COMPREHENSIVE AGREEMENT

BETWEEN THE

CARSON CITY SCHOOL DISTRICT

AND THE

CARSON EDUCATIONAL SUPPORT ASSOCIATION

2023-2025

Table of Contents

ARTICLE 1--AGREEMENT 4
ARTICLE 2--PREAMBLE 4
2.1 Preamble Statement 4
2.2 Values Statement 4
2.3 Non-Discrimination Clause 4
ARTICLE 3--CLASSIFIED EMPLOYEE ADVISORY COUNCIL 5
ARTICLE 4--DEFINITIONS 6
ARTICLE 5--RECOGNITION 7
ARTICLE 6--NO STRIKE AGREEMENT 9
ARTICLE 7--GRIEVANCE PROCEDURE 9
7.1 Purposes 9
7.2 Definitions 9
7.3 Time Limits 10
7.4 Procedures 10
7.5 Rights of Employees to Participation 12
7.6 Miscellaneous 12
7.7 Policies and Administrative Regulations--Complaint Procedure 13
ARTICLE 8--SUSPENSION, WARNING NOTICES, DEMOTION AND DISCHARGE 13
8.1 Disciplinary Actions 13
8.2 Appeals 13
8.3 Progressive Discipline 14
8.4 Social Media Policy 15
8.5 Disciplinary Transfers 15
ARTICLE 9--LEAVE OF ABSENCE 15
9.1 Annual Leave 15
9.2 Jury Leave 17
9.3 Sick Leave 18
9.4 Maternity Leave and Child Adoption Leave 20
9.5 Military Leave 20
9.6 Personal Business 21
9.7 Leave Without Pay 21
9.8 Sick Leave Bank: Long-Term Disability 22
Sick Leave Bank: Catastrophic Illness 23
ARTICLE 10--PERSONNEL INFORMATION AND RECORDS 24
ARTICLE 11 -- COMPENSATION 25
11.1 - Salary Schedules -- *See* Appendix A 25

11.1-1 Educational Compensation – Educational Increment 26
11.1-2 Professional Certification:....26
11.1-3 Impact of Increments are PERS 26
11.2 Overtime....26
11.3 Paid Holidays 28
11.4 Longevity Payment 28
11.5 Retirement....29
11.6 Job-Related Expenses 30
11.7 Insurance....31
11.8 Industrial Compensation 31
11.9 President's Time – Absence for Negotiations 32
11.10 Temporary Assignment 32
11.11 Supplemental Contracts....32
11.12 Probationary, Post-Probationary and Temporary Employees....32
11.14 Transportation 34
11.15 Annualized Classified Employees 34
ARTICLE 12 - POSITION OPENINGS AND EXAMINATIONS AND JOB DESCRIPTIONS 35
ARTICLE 13--SAFETY PROGRAM....35
ARTICLE 14--REDUCTION IN FORCE....37
14.1 Seniority Date and Qualifications 37
ARTICLE 15--EMPLOYEE EVALUATIONS 38
ARTICLE 16--PAYROLL DEDUCTION 38
ARTICLE 17--BILINGUAL SERVICES PROGRAM 39
ARTICLE 18--USE OF FACILITIES....40
ARTICLE 19--CALENDAR 40
ARTICLE 20--GENERAL SAVINGS CLAUSE 40
ARTICLE 21--TENTATIVE AGREEMENT PROCEDURE 40
ARTICLE 22--TERMS OF AGREEMENT....41
APPENDIX C REGULATION No. 420 CLASSIFIED STAFF....45

COMPREHENSIVE AGREEMENT
BETWEEN THE
CARSON CITY SCHOOL DISTRICT
AND THE
CARSON EDUCATIONAL SUPPORT ASSOCIATION

2023-2025

ARTICLE 1--AGREEMENT

1.1 This Agreement is made and entered into this 1st day of July 2023, by and between the Board of School Trustees, hereinafter referred to as the "School Board" and Carson Educational Support Association, herein referred to as the "Association".

1.2 This Agreement does not apply to confidential employees.

ARTICLE 2--PREAMBLE

2.1 Preamble Statement

Whereas, the parties recognize that the Board of Trustees is charged by law with the duty and responsibility of operating a public school system; and whereas, wages, hours and other terms and conditions of employment of classified school employees are matters of mutual concern to the Board of Trustees and the Association; and whereas, members of the classified employees in the District have the right to join, or not join, any organization for their professional or economic improvements; therefore, it is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto: to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; and to set forth here in article form to agreements between parties as set forth in Nevada Revised Statutes Chapter 288.

2.2 Values Statement

Whereas, the parties recognize and agree that certain values are critical to the successful operation of schools in the District, and that these values are as follows: (a) Respect, between District and members, between employees, as well as between employees and district students; (b) meaningful two-way communication, between the District and staff, as well as between District staff generally; (c) the Development of a Growth-mindset meant to assist the District as it grows; (d) a student-centric approach to work within the District; (e) recognition that members of the Association are educational support professionals; (f) recognition that members of the Association fulfill an important and meaningful role within the District, and are not considered secondary to other District staff; and finally (g) that the District seeks to foster an environment of growth where all employees have an opportunity to grow into great employees.

2.3 Non-Discrimination Clause

The District and the Association agree not to discriminate against any person on the basis of race, color, national origin, sex, disability, age, or on any other basis protected by state

or federal law, and it provides equal access to the Boy Scouts of America and other designated youth groups.

ARTICLE 3–CLASSIFIED EMPLOYEE ADVISORY COUNCIL

3.1 A Classified Employee Advisory Council shall be established to consist of representatives from one or more occupational series in the District. Employee members of the Council shall be elected by vote of the personnel of each occupational series defined in Article 3, paragraph B of the Employee Advisory Council at the commencement of each school year. Elections will be held in August of each year by groups listed in paragraph B for a two (2) year term with one half being elected on the even year and one half being elected on the uneven year. Only in September of 1997, members will draw for the one-year term to set up the process. If, during the course of the school year, a member of the Employee Advisory Council resigns, that member shall be replaced by appointment of the President of the Association.

3.2 Membership of the Employee Advisory Council shall consist of Association members only as follows:

	Employee Class	# Members	Year
1.	Custodians/Building/Grounds/Maintenance/ Warehouse/Technology and Related Classes	1	Odd
2.	Accounting/Clerical/Secretaries and Related Classes	1	Odd
3.	Food Services and Related Classes	1	Even
4.	Transportation and Related Classes	1	Odd
5.	Instructional Support and Related Classes	1	Even
6.	Clinical Procedure Nurses and Clinical Aides and Related Classes	1	Even

3.3 The Employee Advisory Council shall meet from time to time during the school year in a manner mutually agreeable to the members. The Council shall seek the following objectives:

3.3-1 To gather information and make recommendations to the superintendent and to the Board of Trustees relating to the establishment of a fair, effective and uniform method of accomplishing employee evaluations, including evaluation forms, criteria and procedures.

3.3-2 To improve the morale of the District classified staff.

3.3-3 To apprise a principal, the superintendent, or the Board of Trustees, as the case may be, of actual or potential problems involving the classified staff at any area.

3.3-4 To secure the maximum involvement of all members of the classified staff is the primary goal of the District.

3.3-5 To improve communications between school administration and members of the classified staff.

3.4 To accomplish the objectives established for the Employee Advisory Council, the Council shall meet to discuss school operations, may meet with the superintendent or his/her designated representative, and attend any meeting of the Board of Trustees, upon advance notice of their desire to do so.

3.5 Nothing contained herein shall be construed, or is intended, to require involvement of the Employee Advisory Council in the discussion or arbitration of grievances, as that procedure is outlined elsewhere in this Agreement. However, the recommendations or findings of the Council may be made available to any party in connection with such grievance procedures.

ARTICLE 4–DEFINITIONS

4.1 The term **"NRS 288"** as used in the Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.

4.2 The term **"employee"** as used in this Agreement shall refer to all Carson City School District classified employees included in the bargaining units covered by Article 4 of this Agreement and who are regularly scheduled to work at least four (4) hours per day or twenty (20) hours per week.

"Employees" are covered by this Agreement unless otherwise noted.

4.3 The term **"supervisory"** shall mean any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, evaluate, or discipline other employees.

4.4 The term **"Association"** as used in this Agreement shall mean the Carson Educational Support Association.

4.5 The term **"superintendent"** as used in this Agreement shall mean the superintendent of schools of the Carson City School District or his/her designated representatives.

4.6 The term **"District"** as used in this Agreement shall mean the Carson City School District.

4.7 The term **"School Board"** as used in this Agreement shall mean the Board of School Trustees of the Carson City School District.

4.8 The term **"days"** as used in this Agreement shall mean working days, rather than calendar days, unless otherwise indicated.

4.9 The term "**temporary employee**" as used in this Agreement is a person hired on a temporary basis for completion of a special project or task, an emergency, satisfying abnormal workloads or for seasonal needs. Temporary employees may not work for more than twenty (20) consecutive weeks out of fifty-two (52) weeks per year, in any twelve (12) month period.

Temporary employees are not covered by the terms of this Agreement.

4.10 The term "**substitute employee**" as used in this Agreement means any person hired to fill in for an absence. A substitute may hold such position only until the absent employee returns to work.

Substitute employees are not covered by the terms of this Agreement.

4.11 The term "**part time employee**" as used in this Agreement is a person who is regularly scheduled to work less than four hours per day or less than twenty hours per week. Part time employees are not covered by the terms of this Agreement.

4.12 The term "**probationary employee,**" as used in this Agreement, is an employee who has not completed six (6) months of full-time regular and continuous employment with the District, or an employee who has been promoted or transferred to a position and who has not completed his or her first six (6) months in the new classification. An employee becomes **post-probationary**, and therefore, he or she is no longer on a probationary status, when he or she completes his or her probationary period in his or her new classification.

Note: Probationary employees have no right to continued employment in their classifications. Therefore, probationary employees have no right to grieve employment actions taken by the District based on the District's determination that the probationary employee has not successfully completed his or her probation either as a new employee or as an employee who has been promoted or otherwise transferred to a new classification. However, a probationary employee may, grieve or otherwise challenge, the District's application and/or interpretation of this Agreement to said employee for all matters covered by the Agreement which do not relate to employment actions.

A probationary employee who has attained a post-probationary status at the District; having completed greater than six (6) months of continuous service at the District, is subject to Article 11.12-3-2 for the purpose of retention if the employee fails to satisfactorily complete his or her probationary period in a new classification.

ARTICLE 5--RECOGNITION

5.1 The School Board recognizes the Association as the exclusive bargaining agent as defined in NRS 288.027 for the bargaining unit of all classified employees, supervisory and non-supervisory personnel of the District as fully set forth as "CLASSIFIED EMPLOYEE UNITS" in this Article and acknowledges the receipt of: a) a copy of its constitution and by-laws, b) a roster of its representatives and officers, c) a pledge not to strike as required in NRS 288, and d) a verified membership list.

5.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for the exclusive use of the Association.

5.3 Recognition shall entitle the Association to payroll deductions of membership dues as outlined in Article 14.

5.4 Nothing in this Agreement shall limit the authority of the District to classify positions.

5.5 The District shall consult with the Association as to the appropriateness of inclusion in one of the bargaining units of any new classification(s) added to the classified salary schedule during the term of this Agreement in accordance with NRS 288.170.

5.6 Members of the Association shall be referred to as "Educational Support Professionals."

5.7 **Classified Employee Units:**

Accountant I
Accountant II
Admin I
Admin II
Admin III
Bilingual Parent Engagement Coordinator
Bus Attendant
Bus Driver
Cafeteria Manager
Clinical Aide
Clinical Procedure Nurse
Cook/Baker
Custodian I
Custodian II
Custodian III
DHH Interpreter I
DHH Interpreter II
DHH Interpreter III
DHH Interpreter IV
Director of Nutrition
Distance Education Assistant
Grants Supervisor
Grounds Supervisor
Groundskeeper
HR Analyst
HR Benefits Analyst
HR Supervisor
Instructional Assistant I
Instructional Assistant II
Instructional Program Coordinator
IT Engineer Salary (PROTECH)
IT Support Tech I
IT Support Tech II
Library Media Clerk/Senior Project Coord.
Library Media Tech
Maintenance
Mechanic I
Mechanic II
Mechanic III
Operations Coordinator
Paraprofessionals
Payroll Supervisor
Purchasing Supervisor
Safety Officer I
Safety Officer II
Special Ed Paraprofessional I

Special Ed Paraprofessional II
Transportation Supervisor
Truancy & Dropout Prevention Specialist
Warehouse Coordinator
Warehouse Specialist
Network Engineer
System Engineer
Mail Truck Driver &
Inventory Specialist

5.8 The District will provide the Association President with regular updates of new hires, transfers, resignations, and retirements.

ARTICLE 6--NO STRIKE AGREEMENT

The Association recognizes the public policy as expressed in NRS 288.230 in which the Nevada Legislature declared:

> That the services provided by the School District as an employer are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety and welfare of the people.
>
> That the continuity of such services is likewise essential and their disruption incompatible with the responsibility to the people; and
>
> It is the public policy of the State of Nevada that a strike against the School District as a Local Government Employer is illegal.

The Association agrees to act and conduct its affairs in accordance with this policy. The Association, its officers and agents, agree further that they shall not support any strike against the Carson City School District nor shall they engage in or support any action to impair the rendering of such essential services by the District.

ARTICLE 7--GRIEVANCE PROCEDURE

7.1 Purposes

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which arise. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

7.2 Definitions

7.2-1 A **"grievance"** is a complaint by an employee, group of employees, or the Association based upon an alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement.

7.2-2 A **"continuing grievance"** is a grievance based on an act or condition, which actively recurs on a periodic basis. For example, the District underpays an employee by $10.00 on each paycheck. A grievance based upon this act by the School District would be a continuing grievance.

7.2-3 An **"aggrieved person"** is an employee, a group of employees of the Association, asserting a grievance.

7.2-4 A **"party of interest"** is any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.

7.2-5 The term **"days"** when used in this Article shall, except where otherwise indicated, mean working days rather than calendar days.

7.3 Time Limits

7.3-1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the parties, by mutual agreement, may extend the number of days at any level to a specific date.

7.3-2 If an employee, group of employees, or the Association does not file a grievance or a continuing grievance in writing as provided herein within ten (10) working days after the employee, group of employees, or the Association knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.

7.3-3 Failure at any level in this procedure to appeal a grievance in writing within the required time limits shall be deemed as withdrawn.

7.3-4 When a grievance is taken to arbitration, no new evidence will be submitted by either party.

7.4 Procedures

7.4-1 Level One - Supervisor

7.4-1-1 If an employee feels that he has a grievance, he shall first discuss the matter informally with the supervisor to whom he is directly responsible and may request the presence of the school's grievance representative.

7.4-1-2 If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he shall submit his/her claim as a formal grievance in writing to his supervisor and to the Association's school grievance representative, and to the superintendent within ten (10) working days after the employee, group of employees, or Association knew of or should have known of the act or condition on which the grievance is based.

7.4-1-3 The supervisor shall, within ten (10) working days, render his/her decision and the reasons therefore, in writing on the prescribed form to the aggrieved, with a copy to the Association's school grievance representative and to the superintendent.

7.4-2 Level Two - Superintendent of Schools

7.4-2-1 If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance in writing, he shall file the written grievance with the superintendent within ten (10) working days after the decision was rendered or was due at Level One.

7.4-2-2 The superintendent of schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) working days after receipt of the written appeal of a hearing, the superintendent or his/her representative shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party a full transcript shall be prepared and the cost shared by both parties.

The superintendent shall, within ten (10) working days after the hearing, render his decision and reasons therefore in writing to the aggrieved person, supervisor, or appropriate administrator and the Association.

7.4-2-3 Notification of step two grievance hearings shall be mailed to the grievant at least five (5) working days prior to the hearing.

7.4-3 Level Three - Arbitration

7.4-3-1 If the aggrieved is not satisfied with the disposition of the grievance at Level Two, the Association may, within ten (10) working days after the decision was rendered or should have been rendered by the Superintendent, notify the District in writing that it wishes to take the grievance to binding arbitration.

7.4-3-2 Within ten (10) working days after written notice of submission to arbitration, the superintendent and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association and the selection made following the procedures contained in NRS 288.200.

7.4-3-3 The arbitrator's recommendations shall be submitted in writing to the aggrieved, the Superintendent and the Association only, and shall set forth his findings of fact, reasons, and recommendations on the specific issue(s) submitted. The arbitrator's recommendations shall be binding and shall be consistent with the law and with the terms of this Agreement.

7.4-3-4 The costs of the services of the arbitrator shall be borne by the party that has not prevailed. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator.

7.4-3-5 If the arbitrator's award would cost the District in excess of 1/4 (one-quarter) cent of the tax rate for any one specific grievance, or 1/2 (one-half) cent of the tax rate in the aggregate (more than one grievance) during the term of the Agreement, then the School Board shall have final authority.

At the next meeting of the School Board, the decision of the arbitrator and any other information shall be presented to the School Board for consideration and

both parties shall have the opportunity to present their positions before the School Board takes final action on the grievance.

7.4-3-6 Arbitration awards on dismissal cases for employees with three (3) years of full-time, continuous employment with the District, shall be binding (refer to Article 8).

7.4-3-7 In cases involving discharge, in the event an arbitrator cannot be mutually agreed upon, the parties agree to utilize and be bound by the Rules for Expedited Arbitration of the American Arbitration Association, except and provided, however, each party reserves the right by either party, the parties agree to obtain a list from the American Arbitration Association of five (5) arbitrators participating in expedited arbitrations from which an arbitrator will be selected following the procedures contained in NRS 288.200.

7.5 Rights of Employees to Participation

7.5-1 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.

7.5-2 Any party in interest may be represented at any level of the formal grievance procedure by a person of his own choosing.

7.5-3 The Association has a right to be present during the resolution of a grievance even though the employee did not request the Association's presence. Grievances resolved between the District and the employee shall not be used for precedential value against the Association if the Association did not participate in the resolution.

7.6 Miscellaneous

7.6-1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance may begin at Level Two. If the superintendent determines the matter can be resolved at Level One, he may require the grievance start at Level One.

7.6-2 Appeals and decisions rendered at all levels of the formal grievance procedure shall be in writing on or attached to the appropriate form, and shall set forth the decisions and reasons therefore.

7.6-3 All documents, communications and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants.

7.6-4 Forms for filing and processing grievances, and other necessary documents shall be jointly prepared by the parties and distributed by the Association. If forms are not available at the time, a grievance may be presented in letterform.

7.6-5 A grievance may be withdrawn at any level by the aggrieved without prejudice.

7.6-6 The remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted, shall be pursuant to the foregoing grievance procedure provided, however, that nothing contained herein shall deprive any party of any legal right.

7.6-7 In the event there is a question as to whether a specific grievance is arbitrable, such a threshold issue shall be considered first in the arbitration hearing and no evidence shall be given as to the merits of the grievance. If the arbitrator finds the issue not arbitrable, no further consideration of the grievance shall be allowed. If the arbitrator finds the issue arbitrable, he shall proceed to hear the grievance. If the arbitrator is unable to make such a determination at that time, then he may proceed to hear the grievance even though no decision will be rendered on the grievance if he subsequently determines the issue is not arbitrable.

7.6-8 Any and all time limitations as set forth in this section may be extended by agreement of the parties.

7.6-9 Arbitration awards that involve retroactivity shall not be made retroactive more than ten (10) working days prior to the date of filing of the grievance or continuing grievance.

7.6-10 The administration will cooperate with the Association in its investigation of any grievance and further, will furnish the Association with such information pertinent and available as is required for the processing of the same grievance.

7.7 Policies and Administrative Regulations--Complaint Procedure

7.7-1 The Policies and Administrative Regulations have been established by the School Board to help carry out its responsibilities. Both parties agree that Policies and Administrative Regulations are not a part of the Agreement and as such are completely outside the scope of this Agreement.

7.7-2 The parties hereby recognize the existence of Policies and Administrative Regulations of the District (to which the employees covered by the Agreement are bound, which are subject to change by the School Board and related to subject matter not covered by the provisions of this Agreement). The parties agree that any dispute arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed in accordance with the School Board Regulations.

ARTICLE 8--SUSPENSION, WARNING NOTICES, DEMOTION AND DISCHARGE

8.1 Disciplinary Actions

The District shall not suspend a permanent employee without pay, or demote or discharge a permanent employee as a disciplinary action without just cause.

8.2 Appeals

8.2-1 Permanent employees who are suspended without pay, who are demoted or discharged as a disciplinary measure may appeal such action through the grievance procedure (see Article 7).

8.2-2 In the event the appeal reaches Level Three (arbitration), the sole issue upon which the arbitrator is to render an opinion shall be whether or not there was just cause for the District to take the specific disciplinary action which was taken. The arbitrator can only affirm or reverse the disciplinary action.

8.2-3 The provisions of this Article shall not be available to probationary employees. A probationary employee is one who has not completed six (6) months of full-time regular and continuous employment with the District in his or her current classification; this includes employees who are new hires as well as employee who are promoted or otherwise transfer to a new classification.

The probationary period of an individual employee may be extended for no more than three months by his/her immediate supervisor/administrator.

A probationary employee may request, in writing, to his/her supervisor/administrator that the superintendent reduce or extend the probationary period.

8.3 Progressive Discipline

The parties agree that the general principles of progressive discipline are to be used when considering disciplinary action. To that end the District has developed, in conjunction with the Association, a disciplinary manual titled "Classified Procedure Manual, Progressive Employee Discipline". A copy of the Manual is attached hereto as Appendix B. The District agrees to follow the disciplinary procedures outlined in that manual and further agrees not to modify the manual without first obtaining written approval from the Association.

8.3-1 The parties will select the hearing officer from a list provided by the Federal Mediation and Conciliation Services ("FMCS") pursuant to Article 7.5(c) (2) of this Agreement. The parties shall each pay half of the expenses of the compensation for the hearing officer and the expense of the official transcript. The parties will pay for their own attorneys' fees and costs of preparation and presentation. The manual will be posted on the District's website, and may be updated by the District from time to time.

8.3-2 All classified supervisors shall be trained in the correct procedure of the updated Classified Procedure Manual, Progressive Employee Discipline. All classified supervisors shall be trained in the 2009-2010 school year with continuing training every two years.

8.3-3 All Classified Employees shall receive a copy of the current updated Classified Procedure Manual, Progressive Employee Discipline. All new classified employees, after they have successfully reached their one year probationary period, shall receive a copy of the manual. Training for all supervisory level classified employees shall receive training every two years. CESA and the District will collaborate in the planning, preparation and training of classified staff.

8.3-4 Notice of Investigation. The District shall provide a classified employee that is subject to an investigation that may result in disciplinary action a Notice of Investigation at least 24 hours or one (1) business day prior to said investigatory meeting.

8.4 Social Media Policy

The parties agree that statements made online, including information published on social media websites, may be used as evidence of misconduct, including, but not limited to, violations of District Policy, District Regulation, this Agreement, and/or Nevada State Law. The parties further agree that evidence recovered from online sources, including from social media websites, may be used by the District in an investigation into an employee's alleged misconduct, and may be used to support disciplinary action, up to and including termination, against an employee subject to this Agreement.

Therefore, the parties urge employees covered under this Agreement to exercise discretion when posting information online. Accordingly, this provision stands as notice to employees covered under this Agreement that postings on the internet, are posted in the public domain, and may be reviewed and/or relied on by the District in a disciplinary action related to an allegation that an employee has engaged in some form of misconduct.

That said, the District is not required to pursue disciplinary action against an employee covered under this Agreement simply because that employee has posted information on the internet; or has been posted about on the internet, where such information does not support a finding that the employee has engaged in misconduct, including but not limited to, violations of District Policy, District Regulation, the Agreement, and/or State Law.

Furthermore, the District may choose not to investigate and/or pursue disciplinary action against an employee simply because the District has received information about an employee which was pulled from the internet. Instead, the District will pursue disciplinary action against employees only where it receives evidence which supports a finding that the employee in question has violated District Policy, Regulation, the CBA, and/or State Law.

The purpose of this provision is to establish that while District has no interest in pursuing unsubstantiated claims of misconduct related to its employees, it has a duty to investigate all allegations of misconduct that it receives. As such, the purpose of this provision is to inform employees that they will not suffer disciplinary action simply because the District is presented with an unsubstantiated allegation of misconduct arising from an online posting in which the complaining party alleges that the employee has engaged in misconduct. While the District may investigate the allegation, the allegation will not result in disciplinary action unless the District obtains evidentiary support showing that the alleged misconduct has occurred.

8.5 Disciplinary Transfers

While an employee may be transferred to a different site within the District, as a result of a disciplinary action, such a transfer must comply with the District's Transfer Policy. Non-disciplinary transfers must comply with the District's Transfer Policy, and associated procedures.

ARTICLE 9–LEAVE OF ABSENCE

9.1 Annual Leave

9.1-1 Newly hired employees who earn benefits:

9.1-1-1 Begin earning vacation time the first month.

9.1-1-2 May not take vacation until satisfactory completion of the first six months of continuous service.

9.1-1-3 May not be issued vacation pay if terminated before completion of the first six months continuous service.

9.1-2 To use vacation time:

9.1-2-1 Obtain supervisor's approval in advance on the "Personal Leave or Annual Leave Request" form provided by the District.

9.1-3 Accrual of annual leave:

9.1-3-1 Full-time classified employees (who work an 8 hour day) accrue annual leave as follows:

a. employees who have one (1) year but less than four (4) years of service will receive ten (10) days;

b. employees who have four (4) years but less than eleven (11) years of service will receive fifteen (15) days;

c. employees who have eleven (11) years or more of service will receive twenty (20) days.

9.1-3-2 Employees hired prior to July 1, 1989 will continue to accrue annual leave as follows:

a. employees who have one (1) year of service will receive ten (10) days;

b. employees who have completed one (1) year but less than eleven (11) years of service will receive fifteen (15) days. Employees who have eleven (11) years of service will receive the number of days of annual leave provided in Section 9.1-3-1-c above.

9.1-3-3 Employees must work at least half-time (4 hours a day) to accrue annual leave. Employees who work less than full-time accrue annual leave on a pro-rated basis in accordance with 9.1.3.1.

9.1-3-4 Employees accrue annual leave for regular hours the employee works or is in paid leave status. Employees do not accrue annual leave for overtime hours.

9.1-3-5 Maximum accumulation of annual leave shall not exceed 30 days (240 hours) as of June 30 annually.

9.1-3-6 Annual leave is credited to the employee's annual leave account:

a. At the end of each month worked.

b. Fractional hours are converted to the nearest quarter-hour for annual leave purposes.

9.1-3-7 Twelve-month employees will receive their annual leave accrual rates for the school year on July 1 of each year.

9.1-3-8 Except as provided in section 9.1-3-10 Twelve month employees who exceed the 30-day/240 hour limit for annual leave by June 30th of each year will forfeit all hours which exceed this limit.

9.1-3-9 Any annual leave in excess of the 30 days/240 hours on June 30th, which the employee had previously requested on the District provided leave form between October 1st and March 1st, and used on or before June 1st in the year in which the excess occurs, shall be paid to the employee if the employee is not otherwise able to use the excess annual leave prior to June 1st. The maximum payoff is 5 days/ 40 hours. To request payment, by June 1st of each year the employee must submit in writing a request for payment of the annual leave in excess of the 30 days/ 240 hours which meets this criteria, along with proof of usage denial for any reason. Payment for unused annual leave will be made in full in the first full pay period following July 1st of each year.

9.1-4 Payment of annual leave:

9.1-4-1 Employees shall be paid accumulated annual leave upon termination provided he/she has completed six (6) months continuous service.

9.1-4-2 Employees who work less than a twelve (12) month assignment are paid accumulated annual leave in their annualized salary and is reflected in their hourly pay with the salary schedule adjustment made in this 2023-2025 agreement.

9.2 Jury Leave

9.2-1 An employee called for jury duty:

9.2-1-1 Shall be entitled to authorized leave with pay.

9.2-1-2 Leave for jury duty shall not be counted as a sick day or a personal day.

9.2-1-3 Will submit jury duty documentation establishing that the employee has been selected for jury duty to his or her supervisor prior to the date of his or her summons for jury duty.

9.2-1-4 Will be released from all school obligations the entire day indicated on his or her jury summons and will not be required to return to school on the date of his or her summons if he or she is released from jury duty.

However, the employee must report to work for the next school day following the date that he or she was released from jury duty.

9.2-1-5 Should the employee be required to participate in jury duty for a period greater than one (1) day, he or she must contact his or her supervisor before each additional day of jury duty to indicate that his or her jury obligations are still in effect. Contact must be made before 8 PM of the day before the additional day of jury duty.

9.2-1-6 May retain any pay given by the court.

9.2-2 Leave with pay will be granted for required court appearances which are the result of legal actions directly arising from the interpretation or application of this contract or which are the result of the performance of official and legal duties as employees of the District. Such leave will not be counted against any paid leave due the employee.

Employees who are absent from work due to a required court appearance that is not related to their official duties as an employee of the District as set forth above will be allowed to use their annual leave, personal leave days or earned compensatory time off for the absence. If the employee does not have such paid leave they will be granted leave without pay.

9.3 Sick Leave

9.3-1 Accrual of sick leave:

9.3-1-1 All year-round, 8-hour day, benefited classified employees shall receive 15 days of sick leave, converted to hours, on July 1 of each year. All annualized (not year-round), benefited classified employees shall receive a prorated amount of the 15 sick days based upon their total days (sum of primary assignment workdays, and paid holidays) and considers the number of hours worked in their primary assignment per day, at the beginning of each contract year. Employees that are hired during the year will receive prorated sick leave based on the percentage of days to be worked for the year hired. This language does not change the original calculation for accrual of sick leave, but is being updated to provide clarification of how accrual of sick leave is calculated.

9.3-1-2 Each year, a classified employee with more than 165 accumulated sick leave days may convert a maximum of 15 sick leave days to one (1) personal leave day. This is equal to or greater than 150 days in order to be able to convert sick leave days to one (1) personal leave day must notify the District by October 30th on a form provided by District Finance.

9.3-1-3 Employees must work at least half-time (4 hours a day) to accrue sick leave. Employees who work less than full-time accrue sick leave on a pro-rated basis.

9.3-1-4 Employees accrue sick leave for regular hours the employee works or is in paid leave status. Employees do not accrue sick leave for overtime hours or field trips.

9.3-1-5 There shall be no limit as to the accumulation of sick leave if service is continuous.

9.3-1-6 Sick leave is credited to the employee's sick leave account:

a. At the beginning of the school year.

b. Fractional hours are converted to the nearest quarter-hour for sick leave purposes.

9.3-1-7 Sick leave earned in any other school district or place of employment may not be transferred to this District.

9.3-1-8 Termination of employment automatically erases any sick leave benefits unless payment is provided elsewhere in this Agreement. Reemployment after termination begins another term in the accumulation of sick leave.

9.3-2 Sick leave usage:

9.3-2-1 Sick leave shall be granted for absence caused by the employee's illness or accident. Any such absence longer than ten work days duration must be verified by a physician's certification, except that the employee's immediate supervisor may, at his/her discretion, require physician's certification for an absence of three consecutive workdays.

9.3-2-2 Accumulated sick leave not to exceed fifteen (15) days in any calendar year may be used for giving care or help to a family member or friend who is ill or injured, or for bereavement leave for the death of a family member or friend, or for making arrangements for or the attendance at a funeral for such a person. Verification of the circumstances of the use of the leave must be given if requested by the supervisor.

9.3-3 Payment of accumulated unused sick leave:

9.3-3-1 The value of a classified employee's unused sick leave shall be paid to the estate of any classified employee who dies while in the employment of the District at the rate of said employee's daily wage at time of death, for a maximum of sixty (60) sick leave days.

9.3-3-2 Payment for unused sick leave will be granted upon voluntary termination from the Carson City School District on the following conditions:

a. Employees must have completed six (6) or more continuous years of service with the School District.

b. Accumulated sick leave will be paid at the following specified percentages of the classified employee's hourly rate of pay based on grade and step at time of termination, for a maximum of 200 days for any one individual:

1) For classified employees with more than six, but less than fifteen years of service, the rate will be forty-five percent (45%) of the hourly rate of pay.

2) For classified employees with more than fifteen, but less than twenty years of service, the rate will be fifty percent (50%) of the hourly rate of pay.

3) For classified employees with twenty or more years of service, the rate will be sixty percent (60%) of the hourly rate of pay.

c. The maximum payment any classified employee may receive cannot exceed the specified percentage of $127.50 for two hundred (200) days.

d. To qualify for payment of unused sick leave a classified employee must give notification of intent to terminate at least two weeks before the effective date of termination.

9.4 Maternity Leave and Child Adoption Leave

9.4-1 Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom and any temporary disability resulting therefrom shall be treated as any other temporary disability for all job related purposes under the provisions of sick leave. An employee is able to use accumulated sick leave up to a maximum of six (6) weeks for maternity leave. Maternity leave beyond six (6) weeks may be granted based on a physician's excuse if the employee has accrued sick leave to cover the extension or as unpaid leave under the provisions and subject to the requirements of the FMLA. FMLA leave will be concurrent with any maternity leave.

9.4-2 An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:

9.4-2-1 A maximum of six (6) weeks adoption leave will be permitted to either the mother or father, but not simultaneously. Adoption leave must be taken immediately upon receiving child or as provided by the FMLA. Leave beyond six (6) weeks may be granted under the provisions of and subject to the requirements of the FMLA. FMLA leave will be concurrent with any adoption leave.

9.4-2-2 Adoption leave will be granted only for children who are between the ages of birth to six (6) years of age at the time of adoption or under age requirements provided by the FMLA if FMLA leave is used.

9.4-2-3 The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.

9.5 Military Leave

9.5-1 Service in the military forces will constitute authorized leave with pay, in accordance with Nevada Revised Statutes 281.145.

9.5-2 A copy of orders from the employee's commanding officer is to be submitted to the personnel department.

9.6 Personal Business

9.6-1 All permanent classified employees who earn benefits will be entitled to two (2) days of personal leave. District paid classified employees may accumulate unlimited personal leave days.

9.6-2 Employees eligible for personal leave shall request approval from their supervisor to use personal leave at least five (5) working days in advance, except in case of personal emergency in which case less advance notice may be given. If the emergency is such that advance notice is not possible then the supervisor must be notified as soon as possible as to the emergency and expected date of return. Absences without prior approval must be submitted to the superintendent, who may approve the leave, grant leave without pay or take other appropriate action. Personal leave may be used in full-day and half-day increments. No more than five (5) consecutive days may be used at a time. Additional days may be used throughout the year.

9.6-3 When an employee is hired after the beginning of a school year, he/she will be credited with personal leave for that first year as follows:

9.6-3-1 A full-time employee must serve the District one-half or more of the school year to be credited with two days personal leave.

9.6-3-2 A full-time employee who serves the District more than one-fourth but less than one-half of the school year will be credited with one personal leave day.

9.6-3-3 Employees hired after July 1, 1991, cannot use personal leave during their first six months of employment.

9.6-3-4 Employees who voluntarily leave employment will be eligible for pay for unused personal leave held at the time of termination. Accumulated personal leave will be paid at the following specified percentage of his/her contractual daily rate of pay after July 1, 2003.

a. For classified employees with six (6), but less than fifteen (15) years of service, at thirty-five percent (35%) of the base hourly rate of pay;

b. For classified employees with fifteen (15), but less than twenty (20) years of service, at forty percent (40%) of the base hourly rate of pay;

c. For classified employees with twenty (20) or more years of service, at forty-five percent (45%) of the base hourly rate of pay.

9.7 Leave Without Pay

9.7-1 Requests for leave without pay must be submitted in writing to the superintendent at least ten (10) days in advance. The superintendent may authorize leave without pay up to thirty (30) days. Leave without pay beyond thirty (30) days must be approved by the Board. Leave without pay may be granted for reasons of health, child rearing, service in and for the armed forces of the United States and other reasons deemed appropriate and for the good of the employee and/or the Carson City School District.

9.7-2 Leave of absence without pay for an extended period of time not to exceed one year may be granted by the School Board to classified employees who have completed at least three continuous years of service with the School District for such reasons as the Board may deem appropriate. Requests must be submitted in writing at least sixty (60) days in advance of the requested leave. In cases of emergency, the sixty (60) days may be waived. The School Board will only approve up to one leave of absence without pay per department.

All classified employees who are on leave of absence without pay must notify the personnel office, in writing, of their intent of return at least sixty (60) calendar days before the scheduled date of return. Failure to comply will terminate the re-employment agreement.

In the event that the original request for leave has not been complied with, the employee must submit in writing the reasons for non-compliance. In the event of non-compliance the School Board, at its discretion, may terminate the agreement to re-employ.

Classified employees granted a leave of absence will return to the same grade and step on the classified salary schedule. The employee shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

9.8 Sick Leave Bank: Long-Term Disability and Catastrophic Illness

Under this agreement, classified employees who chose to be members of the Sick Leave Bank shall contribute a mandatory one (1) sick leave day each year. A second mandatory withdrawal of one (1) sick leave day (for a maximum of two (2) sick leave days in any one year) shall be done in accordance with Article 9.8-7 for the establishment and operation of a sick leave bank. This will become effective for the 2010-2011 school year. <u>This bank is strictly designed for use of the members of the sick leave bank and cannot be utilized for the care of immediate family members or relatives. All information provided to the CESA Advisory Committee shall be kept confidential.</u>

9.8-1 Only individuals who have contributed to the bank are eligible for benefits.

9.8-2 Benefits are available only to members of the sick leave bank who have been employed by the Carson City School District for a minimum of three years of continuous service.

9.8-3 The maximum cumulative number of days which any one person can be granted from the bank during his/her period of employment with the Carson City School District is sixty (60) sick leave days.

9.8-4 Applicants for benefits from the sick leave bank must submit an application to the Classified Advisory Committee of the School District. Sick Leave Bank

Application form must be downloaded from the District website. The Classified Advisory Committee will have the authority to grant or deny the application.

9.8-5 At the beginning of each school year there will be a nine-week open enrollment period. Eligible classified employees must notify the personnel office in writing of their desire to participate in the bank.

9.8-6 Those employees previously enrolled in the bank will continue their participation from year to year unless they notify the personnel office in writing of intent to withdraw. Such withdrawal from the bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the bank.

9.8-7 When the total number of hours in the sick leave bank is reduced to less than 480 hours, the Classified Advisory Committee will inform the bank membership and the personnel department that a mandatory contribution of one sick leave day per member will be made to reimburse the bank.

9.8-8 Employees who retire or leave employment with the District may donate unused sick leave hours to the bank. This donation is limited to eight hours and must come from the hours for which the employee would be paid. This donation is in addition to any other hours contributed during the year.

9.8-9 Employees who use this Article of the contract shall allow the Employee Advisory Committee review of sick leave hours and usage and review of annual leave hours when applying for long-term disability.

9.8-10 Employees must exhaust all their paid leave status days (sick leave, annual leave, personal leave or C.T.O.) before this long-term disability can be used.

9.8-11 Sick Leave Bank is not for absences due to COVID-19 unless it is long-term and supported by a doctor's letter including required information as stated on the CESA Advisory Committee Sick Leave Bank Applicant Information and Instructions.

9.9 Sick Leave Bank: Catastrophic Illness

When the regular Sick Leave Bank reaches a threshold of three thousand (3,000) hours, all additional hours in the regular Sick Leave Bank shall flow into a Catastrophic Sick Leave Bank (CSLB). Classified employees who are members of the regular sick leave bank are also entitled to membership in the CSLB. The purpose of this Bank is to provide additional sick leave days to only members of the CSLB in the event of an unexpected extended critical illness, surgery, or a temporary disability due to an injury after having exhausted all regular sick leave, personal leave, annual leave, compensatory time and the maximum allowed hours in the regular sick leave bank. The CSLB is strictly designated for the use of the members of the CSLB and cannot be utilized for the care of immediate family members or relatives.

9.9-1 Catastrophic illness is defined as an illness or injury of a very serious nature and which necessitates an absence from work for five (5) or more consecutive days. It is life threatening. Example of conditions that could be considered catastrophic include but are not limited to:

- Cancer with aggressive treatment

- Organ transplant
- Major surgery
- Severe injuries due to a vehicle accident
- Broken bones
- Other debilitating diseases
- Deliveries, either normal or Caesarean, only provided if serious medical complications occur

9.9-2 Only individuals who are members of the regular sick leave bank are eligible for benefits.

9.9-3 Benefits are available only to members of the CSLB who have been employees of the Carson City School District for a minimum of three years continuous service.

9.9-4 The maximum cumulative number of days which any one person can be granted from the bank CSLB during his/her employment with the Carson City School District is thirty (30) days.

9.9-5 Employees must exhaust all other paid leave status days (sick leave, annual leave, personal leave, compensatory time off, regular sick leave bank hours)before the CSLB can be used.

9.9-6 Applicants for benefits from the CSLB may pick up the application form from District Human Resources or the Advisory Committee Chair or may be downloaded from the District's website, fill out and submit the application to the Classified Advisory Committee, attaching all requested documentation. After a review process, the Classified Advisory Committee shall submit the CSLB application to the Carson City School District School Board of Trustees for their approval, modification or denial. The decision of the Board of Trustees is final.

9.9-7 All requests must include the reasons for the request and written verification from the employee's health care professional indicating the specific nature and severity of the illness or health care problems including the projected recovery date.

9.9-8 Employees who use this Article of the contract shall allow the Classified Advisory Committee to review all leave history and usage in order determine if an employee's CSLB application is eligible for approval.

9.9-9 In case an employee's illness prevents him/her from personally applying for the CSLB, his/her designated representative or a member of his/her family on his/her behalf may submit his/her application to the Classified Advisory Committee.

9.9-10 The application for the CSLB should be submitted to the Classified Advisory Committee as far in advance as possible. In extreme cases, the application may be considered if submitted after the need for the CSLB has commenced. Sole determination for acceptance of the late application will be the responsibility of the Classified Advisory Committee.

ARTICLE 10--PERSONNEL INFORMATION AND RECORDS

10.1 An employee shall on his/her request and by appointment be permitted to examine his/her personnel file which shall be kept in the personnel department. This information, whether positive or negative, shall be maintained in this file, and not in a separate file that can be presented later. An employee may be given a copy of any material in his/her file if it is to be used in connection with a grievance or a personnel hearing.

10.2 No material derogatory to an employee shall hereafter be placed in his/her personnel file unless a copy of same is provided to the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

10.3 The original Level 1 and 2 progressive discipline documents shall be forwarded to the Human Resources Department and placed in the employee's official personnel file.

10.4 Letters, reports and warning notices that are negative or critical in nature of an employee's conduct, service or character shall be removed from the employee's personnel file under the following conditions:

10.4-1 After one (1) year from the date of the document upon written request from the employee.

10.4-2 Documents will not be removed if a second document is entered for the same offense within one (1) year from the date of the original offense. The expiration date of the original document would then be the expiration of the second document.

10.5 Letters of reprimand that are negative or critical in nature of an employee's conduct, service or character shall be removed from the employee's personnel file under the following conditions:

10.5-1 After three (3) years from the date of the document upon written request by the employee.

10.5-2 Documents will not be removed if a second document is entered for the same offense within three (3) years from the date of the original offense. The expiration date of the original document would then be the expiration date of the second document.

10.6 Evaluations are not included in documents that may be removed under the conditions set forth in paragraphs 4 and 5 above.

ARTICLE 11 -- COMPENSATION

11.1 - Salary Schedules – *See* Appendix A

1. Beginning July 1, 2013, all Classified employees who work less than 261 days will work an additional 1 (one) day as part of their regular assignment.

   Starting in FY 2019; i.e. July 1, 2018 – June 30, 2019, all employees covered by this Agreement will receive salary payments under this Agreement based on an annualized year which begins on August 1st and ends on July 31st. The first payment issued during the school year under this annualized payment schedule will be issued on August 15th.

2. Base Salary:

FY 2024: For FY 2023-2024, the base salary shall increase by 14%.
FY 2025: For FY 2024-2025, the base salary shall remain unchanged.

In the attached Salary Schedule, Rows A and B have been removed. The starting pay for a new employee will be at Row C. In addition, for 2024, there is an additional Row O, and for 2025, and additional Row P will be added.

Due to the passage of SB 231 in the 2023 Legislative Session and it being signed into law by the Governor, any funds that the District receives pursuant to SB 231 for increases to Classified salaries shall be directly passed through to the Classified Staff then employed by the District. The District will provide a supplemental Salary Schedule reflecting the increase in pay once the SB 231 funds are received by the District. This provision shall sunset June 30, 2025.

11.1-1 Educational Compensation – Educational Increment

Educational Degrees: Employees will be paid an annual increment of a maximum of $1,000.00 for an Associate of Arts Degree(s), or an annual increment of a maximum $1,500.00 for a Bachelor of Arts or Bachelor of Science degree(s) from an accredited institution approved by the Associate Superintendent of Human Resources. This annual increment will be prorated for the number of months that the employee has the degree. There is a maximum of one increment paid under this section no matter how many degrees an employee has. If an employee has an AA degree(s) and a BA/BS degree(s), the employee will only be paid for one BA/BS degree for a maximum of $1,500.00 per year. This increment cannot be combined with the increment in Article 11.1-2.

11.1-2 Professional Certification:

Employees will be paid an annual increment of a maximum of $500.00 for professional certification such as welding, air-conditioning, certified professional secretary which are job related and approved by the Associate Superintendent of Human Resources. There is a maximum of one increment paid under this section no matter how many professional certifications an employee has. This increment cannot be combined with the increment in Article 11.1-1.

11.1-3 Impact of Increments are PERS

The above salary increments are <u>not</u> subject to PERS contributions and will be paid separately each pay period or a prorated amount through the remainder of the year if the degree or certification is earned during the year.

11.1-4 Health Care Employees

Health Care employees will not be compensated for teaching a class such as CPR, Stop the Bleed, that they give during their work day. They may refuse to teach a class without any repercussions.

11.2 Overtime

All time worked in excess of forty (40) hours in a work week will be paid or credited as "compensatory time off" (CTO) at the rate of time and one-half (1-1/2). Overtime shall not count toward PERS (Public Employees Retirement System) retirement benefits as per NRS 286.481.

11.2-1 Definition of Overtime Pay:

"Except as it may conflict with the Nevada Revised Statutes at 284.180 and the Nevada Administrative Code at 284.250, overtime pay is defined as additional compensation earned by a member who is held over on his/her regular shift or is requested to return to duty at a time that is more than 12 hours after notice is given."

11.2-1-1 For the purposes of this Article "time worked" will include holiday, annual, personal and sick leave for which the employee was eligible and received pay.

11.2-1-2 The first day of the week will be Sunday.

11.2-2 All overtime must be approved. No employee shall receive overtime compensation for work which was not approved. The overtime will be paid to the employee unless compensatory time off (CTO) was agreed to by the supervisor and employee. If an employee chooses to be paid overtime in CTO at the rate of one and a half hours for each hour worked, it must be taken within the fiscal year overtime was worked. It is the responsibility of the applicable site administrator or supervisor to track compensatory time off used. If an employee does not use his compensatory time off within the fiscal year, the remaining hours will be forfeited.

11.2-3 Employees recalled for emergency work shall be guaranteed a minimum of two (2) hours work effective January 1, 1998, in accordance with Nevada Administrative Code (NAC) 284.214.

11.2-4 Employees who are called on the telephone during off duty hours and not called back to work pursuant to paragraph 3 will be compensated for any work performed on the telephone for actual hours in quarter hour increments. Payment at the overtime rate is subject to compliance with section 11.2 and NAC 284.214.

11.2-5 Call-back time will be counted toward PERS (Public Employees Retirement System) retirement benefits as per NRS 286.025.

Definition of Call-Back Pay:

"Except as it may conflict with the Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed his/her regular shift, is off duty for a period of time, and is requested to return to duty with less than 12-hours notice."

11.2-6 E-Learning: District required e-learning will be scheduled during the employee's professional development and/or early release days.

11.2-7 Computer Access: Employees will be allowed reasonable access to District computers at work sites during the employee's regular work hours to review District e-mails that are required for Classified employee review. Such access is subject to the operational requirements of the District including but not

limited to not conflicting with employees assigned work and prior approval of the School site administrator or designee.

11.2-8 Hours of Work, Rest and Lunch Periods: All breaks are to be scheduled and taken at the direction of the employee's immediate supervisor. Employee lunch and rest periods will follow District Regulation 420 (as amended). Appendix C.

11.3 Paid Holidays

11.3-1 Classified employees covered by this Agreement who are regularly scheduled to work four (4) or more hours per day or twenty (20) or more hours per week for twelve (12) months per year will be paid for these holidays:

1) Independence Day
2) Labor Day
3) Nevada Day
4) Veteran's Day
5) Thanksgiving Holiday (2 days)
6) Christmas Day (2 days)
7) New Year's Day (2 days)
8) President's Birthday
9) Memorial Day
10) Martin Luther King's Birthday
11) Easter Day (1 day)
12) Juneteenth

11.3-2 Other classified employees who meet the minimum standards for obtaining benefits will be paid for seven (7) holidays during the school year. Minimum standards for obtaining benefits are: to work four (4) hours per day or more on a regularly-scheduled basis, in a position scheduled for 120 consecutive work days or more. To receive holiday pay, the employee must work, or be in paid leave status, their regular scheduled work day before and after the holiday.

1) Nevada Day
2) President's Day
3) Memorial Day
4) Labor Day
5) Veteran's Day
6) Thanksgiving
7) Christmas Day
8) Martin Luther King's Birthday
9) New Year's Day
10) Juneteenth

11.3-3 The holiday benefit is "annualized" effective November 1997. An annualized employee is one who works less than 261 days/year, has full benefits and whose salary is divided by and paid in 24 paychecks.

11.4 Longevity Payment

11.4-1 Longevity Payments shall be made on the June 30 Payroll check.

11.4-2 Employees who have completed 6-9 years of continuous service shall receive a total of $500 in addition to his/her schedule salary.

11.4-3 Employees who have completed 10-14 years of continuous service shall receive a total of $1,000 in addition to his/her schedule salary.

11.4-4 Employees who have completed 15-19 years of continuous service shall receive a total of $1,700 in addition to his/her schedule salary.

11.4-5 Employees who have completed 20-24 years of continuous service shall receive a total of $2,200 in addition to his/her schedule salary.

11.4-5 Employees who have completed 25+ years of continuous service shall receive a total of $2,500 in addition to his/her schedule salary.

11.4-6 If an employee resigns or retires before the first payday in June he/she will receive his/her longevity, as set forth in Article 11.4 with his/her last paycheck if he/she has completed their previous school year.

11.4-7 Termination of employment automatically erases any longevity pay benefits. Re-employment after termination begins another term in the completion of continuous service. This section does not apply to employees who terminated and were re-employed prior to July 1, 1987.

11.5 Retirement

Employees with a regular work week which averages 20 hours or more will have, in addition to their salary, the current costs paid by the Carson City School District to the Public Employees Retirement System (PERS) for retirement benefits.

Employer Pay Compensation Schedule Adjustments:

11.5-1 When increases to the PERS Contribution Rate occur for regular members, the appropriate condition will begin on the effective date of the retirement contribution increase:

11.5-1-1 When regular members (employees) are not receiving a pay increase, the Classified Salary schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate. (NRS 286.421 (3)

11.5-1-2 When regular members (employees) are to receive a pay increase equivalent to one-half the amount of the change to the PERS Contribution Rate there will be no change to the Classified Salary Schedule. (*The employee is paying their share of the rate increase in lieu of an equivalent pay increase.*)

11.5-1-3 When regular members (employees) are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, the pay increase will be reduced by that one-half difference in the PERS Contribution Rate increase. (*The employee is paying their share of the rate increase by a reduced pay increase.*)

11.5-2 When reductions to the PERS Contribution Rate occur for regular members, the appropriate condition will begin on the effective date of the retirement contribution reduction:

11.5-2-1 When regular members (employees) are not receiving a pay increase, the Classified Salary schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.

11.5-2-2 When regular members (employees) are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the Classified Salary schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.

11.5-2-3 When regular members (employees) are receiving a pay increase greater than one-half of the difference in the reduction of the PERS Contribution Rate, the pay increase will be increased by that one-half reduction in the PERS Contribution Rate, and by any additional pay increase. (The employee is being paid their share of the reduction and additional pay raise.)

11.6 Job-Related Expenses

11.6-1 The Board will provide for the payment of the actual and necessary expenses, including traveling expenses, of any classified employee of the District incurred in the course of performing services for the District, under the direction of the Board.

11.6-2 The use of a personal vehicle shall be considered a legitimate job expense if travel is among schools to which the employee is assigned or travel is authorized in advance by the employee's immediate supervisor.

11.6-3 Use of personal vehicle for approved school purposes is reimbursable to the employee at the rate currently approved for certified staff.

11.6-4 Whenever the vehicle of an employee is damaged as a result of a collision or accident occurring in the course of performing services for the District, the District shall make reimbursement for collision insurance deductible, limited to a maximum of $200. If no collision is in force, the District will pay for the estimated damages, not to exceed $200. The District can refuse payment if:

11.6-4-1 The employee/driver is convicted of:

1) Manslaughter as a result of operating a vehicle;
2) Driving under the influence of intoxicating liquor, controlled substance, or other drug;
3) Failure to stop, failure to give information or failure to render assistance in the event of an accident;
4) Reckless driving;
5) Careless or imprudent driving;
6) Passing a school bus while loading or unloading passengers;
7) Speed contest, drag racing or exhibition of speed.

11.6-4-2 The employee/driver collects full amount of damages (including any deductibles) from the party responsible for the accident.

11.6-4-3 The employee/driver was not on District business as approved by the employee's supervisor.

11.7 Insurance

11.7-1 The Carson City School District will contribute the single employee premium for all full-time classified employees on the payroll an average of twenty (20) hours or more per week. In the event that the single employee premium for said full-time classified employees should increase prior to the expiration of the period of this contract or prior to a subsequent contract being negotiated between the parties, the District shall pay any such increase in the single employee premium contribution for said full-time classified employees during such interim period.

11.7-1-1 In case change in premiums or benefits make the policy untenable, the School Board may advertise for bids from another carrier.

11.7-1-2 The Association will allow the District to add an additional medical plan option to the existing medical plans which may be selected by employee's medical care coverage.

11.7-1-3 Effective July 1, 2010, the Carson City School District will contribute the single employee premium for all twelve (12) month and less than twelve (12) month full-time classified employees on the payroll an average of twenty (20) hours or more per week.

11.7-2 Representatives of the Association will be included as members of the Benefits Committee to make recommendations to the School Board regarding health insurance programs. As needed, the District and Association will continue to negotiate through the interest based bargaining (IBB) process facilitated by a federal mediator to mitigate future insurance costs which may include without limitation: further insurance plan design changes, capping District contributions and shift agreed upon portion of cost savings to salary matrix.

11.7-3 Tentative changes in premium shall be determined in time to be included in the final budget, if possible. The change in premium shall become effective on the date the budget, of which it becomes a part, goes into effect.

11.7-4 If available from the District indemnified insurance carrier, classified employees may have the option of purchasing high-risk insurance covering such things as intensive care, heart attacks, cancer insurance, etc.

11.7-5 IRS Section 457 Special Pay Plan – Effective July 1, 2003, employees retiring or terminating employment with compensation due in connection with unused annual leave, personal leave, sick leave or other separation payments will be paid in the form of deferred compensation through a defined 401 (A) special pay plan with a third-party administrator. Employees are immediately 100% vested in all contributions to the plan.

11.8 Industrial Compensation

Classified employees of this District are covered by compensation insurance with the State Industrial Insurance System. This coverage shall be provided by the Carson City School District at no cost to the employee; premiums shall be paid by the District.

11.9 President's Time – Absence for Negotiations

Absence for Negotiations:

11.9-1 Negotiation conferences or meetings between the parties shall be held at times and locations agreed upon by the parties.

11.9-2 Up to five (5) members of the Association's negotiating team shall be released from duties to attend such negotiating meetings. The length of this leave is not to exceed fifteen (15) working days in aggregate for the five (5) members granted leave under this provision. Such release time for the Association's team shall be without pay unless the Association has made prior arrangement with the District to reimburse the School District for members' hourly rate for such time and for the costs of any substitute(s) required to cover such absences. Such absences must be arranged with reasonable prior written notification.

11.9-3 Upon reasonable prior notification in writing, the superintendent shall grant the president of the Association up to ten (10) days leave to be used for Association business. Such time shall be without pay unless the Association has made prior arrangement with the District to reimburse the School District for the president's hourly rate for such time and for the costs of any substitute required to cover such leave. If the superintendent determines that such leave will benefit the District and is not performing duties or providing services to the Association, the costs of the leave will be borne by the District.

11.9-4 Representative's Time – Absence for CESA Business: If a meeting is called by the District that is during the work day at mutually agreed upon times, then there will not be any leave costs for the Association Representative. CESA Representatives will be granted leave with pay for the purpose of its members participating in meetings or proceedings with the District.

11.10 Temporary Assignment

Employees may be temporarily assigned to perform duties outside the scope of their regular job classification. If such assignment exceeds 5 working days duration, and if the employee is to continue in the temporary assignment he/she shall then be reclassified to the other job classification (minimum 2.5% in base hourly rate or step 1 of the grade in the higher classification, whichever is the higher rate) for the balance of such temporary assignment.

11.11 Supplemental Contracts

11.11-1 Supplemental contracts for the Carson City School District cover extra services involving time and direction of projects outside regular programs.

11.11-2 Classified employees who perform in a satisfactory manner will continue to be allowed renewal on a year-to-year basis after holding the same position for two consecutive years.

11.12 Probationary, Post-Probationary and Temporary Employees

11.12-1 Probationary Employees:

Probationary employees are defined as staff that have not completed the required six (6) months of service along with two (2) required evaluations with the first three (3) and months respectively. An extension of probation will be factored into this definition based on performance requirement. This provision also applies to an employee who has been promoted or transferred to a position and who has not completed his or her first six (6) months in the new classification.

Note: Probationary employees have no right to continued employment in their classifications. Therefore, probationary employees have no right to grieve employment actions taken by the District based on the District's determination that the probationary employee has not successfully completed his or her probation either as a new employee or as an employee who has been promoted or otherwise transferred to a new classification. However, a probationary employee may, grieve or otherwise challenge, the District's application and/or interpretation of this Agreement to said employee for all matters covered by the Agreement which do not relate to employment actions.

11.12-2 Post-Probationary Employees:

Post-probationary employees are defined as staff that have completed all of the probationary requirements and are recommended during the last probationary evaluation for post-probationary status.

11.12-3 **Temporary** Employees

The District will notify the Association when employing a temporary employee as described in Article 4.9 and include an estimate of the anticipated length of employment. The District does not have to notify the Association when hiring part-time employees as defined in Article 4.11.

Unless an emergency exists, the temporary employee will not work more than twenty consecutive weeks out of 52 weeks per year. The District may rehire the same employee for reoccurring seasonal needs. Temporary employees are not covered by terms of this Agreement.

If a temporary position is changed to a position covered by this Agreement, then the position will be advertised according to Article 12.

11.12-3-1 Temporary Employees Hired as Probationary:

Temporary or less than full time employees hired into a permanent position will serve the usual twelve (12) month probation. However, a temporary or less than full time employee hired into a permanent position in the same classification will be given the hours worked as a temporary employee as credit as time served towards his/her first merit increase in proportion to how many hours a full-time employee would have to work to get a merit increase. If such temporary employee has worked more hours than the equivalent of a year of full-time then the employee will be hired at the same step as if he/she had received his/her first merit increase and will be eligible for his/her next merit increase at the successful completion of the 12-month probation.

11.12-3-2 Probation of Permanent Employees After Promotion:

An employee promoted and then rejected for unsatisfactory work performance during the ensuing twelve (12) month probationary period shall have the right to assume the position from which the employee was promoted if that position or a like position is vacant.

11.13 Reclassification

Employees have a right to request reclassification, but must bring their request by February 28 of each year. The process for reclassification to be followed is set forth below.

1. The employee must meet with their immediate supervisor to explain why they believe that the work they are doing is out of class as compared with their job description and duties as assigned, and how they are working above their class.
2. The employee must then submit an application for reclassification on the District's form which is signed by the employee and their immediate supervisor to the Assistant Superintendent of Human Resources. If the request is approved by the Assistant Superintendent of Human Resources, then the employee is reclassified in their new position, retroactive to the date of application. If the reclassification is denied, then the employee may submit a request for reconsideration within ten (10) calendar days.
3. The reconsideration will be heard by the Superintendent, the president of the Association, and a District employee who is employed in a similar position within the District.
4. If approved by the Superintendent, the employee will be reclassified into the new position and paid retroactive to the date of the application. If denied by the Superintendent, the employee may not re-apply for reconsideration for two (2) years.

11.14 Transportation

Bus drivers volunteering to drive for District-sponsored field trips will be paid at their current rate of pay.

11.15 Annualized Classified Employees

11.15-1 An "annualized" classified employee is an employee represented by the Association who is not scheduled to work at least 261 days in 12 calendar months.

11.15-2 No benefited annualized employees will be hired after April 30 of each year. Open classified positions will be filled with temporary employees until the beginning of the new school year.

11.15-3 An annualized classified employee salary schedule is based on the annual rates set forth in Article 11.1 restated as a regular hourly rate, hours worked, holidays and annual leave accrual set forth in the CBA.

11.14-4 Annualized classified employees will receive their step and/or annual leave accrual increases in his/her first paycheck of the school year.

11.15-5 Sick leave benefits earned for the entire school year will be posted in the annualized classified employee's first paycheck of the school year.

11.15-6 If an employee resigns or retires prior to the first payday in June, the employee will receive his/her longevity payment, as set forth in Article 11.4, with his/her last paycheck, if he/she completed the previous school year.

11.15-7 If an annualized classified employee resigns or is terminated from his/her employment with the District prior to the end of a school year, his/her sick leave will be prorated for actual time worked and the employee's final paycheck will be reduced by the prorated holidays/annual leave remaining in the school year after the effective date of the resignation or termination.

11.15-8 An annualized classified employee hired after the beginning of the school year must work a minimum of six (6) months to receive a step increase in the beginning of the succeeding school year, e.g. August/September of 2000 if hired during the 1998/99 school year and has not worked a minimum of six (6) months.

11.15-9 Overtime compensation is computed using the employee's regular hourly rate.

ARTICLE 12 - POSITION OPENINGS AND EXAMINATIONS AND JOB DESCRIPTIONS

12.1 Position openings in the classified service which are announced on an open competitive or promotional basis shall be posted by the District for a period of not less than ten (10) working days.

12.2 Public announcement of examinations shall specify the title and salary range of the position, duties to be performed, the minimum qualifications required, the final date on which applications will be accepted, the type of examination and special conditions of employment if applicable.

12.3 The District will draft and provide job descriptions for each job classification recognized under this agreement reflecting duties, title, series (if applicable) and grade. The job description will be updated by the District if there have been changes in job duties no less than once every five (5) years.

Prior to implementation of any new or revised job descriptions the Association will be provided thirty (30) calendar days to review and provide written comments to the District regarding bargaining unit job descriptions.

Job descriptions will be posted on the District's website, and such postings will remain up-to date.

The contents of job descriptions are not subject to negotiations.

ARTICLE 13--SAFETY PROGRAM

13.1 The District agrees to make reasonable efforts to continue providing safety equipment, which in the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.

13.2 The District further agrees to continue to maintain safe and healthful conditions in accordance with applicable Nevada Revised Statutes.

13.2-1 The Superintendent may determine that conditions are so severe as to make it impractical for students and employees to report to their work site and except for determined required employees the school(s) will be closed. Such determinations will be solely the responsibility of the Superintendent or his/her designee. In such a case all classified employees who work less than 12 months shall stay home with pay for that day and they shall make up the day at a designated time later in the school year. In such cases the following will occur:

13.2-1-1 Prior to September 1st of each school year the Superintendent will notify the Association of the designated personnel he/she determines necessary for an Incident Command Team (ICT) of classified employees. The Superintendent may modify the ICT as necessary on a case-by-case basis.

13.2-1-2 The Superintendent or designee will activate the Incident Command Team (ICT). When the ICT is activated all classified employees of the ICT will be expected to report to their duty sites unless excused by their supervisor. Each designated member of the ICT who reports to work during such closing of the schools will be paid time and one-half his/her hourly wage for every hour worked. A non-ICT employee called in by their supervisor will be paid a minimum of two (2) hours if called in and then requested to return home.

If the ICT reports to work and conditions are such they must return home early, the balance of the day will be treated as a full day worked. Pay will be time and one-half for actual hours worked and regular pay for the balance of hours.

If an employee, who is not ICT, is requested by their principal to report to work they will be paid time and one half for actual hours worked.

13.2-1-3 All classified employees who work less than 12 months, will be paid for such a day but will make up the day. All 12-month classified employees who are not ICT and did not work may take annual, personal or CTO leave. All 12-month employees will have the option to work an additional one (1) hour per day to make up days when school has been canceled by the Superintendent. These extra hours will be credited at the regular employee hourly rate, not overtime, and will be managed by the employee's supervisor. If an employee is choosing this option, the hours must be made up/completed by the end of the current fiscal year, or annual/personal leave will be applied.

13.2-1-4 The District will establish and conduct a safety program as required by NRS Chapter 618. The safety program will be administered by a responsible Administrator appointed by the District to insure compliance with all statutory requirements set forth in NRS Chapter 618.

13.3 Protection from Physical Harm: The District agrees to assist a classified employee who is injured by a student while acting within the scope of his/her employment in accordance with District policies and direction. Administrative leave will be authorized by the superintendent, upon request, without deductions to sick leave.

ARTICLE 14–REDUCTION IN FORCE

14.1 Seniority Date and Qualifications

14.1-1 In the event the District determines that the classified employee staff must be reduced, the "seniority" with Carson City School District shall determine the order in which members of the two classified bargaining units shall be reduced provided, however, that no employee shall be replaced by another employee not qualified (in the District's opinion) for such classification nor shall one employee replace another if the latter employee is at a higher salary range. An employee in one occupational series shall not "bump" an employee in another occupational series.

14.1-2 "Seniority date" shall mean the most recent date of employment with the Carson City School District. "Seniority" shall be based on the total time worked or in paid leave status from the seniority date.

14.1-3 In the event two or more employees have the same seniority, then seniority shall be determined by a lottery in which employees having the same seniority shall draw lots in accordance with a pre-determined procedure.

14.1-4 In the event of a layoff, existing vacancies will be utilized to the maximum extent possible to place permanent employees in continuing positions who otherwise would be terminated from the District. All layoffs will be carried out in compliance with applicable laws and regulations.

14.1-5 All permanent employees terminated by layoff shall be placed on a re-employment priority list for all positions in their occupational series for which they are qualified and available and which positions are not a higher level than previously held. All such employees must be given preference for rehiring in permanent positions for which they are qualified. Names shall remain on the re-employment priority list for one year. However, refusal of a comparable permanent position may result in removal from the re-employment priority list.

14.1-6 Any resignation or termination of employment shall constitute a "break" in seniority, unless the termination was a result of layoff in which case the employee will be allowed to keep his/her seniority date if the employee is re-employed within the period of his/her layoff eligibility.

14.1-7 Leaves of absence without pay shall not change the employee's seniority date, but shall not count toward seniority.

14.1-8 All other conditions being equal, the seniority shall prevail as the determining factor for purposes of layoff and first right to rehire.

14.1-9 The Association will be informed of any pending reduction in force prior to the official notification of employees affected thereby at the earliest date release of said information is authorized. The Association and the District shall meet to discuss the reasons for the layoffs, the number and types of positions affected, and the approximate date the layoffs will take place. At this time, the Association may make its views and recommendations known (in writing) to the Associate Superintendent of Human Resources concerning the implementation of such layoffs.

ARTICLE 15–EMPLOYEE EVALUATIONS

15.1 The employee anniversary date is the original date of hire.

15.2 Evaluation of permanent employees shall be done annually by May 1st unless this date is extended for good cause by Human Resources with written notification to the employee and site administrator as to the revised due date. The evaluation "due" date may change if a reclassification has been implemented. The next evaluation will be due twelve months from the new reclassification date. All classified employees will be evaluated on the approved evaluation form provided by the District.

15.3 Permanent employees will be evaluated once (1) during each twelve-month period, unless problems exist in which case evaluations would be made on an unscheduled basis.

15.4 If an employee receives an unsatisfactory evaluation, the employee shall be re-evaluated in three (3) months.

15.5 In cases where an employee believes that the overall performance rating or a particular rating received under a performance review is unfair, the employee may discuss his/her concerns with the supervisor in an attempt to reach a satisfactory resolution and enter any remarks deemed appropriate in the section provided on the performance evaluation form.

15.6 If the employee is not evaluated on the appropriate evaluation date, his/her merit increase shall be processed on the next pay period.

ARTICLE 16–PAYROLL DEDUCTION

16.1-1 The School Board agrees to deduct from the salaries of its classified employees dues for the Carson Educational Support Association (CESA), as classified employees individually voluntarily authorize the School Board to deduct, and to transmit the monies promptly to the CESA. Authorization will be written on forms provided by the Association.

16.1-2 The Association will certify to the School Board in writing the current rate of membership dues. The School Board will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

16.1-3 Deductions referred to in 16.1-1 will be made in equal installments semi-monthly during the year. Deductions will be made effective the date the membership form is signed, and the dues for the sign-up pay period shall be deducted from the following month's salary.

16.1-4 No later than October 15th of each year, the Association will provide the School Board with a list of those employees who have voluntarily authorized the School Board to deduct dues for the organization named in Section 1 above. The Association will notify the School Board monthly of any changes in said list. Any classified employee desiring to have the School District discontinue deductions he/she has previously authorized

must notify the Association in writing between July 1st and July 15th of each year for that school year's dues. Membership dues will then be discontinued as of the 1st pay period in August.

16.1-5 Upon termination of any employee, dues for the Association will end the month of termination.

16.1-6 The Association shall indemnify and save harmless the employer from any and all claims, demands, suits and costs, incurred in connection with any such claim, demand and suit, resulting from any action taken by the employer for the purpose of complying with the provisions of this Article. The School Board may designate one person to act on its behalf with respect to the accounting and administrative functions required by this Article; and may direct that such person be responsible for questions and problems regarding such accounting and administrative functions.

ARTICLE 17--BILINGUAL SERVICES PROGRAM

The District will determine the number of employees per school/work site that may be certified for bilingual skills compensation in the following categories: (1) primary bilingual skills designation, and (2) secondary bi-lingual skills designation.

The bi-lingual certification process includes written and oral testing as determined by the District. The District pays the cost on the initial test and employees pay for the cost of any re-tests following failure of the initial test. Employees certified by the District shall be paid in addition to their regular hourly rate, bilingual skills compensation of an increment of $1,200 per year (prorated for based on actual number of work days following certification date) if designated by the District for primary bi-lingual skills and $2.00 per hour if designated by the District for secondary bi-lingual skills. Such secondary bi-lingual skills work shall be documented and approved on the employee's time sheet. Such hourly work will be compensated in minimum15 minute increments.

This benefit is not applicable to employees hired by the District with foreign language skills that are a condition of continued employment, e.g. ESL (English as a Second Language) Paraprofessional. This pilot program is effective thirty (30) calendar days following ratification and approval by the parties and not retroactive to July 1, 2011, and expires and is of no further effect after June 30, 2013, unless extended in writing by the Association and the District.

Pursuant to the identification and selection of staff that will be providing bilingual services for the Carson City School District, the following procedures are hereby established:

17.1: Bilingual Procedures:

Step 1: The District will identify primary and secondary bilingual services staff defined as:

Primary: Staff that provide interpretation and/or translation of routine documents on a daily basis. No intent to have employees translate technical manuals or documents. This task would be translated by third party company.

Secondary: Staff that provide interpretation and/or translation of routine documents on an infrequent or as-needed basis.

Step 2: The District will train bilingual services staff with regard to FERPA, IEP, confidentiality, and best practices for interpreting.

Step 3: A third party company will administer the speaking (oral) and written competency test. The results of the test will determine fluency. The first language test will be at the District's expense. Any retests will be at the employee's expense.

17.2: Compensation:

Primary bilingual services staff will receive the initial prorated $1200 stipend. The intent of this section is to solely have one primary staff member per site. Thereafter, primary staff will receive the full stipend if certified in the beginning of the school year or a prorated portion based on number of work days if certified after the beginning of the school year. Secondary bilingual services staff will receive a $2 per hour increment in addition to their regular hourly rate that will be noted and submitted on a time sheet. In addition, primary bilingual services staff must satisfactorily pass the speaking and written parts of the competency test to receive the $1,200 stipend and secondary bilingual staff must pass the speaking portion of the competency test to receive the increment.

ARTICLE 18--USE OF FACILITIES

The Carson City School District Classified Employees shall have the right to use school mail boxes, email, and the inter-school mail service for organizational materials, provided that all such material is clearly identified and of a non-political nature. The Association accepts the responsibility for such material. The Association shall be allowed to use school buildings for Association meetings so long as arrangements have been made with the superintendent of schools or an authorized representative. Such meetings shall not conflict with any regular or special educational activities and such use shall not involve extra or other unusual expense to the District. Use of buildings on other than school days requires the approval of the superintendent or his representative. Any added expense resulting from Association use shall be paid by the Association.

ARTICLE 19--CALENDAR

Classified employees will be invited to provide input to the formulation of the Christmas and Easter vacations into the school calendar.

ARTICLE 20--GENERAL SAVINGS CLAUSE

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

ARTICLE 21--TENTATIVE AGREEMENT PROCEDURE

21.1 It is hereby agreed by and between the undersigned parties that the procedure set forth herein shall be used during the course of their collective bargaining negotiations to

demonstrate tentative agreement on any provision for their collective bargaining agreement.

21.2 Any provision for a collective bargaining agreement tentatively agreed to in negotiations between the Association panel and the School Board panel shall be stated in writing and shall be initialed and dated by the chief negotiator for each party.

21.3 The subject matter of any provision for collective bargaining agreement between the Association panel and the School Board panel which has been initialed in accordance with paragraph 20.1 above may not be reopened except by mutual agreement of both parties.

21.4 If the panels tentatively agree to and initial the provisions of a total agreement, the provisions of that agreement shall be subject to ratification and adoption by the members of the School Board. However, an initialed total Agreement shall commit the Association to submit the contents of that Agreement to its membership with a firm unanimous recommendation from its entire panel in favor of ratification and shall commit the School Board panel to submit the contents of that Agreement to the School Board with a firm unanimous recommendation in favor of its ratification and adoption.

21.5 The Association shall retain negotiations information requested and provided by District pursuant to NRS 288.180 (2) for a period of five years from receipt to avoid duplicate request in future years. Requested information available on District website will be provided by_District with reference to location on District website where Association can download and print requested information.

ARTICLE 22–TERMS OF AGREEMENT

22.1 This Agreement, when ratified by both parties, shall become effective July 1, 2023, and shall remain in force until June 30, 2025.

22.2 If the parties cannot agree on any particular issue for negotiations, and there has been a provision in the prior Agreement on this subject, that provision shall continue in the contract until changed by mutual agreement or by binding arbitration.

22.3 The Agreement will be posted on the District's website within thirty (30) days after both parties have proof read and approved and signed the final draft. The Association will provide copies of the Agreement to any current or newly hired employees who do not have internet access and who request a copy. Association President or designee may use District copying equipment during non-work hours.

22.4 The District may reopen the Agreement to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).

CARSON EDUCATIONAL SUPPORT ASSOCIATION (CESA)

PRESIDENT	DATE 7/25/23
NEGOTIATIONS CHAIRPERSON	DATE 7/25/23

CARSON CITY BOARD OF SCHOOL TRUSTEES

PRESIDENT	DATE 7/25/23
CLERK	DATE 7-25-23

APPENDIX A- SALARY SCHEDULE 2023-2025

FY24 | 14% | Classified Increase

	Administrative Assistants		
	Admin I	Admin II	Admin III
A	$18.88	$21.14	$22.68
B	$19.26	$21.57	$23.13
C	$19.64	$22.00	$23.60
D	$20.03	$22.44	$24.07
E	$20.43	$22.89	$24.55
F	$20.84	$23.34	$25.04
G	$21.26	$23.81	$25.54
H	$21.69	$24.29	$26.05
I	$22.12	$24.77	$26.57
J	$22.56	$25.27	$27.10
K	$23.01	$25.77	$27.65
L	$23.47	$26.29	$28.20
M	$23.94	$26.82	$28.76
N	$24.42	$27.35	$29.34
O	$24.91	$27.90	$29.93

Supplemental Modifiers	
Admin Supervisory 2-5	5%
Admin Supervisory 6+	7%
DAC Manager/Bookkeeper	10%

	Custodial		
	Custodian I	Custodian II	Custodian III
A	$15.85	$16.65	$19.14
B	$16.17	$16.98	$19.53
C	$16.50	$17.32	$19.92
D	$16.83	$17.67	$20.32
E	$17.16	$18.02	$20.72
F	$17.50	$18.38	$21.14
G	$17.86	$18.75	$21.56
H	$18.21	$19.12	$21.99
I	$18.58	$19.51	$22.43
J	$18.95	$19.90	$22.88
K	$19.33	$20.29	$23.34
L	$19.71	$20.70	$23.80
M	$20.11	$21.11	$24.28
N	$20.51	$21.54	$24.77
O	$20.92	$21.97	$25.26

Supplemental Modifiers	
Custodial Supervisory 3-5 (only Custodian III)	5%
Custodial Supervisory 6+ (only Custodian III)	14%
Utility (only Custodian I)	10%

FY24

	DHH Interpreters			
	DHH Interpreter I	DHH Interpreter II	DHH Interpreter III	DHH Interpreter IV
A	$21.90	$22.99	$24.14	$27.76
B	$22.34	$23.45	$24.63	$28.32
C	$22.78	$23.92	$25.12	$28.89
D	$23.24	$24.40	$25.62	$29.46
E	$23.70	$24.89	$26.13	$30.05
F	$24.18	$25.39	$26.66	$30.65
G	$24.66	$25.89	$27.19	$31.27
H	$25.15	$26.41	$27.73	$31.89
I	$25.66	$26.94	$28.29	$32.53
J	$26.17	$27.48	$28.85	$33.18
K	$26.69	$28.03	$29.43	$33.84
L	$27.23	$28.59	$30.02	$34.52
M	$27.77	$29.16	$30.62	$35.21
N	$28.33	$29.74	$31.23	$35.92
O	$28.89	$30.34	$31.86	$36.63

	Fiscal	
	Accountant I	Accountant II
A	$22.70	$24.97
B	$23.16	$25.47
C	$23.62	$25.98
D	$24.09	$26.50
E	$24.57	$27.03
F	$25.06	$27.57
G	$25.57	$28.12
H	$26.08	$28.68
I	$26.60	$29.26
J	$27.13	$29.84
K	$27.67	$30.44
L	$28.23	$31.05
M	$28.79	$31.67
N	$29.37	$32.30
O	$29.95	$32.95

FY24

	HR	
	HR Analyst	HR Benefits Analyst
A	$22.70	$24.97
B	$23.16	$25.47
C	$23.62	$25.98
D	$24.09	$26.50
E	$24.57	$27.03
F	$25.06	$27.57
G	$25.57	$28.12
H	$26.08	$28.68
I	$26.60	$29.26
J	$27.13	$29.84
K	$27.67	$30.44
L	$28.23	$31.05
M	$28.79	$31.67
N	$29.37	$32.30
O	$29.95	$32.95

	Grounds
	Groundskeeper
A	$19.60
B	$19.99
C	$20.39
D	$20.80
E	$21.22
F	$21.64
G	$22.07
H	$22.52
I	$22.97
J	$23.43
K	$23.89
L	$24.37
M	$24.86
N	$25.36
O	$25.86

	Information Technology		
	IT Support Tech I	IT Support Tech II	IT Engineer Salary (PROTECH)*
A	$19.35	$25.16	$69,910
B	$19.74	$25.66	$71,308
C	$20.14	$26.18	$72,735
D	$20.54	$26.70	$74,189
E	$20.95	$27.23	$75,673
F	$21.37	$27.78	$77,187
G	$21.80	$28.33	$78,730
H	$22.23	$28.90	$80,305
I	$22.68	$29.48	$81,911
J	$23.13	$30.07	$83,549
K	$23.59	$30.67	$85,220
L	$24.06	$31.28	$86,925
M	$24.54	$31.91	$88,663
N	$25.04	$32.55	$90,436
O	$25.54	$33.20	$92,245

Supplemental Modifiers	
Tech Supervisory 3-5 (only IT Support Tech II)	5%

*Network Engineer & System Engineer

FY24

	Maintenance
	Maintenance
A	$24.19
B	$24.68
C	$25.17
D	$25.67
E	$26.19
F	$26.71
G	$27.25
H	$27.79
I	$28.35
J	$28.91
K	$29.49
L	$30.08
M	$30.68
N	$31.30
O	$31.92

	Health Services	
	Clinical Aide Salary	Clinical Procedure Nurse Salary
A	$21.21	$32.88
B	$21.64	$33.54
C	$22.08	$34.21
D	$22.52	$34.90
E	$22.97	$35.59
F	$23.43	$36.31
G	$23.89	$37.03
H	$24.38	$37.77
I	$24.86	$38.53
J	$25.36	$39.30
K	$25.87	$40.08
L	$26.39	$40.89
M	$26.91	$41.70
N	$27.45	$42.54
O	$28.00	$43.53

Supplemental Modifiers

EMT (only Clinical Aide)	5%

FY24

	Nutrition	
	Cook/Baker	Cafeteria Manager
A	$16.54	$19.02
B	$16.87	$19.40
C	$17.21	$19.79
D	$17.55	$20.18
E	$17.90	$20.59
F	$18.26	$21.00
G	$18.62	$21.42
H	$19.00	$21.85
I	$19.38	$22.28
J	$19.76	$22.73
K	$20.16	$23.18
L	$20.56	$23.65
M	$20.97	$24.12
N	$21.39	$24.60
O	$21.82	$25.10

Supplemental Modifiers

Middle School (only Cafeteria Managers)	5%
High School/Central Kitchen (only Cafeteria Managers)	7%

FY24

	Specialty					
	Library Media Tech	Library Media Clerk/Senior Project Coord.	Campus Monitor/ Safety Officer I	Bilingual Parent Engagement Coordinator	Distance Education Assistant	Instructional Program Coordinator
A	$21.22	$20.83	$19.91	$18.91	$19.87	$22.70
B	$21.64	$21.25	$20.31	$19.29	$20.27	$23.15
C	$22.08	$21.67	$20.71	$19.67	$20.67	$23.62
D	$22.52	$22.11	$21.13	$20.07	$21.09	$24.09
E	$22.97	$22.55	$21.55	$20.47	$21.51	$24.57
F	$23.43	$23.00	$21.98	$20.88	$21.94	$25.06
G	$23.90	$23.46	$22.42	$21.30	$22.38	$25.56
H	$24.37	$23.93	$22.87	$21.72	$22.83	$26.08
I	$24.86	$24.41	$23.33	$22.16	$23.28	$26.60
J	$25.36	$24.90	$23.79	$22.60	$23.75	$27.13
K	$25.87	$25.39	$24.27	$23.05	$24.22	$27.67
L	$26.38	$25.90	$24.75	$23.51	$24.71	$28.23
M	$26.91	$26.42	$25.25	$23.98	$25.20	$28.79
N	$27.45	$26.95	$25.75	$24.46	$25.71	$29.37
O	$28.00	$27.49	$26.27	$24.95	$26.22	$29.95

FY24

	Paraprofessionals			
	Paraprofessionals	Special Ed Paraprofessional I	Special Ed Paraprofessional II	Special Ed Paraprofessional III
A	$15.73	$18.09	$18.99	$0.00
B	$16.04	$18.45	$19.37	$0.00
C	$16.36	$18.82	$19.76	$21.73
D	$16.69	$19.19	$20.15	$22.17
E	$17.02	$19.58	$20.56	$22.61
F	$17.36	$19.97	$20.97	$23.06
G	$17.71	$20.37	$21.39	$23.52
H	$18.07	$20.78	$21.81	$24.00
I	$18.43	$21.19	$22.25	$24.48
J	$18.80	$21.61	$22.70	$24.96
K	$19.17	$22.05	$23.15	$25.46
L	$19.55	$22.49	$23.61	$25.97
M	$19.95	$22.94	$24.08	$26.49
N	$20.34	$23.40	$24.57	$27.02
O	$20.75	$23.86	$25.06	$27.56

Supplemental Modifiers	
ESL or Home Advocate (only Paraprofessionals)	20%
Kinder & Pre K & Tutoring (only Paraprofessionals)	5%

	Instructional Assistants	
	Instructional Assistant I	Instructional Assistant II
A	$16.33	$18.09
B	$16.65	$18.45
C	$16.99	$18.82
D	$17.33	$19.19
E	$17.67	$19.58
F	$18.03	$19.97
G	$18.39	$20.37
H	$18.75	$20.78
I	$19.13	$21.19
J	$19.51	$21.61
K	$19.90	$22.05
L	$20.30	$22.49
M	$20.71	$22.94
N	$21.12	$23.40
O	$21.54	$23.86

FY24

	Transportation				
	Bus Attendant	Bus Driver	Mechanic I	Mechanic II	Mechanic III
A	$17.00	$18.87	$17.05	$23.87	$26.26
B	$17.34	$19.25	$17.39	$24.35	$26.79
C	$17.68	$19.63	$17.74	$24.84	$27.32
D	$18.04	$20.03	$18.10	$25.34	$27.87
E	$18.40	$20.43	$18.46	$25.84	$28.43
F	$18.77	$20.84	$18.83	$26.36	$28.99
G	$19.14	$21.25	$19.20	$26.89	$29.57
H	$19.53	$21.68	$19.59	$27.42	$30.17
I	$19.92	$22.11	$19.98	$27.97	$30.77
J	$20.31	$22.55	$20.38	$28.53	$31.38
K	$20.72	$23.00	$20.79	$29.10	$32.01
L	$21.13	$23.46	$21.20	$29.68	$32.65
M	$21.56	$23.93	$21.63	$30.28	$33.31
N	$21.99	$24.41	$22.06	$30.88	$33.97
O	$22.43	$24.90	$22.50	$31.50	$34.65

Supplemental Modifiers

Special Ed Driver (only Bus Driver)	5%
Substitute Driver (only Bus Driver)	5%
Bus Driver Trainer (only Bus Driver)	27.5%

	Warehouse
	Warehouse Specialist**
A	$17.03
B	$17.37
C	$17.72
D	$18.07
E	$18.43
F	$18.80
G	$19.18
H	$19.56
I	$19.95
J	$20.35
K	$20.76
L	$21.17
M	$21.60
N	$22.03
O	$22.47

** Mail Truck Driver & Inventory Specialist

FY24

	District Supervisory							
	Warehouse Coordinator	Grants Supervisor	Operations Coordinator	Payroll Supervisor	Grounds Supervisor	Director of Nutrition	Transport ation Superviso	Purchasing Supervisor
A	$20.85	$27.31	$25.25	$27.31	$24.08	$27.31	$27.31	$27.31
B	$21.26	$27.85	$25.76	$27.85	$24.56	$27.85	$27.85	$27.85
C	$21.69	$28.41	$26.27	$28.41	$25.05	$28.41	$28.41	$28.41
D	$22.12	$28.98	$26.80	$28.98	$25.55	$28.98	$28.98	$28.98
E	$22.56	$29.56	$27.33	$29.56	$26.06	$29.56	$29.56	$29.56
F	$23.02	$30.15	$27.88	$30.15	$26.58	$30.15	$30.15	$30.15
G	$23.48	$30.75	$28.44	$30.75	$27.11	$30.75	$30.75	$30.75
H	$23.95	$31.37	$29.00	$31.37	$27.66	$31.37	$31.37	$31.37
I	$24.42	$31.99	$29.58	$31.99	$28.21	$31.99	$31.99	$31.99
J	$24.91	$32.63	$30.18	$32.63	$28.77	$32.63	$32.63	$32.63
K	$25.41	$33.29	$30.78	$33.29	$29.35	$33.29	$33.29	$33.29
L	$25.92	$33.95	$31.40	$33.95	$29.94	$33.95	$33.95	$33.95
M	$26.44	$34.63	$32.02	$34.63	$30.53	$34.63	$34.63	$34.63
N	$26.97	$35.32	$32.66	$35.32	$31.14	$35.32	$35.32	$35.32
O	$27.51	$36.03	$33.32	$36.03	$31.77	$36.03	$36.03	$36.03

FY25 | 0% | Increase

	Administrative Assistants		
	Admin I	Admin II	Admin III
A	$18.88	$21.14	$22.68
B	$19.26	$21.57	$23.13
C	$19.64	$22.00	$23.60
D	$20.03	$22.44	$24.07
E	$20.43	$22.89	$24.55
F	$20.84	$23.34	$25.04
G	$21.26	$23.81	$25.54
H	$21.69	$24.29	$26.05
I	$22.12	$24.77	$26.57
J	$22.56	$25.27	$27.10
K	$23.01	$25.77	$27.65
L	$23.47	$26.29	$28.20
M	$23.94	$26.82	$28.76
N	$24.42	$27.35	$29.34
O	$24.91	$27.90	$29.93
P	$25.41	$28.46	$30.52

Supplemental Modifiers	
Admin Supervisory 2-5	5%
Admin Supervisory 6+	7%
DAC Manager/Bookkeeper	10%

	Custodial		
	Custodian I	Custodian II	Custodian III
A	$15.85	$16.65	$19.14
B	$16.17	$16.98	$19.53
C	$16.50	$17.32	$19.92
D	$16.83	$17.67	$20.32
E	$17.16	$18.02	$20.72
F	$17.50	$18.38	$21.14
G	$17.86	$18.75	$21.56
H	$18.21	$19.12	$21.99
I	$18.58	$19.51	$22.43
J	$18.95	$19.90	$22.88
K	$19.33	$20.29	$23.34
L	$19.71	$20.70	$23.80
M	$20.11	$21.11	$24.28
N	$20.51	$21.54	$24.77
O	$20.92	$21.97	$25.26
P	$21.34	$22.41	$25.77

Supplemental Modifiers	
Custodial Supervisory 3-5 (only Custodian III)	5%
Custodial Supervisory 6+ (only Custodian III)	14%
Utility (only Custodian I)	10%

FY25

	DHH Interpreters			
	DHH Interpreter I	DHH Interpreter II	DHH Interpreter III	DHH Interpreter IV
A	$21.90	$22.99	$24.14	$27.76
B	$22.34	$23.45	$24.63	$28.32
C	$22.78	$23.92	$25.12	$28.89
D	$23.24	$24.40	$25.62	$29.46
E	$23.70	$24.89	$26.13	$30.05
F	$24.18	$25.39	$26.66	$30.65
G	$24.66	$25.89	$27.19	$31.27
H	$25.15	$26.41	$27.73	$31.89
I	$25.66	$26.94	$28.29	$32.53
J	$26.17	$27.48	$28.85	$33.18
K	$26.69	$28.03	$29.43	$33.84
L	$27.23	$28.59	$30.02	$34.52
M	$27.77	$29.16	$30.62	$35.21
N	$28.33	$29.74	$31.23	$35.92
O	$28.89	$30.34	$31.86	$36.63
P	$29.47	$30.95	$32.49	$37.37

	Fiscal	
	Accountant I	Accountant II
A	$22.70	$24.97
B	$23.16	$25.47
C	$23.62	$25.98
D	$24.09	$26.50
E	$24.57	$27.03
F	$25.06	$27.57
G	$25.57	$28.12
H	$26.08	$28.68
I	$26.60	$29.26
J	$27.13	$29.84
K	$27.67	$30.44
L	$28.23	$31.05
M	$28.79	$31.67
N	$29.37	$32.30
O	$29.95	$32.95
P	$30.55	$33.61

FY25

	HR	
	HR Analyst	HR Benefits Analyst
A	$22.70	$24.97
B	$23.16	$25.47
C	$23.62	$25.98
D	$24.09	$26.50
E	$24.57	$27.03
F	$25.06	$27.57
G	$25.57	$28.12
H	$26.08	$28.68
I	$26.60	$29.26
J	$27.13	$29.84
K	$27.67	$30.44
L	$28.23	$31.05
M	$28.79	$31.67
N	$29.37	$32.30
O	$29.95	$32.95
P	$30.55	$33.61

	Grounds
	Groundskeeper
A	$19.60
B	$19.99
C	$20.39
D	$20.80
E	$21.22
F	$21.64
G	$22.07
H	$22.52
I	$22.97
J	$23.43
K	$23.89
L	$24.37
M	$24.86
N	$25.36
O	$25.86
P	$26.38

	Information Technology		
	IT Support Tech I	IT Support Tech II	IT Engineer Salary (PROTECH)*
A	$19.35	$25.16	$69,910
B	$19.74	$25.66	$71,308
C	$20.14	$26.18	$72,735
D	$20.54	$26.70	$74,189
E	$20.95	$27.23	$75,673
F	$21.37	$27.78	$77,187
G	$21.80	$28.33	$78,730
H	$22.23	$28.90	$80,305
I	$22.68	$29.48	$81,911
J	$23.13	$30.07	$83,549
K	$23.59	$30.67	$85,220
L	$24.06	$31.28	$86,925
M	$24.54	$31.91	$88,663
N	$25.04	$32.55	$90,436
O	$25.54	$33.20	$92,245
P	$26.05	$33.86	$94,090

Supplemental Modifiers	
Tech Supervisory 3-5 (only IT Support Tech II)	5%

*Network Engineer & System Engineer

FY25

	Maintenance
	Maintenance
A	$24.19
B	$24.68
C	$25.17
D	$25.67
E	$26.19
F	$26.71
G	$27.25
H	$27.79
I	$28.35
J	$28.91
K	$29.49
L	$30.08
M	$30.68
N	$31.30
O	$31.92
P	$32.56

	Health Services	
	Clinical Aide Salary	Clinical Procedure Nurse Salary
A	$21.21	$32.88
B	$21.64	$33.54
C	$22.08	$34.21
D	$22.52	$34.90
E	$22.97	$35.59
F	$23.43	$36.31
G	$23.89	$37.03
H	$24.38	$37.77
I	$24.86	$38.53
J	$25.36	$39.30
K	$25.87	$40.08
L	$26.39	$40.89
M	$26.91	$41.70
N	$27.45	$42.54
O	$28.00	$43.53
P	$28.55	$44.40

Supplemental Modifiers

EMT (only Clinical Aide)	5%

FY25

	Nutrition	
	Cook/Baker	Cafeteria Manager
A	$16.54	$19.02
B	$16.87	$19.40
C	$17.21	$19.79
D	$17.55	$20.18
E	$17.90	$20.59
F	$18.26	$21.00
G	$18.62	$21.42
H	$19.00	$21.85
I	$19.38	$22.28
J	$19.76	$22.73
K	$20.16	$23.18
L	$20.56	$23.65
M	$20.97	$24.12
N	$21.39	$24.60
O	$21.82	$25.10
P	$22.26	$25.60

Supplemental Modifiers

Middle School (only Cafeteria Managers)	5%
High School/Central Kitchen (only Cafeteria Managers)	7%

FY25

	Specialty					
	Library Media Tech	Library Media Clerk/Senior Project Coord.	Campus Monitor/ Safety Officer I	Bilingual Parent Engagement Coordinator	Distance Education Assistant	Instructional Program Coordinator
A	$21.22	$20.83	$19.91	$18.91	$19.87	$22.70
B	$21.64	$21.25	$20.31	$19.29	$20.27	$23.15
C	$22.08	$21.67	$20.71	$19.67	$20.67	$23.62
D	$22.52	$22.11	$21.13	$20.07	$21.09	$24.09
E	$22.97	$22.55	$21.55	$20.47	$21.51	$24.57
F	$23.43	$23.00	$21.98	$20.88	$21.94	$25.06
G	$23.90	$23.46	$22.42	$21.30	$22.38	$25.56
H	$24.37	$23.93	$22.87	$21.72	$22.83	$26.08
I	$24.86	$24.41	$23.33	$22.16	$23.28	$26.60
J	$25.36	$24.90	$23.79	$22.60	$23.75	$27.13
K	$25.87	$25.39	$24.27	$23.05	$24.22	$27.67
L	$26.38	$25.90	$24.75	$23.51	$24.71	$28.23
M	$26.91	$26.42	$25.25	$23.98	$25.20	$28.79
N	$27.45	$26.95	$25.75	$24.46	$25.71	$29.37
O	$28.00	$27.49	$26.27	$24.95	$26.22	$29.95
P	$28.56	$28.04	$26.79	$25.45	$26.74	$30.55

FY25

	Paraprofessionals			
	Paraprofessionals	Special Ed Paraprofessional I	Special Ed Paraprofessional II	Special Ed Paraprofessional III
A	$15.73	$18.09	$18.99	$0.00
B	$16.04	$18.45	$19.37	$0.00
C	$16.36	$18.82	$19.76	$21.73
D	$16.69	$19.19	$20.15	$22.17
E	$17.02	$19.58	$20.56	$22.61
F	$17.36	$19.97	$20.97	$23.06
G	$17.71	$20.37	$21.39	$23.52
H	$18.07	$20.78	$21.81	$24.00
I	$18.43	$21.19	$22.25	$24.48
J	$18.80	$21.61	$22.70	$24.96
K	$19.17	$22.05	$23.15	$25.46
L	$19.55	$22.49	$23.61	$25.97
M	$19.95	$22.94	$24.08	$26.49
N	$20.34	$23.40	$24.57	$27.02
O	$20.75	$23.86	$25.06	$27.56
P	$21.17	$24.34	$25.56	$28.11

Supplemental Modifiers	
ESL or Home Advocate (only Paraprofessionals)	20%
Kinder & Pre K & Tutoring (only Paraprofessionals)	5%

	Instructional Assistants	
	Instructional Assistant I	Instructional Assistant II
A	$16.33	$18.09
B	$16.65	$18.45
C	$16.99	$18.82
D	$17.33	$19.19
E	$17.67	$19.58
F	$18.03	$19.97
G	$18.39	$20.37
H	$18.75	$20.78
I	$19.13	$21.19
J	$19.51	$21.61
K	$19.90	$22.05
L	$20.30	$22.49
M	$20.71	$22.94
N	$21.12	$23.40
O	$21.54	$23.86
P	$21.97	$24.34

FY25

	Transportation				
	Bus Attendant	Bus Driver	Mechanic I	Mechanic II	Mechanic III
A	$17.00	$18.87	$17.05	$23.87	$26.26
B	$17.34	$19.25	$17.39	$24.35	$26.79
C	$17.68	$19.63	$17.74	$24.84	$27.32
D	$18.04	$20.03	$18.10	$25.34	$27.87
E	$18.40	$20.43	$18.46	$25.84	$28.43
F	$18.77	$20.84	$18.83	$26.36	$28.99
G	$19.14	$21.25	$19.20	$26.89	$29.57
H	$19.53	$21.68	$19.59	$27.42	$30.17
I	$19.92	$22.11	$19.98	$27.97	$30.77
J	$20.31	$22.55	$20.38	$28.53	$31.38
K	$20.72	$23.00	$20.79	$29.10	$32.01
L	$21.13	$23.46	$21.20	$29.68	$32.65
M	$21.56	$23.93	$21.63	$30.28	$33.31
N	$21.99	$24.41	$22.06	$30.88	$33.97
O	$22.43	$24.90	$22.50	$31.50	$34.65
P	$22.88	$25.40	$22.95	$32.13	$35.34

Supplemental Modifiers	
Special Ed Driver (only Bus Driver)	5%
Substitute Driver (only Bus Driver)	5%
Bus Driver Trainer (only Bus Driver)	27.5%

	Warehouse
	Warehouse Specialist**
A	$17.03
B	$17.37
C	$17.72
D	$18.07
E	$18.43
F	$18.80
G	$19.18
H	$19.56
I	$19.95
J	$20.35
K	$20.76
L	$21.17
M	$21.60
N	$22.03
O	$22.47
P	$22.92

** Mail Truck Driver & Inventory Specialist

FY25

	District Supervisory							
	Warehouse Coordinator	Grants Supervisor	Operations Coordinator	Payroll Supervisor	Grounds Supervisor	Director of Nutrition	Transportation Supervisor	Purchasing Supervisor
A	$20.85	$27.31	$25.25	$27.31	$24.08	$27.31	$27.31	$27.31
B	$21.26	$27.85	$25.76	$27.85	$24.56	$27.85	$27.85	$27.85
C	$21.69	$28.41	$26.27	$28.41	$25.05	$28.41	$28.41	$28.41
D	$22.12	$28.98	$26.80	$28.98	$25.55	$28.98	$28.98	$28.98
E	$22.56	$29.56	$27.33	$29.56	$26.06	$29.56	$29.56	$29.56
F	$23.02	$30.15	$27.88	$30.15	$26.58	$30.15	$30.15	$30.15
G	$23.48	$30.75	$28.44	$30.75	$27.11	$30.75	$30.75	$30.75
H	$23.95	$31.37	$29.00	$31.37	$27.66	$31.37	$31.37	$31.37
I	$24.42	$31.99	$29.58	$31.99	$28.21	$31.99	$31.99	$31.99
J	$24.91	$32.63	$30.18	$32.63	$28.77	$32.63	$32.63	$32.63
K	$25.41	$33.29	$30.78	$33.29	$29.35	$33.29	$33.29	$33.29
L	$25.92	$33.95	$31.40	$33.95	$29.94	$33.95	$33.95	$33.95
M	$26.44	$34.63	$32.02	$34.63	$30.53	$34.63	$34.63	$34.63
N	$26.97	$35.32	$32.66	$35.32	$31.14	$35.32	$35.32	$35.32
O	$27.51	$36.03	$33.32	$36.03	$31.77	$36.03	$36.03	$36.03
P	$28.06	$36.75	$33.98	$36.75	$32.40	$36.75	$36.75	$36.75

APPENDIX B- PROGRESSIVE DISCIPLINE MANUAL

CARSON CITY SCHOOL DISTRICT

HUMAN RESOURCES DEPARTMENT

CLASSIFIED PROCEDURE MANUAL

PROGRESSIVE EMPLOYEE DISCIPLINE

Published: 3-12-2019

The District and the CESA have agreed to adhere to a specific progressive discipline procedure. The complete procedure is found in Appendix A, and should be reviewed whenever disciplinary action is being considered. An overview of the procedure is as follows:

PROGRESSIVE DISCIPLINE PROCEDURE

LEVEL ONE:	VERBAL NOTICE/COUNSELING (Written Record - Documented in Personnel File for 1 calendar year, a copy given to the employee)
LEVEL TWO:	WRITTEN WARNING (Documented in Personnel File for 1 calendar year, a copy given to the employee)
LEVEL THREE:	WRITTEN REPRIMAND (Documented in Personnel File for 3 calendar years, a copy given to the employee)
LEVEL FOUR:	SUSPENSION WITHOUT PAY/DEMOTION (Documented in Personnel File)
LEVEL FIVE:	TERMINATION (Documented in Personnel File)

You will note that the procedure consists of five (5) levels of discipline, ranging from verbal notice/counseling to termination. Again, it should be noted that progressive discipline is not inflexible. A supervisor is not required to begin at level one (however, in practice you may find this is the level you normally begin with), nor is a supervisor required to utilize all five levels when disciplining an employee over a period of time. Supervisors are required, however, once a level of discipline is utilized, to strictly adhere to the stated steps of that level. The district may consider non related violations by an employee as cumulative for purposes of applying discipline when such prior violations have been appropriately documented by the district.

A. DISCIPLINARY ACTIONS

The disciplinary actions that may be utilized as contained in the progressive discipline procedure are described below.

Verbal Notice/Counseling Written Record (Documented in Personnel File)

1. In general, verbal notice/counseling written record includes any informal discussion with an employee designed to assist the employee to fully develop skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information, solve problems, or discuss why certain behavior or unsatisfactory performance is unacceptable. When there is a problem this is usually the action taken to assist the employee in clarifying and remedying the problem. The supervisor documents (Appendix A.1) the discussion with the employee and maintains a copy in the supervisor's file. A copy of the note is given to the employee.

Written Warning (Documented in Personnel File)

1. A written warning (Appendix A.2) provides notice to an employee that further disciplinary action will be taken unless the employee's behavior or performance improves.

2. The content of a written warning is essentially the same as that of the verbal notice/counseling. The employee is advised in writing of the consequences of failing to improve performance.

3. A copy is maintained by the supervisor in the supervisor's file.

Written Reprimand (Documented in Personnel File)

1. After a written warning, the next more serious disciplinary action is a written reprimand (Appendix A.3). It is the district's official notification that an employee's performance or behavior is seriously below standard and that continuation or repetition of that performance may result in suspension, demotion, or termination.

2. The content of a written reprimand is similar to a written warning but more formal because it becomes a part of the employee's personnel file.

3. A copy of the written reprimand is forwarded to Human Resources for review and placement in the employee's personnel file.

Suspension Without Pay/Demotion (Documented in Personnel File)

1. Suspension (Appendix A.4) is the temporary removal of an employee from duty with or without pay. Suspensions are normally made in cases involving gross misconduct or chronic behavioral or performance problems for which there seems to be no other appropriate response.

2. Demotion is the removal of an employee from a present position to one of lesser rank, responsibility, or pay. Normally, demotions are proper if employees can no longer perform the duties of their present position, but may still function effectively at a lower level.

3. A suspension or demotion is made only after consultation with the Human Resources Department.

Termination (Documented in Personnel File)

1. Termination is the procedure which permanently removes an employee from service. This action should only be taken when the supervisor and District are thoroughly satisfied that the employee has been given the opportunity to meet performance or behavior standards and has clearly failed to do so.

2. Hiring and training costs of new employees makes the loss of an experienced employee very expensive. Therefore, it is important that appropriate means of retaining the employee be explored. Termination is seldom used for the first offense unless the violation is so serious that no other response is appropriate. As stated earlier, the disciplinary action must fit the offense.

3. Termination is only made after consultation with the Human Resources Department.

Resignation (An Alternative to Disciplinary Action)

1. Sometimes an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. However, the inquiries from future employers regarding the reason for leaving will be answered, in most cases, by the simple statement that the employee voluntarily resigned.

2. No employee can be compelled to resign; resignation must be **entirely voluntary**. Otherwise, the employee may later claim the resignation was made under duress.

B. JUST CAUSE

Generally post-probationary employees may be suspended, demoted, or terminated for just cause. In situations where suspension, demotion, or termination are necessary, it is of paramount importance that the supervisor follows minimal standards of due process (progressive discipline) and it be able to provide cause for the level of discipline administered. The following tests are applicable in determining whether an employer had just cause for disciplining an employee:

1. Did the agency give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

2. Was the agency's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?

3. Did the agency, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?

4. Was the agency's investigation conducted fairly and objectively?

5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

6. Has the agency applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

7. Was the degree of discipline administered by the agency in a particular case reasonably related to (A) the seriousness of the employee's proven offense, and (B) the record of the employee in his/her service with the agency?

CARSON CITY SCHOOL DISTRICT

HUMAN RESOURCES DEPARTMENT

CLASSIFIED PROCEDURE MANUAL

PROGRESSIVE EMPLOYEE DISCIPLINE

A. DOCUMENTATION

Supervisor's Notes

Frequently a question that comes up is, "How does one know when a seemingly innocent act by an employee will turn into sufficient cause for disciplinary action?" One doesn't, and therein lies the need for anyone who oversees the work activities of others to keep a record of noteworthy events.

Under the auspices of the performance evaluation, supervisors should maintain on an on-going basis Supervisory Notes at the site. The note should be maintained confidentially. One of the best justifications (if one is needed) for requiring supervisors to maintain desk notes on all their employees is that studies have shown the active memory for recalling an employee's performance profile to be about three weeks--yet a supervisor is often judging an entire year's performance. Many supervisors also find it helpful to be able to cite specific events to back up their performance ratings when employees ask (and they will), "Why did I get a lower rating this year in the category of Meeting Deadlines?"

A second reason supervisory notes are important is that the supervisor must be able to cite specific dates and details of an occurrence such as tardiness if counseling hasn't worked and formal discipline is being contemplated. In the absence of precise dates, amounts of times tardy and reasons, what was said and done, and what agreements were made, the supervisor technically has no grounds for initiating discipline, particularly in the prevailing legal environment on these matters.

Here are a few examples of the kinds of entries that might appear in a Supervisor's Notes:

Mary Smith, Order Clerk

1/23	I overheard Mary speaking impatiently to a customer on the phone; she told him, "Perhaps you would get better service at XYZ Company," then hung up. When I talked to Mary about the incident later in the day, she said that customer calls every few days and screams at her, but she admitted she could have been more tolerant.
2/16	Mary 20 minutes late to work; ran out of gas; apologized, no discussion.
2/20	Mary left work 45 minutes early to take husband to pick up his car; approved; no discussion.
3/6	Mary called in *after* being 1-1/2 hour late because of a flat tire she tried to change before getting help. She arrived at work at 10:15 am. At 2:00 pm, I called Mary into my office to discuss her last three occasions of tardiness and early departure to explain the reasoning behind the company's policy. She acknowledged the policy and said she'd be more diligent about observing working hours in the future.

The supervisor should remember that notations should be **factual statements of WHEN, WHERE, WHAT, and WHY events occurred rather than judgmental statements.** The facts will speak for themselves when it comes to performance and discipline, and these situations

should not be influenced by subjective judgments that may imply supervisor bias. It is surely unnecessary to point out that under no circumstances should the supervisor walk around carrying a little black book or ledger and be seen writing in it by employees every time something happens. Take the notes discreetly, and store them in a confidential place to assure the employee's privacy, even though the records are unofficial. Give the employee a copy of and have them sign they have received it.

General Documentation

Documentation of disciplinary events, or those that may lead to discipline, is vitally important if the disciplinary action is to be supported by upper management and sustained if challenged. It will be helpful to review the following points to ensure completeness of the formal disciplinary document.

1. Do you have notes indicating the date, specific details of the infraction or unsatisfactory performance, witnesses or others involved, and your action at the time?

2. Have the time, location, and other pertinent details of the incident(s) been recorded?

3. Have you stated in clear terms what the employee did or failed to do that caused the infraction or unsatisfactory performance?

4. Have you stated the district's policy, rule, practice, or performance standard that has been violated? Are you prepared to show that the employee knew, or should have known, about the policy, standard, etc.?

5. Have you compiled all records, reports, or other written documents related to the incident, and are there witnesses who can testify to the incident if necessary?

6. Have you explained the sequence of events in an orderly, chronological manner that illustrates the progressiveness of the infraction?

7. Is the notice written in an objective style and tone, recording observations rather than personal judgments? Is your information based on your own observations or investigation rather than on hearsay?

8. Has the employee been given previous warnings or instructions? Have you indicated the employee's response or reactions to previous warnings?

9. Is the type of discipline being recommended consistent with district policy and precedence of similar incidents? Is it appropriate to the offense? If necessary, have you discussed this incident with upper management and/or personnel staff to determine conformance with district procedures and practices?

Objective Language

In documenting disciplinary events it is extremely important that the language used to describe the action be specific. The following are examples of documentation terms which are general and difficult to substantiate and those which are specific and capable of being substantiated:

General Terms	Specific Terms
Numerous, frequently, often	Six (6) times
Safety of children is of great concern	At least nine (9) children were shoving each other about the bus, two (2) children, (names), were knocked to the floor.
Is frequently tardy	Was more than ten (10) minutes late on January 3, 6, 22, 30; February 4, 9
Violates provisions of negotiated agreement	Conducted personal business, (type), on February 6, 8, 9
Unsatisfactory relationship with other staff members	Refused to consult with other office machine repairers, (names), regarding repair of X machine.

B. TERMINATION: WHEN ALL ELSE FAILS

In a well-managed office, an employee is almost never surprised at being terminated. The supervisor has already provided a number of counseling sessions with the employee to help redefine goals and clarify any failure to meet standards of performance and behavior, and the employee has been subject to other levels of disciplinary action.

The administrator having the authority to recommend to Human Resources an employee be terminated should be clearly convinced that this is the appropriate course of action. In every case where termination is sought, experience has shown that supervisors should be prepared to show valid evidence of the following:

1. PERSISTENT NATURE OF DIFFICULTIES. Except under unusual circumstances, the unsatisfactory conduct on the part of the employee has been recorded for an appropriate period of time.

2. REPEATED WARNINGS. The employee has been informed repeatedly of the unsatisfactory performance or conduct. This should be done in the form of written warnings, written reprimands, and performance evaluations.

3. FREQUENT ASSISTANCE. Specific efforts have been made to help the employee remedy identified deficiencies, but the efforts have been unsuccessful; this should be documented in writing using the same documents referred to above.

4. CLOSE SUPERVISION. Since the discovery of the employee's deficiencies, the employee's work has been closely supervised and the supervisor has personal knowledge of the employee's failure to improve.

5. ORDINARY CIRCUMSTANCES. The employee's work has been observed under normal and not exceptional conditions.

C. CONDUCTING DISCIPLINARY MEETINGS

Disciplinary meetings are unlike meetings for any other purpose. They require more thought, more emphasis on factual details, and more mental preparation to assure the right frame of mind (objective and unemotional). The person handling any disciplinary matter should consider the following items before conducting a disciplinary meeting or counseling session.

1. Prepare for the Interview

Avoid a significant time lapse from date of incident.

Select a time and place that is private and free from interruption to avoid embarrassing the employee. Insure confidentiality.

Review all the facts.

Have the personnel record and other information on hand at the time of the interview; prepare an outline.

Consider what you know about the employee: personality, personnel record, and the particular job requirements.

Consider exactly what you want to accomplish by the interview.

2. Conduct the Interview in a Constructive Manner

Start on a cooperative, positive note.

Be ready to help the employee overcome any resentment.

Avoid blaming or punishing the employee.

Stick to the facts; don't become involved in personalities.

Listen to what the employee has to say; practice "constructive silence."

Encourage the employee to express feelings; don't show disapproval.

Openly focus questions; avoid yes-or-no alternatives.

Reiterate the paraphrase statements made by employee.

3. Elicit Cooperation

Cooperation exists when one party shares the likes and dislikes of the other.

Common association includes cooperative feelings.

Acknowledge any help or information of value that is received from the other party.

Be descriptive, not judgmental.

Be specific rather than general.

Deal with things that can be changed.

Consider motives of the employee for giving you certain feedback.

Give feedback when it is desired.

4. **Make Sure the Employee Understands**

Discuss the requirements of the job. Point out the facts that show how the employee is not meeting these requirements and what the effects are on other employees.

Help the employee decide how to correct the problem and avoid repetition of the offense.

Help the employee uncover the real cause of the problem--not only what is being done wrong, but why the employee is doing it.

Explain fully the purpose of any action as a corrective measure rather than a punishment.

Make sure the employee completely understands that behavior must change. Indicate the consequences if behavior doesn't improve.

5. **Use Constructive Feedback**

Focus on behavior, not on the person.

Make observations, not inferences.

Describe behavior in terms of more or less rather than good or bad.

Focus on behavior related to specific and recent situations rather than on the abstract.

Share ideas and information instead of giving advice.

Explore alternatives.

Stress the need for mutual cooperation.

Limit the amount of different information.

Concentrate on what is said, rather than why it is said.

6. **Provide for Follow-up**

Set up a plan for improvement with the employee.

Include in the plan commitments both by the employee and by you to the steps you will take to bring about the desired improvement.

Include specific time limits for accomplishing the desired goals and for formal reevaluation of the employee's behavior.

7. **Make a Written Record of the Interview**

Note in your calendar or diary the time, date and content of the disciplinary interview.

Ensure that you have your boss's support.

If the disciplinary action is to be formalized, draft the formal documentation, give a copy to the employee, and place the original in the employee's personnel file.

D. ASSISTANCE

Any supervisor needing any assistance in matters concerning progressive discipline should feel free to contact an administrator in the Human Resources Department.

PROGRESSIVE DISCIPLINE

LEVEL ONE:	**VERBAL WARNING/COUNSELING WRITTEN RECORD (DOCUMENTED IN PERSONNEL FILE)**
LEVEL TWO:	**WARNING LETTER (DOCUMENTED IN PERSONNEL FILE)**
LEVEL THREE:	**WRITTEN REPRIMAND (DOCUMENTED IN PERSONNEL FILE)**
LEVEL FOUR:	**SUSPENSION WITHOUT PAY/DEMOTION (DOCUMENTED IN PERSONNEL FILE)**
LEVEL FIVE:	**DISCHARGE (DOCUMENTED IN PERSONNEL FILE)**

Progressive Discipline

Oral Counseling/Written Warning--Documented in File and Original inserted in employee's HR personnel file for 1 calendar year

Given by employee's direct supervisor; informal (i.e., employee is not necessarily summoned to an office); educational (i.e., employee is told why such behavior is unacceptable); informative (i.e., employee is reminded of consequences of repeated violations); confidential (the warning is between supervisor and employee only, with no record kept of it in employee's file). An Employee Counseling/Warning Form is completed and a copy given to the employee.

Warning Letter--Documented in File and Original inserted in employee's HR personnel file for 1 calendar year

A stronger reprimand, delivered in writing by direct supervisor to employee. The Warning Letter is sent to Personnel and will be in the employee's file for one year

Written Reprimand-- Documented in File and Original inserted in employee's HR personnel file for 3 calendar years

Copies of the written reprimand go to employee and to Personnel Division for filing. The reprimand should fully disclose the nature of employee's violation, and stipulate that employee is to consider himself on notice to correct this behavior immediately. This reprimand is generally written by direct supervisor, but for added emphasis the warning can be undersigned by higher-level management.

Suspension Without Pay/Demotion

This is a strong measure, and should be used only for particularly blatant offenses or when the job atmosphere has become acrimonious as a result. Also, the fact that this measure is "without pay" makes this a particularly good deterrent.

Discharge

Utilized in cases where the nature of the offense is so extreme, and the prospects for rehabilitation of employee's attitude are so remote, that it is in the best interest of employer and employee that the latter seek employment elsewhere. Such a decision can be made by the direct supervisor, but should have the endorsement of higher management. It is very important, especially in the presence of collective bargaining agreements, that the nature of

the offense, all disciplinary measures taken, and employee response to the charges are fully documented.

TYPES OF DISCIPLINARY ACTIONS

GROUP I

Failure to attend scheduled meetings.

Stopping work before specified times.

Loitering and loafing during working hours.

Leaving the department or assigned working areas during working hours without permission of a supervisor, except for use of the restrooms.

Failure to keep employee time card accurately or completing another employee's time card.

Repeated failure to be at the work station at starting time.

Creating or contributing to unsanitary conditions.

Posting or removing notices or signs or writing in any form on any bulletin board on company premises without permission of management.

Neglect or mishandling of equipment or any other supplies.

Unsatisfactory work and/or attitude.

Waste or personal use of company supplies.

Untidy attire, extreme makeup, and hairstyles; torn uniforms and other failures to maintain a clean, neat appearance.

Failure to follow any other company rule, regulation or job requirement not specifically mentioned herein.

GROUP II

Leaving the premises during working hours without permission of a supervisor.

Fighting of any type on company premises at any time.

Attempting bodily injury to another.

Two days unexcused absence during any thirty (30) calendar days.

Violation of the "no solicitation/no distribution" rule.

Failure to report off from work in accordance with current regulations.

TYPES OF DISCIPLINARY ACTIONS

GROUP III

Deliberately making or using falsified records, material requisitions, passes, time cards, etc.

Use of intoxicating liquids or narcotics of any kind on company premises.

Insubordination.

Sabotage.

Theft of any property.

Concerted or deliberate restriction of output (slowdown, delaying other employees' work, etc.)

Reporting for work under the influence of any alcoholic beverage or illegal narcotic.

Improperly discussing or disclosing confidential information.

Using the eating, drinking, and smoking facilities to excess.

Excessive absenteeism.

Discourtesy to the public.

Refusal to accept any reasonable work assignment.

Gambling.

Immoral conduct.

Incompetence.

Gross negligence of duty.

Willful or consistently careless destruction of company property.

Violation of safety rules.

Sleeping on duty.

Profanity.

Possession of firearms or other illegal weapon on company premises.

APPENDIX A

PROGRESSIVE DISCIPLINE PROCEDURE

LEVEL ONE: * VERBAL NOTICE/COUNSELING

1.0 The supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and to counsel the employee regarding the corrective action that must be taken to avoid further disciplinary action.

1.1 The supervisor shall complete a ***Written Note*** and keep it on file.

1.2 The ***Supervisor's Note*** is to be given to the employee. The employee must sign they have received it.

1.3 The ***Supervisor's Note*** will be placed in the employee's personnel file for 1 calendar year.

LEVEL TWO: WRITTEN WARNING

2.0 The supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and to counsel the employee regarding the corrective action that must be taken to avoid further disciplinary action.

2.1 The supervisor shall complete a ***Warning Notice*** and keep it on file.

2.2 The ***Warning Notice*** is to be given to the employee by the supervisor and the employee may respond in writing to the warning and have the response attached.

2.3 The ***Warning Notice*** will be placed in the employee's personnel file for 1 calendar year.

LEVEL THREE: WRITTEN REPRIMAND - The Principal and/or departmental supervisor must be involved at Level Three and all levels thereafter.

3.0 The supervisor shall meet with the employee to discuss the circumstances surrounding the unsatisfactory performance and/or misconduct. An association representative may be present.

* **Depending on the seriousness of the infraction a supervisor may start at any level of the Progressive Discipline Procedure.**

3.1 If in the judgment of the supervisor the employee should receive a reprimand, s/he shall complete a ***Reprimand Form*** and submit it to the appropriate administrator (as determined by the particular division) for review and approval.

3.2 If approved, the supervisor shall meet with the employee to inform him/her of the decision to reprimand and to counsel him/her regarding the corrective action that must be taken to avoid further disciplinary action.

3.3 The employee will be requested to sign the ***Reprimand Form***, signifying s/he has received and read it.

3.4 The supervisor will send a copy of the ***Reprimand Form*** to Human Resources for review and to be placed in the employee's file. Refer to Article 9 of the Comprehensive Agreement between the Carson City School District and the Nevada Classified School Employees Association.

3.5 The employee may respond in writing to the ***Reprimand Form*** and have the response placed in his/her personnel file. A copy of the response will be forwarded to the supervisor by Human Resources. The response must be received within ten (10) working days. The Reprimand form will be placed in the employee's personnel file for 3 calendar years.

LEVEL FOUR: SUSPENSION WITHOUT PAY/DEMOTION

4.0 If unsatisfactory performance and/or misconduct occurs that, in the judgment of the supervisor, warrants consideration for a suspension or demotion, the supervisor and/or administrator and a Human Resources administrator, if necessary, will hold a meeting with the employee to discuss the circumstances surrounding the infraction. Under certain circumstances, an employee may be temporarily suspended with or without pay until a meeting can be held and a decision rendered.

4.1 The employee shall be informed that s/he has the right to have an association representative present at the meeting.

4.2 If after the meeting there is sufficient justification for the suspension or demotion, the supervisor and/or administrator will complete a ***Discipline Recommendation Form*** and draft a suspension of demotion letter. The supervisor and/or administrator will meet with or contact Human Resources to review the ***Discipline Recommendation Form***, the suspension or demotion letter, and the decision to suspend or demote.

4.3 If approved, the supervisor and/or administrator will meet with the employee to inform him/her of the decision to suspend or demote and to deliver a copy of the suspension or demotion letter.

4.4 The administrator shall send a copy of the suspension or demotion letter, with the ***Discipline Recommendation Form*** attached, to Human Resources to be placed in the employee's personnel file. Refer to Article 9 of the Comprehensive Agreement between the Carson City School District and the Nevada Classified School Employees Association.

4.5 The employee may respond in writing to the suspension or demotion letter and have the response placed in his/her personnel file. A copy of the response will be forwarded to the supervisor by Human Resources.

LEVEL FIVE: TERMINATION

5.0 If unsatisfactory performance and/or misconduct occurs that, in the judgment of the supervisor, warrants consideration for a termination, the supervisor and/or administrator, and a Human Resources administrator, if necessary, will hold a hearing with the employee to discuss the circumstances surrounding the infraction. Under certain circumstances, an employee may be temporarily suspended with or without pay until a meeting can be held and a decision rendered.

5.1 The employee shall be informed that s/he has the right to have an association representative present at the hearing. The employee may also use other types of representation at this level, provided at least three (3) days notice is given to the District. If other representation is requested, Human Resources must be consulted.

5.2 If after the hearing, there is sufficient justification for the termination, the supervisor and/or administrator will send a letter to Human Resources recommending such. The documentation of previous disciplinary actions will be attached.

5.3 If approved by Human Resources, the supervisor and/or administrator will send a ***Pre-Termination*** letter to the employee advising him/her of the recommendation to terminate and the date and time of the pre-termination hearing.

5.4 A pre-termination hearing will be held with the employee, supervisor and/or administrator, and a Human Resources administrator to discuss the recommendation to terminate.

5.5 The same opportunity as provided in Article 5.1 should be given the employee.

5.6 If after the hearing, there is sufficient justification for the termination, Human Resources will prepare an appropriate letter to the employee notifying him/her of the termination.

5.7 A meeting will be held with the employee, supervisor and/or administrator, and a Human Resources administrator, if necessary, to deliver the termination letter and to inform the employee of the decision to terminate.

When an employee has demonstrated a serious disregard of rules and policies of the District, the supervisor may recommend immediate termination in lieu of these procedures.

APPENDIX A.1

CARSON CITY SCHOOL DISTRICT
Human Resources Department

LEVEL ONE: VERBAL NOTICE/COUNSELING WRITTEN RECORD

Counseling Date: _____
Supervisor's Name: _____
Title: _____
Employee's Name: _____
Title: _____

NATURE OF CONDITION, INQUIRY, OR INCIDENT:
(Describe the incident/issue in detail to allow for ready interpretation by other concerned parties. Cite subject of counseling, time and date.)

_____
_____
_____
_____
_____

CONCLUSION/ACTION TO BE TAKEN (Be Specific):
(Describe what remedy was requested of the employee to improve performance or change behavior. List the employee's response to the verbal notice.)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____
SUPERVISOR'S SIGNATURE TITLE DATE

I have received a copy of this record._____
EMPLOYEE'S SIGNATURE DATE

cc: Personnel File

SUPERVISOR'S GUIDELINES FOR WARNING NOTICE

1. Self explanatory.

2. **PROBLEM AREA(S)**

   Check which one(s) of the listed types of problems has occurred. If the problem is one not listed, **briefly** describe it under "Other."

3. **OCCURRENCE DETAIL**

   Self explanatory.

4. **EXPLANATION OF PROBLEM(S)**

   Describe in **reasonable** detail what the employee has done.

   Cite how this interferes with one or more of the following: employee's performance; the work environment; the business operations or the well-being of other employees.

   Cite the rule, regulation, policy, law, standard of work or behavior that is involved.

   If the disciplinary action is related to previous Level One verbal warning/counseling records, reference should be made.

5. **IMPROVEMENT NEEDED**

   Explain in reasonable detail what the employee must do to improve performance or change behavior. **Attach a separate page if more detail is appropriate.**

   Cite a reasonable date by which improvement must occur or no further violations must occur.

   The notice should be signed and dated by you on the same day it is given to the employee.

   The employee must be afforded the opportunity to respond in writing to the warning notice. If a response is submitted, it should be attached.

   Your signature ensures that you have provided a copy of the warning notice to the employee on the stated date.

APPENDIX A.2

CARSON CITY SCHOOL DISTRICT
Human Resources Department

LEVEL TWO: WARNING NOTICE

1. Employee Name:_____Employment Date:_____
Title:_____Location:_____

2. **This notice is to bring to your attention a problem in the following area(s):**

[ ] Work Performance
[ ] Insubordination
[ ] Absenteeism/Tardiness
[ ] Theft
[ ] Other
[ ] Physical/Mental Incapacity
[ ] Criminal Conviction
[ ] Alcohol/Drugs
[ ] Misuse/Destruction of CCSD Property
[ ] Dishonesty
[ ] Discourtesy
[ ] Conduct

3. **Occurrence Detail:** _____ _____a.m. _____p.m.
Month Day Year Time Time

4. **Explanation of Problem(s):**

_____
_____
_____
_____

The problem(s) described above is serious enough to warn you that improvement is needed.

5. **Improvement Needed:** You are encouraged to think about this warning, resolve to change your behavior, and/or improve your performance. In order to avoid further disciplinary measures, it is recommended that you:

_____
_____
_____
_____

If you do not improve, it will be necessary to consider stronger disciplinary measures, including reprimand, suspension, demotion and termination. A copy of this notice will be placed in your personnel file, but will be maintained in the site file. If you have any questions in this matter, or if you need help in improving your performance, you are encouraged to contact me. I would be happy to assist you.

You may respond in writing to this warning within ten (10) working days. If you choose to do so, your response will be attached to this notice.

_____
Supervisor's Signature Title Date

I have received a copy of this notice._____
Employee's Signature Date

cc: Personnel File

SUPERVISOR'S GUIDELINES FOR REPRIMAND FORM

1. Self explanatory.

2. **PROBLEM AREA(S)**

   Check which one(s) of the listed types of problems has occurred. If the problem is one not listed, **briefly** describe it under "Other."

3. **OCCURRENCE DETAIL**

   Self-explanatory.

4. **PREVIOUS WARNINGS**

   Enter the dates of previous verbal notices, written warnings or written reprimands related to this violation.

5. **EXPLANATION OF PROBLEM(S)**

   Describe in **reasonable** detail what the employee has done.

   Cite how this interferes with one or more of the following: employee's performance; the work environment; the business operations or the well-being of other employees.

   Cite the rule, regulation, policy, law, standard of work or behavior that is involved.

6. **IMPROVEMENT NEEDED**

   Explain in reasonable detail what the employee must do to improve performance or change behavior. **Attach a separate page if more detail is appropriate.**

   Cite a reasonable date by which improvement must occur or no further problems must occur.

   The employee **must** be afforded the opportunity to respond in writing to the reprimand form. If a response is submitted, it should be attached.

7. The employee should be requested to sign and date the form. If s/he refuses, so note on the form along with your signature and the date.

8. A copy must be sent to Human Resources marked **CONFIDENTIAL.**

The form should be completed after the supervisor and/or administrator meets with the employee.

APPENDIX A.3

CARSON CITY SCHOOL DISTRICT
Human Resources Department

LEVEL THREE: REPRIMAND FORM

1. Employee Name:_____ Employment Date:_____
Title:_____ Location:_____

2. This notice is to bring to your attention a problem in the following area(s):

[ ] Work Performance
[ ] Insubordination
[ ] Absenteeism/Tardiness
[ ] Theft
[ ] Other
[ ] Physical/Mental Incapacity
[ ] Criminal Conviction
[ ] Alcohol/Drugs
[ ] Misuse/Destruction of CCSD Property
[ ] Dishonesty
[ ] Discourtesy
[ ] Conduct

3. **Occurrence Detail:** _____ _____a.m. _____p.m.
Month Day Year Time Time

4. **Previous Warnings:** (Date)

Verbal Notice	Warning Notice	Reprimand
_____	_____	_____
_____	_____	_____

5. **Explanation of Problem(s):**

_____
_____
_____
_____
_____
_____

The problem(s) described above is serious and is the cause for this disciplinary notice. In addition, if you have been warned previously, it is noted in Number 4 above.

6. **Improvement Needed:** You are encouraged to think about this reprimand, resolve to change your behavior and/or improve your performance. In order to avoid further disciplinary measures taken, it is recommended that you:

_____
_____
_____
_____

If you do not improve, it will be necessary to consider stronger disciplinary measures, including suspension, demotion and termination. **A copy of this reprimand will be placed in your personnel file.** If you have any questions in this matter, or if you need assistance in improving your performance, you are encouraged to contact me.

You have the right to respond in writing within ten (10) working days to present information or arguments rebutting this disciplinary measure. If you choose to do so, your response will be attached to this form.

7. The employee's signature below indicates **only** that the employee has received and read this document.

Employee's Signature		Date
Supervisor's Signature	Title	Date
Administrator's Signature	Title	Date

cc: Personnel File

SUPERVISOR'S GUIDELINES FOR DISCIPLINE RECOMMENDATION FORM

1. Self-explanatory.

2. Indicate the specific discipline being recommended and the effective date(s) of such discipline. For suspensions, list each of the dates the employee is to be suspended without pay.

3. Describe in reasonable detail what the employee has done.

4. Cite the rule, regulation, policy, standard of work or behavior involved.

5. List all warnings, reprimands, suspensions or demotions related to this disciplinary action.

6. (Suspension or Demotion only) Explain in reasonable detail what the employee must do t improve performance or change behavior. Cite the date by which improvement must occur or no further violations must occur.

7. The signature of the employee, supervisor and the administrator are required before forwarding to Human Resources.

8. Forward to Human Resources in an envelope marked **CONFIDENTIAL** for review and approval.

The form should be completed after the supervisor and/or administrator meets with the employee.

APPENDIX A.4

CARSON CITY SCHOOL DISTRICT
Human Resources Department

LEVEL FOUR: DISCIPLINE RECOMMENDATION FORM
(SUSPENSION WITHOUT PAY/DEMOTION)

1. Employee Name:_____Employment Date:_____
Title:_____Location:_____

2. It is requested that the above-referenced employee receive the following discipline:

Suspension

_____ 1 day without pay
_____ 2 days without pay
_____ 3 days without pay
_____ 4 days without pay
_____ 5 days without pay
_____ __ days without pay

Demotion

Position _____
Range _____

Effective Date(s): _____ to _____
Mo Dy Mo Dy

3. This discipline action is being recommended based on the following problem(s):

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

4. The above is an infraction of the following rule, regulation, etc., standard of work, or behavior expected by CCSD:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

5. In addition to the above-cited problem(s), the employee has been disciplined in the past as follows (attach additional pages if necessary):

Date	Infraction	Discipline Received

6. List specifically what the employee must do to change his/her behavior and/or improve his/her performance. (Suspension or Demotion only)

_____
_____
_____
_____
_____
_____
_____
_____
_____

7. Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

Human Resources Administrator's Approval: _____
Signature

_____
Date

cc: Personnel File

SAMPLE PRE-TERMINATION LETTER

Date

Name
Address
City/State

Dear Mr./Ms.:

This letter is to inform you of my recommendation to the Human Resources Administrator that you be terminated from your position of **(title)** with the Carson City School District. You are hereby notified that on **(date)** at **(time)**, we will hold a pre-termination meeting with you to discuss the reasons to terminate. At that meeting you will be given the opportunity to present information or arguments rebutting the proposed disciplinary action. The meeting will be held at the **(meeting location)**.

This recommendation to terminate is based upon your unsatisfactory work performance (see attached documentation), which constitutes violation of Administrative Regulation _____ .

Please be advised you have the right to have an Association Representative present at the pre-termination meeting, if you so choose.

If you have any questions concerning the above, please do not hesitate to call me at **(phone number)**.

Sincerely,

Supervisor Name
Title

cc: Personnel File

APPENDIX A.5

CARSON CITY SCHOOL DISTRICT
Human Resources Department

SAMPLE SUSPENSION OR DEMOTION LETTER

Date

Name
Address
City/State

Dear Mr./Ms.:

On date, a meeting was held with you to discuss the facts and circumstances regarding an incident that occurred on **date**. Present at the meeting was **name, title; name, title**; and myself.

After discussing the incident with you and upon review, it has been determined that you will be suspended without pay from **date** through **date**. The reasons and facts supporting this action are contained in the attached *Discipline Recommendation Form*.

A copy of this suspension letter and the *Discipline Recommendation Form* will be placed in your personnel file. You have the right to respond in writing to this disciplinary measure. If you choose to do so, your response will be attached to this letter.

Please be advised that you have the right to appeal this decision in accordance with Article_____of the Classified Agreement.

The purpose of this disciplinary action is to impress upon you the seriousness with which Carson City School District regards this matter, and to give you the opportunity to reflect upon your future compliance with noted recommendations to improve your behavior and/or performance. Should you choose to continue not to improve, you will be subject to further disciplinary action, including termination.

Sincerely,

Administrator Name
Title

cc: Personnel File

THE OBJECTIVES:

* To refine your evaluation and documentation skills.
* To equip you to be certified as a competent evaluator.
* To empower you to motivate employee performance improvement.
* To prepare you to show sufficient cause for unavoidable dismissals.

THE CHALLENGE:

Are you climbing a mountain with your hands tied?

Without specialized training in evaluation and documenting employee performance, communicating effectively, and justifying personnel decisions to satisfy legal requirements, school superintendents, personnel administrators, principals and supervisors may feel, rightly, that they are mountain climbing all alone.

THE CONTENT:

Employee evaluation and Doumentation Techniques

* Observing more objectively and perceptively.
* Using specific terminology to describe performance.
* Writing concise evaluations and formal memoranda.
* Encouraging employees to challenge themselves.
* Effectively handling complaints from parents, students, and co-workers.
* Building legally sufficient personnel files.

Strategies for Generating Employee Improvement

* Developing employee performance goals and objectives.
* Preparing realistic recommendations for performance enhancement or correction.
* Measuring performance against specific objectives and recommendations.
* Communicating effectively with "problem" employees.
* Interacting productively in employee and parent conferences, and other professional personnel-related encounters.
* Raising staff morale and gaining support for your efforts.

PROGRESSIVE DISCIPLINE SIMPLY STATED

1. The single occurrence of a ***minor*** or ***moderate*** infraction should receive ***minor*** discipline.

2. A ***repeat*** (or continuation) of the ***same*** minor or moderate infraction

   OR

   The single occurrence of a ***more serious*** infraction should receive ***more formal*** discipline.

3. The single occurrence of a ***very serious*** infraction

   OR

   The ***repeat*** of the ***same moderately serious*** infraction should receive the ***most formal*** discipline that is reasonably related to the offense.

Sample Memo/Letter

Date:

To:

From:

Subject:

Dear (Employee's Name):

Please plan on attending a meeting on (date) at (time) to discuss the following issue(s):

1. Example: Your supervisory duties as a lead custodian.
2.
3.

Please be advised that you have a right to an Association Representative present at this meeting.

SAMPLE PRE-TERMINATION LETTER

Date

Name
Address
City/State

Dear Mr./Ms.:

This letter is to inform you of my recommendation to the Human Resources Administrator that you be terminated from your position of **(title)** with the Carson City School District. You are hereby notified that on **(date)** at **(time)**, we will hold a pre-termination meeting with you to discuss the reasons to terminate. At that meeting you will be given the opportunity to present information or arguments rebutting the proposed disciplinary action. The meeting will be held at the **(meeting location).**

This recommendation to terminate is based upon your unsatisfactory work performance (see attached documentation), which constitutes violation of Administrative Regulation _____ .

Please be advised you have the right to have an Association Representative present at the pre-termination meeting, if you so choose.

If you have any questions concerning the above, please do not hesitate to call me at **(phone number).**

Sincerely,

Supervisor Name
Title

cc: Personnel File

APPENDIX C – DISTRICT REGULATION 420 (AS AMENDED)

BOARD OF TRUSTEES
CARSON CITY SCHOOL DISTRICT

REGULATION No. 420
CLASSIFIED STAFF

WORKING PERIODS

The following working periods for classified employees shall apply uniformly throughout the schools of this District:

A. Secretarial-clerical staff

1. Full time employment is 8 hours per day, 5 days per week.
2. Secretarial-clerical staff shall report to work when schools are closed for bad weather.

B. Custodial-maintenance personnel

1. Full time employment is 8 hours per day, 5 days per week.
2. Custodial-maintenance staff shall report to work when schools are closed for bad weather.
3. Starting time shall be specified by the custodial supervisor.

C. Classified Employees Rest and Meal Periods Applicable to Full Time and Part Time Employees

All classified employees working in excess of 3 and one-half hours shall be allowed duty free work breaks of 15 minute durations for each period of 3 and one-half hours worked, at such time as may be determined by the employee's immediate supervisor or designee. All classified employees employed for at least 6 hours will be provided no less than a one-half hour duty free unpaid lunch. If the lunch is not duty free, it will be rescheduled the same day by the employee's immediate supervisor or designee or the employee will be paid for the amount of time that is not duty free.

Adopted: April 15, 1981
Revised: July 1, 1986, July 26, 2016

Accountant I
Accountant II
Admin I
Admin II
Admin III
Bilingual Parent Engagement Coordinator
Bus Attendant
Bus Driver
Cafeteria Manager
Clinical Aide
Clinical Aide Salary
Clinical Procedure Nurse
Clinical Procedure Nurse Salary
Cook/Baker
Custodian I
Custodian II
Custodian III
DHH Interpreter I
DHH Interpreter II
DHH Interpreter III
DHH Interpreter IV
Director of Nutrition
Distance Education Assistant
Grants Supervisor
Grounds Supervisor
Groundskeeper
HR Analyst
HR Benefits Analyst
HR Supervisor
Instructional Assistant I
Instructional Assistant II
Instructional Program Coordinator
IT Engineer Salary (PROTECH)
IT Support Tech I
IT Support Tech II
Library Media Clerk/Senior Project Coord.
Library Media Tech
Maintenance
Mechanic I
Mechanic II
Mechanic III
Operations Coordinator
Paraprofessionals
Payroll Supervisor
Purchasing Supervisor
Safety Officer I
Safety Officer II
Special Ed Paraprofessional I
Special Ed Paraprofessional II
Transportation Supervisor
Truancy & Dropout Prevention Specialist
Warehouse Coordinator
Warehouse Specialist
Network Engineer
System Engineer
Mail Truck Driver &
Inventory Specialist