

# NEGOTIATED AGREEMENT

Between the

WHITE PINE ASSOCIATION OF  
CLASSROOM TEACHERS

And the

WHITE PINE COUNTY SCHOOL  
DISTRICT

# 2019 – 2023

**WHITE PINE ASSOCIATION OF CLASSROOM TEACHERS  
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## Article 1 Definitions

- 1.1 **Agreement** and **Master Contract** refers to this document.
- 1.2 **Association** refers to the White Pine Association of Classroom Teachers.
- 1.3 **Board** refers to the District's elected Board of School Trustees.
- 1.4 **Credit** refers to credit issued by an accredited college, university or Department of Education as classified by the issuing institution.
- 1.5 **CBA** refers Collective Bargaining Agreement
- 1.6 **Day** refers to days teachers are required to be at work by the District
- 1.7 **District** refers to the White Pine County School District.
- 1.8 **Grievance** is a question raised by a teacher or the Association through the Grievance Procedure detailed in Article 5 concerning interpretation, application or enforcement of the Master Contract.
- 1.9 **Grievant** means the teacher, or Association, raising a grievance.
- 1.10 **Immediate Family** means the employee's spouse, parents, siblings, children, in-laws, aunts, uncles, grandparents and grandchildren.
- 1.11 **Immediate Supervisor** shall refer to the employee's assigned building administrator
- 1.12 **Member** refers to teachers who have elected to join the Association.
- 1.13 **Non-Member** refers to teachers who have declined Association membership.
- 1.14 **NRS** refers to Nevada Revised Statutes.
- 1.15 **Personnel File** means the formal file kept in the District Office for each teacher.
- 1.16 **Prep Day** means a day scheduled for staff to prepare for the school year or close out classrooms at the end of a school year.
- 1.17 **Principal Advisory Committee** is a standing committee at each school site composed of at least two teachers, two parents, two support staff and one student who meet regularly to advise the principal on management of the school. The groups they represent must select all members. Employee representation by all staff by subject/grade level.
- 1.18 **Reassignment** is the change of a teacher from one grade level to another or from one subject to another within the same work site.
- 1.19 **Reduction in Force:** Any elimination of any teaching position in the *District*.
- 1.20 **School Year** refers to July 1 through June 30.
- 1.21 **Seniority** begins on the teacher's first actual day of work or the date the Board approves employment, whichever comes first.
- 1.22 **Student Contact Day** means time during the day that students are scheduled for classes and time before/after duty free lunch.
- 1.23 **Teachers** means all contracted, licensed personnel employed in non-administrative positions by the District.
- 1.24 **Transfer** is the movement of a teacher to a newly created or newly vacated position.
- 1.25 **Work Day** refers to the teacher's assigned hours of duty.

## **Article 2 Recognition**

- 2.1 The District recognizes the Association as the exclusive representative for teachers employed by the District. This Master Contract governs the terms of individual teacher contracts.
- 2.2 The Association will provide the District with a list of officers and business agents by November 15 each year.

## **Article 3 Association Rights**

- 3.1 Teachers have freedom of association, self-organization, designation of representatives, and enjoy freedom from interference by the District in Association activities.
- 3.2 Teachers have full freedom in choosing to be a member or non-member of the Association.
- 3.3 The Association may use school facilities by scheduling with the building administrator. Such use may not interfere or conflict with regular school use and must be before or after the work day. Any additional cost for custodial service or other added cost will be borne by the Association.
- 3.4 The District will prepare the Master Contract and provide copies for all teachers annually.
- 3.5 The Association may post items for teachers inside staff-workrooms and lounges and in mailboxes only. Such items must identify the Association as the sender.
- 3.6 The Association and teachers will not discuss Association business with students, use students in any fashion for Association business, political and/or organizational.
- 3.7 The Association will be allotted time, not to exceed thirty minutes, to address District staff at the organizational meeting held at the beginning of each school year.
- 3.8 Upon request, the District will provide the Association information as required by law.

## **Article 4 Payroll Deduction**

- 4.1 The District will issue payroll checks by the 23<sup>rd</sup> day of each month.
- 4.2 Teachers have the option to receive their salary in 10 payments ending in June rather than 12 payments ending in August. In order to exercise this option teachers will notify the district, in writing, no later than the first day of classes in a new school year. No changes will be made during the school year in which a teacher made the change for salary payments. (added 8-6-10)
- 4.3 Upon receipt of properly signed membership forms from the Association, the District will deduct from the salary of any teacher and make appropriate remittance to WPACT, NSEA and NEA dues. Deductions will be made in twelve installments beginning with September. No later than the first of each month, the Association will provide the District with a list of any additional teachers who have authorized dues deduction as well as any other changes. The Association will notify the District by September 10 of the amount of dues to be deducted for the ensuing year. Membership is continuing. Any employee desiring to discontinue dues deduction must notify the Association in writing between July 1-15.
- 4.4 All legally required deductions take priority over Association dues deductions.
- 4.5 The District will provide payroll deductions, upon request, for annuities, credit union and insurance payments.
- 4.6 The Association will indemnify, defend and hold the District harmless against any claims made or legal action against the District concerning action.

## Article 5 Grievances

- 5.1 Employees and the District are encouraged to use the Grievance Procedure to resolve questions pertaining to the Master Contract.
- 5.2 The District, teachers and Association shall make a reasonable effort, in keeping grievance proceedings confidential.
- 5.3 The Immediate Supervisor will advise the employee of the right to Association representation at any grievance meeting/hearing. The immediate supervisor may elect to have a witness present at any step of the grievance procedure.
- 5.4 All grievance meetings/hearings will be held outside the teacher's workday, if possible.
- 5.5 The grievance will follow each step within the time lines listed. The teacher, Association and District pledge to work together in a positive manner for resolution. (amended 2006)
- 5.6 **Step One, Informal:** Within Fifteen Days of the occurrence, or knowledge of the act or condition which is the basis of the complaint, the grievant and the Association must discuss the concern with his/her immediate supervisor with the objective of solving the matter. If a disagreement remains, the grievant and the Association may elect to advance to Step Two. (amended 2006)
- 5.7 **Step Two:** The grievant and Association will present the immediate supervisor with the grievance in writing. Within five days of receipt of the written grievance, the immediate supervisor, the grievant and the Association will schedule a hearing on the grievance. The immediate supervisor will respond, in writing to the grievant and the Association, within five days following the Step Two grievance hearing. (amended 2006)
- 5.8 **Step Three:** The Association may elect to take a grievance to the Superintendent by submitting the issue, in writing, within five days of the immediate supervisors Step 2 response. The Superintendent or designee will date and receipt the grievance. The Superintendent will schedule a hearing within ten days of receipt, provide five days prior notice of meeting time, date and place, and will hear all witnesses and evidence the grievant and immediate supervisor wish to present. The Superintendent will respond within five days of the Step 3 hearing detailing the reason(s) for his/her decision.
- 5.9 **Step Four:** The Association may elect to appeal the Superintendent's decision to the Board by submitting a written request to the Superintendent within five days of receipt of Step 3 decision. The Board will hear the grievance at a closed Personnel Session at its next regular meeting and give its written response within five days.
- 5.10 **Step Five:** Grievance Mediation  
If the aggrieved party is not satisfied with the disposition of the grievance in Step 4, then the aggrieved party may present the grievance to Mediation within five (5) working days after receiving the Superintendent's response in Step 4.  
Procedure for Grievance Mediation:
  1. The Superintendent must respond to a Grievance request for Mediation within five (5) workdays.
  2. The Mediator will be obtained from the Federal Mediation and Conciliation Service.
  3. Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service.
  4. The Mediator shall confer with the Superintendent or his Designee and the Organization, and hold a hearing within thirty (30) days or less.
  5. If no solution is reached to the satisfaction of both parties, the Grievance shall be moved to Step 6.
- 5.11 **Step 6** - Binding Arbitration

If the Organization is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to binding arbitration within five (5) working days after the Trustees respond.

Within five (5) days after written notice of submission to arbitration, the Superintendent and the Organization will agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested and of recognized competence. If, within five (5) days, the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators will be made to the American Arbitration Organization (AAA) by either party. Within five (5) days after receipt of the list from the AAA, the parties will select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who will be the one to hear the dispute in question.

The arbitrator so selected shall confer with the Superintendent and the Organization and hold hearings promptly and shall issue, to the Trustees and the Organization, his/her decision, along with reasoning and recommendations, not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and proofs are submitted to him/her.

- 5.12 The arbitrator will consider the grievance and render a decision which will be final and binding upon the parties.
- 5.13 An arbitrator may not add, delete or modify the Master Contract.
- 5.14 Costs for binding arbitration will be paid by the parties as determined by the arbitrator. The costs involved in preparation, including witnesses, will be borne by the respective parties.
- 5.15 Time and step requirements may be waived by mutual agreement.
- 5.16 Grievance records will be kept separate from the employee's Personnel File.
- 5.17 The parties agree that they will take no reprisal of any kind against an employee using the grievance procedure.
- 5.18 The grievance procedure is the sole remedy for any grievance.
- 5.19 Taping of grievance proceeding may occur at steps 4 and 6 only.

## **Article 6 Management Rights**

- 6.1 The District and Board retain all management rights not specifically addressed in this Agreement.

## **Article 7 Corrective Discipline**

- 7.1 Corrective Discipline is designed to provide a fair and structured way for teachers to improve job performance or behavior, which does not meet the standards or demands of their position. The District will use the following disciplinary procedures in the order listed concerning violations of the contract, District policy, written school procedures or administrative directive. It is understood that severe violations may require the supervisor to skip steps listed. An employee may be disciplined/terminated for the reasons listed in NRS 391.312.
  - a) **Verbal Warning:** A Verbal warning or reprimand is given for a first violation. It is given by the immediate supervisor.
  - b) **Written reprimand:** A written or formal warning is given for the first instance of more serious offenses or after repeated verbal warnings. The reprimand is given by the immediate supervisor and states the nature of the offense and specifies any future disciplinary action, which will be taken if the offense is repeated within a specified

time. The teacher must read and sign the reprimand, which will be placed in the teacher's personnel file.

- c) **Suspension with/ or without pay**: If, despite previous warnings, a teacher still fails to reach the required standards in the specified time frame, the employee may be suspended with or without pay from one to twenty days. The District may elect to suspend pending discharge.
  - d) **Dismissal**: An employee who fails to correct unsatisfactory performance/behavior during previous steps will be terminated.
  - e) A teacher may grieve action taken through the Corrective Discipline process.
- 7.2 **Resignation**: An employee who resigns shall submit his/her resignation in writing to the District and give at least two weeks notice. In the event an employee resigns on or after July 1 for the ensuing school year the District will levy a 5% fee on the teacher's base salary. This provision may be waived if mutually agreed by the Association and District in the case of a qualifying event. Qualifying events shall include, but not be limited to, relocation due to a change in legal marital status, spouse occupation, or serious health conditions. (amended 8-6-10)
- 7.3 **Termination**: The District will follow the Master Agreement, its Policy Manual, NRS and evaluation procedure if it moves to terminate an employee.
- 7.4 **Job Abandonment**: An employee absent from work for more than three days without a satisfactory explanation shall be considered to have abandoned his/her position and may be terminated by the District.
- 7.5 **Just Cause**: No employee shall be disciplined, suspended, adversely evaluated, dismissed, terminated or otherwise deprived of any employment advantage without just cause. Just Cause does not apply to probationary employees in the case of termination. Just Cause is defined as follows:
- a) Adequate warning of the consequences of conduct,
  - b) A reasonable relation of management's rule or order to efficient and safe operations,
  - c) Investigation prior to administering discipline,
  - d) A fair and objective investigation,
  - e) Substantial evidence of proof of guilt produced by investigation,
  - f) Application of the rules, order and penalties evenhandedly and without discrimination, and
  - g) A reasonable relation between the penalty and seriousness of the offense and past record.
  - h) gross misconduct.

## Article 8 Salary

- 8.1 The salary schedule for all licensed employees eligible for membership in the WPACT is found at Appendix A (attached hereto). In the event the ending fund balance reaches the level specified below, the 2015-2016 salary schedule will be increased by 1.5%, and employees eligible for membership in WPACT shall receive a 1.5% increase, retroactive to July 1, 2015.

The increase is based upon an audited (October, 2015) total Ending Fund Balance in the "unassigned" (not to include Net Proceeds to Minerals funding) General Fund categories meeting or exceeding \$740,382.

In the event the Ending Fund Balance reaches the level specified above, the 2015-2016 Extra Duty Schedule found in Appendix B will be increased by 1.5%, and employees

eligible for membership in WPACT shall receive a 1.5% increase, retroactive to July 1, 2015.

(Note: PERS Language covered in 8.11)

- 8.2 Steps on the salary schedule represent years of experience, including the current year of experience. [Example: a teacher with no experience is placed on Step one (1)] (Added 2000)
- 8.3 A **Credit Review Committee** (CRC) shall be created whose function and authority it is to pre-approve coursework or post-approve all coursework by teachers in accordance with section 8.5 of this article. Committee(s) shall have full and sole authority to grant or not grant coursework for Range Progression. Committee(s) members shall be appointed by WPACT annually and the names submitted to the District for its records. Said committee shall meet as needed during the months of April through October to review credit applications by teachers. Credits that the committee denies shall be reasoned in writing to the applicant and may be appealed by the applicant to the District Administration Team for a decision. (Added 2000)
- 8.4 All credits earned that relate to the teacher's area of assignment(s), license, endorsement, or are in pursuit of a license or endorsement shall be accepted for Range Progression on the salary schedule subject to the use limitations in 8.6. Credits earned which relate to the assigned extra-duty of coaches/advisors shall be accepted for Range Progression on the salary schedule. Credits earned that contribute to a teacher's educational approach to teaching; i.e., cross-curriculum courses, shall be accepted for Range Progression on the salary schedule. (Amended 2000)
- 8.5 Quarter hour units will be calculated as two-thirds ( $2/3$ 's) of a semester credit. All Professional Development Education courses (PDE) offered within the state, Continuing Education Units (CEU's), and In-service credits shall be calculated at full value, 1:1. (Amended 2000)
- 8.6 Credits shall be accepted for Range Progression when earned as PDE's, CEU's, Graduate and Undergraduate, Internet courses, and Correspondence courses approved by the District, State Department of Education and/or any accredited University or College. At least four (4) credits earned from an accredited University or College must be applied to any Range Progression beyond column B of the Salary Schedule.
- 8.7 With approval by the site Principal, a teacher who "pilots" a program or course of study and upon completion provides a written assessment thereof and offers to in-service other teachers in the District on that program or course of study shall be awarded from one (1) to three (3) credits by the Credit Review Committee (CRC) upon application and approval. Pre-approval is required. See Section 8.4 (Added 2000)
- 8.8 In the event a teacher progresses to any Range exceeding BA+40 and subsequently earns a Masters Degree, there shall be no reduction in salary or retrogressive placement on the salary schedule. Teachers earning advanced degree are placed on the salary schedule at the BA+ or MA+ , whichever is greater. (Added 2000)
- 8.9 Teachers who receive National Certification from the National Board of Professional Teaching Standards or a Doctorate Degree, Speech Pathologists, School Counselors and School Psychologists who receive National Certification shall receive an additional salary differential equal to five percent (5%) annually contingent upon the state continuing the funding source. (Added 2000) (Amended 2005) (amended 2007)
- 8.10 When the district offers mandatory professional development activities scheduled outside of the regular contract, teachers will be compensated at a rate of \$252.00 per six hour work day. Compensation will be prorated if the day is less than 6 hours. Teachers will be provided a minimum of 30 days' notice of mandatory professional development. Teachers



- who are unable to attend due to illness or any other reason will be required to complete the mandatory training unless mutually agreed by the teacher and his/her immediate supervisor.
- 8.11 The District will pay the full PERS contribution for eligible employees. Changes in PERS contributions will not result in a salary schedule change. As per this section, the July 1, 2015, 2.25% increase in the PERS contribution rate by the Nevada State PERS, will be fully funded by the District. As per this section, the July 1, 2019 increase in the contribution rate by the Nevada State PERS will be fully funded by the District.
- 8.12 In the event that a teacher has to temporarily cover another classroom during the student instructional day, a secondary teacher will be paid substitute pay or a portion of the day's pay prorated per class period. Elementary teachers will receive a split pay if having to receive additional students due to the lack of substitutes.
- 8.13 Teachers may be offered contract extensions, such as home-bound, buyout of prep time and classes in addition to the regular teaching schedule, at not less than the teacher's prorated hourly salary based on the teacher's placement on the salary schedule. Selection will be based on seniority, licensure and principal approval. Acceptance is voluntary.
- 8.14 A maximum of five (5) years of experience may be granted to a teacher new to the White Pine School District from outside Nevada (placement on Step 6). (Amended 2006)
- 8.15 Employees must submit the "Range Progression Intent" letter to the Credit Review Committee and to the Superintendent or designee by May 1 to be eligible for a range progression. Proof of credits earned for Range Progression must be submitted to the CRC prior to October 1 of the year in which the credits are to be applied for Range Progression. University, College, and Community College transcripts containing the official seal are required to be submitted for consideration of those credits. PDE's and CEU's require an appropriate certificate bearing the signature. November 1 is the cutoff date for placement for all employees hired at the beginning of the school year. (amended 2006)
- 8.16 Teachers assigned a "Compressed Video" class shall receive a \$100 stipend for each class.
- 8.17 Teachers employed at Mountain High School, Ely State Prison, will receive an additional \$1,000 annual Hazard Pay. (added 2005)
- 8.18 Teachers submitting a resignation letter prior to March 1<sup>st</sup> of a school year, shall be issued an Early Separation Incentive of \$500, payable upon Board approval, at the end of the school year. Teachers retiring and receiving an early retirement benefit as outlined in Article 21 are not eligible for the \$500 Early Separation Incentive.

## Article 9 LEAVES

- 9.1 **Sick Leave Added June 2019: Bold font indicate teachers on four day week schedule. Italicized font indicates teachers on five day week schedule.**
- a) The District will credit each teacher with **12/15** days of sick leave, at full salary. (September pay date) A teacher who does not complete the contract year and has used more sick leave than actually earned will have a like amount deducted from his/her final paycheck.
  - b) Teachers may accumulate sick leave without limit.
  - c) Sick leave may be used for medical appointments, disability, quarantine, maternity/paternity, adoption or illness suffered by the employee or immediate family.
  - d) With cause, teachers may be required to provide proof of need for the use of sick leave when requested by an immediate supervisor.
  - e) The Association and Organization will manage a Sick Leave Bank with membership open to all District staff members. Staff may join the bank by donating one or more

sick leave days. Only those staff who have donated are eligible for benefits. The Bank will assist staff who have long-term illness or disabilities and have exhausted accumulated sick leave. The Bank will conduct an annual request for members, donation of sick leave days, and will develop procedures for considering use requests. The Bank may assess members an additional day of sick leave if the Bank's balance falls below twenty-five. Members may "drop-out" of the Sick Leave Bank by notifying the Association/ Organization but may not withdraw donated days. Decisions by the Bank are final and not subject to the grievance procedure or appeal to the District. The District will maintain the accounting of Sick Leave Bank days for the Association/ Organization.

- f) A teacher who has exhausted all accumulated sick leave may request leave without pay.
- g) A teacher must notify the immediate supervisor as soon as he/she knows that they will use sick leave.
- h) The District will pay \$25/20 daily for unused sick leave up to 168/210 days upon the voluntary termination of a teacher who has worked at least five consecutive years for the District.
- i) The District will pay \$62.50/50 daily for unused sick leave for a teacher voluntarily retiring from service through PERS. At the option of the teacher, the payment will be made directly to PERS.
- j) The District will pay \$62.50/50 daily for unused sick leave to the beneficiaries of a teacher who dies while employed by the District.
- k) Maternity/Paternity is governed by the Federal Family Medical Leave Act. Teachers may use up to twelve (12) - weeks of accumulated sick leave for maternity/paternity leave. Teachers, at their option, may use accumulated sick leave or unpaid leave for FMLA and/or maternity-paternity leave.
- l) A teacher may use up to 8/10 days of sick leave in the event of the death of an immediate family member.
- m) A teacher may use up to 2 days of sick leave for bereavement for someone other than a family member. (added 2005)
- n) Leave will be deducted at a 1:1 rate.

## 9.2 **Jury Duty Leave**

- a) A teacher called for Jury Duty will notify the immediate supervisor as soon as possible of his/her possible absence. The employee does not need to report to work prior to jury duty.
- b) The teacher will report back to his/her school as soon as possible after release from jury duty if their jury duty and travel time combined is less than 4 hours.
- c) A teacher called for jury duty will remit any and all payment from the court to the District Finance Office except payment specifically designated for transportation or meals. Time missed from work due to jury duty will be counted as paid leave.

## 9.3 **Professional Leave**

- a) Paid leave to attend in-service, classes, professional meetings, conventions, or visitations may be approved by the immediate supervisor.
- b) Sabbatical leave may be approved as detailed in the contract.
- c) A teacher who is enrolled in the National Teacher Certification Program will be granted up to a maximum of two days of professional leave to work on this certification. If the teacher fails to earn the national certification he/she will be required to reimburse the district for any national certification leave taken. The

reimbursement may be in the form of personal days or the actual cost of two contractual days. (added 2005)

- 9.4 Certified Staff who desire to accept a position with a professional organization outside (WPCSD) White Pine County School District—and wish to retain the option to return to WPCSD—will observe the following protocol: The staff member will submit a **written** request for the professional leave of absence to the White Pine County School District Superintendent’s Office by April 15<sup>th</sup> of each year.
- a) If the WPCSD superintendent and board of trustees grant the LOA, the certified staff member will retain all the rights and protections afforded by the CBA—including accrual of seniority—for the period of the LOA. Upon return to the district the employee will be placed in a comparable position from which the employee left. If necessary, the White Pine School District will reduce its number of employees to accommodate the return of the employee who has worked for the outside organization.
  - b) Should the individual wish to remain in the employ of the outside professional organization beyond one-year term of the LOA, the employee must apply to the superintendent and the board of trustees no later than the expiration date of the original application for the LOA.
  - c) If the superintendent and the board grant the extension the employee will continue to retain all the rights and protections of the CBA for the term of the leave.
  - d) If the superintendent and board deny the extension and the employee elects not to return to the WPCSD the employee will forfeit district seniority and position.
  - e) Certified Staff who desires to accept a position with a charter school within the White Pine County School District and wish to retain the option to return to WPCSD will submit a written request for the professional leave of absence to the White Pine County School District Superintendent’s Office by July 1<sup>st</sup> as required by NRS 386.595. If the Certified Staff person desires to return to the District, he or she must notify the WPCSD Superintendent, in writing, by April 15<sup>th</sup> prior to the year they will be returning to WPCSD.

9.5 **Association Leave**

- a) The Association will be granted up to fifteen days of paid leave for its representatives for Association related business.

9.6 **Leave of Absence**

- a) The Superintendent may approve a leave of absence for a teacher, with or without pay, for Association or public office, emergencies, and military or civic service or other non-traditional leave. Upon return to the District, the teacher will be placed in a position comparable to which they left. (Amended 2006)

9.7 **Personal Leave**

- a) Each teacher on a 5 day week will be credited with 3 Personal Leave days annually. Teachers may accumulate up to 9 days. Each teacher on a 4 day week will be credited with 2.5 personal per year and may accumulate up to 8.
- b) At the end of the school year, if an employee has any personal leave days in excess of **5.5/6** personal leave days, then up to **2.5/3** days of personal leave days will be automatically converted to sick leave.
- c) Teachers must give a minimum of two days notice of the intent to use Personal Leave.
- d) Personal Leave will be approved by the immediate supervisor if:
  - 1) It is not requested for an in-service day
  - 2) It is not requested during a scheduled parent/teacher conference time
  - 3) It is not requested during the first or last week of the school year

- 4) Not more than 20% of the school's teaching staff may be granted Personal Leave for the same days. The immediate supervisor may exceed the 20% limit if substitutes are available.
- e) The immediate supervisor may use his/her discretion to waive personal leave use restrictions.
- f) **Sabbatical Leave**: Licensed teachers who have seven (7) years of continuous service with the White Pine County School District may be eligible for sabbatical leave under the following conditions:
  - 1) Upon proper application and approval by the Superintendent and the White Pine County Board of Trustees, a sabbatical leave of one (1) year may be granted for professional study in the teacher's area of specialization or a closely aligned field. Such leave is to prepare for improved service to the White Pine County School District.
  - 2) Teachers must have completed seven (7) consecutive years with the WPCSD and must not have taken sabbatical leave during the preceding seven (7) years.
  - 3) No more than one (1) full time member of the teaching staff may be on sabbatical leave during any one school year.
  - 4) Teachers must submit a formal educational plan for the sabbatical year which includes full matriculation at an accredited college or university. The educational plan should focus on improving professional educational skills.
  - 5) Salary shall be at the current salary level of the participant.
  - 6) Any teacher granted sabbatical leave may be required to provide the Board with a surety bond in the amount of one (1) year's current salary.
  - 7) Any teacher granted sabbatical leave must agree to return to WPCSD for a minimum of four (4) school years following sabbatical leave or to reimburse the District for all District-paid compensations for the teacher during the sabbatical.
  - 8) After completion of the sabbatical year, the returning teacher must submit a formal written report to the Superintendent and Board of Trustees regarding the implementation of knowledge gained during the sabbatical into his/her teaching program.
  - 9) Seniority continues to accrue during sabbatical leave.
  - 10) A teacher on sabbatical leave continues to receive all rights and benefits under this Agreement.
  - 11) Granting sabbatical leave will be based on the ability to recruit a qualified replacement of the participant.
- 9.8 Prior to the beginning of the 2019-2020 school year, all sick and personal leave balances for employees on a 4 day school week will be adjusted using the existing conversion factor of 0.8.
- 9.9 In the event that the District or a school reverts to a five day schedule, all affected employees' leave balances, leave allotments, and deductions will revert back to 15 sick and 3 personal as issued prior to the four day week conversion.

## **Article 10 Work Year/Day/Hours**

- 10.1. a) **Five day work week**. Teachers shall work 186 days each year. New teachers shall work one additional day participating in a District sponsored orientation workshop. In the event the district chooses to offer a teacher induction program for newly hired staff members, the additional days will be paid at the teachers' daily rate of pay. Attendance

at the new teacher induction training program will be mandatory of all new staff members unless excused by the superintendent. (amended 2007)

- b) **Four-day work week**. Teachers shall work 149 days each year. (This includes 3 additional teacher workdays added in 2019 to be paid at each teacher's daily rate calculated at the 9 hour daily rate.) New teachers shall work one additional day participating in a District sponsored orientation workshop. In the event the district chooses to offer a teacher induction program for newly hired staff members, the additional days will be paid at the teachers' daily rate of pay. Attendance at the new teacher induction training program will be mandatory of all new staff members unless excused by the superintendent.
- 10.2
- a) The school calendar will include the equivalent of 2 full days at the beginning of the work year for teachers to prepare their classrooms and 0.5 day at the end of the year to close out their classrooms. All teachers shall have the opportunity to check out on the final contract day.
  - b) The school calendar will include the Wednesday before Thanksgiving as part of the Thanksgiving Holiday. The Winter Break will begin no later than the end of the school day on December 22<sup>nd</sup>.
- 10.3.
- a) **Five-day work week**. The workday is 7 hours and 15 minutes plus a thirty-minute duty free meal break; total 7 hours and 45 minutes. An additional sixty minutes may be added by the administrator monthly for regularly scheduled staff meetings, special meetings or workshops, not to exceed two (2) meetings per month. This provision is not available in December or June and is limited to a thirty minute extension in August. The administrator must post the dates for extensions a minimum of 4 weeks in advance, identify the agenda, and will not schedule for a Friday afternoon or any day preceding a break or vacation.
  - b) **Four-day work week**. The teacher work day will be 9 hours. The workday is 9 hours and a thirty-minute duty free meal break; total 9 hours and 30 minutes.
  - c) An individual school administration and professional staff may reach a consensus agreement in adjusting the nine hour work day to accommodate professional development. Such adjustments may be made per 9-week grading period to allow flexibility in meeting professional development needs of the school. The initial 9-week professional development schedule will be completed no later than the second week of the school year. Calendars of professional development for the remaining grading periods will be published and distributed to professional staff one month prior. (added 8-6-10)
- 10.4
- Should an individual school administration and professional staff reach a consensus agreement in making adjustments to the work hours to the four-day work week they may present a proposal to the WPCSD administration and the WPACT for consideration. If the proposal is accepted the parties will draft a MOU to record acceptance of the adjustment.
- 10.5
- Reporting times for teachers will be determined by the District. There will be an uninterrupted duty free lunch of 30 consecutive minutes provided for each teacher.
- 10.6
- Preparation Time:**
- a) Preparation time is minutes set aside for the teacher to prepare for classes. Teachers also may, at their discretion, schedule meetings with colleagues, parents, administrators and students during this time. Preparation time may also be used to work with individual students, at the teacher's discretion.
  - b) Elementary: 1. Four-day week: forty consecutive, uninterrupted minutes during the student contact day or 2. Five-day week: thirty consecutive, uninterrupted minutes during the student contact day will be scheduled. Additionally, except in emergencies,

an additional thirty consecutive minutes will be scheduled within the workday, but outside the student contact day.

- c) The Wednesday where there is professional service for one-half day, the teacher prep time will occur outside the student contact day at McGill Elementary School and David E. Norman Elementary School. (Added 2007)
  - d) Secondary teachers prep time will be equal to five instructional periods with at least one period per day.
  - e) High School Block: 80 minutes will be scheduled within the student contact day. The administrator may elect to divide the time in 60/20 minute segments. On every other early release day, beginning with the second release day, teachers will receive an additional 60 minutes of prep time to use without interference.
  - f) The District will work to better use technology to assist teachers in maximizing the effectiveness of preparation time: copy machines, telephones, e-mail, etc.
  - g) Teachers may leave their buildings during a scheduled preparation time with notification of the immediate supervisor.
- 10.7 **Early Staff Release** - Teachers may be allowed to leave at the end of the student contact day on Fridays and days preceding a vacation at the discretion of the immediate supervisor.
- 10.8 The District will endeavor to hire a substitute in the absence of any teacher.
- 10.9 Licensed staff assigned to a multiple work site within the contract day will be granted sufficient time to travel to any additional site within the allotted number of working hours agreed upon in the Contract.
- 10.10 Licensed staff assigned to multiple work sites will be guaranteed preparation and lunch time consistent with their primary assignment.

## **Article 11 Responsibility**

- 11.1 Teachers are directly responsible to their immediate supervisor and shall promptly carry out directions received.
- 11.2 Teachers are responsible for the safety and supervision of assigned students and all students in general areas of the school and grounds. Teachers may not leave students unsupervised.
- 11.3 In all instances where there is contact between the District and a member of the public regarding a complaint or problem with a teacher, the teacher involved shall be notified within five days of the nature of the complaint/problem if any proposed action is to be taken. At the request of the teacher, the administration will arrange a meeting between the teacher and the person or persons as soon as possible, and work to mediate for the teacher and persons involved. In the event a criminal act is alleged have occurred involving a teacher, the notification requirement shall be waived.
- 11.4 Teachers will follow District rules, policies, regulations and directives.
- 11.5 Any new policy changes shall be published to the employees within one week following their adoption by the school board.
- 11.6 Teachers will not be called from their assignments for telephone calls, salesmen, or other personal business. The use of the public address system will be confined to the first and last three minutes of the morning and afternoon sessions. Only in an emergency will school personnel interrupt a class through the use of the public address system.
- 11.7 The District will support teachers with the enforcement of NRS 392.466 and 392.480. (protects against assault of staff)

- 11.8 Special education teachers whose caseloads exceed NAC limits and where caseload redistribution will not resolve the issue, teachers may seek relief from administration to alleviate excess.

## **Article 12 Insurance**

Teachers will receive medical and dental insurance benefits. (amended 8-6-10)

- 12.1 Teachers may purchase medical, dental and life insurance through the District, as available, for spouse and dependent children. (Amended 5/2003)
- 12.2 Life insurance for teachers shall be \$50,000.
- 12.3 The Insurance Trust Governing Board will consist of the WPACT President, WPSSO President, Superintendent of Schools and WPCSD Board of Trustees' President. The Board President shall serve as ITGB Chair. (added 8-6-10) The ITGB will meet quarterly with the Insurance Brokers to review data and make recommendations to the WPACT Negotiations' Team. The ITGB members will be provided two (2) weeks notice prior to each quarterly meeting. Prior notice will be given of any proposed changes.

## **Article 13 RIF (Reduction in Force)/Seniority**

- 13.1 In consultation with the Association, the District may reduce teacher staffing due to lack of funds, lack of work, or a reduction in student enrollment.
- 13.2 Volunteers will be solicited for resignation, retirement, or placement on the recall list..
- 13.3 Criteria - The District and Association will meet and review employees in the affected certification under consideration for a reduction in force. Factors considered regarding whether a teacher is employed include:
- a. The teacher's past three annual performance evaluations,
  - b. The type of licensure held by the teacher including National Board Certification,
  - c. The teacher's disciplinary record for the past three years, included in the district personnel file of the teacher,
  - d. If equality is observed in evaluations and performance, seniority will prevail.
- 13.4 The District and Association maintain the lay-off list and will recall teachers as openings occur for two years.
- 13.5 Laid-off teachers who are licensed for the vacancy will be recalled in reverse order.
- 13.6 The District will use certified mail and email to notify teachers of recall. A teacher, who does not respond within ten days of receipt, or 20 days of mailing, will be removed from the recall list. Staff recalled to a less than full-time position shall be given the preference for a full-time position for which they are qualified prior to recalling less senior staff or hiring new teachers.
- 13.7 Hire date for seniority purposes begins the teacher's first actual day of work or the date the Board approves employment, whichever comes first. A break in service occurs if the teacher leaves employment with the District. Approved leaves do not constitute a break in service. When two or more teachers have the same hire date, experience in the open position will be considered. If these and all other factors listed above are equal, the Association and District will conduct a lottery to determine placement on the seniority list. Once a lottery has been conducted for a specific hire date, the order established will remain in place for the entire term of employment for the employees affected. The District will provide the Association a seniority list by September 30 each year showing hire dates and certification.

- 13.8 The District will provide the Association with a seniority list by September 30 of each year showing hire dates and certification.

## **Article 14 Mentoring/Evaluations**

- 14.1 Each new teacher shall be assigned an experienced teacher to provide assistance in orienting the new teacher.
- 14.2 Mentors may be assigned to teachers, new or experienced, who need more extensive and structured assistance. Such assistance shall be by mutual agreement of the mentor and teacher.
- 14.3 Selection of a pool of mentors shall be by a Committee, of whom the majority will be appointed by the WPACT.
- 14.4 The School District shall develop a training program for mentors.
- 14.5 Experienced teachers may elect to serve as mentors for teachers having performance difficulties. The role of mentor shall be determined by mutual agreement of the immediate supervisor and teachers involved. The mentor may not provide input for, nor be cited in, an evaluation. The District and Association may not use the mentor as a witness in any dispute arising from the evaluation of a teacher receiving mentoring assistance.
- 14.6 The mentor will be provided with adequate release and/or preparation time to fulfill their obligation to the mentored teacher, as well as perform their regular duties.
- 14.7 It is understood that such time is contingent upon the availability of substitutes and funding.
- 14.8 Teachers will be formally evaluated consistent with NRS 391 and NEPF procedures and practices.
- 14.9 An Evaluation Policy Committee shall be formed, composed of administrators, and teachers selected by the WPACT. The role of the committee is to work collaboratively to devise and maintain a teacher evaluation tool/instrument. All recommendations by the committee are subject to approval of the Board of Trustees. (Added 5/12/03) (Amended 2007)

## **Article 15 Transfer/Reassignment**

- 15.1 Expected Vacancies: The District will advertise, for a period of not less than five working days, all positions/vacancies, newly created or newly vacated, and will not hire nor transfer, voluntarily or involuntarily, anyone into said vacancy until advertising is completed. Reduction in force supersedes voluntary transfers. Reassignments will take place prior to posting vacancies for transfer.
- 15.2 Posting of Vacancies:
- a) All vacancies will be posted throughout the year as they occur. Posting shall be in writing by e-mail, letter or fax. The written notification shall contain the specific position for which the transfer is requested. Said notification shall be filed with the District. A District representative shall acknowledge receipt of the request for transfer in writing by email or fax.
  - b) Vacancy notices shall be delivered to the Association President or designee by mail or by phone. Vacancies may not be filled until the vacant position is posted at least five (5) days.
- 15.3 Voluntary Transfers: Requests for transfer shall be made in writing by email, letter or fax. The written notification shall contain the specific position for which the transfer is requested. Said notification shall be filed with the District. A District representative shall



- acknowledge receipt of the request for transfer in writing by email or fax. Voluntary transfers will be granted on the basis of:
- a) Seniority of the applicant;
  - b) Experience of the teacher;
  - c) Qualifications of the teacher; and
  - d) Approval of the principals involved.
- 15.4 No teacher so transferred shall suffer loss of salary, fringe benefits, or seniority. This section shall not apply to the loss of extra duty stipends or the head teacher stipend as a result of transfer. Any request for transfer must be provided to the superintendent no later than five school days following official notification of availability of the position vacancy. Requests for transfer after July 1 will only be considered if, in the opinion of the superintendent, such transfer will not adversely affect the educational program of the District. Request for transfer will not be accepted after July 15 unless approval is granted by the Superintendent. Should the District or its agent deny a request for transfer, it will, within five (5) days, provide the teacher and the Association a written statement of its decision with written reasons therefore. No transfer will be denied without just cause.
- 15.5 Involuntary Transfer: An involuntary transfer may be initiated due to a decline in enrollment, closing of a school, failure to meet enrollment projections, or a change in the student/staff allocation formulas. Involuntary transfers will be processed within the time lines outlined in this article. The District will always first seek voluntary transfers. Involuntary transfers shall only be made for the following reasons:
- a) The result of a reduction in force;
  - b) A change in the number of classes at a particular location;
  - c) Some combination of closing or opening new or old schools.
- The following procedures for identifying and assigning teachers subject to being involuntarily transferred will be used:
- a) Seniority ranking and certification will determine the teacher(s) to be involuntarily transferred. The teacher with the lowest seniority ranking will be transferred unless otherwise provided in this article.
  - b) If a particular class is moved to another location during the school year, a teacher from that class at the old location shall be given first priority at the new location.
  - c) On or before May 15, a list of all vacancies in the District shall be provided to each teacher who is to be transferred. Two weeks before schools ends, all teachers identified for involuntary transfer shall meet in one central location to choose, in order of seniority ranking, an assignment from the list of vacancies.
  - d) In the event that there is no vacancy available for which the teacher is subject to involuntary transfer is certified, the Reduction in Force article will apply. Employees who are involuntarily transferred shall be given ten working days advance notice prior to the effective date of the transfer. The District shall provide assistance in moving the employee's classroom materials.
- 15.6 Reassignments will be made by site administrators. Site administration will first consult with staff and provide rational. District will always seek volunteers.

## **Article 16 Decision Making**

- 16.1 Teachers will have a voice in decision making, including staffing and budget, at the school level through the Principal Advisory Committee.
- 16.2 The District will include Association representatives on all District-wide committees and advisory groups.

- 16.3 The District agrees to adequately equip and supply classrooms within budgetary constraints. The District will involve staff at each school, through the Principal Advisory Committee, in the development of site-based supply/equipment budgets. The District's budget will be provided to all PACs.
- 16.4 Before selling extra equipment/supplies, the District will offer teachers an opportunity to use these items in classrooms.
- 16.5 The School District will provide the Association a quarterly report on the status of all grants.
- 16.6 The district will engage the Association in timely and meaningful consultation prior to any development of practices, policies, regulations, or programs associated with the implementation of the federal Every Student Succeeds Act (ESSA).

## **Article 17 Safety**

- 17.1 The District will strive to keep all schools safe and secure for staff, students and parents.
- 17.2 Teachers will complete and submit a Work Order to their immediate supervisors when they find anything that may be unsafe or in need of repair.
- 17.3 The District will maintain a work order register to track progress on work orders and life/safety concerns.
- 17.4 The District will work to insure safe teacher/student/parent interaction.

## **Article 18 Policy**

- 18.1 Board Policy Manuals will be available to all staff at each school library and through each building principal and Association Representative. The District Web-site serves as the principal reference to Board Policies. Hard copies are available at the District office.
- 18.2 The Board/District has the exclusive right to manage and direct the District as well as formulate Policy, Regulation and Rules according to NRS 288.150(3).The District/Board will seek teacher input.
- 18.3 The District will apply the Policy Manual in a fair and equitable manner.

## **Article 19 Strikes/Lockouts**

- 19.1 Teachers, Association, Board and District will refrain from strikes, lockouts, work slow downs, sick-outs, etc. Disputes concerning the Master Contract will be resolved through the grievance process. Unless otherwise prohibited by law, teachers agree to cross picket lines, etc., if necessary, to report to work.

## **Article 20 Personnel Files**

- 20.1 The Superintendent's Office will maintain one file for each teacher. Files will be kept in a manner to insure integrity and safekeeping.
- 20.2 Teachers will sign for and receive a copy of any item that is added to their file. (signature does not necessarily indicate agreement) Evaluation forms are added each year.
- 20.3 Any occurrence that results in a negative written evaluation of direction for change shall be called to the employee's attention in writing within ten days of the occurrence.
- 20.4 Teachers may inspect their files at the District Office, place pertinent material in the file, and add a response to any item.

- 20.5 Principals, immediate supervisor, may maintain working folders for each teacher. Such files do not constitute a personnel file and may not be used in any disciplinary action against the teacher. (Amended 5/12/03)
- 20.6 The District will also maintain files on all grievances separate from personnel files.
- 20.7 Personnel files shall be kept confidential.
- 20.8 A teacher charged, and cleared, of a crime will have any documents relating to the event removed from his/her personnel file.
- 20.9 Any negative documents, except evaluations, will be removed from a teacher's personnel file after twelve months upon written request if the teacher's record has been satisfactory in the interim.
- 20.10 Documents, which have not been called to the teacher's attention, in writing, may not be used in personnel actions.

## **Article 21 Voluntary Early Retirement**

- 21.1 Any early retirement incentive program for eligible employees of the District shall be in accordance with the NRS and the NPERS policies and regulations. Employees participating in the NPERS are eligible to retire at any age with 30 years of services or at age 60 with 10 years of service or at 65 years of age with five years of service. NRS provide that a member of the NPERS with five years of service may purchase up to five years of service. NRS further provides that an employer may choose to pay any portion of the cost to purchase retirement service credits for an employee, but is under no obligation to do so.
- 21.2 In order to qualify for District participation in the purchase of retirement service credit, an employee must meet the following criteria and procedures:
  - a) The individual must be an employee of the District at the time of application.
  - b) The employee resignation, the procedures for early retirement incentive option, must be completed not later than April 30 of the contract year and at least three months prior to the effective date of retirement from the District. The Board of Trustees may, at their discretion, waive the April 30 deadline in the event of a medical or family emergency. (amended 2007)
  - c) Employees requesting early retirement benefits must have completed a minimum of 15 years of PERS eligible service with the District;
  - d) The District will contribute a fixed dollar amount retirement calculated as follows:  
The District's PERS contribution in the employee's final contract year times two (2), up to the maximum amount allowed by PERS
  - e) The employee has the option of applying the dollar amount calculated in subsection (d) above to PERS, continued Health Insurance premium, cash, or some combination thereof.
- 21.3 The District will transfer all funds for the purchase of retirement service credit directly to PERS. Payment will not be made through the employee.
- 21.4 The Board of Trustees may accept or reject any request for participation in the Early Retirement Incentive Plan at its discretion.

## **Article 22 Nondiscrimination**

- 22.1 The Organization and District agree to comply with NRS 288.270 with regard to nondiscrimination.

## **Article 23 Warrant of Authority**

- 23.1 The District, Board and Association hereby warrant and guarantee that they have the authority to act for, bind and bargain on behalf of the group which they represent, during the terms of this contract.

## **Article 24 Extra Duties**

- 24.1 All extra duty opportunities are voluntary opportunities outside of the employees regular duties and separate and distinct. Employees may volunteer to select an extra duty assignment at their discretion. In the event one or more employees volunteer for an assignment, the principal will choose which employee (s) is best suited for the opportunity.
- 24.2 In the event the District elects to exercise its management right to provide or continue co-curricular activities, the extra duty stipends listed on Appendix C will be paid.
- 24.3 Extra Duty Pay will be based upon a percentage of the base pay (Step 1-A) of the WPACT Salary Schedule. The percentages are noted on Appendix B1 and B2.
- 24.4 Extra duty stipends are included in the regular teaching contract only when duties are assigned to a contracted teacher.
- 24.5 Co-curricular positions will be filled from regularly certificated staff providing the applicant is properly qualified.
- 24.6 To receive compensation, the employee must complete the co-curricular assignment.
- 24.7 Stipends shall be paid by check separate from the teacher's regular paycheck. For Purposes of Federal tax withholding, extra duty salaries shall not be considered Supplemental income.
- 24.8 Upon completion of the extra duty, the teacher will turn in the extra duty form, signed by the principal, to the District Finance Office.

## **Article 25 Staff Development**

- 25.1 Professional Development committees shall be formed, comprised of teachers and administrators. The role of the committee is to make recommendations regarding professional development.
- 25.2 Committees shall meet during the contracted day.

## **Article 26 Savings Clause/Sole and Entire Agreement**

- 26.1 This agreement is the entire agreement between the Board and Association.
- 26.2 If any provision of this agreement is held to be contrary to law, the provision will be deemed invalid. Negotiations will resume between the parties to address the issue raised.
- 26.3 The Board and Association agree that they have negotiated fully and that this Agreement constitutes the complete and final agreement.

**Article 27 Duration**

- 27.1 This agreement is entered into on June 25, 2019 by the Board and Association.
- 27.2 This agreement begins July 1, 2019 and will continue in full force and effect until June 30, 2023 or until a successor contract is negotiated and ratified by the Board and Association.

2020-2021: The parties shall each have the right to open no more than three (3) Articles, and Article 8-1 and Appendix A.

2021-2022: The parties shall each have the right to open no more than four (4) Articles, and Article 8-1 and Appendix A

2022-2023: The parties shall each have the right to open no more than three (3) Articles, and Article 8-1 and Appendix A

- 27.3 Article 8 Salary schedule (Appendix A) will continue in full force and effect until a successor agreement is negotiated and ratified by the Board and Association.

**FOR THE WHITE PINE ASSOCIATION  
OF CLASSROOM TEACHERS**

**FOR THE WHITE PINE  
COUNTY SCHOOL DISTRICT**

\_\_\_\_\_  
Stephanie Walter, WPACT President Date

\_\_\_\_\_  
Shella Nicholes, Board Chair Date

**WPACT and WPCSD Negotiations  
October, 2020**

The parties commit to continue working collaboratively to support teachers' confidence, support, and success during the covid pandemic.

The parties agree upon a 2% cost of living increase for teachers.

  
\_\_\_\_\_  
Stephanie Walter, President

10/7/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Adam Young, Superintendent

10-7-2020  
\_\_\_\_\_  
Date

# White Pine County School District



## Certified Salary Schedule - 149 Days - 2% Increase School Year 2020/21

	% Increase											
	2.00%											
Step	A	B	C	D	E	F	G	H	I	J	K	L
	BA	BA+4	BA+12	BA+20	BA+28	BA+37 MA/VO C	BA+46 MA+9	BA+55 MA+18	BA+64 MA+27	BA+73 MA+36	BA+82 MA+45	BA+91 MA+54
1	\$37,003	\$38,667	\$40,407	\$42,226	\$44,126	\$46,111	\$48,186	\$50,354	\$52,620	\$54,987	\$57,462	\$60,047
2	\$38,223	\$39,943	\$41,741	\$43,620	\$45,582	\$47,633	\$49,776	\$52,016	\$54,357	\$56,802	\$59,359	\$62,029
3		\$41,261	\$43,119	\$45,060	\$47,086	\$49,205	\$51,419	\$53,733	\$56,150	\$58,676	\$61,317	\$64,076
4				\$46,547	\$48,640	\$50,828	\$53,117	\$55,506	\$58,003	\$60,611	\$63,341	\$66,191
5					\$50,245	\$52,506	\$54,869	\$57,337	\$59,917	\$62,613	\$65,431	\$68,375
6									\$61,895	\$64,678	\$67,590	\$70,630
7										\$66,813	\$69,821	\$72,962
* Step increases are 3.3%												
* Range increases are 4.5%												
* Employees can only move one step and one range per year.												
* 2017/18 increase of 2.00% from prior year												

**White Pine County School District**  
Schedule of Extra Duty Assignments - FY2019-20

	Description	% of Base	FY2021 Base \$37,003
	<b>WHITE PINE HIGH SCHOOL</b>		
a	Athletic Director (1)	15%	5,550.00
a	Baseball - Head Coach (1)	12%	4,440.00
a	Baseball - Assistant Coach (1)*	9%	3,330.00
a	Basketball - Head Boys Coach (1)	12%	4,440.00
a	Basketball - Assistant Boys Coach(1)*	9%	3,330.00
a	Basketball - Head Girls Coach (1)	12%	4,440.00
a	Basketball - Assistant Girls Coach (1)*	9%	3,330.00
a	Bobkettes (1)	12%	4,440.00
a	Equipment Manager (1)	12%	4,440.00
a	Football - Head Coach (1)	12%	4,440.00
a	Football - Assistant Coach (3)	9%	3,330.00
a	Golf - Boys Coach (1)	12%	4,440.00
a	Golf - Girls Coach (1)	12%	4,440.00
a	Soccer - Boys Head Coach (1)	12%	4,440.00
a	Soccer - Boys Asst. Coach (1)	9%	3,330.00
a	Soccer - Girls Head Coach (1)	12%	4,440.00
a	Soccer - Girls Asst. Coach (1)	9%	3,330.00
a	Softball - Head Coach (1)	12%	4,440.00
a	Softball - Assistant Coach (1)*	9%	3,330.00
a	Spirit Leader (1)	12%	4,440.00
a	Spirit Leader - Assistant (1)	9%	3,330.00
a	Track - Boys Head Coach (1)	12%	4,440.00
a	Track - Girls Head Coach (1)	12%	4,440.00
a	Volleyball - Head Coach (1)	12%	4,440.00
a	Volleyball - Assistant Coach (1)*	9%	3,330.00
a	Wrestling - Head Coach (1)	12%	4,440.00
a	Wrestling - Assistant Coach (1)	9%	3,330.00
c	Academic Challenge Program (1)	12%	4,440.00
c	Annual Advisor (1)	12%	4,440.00
c	Automotive Trouble Shoot (1)	5%	1,850.00
c	Band Director (1)	12%	4,440.00
c	Choir – Assitant	5%	1,850.00
c	Chorus (1)	8%	2,960.00
c	Class Advisor - Freshman (2)	3%	1,110.00
c	Class Advisor - Sophomore (2)	3%	1,110.00
c	Class Advisor - Junior (2)	4%	1,480.00
c	Class Advisor - Senior (2)	4%	1,480.00
c	Compressed Video (\$100 per class)		100.00
c	Culinary Club Advisor	10%	3,700.00
c	Drama (1) (based on 3 major productions with students)	12%	4,440.00
c	Drama - Assitant (1)(based on 3 major productions with students)	9%	3,330.00
c	FBLA (1)	10%	3,700.00
c	FFA (1)	10%	3,700.00
c	FICA Advisor (1)	4%	1,480.00
c	Flag Team Advisor (1)	12%	4,440.00

c	HOSA Advisor	10%	3,700.00
c	National Honor Society (1)	4%	1,480.00
c	Newspaper (1)	10%	3,700.00
c	Student Council (1)	10%	3,700.00
c	VICA (1)	10%	3,700.00
	<b>WHITE PINE MIDDLE SCHOOL</b>		
a	Athletic Director (1)	12%	4,440.00
a	Basketball Travel Team - Boys (1 per 15 students)*	5%	1,850.00
a	Basketball Intramural - Boys (1 per 15 students)*	4%	1,480.00
a	Basketball Travel Team - Girls (1 per 15 students)*	5%	1,850.00
a	Basketball Intramural - Girls (1 per 15 students)*	4%	1,480.00
a	Cheerleader Advisor (1)	4%	1,480.00
a	Equipment Manager (1)	9%	3,330.00
a	Football (1 per 20 students)*	5%	1,850.00
a	Golf Coach (1)	4%	1,480.00
a	Track (1 per 20 students)	5%	1,850.00
a	Volleyball Travel Team (1per 15 students)*	5%	1,850.00
a	Volleyball Intramural (1per 15 students)*	4%	1,480.00
a	Wrestling Coach (1 per 20 students)*	5%	1,850.00
c	Academic Olympics (1)	4%	1,480.00
c	Annual Advisor (1)	6%	2,220.00
c	Band - Middle School (1)	5%	1,850.00
c	Choir Director (1)	5%	1,850.00
c	Chorus	4%	1,480.00
c	Compressed Video (\$100 per class)		100.00
c	Geography Bee (1)	4%	1,480.00
c	Math Counts (1)	4%	1,480.00
c	Newspaper (1)	4%	1,480.00
c	Student Council Advisor (1)	5%	1,850.00
	<b>LUND HIGH SCHOOL</b>		
a	Atheltic Director/Equip Mgr	15%	5,550.00
a	Baseball	12%	4,440.00
a	Basketball - Boys - Varsity Coach (1)*	12%	4,440.00
a	Basketball - Boys - JV (1)	9%	3,330.00
a	Basketball - Girls - JV (1)	9%	3,330.00
a	Basketball - Girls (1)*	12%	4,440.00
a	Cheerleader Advisor (1)	12%	4,440.00
a	Football - Assistant Coach (1)	9%	3,330.00
a	Football - Head Coach (1)	12%	4,440.00
a	Track Coach (1)*	12%	4,440.00
a	Volleyball Asst. Coach	9%	3,330.00
a	Volleyball Coach (1)*	12%	4,440.00
a	Wrestling	12%	4,440.00
c	Academic Quiz Bowl (1)	4%	1,480.00
c	Annual Advisor (1)	12%	4,440.00
c	Class Advisor - Jr./Sr. (1)	4%	1,480.00
c	Compressed Video (\$100 per class)		100.00
c	Dance	4%	1,480.00



c	FFA Advisor (1)	10%	3,700.00
c	Lund - L Club Advisor (1)	4%	1,480.00
c	Student Council (1)	10%	3,700.00
	<b>LUND JUNIOR HIGH</b>		
a	Basketball Coach Travel Team Boys (1)*	5%	1,850.00
a	Basketball Coach Intramural Boys (1)*	4%	1,480.00
a	Basketball Coach Travel Team Girls (1)*	5%	1,850.00
a	Basketball Coach Intramural Girls (1)*	4%	1,480.00
a	Track Coach (1)	5%	1,850.00
a	Volleyball Coach Intramural (1)*	4%	1,480.00
a	Volleyball Coach Travel Team (1)*	5%	1,850.00
	<b>Total</b>		
	<b>DISTRICT</b>		
c	Elementary programs for the public (approved by principal)	3%	1,110.00
	not to exceed three performances per year in any		
	given site nor to exceed \$330 for any given year.		
	All performances must occur outside regular school hours.		
	Eligibility for this stipend is determined by the principal		
	based upon extra work required of the teacher(s)		
	beyond the regular work hours.		
c	Mentor Teacher (5)	12%	4,440.00
c	Science Fair Coordinators	5%	1,850.00
c	Math Fair Coordinators	5%	1,850.00
c	Home Visits		1,000.00

## Memorandum of Understanding between the WPCSD and the WPACT

### Mountain High School Nine-Hour Work Day, Extended Duty, and Flex Calendar Schedule

To accommodate the needs for summer school, increased time, and convenience, employees shall have the option of

1. Upon mutual agreement between the employee and the administration, employees may exchange days worked in June, July, and August for schedule work days during the official school year calendar.
2. Employees will convert to a nine-hour work day for the 2019-20 school year, equating to 146 work days. MHS staff will work to coordinate schedules so that additional instructional time is available for inmates. This will require that, on a daily basis, at least some teachers begin work at 6:00 am so that inmates may be provided instruction during the "morning lockdown" time. NHS staff and the Head Teacher will adjust work schedules as necessary to ensure this additional instructional time.
3. Employees will be provided the opportunity to work extra days for the 2019-20 school year. The extra days will be calculated on the nine-hour daily rate. Teachers will be offered up to 12 extra days.
4. Rather than having a full time administrator, MHS will employ a Head Teacher for the 2019-20 school year. The Head Teacher will earn a stipend equivalent to that of a Head Coach in the Negotiated Agreement. The Head Teacher will work a 146-day work year plus 30 extra days (nine hours per day schedule). The Head Teacher will supervise and evaluate employees, act as liaison with the department of Corrections, and assume all accountability, budget, and program implementation duties.
5. Nothing in this MOU constitutes a perpetual contractual right for MHS Teachers, including being compensated for extra days and/or the flex schedule. MHS staff, the Head Teachers, and the Superintendent will evaluate budget and student completion data following the 2019-20 school year to determine the effectiveness of this model and future implementation.

\_\_\_\_\_  
Stephanie Walter, WPACT President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adam Young, Superintendent

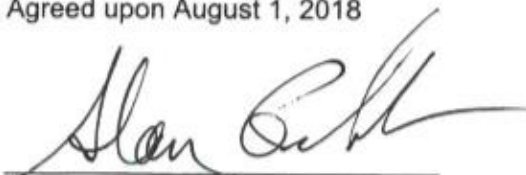
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Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WHITE PINE COUNTY SCHOOL DISTRICT  
AND THE  
WHITE PINE ASSOCIATION OF CLASSROOM TEACHERS**

**NISL COMPLETION ALLOWED FOR RANGE PROGRESSION**

1. Participants in the 2017-2018 National Institute for School Leadership's Executive Development Program earned the equivalent of 9 graduate degree credits.
2. Participants worked on site for more than 144 hours of "seat time" instruction, for which they were paid the negotiated rate of \$225 per six hour day.
3. Participants also were required to work 120 or more hours outside of class time in order to complete the requirements of the course, for which they were not compensated.
4. The District and the WPACT agree that this experience was profoundly productive and developed leadership capacity of all who completed the course.
5. The District and the WPACT agree that graduates of the NISL EDP program will be granted 9 credits to use towards range progression.
6. The District and the WPACT acknowledge that this allowance is a one time exception to the past practice of not granting range progression for work employees have been paid for. Further, the District and the WPACT acknowledge that this one time exception is justified and correct given the 120 or more hours outside of class time participants put forth in order to meet the rigorous demands of the course.
7. Participants shall provide the credit review committee the "Certificate of Achievement" earned at graduation as proof of completion.
8. This MOU does not constitute, nor does it imply, a change to the master agreement between the District and the WPACT beyond the 2018-2019 contract.

Agreed upon August 1, 2018



Alan Gubler  
WPACT Acting President



Adam Young  
Superintendent

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WHITE PINE COUNTY SCHOOL DISTRICT  
AND THE  
WHITE PINE ASSOCIATION OF CLASSROOM TEACHERS**

**HOME VISITS**

The District and WPACT agree that for the 2019-2020 school year, the stipend for home visits shall consist of \$1000. Participating teachers will verify 25 hours of work preparing for, traveling to and from, conducting, and documenting their home visits. The final date for submission of verification is October 24, 2019. Teachers who work fewer than the 25 hours required to earn the full stipend will be compensated at \$37.50 per hour.

This MOU does not constitute, nor does it imply, a change to the master agreement between the WPCSD and the WPACT beyond the 2019-2020 contract.

Agreed upon on June 25, 2019

\_\_\_\_\_  
Stephanie Walter  
WPACT, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adam Young  
Superintendent, WPCSD

\_\_\_\_\_  
Date