunder granted shall be under the forgoing grievance procedures before taking any other action. If the Association fails to comply with this section, the Employer may request arbitration as outlined in Step 4.

3-10 **Arbitrators Authority**

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement or any supplementary Agreement. The award of the Arbitrator shall be based exclusively on the evidence presented at the hearing.

3-11 **Timelines**

The time limits at any level of the grievance procedure may be adjusted by written mutual consent of the parties involved.

**ARTICLE 4
ASSOCIATION ACTIVITIES**

- 4-1 The school trustees at this moment agree that every certified employee of the school district shall have the right to freely join the association to support the cause of education and welfare of the teachers and shall not in any manner interfere or discourage nor allow any of its employees to interfere with such activity.
- 4-2 The school trustees will not discharge, dismiss, or discriminate against any teacher because of his association membership or participation in any grievance.
- 4-3 The association and other employee associations shall be allowed time for meetings after completing the first general session of all employees at the beginning of each school year.
- 4-4 The association agrees that all of its activities will be conducted to not interfere with teachers' regular duties and obligations. This will not be construed to prevent teachers from participating in the fact-finding process of the Local Government Employee-Management Relations Act. The association agrees to pay the cost of the substitute's pay of the teacher attending fact-finding. It will not be construed to stop a teacher from attending state association and Southwest Regional meetings, nor any other N.E.A., N.S.E.A., or U.C.N. meetings to which they are official delegates or representatives.
- 4-5 The association shall have the right to place reasonably, appropriately identified notices, circulars, and other materials on school faculty bulletin boards and in the teacher's mailboxes.
- 4-6 The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings scheduled with the school principals, provided that this shall not interfere with or interrupt normal school operations.
- 4-7 The association will not send notices home with students or discuss association business with students.
- 4-8 The association shall have the privilege of using school facilities and equipment, including computers, copy machines, other duplication equipment, and audiovisual equipment at reasonable times, providing this shall not interfere with regular school use and used for purposes other than political activity. Materials and labor shall be supplied at the association's expense.
- 4-9 Deduction of association dues shall be made on an average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.
- 4-10 The duly authorized representatives of the association and the organizations with which the association is affiliated, not employed by the Lincoln County School District, shall be permitted to discuss matters about association business only after the students' dismissal and with the school principal's approval.

4-11 Association Leave

Two-week notice will be given to a principal or supervisor for five (5) days annually, without loss of pay, to the Association President or their appointee to attend professional association meetings, conferences, Representative Assembly, conventions, or to visit other schools within the Lincoln County School District. The school board may grant ten (10) additional days with salary deductions limited to the substitute pay scale and reimbursed to the district by the local, state, or national association.

Association representatives attending the annual Nevada State Education Association Delegate Assembly shall be granted leave without loss of pay.

**ARTICLE 5
TRAVEL REQUESTS AND REIMBURSEMENT**

5-1 The school district shall reimburse any teacher for travel required for school business at the approved district rates as agreed upon by the Board of Trustees and the LCEA.

5-2 Teachers wishing to visit other schools or attend workshops at their own expense may do so provided:

- a. A letter stating the purpose and desired outcome of the visit is presented to their principal.
- b. Approval of the principal (in writing with a copy to the superintendent) is received by the teacher.

5-3 Teachers may visit other schools or special meetings and workshops with released time and/or travel expenses paid if:

- a. The superintendent requests teachers attend for a purpose deemed beneficial to the school district.
- b. The principal recommends in writing that teacher attendance will benefit his school and receive written affirmation from the superintendent.

5-4 In the event estimated expenses for the above exceed \$1000, approval of the Superintendent of Schools must be given before visitation.

**ARTICLE 6
EMPLOYMENT OF TEACHERS**

6-1 After the effective date of this agreement, new personnel hired as classroom teachers by the school trustees will be certificated appropriately according to the laws regulating their teaching field. The association recommends, and the Lincoln County Board of Trustees agree, that teachers hired in the future for positions (except persons enrolled in an authorized university program for student teachers) in the Lincoln County School District will hold at least a Bachelor's Degree and the special certificate in his field of teaching which is required by the Nevada State Department of Education, whenever possible.

6-2 Vacancies in the school district in existing or new permanent administrative or teaching positions during the school year shall be advertised at least two (2) weeks within the school district before

selecting a person to fill the vacancy. All vacancies, transfers, and/or promotions will be posted on the Lincoln County School District website until positions are filled. Applications from currently employed teachers will be accepted, and qualified teachers will be allowed to be interviewed for new positions before the school district considers new applicants.

- 6-3 It is agreed that principals should have the opportunity, whenever possible, to interview currently employed employees who may be under their jurisdiction to fill the particular teaching assignment.
- 6-4 The District “Letters of Intent” will be sent and made available to the employee by January 15 each year in 2 (two) formats, email and posted on the LCSD website. Teachers must return a letter of intent to the superintendent by March 1 of each school year indicating their commitment to returning to LCSD for the next school year. Notes not completed, signed, and returned by the deadline will indicate no intention to return, and the district will proceed to advertise the open position. The district is not obligated to accept late letters of intent. The employee then notifies the district that s/he will be separating, and the district will take no punitive, harmful, or adverse action against the employee.
- 6-5 Employees shall be given at least ten (10) days to examine their contract before it must be signed and returned to the superintendent.
- 6-6 No employee should be reprimanded publicly unless s/he asks for a public hearing.
- 6-7 The number of days that each post-probationary teacher is under the contract shall not exceed 147 days for the post-probationary employees (1281 total contract hours)

144 contract days with students @ 8.75 hours/day = 1260 hours

3 days before school starts @ 7 hours/day = 21 hours

1260 + 21 = 1281 total contract hours

With 72 hours of the 1260 hours to be used for Empower PD at each school.

*Adult Education Teacher works the above with the flexibility of working Fridays when needed, as in the job description.

*COB teacher includes all of the above plus 27 summer school days @ 8.75 hours/day = 174 contract days (see appendix A)

- 6-8 All work locations and teaching or classroom assignments will be specified on the individual contracts.
- 6-9 **Involuntary Transfer**
 - a. An involuntary transfer may be initiated due to a decline in enrollment, closing of a school, a change in allocation formulas, or curtailment of programs, courses, or services.
 - b. The District agrees to seek properly licensed volunteers for involuntary transfer before implementing such a transfer. In cases when no properly licensed employee volunteered for an involuntary transfer, involuntary transfers will be based on reverse seniority among employees with the same certification or endorsement.

- c. Employees who are involuntarily transferred shall be given 8 (eight) working days advance notice before the effective date of the transfer.
- d. For Article 6-9, a transfer is the movement of an employee from one work location to another at a different work site.

6-10 **Reassignment**

- a. For Articles 6-10, a reassignment is the movement of a teacher from one subject area or one grade level to another subject area or grade level at the same work site.
- b. A reassignment may be initiated due to a decline in enrollment, curtailment of programs, courses, or services, or with administration advisement and in the superintendent's agreement.
- c. A reassignment shall not be arbitrary, capricious, or punitive.
- d. Before notifying an employee that s/he is being considered for reassignment, the principal must review the reasons with the Superintendent and receive approval to proceed.
- e. The employee shall then be advised in writing that s/he is being considered for reassignment and the reasons for such consideration.
- f. When the employee requests a conference with the principal. In that case, a meeting will be held with the employee, their Association Representative, the principal, and the Superintendent within one (1) calendar week, and s/he will present why s/he disagrees with the reassignment.
- g. If, after the meeting and after considering why the employee disagrees with the reassignment is then approved by the Superintendent, the employee will receive a final written notice within one (1) calendar week, including the reasons for the action.
- h. An employee affected by a reassignment will be provided with a list of openings available at the school (if multiple openings are available) and asked to prioritize preferred placements. The Superintendent will ultimately decide which opening the employee will be placed in. The reasons will be provided if the employee still needs to receive one of their preferences.
- i. Except in an emergency, an employee may not be involuntarily reassigned after the school year begins.
- j. Reassigned licensed employees must hold the certification or endorsement for the reassignment.
- k. When possible, reassigned employees shall be given ten working days advance notice before the effective date of the reassignment.

ARTICLE 7 SUMMER AND EVENING SCHOOLS

- 7-1 Teaching positions for summer and night school and positions under federal programs should be publicized whenever possible. All employees who desire a position in summer school, night school, and positions under federal programs should apply with the superintendent within their teaching fields.
- 7-2 In filling positions, the school trustees will *approve* the best-qualified instructor based on the recommendation of the Superintendent.
- 7-3 Any teacher employed for additional full-time certified teaching positions beyond the regular 146 days at 8.75 hours per day shall be used at the rate of 2.1% of his base contract for each week of service required.
- 7-4 For part-time positions beyond the regular school day or school year, which are mutually agreed upon by the teachers and the school board, teachers will be paid \$21.00 per hour for teaching assignments or a contract amount for specific non-teaching tasks.

ARTICLE 8 LEAVES OF ABSENCE

- 8-1 Upon two weeks prior notification to the principal, five (5) days leave annually, without loss of pay, shall be granted to the association president or his appointee to attend professional association meetings, conferences, delegate assemblies, conventions, or to visit other schools within Lincoln County School District. The school board may grant ten (10) additional days without salary deductions limited to the substitute's pay scale and reimbursed to the district by the association.
- 8-2 Association representatives attending the annual Delegate Assembly shall be granted leave without loss of pay.

SICK LEAVE AND DISABILITY AND BENEFITS

- 8-3 Sick leave definition: An employee who cannot perform contract duties due to physical, mental, or emotional illness or disability.
- 8-4 Successive sick days. After four (4) successive sick days, if, in the professional judgment of the principal and the superintendent, reasonable cause exists, verification of an employee's illness or disability may be required (upon the employee's return to work), and the employee is expected to inform their principal regarding the expected duration of the absence.
- 8-5 Each full-time teacher shall be credited 105 hours of sick leave at the beginning of each school year. Each day of sick leave shall equal a full-time employee's regularly scheduled daily hours specified in Article 16-1 of this agreement. Unused sick leave shall accumulate without limit. Teachers who begin service later in the school year will be credited with a prorated number of days of sick leave for the balance of the school year based on one and one-half (1 ½) days of sick leave for each school month of service to be performed during that year. Teachers who leave the district before the end of the school year shall only be given their prorated share of sick leave based on one and one half (1 ½) days per month worked. Sick leave can be used in hourly increments.

- 8-6 A teacher unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such disease or disability to the end of the school year. This leave may be renewed each year by the school trustees upon written request of the teacher.
- 8-7 Leave with pay, within the limits of the sick leave policy, for an operation shall be allowed, provided the attending physician certifies that the procedure should not be postponed. Verification from the attending physician may be required.
- 8-8 Teachers shall be granted by the superintendent a minimum of one (1) day and not more than seven (7) consecutive days, with pay to be deducted from sick leave to attend the funeral of an immediate family member. The request for an extension of this leave shall be directed to the superintendent and approved by the board of trustees.
- 8-9 Teachers may be granted a leave of absence with pay to be deducted from sick leave, from 1 to 10 days, to any teacher unavoidably absent because of severe illness or serious accident within the immediate family. The principal and superintendent must approve the request for this leave.
- 8-10 Teachers leaving the district's employment shall be paid twenty-three (23%) of the employee's daily wage for each day of unused sick leave up to 250 days, providing they have fifteen (15) consecutive years of contracted employment in the Lincoln County School District.

Because of an IRS regulation called Constructive Receipts and to avoid violating IRS guidelines regarding exit paid benefits, the District cannot give employees the choice of cash payouts for payment for unused sick leave. The District must conduct an Exit Interview and establish a Special Pay Plan. The District employs Financial Educational Services to represent the District, conduct the Exit Interview, provide financial instruction, and establish a Special Pay Plan.

The Special Pay Plan provides an IRS-approved location for the unused sick leave payout and could include:

1. 403B Account –Once deposited, the money is then subject to the rules of a 403B.
2. Medical Trust Account or a Health Reimbursement Account –Once deposited, the money can be used for medical expenses.
3. If the unused sick leave payout is less than \$900, it can be taken as cash.
4. The district cannot give a choice. All the money must go into one or the other account.

VISITATION

- 8-11 Upon written request to the principal and with the superintendent's approval, teachers may be granted professional leave to visit other schools to observe methods of discipline, class organizations, methods of instruction, experimental programs, or other education-related

activities. No deduction from salary shall be made for approved visits of this type. (Refer to Article 5-3)

COMMUNITY SERVICE AND UNFORESEEN CIRCUMSTANCES

8-12 The superintendent may grant a Leave of absence not to exceed four (4) days in any school year upon written application in advance for participation in civic or community activities. Upon notification to the principal, a teacher may also give four (4) days for leave for unforeseen circumstances that cannot reasonably be foreseen under normal circumstances. If a teacher has leave in both areas under this section, his total leave shall not exceed four (4) days. Salary deduction shall be limited to the substitute's pay.

MILITARY LEAVE

8-13 Teachers who must serve under involuntary order in military programs shall have no loss of salary from the school district for participation in such programs for up to twelve (12) days per school year.

PROFESSIONAL LEAVE

8-14 With the approval of the principal, superintendent, and the school trustees, leave will be granted to attend professional meetings, conventions, conferences, and assemblies, with no deduction from salary if it is thought that such attendance will render an educational service of value to the Lincoln County School District. At the discretion of the school trustees, per diem and/or travel may be provided by the district. (Refer to Article 5-3)

PERSONAL LEAVE

8-15 At the beginning of each year, each employee will be credited with three (3) personal days (26.25) of leave at full pay. Unused personal days will accumulate up to six (6) days (52.50). Teachers who leave district employment before the end of the contract shall only receive their prorated share of personal leave based on the number of school months worked. (Three and one-third months worked = one day prorated)

8-16 Personal leave shall be granted to employees without limitation as to the purpose for the first two (2) days. Suppose employees are entitled to any accumulated personal days. In that case, an explanation must be made in writing to the superintendent as to the purpose and shall be granted at his discretion. Such leave shall not be unreasonably denied.

8-17 Personal days shall not be taken the day before or immediately following any vacation period or holiday except in the case of an emergency or by permission of the principal.

8-18 Employees wishing to use personal leave shall notify their immediate supervisor of the intended use of a day's leave at least five (5) days before the date to be used, except in emergencies. In the

latter case, notice should be given as early as possible. All personal leave is subject to scheduling by the appropriate supervisor.

EDUCATIONAL SERVICES

8-19 At the superintendent's request and with the principal's approval, teachers may be excused from their regular duties to organize or participate in events that provide educational services. This leave shall include, but not be limited to, institute, day preparation, or evaluation of pilot programs.

MATERNITY LEAVE

8-20 Any pregnant female employee shall be entitled to use sick leave for the period just before delivery, during delivery, and after delivery. The employee, the superintendent, and the employee's physician shall mutually agree upon when the employee leaves and returns.

JURY DUTY LEAVE

8-21 Leave shall be granted, with no deduction in pay, for any teacher required to be absent from assigned teaching duties because of their appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which a duly issued subpoena or court compels the teacher's attendance summons. Any pay for jury duty will be reimbursed to the district.

SICK LEAVE BANK

8-22

- a. Employees covered by this agreement may become members of the sick leave bank by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank assists employees with long-term illness or disabilities with a recovery time of more than sixteen days, which causes them to be unable to fulfill their job responsibilities with the District and who have exhausted their accumulated sick and personal leave.
- b. Only individuals who have contributed to the bank are eligible for benefits. Sick Leave Bank days shall not be used for elective surgery, personal business, extended family illness, or maternity leave. Employees diagnosed with a debilitating or catastrophic injury or disease pre-existent to employment shall refrain from drawing from the Bank within the first two years.
- c. Application for benefits from the Sick Leave Bank shall be made to the Sick Leave Bank Committee. The Committee shall comprise two members appointed by the LCEA President, one appointed by the LCASP President, one appointed by the LCAA President, and one appointed by the Board of Trustees. The decision of the Committee shall be final.

- d. There will be a nine-week open enrollment period at the beginning of each school year. In addition, any new hire may join within nine weeks of employment. Eligible staff must notify the school district in writing of their desire to participate in the bank.
- e. Enrollment in the bank shall continue automatically from year to year with one assessed day per member per year unless notice of withdrawal is given in writing to the school district during enrollment. Withdrawal will not result in reinstatement of the time contributed to the bank.
- f. The bank shall assess one day per member per year until an accumulation of seven hundred fifty (750) days or (6,562.5 hours) is reached. When the number of days in the bank falls below three hundred (300) days or (2,625 hours), the Committee will reinstate the yearly assessment.
- g. The maximum anyone can contribute to the sick leave bank at any time is one sick leave day, which equals 8.75 hours.
- h. All requests must be submitted in writing to the District Office. When a letter is submitted, the committee will meet to grant, deny, or modify the request.
- i. The district must employ an employee for at least three (3) years before requesting access to the sick bank. The maximum accumulated number of days that anyone can be granted for the sick bank is twenty (20) days per year. If more than twenty (20) days are needed, the participant can apply for additional days, at most forty (40) days total. A person may use a maximum of sixty (60) days over five years, beginning with the first withdrawals of days.

SABBATICAL LEAVE

- 8-23 An unpaid, up to one-year sabbatical leave may be granted for employees to participate in professional development in their specialization or a closely related field. The certified teacher must substantiate the benefit of such leave to the District and describe the proposed course of study. A certified teacher must have taught in the district for five years and not taken Sabbatical Leave during the past five years. Only one employee per school may be on sabbatical leave during any given school year. The District and employee will sign an agreement that the employee's exact position at the same school will be retained upon the return of said employee. Said employee shall immediately return and teach in the District for at least three consecutive years.

INCENTIVE PROGRAM

8-24

- a. Teachers shall receive a one-time incentive payment of \$400 for not using any sick or personal leave days for each contract year. The one-time incentive payment shall occur by the November pay date of the following contract year.

**ARTICLE 9
SALARIES AND GROUP INSURANCE**

- 9-1 The School District agrees to offer group health and accident health and accident insurance to all teachers and their dependents.
- 9-2 The School District will pay 100% of the individual group health and accident insurance for all teachers who wish to participate for the entire twelve-month period commencing September 1 and ending August 31.
- 9-3 The School District will pay 100% of the group term life insurance for all employees who wish to participate for the entire twelve-month period commencing September 1 and ending August 31.
- 9-4 All bargaining unit members, at the teacher's option, may be provided insurance within the terms and conditions of the Lincoln County School District's group insurance plan. Employees who deny insurance coverage are not entitled to receive the insurance premium.
- 9-5 Teachers may purchase dependent health and accident insurance coverage at no cost to the District.
- 9-6 If a full-time Certified employee's spouse is also a full-time LCSD employee AND they have at least one (1) dependent child, THEN the District will pay 100% of the individual group health and accident insurance for BOTH employees into the "Family" category where one spouse will be declared the "Employee." The other will be part of the "Family." The family will still pay as if considered an "Employee plus Children" (which is the difference between the District's contribution minus the total amount of the "Employee plus Children" category.) The intent is to allow for two instead of three deductibles.
- 9-7 Salaries are listed in Appendix A.

**ARTICLE 10
PROTECTION FOR TEACHERS**

- 10-1 The School Trustees will provide liability insurance protection for any teacher acting within the limits of his responsibilities.
- 10-2 No written periodic evaluation report or written reprimand concerning a teacher will become a part of the teacher's personnel file without the teacher being presented a copy signed by both the teacher and the evaluator thereof and allowed to discuss the matter with the principal.

10-3 A teacher may restrain a pupil when it is essential for self-defense or protecting other persons or property.

10-4 This agreement shall not be interpreted as providing an all-inclusive statement of the teachers' and School Trustees' rights and privileges.

ARTICLE 11
CORRECTIVE DISCIPLINE AND TERMINATION

11-1 Corrective Discipline

Corrective and disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and behaviors that do not meet the standards or demands of their positions and to provide a system for fair and equitable treatment of all employees.

- a. Through a corrective discipline system, the district will allow employees to improve their job performance and behaviors that do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be fixed.
- b. If disciplinary action is deemed necessary, the following steps will be taken:
 1. Verbal Warning/Reprimand – A verbal warning or reprimand is given to the employee for the first occurrence of a minor offense. The employee’s immediate supervisor administers a warning.
 2. Written/Reprimand – A written or formal warning is given to the employee in the first instance for more severe offenses or after repeated minor crimes. The employee’s immediate supervisor administers the notice. It states the nature of the offense and specifies any future disciplinary action that will be taken against the employee if the offense is repeated within a specified time limit. A copy of the written warning is placed in the employee’s personnel file, and it is destroyed twelve (12) months following the date it was given if the intervening service has been satisfactory. The employee is required to read and sign the formal warning.
 3. Suspension Without Pay – If, despite previous warnings, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. Under suspension, the employee is barred from working for some time, and their salary is docked accordingly. Suspension without pay actions could range from one (1) to twenty (20) days.

An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the dismissal. It is generally utilized when the employee is suspected of gross misconduct or when their continued presence during the investigation would disrupt regular district business.

- c. Dismissal – Employees who fail to correct unsatisfactory performance /behavior during previous steps in the progressive discipline procedure will be terminated.

11-2 Termination

- a. Resignation – An employee who resigns shall submit their resignation in writing to the District and give at least two (2) weeks’ notice.
- b. The Association agrees that in the event any employee resigns on or after July 1 of the year in which the contract is tendered for the ensuing contract year that should, Lincoln County School District will suffer a financial burden of at least five percent of the base salary of the adopted teacher’s salary schedule in locating a replacement employee, that said employee shall pay Lincoln County School District five percent of the base salary of the adopted teachers’ salary schedule as liquidated damages in the event the employee resigns on or after July 1 of the year in which the contract is tendered for the ensuing contract year. This provision may be waived if the employee and the District mutually agree.
- c. Probationary Employee Termination – If, during the probationary period, an employee’s performance or conduct is not overall satisfactory or fails to qualify medically for reasons that render such person unqualified for the position, the employee may be terminated.

Every probationary teacher being terminated will be entitled to the following:

- 1. The employee will be notified in writing before the 15th day of April. This notification will include a written statement declaring, clearly and explicitly, the specific reason(s) for the termination of their services.
 - 2. The employee may, within (10) days of the receipt of the statement of reasons, appeal the termination through the grievance procedure.
- d. Post-probationary Employee Termination:

A post-probationary employee may be terminated or subject to disciplinary action if their performance or conduct is unsatisfactory by NRS391.750 <https://www.leg.state.nv.us/nrs/nrs-391.html>.

In determining whether the professional performance of a certificated employee is inadequate, consideration shall be given to the regular and special evaluation reports prepared per the District Policy.

e. Consideration Before Termination

Before termination, excluding termination under sections 3, 6, and 7 of these articles, an employee shall be given a warning and a reasonable time to rectify the problem. This warning will include:

1. A precise definition of the problem regarding professional deficiency
2. A precise set of expectations delineates what performance level would constitute acceptable performance in the problem areas defined.

f. A prescription for remediation that spells out courses of action and time expectations so the teacher involved can reach an acceptable level of performance

g. A prescription for assistance by the principal or immediate supervisor that spells out courses of action and timelines whereby the teacher will be assisted and counseled in improving the level of performance to an acceptable level.

According to the gravity of the offense, employee discipline short of termination may consist of oral warning, written reprimand, or suspension.

Any incident or situation during the current school year that could be cited as a reason for termination will be discussed promptly with the teacher.

The District reserves the right as a form of discipline to place an employee on probation for a period not to exceed ninety (90) days to evaluate further and rehabilitate the employee.

h. An employee may be terminated without prior warning or caution by NRS 391.755(4)

Whenever the superintendent has reason to believe that cause exists for dismissing a certificated employee, when he thinks the immediate suspension of the employee is necessary for the children's best interests in the district, the superintendent may suspend the employee without notice and a hearing. Notwithstanding the provisions of NRS 391.312, a superintendent may suspend a certificated employee who has been officially charged but not yet convicted of a felony or a crime involving moral turpitude or immorality. If the charge is dismissed or the employee is found not guilty, he must be reinstated with back pay, interest, and standard seniority. The superintendent shall notify the employee in writing of the suspension.

- i. An employee absent from work over three (3) days without a satisfactory explanation shall be considered to have abandoned their job and be terminated.

11-3 No employee shall be disciplined, suspended, dismissed, non-renewed, or terminated without cause.

ARTICLE 12 CURRICULUM AND INSTRUCTION

12-1 Textbooks shall be considered an instructional aid provided in sufficient quantities based on enrollment.

12-2 Supplementary materials shall be supplied if evidence can be provided to justify the educational value and economic investment and if funds are available in the department's budget.

12-3 Teachers' recommendations on the quality and durability of supplies and equipment may be considered when ordering or reordering.

12-4 Teachers shall retain a copy of the requisition form after they have requested supplies and equipment and shall be informed of the disposition of their request upon inquiry of the principal or the person responsible for ordering said materials.

ARTICLE 13 SAFETY AND HEALTH

13-1 An employee, believing any unsafe working conditions, shall immediately notify their immediate supervisor.

13-2 Should the supervisor conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.

13-3 Should the employee conclude that the working condition is unsafe and refuse to continue to work, if it is completed during the grievance procedure that the operating condition is safe, the employee may be subject to disciplinary action.

13-4 The district will provide separate restroom facilities for teachers at all schools as time and money permits.

ARTICLE 14 TEACHER PERSONNEL FILES

14-1 A copy of each written report, comment, or reprimand concerning a teacher, which the school district places in the teacher's personnel file, shall be provided to that teacher. The teacher shall

sign the personnel file copy of the report, comment, or reprimand as an acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the document's contents.

- 14-2 Any written response by the teacher to any written report, comment, or reprimand shall also become part of the teacher's personnel file. It shall remain a part of said file as long as the information, commentary, or reprimand responded to remains part of the file. To ensure that the response is not inadvertently overlooked, the teacher shall note under his signature on the report, comment, or reprimand at the time of response that a reply has been made.

ARTICLE 15 TEACHER EVALUATION AND SUPERVISION

- 15-1 Teachers will be evaluated according to the Lincoln County School District Regulations and by NRS 391.675 – 391.730 Evaluations.
- 15-2 Video and audio surveillance images or recordings are prohibited for use as a substitute or supplement to personal observations by the administrator charged with evaluating licensed personnel.

ARTICLE 16 TEACHING HOURS AND TEACHING LOAD

- 16-1 Teachers will not be required to work longer than 8.75 hours, not including the lunch period or extracurricular assignments, except the following:
- a. Teachers, as necessary, may be required to report earlier and/or remain longer to attend general faculty meetings and special meetings when called by the superintendent or the principal. Teachers can choose to leave at a time beyond 15 minutes with no repercussions from the administration.
 - c. The teacher's responsibility to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the association. Teachers must be available to parents and students for counseling before and/or after the first and/or last regularly scheduled class or preparation period.
 - d. The building administrator, working with teachers, shall determine and assign duties as bus, yard, hall, extra-curricular, and other assignments necessary for the school's operation. The Lincoln County School District shall distribute the workload among the teachers evenly. Each teacher, however, shall be provided with a duty-free lunch period.
 - e. The principal shall have the authority to permit divergence by teachers from the regular school day.

f. Teachers shall continue the tradition of participating in open houses, educational fairs, and other professional activities. Participation in parent-teacher activities is encouraged.

16-2 All secondary teachers shall be provided one class period per day for preparation.

16-3 All elementary teachers shall be provided a fifty (50) minute prep period daily. All elementary teachers shall be provided two hundred (200) minutes of prep per week. Most LCEA members and the Site Administrator may determine alternative preparation period time. Both parties must conjointly agree to the alternative preparation period time.

16-4 All teachers have 72 hours of professional development during their contracted 146 days. Most LCEA members and the Site Administrator will determine how professional development time is used for schoolwide and independent professional development.

16-5 All school work days will be 8.75 hours, including a 30-minute lunch and professional development time built in. Workdays will be considered 7:00-4:15 p.m. Monday through Thursday unless there is an agreement between the building administrator and the employee.

**ARTICLE 17
NONDISCRIMINATION**

17-1 The parties agree to comply with NRS 288-270 about nondiscrimination.

**ARTICLE 18
RETIREMENT**

18-1 The School District agrees to submit payment of 100% of the employee and district contribution as required by the Public Employees Retirement System (PERS). The parties agree to comply with NRS 286.421. Following this, when NV PERS increases its rates after July 1, 2019 (not including the July 1, 2019, 1.25% increase), the District agrees to pay the District's 50% contribution portion of the rise. The employee's 50% contribution portion of the growth becomes subject to negotiations according to NRS 286.421. In the event, through the negotiation process, the district makes payment on behalf of the employee's 50% contribution portion of the increase in place of an equivalent basic salary increase, such increases will be recorded in this section of the agreement:

Date	Total PERS increase	Negotiated district contribution
July 1, 2015	2.25%	1.125%
July 1, 2019	1.25%	.625%
July 1, 2021	.50%	.25%

July 1, 2023	3.75%	1.88 %
July 1, 2025	3.25%	1.63%

18-2 **Incentives**

The School District will offer certified personnel the incentive benefits listed in this section; however, employees are only eligible to receive one (1) of the incentive benefits. Employees are not eligible to receive both benefits. To qualify for one (1) of the incentive benefits listed below, **employees must notify the District** as specified in Article 18-2. Employees who do not meet the notification requirements listed in Article 18-2 are not eligible for the incentive benefits listed in Article 18-2.

An employee may receive the following incentive benefit:

a.

A notification incentive stipend of \$3000 per year for the **final** two (2) years of service, which could include the current year and one (1) additional year with no retroactive years, and a deadline of the last day of February of the current school year so that the district can budget for the incentive. Notification must state the **final** two years of service, with **retirement occurring the last year**. Employees who do not meet this deadline are not eligible for this benefit. This benefit would be offered to certified employees who have completed fifteen (15) or more years of service in Nevada PERS or Lincoln County School District.

Or, an employee may receive the following benefits:

b.

The School District will offer certified personnel a longevity incentive of \$2,200 annually for the 28th, 29th, and 30th PERS year worked. To receive this benefit, employees must notify the District by the last day of February of the current school year so the District can budget for the longevity incentive (starting with the 2015-2016 school year). Employees who do not meet this deadline are not eligible for this benefit. This benefit would be offered to certified employees who have completed fifteen (15) or more years of service in the Lincoln County School District.

18-3 The School District may purchase up to two (2) years of retirement for certified personnel who have completed twenty (20) or more years of full-time (7 hours minimum per day) service in the Lincoln County School District if asked for in advance of the last two years of service, and a deadline of the last day of February of the current year so that the District can budget. No purchased year shall apply to any year beyond 30 years.

- 18-4 The Lincoln County School District recognizes that there are certified employees who can work and receive PERS until their thirty-sixth year of employment. The Lincoln County School District may purchase retirement for this group of employees past their thirtieth (30) year of service in Lincoln County.

ARTICLE 19 DUES DEDUCTION

- 19-1 The school trustees agree to deduct dues from the employees covered by this agreement for the Nevada State Education Association, UniServ Council of Nevada, and the National Education Association. Such deductions shall be made by the provisions of the due authorization form solely for those employees who have voluntarily executed such documents. These monies shall be transmitted promptly to the Lincoln County Education Association.
- 19-2 The association will certify the current membership dues rate to the school trustees in writing. The school trustees will be notified of any change in the rate of membership dues thirty (30) days before the effective date of such change.
- 19-3 Deduction of association dues shall be made on an average monthly basis, equal to the annual amount, and may be requested by new members at any time during the school year.

ARTICLE 20 REDUCTION IN FORCE POLICY

- 20-1 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 staff reductions will occur.
- 20-2 Subject to the determinations outlined in 20-1, the School District will do the following:
- a. Teachers who volunteer to leave the area or areas affected by the reduction in force will be the first to be reduced. Early retirement will be encouraged, and an incentive for retirement may be used.
 - b. The District's administration will determine any additional reductions. They shall determine the area, subject, or programs that will lose positions. These determinations shall be discussed at an open meeting of the Lincoln County Board of Trustees. A seniority system will be used to determine further personnel reduction.
- 20-3 **Seniority**

Seniority shall be defined as the total number of years with a teaching contract of employment from the date of hire by the Lincoln County School Board. The employment contract must be

validated by a verified teaching license from the NV Department of Education, Teacher Licensure. Teachers granted sabbatical leave or other approved leave of absence will retain the seniority accumulated before leaving but will not have the absent time from Lincoln County School District added to their seniority. In the case of a teacher who has resigned (voluntarily terminated) and subsequently been rehired, seniority shall commence with the first paid day of work after rehire. Resignation forced on account of maternity shall not be considered for these purposes as a voluntary resignation.

Suppose two employees begin the accrual of seniority on the same date of hire by the school board. In that case, seniority ranking will be determined by 1) the date of application to the district and 2) a lottery.

Part-time teachers will have a fractional portion added to their seniority.

Before a teacher is released due to reduction-in-force, they shall be allowed to transfer to another position within Lincoln County School District where they have seniority, licensed certification, and received an “effective” or “highly effective” appraisal on the most recent evaluation. If a reduction-in-force is deemed necessary, the teacher with the least seniority will be the first teacher released unless no other teacher within Lincoln County School District can fill the position that their release causes to become vacant.

The District will create a seniority list on or before the last day of March of each year, and it will be posted at each school within the district. The seniority list posted will only include each employee's name and number of years employed.

This seniority list is effective upon union ratification and School Board approval.

- 20-4 If two or more teachers have the same seniority, the Board will determine which teacher they will retain.
- 20-5 Notification of a RIF will be given to the teacher before April 1 of the current school year. In an emergency, RIF notification will be sent as soon as the RIF is determined.
- 20-6 The laid-off teacher will be on the substitute teacher's list.
- 20-7 Released teachers shall be placed on a leave of absence with no obligation by the School District to rehire after one (1) school calendar year expires. Each teacher placed on leave of absence as aforementioned shall be reinstated in reverse order to reduce new position openings for which the teacher is certified and qualified. The School District shall notify teachers placed on leave of absence of subsequent vacancies by mail to the last address registered by the teacher with the School District personnel office.

20-8 The teacher must respond to the School District office within ten working days of their desire to be re-employed. If the School District office is not notified within the first frame, that teacher's name will be dropped from the seniority list.

**ARTICLE 21
SUCCESSORSHIP CLAUSE**

21-1 The District agrees not to convey, transfer, or cause to convey or transfer its operations to a new employer and charter school without first securing the successor's agreement to assume the district's obligations under this agreement.

**ARTICLE 22
EXTRA-CURRICULAR COMPENSATION**

22-1 Extra-curricular stipends will be paid at the end of the assignment.

22-2 If the club time is within the work day hours, no stipend will be paid. The stipends are intended to cover work outside of the regular workday. See Article 2 for definition.

**ARTICLE 23
CALENDAR**

23-1 Regular holidays will include but not be limited to:

- a. Thanksgiving Holiday: Wednesday and Thursday of Thanksgiving week.
- b. Christmas Holiday: December 22nd through January 1st of continuous days (inclusive)
- c. Spring Break: The week before or after Easter and no less than five (5) continuous calendar days in length.

23-2 The school year will include two (2) contract days (17.5 hours) before the students arrive in August.

**ARTICLE 24
PAY SCHEDULE**

24-1 Payday will be the 15th of each month.

**ARTICLE 25
GENERAL SAVINGS CLAUSE**

25-1 It is not the intent of either party hereto to violate the laws of the State of Nevada or the United States. The parties agree that if 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 26
EXTRACURRICULAR ASSIGNMENTS

- 26-1 The extracurricular assignment offered or given in one school year does not obligate LCSD to offer the certified employee the assignment for any subsequent year or years. Based on an evaluation created between LCEA and LCSD.
- 26-2 Certified employees will have the right of first refusal of all extracurricular assignments if they are qualified/experienced to hold said position.
- 26-3 It is understood that LCSD has sole discretion on who will be head coach in the schools.
- 26-4 Any extracurricular assignment is at the discretion of the LCSD.

ARTICLE 27
ESEA AND ESSA

- 27-1 The Lincoln County School District and the Lincoln County Education Association recognize the passage of the federal Elementary and Secondary Education Act (ESEA) Every Student Succeeds Act (ESSA)

ARTICLE 28
TERMS OF AGREEMENT

- 28-1 2023 - 2024: The parties shall each have the right to open no more than two (2) Articles, including Article 9, 28, and Appendix A. This does not include articles with grammar and language cleanup. Both parties agree this can be brought to any negotiation session.

2024 – 2025: The parties shall each have the right to open no more than two (2) Articles, including Article 9, 28, and Appendix A. This does not include articles with grammar and language cleanup. Both parties agree this can be brought to any negotiation session.

2025 – 2026: The parties shall each have the right to open no more than two (2) Articles, including Article 9, 28, and Appendix A. This does not include articles with grammar and language cleanup. Both parties agree this can be brought to any negotiation session.
- 28-2 Licensed employees shall be issued a ten percent (10%) increase for the 2023-2024 school year, and the Salary Schedule in Appendix A shall be increased by 10%.

Licensed employees shall be issued a five percent (5%) increase for the 2024-2025 school year, and the Salary Schedule in Appendix A shall be increased by 5%.

All lane changes for credits earned, and longevity salary steps will be given as they apply.

See the attached agreements for Appendix A and Appendix B.

28-3 Senate Bill 500 – Additional Salary

For the 2025-2027 biennium, LCSD will utilize sb500 funding to increase salaries by 4.5% for all eligible staff. The 4.5% increase includes a two-year sunset clause, applying solely to FY 2025-2026 and FY 2026-2027 and will expire at the end of the biennium.

Funds will be reported separately on employee contracts as clarification for all parties and a separate item on the stub that is PERS eligible. Funds will be applied upon receipt, consistent with a successful subgrant award.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LINCOLN COUNTY SCHOOL DISTRICT
AND THE
LINCOLN COUNTY EDUCATION ASSOCIATION**

PERFORMANCE PAY AND ENHANCED COMPENSATION

Following Nevada Revised Statutes (NRS) 391.168, the District shall implement a performance pay program and enhanced compensation for recruiting and retaining licensed teachers. Implementation of the program is contingent upon funding provided by the Nevada Department of Education for such purposes.

The Lincoln County School District and the Lincoln County Education Association will collaborate to develop and implement the performance pay and enhanced compensation program. Elements of the program may include the following:

- Utilization of the Nevada Educator Performance Framework
- Individual and Group Incentives Based on Individual Pupil Improvement and Growth
- Incentives and Group Incentives Based on Individual Pupil Improvement and Growth of Students Attending At-Risk Schools
- Students Attending At-Risk Schools
- Measurements of Growth Based on Multiple Assessments
- Incentives for Professional Development
- Career Leadership Advancement Opportunities

In witness thereof, the parties have hereunto set their hands this

_____ day of _____, 20____

BOARD OF SCHOOL TRUSTEES

LINCOLN COUNTY EDUCATION ASSOC

PRESIDENT

PRESIDENT

Negotiated and Ratified on August 11, 2025,

In witness thereof, the parties have hereunto set their hands this

_____ day of _____, 2024_____

BOARD OF SCHOOL TRUSTEES

LINCOLN COUNTY EDUCATION ASSOC

PRESIDENT

PRESIDENT