

New Article 26
(Revision 14 FINAL)

CONVENTIONS

Blue Underline = New language

Blue Underline Highlighted = New language has been added or edited since the previous revision

Green Underline = Language was cut and pasted from a different section and is unchanged

~~Green Strikethrough~~ = Language was cut and pasted from a different section, but the strikethrough portion is being deleted

Green Underline Highlighted = Language was cut and pasted from a different section but highlighted portion has been changed/edited in some fashion

~~Black Strikethrough~~ = Language is being deleted

~~Black Strikethrough Highlighted~~ = Language is being deleted from the strikethrough section but was added in some way to another section

~~26-1 Effective for the teachers' contracts for employment for the 2014-2015 school year, the compensation for the degreed personnel covered by this Agreement for the term of this Agreement shall be in accordance with the following schedule for the contracted school year of 2014-2015.~~

~~Effective with the September 10, 2014, paycheck, the District agrees to increase the teachers' salary schedule by one percent (1%) for the 2014-2015 school year only.~~

~~Effective July 1, 2009, newly hired teachers will be placed on the following steps for the qualifying years of experience wherever applicable under Article 26.~~

~~CHART DELETED ENTIRELY (Years of Experience Corresponding & Step Column on Salary Schedule)~~

~~Employees who possess an earned specialist degree, which shall consist of no less than 65 credit hours after completion of a bachelor's degree, shall be eligible for placement in Class F. Any school psychologist who completes an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement in Class E if the program consists of at least 49 credit hours after completion of the bachelor's degree and for placement in Class F if the program consists of at least 65 credit hours after completion of the bachelor's degree.~~

~~Effective with the September 10, 2014, paycheck, an additional step, Step 6, will be added to Column A.~~

~~Effective with the September 10, 2014, paycheck, an additional step, Step 7, will be added to Column B.~~

~~Effective with the September 10, 2014, paycheck, an additional step, Step 10, will be added to Columns C, D, and E.~~

~~Effective with the September 10, 2014, paycheck, an additional step, Step 15, will be added to Columns F, G, H, and I. Effective March 1, 2015, the salary schedule will be increased by one percent (1%).~~

~~SALARY TABLES AND INFORMATION CURRENTLY ON PAGE 37 AND 28 DELETED IN ENTIRETY~~

~~26-2 Only PK-12-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.~~

~~26-2-1 Non-educational, "professional" degrees such as doctors of chiropractic, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor and similar degrees are specifically excluded and shall not be awarded degree class placement on the teachers' salary schedule.~~

~~26-2-2 The MBA degree shall be applicable for placement and advancement on the salary schedule for those teachers assigned to teach in the area of business.~~

~~26-2-3 The juris doctor degree shall be applicable for payment at Class D on the salary schedule for those teachers assigned to teach in the area of social studies. Those eligible for placement under this sub-Article shall be eligible for placement in Classes E and F if the requirements for placement in those classes have been otherwise met, provided that such credits have not been previously utilized for placement in Classes A, B or C and were earned after awarding of the juris doctor degree.~~

~~26-2-4 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency as determined by the Nevada Department of Education licensing regulations shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned prior to the 2004-05 school year may be used in lieu of professional growth at the rate of five to one. CEUs earned during the 2004-05 school year and beyond may be used in lieu of professional~~

~~growth at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.~~

~~26-2-5 Licensed personnel who obtain a Doctorate degree from an accredited institution in a field pertinent to their position and a valid Nevada certification for the level or subject taught will receive an additional salary of \$1,500 annually. PERS will be paid on Doctorate salary.~~

~~26-3 The basis of the professional schedule is the bachelor's degree or its recognized equivalent.~~

~~26-3-1 Only units as awarded in semester hours or the equivalent secured after the requirements for the degree have been completed for the degree, except in fields certified in writing by the Human Resources Division of critical need in upper division or graduate courses recognized by the Commission on Professional Standards in Education will be recognized for placement in Classes B, C, D, E, F and G.~~

~~26-3-2 Increment growth units earned after the completion of the degree and meeting the requirements of Article 26-3-3 and 26-3-4 below are granted for approved in-service courses or workshops approved by the Human Resources Division to upgrade or improve the educational program.~~

~~26-3-3 Notwithstanding all other requirements as provided in this Article, the District shall credit any teacher who desires professional growth advancement on the teachers' salary schedule for the school year 1979-80, and thereafter, with professional growth credit for any course(s) taken that is related to:~~

- ~~(a) the teacher's PK-12 related major or minor field of preparation, or~~
- ~~(b) the teacher's current assignment, or~~
- ~~(c) the teacher's present endorsement(s), excluding a substitute endorsement, or PK-12 related degree(s), or~~
- ~~(d) additional endorsement(s), excluding a substitute endorsement, being pursued by the teacher, or~~
- ~~(e) additional PK-12 related degree(s) being pursued by the teacher.~~

~~26-3-4 "Current assignment" is defined as the class or classes the employee was assigned to teach in the current school year or the class or classes the employee was notified will be taught in the subsequent school year. "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects such as but not limited to English, reading, math, and science at the elementary level.~~

~~"Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or~~

~~ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.~~

~~"Additional PK-12 related degree(s) being pursued" is defined as enrollment in a program leading to a PK-12 related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-12 related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.~~

~~Specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.~~

~~26-3-5 If a teacher desires professional growth salary credit for any course(s) that is not in accordance with the provisions of this Article, the teacher must submit a written rationale to the Human Resources Division of the Clark County School District. As a condition precedent to the course being credited to any future advancement on the salary schedule, the request must receive the written approval of the Associate Superintendent, Human Resources Division, within eight (8) school days after the request has been submitted and all necessary documentation has been received. If written approval or disapproval has not been received within the eight (8) day period, the teacher may take the course for professional growth salary advancement, unless the course began prior to the expiration of the eight-day period. The aforementioned shall not apply to in-service education courses or workshops approved by the Human Resources Division.~~

~~26-4—A maximum of six (6) units increment growth credit earned from completion of school district in-service courses and workshops will be allowed for advancement to a new class on the teachers' salary schedule. The remainder of the units required for class advancement must be completed at a recognized college or university. Notwithstanding the provisions of this Article 26-4, up to three (3) additional units of CCSD in-service courses and workshops specifically designated by the Human Resources Division and the Student Support Services Division shall also be permitted for salary advancement, not to exceed nine (9) hours total. The focus of such courses will be on assisting non-special education teachers in incorporating the needs of special education students in regular education classrooms.~~

~~26-5—Teachers hired to teach the 2010-2011 school year shall receive a maximum of twelve (12) years of qualifying experience and will be placed in the appropriate class column pursuant to Article 26-1. This provision shall not apply at the option of the District to teachers hired to provide service in the areas of bilingual~~

~~education and the specialty licensed areas of special education, specifically excluding resource room and GATE.~~

~~26-6 For the 2010-2011 school year, a maximum of two years experience over and above that granted in Article 26-5 may be recognized on the Teacher Salary Schedule for appropriate full time experience outside the School District for Teachers hired to provide classroom service in the areas of bilingual education and the specialty licensed areas of special education, specifically excluding resource room and the GATE program, in accordance with article 26-5.~~

~~26-7 Any teacher hired under the provisions of this Article to teach in the areas of bilingual education and the specialty areas of special education, to exclude resource room, and who shall voluntarily accept a position other than the above, shall be placed on the salary schedule at the step and column for which they would otherwise have been eligible. For purposes of this Article, an involuntary assignment may only be made with the approval of the Associate Superintendent, Human Resources Division.~~

~~26-8 Except as specified in section 26-24 below, a teacher shall advance one (1) step on the salary schedule for each additional year of experience in the School District until the maximum step for which the teacher is eligible shall be reached except as provided for in Articles 26-9-1 and 26-9-2.~~

~~26-9 A teacher hired after January 31, who has no previous teaching experience recognized by the District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing school year. Teachers hired after January 31 must also complete the New Teacher Induction Program by the end of the third school year to advance to the next step. If a teacher fails to complete the New Teacher Induction Program, the teacher will remain at Step 2 for the ensuing two school years and will not be able to advance to Step 3 until then.~~

~~26-9-1 A teacher who has no previous teaching experience recognized by the District, hired prior to February 1, must complete the New Teacher Induction Program by the end of the second school year. If a teacher fails to complete the New Teacher Induction Program by the end of the second school year, the teacher will remain at Step 2 for the ensuing two years and will not be able to advance to Step 3 until then.~~

~~26-9-2 All teachers with previous teaching experience recognized by the District and who otherwise qualify shall advance one (1) step on the salary schedule for the ensuing school year regardless of hire date.~~

~~26-10 No more than twelve (12) semester hours of upper division or graduate professional growth credit earned through enrollment in correspondence courses may be applied for advancement on the teachers' salary schedule~~

~~in any one contracted school year without prior approval from the Human Resources Division.~~

~~26-11 The contracted salary of a teacher as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly. Paychecks will be received twice monthly not to exceed twenty-four (24) payments per year.~~

~~26-12 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists will be initially placed on Class D, Step 3, of the salary schedule. This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.~~

~~26-13 ROTC instructors shall be placed in Class D at a step in the class that is required in accordance with the applicable Defense Department regulations pertaining to minimum military incentive pay for ROTC instructors. Instructors placed in accordance with this Article shall remain at that step and class until they have completed all other requirements for advancement to a higher step or class in accordance with the provisions of this Article. Licensed nurses shall be eligible for placement on Class D at the Step the nurse would otherwise have been eligible for, in accordance with this Article. Licensed nurses placed in accordance with this Article at that Step and Class will remain there until completion of all other requirements for advancement have been met in accordance with this Article.~~

~~26-14 Teachers placed in a class and step in accordance with Articles 26-12 and 26-13 above and who voluntarily transfer into another teaching assignment shall be placed on the salary schedule at the step and class where they would otherwise be entitled to be placed had they not been placed in accordance with the provisions of Articles 26-12 and 26-13 except that they shall receive credit for step placement to include years served in the District as a vocational teacher assigned to SNVTC, ATTC, or other non-comprehensive high school where a degree for licensure is not required or ROTC instruction.~~

~~26-15 Tiered Salary for Critical Needs Areas~~

~~26-15-1 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be~~

~~critical needs positions. In an effort to encourage teachers to accept and then to remain in these positions, the parties may negotiate tiered salary schedules when appropriate. These tiered salary schedules will provide alternative opportunities to move across the "columns" of the regular salary schedule.~~

~~26-15-2 Teachers who are in the identified critical needs positions may choose to be placed on the tiered salary schedule or may choose to remain on the regular salary schedule.~~

~~26-15-3 Teachers who voluntarily leave the critical needs positions after having chosen to be placed on the tiered salary schedule shall be placed on the regular salary schedule at the step and column for which they would otherwise have been eligible.~~

~~26-15-4 Furthermore, the District may pre-approve courses which focus upon the requirements of No Child Left Behind (also known as the Elementary and Secondary Education Act) and which would allow licensed personnel to move across the regular salary schedule in non-traditional ways.~~

~~26-16 Shared Contracts / Half Time Contracts~~

~~Any teacher who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any teacher to a shared contract which may be conferred or renewed at the sole discretion of the District.~~

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

~~Currently existing Shared Contracts will be allowed for the 2010-2011 school year. The status of establishing new Shared Contracts will be reviewed annually. A Shared Contract will be eliminated when one partner leaves the Shared Contract for any reason, when the school decides to eliminate the Shared Contract, or when one partner in the Shared Contract falls below the surplus line.~~

~~If one partner leaves mid-year, (i.e. resigns, dismissed, LOA), the remaining partner must immediately take the full contract or resign.~~

~~If one partner submits resignation effective the end of the school year, remaining partner must take the full contract for the ensuing school year or resign.~~

~~If the school decides to allow the Shared Contract to continue in the ensuing year and both partners are above the surplus line, both are allowed to remain in the Shared Contract.~~

~~If one partner falls below the surplus line, the partner below the line is surplus, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplus, and their position becomes a vacancy.~~

~~If the Shared Contract will be eliminated at the end of the school year, the full contract shall be offered to both partners. If only one partner wants the position, he/she gets it, and the other resigns. If neither wants the full contract, they both resign. If both want the position, the partner with more District wide seniority gets it, and the junior partner must be placed into a vacancy, or if there is no vacancy, be surplus, regardless of seniority (even if more senior than others on staff). An employee in a Shared Contract cannot participate in Voluntary Transfer unless the school decides that the Shared Contract will be eliminated or it is determined that it is possible the employee will be surplus from the school. However, an employee in a Shared Contract may participate in the Second Voluntary Transfer after surplus, if one occurs.~~

~~If an employee in a Shared Contract participates in Voluntary Transfer in anticipation of being surplus, and obtains a position, the employee is not entitled to return to his/her previous position even if it turns out that the employee would not have been surplus (i.e., after Voluntary Transfer, school does not have to surplus anyone). In other words, once an employee participates in Voluntary Transfer and obtains a position, that employee cannot return to his/her previous position.~~

~~An employee who is surplus out of a Shared Contract:~~

- ~~1. May select a full time position in Involuntary Transfer (at the Surplus Meeting); and~~
- ~~2. Shall be treated as a full time employee in the RIF process.~~

~~The District will continue to pay the entire health benefit contribution on behalf of half time teachers.~~

~~Half Time Contract Rules:~~

- ~~1. May not be placed/assigned to a full time position.~~
- ~~2. May only seek a half time position in Voluntary Transfer.~~
- ~~3. May only select a half time position in Involuntary Transfer.~~

~~26-17 For the 2010-2011 school year, \$155,459, which was money previously earmarked and designated for new hire orientation, shall be used for the new hire orientation and for reimbursement to the District under Article 17-1-1. The amount shall be increased by 2% annually for the duration of the contract.~~

- ~~26-17-1 Time shall be provided to the Center for Teaching Excellence and the CCEA Community Foundation to inform new teachers about professional development and other opportunities those entities provide.~~
- ~~26-18 Effective with the 2003-2004 school year and thereafter, the District shall recognize up to a maximum of six (6) years of experience as a District support staff employee for those employees who are hired as Teachers within one (1) year of resignation or retirement from service as a District support staff employee with placement on the salary schedule in accordance with Article 26-1. This Article 26-18 is recognized for salary placement only.~~
- ~~26-19 The District may recognize up to a maximum of six (6) years of experience for those Teachers who while serving in the U.S. Armed Forces went to formal instructor training and taught full time in a military training program with placement on the salary schedule in accordance with Article 26-1. This Article 26-19 is recognized for salary placement only.~~
- ~~26-20 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Article 26-18 and 26-19.~~
- ~~26-21 The District will make annual payments of \$106,000 to the CCEA Community Foundation for the purpose of providing grants to teachers participating in Urban Education Academies. Payments shall be made no later than the last day of July each year. The CCEA Community Foundation shall provide the School District with a report of the expenditures made from these funds each year. A joint District Foundation Committee will oversee and approve the expenditure of these funds. Beginning with the 2006-2007 school year, and continuing annually thereafter, \$344,000 shall be dedicated to professional development projects jointly developed by the District and the CCEA Community Foundation. The provisions of Article 26-21 will cease to be in effect six (6) months after written notice of cancellation is issued by either party.~~
- ~~26-22 The District will set aside \$250,000 yearly for paying tuition and books for School District high school students enrolled in the Student to Teacher Enlistment Project. This program is a partnership between the CCEA Community Foundation and the School District, created for the purpose of identifying and assisting high school 45 juniors and seniors in District at risk schools who want to become teachers. The CCEA Foundation pledges to put forth its best efforts in raising funds to pay tuition and books for college classes for these CCSD graduates who continue in a field of teacher education.~~
- ~~26-23 Only approved programs may be utilized for placement in Class H and I. The Human Resources Division will approve the programs for the Advanced Studies Certification (hereinafter "ASC"). Teachers who miss an ASC course or do not receive a minimum overall grade of "B" in each course within the eighteen (18)~~

hour program, must repeat the course until the minimum grade point average is achieved. All providers including Center for Teaching Excellence and Regional Professional Development Program (RPDP) authorized by CCSD to provide ASC programs must adhere to uniform procedures and must sign an agreement to follow the District's procedures.

~~26-23-1~~ ASC may be achieved through one of the following methods:

~~26-23-1-1~~ Teachers who have secured MA + 32 status by October 1, 2007 may acquire Class G placement by successfully completing one (1) 18-credit hour ASC program.

~~26-23-1-2~~ Teachers who by October 1, 2007 have a Masters degree and are enrolled in a doctorate program, education specialist program or a program to receive a second Masters degree that will result in placement at the Masters + 32 column may acquire Class G placement by successfully completing one (1) 18-credit hour ASC program.

~~26-23-1-3~~ Teachers who have secured MA + 16 by October 1, 2007 but are not in a program to complete Masters + 32, may acquire Class G placement by successfully completing two (2) 18-credit hour ASC programs.

~~26-23-1-4~~ All other teachers who have secured placement in Class F not covered by ~~26-23-1-1~~, ~~26-23-1-2~~, and ~~26-23-1-3~~ above, may acquire Class H placement by successfully completing three (3) 18-credit hour ASC programs, one out of the three (3) 18-credit hour ASC programs must be taken through CTE.

~~26-23-2~~ The number of licensed personnel permitted to obtain Class H placement will be limited by CCSD to 1,500 participants per year. Prior to the end of May of each school year, CCSD will notify CCEA of the number of licensed personnel who may move to Class H at the beginning of the school year fifteen (15) months hence. Enrollment in the ASC program will be made on a first come first served basis.

~~26-24~~ Effective on the first pay period of the 2012-2013 school year, all teachers shall be placed on the step and class, (adjusted for the 2011 PERS increase), they were on as of the last pay period of the 2011-2012 school year. Provided that, to the extent any teachers received compensation increases during the 2012-2013 school year based upon step or class placement and/or advancement, any obligation to repay the step or class placement and/or advancement overpayment received prior to February 8, 2013, shall be forgiven by the District (See Addendum).

ARTICLE 26
PROFESSIONAL COMPENSATION

26-1: The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.

- a. Professional Salary Table ("PST"): The salary table in effect from March 1, 2016 through end of the 2015-16 school year (Table 1), and, subsequently, the salary table in effect for the 2016-2017 school year (Table 2), which contains a cost of living increase of 2.25% on each step.
- b. Salary Schedule ("SS"): The salary schedule in effect on for the 2015-16 school year (Table 4).
- c. Transitional Salary Schedule ("TSS"): The transitional salary schedule (Table 3) which includes an additional new step on each column, the value of which is \$1321 higher than the highest step in the same column. Other than the additional step, the TSS is the same table as the SS.
- d. Contact units earned for participation in designated coursework or professional development, as follows:
 1. One (1) contact unit shall be earned for each one hundred eighty (180) minutes of participation outside the licensed employee's contracted work day and as approved by the principal/designee or appropriate supervisor.
 2. Five (5) contact units shall be earned for each college/university semester credit.
 3. Three and one half (3.5) contact units shall be earned for each college/university quarter credit.
 4. Five (5) contact units shall be earned for one CCSD Professional Development Education Unit.
 5. Five (5) contact units shall be earned for one Continuing Education Unit (CEU). One (1) CEU = Fifteen (15) contact hours.
- e. Professional Salary Table Column: On the PST, the columns across which those who earn Contact units advance.
- f. Professional Salary Table Step: On the PST, the steps by which those who earn service credit advance.
- g. Joint Hearing Panel: The panel which will hear past and transitional disputes with regard to placement on the Transitional Salary Table (PST).
- h. Professional Salary Table Joint Committee ("PST-JC"): The committee of not less than four CCEA members and four CCSD appointed administrators Representatives of CCSD and CCEA who shall meet twice a year to review the salary schedule and any emergent issues or implementation problems.
- i. NEPF: The Nevada Educator Performance Framework, or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this agreement.

26-2 Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the

term "NEPF" shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

26-2-1 With the exception noted in 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years if the he/she has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e. move across and one step down. No licensed employee will be eligible for more than one step per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.
- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.
- e. Accumulated units may only be utilized to move across one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2 For the term of this 2015 through 2017 agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1 and Tier 2 school for two consecutive years, and who are otherwise are eligible to move across one column on the salary table and may do so once every two school years, provided that:

- a. The licensed employee remains working in a Title 1, Tier 1 or Tier 2 school for the two years while completing his/her 225 contact units and;
- b. Title 1, Tier 1 and Title 1, Tier 2 schools as utilized in this section means schools identified as Title 1, Tier 1 or Tier 2 as of January of the prior school year as determined by the Nevada Department of Education, and;
- c. If the licensed employee transfers to a school that is not a Title 1, Tier 1 or Tier 2 school, then column movement will be implemented pursuant to 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.
- d. If the employee elects to move from a Title 1, Tier 1 and Tier 2 school to one that is not in that category, then the contact units accumulated during the two year time period shall apply to a three-year track column movement.

26-2-3

The "Professional Salary Table Joint Committee" (PSTJC) shall prescribe terms for movement across columns for those who earn "Master Practitioner" status, and such terms shall govern requirements for movement across no more than two columns within one four school-year time period upon achievement of Master Practitioner status. Such provisions shall provide the "Master Practitioner" licensed employee with the compensation equivalent of one column movement plus two steps, or not more than \$7,926.

- a. Terms shall be agreed to by no later than February 1, 2016.
- b. Once such terms are agreed to, they will be incorporated into the language above and become Article 26-2-3.
- c. If the PSTJC cannot agree on terms, the Superintendent shall make the final determination.

26-2-4

Any dispute arising from a supervisor's denial of coursework and/or contact units toward column movement shall be handled in the following manner:

- a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.
- b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to Joint Hearing Panel. The appeal form shall be developed by the Joint Hearing Panel and shall, at a minimum, include the following information from the licensed employee: description of professional learning opportunities, applicable NEPF standard to which the professional learning opportunities apply, and reason(s) for requesting approval. The appeal form shall also include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.
- c. If the dispute is not resolved at that level, the appeal form shall be forwarded to the cabinet member who oversees that unit/division for review and determination. This process shall be completed within one (7) seven working days from the date of the cabinet member receives the appeal.
- d. If the dispute is not resolved at that level, the appeal form shall be forwarded to the Office of the Superintendent. The Superintendent shall issue a decision within (7) working days of receiving the appeal.
- e. The decision of the Superintendent is final.
- f. The Superintendent's decision is not subject to the grievance and arbitration procedures of this agreement.

- g. If a licensed employee wishes to utilize the grievance and arbitration provisions of this agreement to dispute salary placement under this provision (26-2-4), he/she may do so provided that:

26-2-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed under the grievance and arbitration provisions of this agreement.

26-2-4-2 The employee waives his/her option to utilize the Joint Hearing Panel Process described herein in Article 26-2-4.

26-2-5 A licensed employee shall advance one (1) step on the professional salary table for each additional year during the term of this agreement. Even if licensed employees move across to the next column in accordance with the provisions of 26-2-1, they are only eligible to move one step for each school year.

26-2-6 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be critical needs positions. In an effort to encourage licensed employees to accept and then to remain in those positions, the parties may negotiate new terms related to this issue under 26-5 of this agreement.

26-3 Professional Growth System

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed professional practice. The PST referenced shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in 26-3-3 herein shall encourage Professional Growth Plan ("PGP") proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

26-3-2 The purpose of the PGS is as follows:
a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;

- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
- c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:

- a. Develop an Action Plan
- b. Design the PGP
- c. Propose and receive authorization of the PGP
- d. Maintain evidence of the PGP
- e. Undergo a yearly review of the PGP
- f. Document accomplishments pertaining to the PGP

26-4 The Joint Hearing Panel comprised of three (3) CCSD designees and three (3) CCEA designees shall be established to review disputed educational attainment credits or placement concerns, i.e. steps as they relate to current placement on the the salary schedule (SS), the transitional salary schedule (TSS), or the professional salary table (PST).

26-4-1 Employees who dispute their current step/column placement on salary schedule in effect at the beginning of the 2015-16 school year shall submit their dispute to the panel by January 29, 2016. The Joint Hearing Panel must make a determination of those issues by February 12, 2015.

26-4-2 Employees who dispute their placement on the TSS shall have until March 15, 2016 to submit issues to the panel. The Joint Hearing Panel must make a determination of those issues by March 30, 2016.

26-4-3 Determination of employee placement and transition to the (new) PST salary schedule shall be governed by the provisions set forth in "Memorandum of Agreement for Transition of Current Licensed Staff to the New Professional Salary Table" and shall be finalized by February 15, 2016. CCSD and CCEA shall meet on February 15, 2016 to review the placement and discuss any emergent issues. Employees shall be placed on the new salary schedule effective March 1, 2016.

26-4-4 If the Joint Hearing Panel cannot reach agreement, the Superintendent shall make the final determination, and such

decision is not subject to the grievance and arbitration provisions of this agreement.

If a licensed employee wishes to utilize the grievance and arbitration provisions of this agreement to dispute salary placement under this provision (26-4), he/she may do so provided that:

26-4-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed in Article 26-4 and in the "Memorandum of Agreement for Transition of Current Licensed Staff to the New Professional Salary Table", and;

26-4-4-2 The employee waives his/her option to utilize the Joint Hearing Panel Process described herein in Article 26-4.

26-4-5 Only pay for the 2015-16 school year, and the associated transition to the PST, is eligible for reconsideration of the Joint Hearing Panel. In other words, there no retro pay for previous school years shall be provided, regardless of the outcome of the Joint Hearing Panel.

26-4-6 It is acknowledged by each party that CCSD may require an adjusted timeline for the transition, should unanticipated difficulties arise. Should the timeline need to be adjusted, CCSD shall establish a new timeline the new timeline shall be communicated to the CCEA.

26-5 Representatives of CCSD and CCEA shall meet twice a year as the Professional Salary Table Joint Committee ("PSTJC") to review the salary schedule and any emergent issues or implementation problems and by mutual consent can modify the terms of Articles 26-1 through Article 26-5. Those meetings shall take place in the first and last quarter of each fiscal year's budget.

26-6 The parties agree that recruiting and retaining qualified classroom teachers in at risk schools (as outlined in 26-2-2) is an important outcome of the new professional salary schedule. Employees in at -risk schools as identified in 26-2-2 who are eligible for the two-year column movement track shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by 26-2-2. Accordingly, the parties agree to monitor progress on achieving that outcome, and if needed, shall consider modifying this agreement to ensure that placing and retaining qualified classroom teachers in at risk schools is being accomplished.

26-7 Notwithstanding all other requirements as provided in this Article, the As part of the Professional Growth System, the District shall credit any teacher licensed employees who desire professional growth advancement on the PST teachers' salary schedule for the school year 1979-80, and thereafter, with professional growth credit contact units only for any course(s) taken that are related to the licensed employee's Professional Growth Plan and which are approved by the licensed employee's supervisor on a form developed by the Professional Salary Table Joint Committee (PSTJC).

- (a) the teacher's PK-12 related major or minor field of preparation, or
- (b) the teacher's current assignment, or
- (c) the teacher's present endorsement(s), excluding a substitute endorsement, or PK-12 related degree(s), or
- (d) additional endorsement(s), excluding a substitute endorsement, being pursued by the teacher, or
- (e) additional PK-12 related degree(s) being pursued by the teacher.

If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, except in fields certified in writing by the Human Resources Division of critical need in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan

26-8 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience, shall be at Column I, Step A.

26-8-1 A licensed employee hired after January 31, who has no previous teaching experience recognized by the District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing school year. Licensed employees hired after January 31 must also complete the New Teacher Induction Program by the end of the third school year to advance to the next step. If a licensed employee fails to complete the New Teacher Induction Program, the individual will remain at Step B for the ensuing two school years and will not be able to advance to Step C until then.

26-8-2 A licensed employee who has no previous licensed experience recognized by the District, hired prior to February 1, must complete the New Teacher Induction Program by the end of the second school year. If a individual fails to complete the New Teacher Induction Program by the end of the second school year, the teacher will remain at Step B for the ensuing two years and will not be able to advance to Step C until then. New Teacher Induction

Program contact units may also be accumulated and utilized for column movement.

26-9 Initial placement provisions for experienced licensed employees new to the district who have been employed as a licensed employee within the last three years shall be as follows:

26-9-1 The licensed employee shall submit his/her most recent licensed employee contract to Human Resources.

26-9-2 Human Resources shall determine the licensed employee's base salary contract amount from the employee's previous position.

26-9-3 Human Resources shall place the licensed employee on the Professional Salary Table ("PST") in the following manner:

- a. Determine the value of the PST step closest to, but not less than, the licensed employee's previous licensed base salary.
- b. On the PST, place the employee on the closest corresponding step that is on the column farthest to the left, but no farther down the schedule than Step G.
- c. In other words, no new licensed employee shall be placed on step H, I or J.

26-10 Experienced licensed employees new to the district who have not been employed as a licensed employee within the previous three school years shall be placed on the PST as follows for the 2016-17 and 2017-18 school years.

26-10-1 The District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the Transitional Salary Schedule (TSS) in use for the 2015-16 transition to the new Professional Salary Table (PST).

26-10-2 The District will then move the licensed employee to the PST in accordance with the provisions of 26-4-3 and 26-8-3.

26-10-3 It is agreed by the parties that placement of experienced licensed employees new to the district who have not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017 for determination of placement processes in future years.

26-10-4 When determining such placement, the following provisions shall be in effect:

26-10-4-1 Notwithstanding all other requirements as provided in this Article, In addition to complying with Nevada

Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit any the licensed employee who desires professional growth advancement on the teachers' salary schedule for the school year 1979-80, and thereafter, with professional growth credit for placement on the TSS for any course(s) taken that is related to:

- (a) the licensed employee's PK-20 related major or minor field of preparation, and for this section PK-20 is defined as a degree in the education of students at any of the following levels:
PK-14: Pre-School to Two-Year Degree
PK-16: Pre-School to Four-Year Degree
PK-18: Pre-School to Master's degree
PK-20: Pre-School to Graduate Degree
- (b) the teacher's current most recent licensed assignment, or
- (c) the licensed employee's present endorsement(s), excluding a substitute endorsement, or PK-20 related degree(s), or
- (d) additional endorsement(s), excluding a substitute endorsement, being pursued by the licensed employee, or
- (e) additional PK-20 related degree(s) being pursued by the licensed employee.
- (f) professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.

26-10-4-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the current most recent school year he/she worked or the class or classes the employee was notified will be would be taught in the subsequent school year.

26-10-4-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects such as but not limited to English, reading, math, and science at the elementary level.

26-10-4-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which

would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.

26-10-4-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.

26-10-4-6 With the exception of 26-10-4-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.

26-10-4-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.

26-10-4-8 Non-educational, "professional" degrees such as doctors of chiropractice, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA and similar degrees are specifically excluded and shall not be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.

26-10-4-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency as determined by the Nevada Department of Education that state's licensing regulations shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned prior to the 2004-05 school year may be used

in lieu of professional growth at the rate of five to one. CEUs earned during the 2004-05 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.

26-11 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.

26-12 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-9, and in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) Class D at a step in the class that is required in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors. Instructors placed in accordance with this Article shall remain at that step and class until they have completed all other requirements for advancement to a higher step or class in accordance with the provisions of this Article.

26-13 In order to place newly hired licensed nurses on the PST, the licensed nurse shall first be placed on the TSS and then shall be placed on the PST in accordance with Article 26-10. On the TSS, the licensed nurse is eligible for placement on Class D at the Step the nurse would otherwise have been eligible for in accordance with the provisions of Article 26-10.

26-14 Newly hired employees who possess an earned specialist degree will be placed first on the TSS and then will transition to the PST in accordance with Article 26-10 and the following provisions:

26-14-1 If the degree shall consists of no less than 65 credit hours after completion of a bachelor's degree, the newly hired licensed employee shall be eligible for placement on Class F on the TSS.

26-14-2 Any school psychologist who completes an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement in Class E on the TSS if the program consists of at least 49 credit hours after completion of the bachelor's degree and for placement in Class F on the TSS if the program consists of at least 65 credit hours after completion of the bachelor's degree.

26-15 Effective with the 2003-2004 school year and thereafter, the District shall recognize up to a maximum of six (6) years of experience as a Those district support staff employees for those employees who are hired as licensed employees within one (1) year of resignation or retirement from service as a District support staff employee shall be placed in accordance with the provisions of 26-9, utilizing the support staff employee's previous base salary. with placement on the salary schedule in accordance with Article 26-1. This Article 26-18 is recognized for salary placement only.

26-16 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the TSS and then will transition to the PST in accordance with Article 26-10 and the following: the juris doctor degree shall be applicable for payment at Class D on the TSS salary schedule. Those eligible for placement under this sub Article shall be eligible for placement in Classes E and F if the requirements for placement in those classes have been otherwise met, provided that such credits have not been previously utilized for placement in Classes A, B or C and were earned after awarding of the juris doctor degree.

26-17 The District may recognize up to a maximum of six (6) years of experience for Those Licensed employees who, while serving in the U.S. Armed Forces went to formal instructor training and taught full-time in a military training program, shall be placed in accordance with the provisions of 26-9 or 26-10, as applicable, utilizing the instructor's previous base salary. placement on the salary schedule in accordance with Article 26-1. This Article 26-19 is recognized for salary placement only.

26-18 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall first be placed on the TSS and then will transition to the PST in accordance with Article 26-10 and the following: The licensed employee will be initially placed on Class D, Step 3, of the TSS salary schedule. This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.

26-19 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Article 26-11 through Article 26-18.

26-20 Shared Contracts / Half-Time Contracts

Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This

is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.

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

Currently existing Shared Contracts will be allowed for the 2010-2011 school year. The status of establishing new Shared Contracts will be reviewed annually. A Shared Contract will be eliminated when one partner leaves the Shared Contract for any reason, when the school decides to eliminate the Shared Contract, or when one partner in the Shared Contract falls below the surplus line.

If one partner leaves mid-year, (i.e. resigns, dismissed, LOA), the remaining partner must immediately take the full contract or resign.

If one partner submits resignation effective the end of the school year, remaining partner must take the full contract for the ensuing school year or resign.

If the school decides to allow the Shared Contract to continue in the ensuing year and both partners are above the surplus line, both are allowed to remain in the Shared Contract.

If one partner falls below the surplus line, the partner below the line is surplus, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplus, and their position becomes a vacancy.

If the Shared Contract will be eliminated at the end of the school year, the full contract shall be offered to both partners. If only one partner wants the position, he/she gets it, and the other resigns. If neither wants the full contract, they both resign. If both want the position, the partner with more District-wide seniority gets it, and the junior partner must be placed into a vacancy, or if there is no vacancy, be surplus, regardless of seniority (even if more senior than others on staff). An employee in a Shared Contract cannot participate in Voluntary Transfer unless the school decides that the Shared Contract will be eliminated or it is determined that it is possible the employee will be surplus from the school. However, an employee in a Shared Contract may participate in the Second Voluntary Transfer after surplus, if one occurs.

If an employee in a Shared Contract participates in Voluntary Transfer in anticipation of being surplus, and obtains a position, the employee is not entitled to return to his/her previous position even if it turns out that the employee would not have been surplus (i.e., after Voluntary Transfer, school does not have to surplus anyone). In other words, once an employee participates in

Voluntary Transfer and obtains a position, that employee cannot return to his/her previous position.

An employee who is surplus out of a Shared Contract:

1. May select a full-time position in Involuntary Transfer (at the Surplus Meeting); and
2. Shall be treated as a full-time employee in the RIF process.

The District will continue to pay the entire health benefit contribution on behalf of half-time licensed employees.

Half-Time Contract Rules:

1. May not be placed/assigned to a full-time position.
2. May only seek a half-time position in Voluntary Transfer.
3. May only select a half-time position in Involuntary Transfer.

26-17 For the 2010-2011 school year, \$155,459, which was money previously earmarked and designated for new hire orientation, shall be used for the new hire orientation and for reimbursement to the District under Article 17-1-1. The amount shall be increased by 2% annually for the duration of the contract.