MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING
Tuesday, July 15, 2025

LOCATION OF MEETING: **Arlo K. Funk Building**
751 A Street
Hawthorne, NV 89415

I would like to acknowledge that this meeting is being held on or broadcasted on traditional lands of the Paiute People, and pay our respect to elders both past and present.

Please Note: The Board reserves the right: (1) to take agenda items in a different order, (2) to combine two or more agenda items for consideration, and (3) to remove an item from the agenda or delay discussion relating to an item on the agenda at any time, in order to accomplish the business on the Agenda in the most efficient manner.

CALL TO ORDER: 5:30 PM
1. Certification of Public Notice, Roll Call, and Pledge of Allegiance
2. Approval of a flexible agenda. (For Possible Action)

CONSENT ITEMS: (FOR POSSIBLE ACTION)
1. Minutes: July 8, 2025
2. GBB2-AR - Prevention of Sexual Misconduct Toward Students Mandatory Reporting of Child Abuse, Child Neglect, Corporal Punishment

ACTION ITEMS: (FOR POSSIBLE ACTION)
There will be an opportunity for public comment on each **Action Item** following Board discussion on the item and before the Board makes a motion on the item. You may request to speak by raising your hand during the Public Comment period or by completing a Request to Address the MCSD Board form prior to the Public Comment period. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

1. **Recommendation:** Discussion and Possible Approval of the 5 Year Capital Improvement Plan
Budget Considerations: FY2025-2026 $1,230,445.000; FY2026-2027 $425,000.00; FY2027-2028 $345,000.00; FY2028-2029 $400,000.00; FY2029-2030 $425,000.00 out of Capital Budget Funds

2. **Recommendation:** Discussion and Possible Approval of the revised Board Bylaws
Supporting Information: Approval of the Board Bylaws discussed in the Board Workshop on June 14, 2025
Budget Considerations: NONE AT THIS TIME

3. Recommendation: Discussion and Possible Action to approve the 2025-2026 Negotiated Agreement between Mineral County School District and the Mineral County School Administrators
Budget Consideration: TO BE DETERMINED

4. Recommendation: Discussion and Possible Action to approve the 2025-2026 Negotiated Agreement between Mineral County School District and the Mineral County School Classified Association
Budget Consideration: TO BE DETERMINED

5. Recommendation: Discussion and Possible Approval of the Imagine Learning subscription
Supporting Information: Approval of the Imagine Learning subscription for MyPath ELA and Math site licenses and virtual support for 2025-2026
Budget Considerations: $32,250.00 AB495 Grant Funded

6. Recommendation: Discussion to review Policy BFC - Adoption, Revision and Repeal of Policies
Budget Considerations: NONE AT THIS TIME

7. Closed Session: Pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) and Nevada Revised Statute (NRS) 288.220 to receive information from legal counsel relative to general pending litigation and to discuss negotiations.

8. Open Session: Discussion and possible action relative to pending litigation and/or negotiations.

9. OLD BUSINESS: Back to school plans.

10. Future Agenda Topics: Next meeting scheduled: **August 5, 2025**

COMMUNICATIONS AND REPORTS: (FOR DISCUSSION ONLY)
1. Correspondence & Announcements
2. Board Members
3. Superintendent

GENERAL PUBLIC COMMENT:
It is the School Board's intention to listen and be responsive to the public's concerns. Comments from the public regarding topics not on the agenda are invited at this time. You may request to speak by raising your hand during the General Public comment period or by completing a Request to Address the MCSD Board form prior to the General Public Comment period. The Board may discuss items that are introduced, however, by law, the Board cannot take any action, reach a consensus or hear personal attacks at this time. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

ADJOURNMENT:
The Agenda of this meeting has been posted at the following locations: 1) Administration Office, 2) Schurz Post Office, 3) Mina Post Office, 4) County Courthouse 5) School Offices, 6) Luning Post Office.
Mineral County School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please let us know, and we will provide assistance or accommodate you in any way that we possibly can. Copies of agenda and supporting material may be picked up at the Mineral County School District Arlo K. Funk District Services Center, 751 A. Street, Hawthorne, Nevada, or by contacting Crystal Sasser at (775) 945-2403, prior to the scheduled meeting.

MINUTES

MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING MINUTES
Tuesday, July 8, 2025

The Mineral County School District held a public meeting on Tuesday, July 8, 2025 beginning at 5:33 PM at the Mineral County School District.

Tyler Viani read: I would like to acknowledge that this meeting is being held on or broadcasted on traditional lands of the Paiute People, and pay our respect to elders both past and present.

MEMBERS PRESENT: Tyler Viani, Kristin Reeves, Juanita Diede
MEMBERS ABSENT: Candice Birchum
ADMINISTRATORS:
OTHERS PRESENT: Kenny Tedford, Drew Schaar, Kaiti Gentry

CALL TO ORDER: 5:33 PM
1. Certification of Public Notice - Yes; Roll Call -Candice Birchum not present; and Pledge of Allegiance
2. Approval of a flexible agenda. (For Possible Action) - **NO**
3. Person or Group Recognition - **NO**
4. Presentations - **NO**

CONSENT ITEMS: (FOR POSSIBLE ACTION)
1. Minutes: June 24, 2025
2. Payroll Vouchers: 1146,1147
3. Payroll Checks: 90468-90526
4. Warrants: 29788-298623
5. Personnel Report – Information Only

Tyler Viani made a motion to approve the consent items as presented. Kristin Reeves seconded. Juanita Diede-Y; Kristin Reeves-Y; Tyler Viani-Y. Motion passed 3-0-0

ACTION ITEMS: (FOR POSSIBLE ACTION)
1. Recommendation: Discussion and Possible Approval of a Critical Need Position for the Dean of Students position at Mineral County School District
Kristin Reeves read the form into the record.
GPC: Drew Schaar questions regarding how do teachers go about going into administration? Tyler Viani would like to make this a goal for the Board to get a pathway to management program in place. Kristin Reeves' question if the job was posted correctly.
Tyler Viani made a motion to approve the Critical Need position for the Dean of Students position. Juanita Diede seconded. Juanita Diede-Y; Kristin Reeves-N; Tyler Viani-Y. Motion passed 2-1-0

2. Recommendation: Discussion and Possible Approval of Kaiti Gentry to attend the NCCEP/GEAR UP Conference in San Francisco, CA from July 13 to July 16, 2025
Tyler Viani made a motion to approve the Kaiti Gentry to attend the NCCEP/Gear up conference in San Francisco, CA from July 13 to July 16, 2025. Juanita Diede seconded. Juanita Diede-Y; Kristin Reeves-Y; Tyler Viani-Y. Motion passed 3-0-0

5. OLD BUSINESS: Discuss plans for the back to school barbeque.
Back to school BBQ for all staff and families will be on Friday, August 14th. Flyers will go out to all staff via email, robocall and the back to school letters in the mail.

6. Future Agenda Topics: Next meeting scheduled: **July 15, 2025**

COMMUNICATIONS AND REPORTS: (FOR DISCUSSION ONLY)

1. Correspondence & Announcements - *NONE*
2. Board Members - *Juanita Diede - Both bus drivers are driving kids on field trips for the Boys and Girls Club. Mandatory Coaches meeting on August 1st at 9:00AM at the JH Gym.*
3. Superintendent - Stephanie Keuhey - We took a large team to the Standards Institute in Aurora, Colorado. All the principals, director of curriculum and teachers. We held an in-town retreat with the vendors from 7th Generation, Catapult and TNTP. Debriefed on last year and did a restorative circle to process emotions, the stress levels and next steps moving forward. It was very exciting to have the honest conversations facilitated by some of our vendors and to have plans moving forward to continue the support with the district strategic plan, the district improvement plan and the school improvement plan.

We should have the HVAC Specs finalized by Wednesday and be on the board agenda for approval next week.
The pre-k doors - the team is starting to cut into the walls. They have run into some issues as a main electrical box right in the middle of the door. So they're strategically planning workarounds. We may have to get an electrical company out here to move some of that for us, but they are starting that project.
The gazebos - They have built one behind the district office on the intermediate playground. So, it's out there now on a concrete slab. They have framed the concrete slab for the one at the junior high school that's going to be out by the front lawn.
The custom trophy case is in the process of being installed in the junior high gymnasium lobby. That was made from wood from the bleachers to add a little nostalgia. We'll finalize that installation and get it set up.
We also have a parent, Lindsay Ives who has offered to lead some fundraising efforts to replace the drama curtains on the stage in the junior high gym. So, you may see things you may see some fundraising opportunities out there. Just know that she has already reached out to me and is filling out the appropriate forms. She said that it would be nice to be able to use that for our drama kids and just to have it look nice like the rest of the gym.
Sports cameras - Site visit on July 28 and install before the first home games on September 4, 2025.
Mandatory coaches training on August 1st at the JH Gym. It is a mandatory coaches meeting. We will cover a number of topics. I sent out certified letters to all coaches last week.

GENERAL PUBLIC COMMENT: NONE AT THIS TIME

Tyler Viani made a motion to go into closed session pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) and Nevada Revised Statute (NRS) 288.220 to receive information from legal counsel relative to general pending litigation and to discuss negotiations. Juanita Diede seconded the motion. Juanita Diede-Y; Kristin Reeves-Y; Tyler Viani-Y. Motion passed 3-0-0

3. Closed Session: Pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) and Nevada Revised Statute (NRS) 288.220 to receive information from legal counsel relative to general pending litigation and to discuss negotiations.

4. Open Session: Discussion and possible action relative to pending litigation and/or negotiations.

ADJOURNMENT: 6:39 PM
Respectfully submitted:

_____
Kristin Reeves, Clerk

GBB2-AR

Code: GBB2-AR
Adopted: March 19, 2019
Revised: April 8, 2025
Revised: July 15, 2025

Prevention of Sexual Misconduct Toward Students Mandatory Reporting of Child Abuse, Child Neglect, Corporal Punishment

1. Sexual misconduct as used in this regulation is:

   a. Any sexual conduct that meets the definition of prohibited conduct/behavior as described below or in any other District policy.

   b. Any conduct or communication that explicitly or implicitly conditions a student's participation in an educational program or activity on submission to sexual conduct.

   c. Any conduct or communication that explicitly or implicitly indicates that an educational decision will be based on the student's submission to sexual conduct.

   d. Any bullying, cyberbullying, harassing, or intimidating conduct or communication, of a sexual nature, that creates an environment which is hostile to a student by interfering with their education.

   e. Any conduct or communication of a sexual nature that is sufficiently severe, persistent, or pervasive and objectively offensive that it limits a student's ability to participate in or benefit from an educational program or activity or creates a hostile or abusive educational environment.

   f. Any conduct or communication that is considered immorality within the meaning of NRS 391.650 including but not limited to sexual assault, statutory sexual seduction, incest, commission of certain sexual acts in public, open or gross lewdness, indecent exposure, or lewdness with a minor.

   Note: *The District acknowledges the applicability of criminal statutes relating to sexual conduct toward a student, including:*

   - *NRS 201.540, which indicates that it is a felony for a person 21 years and older, who is or was employed or is or was a volunteer at a public or private school in a position of authority, from engaging in sexual conduct with students who are 16 years of age or older.*
   - *NRS 201.230 states it is a felony for a person to conduct lewdness with a child under the age of 16.*
   - *Other criminal statutes which are pertinent to this policy include, but are not limited to, NRS 200.366, sexual assault; NRS 200.368, statutory sexual seduction; NRS 201.560, using a computer to lure children.*

2. Examples of behavior which constitute sexual misconduct include, but are not limited to:

a. Making sexual advances or gestures toward a student;

b. Coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act with ~~a~~ student;

c. Engaging in sexual intercourse or any sexual act with any student;

d. Touching oneself sexually or talking about one's sexual activity in front of students;

e. Spreading rumors about or discussing administrators, teachers, officials, volunteers, or other school employees, or students' sexual activity;

f. Sexually motivated or inappropriate touching, patting, grabbing, or pinching student's body, whether that student is of the same or the opposite sex; and

g. Other sexual behavior or communication, including requests for sexual favors, whether or not accompanied by implied or overt threats concerning a student's educational status or implied or overt promises of preferential treatment.

Note: *This prohibition does not preclude legitimate, non-sexual physical conduct which may include, but is not limited to, the use of necessary restraints to avoid physical harm to persons or property or conduct such as a teacher's consoling or congratulatory hug of a student or the demonstration of an athletic move by a teacher or student requiring contact with another student.*

3. Sexual Misconduct Reporting

Any teacher, administrator, official, volunteer, or other school employee who witnesses or has or receives information that a student has been subjected to sexual misconduct including sexual harassment under Title IX shall report the alleged acts to the Title IX Coordinator as soon as practicable, but not later than a time during the same day on which the person became aware of the sexual misconduct, including sexual harassment or allegations of sexual harassment. Reports by District employees must be made in person, by telephone, and/or by email to the District's Title IX Coordinator. Failure to make this report as prescribed will result in disciplinary or other appropriate action against the teacher, administrator, official, volunteer, or other school employee.

4. Investigation

The District shall promptly investigate all complaints or allegations of sexual misconduct. If a violation is found to have occurred, the investigation shall include recommendations concerning the incorporation of disciplinary action and other measures to be imposed. The District will keep all investigations confidential to the extent possible. The District will release information obtained only to those individuals with business need-to-know or involved in the investigation and the administration of the complaint or as required by law. The District will inform the

individual filing the complaint, as well as the individual against whom the complaint was made, of the final determination. All employees and students questioned as part of an investigation will be requested to refrain from discussing the matter with anyone except District or legal representatives or their own union or legal representatives.

The initial investigation will be conducted by a qualified and objective school official not named in the complaint or by an outside investigator. The investigator will act with due regard for the rights of all individuals requesting representation during questioning, and, in particular, to ensure the rights of students to have their parent(s)/guardian(s) present during questioning. If the initial investigation indicates that a criminal act may have occurred, the investigator shall immediately notify the Superintendent, who will in turn immediately report the matter to the law enforcement agency having jurisdiction.

The District treats all complaints or allegations of sexual misconduct seriously and expects all employees and students to be candid and truthful during the investigation process. If credible evidence indicates that a participant in the investigation has made intentionally false or malicious statements, the District may discipline or take other appropriate action against that participant.

5. Retaliation

   The District will not tolerate any form of retaliation toward any person who reports alleged sexual misconduct in good faith, assists another in filing a complaint, or provides truthful statements during an investigation.

   The District will discipline or take other appropriate action against individuals for threatening, intimidating, or interfering with any person who complains of sexual misconduct, or reports sexual misconduct, or who testifies or participates in a proceeding, investigation, or hearing related to a complaint of sexual misconduct.

6. Training

   All District employees, volunteers, officials, and administrators will participate in an initial training session and in periodic training updates on the prevention of sexual misconduct, will be given a copy of the District's policy, and will sign an acknowledgment of receipt of such policy. The District will provide all new employees with a copy of this policy and afford employees an opportunity to discuss the orientation.

7. Dissemination of Policy

   The District will make this policy available to all employees, volunteers, parents or guardians and all students, as appropriate, during annual registration. The District will also publish the policy in student handbooks and post the policy in the District administrative offices and in school offices. At least annually, the District will publicize this policy in school newsletters or other publications used to communicate District policies to parents and guardians.

8. Mandatory Reporting of Child Abuse or Neglect and Corporal Punishment

Under NRS 432B, all employees and volunteers who, in their professional or occupational capacities, know or have reasonable cause to believe that a child under age 18 has been abused, neglected, or subjected to corporal punishment must report the abuse, neglect, or corporal punishment to an agency which provides child welfare services or law enforcement agency.

Employees and volunteers required to report the abuse, neglect, or corporal punishment of a child must be provided notice, in writing or electronically, of their duty as a mandatory reporter. The employee and volunteer must sign acknowledgment of this notice which is to be filed in his/her master personnel file. (This requirement is not necessary if the employee is licensed, certified, or endorsed by a board in the state.)

9. Reporting Procedures

If a District employee or volunteer knows or has reasonable cause to believe that a child has been subjected to sexual misconduct, abuse, neglected, or subjected to corporal punishment, the employee or volunteer must take the following steps:

a. ***Notification to principal/designee/supervisor***. The employee or volunteer must immediately notify the principal/designee/supervisor of the school where the child is enrolled, **and**

b. ***Mandatory report to child welfare agency and a law enforcement agency; timing of report.*** The employee or volunteer must report to the local child welfare agency and a law enforcement agency as soon as reasonably practicable but not later than 24 hours after the employee or volunteer knows or has reasonable cause to believe that a child has been subject to sexual misconduct, abuse, or neglect.

- If an employee or volunteer has knowledge of or reasonable cause to believe that abuse, neglect, sexual misconduct, luring of a child, or violent actions have occurred **by another employee or volunteer,** they are required to make a report to child welfare services and law enforcement.

- If an employee or volunteer has knowledge of or reasonable cause to believe that the use of corporal punishment or aversive intervention on a child has occurred by another employee or volunteer, they are required to make a report to child welfare services. Reports of corporal punishment are to be made to the principal/designee and local child welfare agency. Reports of aversive intervention are to be made to the principal/designee, special education director, and the superintendent.

The employee or volunteer shall notify an administrator/designee and may request that a representative an administrator/designee be present when a report is made, but any delay in making such an arrangement does not excuse a failure to report directly to the local child welfare agency and a law enforcement agency as soon as reasonably practicable but not later than 24 hours after the employee or volunteer knows or has reasonable cause to believe that a student has been subject to sexual misconduct, abuse, neglect or corporal punishment.

c. *Form of report.* The employee or volunteer may make a report by telephone or, in light of all the surrounding facts and circumstances which are known or which reasonably should be known to the person at the time, by any other means of oral, written or electronic communication that a reasonable person would believe, under those facts and circumstances, is a reliable and swift means of communicating information to the person who receives the report. SEE GBB2-AR-EX-1

d. *Contents of report.* The report must contain the following information, if obtainable:

- The name, address, age and sex of the child;
- The name and address of the child's parents or other person responsible for the care of the child;
- The nature and extent of the sexual misconduct, abuse, neglect, or corporal punishment of the child;
- Any evidence of previously known or suspected:
  - Sexual misconduct, abuse, neglect or corporal punishment of the child or the child's siblings; or
  - The name, address and relationship, if known, of the person who is alleged to have abused or neglected the child, including sexual misconduct or subjected the victim to corporal punishment if other than parents; and
  - Any other information known to the person making the report that the agency which provides child welfare services considers necessary.

The local child welfare office may be contacted at:

NDHS Division of Child and Family Services
Child Protective Services
(833) 571-1041

Walker River Social Services
1109 Cottonwood ln, Unit 3
Schurz, Nevada 89427
(775) 773-2058 ext. 2275 or 2350
Miranda Quintero (775) 316-1263

The local law enforcement agency to be contacted at:

Mineral County Sheriff's Office
105 A Street
Hawthorne, NV 89415
(775) 945-2434

Walker River Paiute Tribe
1029 Hospital Road
Schurz, NV 89427
(775) 773-2544

e. On the same day a verbal report is made to the local child welfare agency and a law enforcement agency, or as soon thereafter as reasonably practicable, the employee or volunteer, in conjunction with the principal/designee if available, must complete the "MCSD

Suspected Child Abuse Reporting Form" and provide the original to the agency where the verbal report was made.

f. A copy of the completed Child Abuse and Neglect Reporting Form must be forwarded to the Superintendent to be maintained in the Superintendent's confidential files. Records of written reports, or copies of reports, are not to be maintained within an individual school.

g. Investigating Reports of Sexual Misconduct, Abuse, Neglect or Corporal Punishment

No District employee is expected or authorized to contact non-school district individuals or agencies in order to investigate or obtain additional information or to verify report information.

h. Failure to Report

Any employee or volunteer who fails to report sexual misconduct, abuse, or neglect as provided by this regulation will be subject to discipline. Any employee or volunteer who knowingly and willfully violates the provisions of NRS 432B.220 concerning reports of sexual misconduct, abuse, or neglect is guilty of a misdemeanor (see NRS 432B.240).

i. Immunity from Civil and Criminal Liability

Immunity from civil or criminal liability extends to District employees and volunteers who in good faith make mandatory reports or perform other acts set forth under NRS 432B. See NRS 432B.160 for details and exceptions.

ACTION ITEM #1

FIVE YEAR CAPITAL IMPROVEMENT PLAN
(Per NRS 354.5945)

Minimum level of expenditure for items classified as capital assets	**$5,000.00**	**ENTITY:**	Mineral County
Minimum level of expenditure for items classified as capital projects	**$5,000.00**	**DATE:**	07-01-2025

		FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
Fund:	300					
Capital Improvement:	2600- Operation & Maintenance	50,000	50,000	50,000	50,000	50,000
Funding Source:	Debt					
Completion Date:	06/30/26	06/30/26	06/30/27	06/30/28	06/30/29	06/30/30
Fund Total						

		FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
Fund:	300					
Capital Improvement:	4700-Building Improvement	150,000	75,000	75,000	75,000	75,000
Funding Source:	Debt					
Completion Date:	06/30/25	06/30/26	06/30/27	06/30/28	06/30/29	06/30/30
Fund Total						

		FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030
Fund:	300					
Capital Improvement:	4900-Other; MCHS HVAC Project & County Side Walk Project	1,030,445	300,000	220,000	275,000	300,000
Funding Source:	Debt					
Completion Date:	06/30/25	06/30/26	06/30/27	06/30/28	06/30/29	06/30/30
Fund Total		**1,230,445**	**425,000**	**345,000**	**400,000**	**425,000**

List of Funding Sources:

Property Tax - Gen. Revenues
Charges for Services
Debt
Grants
Other (Please Describe)

ACTION ITEM #2

MINERAL COUNTY SCHOOL DISTRICT BYLAWS OF THE BOARD OF TRUSTEES

MINERAL COUNTY SCHOOL DISTRICT
BYLAWS OF THE BOARD OF TRUSTEES

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ARTICLE I -LEGAL STATUS AND ORGANIZATION

Section A -Legal Status

1. Creation
The Board of Trustees (hereinafter known as the Board) of the Mineral County School District (hereinafter known as the District) is a corporate body established by the State of Nevada for the purpose of administering the schools located within the boundaries of Mineral County, Nevada. The legal power, duties and responsibilities are defined by state statutes and regulations. (NRS Chapter 386)

2. Bylaws
These Bylaws of the Board of Trustees establish the manner in which the Board will conduct the business of the school district. The Board will place an emphasis on vision, diversity in viewpoints, strategic leadership, collective decision-making and acting proactively for the future of the students.

3. Membership
The number of trustees is specified in NRS 386.120. When the student population is below 1000, there will be five trustees; when the population exceeds 1000, there will be seven trustees. A candidate for the office of Trustee shall be a resident of Mineral County and a qualified elector. Board members will be elected by ballot by the registered voters of the county. Except as otherwise provided by law, the term of office shall be four (4) years. For further information and exceptions consult the statutes regarding elections. (NRS Chapter 386 -160, 180, 190,200,260)

4. Vacancies
Any vacancy occurring on the Board of Trustees shall be filled by appointment by the remaining members of the Board at a public meeting. Notice of such meeting must be published at least once each week for two weeks in a newspaper qualified pursuant to the provisions of NRS Chapter 238. The candidates must notify the Board of their interest by completing an application and submitting it to the District Office Board Secretary prior to the date included in the notice as published. All candidates who apply will be notified of the public meeting at which the Board will consider applications, interview candidates and make an appointment. The appointee shall serve until the next general election, at which time their successor shall be elected for the balance of the unexpired term.

5. Officers
The Board of Trustees will organize and make appointments at the first meeting in January following a general election. See Article V, Section D for provisions pertaining to this meeting. However, the Board shall hold officer elections every January.

6. Orientation of New Members
Members newly elected or appointed to the Board shall be encouraged to understand the function of the Board, acquire knowledge of matters related to the operation of the schools and learn Board procedures. Whenever possible, new trustees should attend state and national programs in order to gain insight and information regarding the Board's role in governing the school district. In addition, new members should, prior to their first regular board meeting, receive the following:

- Current policies and administrative regulations of the District
- The current budget (including amendments and augmentations), the latest report and related fiscal materials

- A copy of the current negotiated agreements between the District and the administrators, the classified personnel and the classroom teachers association
- A copy of the Open Meeting Law and the Nevada Open Meeting Law Manual
- Any other documents or publications as they pertain to the role of the board member.

7. Liability Insurance

The District shall maintain sufficient insurance to protect the Board and its individual members against liability arising from actions of the Board or its individual members while acting on behalf of the District and within their authority as a Board member.

All members of the Board shall be bonded in the amount of no less than $100,000.

8. Compensation

Trustees will receive compensation as stated in NRS 386.320 and subsistence and travel allowances as permitted by NRS 386.290.

Legal References: **Chapter 238 -LEGAL NOTICES AND ADVERTISEMENTS**
Chapter 386 -LOCAL ADMINISTRATIVE ORGANIZATION

NRS. 386. 120 -County school districts; Number of trustees

NRS 386.160 -Election of trustees in county school districts whose enrollment of pupils is less than 1000; terms.

NRS 386.180 -Election of trustees in county school districts other than Clark or Washoe whose enrollment of pupils drops below 1000 or in which resolution is adopted pursuant to NRS 386.120.

NRS 386.190 -Election of two additional trustees in county school District whose enrollment of pupils increases to 1,000 or more after general elections; exception;

NRS 386.200 -Alternate manner of creating areas for election of trustees within county school districts whose enrollment of pupils is 25,000 or less; Procedure; election of trustee/ terms; change of boundaries of area.

NRS 386.260 -Election of trustees; certificate of election.

NRS 386.290 -Subsistence and travel for trustees.

NRS 386.320 -Salaries of president, clerk and other trustees; employment and compensation of stenographer.

ARTICLE II -PRINCIPLES OF OPERATION AND CONDUCT, CODE OF ETHICS AND PROCESS FOR ADDRESSING BOARD MEMBER VIOLATIONS

Section A -Principles of Operation

The Board of Trustees of Mineral County is first and foremost a public body obligated to serve the public. It must always act in the best interests of its ultimate constituency, the students of the Districts. As such, the Board

commits itself and its members to ethical and lawful conduct, including proper use of authority and appropriate decorum when acting as Board members.

Members recognize that only the Board as a whole has authority; as individuals, board members have none. Further, we recognize that only the Board can change an action it has previously taken. We agree that once the Board has acted, all members are obligated to support the decision, even if individual members disagree.

Board meetings are where the Board does its work in public. We agree to speak to the issues on the agenda and attend to our fellow Board members.

Board members shall have loyalty to the people of Mineral County that is paramount to loyalties to staff, other organizations and any personal interest as a parent or guardian of a student.

Members shall recognize that authority rests with the Board only in official meetings, and that individual members have no legal status to bind the Board outside such meetings.

The Board recognizes that its role is to plan for the future, appraise and formulate policy; administration is the purview of the Superintendent.

The last stop, not the first, will be the Board. We agree to follow the chain of command and insist that others do so as well. While the Board is eager to listen to its constituents and staff, each inquiry or complaint is to be referred to the person who can properly and expeditiously address the issue.

Section B -Principles of Conduct of Board Members

We agree to avoid words and actions that create a negative impression of an individual, the Board or the District. We encourage debate and differing points of view, and we will listen to the views of others with care and respect.

Members' interaction with the Superintendent or with staff must recognize the lack of authority vested in individuals except when explicitly Board authorized.

Members will come to Board meetings fully prepared to discuss agenda items and without having formed an opinion on any issue until all the evidence is in and discussion is over.

Members' interaction with the public, press or other entities must recognize the same limitation and the inability of any Board member to speak for the Board except to repeat explicitly stated Board decisions.

Board members will not discuss or reveal confidential information anywhere but in the proper board setting.

Except for participation in Board deliberation about the character, competence or health of any District employee, Board members will not express individual judgments of performance of employees.

Section C - Code of Ethics

Board members shall subscribe to the following code of ethics at each organizational meeting. This code provides that each member shall:

1. Give top priority to the educational needs of the students of Mineral County when rendering decisions;

2. Render all decisions based on the available facts and independent judgment, and refuse to surrender that judgment to individuals or special interest groups;

3. Recognize that the board member's responsibility is not to run the schools but, together with fellow board members, to see that they are well run;

4. Observe the chain of command by referring all complaints, comments, and criticism to the appropriate person in the chain of command.

5. Take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law;

6. Refuse to accept funds or resources that may pose a conflict of interest;

7. Recognize that authority rests with the whole Board assembled in public meetings and make no personal promises nor take any private action which may compromise the Board or its policies;

8. Hold confidential matters pertaining to the schools, which, if disclosed, would needlessly injure individuals or the schools;

9. Refer all complaints to the proper administrative office and discuss such complaints at a regular meeting only after failure of administrative solution.

Section D -Process for Addressing Board Member Violations

The Board and its individual members are committed to faithful compliance with the provisions of the Board's Policies, Bylaws, Principles of Operation and Conduct and Code of Ethics. In the event of a member's violation of any of the above, the Board will seek remedy by the following process:

1. If possible, a conversation will take place between the Board members who are perceived to have violated the Board's Policies, Bylaws, Principles of Operation and Conduct or Code of Ethics and the Board member who believes the violation has occurred.

2. If the matter is not resolved to the alleging member's satisfaction, a conversation will take place between the offending member, the Board President and the alleging member. In the event the Board President is either the offending or the alleging member, the Board Vice President will hold the meeting with the alleging Board member present.

3. If the matter is not resolved to the alleging member's or the President's/Vice President's satisfaction, there will be a discussion between the offending member and the full Board with a member of the Nevada Association of School Boards, or agreed upon facilitator.

4. As a last resort, and only after thoughtful deliberation, the Board may vote to censure the offending member of the Board.

ARTICLE III -BOARD OFFICERS

Section A-Duties and Role of the President

The President assures the integrity of the Board's process and when called upon, represents the Board to outside parties. The President:

1. Shall preside at all meetings of the Board of Trustees.

2. Shall conduct all meetings in accordance with the policies, regulations and bylaws adopted by the Board.

3. Shall have the prerogative to move an agenda item to a different position during the course of any meeting.

4. Shall have the authority to sign all necessary documents related to the functions of the Mineral County School District and those required by law under Nevada Revised Statutes.

5. Shall appoint board members to board committees, *ad hoc* committees, outside agencies as specified by NRS, or other committees as recommended by the Board.

6. Shall, with the Superintendent, prepare the agenda for board meetings.

7. Shall act as coordinator for the evaluation of the Superintendent to the Board of Trustees.

8. Shall, with the clerk, co-sign all warrants issued by the school district.

Section B -Duties of the Vice President

In the absence of the President, the Vice-President shall perform the duties and have the obligations of the President. In the absence of the Clerk, the Vice-President shall perform the duties and have the obligations of the Clerk. All actions of the Vice President in these cases shall be legal and binding.

Section C-Duties of the Clerk/Board Secretary

The Clerk/Board Secretary shall keep the minutes of all meetings and transactions of the Board of Trustees and shall sign all necessary documents related to the functions of the Mineral County School District and those required by law under Nevada Revised Statutes.

Subject to the written direction of three trustees, the Clerk/Board Secretary shall draw all orders for the payment of monies belonging to the school district.

Immediately after the organization of the Board of Trustees at the first meeting in January following a general election, the Clerk/Board Secretary shall file the names of the President, Vice-President, Clerk and the members

of the Board of Trustees with the State Department of Education and the County Auditor (NRS 386.310).

The duties of the Clerk/Board Secretary, with the exception of signatory powers, may be assigned to a qualified employee of the Mineral County School District.

In the absence of the President and Vice President, the Clerk will conduct Board meetings.

Section D -Duties of the Liaison to the Nevada Association of School Boards (NASB)
The NASB Liaison shall represent the District on the Board of Directors of the Nevada Association of School Boards, will monitor proposed legislation and report back to the Board on a regular basis.

Section E -Election of Board Officers
Election of board officers shall take place annually. However, at the biennial organization meeting elections of all board officers must take place in the following order: President, Vice President, Clerk and NASB Director. One office at a time shall be considered and the following procedure will be used for each office.

1. Nominations
   a. Any board member may nominate for any office (including the nomination of oneself).

2. Voting
   a. Candidates for an office shall be voted on according to the order of the nominations.

   b. The first nominee to receive three "yes" votes is elected to the office and the voting ceases for that office.

   c. If more than two members stand for an office and no member receives the votes of a majority of three full Board members, the member having the least number of votes shall be eliminated before the next ballot.
   d. Nominations need not be seconded.

   e. Nomination shall be closed by a motion, a second, and a vote to close nominations.

Section F -Term of Office
Legal References: Chapter 386 -LOCAL ADMINISTRATIVE ORGANIZATION: Boards of Trustees NRS 386.310 -Officers; organization NRS 386.325 -Duties of clerk

Section G -Removal from Office
After appropriate written notice (no less than 10 working days), the board may rescind the election of any officer by a majority vote.

Section H – Vacancy in Office
If an office becomes vacant for any reason, the office shall be filled by an election by the board members in the same manner as outlined in the Procedures for Election of Officers. Election shall take place as soon as possible at a meeting following receipt of notice of the vacancy and in accordance with the Open Meeting Law. If the office of the President becomes vacant, the Vice President shall fill the vacancy until the election of a successor. The term of office for all board officers shall be for one year, or until a successor is elected. Elections for officers will be held every January.

ARTICLE IV -AUTHORITY AND POWERS

The Board of Trustees is responsible for establishing and maintaining the public schools of Mineral County consistent with state law (NRS 386.350) As such, it serves as a policy-making body and appoints a superintendent to serve as executive officer. The Board's major function is to develop and adopt district policy governing many facets of District operations, including educational programs and initiatives, school facilities, and finance.

Section A -Policies: Adoption, Repeal, Amendments and Review
It is the inherent function of the Board of Trustees to adopt policies as guides for the action of those to whom it delegates authority. These policies shall be stated in writing. In formulating policies, the Board shall typically adopt general principles that give authority and responsibility to the Superintendent and administrative staff to take action. The application of such policies to specific situations, personnel and activities is an administrative detail that should, in most cases, be performed by the Superintendent and the administrative staff.

1. Adoption. Repeal and Amendment of Policies
The Superintendent shall, in cooperation with the staff, recommend policies for adoption as the need arises. Policies may be proposed by any board member, lay group or organization, or by any citizen of the District.

Specific policy proposals, suggested amendment(s) to existing policy, or proposal to delete policy shall be submitted to all members of the Board in writing prior to a regularly scheduled board meeting. The proposal shall be reviewed and discussed at a regular meeting of the Board and be submitted for adoption at the next regular board meeting, provided notice of the Board's intention to adopt, amend or repeal shall have been duly given and the Board shall have considered public comment before final action is taken. An amendment will not require the policy to go through an additional reading, except as the Board determines that the amendment needs further study and an additional reading would be advantageous. Approval shall be by majority vote.

The preparation of district policy shall be guided by the following procedures:

a. Each policy will be prefaced with a statement of the purpose it is intended to serve.

b. Each policy will indicate the authority upon which the Board has relied in its preparation.

c. Each policy will be written in a style that is easily understood, explicit, free from ambiguity and thorough in its coverage of the subject.

d. Each policy will state what action the Board requires of the Superintendent.

e. Definition of words or phrases peculiar to a policy shall be included as appropriate.

f. New policy will be added to the appropriate section in the policy manual in sequential order.

g. Each policy shall be printed on a separate page.

2. Policy Review
It shall be the duty of the Board to reappraise its policies on a four-year cycle, with approximately one-quarter of the policies reviewed every year on a rotating schedule established by the Superintendent. The review will address, but not be limited to the following questions:

- Is the policy legal?

- Is the policy needed?
- Is the policy written in plain English and parallel to existing policies?
- Is the policy too procedural?

Section B -Amendment or Revision of the Bylaws
The bylaws of the Board shall be subject to amendment or revision only upon a majority vote of all the members of the Board at two successive regular meetings held. At the second meeting, the proposed amendment(s) or revision(s) shall be presented in writing.

Section C -Adoption of Emergency Bylaws/Policies
The Board may adopt emergency policies/bylaws upon its own finding that an emergency exists. (NRS 386.365) An emergency shall be defined for the purpose of this rule as any situation or set of circumstances which the Board has reason to believe will close the schools or jeopardize the safety or welfare of the pupils or employees of the District. In the event of emergency, bylaws or policies may be adopted or amended at a single meeting of the Board.

Section D -Suspension of a Bylaw or Policy
Where compelling reasons exist, the Board may, upon a majority vote of all its members, cause to suspend at any time the operation of a bylaw or policy, provided the suspension does not conflict with law. Such suspension shall terminate at the next meeting of the Board or at such earlier time as may be specified in the motion to suspend.

Section E -Appointment of the Superintendent of Schools
The Board shall appoint the Superintendent of the Mineral County School District. The Board shall determine the compensation for the Superintendent, and shall conduct an evaluation of the Superintendent at least once a year. (NRS 391.110)

Section F -Financial Planning and Oversight
An audit of the school district shall be conducted in accordance with NRS 354.624 and NRS 354.6241.

Section G -Legal Counsel
The Board may employ private legal counsel when the Board determines such employment is necessary and pay for such counsel from District funds. It shall be the duty of the counsel to render all necessary legal opinions for the Board and to represent the Board in specific problems requiring the services of legal counsel. (NRS 386.410; 391.100)

Section H -Right to Know
No board member shall be denied facts or materials required for the proper performance of the duties of their office. If in the opinion of the Superintendent a board member's request for facts and information is administratively unreasonable, the Superintendent may withhold said facts or material until the Board makes a ruling.

Legal References: Chapter 354 -LOCAL FINANCIAL ADMINISTRATION
NRS 354.624 -Annual audit; Requirements; designation of accountant; scope and disposition.
NRS 354.6241-Contents of statement from auditor;
expenditure of excess reserves in certain funds.

Chapter 386 -LOCAL ADMINISTRATIVE ORGANIZATION
NRS 386.410 -Employment of private legal counsel

Chapter 391 -PERSONNEL
NRS 391.100 -Employment of personnel by trustees to
NRS 391.110 -Superintendent of schools; Employment; qualifications; term; dismissal; administration of oaths.

ARTICLE V-MEETINGS

Section A-Basic Structure
All meetings of the board are open to the public, except as otherwise provided by law. (NRS 241)
The Board recognizes that members of the public have the right and should be encouraged to be heard at board meetings. Further, it values public comment on educational issues. The board will provide a period during all open meetings for public comment. At the discretion of the President, the right to speak may be exercised by (a) raising one's hand during the public comment period(s) at the meeting or (b) by completing a Request to Speak form prior to, or during the meeting and giving it to the President or designee. Each person who speaks may be limited by the President due to time constraints. The President may interrupt or terminate an individual's statement when it is too lengthy, abusive, disruptive, is obscene or violates any provision of the Open Meeting Law.
The Board will function through (1) regular meetings (2) special meetings (3) organizational meetings (4) closed meetings and (5) emergency meetings. Board meetings will be scheduled and noticed in compliance with the law and as deemed by the board to be in the best interests of the school district and community.

1. Agenda

a. The agenda for meetings will be prepared by the Superintendent and the Board President and will be posted in compliance with NRS 324.020.

b. Members of the public may request that items be placed on the agenda by submitting the appropriate agenda request form to the Superintendent's Office.

2. Quorum
A majority of the members of the Board of Trustees shall constitute a quorum for the transaction of business, and no action of the Board of Trustees shall be valid unless such action shall receive, at a regularly called meeting, the approval of a majority of all the members of the Board of Trustees. (NRS 386.330)

3. Robert's Rules of Order

Robert's Rules of Order Newly Revised edition shall govern the Board in its deliberation in all cases in which it is not inconsistent with state, administrative code or these bylaws, with the following exceptions:

a. The President may discuss and vote on any question.

b. The Board will allow Board discussion and public comment prior to a motion being made.

c. The Clerk or designee shall provide each board member with a copy of the minutes of the last meeting no later than 4 days before the next regular meeting.

d. The approved minutes shall be signed by the Clerk and shall be filed in the Superintendent's office as a permanent record of official Board proceedings.

e. Minutes are considered public property after approval by the Board and are available for inspection.

f. Minutes of closed meetings shall be recorded separately and such minutes are not available for inspection by the public, except as provided in the Nevada Open Meeting Law. (NRS 241)

4. Voting

a. Except where a greater vote is required by these bylaws, no action of the Board is valid unless approved by a majority of the members present.

b. Board members in attendance must vote on all issues. Voting shall be by "yes", "no", or "abstain." A board member may request that the reason for their vote be recorded in the minutes.

c. Abstentions shall not be counted as votes, but shall be recorded and are deemed to be in agreement with the Board's decision.

d. Any member may request that the Board be polled.

e. Any action requiring a vote may be conducted by voice, show of hands or roll call, provided the vote of each member is recorded.

f. Proxy voting is prohibited.

g. If a Board member cannot be present at a meeting, that person may attend by means of a speakerphone.

5. Minutes (NRS 241.035)

a. All meetings shall be audio recorded. The Trustees or their designee must retain the recording for at least one year.

b. Written minutes of each meeting will be compiled; such minutes to include: the date, time and place of the meeting; trustees who were present; trustees who were absent; the substance of all matters proposed, discussed or decided and, at the request of any members, record of each' members vote on any matter decided by vote; the substance of remarks made by any members of the general public, who addresses the body if he requests that the minutes reflect his remarks, if he has prepared written remarks, a copy of his prepared remarks if he submits a copy for inclusion; any other information which any member of the body requests be included or reflected in the minutes.

c. The Clerk or designee shall provide each board member with a copy of the minutes of the last meeting no later than 4 days before the next regular meeting.

d. The approved minutes shall be signed by the Clerk and shall be filed in the Superintendent's office as a permanent record of official Board proceedings.

e. Minutes are considered public property after approval by the Board and are available for inspection.

f. Minutes of closed meetings shall be recorded separately and such minutes are not available for inspection by the public, except as provided in the Nevada Open Meeting Law. (NRS 241)

Section B -Regular Meetings

The Board shall hold a regular meeting at least once each month at such time and place as the Board shall determine. (NRS 386.330)

The order of business may change, depending on the wishes of the Board, but must include the following: call to order, certification of public notice, roll call, approval of minutes, public comment.

Section C -Special Meetings

Special meetings shall be called by the President whenever there is sufficient business to come before the Board or upon written request of three of its members. (NRS 386.330). The Clerk of the Board (or a designee) shall give written notice of each special meeting to each member by personal delivery of the notice at least one day before the meeting, or by mailing the notice to each trustee's residence of record, at least 4 days before the meeting. The notice shall specify the time, place and purpose of the meeting. If all of the trustees are present at a special meeting, the lack of notice shall not invalidate the proceedings. (NRS 386.330)

Section D -Organization Meetings

The Board shall organize at the first meeting in January following a general election. The meeting shall be called to order by the Superintendent or, in her/his absence, a chairperson *pro tempore* shall act as presiding officer until the election of a president. The officers of the Board shall be a President, a Vice President, a Clerk, and an NSBA Director, elected as provided in NRS 386.310.

1. Procedure for Election of Officers

Officers will be elected in the following order: President, Vice President, Clerk, and NSBA Director. One office at a time shall be considered and the following procedure will be used for each office:

a. Any Board member may nominate for any office (including the nomination of oneself).

- Nominations do not need to be seconded.

- Nominations will be closed by a motion, a second and a vote to close the nominations.

- To be elected to an office, a nominee must receive the votes of a majority of the full Board. If more than two members shall stand for an office and no member receives the votes of a majority of the full Board, the member having the least number of votes shall be eliminated before the next ballot.

2. Appointees

During the organization meeting, the Board may also appoint delegate(s) to other groups as it deems necessary.

3. Filing of Notice

Immediately after the organization of the Board of Trustees, the Clerk shall file the names of the President, the Vice President, the Clerk and the members of the Board of Trustees with the State Department of Education and the Mineral County Auditor. (NRS 386.310)

4. The Board shall at the organization meeting designate a day, place and time for regular meetings. (NRS 386.330)

5. Each Board member shall sign a statement acknowledging that they have read and agree to abide by the Code of Ethics (Article IT, Section C). The signed statement is to be placed on file in the District Office.

Section E -Closed Meetings

Standing rules for conducting closed meetings of the Board are:

1. All closed meetings of the Board and its committees shall be conducted in compliance with the Nevada Open Meeting Law. (NRS 241)

2. Closed meetings may only be held for the following reasons and only after complying with the statutory requirements for posting in NRS 241:

   a. To deliberate on a person's character, alleged misconduct, professional competence or physical or mental health. "Professional competence" refers to a person's abilities, qualifications or fitness to perform a function, job or task. (NRS 241.030)

   b. To deliberate on matters permit by the provisions of NRS 288.220 relating to negotiations

   c. Matters permitted by the provisions of NRS 392.467 relating to student discipline; or

   d. Matters permitted by NRS 241.020 and other express statutory exceptions permitting closed sessions.

3. Prior to conducting a meeting in closed session, a person requesting such meeting shall:
   a. Inform the President of the Board or committee chairperson regarding the reason for and the scope of the requested closed meetings'

   b. Submit an agenda item for open meeting discussion or action in a timely manner;

   c. Make or propose a motion, in accordance with NRS 241.030, to close the meeting.

A motion to close the meeting should state the general nature of the business to be considered, IE, "I move that the Board recess to closed session to consider a matter involving professional competence of (name of individual)."

4. All Board meetings conducted in closed session shall be audio recorded. The recording shall be retained by the Board's Executive Secretary for a period of one year from the date of the closed session. Minutes may be released only as a result of a final court order, or with the prior approval of the Board President and Board counsel, when the Board determines that the matters discussed no longer require confidentiality, and the person whose character, conduct, competence, or health was discussed has consented to such release. The person discussed is entitled to a copy of that portion of the minutes relating to him/her upon request, whether or not the minutes become public record.

5. Board counselor Board President is authorized to interrupt and to stop Board deliberations at any time to ensure compliance with the Open Meeting Law.

Section F -Emergency Meetings
In the event of an emergency, a meeting may be called without prior notice. An "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to: disasters caused by fire, flood, earthquake or other natural causes or any immediate risk to the health and safety of the District, its employees or students. (NRS 241.020)

NRS 241.030 -Exceptions to requirement for open and public meetings
NRS 241.035 -Public meetings, Minutes, aural and visual reproduction

Chapter 288 -RELATION BETWEEN GOVERNMENT AND PUBLIC EMPLOYMENT
NRS 288.220 -Certain proceedings not required to be open or public

Chapter 386 -LOCAL ADMINISTRATIVE ORGANIZATION
NRS 386.310 -Officers; organization
NRS 386.330 -Board of Trustees: Meetings; quorum

Chapter 392 -PUPILS
NRS 392.467 -Suspension or expulsion of pupil; Procedures; limitations

Adopted March 8, 2004
Revised November 22, 2005
Revised June 24, 2006
Revised July 17, 2007

Adoption Resolution

RESOLVED, that these bylaws are hereby adopted and that all bylaws heretofore adopted by the Mineral County Board of Trustees are hereby rescinded; further be it
RESOLVED, that in the event any section of part of these bylaws is judged to be inconsistent with law, inoperative by a court of competent jurisdiction or is invalidated by a policy or contract duly adopted by this Board, the remaining bylaws shall remain in full effect.

ACTION ITEM #3

PROFESSIONAL NEGOTIATION AGREEMENT

BETWEEN

MINERAL COUNTY SCHOOL DISTRICT

AND THE

MINERAL COUNTY SCHOOL ADMINISTRATORS

~~2024-2025~~2025-2026 SCHOOL YEAR

MINERAL COUNTY SCHOOL ADMINISTRATORS

CONTRACT

PREAMBLE

WHEREAS, the Mineral County Board of School Trustees and the Mineral County School Administrators, the parties to this procedure, recognize and declare that providing quality education for the children of the district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the administration staff, and

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

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

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours and conditions of employment, and

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

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

ARTICLE 1 -DEFINITIONS

1.1
The term **"NRS 288,"** as used in this Agreement, shall refer to Chapter 288 of Nevada Revised Statutes and hereafter known as Chapter 288 NRS (Local Government Employee-Management Relations Act).

1.2
The term "administrators," as used in this Agreement, shall refer to all administrative employees who hold administrative positions requiring educational certification and state licensure as set forth below with the exception of such administrators who are excluded by NRS 288.
Positions covered by this Agreement:

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

1.3
The term "school **board,"** as used in this Agreement, shall mean the Board of School Trustees of the Mineral County School District and is the entity known as the Local Government Employer in NRS 288.060.

1.4
The term **"school district,"** as used in this Agreement, shall mean the Mineral County School District.

1.5
The term **"superintendent,"** as used in this Agreement, shall mean the superintendent of schools of the Mineral County School District or **the** designated representative.

1.6
The term **"personnel officer,"** as used in this Agreement, shall mean the School District's director of personnel, or the superintendent's designee.

1.7
The term **"Board"** means the Local Government Employee-Management Relations Board, as provided by NRS 288.030.

1.8
The term **"Agreement"** refers to the name of this document, being the Professional Negotiations Agreement between the Mineral County School District and the Mineral County School Administrators.

1.9
The term **"school year"** shall be defined as stated in NRS 388.08. The contracted public school year shall commence on the first day of July and shall end on the last day of June.

1.10
The term **"contracted school year,"** as used in this Agreement, means days between July 1st and June 30th of any given year, which are designated as work days on an administrator's approved work calendar.

1.11
The term **"Day"** as used in this Agreement shall mean working school days.

1.12
For the purpose of this Agreement, a **"Work Day"** is defined as any calendar day that the District offices are open.

1.13
A **"grievance"** shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of this agreement or an existing school board rule, policy or practice, or that there exists a condition which jeopardizes an employee's health or safety.

1.14
A **"grievant"** shall mean an administrator or a group of administrators filing a grievance.

1.15
A **"party of interest"** is the person or persons making the claim and any persons or person who might be required to take action or against whom action might be taken in order to resolve the problem, as defined in 1-12.

1.16
The term **"consultant"** as used in this Agreement shall mean any person requested by either the administrator(s) or the school board to provide assistance in the process of negotiations.

ARTICLE 2 — RECOGNITION

2.1

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

2.2

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

Positions covered by this Agreement:

Hawthorne Jr. High/Mineral County High School Principal
Hawthorne Elementary School Principal
Schurz Elementary School Principal
Dean of Students
Director of curriculum and Instruction

2.3

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

2.4

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

ARTICLE 3 - NEGOTIATIONS

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

3-1
Negotiating teams as appointed by the School Board and the Administrators shall meet to conduct negotiations over negotiable items as submitted.

3-2

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

3-3
When the subject of negotiation requires the budgeting of money by the School Board, the Administrators shall give notice requesting negotiations as early in the year as possible.

3-4
The negotiating teams will make a good faith effort to resolve matters to their mutual satisfaction and agreements. It is recognized that either team may, if it so desires, utilize the services of outside consultants.

3-5
The School Board and the Administrators agree to provide any information related to mandatory subjects of bargaining that will assist in developing constructive proposals in behalf of teachers, students, and the school system.

3-6
For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.

3-7
It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated and initialed by both parties when an agreement is reached.

3-8
During negotiations, releases to news media shall be made only as jointly agreed upon by the negotiating teams.

ARTICLE 4 - FORMAL CONSULTATION

4-1

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

4-2

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

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

4-3

Holding of consultative sessions.

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

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

ARTICLE 5 - GRIEVANCE PROCEDURE

5-1

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

5-2

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

5-3

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

5-4

Grievance Steps

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

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

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

STEP 1- Superintendent of Schools

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

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

STEP 2 - School Board

If the aggrieved person is unsatisfied with the decision rendered by the Superintendent, he shall file his appeal with the School Board within seven (7) days following the receipt of the

completion of mediation. The Board will hear the grievance at the next subsequent regular meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances the board may schedule a special meeting in compliance with the posting requirement of the Nevada Revised Statutes. The decision of the Board will be furnished to the grievant in writing within seven (7) days of the Board's meeting.

STEP 3 - Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the aggrieved party may present the grievance to mediation within ten (10) school days after the Board's response in Step 2.

Procedures for Grievance Mediation:

1. The Superintendent or designee must respond to a grievance request for mediation within ten (10) school days;
2. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS); and
3. The parties agree to comply with the rules and procedures of the FMCS and will equally split any fees or costs of the Mediator imposed by FMCS.

STEP 4 - Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party must present the grievance to binding arbitration within ten (10) school days after the Mediation.

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

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

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

5-5
Arbitration Costs

The costs of all arbitration shall be borne as follows:

a. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparations of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
b. The arbitrator's fees and expenses and the cost of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on

school property, by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.

c. If a court reporter is requested by either party or the arbitrator, the party requesting responsible for the fees. The individual parties will be responsible for copies of transcripts.

5-6

Rights to Representation

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

5-7

No Reprisals

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

5-8

Cooperation of the Employer and Association

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

5-9

Personnel Files

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

ARTICLE 6 - PERSONNEL FILES

6.1

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

6.2

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

6.3

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

6.4

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

ARTICLE 7 - LEAVE OF ABSENCE

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

SICK LEAVE

7.1

SICK LEAVE—May be taken in hourly increments.

7.1.1

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

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

7.1.2

Sick leave shall be allowed for:

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

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

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

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

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

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

7.1.3
Full-time employees shall be members of the sick leave plan. Employees working more than half-time but less than full-time, shall be granted a percentage of sick leave days equal to the percentage of days worked, rounded to the nearest 1/4 day.

7.1.4
Administrative employees who have been granted a leave of absence for one year or less will be given credit for accumulated sick leave at time of reinstatement of duty.

7.1.5
A doctor's statement may be requested at the discretion of the superintendent.

7.1.6
Effective July 1, 1979, a certified employee of the Mineral County School District, shall, if he/she dies while under contract with the Mineral County School District, receive payment for Accumulated sick leave at the rate of 50% of the employee's salary. Said benefit will be paid to the estate of the deceased.

7.1.7
Effective 2016-17 school year, an administrative employee shall be reimbursed upon resignation from MCSD, after six (6) years of service in the district for unused sick leave at the rate of 18% of the daily rate of pay and a maximum of $3,700.00 per recipient with the following conditions:

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

7.2
PROFESSIONAL LEAVE

7.2.1
Administrative employees other than those authorized to represent the school system may be allowed to attend recognized educational meetings and conferences and without allowances for expenses, providing they are an official representative or an officer of the association, local, state or national.

7.2.2
Application will be made to the superintendent for approval. Fifteen (15) days advance notice of the conference will be given except in an emergency. The superintendent shall respond to the request within five (5) days.

7.2.3
Administrators who have completed six or more continuous years of service may be granted leave of up to one year without pay or increment for professional study, travel or research. The request for leave must be presented to the board by March 1.

7.2.4
The request shall be accompanied by specific written details or the direction of the professional study, the travel to be taken, or the research project involved. Written acceptance by the Board will specify the conditions to be met.

7.2.5
Should the leave be granted, the returning administrator will be assigned to the same position or to a similar position for which he or she is qualified, provided all conditions of the leave were met. Prior to April 1, of the next contract year the administrator shall submit verification that the conditions have been met or will be by June 1. Should it be determined terms were not met after being assured and verified that the employee did meet them, the employee will be subject to immediate dismissal. All financial benefits related to leaving the district would be forfeited.

7.3
TEMPORARY LEAVE

7.3.1
Five (5) days of personal leave shall be given to certificated administrators. The request must be approved by the superintendent. Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, or Spring Break.

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

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

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

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

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

7.3.2

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

A. Legal transactions

B. Advanced educational consultation, examination, or graduation

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

Verification of the purpose may be requested by the superintendent.

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

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

7.4

COMP TIME

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

ARTICLE 8 - CONTRACT TIME

8.1
The building administrators at Hawthorne Jr. High/Mineral County High School and at Hawthorne Elementary School will be placed on a ~~210~~215-day contract. The HJH/MCHS and HES principals may take Fridays off during the year while their schools are on 4-Day School Week, but they will have to work the days taken off at the end of their contract to ensure they work a total of ~~210~~215 days.

8.2
The building administrator at Schurz Elementary School will be placed on a ~~200~~210-day contract.

8.3
Administrators will be appropriately placed on the Salary Schedule attached hereto for Fiscal Year ~~2025~~2026 (July1, ~~2024~~2025 – June 30, ~~2025~~2026). ~~The Salary Schedule reflects a cost of living adjustment of 4.5% for the Fiscal Year 2025. If enrollment increases in the District by more than 12.5%, then either party may reopen contract negotiations on the sole issue of Article 8.3.~~

EXTRA DUTY PAY SCHEDULE

HJH/MCHS Principal will receive an additional responsibility index of 6% of the base pay from the 210 Day Principal Contract.

8.4 To the extent possible, meetings which require the attendance of Administrators shall occur within the contracted hours of the Administrator (inclusive of travel time from the Administrator's worksite to the meeting). In the event that meetings (inclusive of travel time from the Administrator's worksite to the meeting), take place outside of contracted hours, the Administrator shall receive comp time as outlined in Article 7.4.

ARTICLE 9 – PERS and Insurance

~~GROUP INSURANCE~~¶

Both parties agree that the insurance and PERS will be the same as in the Certified Negotiated Agreement as of June 30, 2025~~(August 11, 2016)~~

ARTICLE 10 – Reduction in Force

10.1
The School District retains the right to determine when a reduction in force is necessary, the number of individuals who will be reduced, and areas where reductions in force will occur.

10.2 When a reduction in force occurs, the District will notify the Administrators. The Administrators will form an advisory committee to review the District's proposed reduction in force and provide recommendations to the District regarding how to proceed. The District agrees to meet and confer with the Administrators prior to any reduction in force becoming effective.

ARTICLE 11 – Evaluations

11.1

Administrators shall receive an evaluation on a yearly basis. The evaluation shall be completed prior to the end of the school year of every year. Such evaluation shall comply with NRS 391.715 and shall include:

(a) An evaluation of the instructional leadership practices of the administrator at the school;
(b) An evaluation of the professional responsibilities of the administrator to support learning and promote the effectiveness of the school community;
(c) Except as otherwise provided in subsection 2 or 3, an evaluation of the performance of pupils enrolled in the school;
(d) An evaluation of whether the administrator employs practices and strategies to involve and engage the parents and families of pupils enrolled in the school;
(e) Recommendations for improvements in the performance of the administrator; and
(f) A description of the action that will be taken to assist the administrator in the areas of instruction leadership practice, professional responsibilities and the performance of pupils.

11.2

Administrators shall have the right to submit a written response to an evaluation, which shall be attached to the evaluation.

11.3
If the evaluation is not completed in a timely manner, at the fault of the District, the District shall have deemed to have waived the opportunity to evaluate the Administrator. Such waiver will be considered as an evaluation with an overall rating of "effective" for all purposes.

TERMS OF AGREEMENT

This agreement shall be in effect from July 1, ~~2024~~2025 – June 30, ~~2025~~2026.

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

IN WITNESS WHEREOF, the parties have hereunto set their signatures this ____ day of _____, ~~2024~~2025.

MINERAL COUNTY SCHOOL DISTRICT

By:_____
Drew Schaar, President
Mineral County Classroom Teachers' Association

MINERAL COUNTY SCHOOL ADMINISTRATORS

By:_____
Tyler Viani, Board President
Mineral County School District

4902-3139-7967, v. 1

Mineral County School District Principal Salary Schedule
FY2025-2026

$5,596.67 (6% of Base Pay {$93,277.91} Step 1 210 Day – Extra Duty Pay Schedule)

210 DAY PRINCIPAL CONTRACT										
		Daily		Daily		Daily		Daily	Ph.D/	Daily
Step	MA	Rate	MA + 16	Rate	MA + 32	Rate	MA + 48	Rate	EDD	Rate
1	$93,277.91	$444.18	$95,509.44	$454.81	$97,740.97	$465.43	$99,972.51	$476.06	$102,204.04	$486.69
2	$95,509.44	$454.81	$97,740.97	$465.43	$99,972.51	$476.06	$102,204.04	$486.69	$104,435.57	$497.31
3	$97,740.97	$465.43	$99,972.51	$476.06	$102,204.04	$486.69	$104,435.57	$497.31	$106,667.11	$507.94
4	$99,972.51	$476.06	$102,204.04	$486.69	$104,435.57	$497.31	$106,667.11	$507.94	$108,898.64	$518.56
5	$102,204.04	$486.69	$104,435.57	$497.31	$106,667.11	$507.94	$108,898.64	$518.56	$111,130.17	$529.19
6	$104,435.57	$497.31	$106,667.11	$507.94	$108,898.64	$518.56	$111,130.17	$529.19	$113,361.71	$539.82
7	$106,667.11	$507.94	$108,898.64	$518.56	$111,130.17	$529.19	$113,361.71	$539.82	$115,593.24	$550.44
8	$108,898.64	$518.56	$111,130.17	$529.19	$113,361.71	$539.82	$115,593.24	$550.44	$117,824.77	$561.07
9	$111,130.17	$529.19	$113,361.71	$539.82	$115,593.24	$550.44	$117,824.77	$561.07	$120,056.31	$571.70
10	$113,361.71	$539.82	$115,593.24	$550.44	$117,824.77	$561.07	$120,056.31	$571.70	$122,287.84	$582.32
11			$117,824.77	$561.07	$120,056.31	$571.70	$122,287.84	$582.32	$124,519.37	$592.95
12			$120,056.31	$571.70	$122,287.84	$582.32	$124,519.37	$592.95	$126,750.91	$603.58
13			$122,287.84	$582.32	$124,519.37	$592.95	$126,750.91	$603.58	$128,982.44	$614.20
14					$126,750.91	$603.58	$128,982.44	$614.20	$131,213.97	$624.83
15					$128,982.44	$614.20	$131,213.97	$624.83	$133,445.51	$635.45

215 DAY PRINCIPAL CONTRACT										
		Daily		Daily		Daily		Daily	Ph.D/	New Daily
Step	MA	Rate	MA + 16	Rate	MA + 32	Rate	MA + 48	Rate	EDD	Rate
1	$95,293.50	$443.23	$97,469.37	$453.35	$99,645.24	$463.47	$101,821.11	$473.59	$103,996.98	$483.71
2	$97,469.37	$453.35	$99,645.24	$463.47	$101,821.11	$473.59	$103,996.98	$483.71	$106,172.86	$493.83
3	$99,645.24	$463.47	$101,821.11	$473.59	$103,996.98	$483.71	$106,172.86	$493.83	$108,348.73	$503.95
4	$101,821.11	$473.59	$103,996.98	$483.71	$106,172.86	$493.83	$108,348.73	$503.95	$110,524.60	$514.07
5	$103,996.98	$483.71	$106,172.86	$493.83	$108,348.73	$503.95	$110,524.60	$514.07	$112,700.47	$524.19
6	$106,172.86	$493.83	$108,348.73	$503.95	$110,524.60	$514.07	$112,700.47	$524.19	$114,876.34	$534.31
7	$108,348.73	$503.95	$110,524.60	$514.07	$112,700.47	$524.19	$114,876.34	$534.31	$117,052.21	$544.43
8	$110,524.60	$514.07	$112,700.47	$524.19	$114,876.34	$534.31	$117,052.21	$544.43	$119,228.09	$554.55
9	$112,700.47	$524.19	$114,876.34	$534.31	$117,052.21	$544.43	$119,228.09	$554.55	$121,403.96	$564.67
10	$114,876.34	$534.31	$117,052.21	$544.43	$119,228.09	$554.55	$121,403.96	$564.67	$123,579.83	$574.79
11			$119,228.09	$554.55	$121,403.96	$564.67	$123,579.83	$574.79	$125,755.70	$584.91
12			$121,403.96	$564.67	$123,579.83	$574.79	$125,755.70	$584.91	$127,931.57	$595.03
13			$123,579.83	$574.79	$125,755.70	$584.91	$127,931.57	$595.03	$130,107.44	$605.15
14					$127,931.57	$595.03	$130,107.44	$605.15	$132,283.32	$615.27
15					$130,107.44	$605.15	$132,283.32	$615.27	$134,459.19	$625.39

ACTION ITEM #4

NEGOTIATION AGREEMENT

BETWEEN

MINERAL COUNTY SCHOOL DISTRICT

AND THE

MINERAL COUNTY CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

MCCSEA

FY ~~2024~~2026 and FY ~~2025~~2027

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PREAMBLE

This agreement is made and entered into by and between the Mineral County School District, State of Nevada, hereinafter referred to as the "District" and the Mineral County Classified School Employees Association, Nevada Classified School Employees and Public Workers Association,

Whereas, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith in compliance with NRS 288.150 and

Whereas, it is the right of every local government employee, subject to the limitation provided in subsection 3 of NRS 288.140, to join any employee organization of his choice or to refrain from joining any employee organization.

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws of the State of Nevada or of 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 negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full force and effect.

NOW THEREFORE IT IS AGREED:

ARTICLE I
DEFINITIONS

1-1 The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Mineral County School District and the MCCSEA, NCSEAPWA/~~AFT Local 6181 AFL-CIO."~~

1-2 The term "Association", as used in this Agreement, shall mean the Mineral County Classified School Employees Association (MCCSEA), Nevada Classified School Employees and Public Workers Association (NCSEAPWA), known as the Employee Organization in NRS 288.

1-3 The term "NLRB" means the Local Government Employee-Management Relations Board as provided in NRS 288.

1-4 The term "Employer refers to Mineral County School District throughout the use of this Agreement.

1-5 The term "classified employee", as used in this Agreement shall refer to all classified staff members eligible for membership in the MCCSEA, NCSEAPWA.

1-6 Confidential Employee - Means an employee who provides administrative support to an employee who assists in the formulation, determination and effectuation of personnel policies or managerial policies concerning collective bargaining or supplemental bargaining. (based on NRS-288.170 and NRS 288.420)

1-7 The term "workdays" shall mean days the District Office is open for business. All other references (to days) in contract shall refer to calendar days.

1-8 Immediate Family - Defined as husband, wife, children, father, mother, sister, brother, mother in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half-brothers, half-sisters, adopted children, or any relative living in the immediate household.

1-9 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada as revised by the Nevada Legislature, also known as the Local Government Employees-Relations Act.

1-10 Probationary employees may be terminated at any time during the probationary period with or without just cause. All new hires shall be subject to a 180-calendar day (6 months from hire date which will be the first day an employee works a scheduled shift).

1-11 Regular Fulltime Employee - An employee who has met the probationary period, and works a regularly scheduled shift, totaling 20 or more hours in a week.

HES and Mineral County High School/JHS will each have one 12-month Secretary and one 10-month secretary. For schools operating on a five-day school week, the 10-month Secretary will work 10 days prior to the first day of the school year and 10 days after the last day of school. For schools operating on a four-day school week, the 10-month Secretary will work 8 days prior to the first day of the school and 8 days after the last day of school. The 10-month secretaries will not work all scheduled in-service dates. The SES and MCSD Cook or Cafeteria Manager will both work 5 days before school starts and 2 days after the last day of school. (NEG.8/8/2018)

1-12 Regular Part-Time Employee - employee who has met the probationary period and who is regularly scheduled to work for less than twenty (20) hours a week.

1-13 The term "School Trustees", as used in this Agreement, shall mean the Board of School Trustees of the Mineral County School District, and is the entity known as the Local Government Employer in NRS 288.

1-14 The term "School Trustees" and "Association" shall include authorized officers and representatives.

1-15 Substitute Employee - An employee hired by the District to fill in on a temporary basis for regular or regular part-time employees when such regular or regular part-time employees are absent.

1-16 The term "Superintendent", as used in this Agreement shall mean the Superintendent of Schools in the Mineral County School District or the designated representative. (As approved by the Board of Trustees or designated by the current Superintendent.)

1-17 Supervisory Employee - Means any individual having authority in the interest of the employer to recommend hiring, transferring, suspending, layoffs, recalling, promoting, discharging, assigning, rewarding or disciplining other employees. (Excluding members of an interview panel that do not meet the guidelines that define a supervisor)

1-18 Temporary Employee – An employee hired to fill a position of less than 75 consecutive business days worked (based upon a five-day work week) or 63 days (four-day work week). (NEG. 8/8/2018)

1-19 Written Reprimand - A disciplinary written notice from the employee's supervisor or supervisory chain of command, to be placed in the employee's personnel file.

1-20 "Hire Date" Hire date shall mean the first day a regularly scheduled day is worked.

1-21 Grievance is defined as an act, omission or occurrence that an employee or an exclusive representative believes to be an injustice relating to any condition arising out of the relationship between an employer and an employee, including, without limitation, working hours, working conditions, membership in an organization of employees or the interpretation of any law, regulation or agreement. (based on NRS 288.435)

ARTICLE II
RECOGNITION

2-1 The Board of Trustees recognizes the MCCSEA as the exclusive negotiating representative of the classified staff of the Mineral County School District, subject to the provisions of NRS 288. The Superintendent cannot negotiate a position with one individual employee and an employee cannot have a contract for life. Probationary employees may join the Association but are not covered by the Grievance Procedure or Discipline Procedure Articles of this agreement until the successful completion of the initial hire probationary period.

2-2 Specifically excluded from membership only are confidential employees, temporary employees, substitute employees and supervisors. The following district office staff: Payroll, Clerk, Administrative Secretary, Data Management/Infinite Campus, Human Resource, and Grants Manager, are recognized as members of the MCCSEA, but cannot hold an office or be a member of the negotiation team for the MCCSEA. They may be asked to provide guidance on wording and for information allowed to be requested under NRS.

2-3 Management Rights

The right to manage the business, except as specifically restricted by this contract, as well as the right to discipline, or discharge employees for just cause, to hire, lay off employees because of a lack of funds, prescribe the duties of employees including scheduling and assignments, direct the working force; the right to determine the numbers of employees to be employed, and to determine the means, methods and schedules of operations and maintenance, except for safety considerations, are reserved to the employer.(As defined by NRS 288)

2-4 The Employer may establish and enforce reasonable rules applicable to employees provided that such rules do not conflict with this Agreement. Any new MCSD Policy or AR will be provided to employees in writing seven (7) days of implementation.

2-5 Exclusive recognition shall entitle the Association to the following rights:

2-6 Organizational use of designated bulletin boards located in conspicuous areas within each district facility.

2-7 Payroll deduction of membership dues.

2-8 The Association recognizes that the School Trustees, as representatives of the electorate, has the final responsibility for establishing policies for the school district, provided that such policies shall not violate or contradict the terms of the negotiated contract in effect.

2-9 The purpose of this recognition is the agreement of all parties to negotiate in good faith in regard to all negotiable items as set forth in Chapter 288.150 of Nevada Revised Statutes.

2-10 The Association, its officers and agents agree that they shall not threaten to strike shall not engage in any strike and shall not support any strike against Mineral County School District.

2-11 References to Adoption– All new proposed articles will be dated when adopted. After a clause has been in effect for five years, these adoption references will be removed. (NEG. 8/8/2018)

ARTICLE III
DUES DEDUCTION

3-1 Upon appropriate written authorization from the employee, the District shall make monthly Association dues deductions from the salary of the employee and make appropriate remittance to the Association. In the event the District fails to withhold dues owed by employee, except as stated in 3-1-5, District shall be responsible for said dues.

3-2 No later than October 15th of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each employee. The District will provide the Association with a list within the month of March and no later than October 15 each year, of all classified employees whose positions are included on the MCCSEA Salary Schedule. This list will include job classification (and) or title, number of hours worked per day and work site. The March report will include a seniority list by district. The Association will notify the District monthly in writing of any changes in said list, changes in the amount to be withheld must be submitted by the Association to the District in writing at least 30 calendar days prior to the date the change is to be effective. Any employee desiring to have the District discontinue deductions he/she has previously authorized, must notify the Local Association in writing by certified mail during July for that school year's dues and the Association must submit the changes to the district office at least 30 days prior to the date the change is to be effective.

3-3 Upon termination of an employee the current month's dues will be deducted from the final check.

3-4 The District agrees not to honor any check-off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization representing employees for negotiations.

3-5 In the case of an employee who is in non-pay status during part of the pay period, and/or whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. In this connection, all other required deductions have priority over Association dues.

3-6 The Association agrees to indemnify, defend, and hold the District harmless against all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.

3-7 The Association agrees to refund the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error mistake.

ARTICLE IV
GRIEVANCE PROCEDURE

4-1 A grievance is ~~a disagreement between an individual, or Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.~~ defined in 1-21.

4-2 For the purpose of this Article, a "school day" is defined as any calendar day that the school, offices are open for business.

4-3 Timelines can be extended at any step, by written agreement. Failure of the District to observe the time limits shall entitle the employee to advance the grievance to the next step. Conversely, failure on the part of the employee or Association to comply with the time limits negates the right to continue this procedure.

4-4 Grievance Steps

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

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

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

STEP 1 — Supervisor

Within fifteen (15) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance must be presented

to the aggrieved party's (immediate) supervisor. The supervisor must answer the grievance in writing within seven (7) school days.

If the aggrieved party is not satisfied with the disposition of its grievance, he may by written notice to the grievant refer it to the next formal step of the grievance procedure.

STEP 2- Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at Step l, then aggrieved party must file a written grievance with the Superintendent (Or designated senior administrator, if the
Superintendent is unavailable) within seven (7) work days of the receipt of the supervisor's response to the step one procedure.

The Superintendent or his designee will meet with the aggrieved party, and the immediate supervisor, to resolve the grievance. Such a meeting will take place within seven (7) work days after receipt of the Step 2 grievance by the Superintendent. The Superintendent shall, within seven (7) work days after this meeting, render a decision, in writing to the aggrieved party.

STEP 3 - School Board

If the aggrieved party is not satisfied with the decision rendered by the Superintendent, the grievant shall file an appeal with the School Board within seven (7) work days following the receipt of the decision rendered by the Superintendent. The Board will hear the grievance at the next subsequent regular school board meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances, the board may schedule a special meeting in compliance with the posting requirement of Nevada Revised Statutes (NRS) The decision of the Board will be furnished to the grievant in writing within seven (7) work days of the Board's meeting. (any meeting continuations or postponements must be in mutual agreement to both parties).

STEP 4- Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3,then the aggrieved party may present the grievance to mediation within seven (7) work days after the Board's response in Step 3.

Procedures for Grievance Mediation:

1. The Superintendent or designee must respond to a grievance request for mediation within seven (7) work days:
2. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS):
3. The parties agree to comply with the rules and procedures of the FMCS and will equally split any fees or cost of the mediator imposed by FMCS.

STEP 5 — Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 4, then the aggrieved party must present notice of intent to file the grievance to binding arbitration within seven (7) work days after the School Board responds. To be officially filed within (21) work days.

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

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

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

4-5 Arbitration Costs

The costs for all arbitration shall be borne as follows:

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

b. The arbitrator's fees and expenses and costs of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.

c. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. Individual parties will be responsible for copies of transcripts.

4-6 Rights to Representation

1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article.
2. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon the request to the immediate supervisor, the grievant and one (l) Association representative will be released from normal duties, without loss of pay, in order to do so.

4-7 No Reprisals

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

4-8 GRIEVANCE FORMS

The district and the association shall develop jointly a grievance form. Such forms will be supplied by the district. (Forms will be available at the district office) The jointly developed grievance form will be made available to all bargaining unit employees. All grievance forms shall be updated annually to reflect any changes to the negotiated agreements, state, and/or federal laws.

ARTICLE V
ASSIGNMENT OUT OF CLASSIFICATION

5-1 Any employee who is officially (reassigned by a supervisor and upon approval by the Superintendent) to perform the majority of the responsibility of a full-time position in a higher range by responsible authority because of the absence of a regular employee for a short duration shall after ten (10) consecutive work days be granted retroactively the salary of the classification filled not to exceed 15 percent of the employee's current salary until the assignment is terminated.

ARTICLE VI
PROCEDURES FOR FILLING VACANCIES

6-1 When a vacancy occurs due to the resignation or termination of an employee and the position is currently a budgeted position, the position will be posted within five work days. All vacancies for classified positions, including new positions, to be filled by the District, shall be posted for five work (5) days. The vacancy notice shall include the opening and closing dates and time, job title, wage classification, confidential or classified location, and all qualifications required to fill the position. Applications received after the closing date and time will not be considered for the first round of the interview process. If the interviews go into a second round the late applications or letters of interest will be considered. Applications and letters of interest will be date stamped by the district office staff upon receipt. Applications can be accepted until the position is filled and as long as it continues to be posted. If the position is posted, "or until filled," a supervisor shall consider all applications or letters of interest received up until the date the first interview is scheduled. This will be considered the first round of interviews. (NEG. 8/8/2018)

6-2 All current qualified employees, including substitutes on the current call in list that complete and submit a letter of interest to the district office will be granted an interview. The district shall make every effort to fill the position within 30 days.

6-3 If no district employee is qualified for the position, the position may be filled by a qualified substitute, until a qualified applicant is hired. Any budgeted position shall remain posted until filled or is eliminated through Board approval.

6-4 Vacancy Postings:

District Office, Mineral County Jr. High/High School, Hawthorne Elementary School, Schurz Elementary, maintenance shop, garage, kitchen and the association mailbox located at the district office and posted on the district website. All classified position postings will be emailed to the current "Classified" or "All Staff" email group. Each announcement shall be posted and will remain open for a period of five working days, unless posted, "posted until filled." The district may advertise vacancies outside the District at the same time it posts vacancies inside the District. All job postings will have an updated and (board approved) job description available to be viewed.

6-5 Employees interested in being considered for the position shall submit a letter of interest to the Superintendent's Office.

6-6 Persons presently employed by the District and applying for vacant positions shall be considered first. A 12-month employee who chooses to apply for a 9 or 10 month position and is selected will have their leave bought out and start under the requirements of 9 or 10 month positions, regardless of the years of service.

Factors to be considered in making the selection will include, but not be limited to:

Training, education,
Current experience
Past Performance
All necessary interview processes.
Attendance Issues

Classified Employees selected to fill new or vacant positions shall begin at the hourly rate of their current step for that position on the approved salary schedule which and will not affect the leave or seniority of the employee. This will be applied to any change in positions within the district effective after 1/1/2018. (NEG. 8/8/2018) Any classified employee moving from one position to another position that is not considered as movement on salary schedule steps will return to a probationary period. Any Classified employee transferring to another position covered by this bargaining agreement shall serve a probationary of thirty (30) days. A transferred probationary employee shall have the right to return to his/her previous position in lieu of separation for nonperformance of duties. The transferred position will remain open and posted until 30-day probationary period is met.

6-7 In the event the District decides that no employee-applicant meets the requirements of the District needed to fill the vacant position, the District is free to fill the vacancy with the best qualified applicant.

6-8 All employees will be advised of the outcome of their bid in writing by the Supervisor of the department of the position applied for within 10 working days after the interview process has been completed.

6-9 An employee's supervisor, based on need due to an approved leave of a current employee, may call in a substitute employee from the District' s authorized substitute call-in list, to help fulfill the duties of the absent employee. For secretaries or clerical substitutes, the approved leave must be for 3 or more consecutive days before a substitute may called in to work. Substitute is defined as an unscheduled request to report to work for the district. A substitute must be initiated by a supervisor or the Superintendent.

6-10 (a) The district shall establish a call-in list of workers and advertise periodically to maintain the list.

6-11 (b) Long term sub employees (those working 10 consecutive days or more eight days if the school or department is on a four-day week) who work the day before and the day after a holiday will receive holiday pay. A break in service will start the count over. For the purpose of this section, a break in service consists of missing a single full work day. (NEG. 8/8/2018)

ARTICLE VII
NON-DISCRIMINATION

7-1 The District and the Association agree to abide by the provisions of applicable Federal, State and Local laws and executive orders regarding these matters.

7-2 The Association and the District agree that membership in the Association shall be open to all classified employees except as excluded in Article 2-1-1 regardless of race, color, religion, national origin, sex, marital status, political affiliation, or age.

7-3 The District will defend its classified personnel in any civil litigation or other damage claim arising from the employee's conduct within the course and scope of essential functions of their positions and within the guidelines of MCSD policies and procedures. The extent of such legal assistance is that available in connection with the liability instance, which is and shall be maintained by the District for the purpose. (ref.policy GBB8) 6-24-06

ARTICLE VIII
DISCIPLINE PROCEDURE

8-1 The employment of every employee of the District shall be during good behavior and efficient service (as defined by policies). No regular and regular part-time employee shall be reduced in pay or position, suspended, discharged or removed, nor shall the District take any form of corrective action against any employee except for just cause. The District will give a copy of all written actions taken to the affected employee upon their inclusion in the personnel file or upon the request of said employee.

8-2 The District agrees that principles of progressive corrective action will be followed with respect to minor offenses. An oral or written warning, or directive shall be considered non-disciplinary, however, two (like or similar) (2) written warnings within a span of two (2) years will constitute a written reprimand. All other major offenses the district reserves the

right to discipline up to and including termination. Minor offenses include but are not limited to: discourteous treatment of members of the public or a coworker or student(s) during work hours, lateness, long breaks, and ~~smoking in buildings,~~ unintentional failure to follow school board policy in the use of school property, intentional minor damage of $500.00 or less. For major offenses refer to Mineral County School District Policy GCD/GCD1, dated 6-24-2006.

Written warnings will be noted, dated and initialed by the affected employee and placed in the employee's personnel file. The Principal/Supervisor will verify any reprimand that originates a level below the Principal/Supervisory level. A written warning usually consists of documentation of a discussion between the Supervisor and the employee to counsel the employee on discrepancies that have been noted. The District will give a copy of all written actions taken to the affected member upon their inclusion in the personnel file. Warnings shall be removed after two (2) years if there are no like warnings that have been issued within the same two (2) year period. It is the employee's responsibility to review his/her personnel file and request that such material be removed from said file.

8-2-1 Any objections to or allegations regarding such corrective action or documents by the employee may be pursued through the Grievance Procedure as provided herein.

8-2-2 After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment without any written reprimands if insubordinate to the immediate supervisor, or the designated supervisor, or had been under the influence of alcohol or a controlled substance while working or convicted of possession of a controlled substance.

8-2-3 After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment after a total of two (2) written reprimands for any reason.

8-2-4 Prior to the hearing described in 8-2-2 and 8-2-3 the District will provide the employee written notice of the charges and the evidence that could lead to immediate dismissal. The hearing will be conducted by the Superintendent. The employee may have the assistance of counsel or an association representative(s) up to two people or an amount equal to the number representing administration at the hearing at the employee' s sole cost. The administration team will notify the employee if the administration has more than three (3) representatives three (3) days prior to the meeting. The employee may present evidence in his/her behalf and may examine the District' s evidence at the hearing. The Superintendent will issue a written decision on the dismissal within five (5) working days of the hearing.

8-3 It is recognized by the parties that employees may review his/her personnel file at any reasonable time upon request.

8-4 For the duration of this Agreement, and any extensions thereof, if an employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Districts
Superintendent or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, such allegation is sustained he or she may do one of the following:

8-4-1 The member' s memorandum may be attached to the material in question and filed with it and the Superintendent or his or her representative shall note thereon his or her concurrence; or

8-4-2 The Superintendent or the Superintendent's representative will remove the inaccurate material from the employee' s personnel file when it is established by the Superintendent that such inaccuracies exist.

8-5 For the duration of this Agreement and any extensions thereof, any new material placed in a employee's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (see section 5) but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Superintendent or his or her representative a written clarifying or explanatory memorandum not to exceed one (l) page in length. Such material must be factual in nature. The superintendent or his or her representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

8-6 All post-probationary employees will be evaluated on an annual basis by either: l) The building principal; 2) The Superintendent or his designee; 3) The employee's immediate supervisor. If an employee was not evaluated by the end of the last contracted year, for a minor offense, an employee will not receive any form of disciplinary action ~~about~~ above a counsel until a 30-day period has passed for improvement, then an evaluation will be conducted following the 30-day period in which the behavior could be noted.

ARTICLE IX
ASSOCIATION REPRESENTATIVES

9-1 The conduct of such business shall be such as not to interfere with the individual employee=s duties. The Association representative must check in with the employee' s immediate supervisor or building principal upon entering the building in order to identify themselves and to make arrangements to communicate with a particular employee.

9-2 Joint Administration-Association Meetings - The Superintendent or his/her appropriate departmental designated representative(s) shall meet with representatives of the Association at the request of either party to discuss matters of concern to either or both groups.

9-3 Classified employees shall be allowed to attend recognized Association meetings and conferences, provided they are an official representative as an officer of Association, local, state or national. A maximum number of five (5) days will be allowed each year. The classified employee will be paid one half day' s salary for each working day' s absence. Application will be made to the Superintendent for approval via the employee=s supervisor. Five (5) calendar days' advance notice of the requested absence will be given except in an emergency. Per diem and/or travel shall not be provided by the District. A maximum of

fifteen (15) days of unpaid association leave will be allowed each year for members to be used for Association business.

9-4 Nevada Classified School Employees Association, Mineral Chapter #3 shall conduct at least four (4) Chapter meetings per year~~, one meeting each on the second (2nd) Tuesday of in March, June, September, and December of each year.~~ All meetings shall be held after regular school hours except in case of an emergency and with approval of the district representative. Those employees who work a night shift (or shift that is later than a regularly scheduled day; as previously defined), shall be allowed to attend the four yearly chapter meetings without loss of pay. Employees will adjust schedule to make up hours for scheduled shift.

9-5 The Mineral Chapter President or other representative (no more than 1) will be allowed paid release time to attend any Mineral County School District Board of Trustees Meeting that is scheduled during his/her working hours if an issue on the agenda affects the Classified Bargaining Unit or any member of the Classified Bargaining Unit. It is understood the Chapter President will return to work once the issue concerning the unit or member has been heard and/or acted upon by the Board of Trustees.

9-6 The MCCSEA will be entitled to one member to serve on the MCSD calendar committee.

ARTICLE X
LEAVE

COVERAGE - All regular employees who work a regularly scheduled shift are entitled to fringe benefits.

10-1 SICK LEAVE

For each calendar month of service, benefitted employees shall be credited with hours of such leave equal to .0625 times the hours in the employee's daily work schedule, up to 15 days per year. Sick Leave may be accumulated up to a total of 180 days.

10-1-2 Sick leave shall be allowed for:

10-1-3 Illness or death in the immediate family of the employee. Immediate family is defined in Article 1-8.

10-1-4 Other death or serious illness with the recommendation of the inundate supervisor and approval of the Superintendent.

10-1-5 A doctor' s statement may be requested at the discretion of the employee's supervisor and/or Superintendent.

10-1-6 Sick leave and annual leave will be provided in a written manner to each employee monthly.

10-1-7 Sick leave may be taken in 30-minute increments.

ANNUAL LEAVE (Full-time 12 Month Employees)

10-2-1 Full time, twelve-month employees will be entitled to annual leave for each year in the employ of the District as follows:

1. Less than 5 years of service receive 80 working hours (one hour leave for each 26 hours worked).
2. Five to twelve years of service receive 120 working hours (one hour leave for each 17.33 hours worked).
3. Thirteen years or more service receive 160 working hours (one hour leave for each 13 hours worked).

10-2-2 Accumulation/Pay out of Annual Leave

Employees with less than 5 years of service may accumulate a maximum of one-hundred sixty (160) unused hours of annual leave. Leave accrued in excess this limit shall be paid to the employee on July 1st of each year.

Employees with 5 to 11 years of service may accumulate a maximum of two-hundred forty (240) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 12 to 20 years of service may accumulate a maximum of three hundred twenty (320) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 20+ years of service may accumulate a maximum of four hundred (400) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

No employee shall be absent from employment on annual leave without first obtaining approval from his/her supervisor. (NEG. 8/8/2018)

Contingent upon completion of 5 years of service an employee shall be paid the accumulated annual leave upon termination.

Twelve-month employees shall be permitted to use more than 5 annual days during scheduled school days with approval from supervisor and Superintendent.

10-2-3 A classified employee of the District shall, if he or she dies while employed by the District receive payment for accumulated annual leave. Said payment will be paid to the designated beneficiary or to the estate of the deceased.

10-3 PERSONAL LEAVE

10-3-1 Twenty-four hours of personal leave shall be given to 9 and 10-month full time classified employees. Personal leave may be taken in hourly increments. The request must be approved by their building principal or Supervisor. Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, Spring Break, Summer vacation, or the first 5 working days of a school years contract and the last 5 working days of a school year, without at least 10 days prior notice and approval of the immediate supervisor. (NEG. 8/8/2018)

If personal leave is denied during the school year, the days denied to the employee over the limit to be carried over, will be paid to the employee on the June 10th paycheck at their daily rate of pay.(Neg 7/14/2020)

Request must be made to the building principal 48 hours before the leave commences if possible.
The building principal shall respond in writing to the request within 24 hours or sooner.

At the end of each school year the 9 and 10-month full time classified employees shall have the option of carrying over to the next school year a maximum of sixteen(16) hours of unused personal leave for a maximum availability of forty hours (40) during any given school year or to be reimbursed for a maximum of twenty-four (24) hours at the employee's hourly rate. Any leave not used and carried over to the next school year will not be reimbursed to a terminating employee who resigns after June 15th. All payments for personal leave as addressed in this article will be paid with the normal payroll on June 25th or pro-rated upon termination of employment.

9 and 10-month full time classified employees with the following continuous service shall be granted:

At the beginning of 10 years, 32 hours of personal leave with a maximum of 24 hours carried over.

At the beginning of 15 years, 40 hours of personal leave with a maximum 32 hours carried over.

At the beginning of 20 years, 48 hours of personal leave with a maximum 40 hours carried over.

At the beginning of 25 years, 56 hours of personal leave with a maximum 48 hours carried over.

At the beginning of 30 years, 64 hours of personal leave with a maximum of 56 hours carried over. (NEG. 8/8/2018)

10-4 LEAVE FOR COMMUNITY ACTIVITIES

10- 4-1 Any employee who wishes to be absent from his officially assigned duties in order to attend professional or community activities shall make such a request in writing via his/her supervisor to the Superintendent. Absence from officially assigned duties will be charged to

annual leave or personal leave. Such request must be submitted at least 48 hours before the date requested. To promote positive community relations classified employees representing the District in community collaboration will be granted up to two (2) days of leave a year. Leave must be requested with five (5) days' notice and approved by the superintendent.

10-5 LEAVE OF ABSENCE

10-5-1 An employee may be granted a leave of absence by the Board of Trustees for the following reasons: illness, disability, maternity, enlistment or recall to duty in the United States Armed Forces, and educational or professional purposes.

10-5-2 All leave of absence shall be without pay. District will continue to pay- Following established policy by the Board of Trustees in MCSD Board Policy GBC/GBC1 (2).

10-5-3 Leaves of absence for any purpose may not exceed six (6) consecutive months without the approval of an extension. If an extension is not granted and the employee cannot return to work, then steps will be taken to terminate the employee's services.

10-6 REMBURSEMENT FOR SICK LEAVE

10-6-1 Sick Leave Buy Out

Employees who voluntarily terminate employment with Mineral County School District will be granted payment for unused sick leave on the following conditions:

(a) Two (2) consecutive years of contracted employment in the district.
(b) Employees must have notified the district no less than 15 days (15 days prior to the effective date of termination.
(c) Employees must not have been dismissed by the District for cause.
(d) In the event of death of a classified employee, appropriate payment for unused sick leave shall be made to the beneficiaries.

Buy out rates for sick leave

2-10 years' service- 1 day's pay for each five days of unused sick leave.

11-14 years of service- 1 day for each four days of unused sick leave.

15+ years of service 1 day for each three days of unused sick leave.

a) At the request of any employee who has accumulated 180 sick days, Mineral County School District shall use the accrued leave to purchase equivalent PERS credit.

10-7 LONGEVITY PAY

Any classified employee is eligible for longevity pay For years 10-19 payment will be made the first paycheck in June. For employees with 20+(plus) years the payment will be paid half

on the first paycheck in December and half on the first paycheck in June. Part time employees (less than 20 hours a week) will receive one half of the 9-10 employee rate and will receive payment the first payment in June.

20+ year employees reaching the anniversary of their hire date before June 30th will receive the June payment in that year, if their hire date is after June 30th they will receive only the December Payment that year.

9-10 Month Employees		12 Month Employees	
10-14 years of service	$500	10-14 years of service	$750
15-19 years of service	$750	15-19 years of service	$1000
20 plus years of service	$1250	20 plus years of service	$1500
30 plus years of service	$1500	30 plus years of service	$2000

10-8 Coaching Leave

All classified employees who are hired under a coaching stipend will be granted leave during a sporting season. All leave will be for time spent traveling with students for the sport. All leave must be approved ahead of time by the principal or supervisor.

ARTICLE XI
HOLIDAYS

11-1 All holidays as declared by the Governor or recognized by the school district shall be granted to employees. Employees shall be paid for the hours they would have been scheduled to work had it not been for the holiday. Two days will be granted at Thanksgiving and Christmas with the determination of the other day to be considered a holiday, other than that officially declared, will be determined by the District. Holidays include: Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day-2 days, Christmas Day - 2 days, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, One floating holiday to be scheduled in the same manner as personal day unless the district observes Columbus Day as a holiday in its master calendar in which case there will be no floating holiday for that school year.

In addition, if the district calendar recognizes a scheduled minimum day, it will be observed by early release for all classified employees. Early release will be at the same time certified personnel are released. Employees will be granted their regularly scheduled hours. Night custodial staff will be required to work a minimum of four (4) hours. Leave scheduled and approved for the minimum day will be taken in regular hours worked.

To address the three holidays (Nevada Day, Veteran's Day and Family Day) that fall on Friday's all 9 and 10-month employees will work the 2 days prior to the start of the school year and the 1 day after the last day of the school year.

12- Month employees will receive these Holidays as listed.

10 -Month employees will receive Holidays as listed excluding Independence Day.

9 -Month employees will receive: Labor Day, Thanksgiving Day, Christmas Day - 2 days, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day.

Holidays falling on a Saturday will be observed on Friday. Holidays falling on a Sunday will be observed on Monday. This is based on a five-day work week.

11-2 District will pay straight time plus holiday pay up to eight (8) hours of actual work during week is less than 40 hours. Work over 40 hours will be paid at 1 and 1/ 2 times the straight rate.

11-3 If a holiday is observed while an employee is on sick leave, annual or paid leave status, he/she will receive the holiday pay. The day will not be charged against sick, annual or other paid leave credits. If the employee is on a Leave Without pay status the day prior to or the day following the holiday, the employee will not receive holiday pay.

11-4 Employees working a four-day work week will have Christmas Day and New Year's Day recognized on Thursday on the years those two holidays fall on a Friday. Employees working a five-day week will be paid for any Holidays.

11-5 Ten hour employees working a four-day work week will be paid for 10 hours for holidays.

ARTICLE XII
REDUCTION IN FORCE

12-1 The Mineral County School District retains the right, without negotiations, to determine when a reduction in force/layoff, or reduction in hours, is necessary, the number of individuals whose employment must be terminated or reduced, and the areas in which such reduction in force will occur.

12-2 In the event a reduction in force must be initiated the School District reserves the right to retain any classified employee if in the opinion of the Superintendent the Classified employee is needed to maintain a program or perform a needed function within the School District.

12-3 Prior to recommending the elimination of a classified position under the provisions of this Article, the Superintendent shall inform the supervisor and the association of an impending lay-off in writing to the MCCSEA President by May 1st.

12-4 Upon notification of recommendation a reduction in force the immediate supervisor will discuss with the employees in the affected positions of an impending lay-off.

12-4-1 Employees who volunteer to leave from the area or department affected by a reduction in force will be the first to be laid off.

12-4-2 Any additional employee lay-off required as a result of a reduction in force will be accomplished in accordance with procedures hereinafter set forth.

12-5 Selection of employees to be laid off shall be made with reference to the following criteria:

1. District Seniority
2. Employee Evaluation Reports (provided all employees in that job area have been evaluated in the last year).
3. Job Experience for all jobs held within the district with the Mineral County School District
4. Attendance Records

Each of the criteria shall be of equal value in determining the reduction, with seniority being the final determining factor.
If eliminations are made due to RIF` S employees may bump back to previous position, provided district seniority applies.

Released employees shall be placed on an eligibility list when vacancies occur for rehire into the same or similar position at the same range and step previously held. The employee will remain on the eligibility list for a period of one (1) year.

12-6 The District shall notify all employees placed on lay-off status or call-in status employees pursuant to this Article, of subsequent vacancies by mail, to the last address furnished to the District by the employees. The vacancy notices will only be sent for one (l) year.

12-7 Under no circumstances will the District be obligated to continue any benefits provided by the District to those employees placed on lay-off status.

12-8 Employees on the call back list will retain their district seniority if called back within 1 year. Employees called back between 1 year and two years will be credited with 50% of their seniority.

12-9 The term "Part-time" employee as used in this section shall mean Mineral County School District staff members that work less than 40 hours per week. Employees who work less than full-time will be calculation is to be figured from hire date and based on an 8-hour day. This calculation is to be figured from hire date and based on an 8-hour day calculated as a FTE for district seniority.
EXAMPLE 3 HOURS 45 MINUTES-46.9%.

12-10-1 Rifted employees will be entitled to payment of all unused sick leave at the rate of twenty five (25 %) of each day of unused sick leave not to exceed $40 per day, up to a maximum of the employee's earned sick days. The amount of unused sick leave may be restored upon recall by repayment of the number of funds received. This section applies only to the employees with less than five (5) years of service with the district.

12-11 All reduction in the number of days worked that are included on classified letters of intent will be discussed with the union at least two weeks prior to the deliverance of letters of intent.

12-12 All nine and ten-month employees will receive Letters of Intent by no later than May 1st of each year. Letters of intent will include the start and end date of each employee, dates of all holidays, and include copy of the next year district calendar proposed to NDE.

ARTICLE XIII
USE OF PRIVATE VEHICLE

13-1 Other than for his/her regular assignment and pursuant to the order of the Superintendent, in the event an employee covered hereunder is required to use his/her private transportation for school district business, an allowance equal to the present district rate will be paid by the District. (As established by Nevada Legislature)

ARTICLE XIV
MEDICAL EXAMINATION

14-1 The Mineral County School District shall remit no more than fifty dollars ($50) of the cost of the examination, to each employee who is required to submit a doctor' s report of medical examination on second and subsequent examinations.

14-2 In order to receive reimbursement, each employee so affected must submit a record of expense, on the proper district form, to the office of the Superintendent.

ARTICLE XV
TRANSPORTATION

15-1 On out-of-town driving assignments for activity and athletic trips, drivers will be entitled to a breakfast if they depart before 6:00 a.m., a lunch if they depart before 11 a.m. or arrive back after 1 p.m., and a dinner if they depart before 6:00 p.m. or arrive after 6:00 p.m. Lodging, if required, will be paid at established rate (lodging receipt required). All claims are to be paid by the School District.

15-2 Call-out is defined as an unscheduled request to drive for the district. A call-out must be initiated by the Director of Transportation or the Superintendent. A minimum of two (2) hours will be granted for each call-out.

15-3 A memorandum of understanding between the District and Association that a Driver' s Handbook be established for the Bus Drivers. The parties will meet and confer regarding the contents of the handbook. It is to be established for the purpose of assigning drivers to activity and field trips and other useful items that will be helpful to the driver. Completion of handbook within 60 calendar days after ratification. Final adoption and implementation of the handbook is within the sound discretion of the School Board

15-4 Drivers on an over-night trip shall have separate sleeping quarters.

15-5 Bus drivers who have weekly activity runs after practice shall be paid minimum of two (2) hours per run, unless cancellation is out of the District' s control based on weather, road conditions or natural disasters.

15-6 Trips canceled within two (2) hours of such trip, bus driver shall be paid a minimum of two (2) hours callout.

15-7 Effective July 1, 1990, School District shall remit no more than $50 of the cost of the CDL fee to each employee on second and subsequent renewal of license.

15-8 Mineral County School District shall reimburse transportation personnel the cost of a renewal DOT physical up to $100 every two years or annually if mandated by federal or state requirements. Those drivers whose certification requires additional physicals in order to maintain their CDL certification shall be responsible for those costs. The exception to this requirement will be if the District, not the attending physician, requires the employee to have a physical screening due to a serious illness or accident before resuming their duties in which case, the cost of this physical will be borne by the District.
The district will offer a CPR refresher course yearly or will reimburse all bus drivers for all related costs incurred to obtain a valid CPR card. Driver's not in compliance following a reasonable timeline established by the District will be required to pay all cost related to certification and may forfeit their position with the District.

15-9 The hours in the workday for any retuning bus driver from the 2015-2016 school year, will be determined by the needs of the routes. The total number of route hours per week will be no less than hours for the 2015-2016 school year.
The drivers will make up the difference between the four (4) day regular workday total hours by one or both of the following methods:
a. If they take a field/activity trip on a Friday or Saturday of any week they may be paid for the standby hours on the trip at their regular rate of pay in lieu of the current standby rate, up to the number of hours they are short. They may accumulate these un-worked hours on a calendar month basis. All hours must be worked by the last day of the current school year.
b. Drivers will perform other duties at the school site per the Superintendent's or his designee direction. These duties may include but not be limited to cleaning windows. Sweeping, vacuuming, or fueling any District vehicle (not including their regularly assigned bus). This and any other assigned work will be done contiguously at the end of the morning route or contiguously prior to the afternoon route.

15-10 Bus Driver Signing and Retention Bonus (NON-PERS)

Bus Drivers successfully newly hired into a permanent position shall receive a $1,000.00 signing bonus and it shall be paid in the first check. Bus Drivers who receive satisfactory

evaluations at six (6) and twelve (12) months shall be paid a $1,000.00 retention bonus and shall receive the bonus in the first paycheck following the satisfactory evaluation. This article will sunset and expire at the end of the 2022-2023 fiscal year.

ARTICLE XVI

OVERTIME AND COMPENSATION

16-1 All classified employees will be paid by the hour.

16-2 Overtime work will be offered to those employees by minor budget classification whose normal working hours would include such work.

16-3 Employees requested to perform special jobs working with hazardous materials such as asbestos and foaming of roofs shall be compensated with additional pay of $3.00/hour.

16-4 Classified employees will be paid semi-monthly, on or before the 10th and 25th of the month. If the payday falls on Saturday, Sunday, or Monday Mineral County School District will pay on the previous Friday. The 10th payroll represents time worked/taken from the preceding 16th through the 30th or 31st. The 25th payroll represent time worked/taken from preceding 1st through 15th.

16-5 All nine and ten-month full-time employees will have their pay checks prorated over 12 months. This will not affect benefits or wages. Exceptions to this annual proration payout will only occur for classified employees terminating midyear.

16-6 Employees shall be paid at one and one-halftimes the regular rate of pay or receive compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours per week when required to work outside the normal work day. Compensation in the form of compensatory time or wages shall be paid to the employee. All overtime must be approved by the employee's immediate supervisor.
When an employee chooses to receive compensatory time in lieu of overtime pay the following conditions apply:

16-7 Earning and use of compensatory time must be approved by the immediate supervisor;

16-8 CTO must be taken within 90 days of when it was earned. It is the responsibility of the immediate supervisor to track CTO and ensure it is documented on a separate monthly timesheet. If the CTO is not used within 90 days from when it is earned it will be treated as earned overtime and be paid on the next paycheck

16-9 Compensatory time must be used prior to the end of the fiscal year in which it was earned. Time not used shall be converted into overtime pay based upon the salary schedule in place at the time the compensatory time was earned and paid with the last pay check for the fiscal year.

16-10 In the event an employee is required to work all or part of the normal lunch break due to an unforeseen circumstance, and the time of the interruption cannot reasonably be adjusted during the shift, the employee shall be compensated at his/her time one and one-half rate of pay.

16-11 Custodians removed from their regular assignment to perform duties outside of their regular assignment shall be provided sufficient time to complete their regular assignment. Overtime will be provided, whenever necessary.

16-12 Any employee who reports to work at his/her scheduled starting time on any regularly scheduled day shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.

PAY FOR EXTRA TIME

16-13 All classified employees required to attend District mandated training will be paid their hourly rate for the time of the training. This includes online Human Resource (HR) training either after school hours or on Fridays. Online HR training are not exceed 5 hours for the entire training program for that school year.

16-14 If a classified employee is assigned the duties for an extracurricular activity, they will receive compensation at their normal hourly rate.

ARTICLE XVII
INSURANCE

Once the insurance plan is established, changes and terms and conditions of present mineral County School District's Health and Accident Insurance Plan, Including, but not limited to premiums, plan administrator, carrier, benefits, and features, show only be made by Negotiating pursuant to NRS 288, once these changes in terms and conditions exceed a 7% difference over present plan stipulations. The district absorbs changes up to 7% conditions.

The district agrees to pay up to $646.01per month of the health insurance premium, which includes medical, vision and dental. For HRA and HSA plans only $1000(which is $83.33 per month) of deductible, for a total up to $729.34, beginning January 1, 2019. The $1000 would be applied up to $718.78 per month, to offset a PPO premium for those choosing a PPO plan.

17-1 Effective the first full pay period following ratification and approval, the Mineral County School District will participate in the cost of a Group Health and Accident Plan available to all regular employees and both parties agree to negotiate the benefit annually.

17-2 The District shall provide all employees with $25,000 face value of life insurance, including accidental death and dismemberment, without charge to the employee.

17-3 The District agrees to provide safety glasses to all maintenance employees, as required, and will pay up to $75 towards cost

ARTICLE XVIII
PUBLIC EMPLOYEES RETIREMENT FUND

18-1 The Mineral County School District will pay 100% of the retirement contribution for those employees who qualify for membership under the Retirement System, as defined by policy of the Nevada State Retirement System.

ARTICLE XIX
SAFETY

19-1 The District agrees to make reasonable efforts to continue providing safety equipment, which is the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.

19-2 The District further agrees to continue to maintain safe and healthful conditions in accordance with applicable Nevada Revised Statutes.

ARTICLE XX
RETIREMENT INCENTIVE POLICY

20-1 Qualifications - Must have vested interest in retirement system.

20-2 Requirements for employees over 60 years of age:

a. Must have completed the work year within which eligibility was reached.
b. Must notify the District in writing sixty days' advance of intention to retire.
c. Must have worked for Mineral County School District 20 years.
d. District would purchase two years of retirement credit, to be paid to PERS
e. Maximum of two employee per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.

20-3 For employees who wish to retire before age 60:

a. The cost of the purchase of retirement service credit will be calculated in accordance with the policies and regulations of PERS in effect at the time of purchase.
b. District would purchase two year of retirement credit, to be paid to PERS, after 25 years and up to 28 years of service.
c. Maximum of two employees per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.
d. This applies to only those employees with less than 30 years with district.

ARTICLE XXI
4-DAY SCHOOL WEEK

21-1The District has negotiated over the impacts and effects of the decision to implement a 4-day school week at school sites.

a. No Employee or position of the recognized bargaining unit, employed in work sites implementing a 4- day school week, lose salary, hours of work, benefits or any other rights provided by this negotiated agreement solely due to the change to a 4- day school week .

b. Schurz Elementary Schools staying on a five-day week will not be affected by any changes made that effect employees affected by the 4-day week.

c. An Employee working more than 40 hours in any normal work week shall be compensated at the rate of 1.5 times the Employee's current rate of pay.

21-2 For the purpose of a 4-day school week, all references in this negotiated agreement to calendar days shall not change. All other references to workdays, leave days, and benefits related items in the negotiated agreement shall be converted from days to hours.

a. Employees working more than five (5) hours per day will be granted one (1) thirty (30) minute duty free non-paid lunch break. A longer lunch break may be taken if agreed to between the employee and immediate supervisor.
b. ~~Eligible Employees shall be paid eight (8) hours for each recognized Holiday. These Employees will have the option to use personal or annual leave for the balance of the ten(10) hour day, or they must make up the two(2) hours of lost time, within the same worker of the Holiday.¶~~
b. The District and the Organization will negotiate as soon as reasonably possible with at least 5 days written notice to superintendent and board president. Any oversights arising from the 4-day school week implementation in any school or attendance area.
c. It will remain the sole discretion of the District for the length of the 4-day program in any school or attendance area.

ARTICLE XXII
JOB TITLE /RECLASSIFICATION

22-1 The MCCSEA and the District will form a committee during the 2022-2023 school year, to identify possible adjustments to job titles and possible reclassification of positions within the current salary schedule. The Committee will include the Superintendent, an Administrator, and one classified Association member. The Superintendent will then make a determination. If the Association is not satisfied with the Superintendent's determination, it may appeal the Superintendent's determination to the Board of Trustees and the decision of the Board of Trustees will be final.

ARTICLE XXIII
SALARY

23-1 Any classified employee who works a blended position will be paid at the higher of the two salaries.

23-2 Classified employees who obtain a Certification from an agreed upon list with the MCCSEA of a program of 40 or more hours in their specific job field will receive an additional 5% salary increase upon verification of the Certification.

Further, when an employee receives prior approval from the District, the District will pay employees educational differential pay for employees who receive certifications and/or degrees earned from accredited community colleges, technical schools, and/or universities that are directly related to the employee's scope of work or in an area that the District determines is a critical need. Employees who earn approved Associate Degrees or Technical School Degrees will receive an additional 5% salary increase upon verification of the degrees earned. Employees who earn approved Bachelor Degrees will receive an additional 7% salary increase upon verification of the degrees earned. Employees cannot stack or compound salary increases for degrees earned (i.e., if an employee who is receiving 5% for an Associate Degree obtains a Bachelor Degree, the employee shall receive a 7% salary increase and the 5% Associate Degree increase shall lapse).

23-3 All salary steps shall be paid on the first payday following the new fiscal year.

23-4 Para pros paid from the DSA 250 or special education grant funds will receive $.50 per hour more than the currently hourly rate of placement. Payments will go into effect the pay period following the change of funding source.

23-5 Salary Advancement Steps are recognized as after years of service.

23-6 ~~Salary shall increase 7.0% as a cost of living adjustment on the base salary schedule for FY 2024, and the District shall pay the Employees' portion of the PERS increase of 1.875%. Salary shall increase 6.50% as a cost of living adjustment on the base salary schedule for FY 2025.~~ Step increases of 3% for years 2 and 3 and step increases of 2% for years 4 through 20 shall be incorporated into the salary schedule.

See Schedule A attached.

23-7 Any classified employee who is hired by the District may provide the District with their work experience from other Nevada School Districts. Upon receipt and verification of said work experience, the District will provide the employee with credit for the work experience and place them in an appropriate step on the pay scale commensurate with the experience. The District shall have the sole discretion in placing the employee on the pay scale.

23-8 Senate Bill 500 – Additional Salary

For the ~~2023~~2025-~~2025~~2027 biennium, the District will ~~pursue~~ receive funding ~~if made available~~ through Senate Bill ~~231~~500 of the ~~2023~~2025 Legislative Session. Any awarded funds will be applied to salary and benefits, as permitted by law. Any increase in salary and benefits will only be

for the term of the ~~23-25~~25-27 biennium and will sunset effective July 1, ~~2025~~2027, unless extended by the Nevada Legislature.

Funds will be reported separately on employee contracts and checks as clarification for all parties. Funds will be applied, upon receipt, consistent with a successful subgrant award.

SB 500 Funds will be allocated by the Board of Trustees.

ARTICLE XXIV
TERM OF AGREEMENT

24.1 When ratified as herein set forth, this Agreement will be in effect retroactively from July 1, ~~2022~~2025 and will continue in full force and effect until June 30, ~~2023~~2027 or until both parties agree to enter into negotiations for the ~~2023~~2027-~~2024~~2028 and or future years immediately upon ratification of this agreement.

24.2 This Agreement is binding upon both parties when ratified by the Board of School Trustees and the Organization. This Agreement is signed this _____ day of _____, 202~~2~~5.

MCSD BOARD OF TRUSTEES

_____
PRESIDENT

_____
CLERK

CLASSIFIED EMPLOYEES ASSOCIATION

_____
PRESIDENT

_____
NEGOTATION TEAM MEMBER

SCHEDULE A

Attach in PDF

MINERAL COUNTY CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION SALARY SCHEDULE

	Base w/ 6.50% FY24-25	3% After 1	3% After 2	2% After 3	2% After 4	2% After 5	2% After 6	2% After 7	2% After 8	2% After 9	2% After 10	2% After 11	2% After 12	2% After 13	2% After 14	2% After 15	2% After 16	2% After 17	2% After 18	2% After 19	2% After 20
Aide	16.67	17.17	17.68	18.04	18.40	18.76	19.14	19.52	19.91	20.31	20.72	21.13	21.55	21.99	22.43	22.87	23.33	23.80	24.27	24.76	25.25
Bus Driver	19.63	20.22	20.82	21.24	21.66	22.10	22.54	22.99	23.45	23.92	24.40	24.89	25.38	25.89	26.41	26.94	27.48	28.03	28.59	29.16	29.74
Computer Ops I	21.91	22.56	23.24	23.71	24.18	24.66	25.16	25.66	26.17	26.70	27.23	27.78	28.33	28.90	29.48	30.06	30.67	31.28	31.91	32.54	33.19
Computer Ops II	26.17	26.95	27.76	28.32	28.88	29.46	30.05	30.65	31.26	31.89	32.53	33.18	33.84	34.52	35.21	35.91	36.63	37.36	38.11	38.87	39.65
Cook	17.31	17.83	18.36	18.73	19.10	19.48	19.87	20.27	20.68	21.09	21.51	21.94	22.38	22.83	23.29	23.75	24.23	24.71	25.20	25.71	26.22
Custodial	19.68	20.27	20.88	21.30	21.72	22.16	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.96	26.48	27.01	27.55	28.10	28.66	29.24	29.82
Data Management/Infinite Campus	25.17	25.92	26.70	27.23	27.78	28.33	28.90	29.48	30.07	30.67	31.28	31.91	32.55	33.20	33.86	34.54	35.23	35.93	36.65	37.38	38.13
Elementary Library Manager	20.09	20.69	21.31	21.74	22.17	22.61	23.07	23.53	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68	29.25	29.84	30.43
Executive Secretary	22.09	22.75	23.43	23.90	24.38	24.87	25.36	25.87	26.39	26.92	27.46	28.00	28.57	29.14	29.72	30.31	30.92	31.54	32.17	32.81	33.47
Gear Up Coordinator	25.17	25.92	26.70	27.23	27.78	28.33	28.90	29.48	30.07	30.67	31.28	31.91	32.55	33.20	33.86	34.54	35.23	35.93	36.65	37.38	38.13
Grants Manager	25.17	25.92	26.70	27.23	27.78	28.33	28.90	29.48	30.07	30.67	31.28	31.91	32.55	33.20	33.86	34.54	35.23	35.93	36.65	37.38	38.13
Payroll Clerk	22.09	22.75	23.43	23.90	24.38	24.87	25.36	25.87	26.39	26.92	27.46	28.00	28.57	29.14	29.72	30.31	30.92	31.54	32.17	32.81	33.47
Kitchen Aide	14.78	15.23	15.68	16.00	16.32	16.64	16.98	17.31	17.66	18.01	18.37	18.74	19.12	19.50	19.89	20.29	20.69	21.11	21.53	21.96	22.40
Maintenance I	20.74	21.36	22.00	22.44	22.89	23.34	23.81	24.29	24.77	25.27	25.77	26.29	26.82	27.35	27.90	28.46	29.03	29.61	30.20	30.80	31.42
Maintenance II	21.42	22.06	22.72	23.18	23.64	24.11	24.59	25.09	25.59	26.10	26.62	27.15	27.70	28.25	28.82	29.39	29.98	30.58	31.19	31.82	32.45
Maintenance III	22.10	22.76	23.44	23.91	24.39	24.88	25.38	25.88	26.40	26.93	27.47	28.02	28.58	29.15	29.73	30.33	30.93	31.55	32.18	32.83	33.48
Maintenance IV	22.77	23.45	24.16	24.64	25.13	25.63	26.15	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25	31.87	32.51	33.16	33.82	34.50
Mechanic	28.05	28.89	29.76	30.36	30.96	31.58	32.21	32.86	33.52	34.19	34.87	35.57	36.28	37.00	37.74	38.50	39.27	40.05	40.85	41.67	42.51
Para Pro	17.49	18.01	18.55	18.92	19.30	19.69	20.08	20.48	20.89	21.31	21.74	22.17	22.62	23.07	23.53	24.00	24.48	24.97	25.47	25.98	26.50
School Secretary	21.10	21.73	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.22	26.75	27.28	27.83	28.39	28.95	29.53	30.12	30.73	31.34	31.97
Transportation Compliance	22.09	22.75	23.43	23.90	24.38	24.87	25.36	25.87	26.39	26.92	27.46	28.00	28.57	29.14	29.72	30.31	30.92	31.54	32.17	32.81	33.47

07/01/25

ACTION ITEM #5

MINERAL COUNTY SCHOOL DISTRICT
P.O. BOX 1540 – 751 A Street
HAWTHORNE, NV 89415
PHONE (775) 945-2403 – FAX (775) 945-3709

AGENDA ITEM REQUEST FORM

DATE OF MEETING: July 15, 2025

AGENDA ITEM TITLE: Imagine Learning subscription for MyPath ELA and Math site licenses and virtual support for 2025-26

PRESENTER: Stephanie Keuhey

LENGTH OF PRESENTATION: 5 minutes

Budget 280.719 AB495 See attached quote Budget 280.719

ITEM IS ON THE AGENDA FOR:

_____ INFORMATION

_____ INFORMATION AND DISCUSSION

X DISCUSSION AND POSSIBLE ACTION Approval for purchase

SPECIAL EQUIPMENT NEEDED (e.g., screen, projector, etc.):

NA

submitted by M. Sauter

Please return the Agenda Request Form to the Board Secretary at least **five working days** prior to the scheduled meeting along with any supporting documents.

Date Received: 7/8/25 Time: CS

MINERAL COUNTY SCHOOL DISTRICT

ORDER FORM

TO:	Laura Carver	Quote No. Q-11777	REQUESTOR:	M.Krause	
EMAIL:	laura.carver@imaginelearning.com	Acct No. 1220563	LOCATION	District Office	
ADDRESS:			DATE:	7/1/25	
PHONE:					
FAX:					

ACCOUNT CODE	ITEM/CATALOG #	DESCRIPTION	QUANTITY		TOTAL
		Virtual Support/PD	3		2,500
		NWEA/MAP Integration	4		2,000
		SES Reading & Math License	1		6,000
		HES Reading & Math License	1		9,000
		HJH Reading & Math License	1		6,000
		MCHS Reading & Math License	1		7,000
				Sub-Total	32,2500.00
				Shipping	
	APPROVED BY			Total	32,2500.00

	DATE APPROVED			Req #:	
				PO #:	
				Rcvd:	

imagine learning

Price Quote

00 S. Mill Ave
uite 1700
empe, AZ 85281
77-725-4257

Date	5/7/202
Quote No.	Q-11777
Acct. No.	1220563
Total	32,250.0
Pricing Expires	02/13/202

Mineral County School District
751 A Street, PO Box 1540
Hawthorne NV 89415
United States

yment Term	Contract Start	Contract End
et 30	6/1/2025	5/30/2026

Site	Description	End Date	Qty	Per Unit	Amoun
lineral County chool District					
	PL - CW/Supp/SS Virtual Session	05/30/2026	3	750.00	2,250.0
	MyPath New NWEA Map Integration	05/30/2026	4	500.00	2,000.0
churz lementary chool					
	MyPath New Reading and Math Site License	05/30/2026	1	6,000.00	6,000.0
lawthorne lementary chool					
	MyPath New Reading and Math Site License	05/30/2026	1	9,000.00	9,000.0
lawthorne Junior ligh School					
	MyPath New Reading and Math Site License	05/30/2026	1	6,000.00	6,000.0
lineral County ligh School					
	MyPath New Reading and Math Site License	05/30/2026	1	7,000.00	7,000.0

Subtotal	32,250.0
Tax Total	0.0
Total	32,250.0

DRAFT

agine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will voice the customer for the additional usage.

is quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-rms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing cument, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all icing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

t valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentati AR@imaginelearning.com or fax to 480-423-0213.

ACTION ITEM #6

Code: **BFC**
Adopted: June 24, 2006
Revised: April 7, 2020

Adoption, Revision and Repeal of Policies

Adopting new policies and changing or repealing existing policies are solely the Board's responsibilities. Policy will be adopted and amended or repealed only by the affirmative vote of a majority of the Board members. Such action will be scheduled on the agenda of a regular or special meeting.

Proposed policies or policy changes and repeal of existing policies will be presented in writing for consideration by the Board after revisions and/or proposals have passed through the advisory committee.

The Advisory Committee will be established by the Superintendent and consist of the following members: Site Administrators, a representative from the Mineral County Classroom Teachers' Association (MCCTA), a representative from the Mineral County Classified School Employees Association (MCCSEA) and a representative from the Board of Trustees. This Advisory Committee is charged with the task of studying all new policies or amendments to or deletions of existing policies and to provide an opportunity for these interested parties to react to proposed policies or amendments to or deletions of existing policies. All newly created or revised policies will be presented as a Board agenda item for final consideration prior to formal adoption.

Policies and amendments adopted by the Board will be attached to, and made a part of, the minutes of the meeting at which they are adopted and also will be included in the district's policy manual.

END OF POLICY

Legal Reference(s):