

Negotiated Agreement
between the
Clark County School District
and the
Clark County Association
of School Administrators and
Professional-technical Employees

2009 – 2011

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**ARTICLE 1
DEFINITIONS**

1-1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.

1-2 The term "Administrators," as used in this Agreement, shall refer to all administrative employees who are eligible for membership in the Clark County Association of School Administrators and Professional-technical Employees (hereinafter referred to as CCASAPE) with the exception of such administrators who are excluded by NRS 288 and who are placed on the Administrative Salary Schedule.

The term "Professional-technical Employee," as used in this Agreement, shall refer to all employees who are eligible for membership in the Clark County Association of School Administrators and Professional-technical Employees and who are placed on the Professional-technical Salary Schedule.

For the purpose of this contract, the term "Administrator" shall mean administrator or professional technical employee as appropriate. The term administrative shall refer to administrator or professional-technical employee as appropriate.

The term "Covered Employees" as used in this Agreement shall refer to all administrative employees who are eligible for membership in the Clark County Association of School Administrators and Professional-technical Employees as well as those confidential administrators who are excluded by NRS 288.

1-3 Except as used in Article 11 and Article 21, the term "Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District and is the entity known as the Local Government Employer in NRS 288.060. For the purposes of Article 11 and Article 21, the term "Trustees" shall mean the Trustees of the School Administrators' and Professional-technical Employees' Welfare Trust.

1-4 The term "Association," as used in this Agreement, shall mean the CCASAPE, and is the entity known as the Employee Organization in NRS 288.040.

1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.

1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or the designated representative.

1-7 The term "Personnel Officer," as used in this Agreement, shall mean the Superintendent's designee.

1-8 The term "Trustees" and "Association" shall include authorized officers and representatives. Despite references herein to "Trustees" and "Association" as such, each reserves the right to act hereunder by committee or designated representative.

1-9 The term "School Year" as defined in NRS 388.080 states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day until the beginning of the next contracted school year.

1-10 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.030.

1-11 The term "Agreement" refers to the name of this document, being the Professional Negotiation Agreement between the Clark County School District and CCASAPE.

1-12 The term "Immediate Family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the administrator.

The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above and also grandmother; grandfather; grandchild; aunt; uncle; brother-, sister-, daughter- or son-in-law; and foster parent.

1-13 The term "School Day" shall be defined as a day in which an administrator is required to be present on the job.

1-14 The term "Trust," as used in this Agreement, shall mean the School Administrators' and Professional-technical Employees' Welfare Trust.

ARTICLE 2 RECOGNITION

2-1 The Trustees recognize CCASAPE as the exclusive representative of all administrators employed by the Trustees with the exception of such employees as are excluded by NRS 288.

2-2 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" or "hers" or "her."

ARTICLE 3 FAIR PRACTICES

3-1 The Association must represent equally all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization. The Association will continue to admit administrative persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, sex, age, or handicap.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

4-1 A grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of:

- (a) Any of the provisions of this Agreement;
- (b) Any of the policies or regulations of the School District which directly relate to those mandatory subjects of bargaining as outlined in NRS 288.150(2).

A grievance may be filed by an administrator of the School District covered by this Agreement, or by the Association. A grievance shall not include any matter or action taken for which relief is granted by the Statutes of Nevada.

4-2 Grievances will be brought by individuals or groups of individuals who are directly affected by the nature of this dispute. Grievances may be initiated or pursued at any step and to any higher step by CCASAPE. A grievance filed by the Association involving more than one (1) administrator in more than one (1) location may be commenced at Step Two of the Grievance and Arbitration Procedure by filing a written grievance.

4-3 A grievance as defined above must be filed in writing alleging which terms or provisions under which the dispute arises, and must be filed not later than twenty (20) school days after the affected administrator or Association first knew or should have known of the act or condition upon which the grievance is based. A school day shall be defined as a day in which a covered administrator is required to be present on the job.

4-4 During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance. All proceedings in any grievance shall be conducted in private and full confidentiality shall be maintained.

4-5 In the event the grievance is between two (2) members of CCASAPE, the grievant will be represented by CCASAPE during the entire Grievance and Arbitration Procedure.

4-6 All grievances shall be handled in the following manner:

Step One -- Informal

4-6-1 A grievant may first attempt to resolve it informally by meeting with his immediate supervisor within five (5) school days. At this step there is no reason to put the grievance in writing, no written report shall be made by the supervisor. The supervisor shall render a decision no later than five (5) school days from the date of the meeting.

A decision reached between the grievant and the supervisor does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

If the administrator is not satisfied with the response from the immediate supervisor, the grievant may proceed to Step Two.

Step Two

4-6-2 If the grievance is not resolved at Step One, the grievant or the Association may submit the unresolved grievance to the superintendent or designee in signed written form within the twenty (20) school day period specified in 4-3.

4-6-3 In the event a grievance is submitted to Step Two in a timely manner, the superintendent or designee and the supervisor being grieved shall meet with the grievant and/or the designated association representative within seven (7) school days after receiving the grievance.

- 4-6-4 Within ten (10) school days after the meeting, the superintendent or designee shall submit a written response to the grievance to the grievant and the Association. Any resolution of the grievance in favor of the grievant shall be reduced to writing. If the superintendent or designee fail to respond within ten (10) school days, or if a time extension is not agreed upon, the grievance shall be deemed to be settled in favor of the grievant.

A decision reached between the grievant and the superintendent or designee does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

- 4-6-5 If the grievance is either denied or not settled at Step Two of the grievance procedure, the grievance shall be deemed withdrawn unless timely submitted to Step Three, Arbitration, in accordance with the provisions set forth below.

Step Three

- 4-6-6 In the event a grievance is not settled at Step Two of the Grievance Procedure, the Association, not later than ten (10) school days after the receipt of the response from the superintendent or designee as set forth in Subparagraph 4-6-4, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the superintendent or designee written notice of the intent to arbitrate.

- 4-6-7 In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall, within ten (10) school days, jointly request the American Arbitration Association (AAA) to furnish a list of eleven (11) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District each striking one (1) name from the list in turn until one (1) name remains. The Association shall strike first. The final selection of the arbitrator shall be made within ten (10) school days following receipt of the list of arbitrators.

The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection, but no later than thirty (30) calendar days.

For each arbitration thereafter during that school year, the selection shall be accomplished by the Association and the School District each striking one (1) name from the original list of eleven (11) in turn until one (1) name remains. The Association shall strike first. The final selection of the arbitrator shall be made within ten (10) school days.

The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection, but no later than thirty (30) calendar days.

- 4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written Agreement of the parties shall have no authority to rule on any dispute between the parties other than the one, which qualifies as a grievance as defined in 4-1.

4-8 The arbitrator's decision shall be submitted in writing to all parties and shall be final and binding, including payment of damages, on all parties to this Agreement.

4-9 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.

4-10 This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.

4-11 All costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.

4-12 The time for a grievance meeting/arbitration must be approved by the superintendent's designee and by the Association and/or the grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, administrators covered by this Agreement who participate in such a meeting as the grievant or as a witness shall do so without loss of pay.

The number of witnesses utilized by the Association will be reasonable. If it is determined that the number of witnesses utilized is not reasonable, the days will be subtracted from the available association leave days identified in Article 11 of this Agreement.

4-13 A grievance shall be considered null and void if not filed and processed by the aggrieved administrator or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.

4-14 A grievance shall be decided in favor of the aggrieved administrator if the time limitations are not observed by the School District.

4-15 Time limitations may be extended by mutual agreement of both parties.

4-16 At the option of the Association, a grievance concerning an alleged violation of Article 26, Reduction in Force, or an action of the District subject to the provisions of Article 27, Progressive Discipline, may be filed immediately at Step Two of the Grievance and Arbitration Procedure.

4-17 It is recognized that disputes among administrators are inevitable. Ongoing disputes that are not addressed will negatively impact working conditions and will ultimately lead to decreased productivity. An accepted alternative dispute resolution process is mediation. Mediation may be used when both parties to a dispute voluntarily agree to participate to resolve interpersonal disputes and non-contractual issues.

Requests for mediation shall be made through the Association.

**ARTICLE 5
MILEAGE**

- 5-1 Payment for use of personal vehicles used for School District business shall be made to administrators covered by this Agreement in accordance with the School District regulation and state law.
- 5-2 Administrators not assigned a School District car or provided transportation in a School District vehicle and who, at the time of their appointment/reassignment, live forty or more miles one way from their assigned work location shall receive an annual stipend of \$2,000. The mileage stipend will be reviewed annually on June 30 and shall be adjusted subject to the annual percentage change in the Internal Revenue Service mileage reimbursement rate beginning July 1. The School District shall pay eligible administrators in one check on or before June 25. Assignments of less than a full contract year shall be prorated.

**ARTICLE 6
IMPASSE PROCEEDINGS**

- 6-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

**ARTICLE 7
USE OF FACILITIES**

- 7-1 The Association shall have the right to use school mailboxes and the interschool mail service for the distribution of responsible material initiated by the Association. Copies of all materials shall be given to the superintendent's designee. The material will be clearly identified and the Association accepts the responsibility for such material. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school mail service. District administrators shall be permitted use of School District mail services for district-related business.
- 7-2 From the effective date of this Agreement to its termination, the Association shall be allowed the use of school buildings and premises for association meetings and activities on regular school days as long as arrangements have been made with the principal of the building and as long as the use does not conflict with use by other employee organizations previously authorized as provided by District regulations. Further, such activities shall not conflict with any regular or special educational activities and may not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than school days requires approval by the superintendent's designee. Any added expense resulting from Association use shall be paid for by the Association. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school facilities.
- 7-3 The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, against School District representatives or the Board of Trustees, or any of its representatives relating to the collective bargaining process except for the ratification of this Agreement.

- 7-4 Administrators whose duty hours extend beyond 4 p.m. may attend association meetings after that hour. A maximum of four (4) such meetings may be attended during the work year.

ARTICLE 8 DUES DEDUCTION

- 8-1 The School District agrees to deduct dues from the salaries of administrators covered by this Agreement exclusively for the Association, the Clark County Elementary Principals Association, the Clark County Association of Secondary School Principals, the Nevada Association of School Administrators, the National Association of Elementary School Principals, the National Association of Secondary School Principals, and the Nevada State Education Association. These monies shall be transmitted promptly to the appropriate organization. All requests for such deductions must be in accordance with the laws of Nevada (NRS 608.110).
- 8-2 The Association will certify to the School District in writing the current rate of membership dues. The School District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 8-3 Deductions referred to in Section 8-1 above will be made in equal installments twice each month during the year. The School District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the first of the month prior to the distribution of the payroll from which the deductions are to be made.
- 8-4 The Association will notify the School District monthly of any changes in membership. Any administrator desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 15 of each year for that school year's dues and the Association must notify the School District in writing to discontinue the administrator's deduction.
- 8-5 It is recognized that the School District in agreeing to deduct dues is performing solely an administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees it may incur, in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual administrator. Further, in the event the School District fails to collect dues under this Article because of a lack of available funds due to the administrator, the Association will be responsible for collection of the sum from the administrator.

ARTICLE 9 PERSONNEL FILES

- 9-1 It is recognized that the School District will maintain two personnel files for each administrator, one at the work location and one at the central office. The administrator's work location personnel file shall be located in the office of the administrator's supervisor.

The School District's central office personnel file may be maintained as an electronic file on each administrator; and this file shall only include evaluations, and documents

identified as disciplinary in Article 27, as well as, responses to evaluations and documents identified as disciplinary in Article 27, pre-employment information, individual contracts, communication from the personnel office related to placement, and information related to the administrative selection process.

A copy of each written document concerning an administrator which the School District places in the administrator's work location and/or central office personnel files shall be provided that administrator. The administrator must sign the personnel file copy of the document as acknowledgment of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document. Normal working memorandum that for some reason generates a response from an administrator does not meet the criteria for placement of the memorandum in the personnel file of an individual.

Upon the request of the administrator and the approval of the School District, documents of commendation may also be included in the administrator's work location and/or central office personnel files.

A personnel notification as described in Article 27-8 may be temporarily placed in the administrator's work location and/or central office personnel file until the investigation is completed. Once the investigation is completed, the writing shall be removed and, if appropriate, it may be replaced with a disciplinary document as described in Article 27-8. Investigations must be completed in a reasonable time, which will not exceed six (6) months unless extraordinary circumstances exist in which the School District has no control over meeting this timeline.

Medical records, settlement agreements, grievances/grievance decisions, and arbitration decisions shall not be placed in the administrator's work location or central office personnel files.

9-2 An administrator may prepare a written response, which will become a part of the administrator's personnel files and will remain a part of said files as long as the document responded to remains a part of the files. In order to insure that the response is not inadvertently overlooked, the document will be countersigned by the receiving supervising 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 thirty (30) school days. Upon written request of the administrator a waiver of the time limits by the supervisor, not to exceed ten (10) school days may be granted, which will not be unreasonably withheld. 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.

9-3 Access to personnel files of an administrator shall be on a need to know basis only. The work location file shall be maintained in the supervisor's office, and the central office personnel file of an administrator shall be maintained in the Human Resources Division. Review of such files shall be noted by the date and signature of the reviewer using a process mutually agreed upon by the School District and the Association. The Superintendent of Schools, the Deputy Superintendents, the Chief Human Resource Officer and designees, the Director of Employee-Management Relations, District legal counsel, or as otherwise authorized by law shall be exempt from this requirement.

9-4 Any time after a period of three (3) years and one (1) day from issuance, an oral warning conference summary, written warning, suspension, or other such documents except evaluations placed in an administrator's personnel files shall be removed

upon written request of that administrator. When the written request is received by the School District, the document and any written response from the work location file must be returned to the administrator within twenty (20) school days. Documents that are removed from the work location file will be permanently deleted from the central office file and a letter will be provided to the administrator and to the Association by the Chief Human Resources Officer or designee verifying the deletion. It is agreed that such documents shall not be used in disciplinary action against the administrator.

- 9-5 Admonitions issued to an administrator, who within the time granted for improvement has met the standards set for him/her by the administrator who issued the admonition, will be removed from the records of the administrator together with all notations and indications of its having been issued upon written request of that administrator. When the written request is received by the School District, the admonition and any written response from the work location file must be returned to the administrator within twenty (20) school days. Admonitions and any written responses that are removed from the work location file will be permanently deleted from the central office file and a letter will be provided to the administrator and to the Association by the Chief Human Resources Officer or designee verifying the deletion.

Upon written request, an admonition must be removed from the records of the administrator not later than three (3) years and one (1) day after it is issued.

- 9-6 Copies of documents that are removed or deleted from the administrator's file may be maintained in a legal file in the Office of the General Counsel and are accessible only in the defense of litigation or in the defense of employment related actions.

With the exception of the personnel electronic file and the legal file maintained in the Superintendent's office under this section, the only administrator's personnel file maintained by the School District is the administrator's work location file.

ARTICLE 10 MEDICAL SERVICES

- 10-1 The School District shall pay for the cost of periodic x-rays or other medically accepted TB tests required of members of the bargaining unit for School District employment when administered by the Clark County Health Department.

- 10-2 The School District shall provide free of charge routine immunizations and booster vaccinations for smallpox, influenza, and diphtheria to members of the bargaining unit.

ARTICLE 11 ASSOCIATION AND TRUST LEAVE

- 11-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of fifty (50) days leave without loss of pay for association members to attend association meetings, conferences, legislative sessions, and conventions. No individual shall be granted approval for more than five (5) days of the fifty (50) days allocated to association members. Exceptions to the five-day rule may be made with the approval of the Director, Employee-Management Relations. Per diem and/or travel shall not be provided by the School District.

- 11-2 The association president shall have twenty (20) additional days to address association business without loss of pay.

11-3 The authorized release of administrators by the appropriate region superintendent, associate superintendent or other authorized administrative supervisor to attend meaningful educational gatherings is recognized as having a positive value to the School District. Appropriate administrative supervisors may grant administrators release time, without loss of pay, to attend conventions, workshops, conferences, and other worthwhile educational meetings.

11-4 For each separate fiscal year covered by the term of this Agreement, the Trust will be allocated a total of forty (40) days leave without loss of pay for the Trust's Board of Trustees to attend Trust meetings, conferences, legislative sessions, and conventions. Per diem and/or travel shall not be provided by the School District.

**ARTICLE 12
EXTENDED LEAVES OF ABSENCE**

12-1 An administrator may be granted a leave of absence without pay for up to two (2) years to teach full time in an accredited college or university. To be eligible for this Instructional Leave, the administrator must have completed two (2) full years under the Unified contract with the School District.

12-2 An administrator may be granted a leave of absence without pay for a period not to exceed one (1) year to pursue employment or other activities that are directly related to his work assignment. The leave granted under this Article shall be to allow the administrator to improve practical skills and knowledge regarding current work procedures, technology, and innovations in the area of his assignment. To be eligible for the "work" leave, the administrator must have completed seven (7) full years of continuous administrative service with the School District. A twelve- (12) month extension of this leave may be granted by the Chief Human Resources Officer, Human Resources Division. This leave may be granted only once every seven (7) years. The Chief Human Resources Officer may limit the types and number of leaves granted annually and may deny any such leaves when determined to be detrimental to the instructional program of the School District.

12-3 An administrator adopting a minor child shall be granted a leave of absence not to exceed six (6) calendar weeks immediately surrounding the birth or placement of the child. The administrator may utilize sick leave with pay, personal leave with pay, vacation with pay, or an employee necessity leave without pay if no leave is available.

12-4 An administrator shall be eligible to participate in any and all leaves of absence provided for in the administrative regulations of the School District at the time that the request is made.

12-5 An administrator who, upon return from leave granted pursuant to Article 12-1, Instructional Leave, or from Military Leave, shall be considered as if he was actively employed by the School District during the leave and shall be placed on the salary schedule at the level he would have achieved if the administrator had not been absent. An administrator, while on one of the above-mentioned leaves, may continue to participate in the group health insurance plan at the administrator's expense. An administrator, while on any of the above-mentioned leaves, is not eligible to receive sick leave or retirement credit. An administrator shall not receive increment credit for time spent in a leave with the exceptions provided for in this Article.

12-6 An administrator returning from leave of absence shall notify the School District prior to April of the school year which precedes the school year in which they intend to return. Benefits to which administrators were entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to those administrators granted leave pursuant to this Article upon their return. An administrator shall be assigned to the same salary range, step, and length of contract held at the time said leave commenced and to the same position, if the position is available. If the same position is not available, the administrator shall be assigned to another position that is at the same range, step, and length of contract that is available at the time of return. If no such position is available, the administrator becomes eligible for an available administrative position at the next lower range at an equivalent or shorter individual contract that is available at the time of return. This process will be repeated until the returning administrator is reassigned to the available position. If no position is available at the time of return, the School District shall offer the administrative employee the first administrative position that becomes available within the next two years from the date of intended return or until the two-(2) year period has elapsed. If the administrator is assigned to a lower position than was held at the time the leave of absence was granted, the administrator shall be eligible for two (2) years from the date of intended return to be assigned to an available position at the level previously held prior to the leave of absence. It is intended that an administrator returning from a leave of absence will only be eligible for available positions and is not eligible for a position being filled by another administrator.

A written recall notice shall be sent by certified mail, return receipt requested, offering the administrator the available position. The notice shall be sent to the administrator's last known address on file with the School District's Human Resources Division. The administrator must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work. The administrator will have twenty (20) school days from the date of acceptance to return to duty. The recall right for the administrator shall continue for two (2) years from the date of intended return, subject to the notification requirements. However, if before the end of the two- (2) year period an administrator refuses an available School District position, the administrator's return rights are terminated. Further, the School District is not obligated to recall an administrator in the event that the administrator fails to comply with any provision of this Article.

A position is "available" under this section only if the returning administrator meets the required licensing and minimum qualifications for the position and the position is vacant.

12-7 An administrator granted adoption leave or leave to care for a sick member of the administrator's immediate family may request reassignment to active status in writing to the Human Resources Division. The Human Resources Division will return the administrator to active status when a vacancy occurs for which the administrator is qualified in accordance with the provisions of Article 12-6.

12-8 All leaves and extensions or renewals of leaves shall be applied for and granted or denied in writing.

12-9 All of the above leaves of absence are subject to the administrative requirements regarding requests for and/or approval of such leaves which are set forth in the administrative regulations of the School District.

12-10 An administrator will be provided time off without loss of pay when appearing in a court proceeding which requires the administrator to testify regarding a matter related

to the administrator's duties. Procedures set forth in administrative regulations of the School District regarding subpoena must be followed in order to receive time off without loss of pay.

**ARTICLE 13
SICK LEAVE**

13-1 Sick leave is leave that is granted an administrator under the terms of this Agreement who is unavoidably absent because of personal illness or injury, or because of serious illness or injury in his immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set forth below.

13-2 Administrators covered by this Agreement shall be credited with fifteen (15) days of sick leave at the beginning of the contract year. In the event an administrator does not complete the number of days required by the contract, the number of sick leave days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating administrator is computed. Administrators who begin service later in the contract year shall be credited with the number of days of sick leave that may be prorated for each month of service that may be completed by the end of the contract year.

13-3 Administrators shall be granted one (1) universal personal leave day to be deducted from sick leave.

13-4 Administrators on the unified salary schedule have unlimited accumulation of sick leave.

13-5 Absence due to sick leave will be compensated leave to the extent the administrator has earned or accrued sick leave in accordance with the above provisions.

13-6 The immediate administrative supervisor shall periodically review the sick leave usage of all administrators working under his supervision. If the review indicates that an administrator's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the supervisor shall submit to the Director, Employee-Management Relations, a report of the review and shall furnish a copy to the administrator. The Director, Employee-Management Relations, may require an administrator to undergo a physical examination or to submit a written certificate from a physician of the employer's choice, confirming the necessity of an absence due to illness.

Cost of the physical examination or the report from the physician is to be paid for by the School District.

13-7 Any administrator who misuses sick leave shall be subject to disciplinary action in accordance with NRS 391 and this Agreement.

13-8 The Association shall establish a pool of days available to administrators who have no other available leave days. Days may be contributed to the pool by administrators who voluntarily designate a half day or a full day of vacation for which they would otherwise be compensated under Article 18-4. Administrators desiring to designate a half day or a full day of vacation shall do so by notifying the Chief Human Resources Officer, Human Resources Division, in writing on or before July 1.

In addition, this pool of days shall also be contributed to by adding one day of vacation for each administrator who has vacation deducted in accordance with Article

18-5. Days contributed to the pool as a result of the deducted vacation days shall not exceed 50 days in any school year.

This pool of days may also be contributed to by administrators who voluntarily donate a day of sick leave. Administrators will be eligible to donate a day of sick leave when they have accumulated 60 or more days and have utilized three (3) or fewer days during the current contract year. Administrators desiring to designate a full day of sick leave shall do so by notifying the Chief Human Resources Officer, Human Resources Division, in writing on or before July 1.

The number of days in the pool shall be reported to the Association each July by the Chief Human Resources Officer, Human Resources Division.

Administrators may request days from the pool when they have no other available leave days. Requests shall be made to the Representative Council of the Association. The Representative Council shall have the exclusive authority to grant or deny requests made by eligible administrators. The maximum number of sick leave pool days available to an administrator shall be sixty (60) days with a substitute or 120 days without a substitute. No administrator may receive more than 120 sick leave pool days.

Administrators who qualify for days from the sick leave pool shall continue to receive full pay and benefits. The sick leave pool days shall be utilized to cover the required substitute. Each sick leave pool day shall equal two substitute days. Positions that do not receive a substitute shall require one sick leave pool day for each day of absence.

**ARTICLE 14
BEREAVEMENT LEAVE**

- 14-1 Leave with full pay shall be allowed for three (3) days for each period of bereavement or absence due to death in the immediate family of the administrator. Two (2) additional days with full pay may be approved by the administrator's supervisor. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) days. Bereavement leave shall be deducted from sick leave.

**ARTICLE 15
WORK DAY**

- 15-1 All administrators covered by this Agreement shall be required to work at the work location a minimum work day of eight (8) hours, excluding a lunch period of no less than 30 minutes and no more than 60 minutes. The daily starting and departing time shall be determined by each appropriate deputy superintendent.

The School District and the Association may modify the 8 hour work day upon mutual agreement. Such agreement must be reached prior to implementation.

- 15-2 Individual parent conferences which exceed the eight (8) hour work day may be scheduled at the mutual convenience of both parent and principal. When this is not successful, the principal shall schedule the conference at an appropriate time.

- 15-3 It is further recognized by the parties that all administrators covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility.

As a result, the administrators covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation.

- 15-4 Travel time of an administrator required to travel during the normal school day shall be considered as a part of such administrator's work day.
- 15-5 It is understood that administrators covered by this Agreement may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. The time away from the building is accounted for by the additional time required to fulfill the scope of the administrator's professional responsibility or by adjusting the administrator's hours of work. When an administrator is required to leave the work location during the work day, the administrator's supervisor must be notified in advance and approval must be secured.
- 15-6 Administrative compensatory time may be approved by the supervisor for an administrator who performs work outside and beyond the regular workday, as well as, when the administrator is not otherwise under contract. Compensatory time may not be granted for work completed prior to the request from the supervising administrator unless an emergency or unforeseen event occurs. Except as provided in 15-6-1 through 15-6-7, there is no requirement on the part of the supervisor to approve compensatory time, except as provided for in this Article. The approval of compensatory time will, however, not be unreasonably withheld and will be consistently administered throughout the School District.

Supervisors shall offer administrative compensatory time for the following:

- 15-6-1 Work that exceeds the normal workday or when the administrator is not under contract, and, is a direct result of an emergency or unforeseen event or an exceptional workload.
- 15-6-2 Supervision of student trips occurring on the weekend when there is a requirement that the administrator attend. Generally, this does not apply to senior high assistant principals and deans who already receive additional compensation in the form of the activity stipend.
- 15-6-3 Recruiting activities for the School District, which requires travel or performance of work activities on the weekend.
- 15-6-4 Professional conferences when administrators are required by their supervisors to attend on a weekend or outside the school day.
- 15-6-5 Supervision of middle school home basketball games which are held outside of the regular school day. Middle school principals may grant a maximum of two (2) hours of compensatory time to each of two administrators assigned to supervise each home game. Compensatory time will be granted to the deans and assistant principals only.
- 15-6-6 Supervision of middle school away basketball games which are held outside the regular school day. Middle school principals may grant a maximum of two (2) hours of compensatory time to one administrator assigned to supervise each away game. Compensatory time will be granted to the deans and assistant principals only.
- 15-6-7 Staffing, finalizing annual reports, and other responsibilities that are accomplished during July. Principals on eleven- (11) month contracts shall

be provided up to three (3) days of compensatory time in July to accomplish these various responsibilities, or, at the discretion of the administrator, shall be provided up to three (3) days of pay based on the administrator's daily rate of pay. Payment will be made on the August 25 check.

- 15-6-8 Assistant principals assigned to two schools shall receive sixteen (16) hours of compensatory time. These compensatory hours shall be credited in June. Such assignments of less than a contract year shall be prorated and do not establish nor should they be construed to establish any property rights, nor any expectation of continuation.
- 15-7 Administrative compensatory time will not be earned for less than two hours, nor for more than eight hours in one day.
- 15-8 Senior high school deans, assistant principals and the principals of Spring Mountain School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, and Sandy Valley High School may not be granted administrative compensatory time for those activities for which they receive compensation under Article 20-3, which generally includes supervision of athletic or activity events.
- 15-9 Administrative compensatory time may be earned to a maximum of 160 hours. No payment shall be made for administrative compensatory time not utilized.
- 15-10 Supervisors shall not require administrators to accept compensatory time.
- 15-11 Administrative compensatory time may only be utilized during times the administrator is assigned to work. This specifically excludes payment for administrative compensatory time during times the administrator is not under contract.
- 15-12 Administrative compensatory time may be utilized to a maximum of three consecutive work days during times that students are in attendance. Administrative compensatory time may not be combined with any other leave, including vacation and personal leave, to exceed the three-day maximum during times when students are in attendance. Administrative compensatory time may be used for a maximum of ten consecutive work days when students are not in attendance. Provisions regarding days when students are in attendance shall not apply to non-school based administrators or administrators assigned to year round schools.
- 15-13 Administrative compensatory time shall be granted under the same terms and conditions as vacation time except as may otherwise be provided for in this Article.
- 15-14 The advance approval of the supervisor must be obtained before administrative compensatory time may be taken.
- 15-15 Administrators may teach P.D.E. courses outside the normal work day and on weekends. Administrators who voluntarily teach these classes will be compensated at the established rate.

ARTICLE 16 WORK YEAR

- 16-1 Administrators covered by this Agreement will be on an annual contract year. The normal work year shall be twelve (12) months including administrators assigned to

year round schools, with the exception of the following categories of administrators for whom the normal work year will be eleven (11) months:

- 16-1-1 Principal, Elementary-Secondary School (Indian Springs)
- 16-1-2 Principal, Junior High School/Middle School
- 16-1-3 Principal, Junior-Senior High School (Laughlin)
- 16-1-4 Principal, Special Education Schools (Variety, Miller, Helen J. Stewart, and Miley)
- 16-1-5 Principal (Boulder City High School, Moapa High School, Sandy Valley High School, Spring Mountain School, and Virgin Valley High School)
- 16-1-6 Principal, Elementary School
- 16-1-7 Principal, Alternative Schools
- 16-1-8 Principal, Area Technical Trade Center and Southern Nevada Vocational Technical Center
- 16-1-9 Principal, Las Vegas Academy of International Studies and Performing Arts
- 16-1-10 Principal, Advanced Technologies Academy
- 16-1-11 All assistant principals.

Assistant principals assigned to year round schools will receive an eleven- (11) month contract and a one- (1) month supplemental contract. The assistant principal (one) assigned to a year round school for less than a full time assignment, if one exists, will be provided a one- (1) month supplemental contract. Assistant principals assigned as secondary summer school administrators for nine-month schools will receive an eleven- (11) month contract and a one- (1) month supplemental contract. PERS contributions will be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation.

Principals on eleven- (11) month contracts who are assigned to open a new school shall receive a one- (1) month supplemental contract for the month of July prior to the opening of the new school. PERS contributions will be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation.

The normal work year for the administrative position, dean of students, shall be ten (10) months. Deans assigned to year round schools shall receive a ten- (10) month contract and a two- (2) month supplemental contract. Deans assigned as summer school administrators in nine- month schools shall receive a two- (2) month supplemental contract. PERS contributions will be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation. Deans assigned to rural schools that do not have an assistant principal shall receive a one month supplemental contract. PERS contributions will be made on the supplemental contract. Payment for the supplemental contract does not establish nor should it be construed to establish any property rights, nor any expectation of continuation.

The normal work year for new administrative positions that are created and that are not covered by this Agreement shall be specified in the individual contract as 10-, 11-, or 12-month positions by the Trustees at the time of their creation.

- 16-2 Contracts for twelve- (12) month administrators shall begin July 1 and end on June 30. These dates shall apply to principals assigned to schools which will begin on a year round calendar when school begins. In addition, assistant principals assigned to schools which will begin on a year round calendar when school begins

shall receive a one- (1) month supplemental contract on July 1 prior to the opening of the year round school.

Contracts for eleven- (11) month administrators shall begin August 1 and end on June 30.

16-2-1 The eleven- (11) month administrative contract for a modified Track 5 school year shall begin on August 1 and shall end on June 30. The modified Track 5 schedule shall begin on the same day as the nine- (9) month and year round schools begin, shall end at least five work days prior to July 1, and will vary from the attendance days of the traditional Track 5 schedule.

16-2-2 Flexible eleven- (11) month contracts may be utilized to offer a traditional Track 5 school year. The flexible eleven- (11) month contract shall begin on August 1 and shall end five (5) days after the traditional Track 5 schedule ends. The traditional Track 5 schedule of the adopted year round calendar shall be followed.

16-2-3 The School District will not require an administrator to accept a flexible eleven- (11) month administrative contract. If, however, an administrator elects to accept such a contract, the administrator will be under contract for the same number of days as an administrator under an eleven- (11) month contract. The administrator will identify which days will be non-contracted. Only days when students are not present may be identified as non-contracted. Utilization of vacation or personal leave days may be taken on contracted days with the approval of the administrator's supervisor.

During the 2009-2010 school year contracts for deans of students shall begin on August 12, 2009 and end on June 9, 2010. Supplemental contracts for deans assigned to year round schools or as summer school administrators in nine-month schools shall begin on June 10, 2010 and end on August 13, 2010.

During the 2010-2011 school year contracts for deans of students shall begin on August 16, 2010 and end on June 14, 2011. Supplemental contracts for deans assigned to year round schools or as summer school administrators in nine-month schools shall begin on June 15, 2011 and end on August 12, 2011.

Contracts for deans of students assigned to rural schools that do not have an assistant principal will work a combined supplemental and regular contract that shall begin on August 1 and end on June 30.

Supplemental contracts in conjunction with 11-month contracts shall begin on July 1 and shall end on July 31. Supplemental contracts will be issued on or before June 1 of each year prior to the July implementation.

16-3

Salaries for administrators employed for the full contract year shall be paid over twelve (12) months, in not less than twenty-four (24) equal payments. It is agreed that the contract year, as stipulated in this section, shall include earned vacation as defined in Article 18 of this Agreement. Administrators working less than a full contract year because of the effective date of the appointment and who are new to the School District shall be paid in equal payments over the remaining licensed paydays for the contract year. Payment shall begin on the next licensed payday following the effective date of the appointment if time for processing permits. If the processing time does not permit the payment, the payment will begin on the licensed payday following the next regular licensed payday.

An administrator's daily rate of pay shall be calculated by multiplying the monthly salary as provided for in the Unified Administrative Salary Schedule or the Professional-technical Salary Schedule by the number of months an administrator is contracted to work, adding all stipends for which PERS contributions are made, and dividing the sum by the number of work days established for the contract year.

An administrator who does not complete his/her 10-, 11-, or 12-month contract will be compensated at his/her daily rate of pay for the number of days that the administrator is entitled to be compensated.

An administrator who terminates his/her employment with the School District and is on paid status for every work day of the final month of employment will be compensated for the days worked at the daily rate of pay. In no event, however, will the administrator receive less for the final month than the assigned monthly salary amount from the unified Administrative Salary Schedule or the Professional-technical Salary Schedule.

An administrator beginning a new contract prior to receiving the earned compensation from any previous contract shall receive a one time payment for the remaining earned compensation on the licensed payday preceding the beginning of the new contract or the next regular licensed payday following the beginning of the new contract if time is required for processing. Additionally, the administrator shall begin receiving compensation for the new contract on the first licensed payday following the beginning of the new contract as provided in this article.

An administrator who works a supplemental contract and is then promoted to a position at a different range or length of contract shall receive a one time payment for any earned compensation for the supplemental contract on the next regular licensed payday following the beginning of the new contract if the time required for processing permits. If the processing time does not permit the payment, the payment will be provided on the licensed payday following the next regular licensed payday.

Administrators working less than a full contract year because of the effective date of the appointment shall, with the exception of the first payment, be paid in equal payments over the remaining licensed paydays following the effective date of the appointment. The amount of these equal payments will be based on range, step, and length of contract. The initial payment will be determined by calculating the difference between the contract amount and the amount to be received on the remaining licensed paydays. Money owed to the administrator will be received as the initial payment. If money is owed to the School District it will be subtracted from the new contract amount and the remaining contract amount will be paid in equal payments over all remaining licensed paydays for the contract year. Payment in both cases shall begin on the next licensed payday following the effective date of the appointment if time for processing permits. If the processing time does not permit, the payment will begin on the licensed payday following the next regular licensed payday.

The salary of an administrator who is promoted to a higher range on the Administrative Salary Schedule or the Professional-technical Salary Schedule, shall be computed by dividing the current annual salary by the number of months worked under the administrator's current contract, and placement shall be made on the appropriate range two steps above the amount currently being earned. Once this placement is made, the administrator is entitled to the normal step increases in the subsequent contract year.

- 16-4 Administrators assigned to schools placed on double sessions or assigned to schools relocating to another site and deans and assistant principals assigned to year round schools who are required to work days beyond the number of days listed in their contract will be paid their daily rate of pay when the administrator is required to work and the work has been approved by the appropriate region superintendent.
- 16-5 The positions listed in Article 16-6 below may be designated and classified as at-will. A contract signed by an at-will administrator will state that the administrator serves in that position at the will of the Superintendent and may be returned to a position of no lesser range and step than the last held position with the School District. At-will positions will be so designated at the time the position is offered to an administrator. At the time of appointment, Trustees will designate the range and step of the position.
- 16-6 At-will positions:
- 16-6-1 Assistant Superintendent, Curriculum and Professional Development Division
 - 16-6-2 Assistant Superintendent/Chief Technology Officer, Technology and Information Systems Services Division
 - 16-6-3 Business Manager, Finance and Operations Division
 - 16-6-4 Associate Superintendent, Facilities Division
 - 16-6-5 Administrative Assistant, Superintendent's Office
 - 16-6-6 Executive Manager, Diversity and Affirmative Action Program
 - 16-6-7 Legislative Representative, Superintendent's Office
 - 16-6-8 General Manager, Vegas PBS
 - 16-6-9 Assistant Region Superintendents (up to 12 positions)
 - 16-6-10 Executive Director, Human Resources Division (2 positions)
 - 16-6-11 Assistant Superintendent, Finance and Operations Division
 - 16-6-12 Chief of Staff, Superintendent's Office
- 16-7 With the exception of division heads and those persons reporting directly to the Superintendent, at-will position vacancies will be advertised and open to all applicants meeting minimum requirements. The Superintendent will establish the selection procedures to be used.
- 16-8 Administrators serving in at-will positions shall retain all rights and privileges covered under this contract with the exception that they may, when deemed appropriate by the Superintendent, be reassigned to vacant positions at ranges equal to or higher than the positions held prior to their appointment as at-will administrators. This is to include range, step, and length of contract.
- 16-9 When at-will administrators are given written notice by the Superintendent that they will no longer be serving in that capacity, they will be reassigned in accordance with Article 16-8 above as soon as possible. At-will administrators serving in that capacity for more than one year will continue to be compensated at their then current rate (star rated) until such time as the compensation for their not at-will positions reach or exceed the at-will amount.
- If at-will administrators voluntarily leave an at-will position, star rating will not be applicable.
- 16-10 Additional at-will positions (over 24) can be added with the approval of both parties to this Agreement.
- 16-11 Any administrator who accepts a shared contract shall be entitled to only one-half of the contribution paid by the School District for health insurance benefits. This is not

to be construed as an entitlement on the part of any administrator to a shared contract, which may be conferred or renewed at the sole discretion of the School District.

A shared contract shall consist of one full-time position shared during one school year by two administrators who have agreed to accept such a contract.

**ARTICLE 17
HOLIDAYS**

17-1 Administrators covered by this Agreement shall be granted holiday leave as listed below:

Independence Day (12-month administrators only)

Labor Day

Nevada Day

Veteran's Day

Thanksgiving Day (two day holiday)

Winter Break (two day holiday)

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Spring Break (one day holiday)

Memorial Day

Additional holiday leave will be granted in accordance with the annual calendar adopted by the Trustees.

17-2 All administrators covered by this Agreement shall be granted five (5) personal leave days in addition to the above holidays. For the 2010-2011 school year only, all administrators covered by this Agreement shall be granted an additional three (3) personal leave days for a total of eight (8) personal leave days. These additional three (3) personal leave days for school based administrators must be taken when school is not in session for students. Requests made under this Article will be processed in the same manner as vacation requests. Personal leave must be used during the contract year it is allocated. Personal leave may not be utilized during a supplemental contract.

17-3 Administrators covered by this Agreement shall be granted holidays in addition to the above, as determined by the Trustees.

**ARTICLE 18
VACATION**

18-1 Vacation for administrators covered by this Agreement shall be accumulated at the rate of 2.0 days per month of employment. Vacation days shall be accumulated for both the regular contract and the supplemental contract.

18-2 At termination of service, administrators shall be compensated for their accrued vacation, not to exceed 85 days. Payment will be made at administrator's daily rate of pay effective at the time of separation.

18-3 Vacation may be taken only at times approved by the administrator's supervisor.

- 18-4 Administrators will be compensated at the administrator's daily rate of pay for up to five (5) of the vacation days in excess of 85 as of June 30. Payment will be made on the July 25 check and it is not subject to PERS payment. Administrators not desiring to be compensated for these days may stop the payment by notifying the Chief Human Resources Officer, Human Resources Division, on or before July 1. Administrators who are on paid status on June 30 and who terminate employment that day are entitled to be paid for any days in excess of 85 to a maximum of five days under this article.
- 18-5 Earned vacation days in excess of 85 as of June 30 for which compensation is not provided must be used on or before August 31 or these days will be deducted from the total days on September 1. If days are to be deducted from an administrator, one of the administrator's days will be donated to the CCASAPE Sick Leave Pool. Days contributed to the pool as a result of the deducted vacation days shall not exceed 50 days in any school year. Administrators may use the vacation days earned in July and August without impacting the days in excess of 85 as of June 30.
- 18-6 The vacation days identified on the second paycheck of the month reflect vacation days earned for that month. However, these days do not reflect vacation days utilized during the month.

**ARTICLE 19
ADMINISTRATORS' ADVISORY COUNCIL**

- 19-1 An Administrators' Advisory Council shall be established by the Association.
- 19-2 The purpose of the advisory council is:
- (a) Advisory to the superintendent and the cabinet regarding procedures, practices and programs which will result in a better educational atmosphere in the School District.
 - (b) Improve the morale of all administrators.
 - (c) Apprise the superintendent and staff of actual or potential problems involving the School District.
 - (d) Improve communications between the Association and the superintendent and staff.
 - (e) Secure maximum productive and constructive involvement of all administrators in their primary goal, which is the educational process of the School District.
 - (f) Serve as the Contract Maintenance Committee.
- 19-3 The council shall consist of the superintendent of schools, members of the superintendent's immediate staff, the Executive Board of the Association, the President of the Clark County Association of Elementary School Principals, the President of the Clark County Association of Secondary Principals, the non-certified unified administrator appointed to the CCASAPE Representative Council by the CCASAPE President, and others who may be called upon by the superintendent or the Association to attend some of the meetings.
- 19-4 Meetings of the advisory council shall be scheduled at the request of the superintendent or the Association.

19-5 The agenda of each meeting shall be determined in advance. Both the superintendent and the Association may place on the agenda any item dealing with the conduct, policies or welfare of the public schools of Clark County. Notices of meetings of the council shall contain a listing of agenda items, and shall be made available to the council members a minimum of three (3) days prior to the meeting date.

19-6 The Administrators' Advisory Council shall adopt its own operational procedures.

ARTICLE 20 PROFESSIONAL COMPENSATION

20-1 Longevity Steps

20-1-1 An administrator completing ten (10) years of service in the School District will receive an additional one thousand three hundred dollars (\$1300) for which PERS contributions will be made. For the 2010-2011 school year, the \$1,300 longevity stipend will be reduced by 1.5% to \$1,281.

If the administrator begins his/her tenth year at the beginning of the contracted school year, the \$1300 is provided in monthly increments of \$108.33 (\$54.17 per pay period) effective with the first month of the contracted school year.

If the administrator begins his/her tenth year within the contracted school year but prior to February 1, and the effective date of the appointment is at the beginning of the contracted school year, the administrator receives the \$1300 in monthly increments of \$108.33 (\$54.17 per pay period) effective with the first month of the contracted school year. If the administrator begins his/her tenth year within the contracted school year and prior to February 1, but the effective date of the appointment is after the beginning of the contracted school year, the administrator receives monthly increments of \$108.33 (\$54.17 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her tenth year within the contracted year on or after February 1, the administrator receives the \$1300 in monthly increments beginning with the first month of the subsequent contracted school year.

The \$1300 is in addition to the base salary, stipend for doctorate, stipend for student activities, stipend for year-round school administrators, stipend for prime six principals, and all other stipends in effect.

The \$1300 stipend is provided in subsequent years but is discontinued when the administrator begins his/her fifteenth year and becomes eligible for the \$1800 stipend.

20-1-2 An administrator completing fifteen (15) years of service in the School District will receive an additional one thousand eight hundred dollars (\$1800) for which PERS contributions will be made. For the 2010-2011 school year, the \$1,800 longevity stipend will be reduced by 1.5% to \$1,773.

If the administrator begins his/her fifteenth year at the beginning of the contracted school year, the \$1800 is provided in monthly increments of \$150 (\$75.00 per pay period) effective with the first month of the contracted school year.

If the administrator begins his/her fifteenth year within the contracted school year but prior to February 1, and the effective date of the appointment is at the beginning of the contracted school year, the administrator receives the \$1800 in monthly increments of \$150 (\$75.00 per pay period) effective with the first month of the contracted school year. If the administrator begins his/her fifteenth year within the contracted school year and prior to February 1, but the effective date of the appointment is after the beginning of the contracted school year, the administrator receives monthly increments of \$150 (\$75.00 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her fifteenth year within the contracted year on or after February 1, the administrator receives the \$1800 in monthly increments beginning with the first month of the subsequent contracted school year.

The \$1800 is in addition to the base salary, stipend for doctorate, stipend for student activities, stipend for year round school administrators, stipend for prime six principals, and all other stipends in effect.

The \$1800 stipend is provided in subsequent years but is discontinued when the administrator begins his/her twentieth year and becomes eligible for the \$2300 stipend.

- 20-1-3 An administrator completing twenty (20) years of service in the School District will receive an additional two thousand three hundred dollars (\$2300) for which PERS contributions will be made. For the 2010-2011 school year, the \$2,300 longevity stipend will be reduced by 1.5% to \$2,266.

If the administrator begins his/her twentieth year at the beginning of the contracted school year, the \$2300 is provided in monthly increments of \$191.67 (\$95.83 per pay period) effective with the first month of the contracted school year.

If the administrator begins his/her twentieth year within the contracted school year but prior to February 1, and the effective date of the appointment is at the beginning of the contracted school year, the administrator receives the \$2300 in monthly increments of \$191.67 (\$95.83 per pay period) effective with the first month of the contracted year. If the administrator begins his/her twentieth year within the contracted school year and prior to February 1, but the effective date of the appointment is after the beginning of the contracted school year, the administrator receives monthly increments of \$191.67 (\$95.83 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her twentieth year within the contracted year on or after February 1, the administrator receives the \$2300 in monthly increments beginning with the first month of the subsequent contracted school year.

The \$2300 is in addition to the base salary, stipend for doctorate, stipend for student activities, stipend for year round school administrators, stipend for prime six principals, and all other stipends in effect.

The \$2300 stipend is provided in subsequent years but is discontinued when the administrator begins his/her twenty-fifth year and becomes eligible for the \$2800 stipend.

- 20-1-4 An administrator completing twenty-five (25) years of service in the School District will receive an additional two thousand eight hundred dollars (\$2800) for which PERS contributions will be made. For the 2010-2011 school year, the \$2,800 longevity stipend will be reduced by 1.5% to \$2,758.

If the administrator begins his/her twenty-fifth year at the beginning of the contracted school year, the \$2800 is provided in monthly increments of \$233.33 (\$116.67 per pay period) effective with the first month of the contracted school year.

If the administrator begins his/her twenty-fifth year within the contracted school year but prior to February 1, and the effective date of appointment is at the beginning of the contracted school year, the administrator receives the \$2800 in monthly increments of \$233.33 (\$116.67 per pay period) effective with the first month of the contracted year. If the administrator begins his/her twenty-fifth year within the contracted school year and prior to February 1, but the effective date of appointment is after the beginning of the contracted school year, the administrator receives monthly increments of \$233.33 (\$116.67 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her twenty-fifth year within the contracted year on or after February 1, the administrator receives the \$2800 in monthly increments beginning with the first month of the subsequent contracted school year.

The \$2800 is in addition to the base salary, stipend for doctorate, stipend for student activities, stipend for year round school administrators, stipend for prime six principals, and all other stipends in effect.

The \$2800 stipend is provided in subsequent years but is discontinued when the administrator begins his/her thirtieth year and becomes eligible for the \$4000 stipend.

- 20-1-5 Beginning with the 2008-2009 school year, an administrator completing thirty (30) years of service in the School District will receive an additional four thousand dollars \$4,000 for which PERS contributions will be made. For the 2010-2011 school year, the \$4,000 longevity stipend will be reduced by 1.5% to \$3,940.

If the administrator begins his/her thirtieth year at the beginning of the contracted school year, the \$4,000 is provided in monthly increments of \$333.33 (\$166.67 per pay period) effective with the first month of the contracted school year.

If the administrator begins his/her thirtieth year within the contracted school year but prior to February 1, and the effective date of appointment is at the beginning of the contracted school year, the administrator receives the

\$4,000 in monthly increments of \$333.33 (\$166.67 per pay period) effective with the first month of the contracted year. If the administrator begins his/her thirtieth year within the contracted school year and prior to February 1, but the effective date of appointment is after the beginning of the contracted school year, the administrator receives monthly increments of \$333.33 (\$166.67 per pay period) effective with the first pay period as an administrator. If the administrator, regardless of the date of the administrative appointment, begins his/her thirtieth year within the contracted year on or after February 1, the administrator receives the \$4,000 in monthly increments beginning with the first month of the subsequent contracted school year.

The \$4,000 is in addition to the base salary, stipend for doctorate, stipend for student activities, stipend for year round school administrators, stipend for prime six principals, and all other stipends in effect.

The \$4,000 stipend is provided in the subsequent years of employment as an administrator of the School District.

- 20-2 A principal who is assigned to a year round school shall receive an additional stipend of three thousand dollars (\$3000) for which PERS contributions will be made. Assignments of less than a full contract year shall be prorated. For the 2010-2011 school year, the \$3,000 additional stipend will be reduced by 1.5% to \$2,955.

When a principal is assigned to open a new year round school, the stipend shall be paid throughout the transition.

The Memorandum of Understanding, jointly agreed to by CCSD and CCASAPE, outlines the transition of year round school principals working twelve (12) months to a contract year in which they will work eleven (11) months.

- 20-3 The principals of Spring Mountain School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, and Sandy Valley High School shall receive a student activity stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to this stipend when a principal is transferred out of these schools. Assignments of less than a full contract year shall be prorated. For the 2010-2011 school year, the \$2,000 student activity stipend will be reduced by 1.5% to \$1,970.

Senior high assistant principals and senior high deans who are routinely assigned more than 20 hours of work a month beyond their eight- (8) hour work day shall be eligible for an additional stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. For the 2010-2011 school year, the \$2,000 additional stipend will be reduced by 1.5% to \$1,970. There is no entitlement to this stipend when an administrator no longer serves as a senior high school assistant principal or senior high school dean. Assignments of less than a full contract year shall be prorated.

- 20-4 A principal who is assigned to a Prime 6 school shall receive an additional stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to this stipend when a principal is transferred out of a Prime 6 school. Assignments of less than a full contract year shall be prorated. Principals appointed to Prime 6 schools after July 1, 2008, will not be eligible for the two thousand dollar (\$2,000) stipend. For the 2010-2011 school year, the \$2,000 additional stipend will be reduced by 1.5% to \$1,970.

20-5 Administrators holding a doctorate degree from an accredited institution and valid for Nevada certification will receive a \$1,000 stipend for the 2008-2009 school year for which PERS contributions will be made. For the 2009-2010 school year and thereafter, the \$1,000 stipend will increase to a \$1,500 stipend for which PERS contributions will be made. Assignments of less than a full contract year shall be prorated. For the 2010-2011 school year, the \$1,500 stipend will be reduced by 1.5% to \$1,478.

20-6 Administrators who voluntarily participate as a member of the Administrator Training Cadre of the Administrative Development Department, Curriculum and Professional Development Division, shall receive additional stipend(s) of one thousand dollars (\$1,000), seven hundred fifty dollars (\$750), five hundred dollars (\$500), three hundred seventy five dollars (\$375), and/or two hundred fifty dollars (\$250) as identified in the following schedule. It is recognized that a person may receive more than one stipend. The School District shall pay these administrators in one check in July and the stipend is not subject to PERS payment. This payment does not establish, nor should it be construed to establish, any property rights, nor any expectation of continuation.

LEVEL I –\$1,000

- ▶ University/CCSD Administrative Cohort Liaison (1)
- ▶ K-12 Administrative Leadership Lead Design Team Member (1)

LEVEL II –\$750

- ▶ K-12 Administrative Leadership

LEVEL III – \$500

- ▶ Module Training K-12 (4 1/2 to 8 days)

LEVEL IV– \$375

- ▶ Administrative Leadership – Elementary Focus
- ▶ Administrative Leadership – Secondary Focus

LEVEL V – \$250

- ▶ Successful Beginnings
- ▶ Elementary Assistant Principals' Initial Service Training
- ▶ Elementary Principals' Initial Service Training
- ▶ Secondary Deans' Initial Service Training
- ▶ Secondary Assistant Principals' Initial Service Training
- ▶ Mentoring and Coaching
- ▶ Module Training K-12 (1/2 to 4 days)

Persons volunteering to provide singular presentations will not be compensated.

Persons participating in Levels I – V training or as presenters shall be granted PDE credits through the Instruction Unit. One PDE credit shall be granted for each 16 hours of training and/or presentations.

This schedule can be modified at any time with mutual agreement of both parties.

20-7 A principal who is assigned to a school operating on a double session or a flexible double session schedule shall receive an additional stipend of two thousand dollars (\$2,000) for which PERS contributions will be made. There is no entitlement to the stipend when a school is no longer on double sessions or when the principal is transferred from the double session school. Assignments of less than a full contract year shall be prorated. For the 2010-2011 school year, the \$2,000 additional stipend will be reduced by 1.5% to \$1,970.

Principals of separate schools which are sharing the same campus are not eligible for the stipend unless the separate schools are on a double session or a flexible double session schedule.

A principal who is assigned to two sites, one of which is a rural site, shall receive an additional stipend of three thousand dollars (\$3,000) for which PERS contributions will be made. For the 2010-2011 school year, the \$3,000 additional stipend will be reduced by 1.5% to \$2,955. There is no entitlement to the stipend when a principal is no longer assigned to two sites, one of which is a rural site. Assignments of less than a full contract year shall be prorated.

20-8 For the 2009-2010 contract year, the compensation for administrators covered by this Agreement shall be as follows:

Effective with the first paycheck in July 2009 for 12-month employees and August 2009 for 10- and 11-month employees, the Administrative and Professional-technical Salary Schedules shall be decreased .5% from the salary schedule in effect for the 2008-2009 school year. This decrease will be utilized to cover the .5% employee increase for PERS in the 2009-2010 school year.

20-9 For the 2010-2011 school year, the compensation for administrators covered by this Agreement shall be as follows:

Effective with the first paycheck in July 2010 for 12-month employees and August 2010 for 10- and 11-month employees, the Administrative and Professional-technical Salary Schedules shall be decreased 1.5% from the salary schedule in effect for the 2008-2009 school year. At the conclusion of the 2010-2011 school year, the salary schedule will return to the salary schedule in effect for the 2008-2009 school year and the .5% PERS employee increase will be paid by the District for the 2010-2011 school year and each school year thereafter. Any future PERS increases or decreases will be resolved through the collective bargaining process.

20-10 Responsibility Pay

Any administrator who is officially assigned in writing by the appropriate deputy superintendent for a period of ten (10) or more consecutive days to perform all of the duties and responsibilities of an absent administrator who is at a higher salary range shall receive a payment retroactive to the first day of the assignment at a rate of pay ten percent (10%) higher than the administrator's present daily rate of pay. It is not intended that the reassignment of an administrator to perform all of the duties of an absent administrator will cause a chain reaction of reassignments.

An exception to the ten percent (10%) increase exists if the position being filled is paid at a rate of less than ten percent (10%) higher than the range of the administrator filling the position. No administrator shall receive a greater increase under this article than would be received for a regular assignment.

20-11 Classification and Reclassification

Classification is the placement of an administrator or professional-technical employee on the Administrative or Professional-technical Salary Schedules respectively.

Reclassification is the movement of an existing administrator or professional-technical employee on the Administrative or Professional-technical Salary Schedule based on significant changes in the duties and responsibilities from the duties and responsibilities of the position as identified in the job description for which the administrator or professional-technical employee was initially hired.

20-11-1 Classification Committee

- A. The following administrators or professional-technical employees will serve on the Classification Committee:
 - (1) Chief Human Resources Officer, Human Resources Division
 - (2) Executive Director, Clark County Association of School Administrators and Professional-technical Employees
 - (3) Two School-based Administrators
 - (4) One Non School-based Administrator
 - (5) One Non School-based Professional-technical Employee
- B. The Chief Human Resources Officer, Human Resources Division, and the Executive Director, Clark County Association of School Administrators and Professional-technical Employees, will be permanent members of the committee. The remaining four members will serve until replaced by mutual agreement of the School District and the Association.

20-11-2 Creation of New Positions

- A. The superintendent, deputy superintendents, associate superintendents, region superintendents or assistant superintendents will submit a request for classification for a proposed new administrative or professional-technical position and a duties and responsibilities questionnaire for the new position to the Chief Human Resources Officer, Human Resources Division.
- B. The questionnaire will be analyzed and points assigned by the Human Resources Division using the approved criteria which may include market factors.
- C. The Classification Committee will be convened to review the analysis and the points assigned by the Human Resources Division. The Classification Committee will seek clarification for the position as needed.
- D. The final calculation of the Classification Committee will be submitted to the Superintendent. The Superintendent will determine if the position will be submitted to the Business and Finance Services Division for inclusion in the budget process.
- E. The Superintendent's recommendation will be submitted to the Business and Finance Services Division.

- F. The position will be implemented in the next school year. Positions requiring an immediate creation can be created with the approval of the Superintendent.
- G. There is no appeal of the Classification Committee's final calculation, other than verification of its accuracy.

20-11-3 Requested Review of Existing Non Site-based Positions

- A. The superintendent, deputy superintendents, associate superintendents, region superintendents or assistant superintendents of the relevant position may request a review of salary-range placement of an existing position.
- B. The procedure for requesting salary-range placement review is as follows:
 - (1) The superintendent, deputy superintendents, associate superintendents, region superintendents or assistant superintendents sends a written request for the review with a rationale for the request and the position questionnaire to the Human Resources Division.
 - (2) All position incumbents will be asked to submit the position description questionnaire.
 - (3) The questionnaires will be analyzed and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
 - (4) The Classification Committee will be convened to review the analysis, and, if appropriate, recommend revisions.
 - (5) The final calculation of the Classification Committee will be submitted to the Superintendent. The Superintendent will determine if the salary-range placement change will be submitted to the Business and Finance Services Division for inclusion in the budget process.
 - (6) The Superintendent's recommendation will be submitted to the Business and Finance Services Division.
 - (7) The salary-range placement change will be implemented in the next school year. The administrator's salary placement will result in a one step increase.
 - (8) There is no appeal of the Classification Committee's final calculation, other than verification of its accuracy.

20-11-4 Annual Review of Non Site-based Positions

- A. During the month of April each year, the superintendent, deputy superintendents, associate superintendents, region superintendents or assistant superintendents will review the administrative and professional-technical positions within his/her area of responsibility and certify that the positions remain essentially the same.

- B. If the review of the position by the superintendent, deputy superintendents, associate superintendents, region superintendents or assistant superintendents reveals that the position has changed significantly, a new job description must be developed and both the old job description and the new job description will be submitted to the Human Resources Division by May 1.
 - (1) The new job description will be analyzed and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
 - (2) In June the Classification Committee will be convened to review the analysis of the new job description, and, if appropriate, recommend revisions.
 - (3) If the results of the point system place the administrator higher than his/her current salary-range placement, the administrator will be moved to the appropriate salary-range placement effective the 1st day of the contract year for that administrator. The administrator's salary placement will result in a one step increase.
 - (4) If the results of the point system place the administrator lower than his/her current salary-range placement, the administrator will be grandfathered in the position at the current salary-range placement. When the position is vacated, it will be advertised at the appropriate salary-range placement.

20-11-5 Annual Review of Site-based Principal Positions

- A. On or shortly after state-count day, or when enrollment is finalized for funding purposes, the Human Resources Division will review the results of the point system applied to each school, taking into consideration all information available.
- B. If the results place the principal higher than his/her current salary-range placement for the school year, the principal will be moved to the appropriate salary-range placement effective retroactively to the beginning of the contract year. The administrator's salary placement will result in a one step increase.
- C. If the results of the point system place the principal lower than his/her current salary-range placement, the principal will remain at his/her current placement for the remainder of the year. The principal will not be required to transfer from the school, despite his/her higher salary-range placement until the principal has been assigned as the principal of the school for a total of three years. If
 - (1) the point system places the principal lower than his/her current salary-range placement;
 - (2) the principal has remained in the assignment for the remainder of the initial year;
 - and (3) the principal has been assigned as the principal for three years,the School District may
 - (1) reassign the principal to a school in which the principal's salary-range placement is commensurate with the identified salary-range placement for the school;
 - (2) allow the principal to request to remain in the same school and receive a lower

salary-range placement as prescribed by the point system; or (3) leave the principal in the same school at his/her current salary-range placement.

- D. If the principal requests a transfer to a site at which the principal's salary-range placement is at a lower salary-range placement than the principal's current position, he/she will be moved to the appropriate salary-range placement and receive the salary to which the position is entitled.
- E. If the principal is transferred, and has not requested such transfer, to a site at which the principal's salary-range placement is at a lower placement than the principal's current salary-range placement, he/she will remain at his/her current salary-range placement.
- F. A principal selected to open a new school will receive no less than his/her current salary-range placement for three years. The new school's salary-range placement will be determined on or shortly after state-count day, or when enrollment is finalized for funding purposes. If the results of the point system places the principal higher than his/her current placement for the school year, the principal will be moved to the appropriate salary-range placement effective retroactively to the beginning of the contract year.

20-11-6 The superintendent may override the Committee's recommendations only by one of the following:

- A. Submitting in writing to the Committee an explanation of the factual circumstances warranting a change in the Committee's recommendations; or
- B. Establishing actual evidence of the inability to locate a qualified candidate after a regularly conducted personnel search; or
- C. Approval by the Board of School Trustees.

CLARK COUNTY SCHOOL DISTRICT
2009-2010 ADMINISTRATIVE SALARY SCHEDULE
MONTHLY SALARIES (12 MONTH)
.5% SALARY DECREASE ON FY 2008-2009 WITH PERS PAID

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G*
52	9,967	10,470	10,997	11,547	12,125	12,730	13,368
51	9,492	9,967	10,470	10,997	11,547	12,125	12,730
50	9,048	9,492	9,967	10,470	10,997	11,547	12,125
49	8,617	9,048	9,492	9,967	10,470	10,997	11,547
48	8,205	8,617	9,048	9,492	9,967	10,470	10,997
47	7,815	8,205	8,617	9,048	9,492	9,967	10,470
46	7,442	7,815	8,205	8,617	9,048	9,492	9,967
45	7,098	7,442	7,815	8,205	8,617	9,048	9,492
44	6,760	7,098	7,442	7,815	8,205	8,617	9,048
43	6,435	6,760	7,098	7,442	7,815	8,205	8,617
42	6,124	6,435	6,760	7,098	7,442	7,815	8,205
41	5,837	6,124	6,435	6,760	7,098	7,442	7,815
40	5,553	5,837	6,124	6,435	6,760	7,098	7,442
39	5,291	5,553	5,837	6,124	6,435	6,760	7,098
38	5,046	5,291	5,553	5,837	6,124	6,435	6,760
37	4,798	5,046	5,291	5,553	5,837	6,124	6,435
36	4,576	4,798	5,046	5,291	5,553	5,837	6,124

*Eligibility for this step requires that the administrator has been on any Step F for four years, is beginning his/her 18th year in the School District during the contracted school year, and the adjusted hire date and the effective date of the administrative appointment is prior to February 1. If the adjusted hire date is February 1 or after, the administrator will be placed on Step G at the beginning of the subsequent year.

An employee who is placed on the Administrative Salary Schedule prior to February 1 will advance to the next step on the Administrative Salary Schedule at the beginning of each contract year providing the employee is satisfactorily performing the responsibilities of the position as determined by the annual evaluation.

Employees who receive their initial appointment to the Administrative Salary Schedule on or after February 1 will continue on the same step for the following school year.

An administrator who is assigned to a different range at any time during the year is entitled to the normal step increase in the subsequent year.

Administrators holding a doctoral degree from an accredited institution will receive an additional \$1,500 stipend for which Public Employees Retirement System (PERS) contributions will be made. Administrators completing the following years of School District service will be eligible for longevity compensation for which PERS contributions will be made.

<u>District Service</u>	<u>Amount</u>
10 Years	\$1,300
15 Years	\$1,800
20 Years	\$2,300
25 Years	\$2,800
30 Years	\$4,000

A principal who is assigned either to a Prime 6 school, Spring Mountain High School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, or to a double session or flexible double session schedule shall receive an additional stipend of \$2,000 for which PERS contributions will be made. A \$2,000 stipend will be provided to eligible senior high school deans and assistant principals. A principal who is assigned to a year-round school shall receive an additional stipend of \$3,000 for which PERS contributions will be made.

CLARK COUNTY SCHOOL DISTRICT
2010-2011 ADMINISTRATIVE SALARY SCHEDULE
MONTHLY SALARIES (12 MONTH)
1.5% SALARY DECREASE ON FY 2008-2009 WITH PERS PAID

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G*
52	9,867	10,365	10,886	11,431	12,003	12,602	13,233
51	9,397	9,867	10,365	10,886	11,431	12,003	12,602
50	8,957	9,397	9,867	10,365	10,886	11,431	12,003
49	8,530	8,957	9,397	9,867	10,365	10,886	11,431
48	8,122	8,530	8,957	9,397	9,867	10,365	10,886
47	7,736	8,122	8,530	8,957	9,397	9,867	10,365
46	7,367	7,736	8,122	8,530	8,957	9,397	9,867
45	7,027	7,367	7,736	8,122	8,530	8,957	9,397
44	6,692	7,027	7,367	7,736	8,122	8,530	8,957
43	6,370	6,692	7,027	7,367	7,736	8,122	8,530
42	6,063	6,370	6,692	7,027	7,367	7,736	8,122
41	5,778	6,063	6,370	6,692	7,027	7,367	7,736
40	5,497	5,778	6,063	6,370	6,692	7,027	7,367
39	5,238	5,497	5,778	6,063	6,370	6,692	7,027
38	4,995	5,238	5,497	5,778	6,063	6,370	6,692
37	4,750	4,995	5,238	5,497	5,778	6,063	6,370
36	4,530	4,750	4,995	5,238	5,497	5,778	6,063

*Eligibility for this step requires that the administrator has been on any Step F for four years, is beginning his/her 18th year in the School District during the contracted school year, and the adjusted hire date and the effective date of the administrative appointment is prior to February 1. If the adjusted hire date is February 1 or after, the administrator will be placed on Step G at the beginning of the subsequent year.

An employee who is placed on the Administrative Salary Schedule prior to February 1 will advance to the next step on the Administrative Salary Schedule at the beginning of each contract year providing the employee is satisfactorily performing the responsibilities of the position as determined by the annual evaluation.

Employees who receive their initial appointment to the Administrative Salary Schedule on or after February 1 will continue on the same step for the following school year.

An administrator who is assigned to a different range at any time during the year is entitled to the normal step increase in the subsequent year.

For the 2010-2011 school year, all PERS eligible stipends will be decreased by 1.5%.

Administrators holding a doctoral degree from an accredited institution will receive a \$1,500 stipend for which Public Employees Retirement System (PERS) contributions will be made. Administrators completing the following years of School District service will be eligible for longevity compensation for which PERS contributions will be made.

<u>District Service</u>	<u>Amount</u>
10 Years	\$1,300
15 Years	\$1,800
20 Years	\$2,300
25 Years	\$2,800
30 Years	\$4,000

A principal who is assigned either to a Prime 6 school, Spring Mountain High School, Boulder City High School, Indian Springs High School, Laughlin High School, Moapa Valley High School, Virgin Valley High School, Sandy Valley High School, or to a double session or flexible double session schedule shall receive an additional stipend of \$2,000 for which PERS contributions will be made. A \$2,000 stipend will be provided to eligible senior high school deans and assistant principals. A principal who is assigned to a year-round school shall receive an additional stipend of \$3,000 for which PERS contributions will be made.

CLARK COUNTY SCHOOL DISTRICT
2009-2010 PROFESSIONAL-TECHNICAL (PT) SALARY SCHEDULE
MONTHLY SALARIES (12 MONTH)
.5% SALARY DECREASE ON FY 2008-2009 WITH PERS PAID

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G*
44	6,760	7,098	7,442	7,815	8,205	8,617	9,048
43	6,435	6,760	7,098	7,442	7,815	8,205	8,617
42	6,124	6,435	6,760	7,098	7,442	7,815	8,205
41	5,837	6,124	6,435	6,760	7,098	7,442	7,815
40	5,553	5,837	6,124	6,435	6,760	7,098	7,442
39	5,291	5,553	5,837	6,124	6,435	6,760	7,098
38	5,046	5,291	5,553	5,837	6,124	6,435	6,760
37	4,798	5,046	5,291	5,553	5,837	6,124	6,435
36	4,576	4,798	5,046	5,291	5,553	5,837	6,124
35	4,350	4,576	4,798	5,046	5,291	5,553	5,837
34	4,136	4,350	4,576	4,798	5,046	5,291	5,553
33	3,946	4,136	4,350	4,576	4,798	5,046	5,291
32	3,752	3,946	4,136	4,350	4,576	4,798	5,046
31	3,570	3,752	3,946	4,136	4,350	4,576	4,798
30	3,405	3,570	3,752	3,946	4,136	4,350	4,576
29	3,237	3,405	3,570	3,752	3,946	4,136	4,350
28	3,082	3,237	3,405	3,570	3,752	3,946	4,136

*Eligibility for this step requires that the PT employee has been on any Step F for four years, is beginning his/her 18th year in the School District during the contracted school year, and the adjusted hire date and the effective date of the PT employee appointment is prior to February 1. If the adjusted hire date is February 1 or after, the PT employee will be placed on Step G at the beginning of the subsequent year.

An employee who is placed on the Professional-technical Salary Schedule prior to February 1 will advance to the next step on the Professional-technical Salary Schedule at the beginning of each contract year providing the employee is satisfactorily performing the responsibilities of the position as determined by the annual evaluation.

Employees who receive their initial appointment to the Professional-technical Salary Schedule on or after February 1 will continue on the same step for the following school year.

A professional-technical employee who is assigned to a different range at any time during the year is entitled to the normal step increase in the subsequent year.

Professional-technical employees holding a doctoral degree from an accredited institution will receive an additional \$1,500 stipend for which Public Employees Retirement System (PERS) contributions will be made. Professional-technical employees completing the following years of School District service will be eligible for longevity compensation for which PERS contributions will be made.

<u>District Service</u>	<u>Amount</u>
10 Years	\$1,300
15 Years	\$1,800
20 Years	\$2,300
25 Years	\$2,800
30 Years	\$4,000

CLARK COUNTY SCHOOL DISTRICT
2010-2011 PROFESSIONAL-TECHNICAL (PT) SALARY SCHEDULE
MONTHLY SALARIES (12 MONTH)
1.5% SALARY DECREASE ON FY 2008-2009 WITH PERS PAID

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G*
44	6,692	7,027	7,367	7,736	8,122	8,530	8,957
43	6,370	6,692	7,027	7,367	7,736	8,122	8,530
42	6,063	6,370	6,692	7,027	7,367	7,736	8,122
41	5,778	6,063	6,370	6,692	7,027	7,367	7,736
40	5,497	5,778	6,063	6,370	6,692	7,027	7,367
39	5,238	5,497	5,778	6,063	6,370	6,692	7,027
38	4,995	5,238	5,497	5,778	6,063	6,370	6,692
37	4,750	4,995	5,238	5,497	5,778	6,063	6,370
36	4,530	4,750	4,995	5,238	5,497	5,778	6,063
35	4,306	4,530	4,750	4,995	5,238	5,497	5,778
34	4,095	4,306	4,530	4,750	4,995	5,238	5,497
33	3,907	4,095	4,306	4,530	4,750	4,995	5,238
32	3,714	3,907	4,095	4,306	4,530	4,750	4,995
31	3,534	3,714	3,907	4,095	4,306	4,530	4,750
30	3,371	3,534	3,714	3,907	4,095	4,306	4,530
29	3,204	3,371	3,534	3,714	3,907	4,095	4,306
28	3,051	3,204	3,371	3,534	3,714	3,907	4,095

*Eligibility for this step requires that the PT employee has been on any Step F for four years, is beginning his/her 18th year in the School District during the contracted school year, and the adjusted hire date and the effective date of the PT employee appointment is prior to February 1. If the adjusted hire date is February 1 or after, the PT employee will be placed on Step G at the beginning of the subsequent year.

An employee who is placed on the Professional-technical Salary Schedule prior to February 1 will advance to the next step on the Professional-technical Salary Schedule at the beginning of each contract year providing the employee is satisfactorily performing the responsibilities of the position as determined by the annual evaluation.

Employees who receive their initial appointment to the Professional-technical Salary Schedule on or after February 1 will continue on the same step for the following school year.

A professional-technical employee who is assigned to a different range at any time during the year is entitled to the normal step increase in the subsequent year.

For the 2010-2011 school year, all PERS eligible stipends will be decreased by 1.5%.

Professional-technical employees holding a doctoral degree from an accredited institution will receive a \$1,500 stipend for which Public Employees Retirement System (PERS) contributions will be made. Professional-technical employees completing the following years of School District service will be eligible for longevity compensation for which PERS contributions will be made.

<u>District Service</u>	<u>Amount</u>
10 Years	\$1,300
15 Years	\$1,800
20 Years	\$2,300
25 Years	\$2,800
30 Years	\$4,000

**ARTICLE 21
HEALTH AND WELFARE BENEFITS AND TRUST**

21-1 Health and Welfare Trust

21-1-1 Whereas the Association has previously established a School Administrators' and Professional-technical Employees' Welfare Trust (hereinafter the "Trust"), the District agrees to contribute the amounts set forth in this Article to the Trust, or its designee(s), for purposes of providing health benefits, life insurance benefits, unused sick leave benefits, retiree health reimbursement benefits, long term care benefits and/or such other benefits as determined by the Trust's Board of Trustees, on behalf of all Covered Employees. The contributions shall be made monthly, by the 25th day of each month.

21-1-2 The Trust shall comply with all applicable federal and state laws and shall maintain its tax-qualified status under section 501(c) of the Internal Revenue Code.

The Trust shall be audited annually and a copy of each annual audit report shall be provided to the District within sixty (60) days after the Trustees receive the final annual audit report.

21-1-3 The District agrees to make contributions to the Trust as set forth in this Article. All costs of operating, administering and providing benefits from the Trust shall be paid by the Trust, and the District shall have no liability for any such costs.

21-1-4 The Trust is solely responsible for accounting and distribution of contributions made to the Trust by the District under this Article. The Trust's Board of Trustees is solely responsible in its discretion for the administration of the Trust, the selection of Trust benefits, increases or decreases in benefit costs, decisions regarding type and amount of benefits, Trust participants' costs for benefits, eligibility for benefits, the continuation, alteration or elimination of benefits for Covered Employees and retirees, and all other aspects of Trust operation. The description of any particular benefit in this Agreement shall not impede the Trustees' discretion as provided in this Article.

During the terms of this agreement, and in accordance with the provisions of NRS 288.217, either party shall negotiate with the other regarding any proposed substantive health benefit changes. This Article may be reopened for this specific purpose, at any time, by one party notifying the other that it wishes to reopen negotiations for such purposes.

21-1-5 It is recognized by the parties that the District, in agreeing to make contributions to the Trust as described in this Article is not, thereby, participating in determining how the contributions to the Trust shall be used or any other matter set forth in Article 21-1-4. The parties agree that the District's only obligation regarding the Trust is to contribute the sums agreed to in the manner specified in this Article.

21-1-6 The District is not a party to any contract of insurance between the Trust, any insurance carrier, administrator or provider of care. The parties agree that, as a condition of the District making, and the Trust accepting, the contributions set forth in this Article, the Association and the Trust must

hold the District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, including attorneys' fees, arising from the operation of the Trust.

21-1-7 As to all contributions and benefits described in this Article, the District agrees to provide associated payroll deduction options to Covered Employees, and such reasonable record keeping and verification of employment as may be required for accurate accounting and administration of contributions and benefits by the Trust.

21-1-8 Eligibility and qualifications to participate in the Trust's benefit plans shall be as determined in the sole discretion of the Trust, except that the following classes of employees and retirees shall be eligible to participate in the Trust's benefit plans:

21-1-8-1 All Covered Employees;

21-1-8-2 All retired Covered Employees who elect to participate in the Trust's benefit plans upon retirement provided that they are receiving a Nevada PERS pension at that time;

21-1-8-3 The District Superintendent and members of the District's Board of Trustees;

21-1-8-4 The retired District Superintendent provided he or she is a participant in the Trust's benefit plans upon retirement and provided that he or she is receiving a Nevada PERS pension at that time;

21-1-8-5 All retired Covered Employees who are eligible for Medicare Part A and Part B and elect to participate in the Trust's Medicare Eligible Plan. They must be receiving a Nevada PERS pension and must be living in the State of Nevada.

21-2 Health Benefits

21-2-1 The District agrees to contribute to the Trust the following amounts for Covered Employees participating in the Trust's health benefits:

July 1, 2004:	\$501.17
Jan. 1, 2006:	\$538.99
July 1, 2006:	\$552.77
July 1, 2007:	\$608.36
July 1, 2008:	\$670.62
July 1, 2009:	\$670.62
July 1, 2010:	\$670.62

The foregoing amounts include the required monthly contribution for the \$50,000 life insurance policy and the long term disability benefits described in Article 21-3.

During the 2008-2009, 2009-2010, and 2010-2011 contract years the Association will not request any contributions from the School District for health benefits that exceed the amounts allocated per School District Employees in the Department of Education Budget during each respective

contract year. If the School District requests that negotiations be reopened under Article 21-1-4 for the purpose of adding benefits, the School District will provide any additional contributions to provide the increased benefit.

21-2-2 Any Covered Employee who is otherwise eligible for the Trust's health benefits but who instead elects to participate in a different District or employee association health plan may have the CCASAPE-negotiated contribution set forth in Article 21-2-1 paid by the District to that plan. Only the portion of the contribution required for coverage in the other plan, for the Covered Employee and his or her dependents, may be paid to such other plan. Any excess amount shall be paid to the Trust.

21-3 \$50,000 Life Insurance Policy and Long Term Disability

21-3-1 The \$50,000 life insurance policy is a life insurance benefit included in the Trust's health benefits plans, along with a long term disability benefit. The District makes no separate contribution to the Trust for these benefits, and Covered Employees who have elected to participate in a different health plan pursuant to Article 21-2-2 are not eligible for these benefits.

21-3-2 Each payday, an amount equal to one half of the required monthly premium for the \$50,000 life insurance policy and the long term disability benefit shall be added to the participating Covered Employee's payday income as additional taxable earnings. Each payday, the District shall deduct one-half of the required monthly premium from each participating Covered Employee's paycheck, on an after-tax basis, and remit it to the Trust as part of the monthly health benefits contribution set forth in Article 21-2-1.

21-4 \$100,000 Life Insurance Policy and Long Term Care

21-4-1 The District shall contribute \$35 per month for each Covered Employee for the \$100,000 life insurance policy and long term care benefit, as described in Article 21-4-2.

21-4-2 Each payday, one fourth of the required contribution stated in Article 21-4-1 shall be added to the Covered Employee's payday income as additional taxable earnings. Each payday, the District shall deduct one-fourth of the required contribution from each Covered Employee's paycheck, on an after-tax basis (\$8.75), and include such amounts (\$17.50) in the monthly remittance to the Trust, along with the other, pre-tax, half (\$17.50) of the required contribution of \$35.

21-5 Retiree Health Reimbursement

21-5-1 In 2007-2008, the District shall contribute to the Trust the sum of \$6.29 per month on behalf of each Covered Employee for purposes of a retiree health reimbursement benefit to assist eligible retirees with the costs of health coverage. In 2008-2009, the District shall contribute to the Trust the sum of \$6.54 per month on behalf of each covered employee.

21-5-2 The required contribution set forth in Article 21-5-1 shall be automatically increased in the same percentage as any general salary increases that result from future negotiations beginning with the 2009-2010 contract year.

21-6 Unused Sick Leave

21-6-1 In 2007-2008, the District shall contribute the sum of \$7.21 per month on behalf of each Covered Employee for purposes of a retiree unused sick leave reimbursement plan for eligible retirees. In 2008-2009, the District shall contribute to the Trust the sum of \$7.50 per month on behalf of each covered employee.

21-6-2 The required contribution set forth in Article 21-6-1 shall be automatically increased in the same percentage as any general salary increases that result from future negotiations beginning with the 2009-2010 contract year.

**ARTICLE 22
PUBLIC EMPLOYEES RETIREMENT SYSTEM**

22-1 Continuing the provision begun with the Agreement for school year 1975-76, the School District will pay, beginning with the first day of contracted school years 1987-89, the standard employee and employer contribution to social security and Medicare as required, as well as, the employee and employer contribution to the Public Employees Retirement System for a total of 21.50% for school years 2009-2010 and 2010-2011 for each administrator covered by this Agreement.

It is understood that half of the PERS contribution is paid with School District funds and half is paid on behalf of the employee with employee funds agreed upon in previous and current collective bargaining agreements.

**ARTICLE 23
PROHIBITIVE PRACTICES**

23-1 Administrative personnel covered by this Agreement and the Association agree not to utilize the services of any School District administrator during the administrator's work day or use any School District equipment that will in any way benefit the administrator or the Association personally during the normal work day.

23-2 No services performed for eligible administrative members and the Association shall be paid for by the School District.

23-3 No Association business or activities shall be conducted during the administrator's working hours except as provided in Article 4 and Article 7 of this Agreement.

23-4 Abuses by administrators of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.

**ARTICLE 24
NO STRIKES/WORK STOPPAGES**

24-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.

**ARTICLE 25
GENERAL SAVINGS CLAUSE**

- 25-1 If any provision of this Agreement or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE 26
REDUCTION IN FORCE**

- 26-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be reduced in force and the positions within a division, area, or unit in which such reductions in force will occur. The Administrators' Advisory Council will serve in an advisory capacity to the superintendent and to the cabinet regarding this paragraph as provided for in Article 19 of the current Agreement.

- 26-2 Subject to the determinations in 26-1 above, the School District agrees to the following:

26-2-1 Administrators who volunteer to leave from the positions within a division, area, or unit affected by the reduction in force will be the first to be reduced in force.

26-2-2 If the necessary reductions cannot be made through attrition and/or resignation, then administrators who have been twice rated as unsatisfactory within the last two (2) successive contract years will next be reduced in force; provided, however, for purposes of this section, the two (2) unsatisfactory evaluations relied upon cannot occur within a six- (6) month period and must occur in different contract years.

26-2-3 Any additional reduction in force of an administrator shall be determined by using the following criteria in rank order listed to designate the least senior administrator who will next be reduced in force:

26-2-3-1 First Criterion - Seniority as an administrator, on the administrative or professional-technical salary schedule, within the School District. Seniority as an administrator shall be determined by the initial hire date as an administrator, having continuous service since that date, as determined by Human Resources. If service is not continuous, the seniority date as an administrator shall be adjusted by extending the initial hire date as an administrator by adding the missing time as a School District administrator to identify the adjusted hire date as an administrator.

26-2-3-2 Second Criterion - Seniority by administrative position title within the division, area, or unit, range, and length of contract. Seniority by administrative position title shall be determined by the initial hire date in the administrative position, having continuous service since that date, as determined by Human Resources. If service is not continuous, the seniority date in the administrative position shall be adjusted by extending the initial hire date in the position by adding the missing time in the position to identify the adjusted hire date in the position.

An administrator who moves to a new position retains the same seniority of the previous position(s) for ten (10) years. The years of seniority in the new position will be added to the years of seniority in the previous position(s). The combined years of seniority will be utilized in reassigning the administrator to the previous position.

26-2-3-3 Third Criterion - Seniority in the School District. Seniority in the School District shall be determined by the initial hire date as a School District employee, having continuous service since that date, as determined by Human Resources. If service is not continuous, the seniority date as a School District employee shall be adjusted by extending the initial hire date by adding the missing time as a School District employee to identify the adjusted hire date in the School District.

26-2-3-4 In the event that steps 26-2-3-1 through 26-2-3-3 do not identify the administrator or administrators for the reduction in force, the administrator or administrators remaining in step 26-2-3-3 will participate in a lottery designed by the School District and the Association to select the administrator or administrators for the reduction in force.

26-2-4 An administrator who is affected by a reduction in force procedure will be assigned to another vacant administrative position or to a position which is being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by Human Resources. The position must be at the same range, length of contract, and in the same division, area, or unit. If no such position is available, the administrator becomes eligible to be assigned to a position at the same range and length of contract in another division, area, or unit. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by Human Resources.

If a position at the same range and length of contract is not available, using the process outlined above, the administrator will be assigned to an administrative position at the same range but with a shorter individual contract within the division, area, or unit. If no such position is available in the same division, area, or unit, the administrator becomes eligible to be assigned to a position at the same range, but with a shorter individual contract in another division, area, or unit. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by Human Resources.

If no such position is available, the administrator becomes eligible for a vacant administrative position within the division, area, or unit at the next lower range, or for a position at the next lower range, which is being filled by an administrator with less seniority as an administrator, and at an equivalent or shorter individual contract. Seniority as an administrator will be determined by Article 26-2-3. If there is no position at the next lower range at an equivalent or shorter individual contract within the division, area, or unit, the administrator is eligible for the position at the lower range without regard to the length of the individual contract. The administrator to be assigned must have the required license and meet the minimum

qualifications for the position, as determined by Human Resources. This procedure will be repeated within the division, area, or unit until the administrator is reassigned to a vacant position, or to a position being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by Human Resources.

If no position is identified within the same division, area, or unit using the procedure outlined above, then the procedure will be repeated in other divisions, areas, or units, as determined by Human Resources, until the administrator is reassigned to a vacant position or to a position being filled by an administrator with less seniority as an administrator as determined by Article 26-2-3. The administrator to be assigned must have the required license and meet the minimum qualifications for the position, as determined by Human Resources.

If there are more administrators than available reassignment positions, assignments will be based on the criteria described in 26-2-3.

Reduction in force will not be utilized to reassign a licensed administrator to a non-licensed position or a non-licensed administrator to a licensed position unless, within the School District, the administrator was previously assigned to the type of position (licensed or non-licensed) that is vacant or that is being filled by an administrator with less seniority.

26-2-5 Whenever possible, a thirty- (30) day written notification will be given to administrators who are laid off as a result of a reduction in force. Administrators who are reduced in force when no other administrative position is available will be placed in a teaching position in accordance with their certification and qualifications. An administrator, who because of reduction in force is assigned to a teaching position will retain all previous administrative seniority.

26-3 The School District will recall administrators by written notification (certified mail, return receipt requested) in the reverse order to their reduction provided that the administrator is currently licensed, if required, and qualified for the new position, as determined by Human Resources. Recall notice shall be sent to the administrator's last known address on file with the Human Resources Division. The administrator must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work. The administrator will have twenty (20) school days to return to duty. The recall right for administrators on layoff shall continue for two years, subject to the notification requirements. However, if before the end of the two-year period an administrator refuses a School District position for which he is licensed and qualified to hold, as determined by Human Resources, the administrator's layoff rights are terminated. Further, the School District is not obligated to recall an administrator in the event that the administrator fails to comply with any provisions of this article.

An administrator who is reassigned through a reduction in force procedure has a two-year right to return to the first vacant administrative position in the division, area, or unit at the same range and length of contract as the formerly held position for which the employee is licensed and qualified, as determined by Human Resources. An administrator who applies for and is competitively selected for another position within the School District waives any future return rights. An administrator who refuses a School District offer to return to a position waives any future return rights.

An administrator who is subject to layoff through a reduction in force procedure has a two-year right to return to the first vacant administrative position for which the employee is licensed and qualified, as determined by Human Resources. An administrator who refuses a School District offer to return to a position waives any future return rights.

- 26-4 Disputes arising in the implementation of this Article will be resolved by:
- 26-4-1 Mutual agreement between the superintendent/designee and the Administrators' Advisory Council.
 - 26-4-2 Arbitration, as identified in Article 4-16 of this Agreement, if the dispute cannot be resolved by mutual agreement as described in Article 26-4-1.

ARTICLE 27 PROGRESSIVE DISCIPLINE

- 27-1 Except as otherwise provided by this Agreement, demotion, suspension, dismissal, and non-renewal actions taken against administrators covered by this Agreement shall comply with all provisions of NRS Chapter 391 as amended through the Nevada Legislature. It is understood that all references to NRS Chapter 391 throughout this Article imply the current Chapter 391 and any future amendments by the Nevada Legislature.
- 27-2 The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Progressive discipline is an effective, reasonable system of disciplinary action that is founded on the premise that disciplinary actions are, where possible, to be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe; and that the disciplinary actions imposed and their progression fit the nature of the specific circumstances.
- 27-3 Demotion, suspension, dismissal, and non-renewal actions taken against administrators in accordance with NRS 391 shall be appropriate to the specific failure to act of the individual administrator, shall be progressive in nature and reasonably related to the nature of the problem.
- 27-4 Except for incidents of a serious nature as defined in this Article, progressive discipline action shall generally follow the pattern of:
- 27-4-1 First, oral warning:
 - A. The supervisor must verbally communicate the deficiencies to the administrator regarding his/her performance or behavior.
 - B. The supervisor must discuss the deficiencies in which improvement is required.
 - C. An oral warning may be memorialized in writing in an oral warning conference summary.
 - D. If an oral warning conference summary is developed, a written acknowledgment of receipt of the oral warning conference summary must be obtained. The administrator is required to sign the oral

warning conference summary as an acknowledgment of receipt, but the signature does not necessarily indicate agreement with its content.

27-4-2 Second, written warning:

- A. The supervisor must, in writing, communicate the deficiencies to the administrator regarding his/her performance or behavior which must be changed/improved.
- B. The supervisor must, in writing, describe the deficiencies in which change/improvement is required and establish directions designed to lead to the required change/improvement.
- C. The supervisor must, in writing, inform the administrator that failure to improve may result in an admonishment and/or suspension, demotion, or dismissal.
- D. A written acknowledgement of receipt of the written warning must be obtained. The administrator is required to sign the written warning as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its content.

27-4-3 Third, admonition or admonition/suspension:

- A. An admonition must be provided to an administrator as a separate document or in conjunction with a suspension. However, no administrator shall be suspended without previously having received an admonishment except as provided for in NRS 391.313 and NRS 391.314.
- B. The supervisor must, in the written admonition, comply with the requirements of NRS 391.313 and notify the administrator that improvement is required and that continuation or repetition of the deficiencies as stated in the document may result in suspension, demotion, dismissal, or a recommendation not to reemploy.
- C. The supervisor may issue an admonition only after an investigation, if needed, has been made. An admonishment may be utilized as the first step of progressive discipline when the administrator's actions meet the criteria for an incident of a serious nature as provided for in this Article.
- D. A written acknowledgement of the receipt of the admonishment must be obtained. The administrator is required to sign the admonishment as an acknowledgement of receipt but the signature does not necessarily indicate agreement with its content.
- E. Suspension is used to temporarily remove an administrator from duties. An administrator may be suspended more than once during the administrator's contract year, but the total number of days of suspension may not exceed 20 in one contract year as provided in NRS 391.314.

It is recognized by both the Association and the School District that administrators are considered exempt employees under the Fair Labor Standards Act. As exempt employees, administrators shall not be

suspended with loss of pay for less than five days. Suspensions without loss of pay may be issued for any period as long as the 20 day maximum is not exceeded. Annual leave, personal leave, or compensatory leave may be reduced when suspensions without loss of pay of less than five days are issued. The reduction will be one day of leave for one day of suspension without loss of pay.

- F. Except as provided in NRS 391.313 and NRS 391.314, the supervisor must issue an admonition and a written notice of suspension identifying the action of the administrator leading to the suspension. The notice of suspension will be signed by the administrator and the Superintendent or the Superintendent's designee.
- G. Except as provided in NRS 391.314, an administrator who has been given a Notice of Recommendation for Suspension is entitled to a hearing before a hearing officer. The administrator or the Association must request that the hearing begin at Step Two of the Grievance and Arbitration Procedure as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of suspension. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.

27-4-4 Fourth, demotion, non-renewal or dismissal:

- A. A demotion is the removal of an administrator from his or her present position to one of lesser rank, responsibility, or pay. An administrator who is demoted must be assigned to a position in which he/she meets the minimum qualifications.
- B. The Superintendent shall give written notice of recommendation of demotion to the administrator as provided in NRS 391.317. The notice of recommendation of demotion will be signed by the administrator and the Superintendent or the Superintendent's designee.
- C. An administrator who has been given notice of recommendation of demotion is entitled to a hearing before a hearing officer. The administrator or the Association must request the hearing as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of demotion. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
- D. A notice of intent not to reemploy shall be used for a probationary administrator who is rated as not satisfactory and who will not be reemployed at the conclusion of the probationary period. The notice must include a statement of the reasons for non-reemployment.
- E. Dismissal is used to permanently remove an administrator from employment as an administrator with the School District.
- F. Before dismissal the probationary administrator shall receive all notices as provided in NRS 391.3125, NRS 391.313, and NRS 391.3197 and

is entitled to a hearing before a hearing officer as set out in NRS 391.311 to 391.3196, inclusive, or as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing provided in Article 4-16. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of dismissal. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.

- G. If the Superintendent believes that cause exists for the dismissal of an administrator and is of the opinion that the immediate suspension of the administrator is necessary in the best interests of the pupils in the School District, the Superintendent may suspend the administrator without notice and without a hearing as provided in NRS 391.314. The Superintendent must provide the administrator with a notice of suspension as described in Article 27-4-3. Within five days after the suspension becomes effective, the Superintendent shall begin proceedings pursuant to NRS 391.312 to 391.3196, inclusive, to effect the administrator's dismissal.
- H. The Superintendent shall give written notice of recommendation of dismissal to the administrator as provided in NRS 391.317. The notice of recommendation of dismissal will be signed by the administrator and the Superintendent or the Superintendent's designee.
- I. At least 15 days before recommending to the Board that it demote, dismiss or not reemploy a post-probationary administrator, or dismiss or demote a probationary administrator, the Superintendent shall give written notice to the administrator, by registered or certified mail, of his intention to make the recommendation. The notice must:
 - (1) Inform the administrator of the grounds for the recommendation.
 - (2) Inform the administrator that if a written request is directed to the Superintendent as provided in Article 4-16 of this Agreement, the administrator is entitled to a hearing before a hearing officer or the administrator is entitled to a hearing before a hearing officer as set out in NRS 391.311 to 391.3194 inclusive. The administrator or the Association must request the hearing provided in Article 4-16. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of dismissal. The School District must hold the hearing within seven (7) days of receipt of the request for hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
 - (3) Refer to Chapter 391 of NRS.
- J. Disputes regarding demotion or dismissal which are processed through the grievance and arbitration procedure of this Agreement shall become effective on the date of the arbitrator's decision.

27-5

No incident or observation may result in an oral warning conference summary, written warning, unsatisfactory written evaluation, directions for change, or written admonition unless the incident or observation is called to the attention of the

administrator in writing by the supervising administrator(s) within twenty (20) school days after the observation or the incident was brought to the attention of the supervising administrator or within twenty (20) school days that the administrator receiving the document is required by contract to be on the job. A written acknowledgement of receipt of any writing must be obtained. The administrator is required to sign the writing as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its contents. If the administrator receiving the document is absent and not available during the twenty (20) school days, the twenty (20) school days shall be extended by the number of days that the administrator is absent. The twenty (20) school day rule shall apply and the days will not be extended for administrators who are suspended.

27-6 Except for incidents of a serious nature, no incident or observation may result in a written oral warning conference summary, written warning, unsatisfactory written evaluation, direction for change, or written admonition nor be placed in the administrator's personnel file unless it has been brought to the administrator's attention in writing by the supervising administrator(s) within six (6) months of the date of the incident or observation. Incidents of a serious nature as defined in this Article are not subject to the six (6) months limitation of this sub-section but are subject to the twenty (20) school days notice provision of Article 27-5.

27-7 Incident of a serious nature means any incident when an administrator covered by this Agreement is: accused of immorality, dishonesty, unprofessional conduct that could lead to an admonition, suspension, demotion, non-renewal, dismissal or any combination thereof, or conduct which constitutes a felony or a crime involving moral turpitude whether or not yet convicted.

27-8 A personnel notification shall be sufficient to call to the attention of the administrator the incident or observation which may lead to discipline if the personnel notification reasonably describes or refers to the incident or observation and identifies why the administrator is being considered for potential disciplinary action. The personnel notification must be used if an oral warning conference summary, written warning, written admonition, admonition/suspension, unsatisfactory written evaluation, or direction for change is to be developed. The personnel notification must be physically handed to the administrator, forwarded by certified or registered mail, or at the request of the administrator, faxed or e-mailed and the administrator must acknowledge receipt by signing for the personnel notification. This signature does not necessarily indicate agreement with its contents.

ARTICLE 28 EMPLOYEE REPRESENTATION

28-1 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 not 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.

28-2 After notice has been given and in the interest of expediting a resolution to a disciplinary problem, the School District may require an administrator to choose between participating in an investigatory interview without representation or not being

interviewed. All investigatory interviews must be held within the administrator's work day as defined in Article 15.

- 28-3 An administrator's right to representation during the course of an interview arises if the supervising administrator takes any steps beyond merely informing the administrator of a disciplinary action.

**ARTICLE 29
OCCUPATIONALLY INJURED EMPLOYEES**

- 29-1 A reassignment of an occupationally injured administrator as defined in NRS 616 and 617 will not be deemed a transfer, involuntary demotion, or involuntary reclassification under this Agreement.

**ARTICLE 30
ADMINISTRATORS' CONTRACT OF EMPLOYMENT**

- 30-1 This Agreement when ratified by both parties shall be incorporated by reference and become a part of the administrators' contract of employment for the 2009-2011 contracted school years.

**ARTICLE 31
SECTION 125 PLAN**

- 31-1 Subject to the School District's approval of a legal opinion letter provided by legal counsel selected by the Association, the School District agrees to establish a Section 125 Plan.

- 31-2 The Association agrees that the School District's only obligation is to provide necessary payroll deductions, including eligibility lists, and to verify employment, as may be required by the plan. The School District's function is solely ministerial. The Association, therefore, agrees to hold the School District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees, arising from the creation and operation of the Plan.

**ARTICLE 32
TERM OF AGREEMENT**

- 32-1 This Agreement, when ratified by both parties, shall become effective at the beginning of the 2009-2010 school year and shall remain in effect until the beginning of the 2011-2012 school year, and shall continue from year to year thereafter, unless either of the parties gives written notice to the other for the 2011-2012 school year in accordance with the provisions of NRS 288 of a desire to change, amend, or modify the Agreement.

- 32-2 After ratification, this Agreement revokes and supersedes all prior agreements, including so-called side agreements.


- 32-3 Changes approved by the Board of School Trustees and the Association's Representative Council shall become a part of this Agreement.

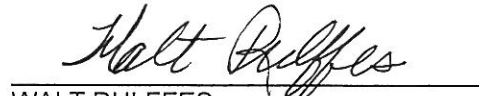
The parties also agree to reopen items as mutually recommended by the parties through the Contract Maintenance Committee.

- 32-4 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.


IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th Day of December 2010.

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

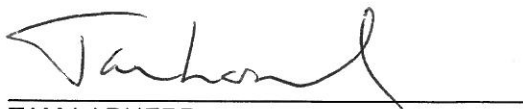

TERRI JANISON
President


WALT RULFFES
Superintendent of Schools

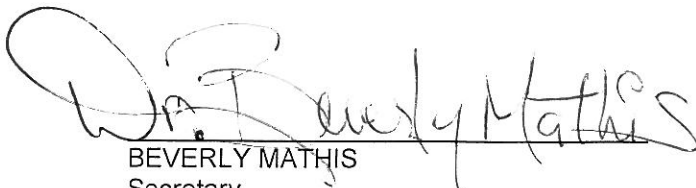

CAROLYN EDWARDS
Vice-President


FRAN JUHASZ
Chief Negotiator and Director
Employee-Management Relations

**CLARK COUNTY ASSOCIATION OF SCHOOL ADMINISTRATORS AND
PROFESSIONAL/TECHNICAL EMPLOYEES**


TAM LARNERD
President


SUE STEAFFENS
President Elect


BEVERLY MATHIS
Secretary


STEPHEN AUGSPURGER
Executive Director