

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT
2024-29

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COLLECTIVE BARGAINING AGREEMENT 2024-29

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PREAMBLE

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE I - RECOGNITION

A. Unit.

The employer hereby recognizes the Nevada Community Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for the personnel as set forth in the PERB certification instrument (Case No. 170), issued by PERB on the 24th day of September, 1975.

The unit described in the above certificate is as follows:

Included: Regular full-time certificated teachers and regular part-time certificated teachers, including guidance counselors, librarians, and nurses.

Excluded: Superintendent, assistant superintendent, principals, assistant principals, curriculum coordinator, teacher aides, teacher associates, library interns, substitute teachers, all non- certificated (nonprofessional) employees, and all others excluded by Section 4 of the Act

B. Definitions.

1. The term "Employer" as used in this agreement shall mean the Nevada Community School District or its duly-authorized representatives.
2. The term "Employees" as used in this agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
 - a. The term "Part-time Employee" as used in this agreement shall mean any employee working 20-29 hours per week.
 - b. The term "Full-time Employee" as used in this agreement shall mean any employee working 30 or more hours per week.
3. The term "Association" as used in this agreement shall mean the Nevada Community Education Association or its duly-authorized representatives or agents.

- C. The Association recognizes the Nevada Community School District as the public employer governed by the Board of Directors, and the Board of Directors as the

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duly-elected representative of the citizens of the School District, and agrees to negotiate only through the negotiating agent or agents officially designated by the Board to act in its behalf.

- D. The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interest of anyone other than the members of the bargaining unit.

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ARTICLE II - ASSOCIATION RIGHTS

- A. The Association will have the right to use school buildings and facilities at reasonable times for a reasonable number of meetings, such meetings shall in no way interfere with any aspect of the instructional or extracurricular program.

The time and place of all meetings shall be arranged in advance with the building principal. The Association will pay all out-of-pocket expenses to the District resulting from such meetings, and will pay any additional costs necessitated by such use.

The Association may use typewriters, mimeograph machines, duplicating equipment, calculating machines, and audio-visual equipment after school hours, and such use shall be only when it is not being used for school purposes. The Association shall pay to the Employer for the use of the buildings and equipment and for the cost of all materials and supplies during the contract year a flat rate of \$75 per year.

- B. There will be one bulletin board reserved for use by the administration and the Association in each school building, not less than 3' x 4' in size, which will be placed in the faculty lounge where possible for the purpose of displaying notices, circulars and other material.
- C. The Association shall have the right to use the school mail and to place a reasonable amount of notices, circulars and other material in teachers' mailboxes.
- D. Representatives of the Association shall be allowed to make telephone calls and other communiqués concerning Association business at any time during school hours when such persons are not on duty. No calls concerning Association business may be made during the time such person is on duty. Any long-distance calls shall be logged with the principal's secretary and paid for by the Association.
- E. Duly-authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times with the approval of the building principal provided that this shall not interfere with or interrupt any employee in the performance of duties.

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ARTICLE III - EMPLOYER RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inherent in the administration of the School District by law are retained by the Board. Provided that none of the clauses in this agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

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ARTICLE IV - PROCEDURES FOR STAFF REDUCTION

- A. Certified employees will be classified into the following groups:
1. PK-4
 2. 5-8 by subject areas
 3. 9-12 by subject areas
- B. In making its determination to reduce staff, the District shall consider the needs of the school district, the employee's certification, endorsements, and approvals, the employee's educational preparation, overall experience, relative skill, ability and competence and the employee's extracurricular assignments. When all employees within the classification listed are considered relatively equal, employees shall be laid off according to total years of teaching experience in the District. The determination under this article for probationary employees shall not be subject to the grievance procedure.
- C. Recall Provisions
1. Any employee terminated as part of a reduction in force shall be eligible to be recalled to available positions according to the classified group the employee was terminated from for a period of one (1) year from the date of termination. Employees may apply for other available positions but do not have recall rights to a position outside their classified group.
 2. To be eligible for recall, the employee must submit a recall request in writing to the superintendent within thirty (30) days from the time the employee received notification of termination. Employees must keep the District's personnel office informed of current their email during the recall period.
 3. Any employee who is recalled to a position shall be placed on the salary schedule at no less than the same amount in effect for the employee at the time of termination.
 4. An employee who is notified of recall to a position must respond to the personnel office for assignment within seven (7) calendar days of the recall notice. If notification occurs after August 10 for a position for that school year, the employee will have three (3) calendar days to respond.
 5. Failure to respond within seven (7) calendar days after the notice is emailed for a recall position shall result in forfeiture of the employee's rights of recall. An employee who declines a recall to a position will lose any further recall rights.

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ARTICLE V - TEACHING HOURS

- A. Except for part-time employees, all employees shall work full eight-hour days during their regular terms of employment. The normal teaching hours are typically from 7:45 a.m. until 3:45 p.m. On days when staff development occurs prior to the normal school day, the District may adjust the hours, but the day will not begin prior to 7:30 a.m. The District will provide a thirty (30) minute duty-free lunch period for full-time certificated employees. Part-time employees will receive a proportionate amount of lunch time. The regular term of employment shall be as noted in each employee's contract.
- B. Exceptions may be granted by the principal for emergencies outside the control of the employee. On Fridays or on days preceding school holidays or vacation, the employees' day shall end fifteen (15) minutes after the close of the pupils' day in the last building to dismiss students. Leave for medical or dental appointments may be granted during duty hours, but not during student contact time. This will not be a chargeable leave, but the employee must make arrangements with the principal to make up the time missed.
- C. Nothing contained herein prohibits or limits the rights and responsibilities of the administration in assigning extra duties as associated with the teaching profession. (For example: attendance at staff meetings, open houses, and such additional events or activities as may be scheduled from time to time.) Employees may be required to attend without additional compensation faculty or professional meetings (not to exceed six (6) per month) either before or after the regular workday. Additional meetings may be scheduled at the superintendent's discretion. In addition, employees may be required without additional compensation to attend evening meetings outside the regular school day not to exceed six (6) per school year. Part-time employees who are required to attend staff development activities which are held during the normal work day, but scheduled outside the part-time employee's normal contract work hours, shall be compensated at their per diem rate.
- D. **Employee Work Year.**

There shall be no more than one hundred ninety-five (195) paid contractual days in the school year, excluding first-year employees who will have one (1) additional day and employees having extended or supplemental contracts. There shall be five (5) paid vacation days which shall consist of: Labor Day, Thanksgiving Day, Christmas, New Year's Day, and Memorial Day.

When school is closed for students during an emergency which is beyond the control of the administration and employees, employees of that school shall have, after students are dismissed, direction from the building principal as to work responsibilities during the remainder of the day.

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ARTICLE VI - SAFETY

- A. The employer shall make its best effort to provide and maintain a safe place of employment. All employees shall be alert to unsafe practices, equipment or conditions and shall report any such unsafe practices, equipment or conditions to their principal or immediate supervisor.
- B. When an assault occurs, or when an employee restrains a student to protect himself or herself, a student, or school property, and the employee is acting within the scope of his or her assigned duties, such assault or restraint shall be reported by the employee to the building principal or a designee and the Association immediately.
- C. Employees present at a school-sponsored event or on school premises, whether assigned or unassigned specific duties at that event or time, shall exercise supervisory responsibilities over those in attendance without additional compensation.

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ARTICLE VII - HEALTH PROVISIONS

Physical or Mental Health Examination Continuing Employees.

If required by law or administrative rule, an employee shall present evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. The employer shall advise the employee when such examination is necessary. The employee shall submit claims for physicals to their insurance carrier. The District shall reimburse employees the cost of the physical not reimbursed by the insurance carrier, however, the District's reimbursement shall in no event exceed \$60.

The Employer may require a physical or mental health examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the Employer and the Employer shall pay the cost of such an examination.

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ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave.

A leave of absence for an employee's personal illness or injury shall be allowed for consecutive years of employment as follows:

- 10 days the first year
- 11 days the second year
- 12 days the third year
- 13 days the fourth year
- 14 days the fifth year
- 15 days the sixth and subsequent years.

The amount of accumulated sick leave shall be one hundred and fifteen (115) days. Sick leave shall be with full pay up to the amount of the employee's accumulated sick leave. The employer may request medical proof from an employee absent for more than five (5) consecutive days due to personal illness or injury to the employee receiving pay for sick leave. In addition, the employer may, in any case, request medical proof if, in the employer's discretion, the employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the Employer may review the employee's medical proof at the employer's expense. Ten (10) sick leave days each year may be granted in case of illness of a member of the immediate family.

Immediate family shall be limited to the employee's spouse, children, foster children, dependent child, parents, sister or brother. This leave may be used as a whole day, as a half day, or as a quarter day.

Sick Leave Bank.

A sick leave bank is available to employees on a voluntary basis. Sick leave bank days may only be used after the employee's accumulated sick leave is exhausted and will continue for an additional five (5) contract days during a school year.

Each employee choosing to participate shall contribute one (1) day of sick leave from the current year's allocation. Employees with the maximum accumulated sick leave days may use "the next day" to contribute to the bank in order to receive five (5) additional days during a school year. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Should all sick leave bank days be used in any one school year, no additional days would be granted from the bank. Assets of the bank will accumulate and carry over from one school year to the next.

In extreme emergencies such as open-heart surgery, terminal cancer, extensive cancer treatment, organ transplants, or when catastrophic illnesses or conditions occur to the employee or to the employee's immediate family (as defined by the master contract), the employee may apply in writing to the superintendent for extended days from the sick

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leave bank. A sick bank committee will consider the request. The committee will be comprised of the superintendent, association president, association vice-president, and the applicant's immediate supervisor. Three (3) votes will be required to approve any extended sick bank leave.

Eligible employees are enrolled in the sick leave bank unless the Board Secretary is notified in writing prior to the employee's sixth contract day.

Maximum Accumulation to Personal Leave.

Employees who complete a school year with one hundred and fifteen (115) sick leave days accumulated will be allowed to convert the fifteen (15) sick leave days that they would gain in the subsequent school year into one (1) additional personal leave day. This additional personal leave day can allow that employee to have a total personal leave accumulation of six (6) days. Otherwise, the additional personal leave will be subject to the provisions of Section D of this article.

B. Bereavement Leave.

In case of death in an employee's immediate family, the employee will be granted up to five (5) days leave with pay per occurrence. "Immediate family" shall be limited to the employee's spouse, children, parents, sister, brother, foster child or dependent child living in the home, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, or mother-in-law.

Additional leave may be granted by the superintendent at his or her discretion.

In case of the death of an employee's family member outside the immediate family, the employee will be granted up to one (1) day leave with pay per occurrence. Additional leave may be granted by the superintendent at his or her discretion.

In case of the death of a non-relative, the employee may be granted up to one (1) day leave with pay per year to attend the funeral, subject to District staffing needs.

C. Immediate Family Leave.

In case of illness (which requires hospitalization or post hospital care) of a member of the immediate family, the employee may be granted up to three (3) days' leave with pay. "Immediate family" shall be limited to the employee's spouse, children, parents, sister, brother, foster child or dependent child living in the home, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law. Additional leave may be granted by the superintendent at his or her discretion.

D. Personal Leave.

Employees may be allowed two (2) days per year, accumulative to five (5) days per year, to conduct business that could not be conducted outside the normal work day. The

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employee shall not be required to give a reason for personal leave days.

This leave may be taken in blocks of full days, half days (4 hours), or quarter days (2 hours). If the employee takes a quarter day block for personal leave, it shall be taken at the beginning or end of the day. If the employee cannot make arrangements acceptable to the principal for another employee to cover the employee's responsibilities for the two-hour time, then the employee shall be required to take one-half day's leave unless the employer can make a satisfactory assignment.

Except in the case of an emergency situation, application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the building principal or other supervisor for approval. Should an emergency situation occur where it would not be possible to make application for prior approval, the necessity for securing prior approval shall be waived. However, the employee shall be expected to notify the principal or other supervisor of such emergency. The day immediately preceding or immediately following a legal holiday, school vacation period, or during the first five and last five student contact days of the school year, shall not be recognized as a personal leave day.

Exceptions to these limitations may be made by the superintendent or his/her designee. No more than one (1) employee for every eight (8) employees in a building may be granted personal leave on any given day.

Employees may choose to have the district buy two (2) days or a any portion of the two (2) days (in quarter blocks of time) of their unused personal leave day. The reimbursement will be prorated at the full day's rate of pay for substitute teachers, paid at the end of the school year.

E. Jury Duty Leave.

Any employee called for jury duty during school hours shall be permitted to be absent without loss of pay and without charge against any leave. Any payment for jury duty is turned over to the District. Mileage will be reimbursed to the employee. No such payment will be made to an employee for such service on any day the employee would not have worked for the school district.

F. Professional Leave.

Request for professional leave must be made in writing and approval secured from the principal and superintendent. Three days' professional leave may be granted each year at the discretion of the superintendent. Professional leave shall be used for the purpose of visitation to view other instructional techniques or programs in this or other school districts, or for conferences, workshops, clinics, or seminars conducted by colleges or universities or other educational meetings. Exceptions to this section may be permitted by the superintendent or his or her designee. At the discretion of the superintendent, employees may be granted additional professional leave to fulfill the duties of an elected or appointed office in a professional organization within their discipline.

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G. Unpaid Leave.

Unless otherwise expressly provided in this article employees shall have deducted from their pay for a leave of absence an amount equal to one (1) day's pay of the annual salary for each day of absence.

H. Association Leave.

Up to a collective total of twelve (12) days' leave with pay may be granted to representatives of the Association for Association business. The Association shall pay the cost of any necessary substitutes.

I. Extended Professional Leave.

Extended professional leave shall be granted to an employee, by the Board of Education, without pay and benefits for study in an approved educational program, educational travel, or other reason recognized by the Board as being of advantage to the school system, and contingent upon finding a suitable replacement. A request for extended professional leave shall be made in writing to the Superintendent no later than February 15, with final determination by March 14th, of the school year preceding the school year for which the leave is requested. An extended professional leave shall be for a minimum of one semester.

A full time employee shall be eligible for an extended professional leave after seven (7) consecutive years of employment in the Nevada School District. The number of extended professional leaves available shall not exceed two (2) in any school year, with no more than one (1) person on leave from an administrative unit. If more than the maximum number apply in a year, seniority & then educational value to the district shall be applied to determine who would be granted the leave of absence.

During the period of extended professional leave, an employee may engage in remunerative employment and may accept grants or fellowships. Upon return from leave, the employee shall be placed on the salary schedule at the next step from that the employee was on at the time leave was taken. There will be no loss of seniority while on extended professional leave.

J. Adoption Leave.

Employees will be allowed up to ten (10) days paid leave for adoption. This leave will be charged to the employee's sick leave.

K. Foster Care.

Employees may be granted up to three (3) days of emergency leave for situations related to the care of a foster child placed in the employee's home. This leave will be charged to the employee's sick leave.

L. Court Appearance Leave.

Employees shall be allowed one day of paid leave for a required court appearance.

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ARTICLE IX - WAGES AND SALARIES

A. Schedule.

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part of this agreement. The base wage of the schedule is a mandatory subject of bargaining.

B. Placement on Salary Schedule.

Each present employee shall maintain their present status as related to the current salary schedule.

New teachers coming into the school district will receive credit for up to five (5) years of teaching in other properly-accredited school systems and placed into the appropriate pool/lane. Exceptions may be granted in the sole discretion of the superintendent.

The employer has the right to withhold increments of any employee when the employee's work is unsatisfactory.

Registered school nurses with a four-year degree will be placed on Schedule Three-year degree nurses will also be placed on Schedule A, but will receive 85% of the increment.

C. Advancement on Salary Schedule.

Increments: Employees on the regular salary schedule may advance horizontally to the next pool/lane based on the Continuing Education Article of the contract. Advancement is subject to satisfactory performance of the employee and to having a permanent teaching certificate, or to meeting the state requirements.

D. Pay Period.

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees may have their payroll direct deposited into their financial institution or institutions on regular school days and shall receive at their regular building a statement of earnings slip with the following exceptions:

1. When a pay date falls on or during a school holiday, or weekend, or Federal Reserve holiday, employees shall have their pay direct deposited on the last previous working day.
2. Summer statement of earnings slips or paychecks will be mailed on the 20th day each month to the teacher's designated address.
3. An employee who retires, resigns, or is terminated may receive, at the employee's request, the remaining payments on the contract (July and August) with the June direct deposit.

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E. Direct Deposits.

Direct deposits will be scheduled by the secretary of the Board of Education to occur on the morning of the regular pay day in "D" above. Employees may designate multiple accounts within a financial institution or multiple accounts within multiple financial institutions for their deposits. These designations may be made in dollar amounts or in percentage of pay.

All new employees will be required to participate in the direct deposit program. Employees may be exempted from this provision at the discretion of the secretary of the Board of Education and the Superintendent.

F. Extended Contracts.

Extended contracts shall be issued at the Employer's discretion for a specified number of days beyond the regular contract. The rate of pay for employees on extended contracts will be as set forth in Schedule B.

G. Supplemental Contracts.

Supplemental contracts shall be issued at the Employer's discretion for activities and responsibilities beyond those connected with regular classroom duties.

Supplemental contracts will be paid in accordance with Schedule B attached hereto and made a part hereof.

H. Contract Changes.

Requests for adjustments in contract amount due to insurance deductions, annuity deductions, or change in salary level must be made by September 10 unless earlier request deadlines are provided in other parts of the master contract.

I. Items paid on a per-time basis on Schedule B shall be turned in at regular payroll time

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ARTICLE X - CONTINUING EDUCATION

- A. Employees who wish to be reclassified on the salary schedules shall take courses from an accredited college, university, or area education agency. These courses must be related to the employee's area of assignment or in a college/university approved graduate program in education. If the employee wishes to take a course that may not be related to the employee's area of assignment or in a college/university approved graduate program in education, the employee should request prior approval from the superintendent.
1. To count for reclassification beyond the B.A., the employee must complete the requisite credits (15 and 30) from an accredited college, university or area education agency. The employee will complete fifteen credits with a minimum of nine graduate credits for each lane change.
 2. To count for reclassification from B.A. plus 30 to M.A., the employee must complete the requisite credits in a college/university approved graduate program in education or in the employee's area of assignment.
 3. To count for reclassification beyond the M.A. lane, the employee must complete the requisite credits (15, 30, and 45) from an accredited college, university or area education agency. These credits may be either graduate or staff development.
 4. To count for reclassification from M.A. 45 to the Doctorate Lane, the employee must complete the requisite credits in a college/university approved doctorate program in education or in the employee's area of assignment. This change will be effective in the 2008-09 contract year.
- B. An employee must file the appropriate form with the Board Secretary as soon as possible, but no later than February 1 of the current school year in order to qualify for a salary reclassification for the following school year. Exceptions may be granted in the sole discretion of the superintendent. Verification of credits earned or salary reclassification shall be filed with the secretary of the Board of Education no later than September 10 for employees to earn a salary reclassification.

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ARTICLE XI GRIEVANCE PROCEDURE

A. Purpose.

The purpose of this article is to provide for a mutually-acceptable method of the prompt and equitable settlements of employee and association grievances and disputes over the interpretation and application of this agreement. The employer, the Association, and the employees shall attempt to resolve informally or at the earliest possible stage all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

- B. Except as otherwise provided in this agreement, a “grievance” is a claim or dispute concerning the interpretation or application of the terms of this agreement. All time limits herein shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the employer to consider any grievance not filed or appealed in a timely manner.

C.

1. Every employee covered by this agreement and association shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee or association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees or to cause a grieving employee or others to miss work.
4. An aggrieved person may be represented at all steps of the grievance procedure by himself or herself, or at his or her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the employee’s complaint.

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1. First Step.

An attempt shall be made to resolve any grievance in informal discussion between complainant and the principal or his designated representative.

2. Second Step.

If the grievance cannot be resolved informally, the aggrieved employee or association shall file the grievance in writing on the Grievance Form included in this contract and, at a mutually-agreeable time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal or his designee shall make a decision on the grievance and communicate it in writing to the employee or association and the superintendent within ten (10) days after receipt of the grievance.

3. Third Step.

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved employee or association shall file, within five (5) days of the written decision at the Second Step, a copy of the grievance with the superintendent. Within ten (10) days after such written grievance is filed, the aggrieved and the superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the employee or association. At Step Three, the superintendent may consolidate separate grievances which involve common questions of contract language or fact.

4. Fourth Step.

In the event a grievance has not been satisfactorily resolved at the Third Step, the aggrieved employee or association shall file, within five (5) days of the written decision at the Third Step, a copy of the grievance with the Board Secretary requesting a closed session hearing of the Board of Education.

5. Fifth Step.

If the grievance is not resolved satisfactorily at Step Four, there may be available a fifth step of binding arbitration, pending agreement of both the association and Board to participate. Should both parties agree to participate, a request shall be made to the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties, the moving party striking first, will alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

The arbitrator's decision shall be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement.

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No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the employer by constitutional provisions, statute, ordinance, or special legislative acts.

The cost for the service of the arbitrator will be borne equally by the employer and the Association.

- D.** No reprisals of any kind shall be taken by the employer against an employee or any other participant in the Grievance Procedure by reason of such participation.

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ARTICLE XII - NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or certified letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party:

1. If by the Association, to the Employer at:
Nevada Community School District
825 15th Street
Nevada, Iowa 50201
2. If by the Employer, to the Association at:

The Association shall notify the Employer by June 15 of each year of the name and address of the then-current president and vice-president of the Nevada Community Education Association.

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ARTICLE XIII - PRINTING AGREEMENT

The Employer shall print copies of any articles or schedules of this agreement that have been revised within sixty (60) days following the ratification of this agreement. The Employer shall be responsible for distributing copies of these changes to all employees currently employed and the Employer will be responsible for providing copies of the agreement to its representatives. The Employer shall pay the cost and expense of printing the copies.

Complete and revised copies of this agreement will be provided to all new employees at their time of employment, to all employees every five (5) years, beginning in 2010, and to any employee upon request. The agreement will also be made available to employees in electronic form upon request.

Two bound, updated copies of this agreement will be available in all teachers' lounges each year.

The distribution by the Employer shall be made on or before the effective date of this contract. The Employer shall provide eight (8) copies of the agreement to the Association.

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29

ARTICLE XIV - SAVINGS CLAUSE

In the event that any provisions of this agreement shall become void or illegal during the time of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29

ARTICLE XV - FINALITY AND EFFECT OF AGREEMENT

- A. This agreement constitutes the entire bargaining agreement between the parties and concludes collective bargaining for its term.
- B. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designated under said section as negotiable for collective bargaining purposes, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Both the Employer and the Association, for the life of this agreement, waive any right which might otherwise exist to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

By mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of this agreement when signed and ratified by both parties and attached to this contract.

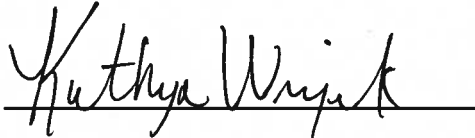
**NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29**

ARTICLE XVI - DURATION

This five-year agreement shall be effective as of August 15, 2024, and shall continue in effect until August 15, 2029. Articles regarding Wages and Salaries shall be open to negotiation annually. Other Articles may be opened per mutual agreement.

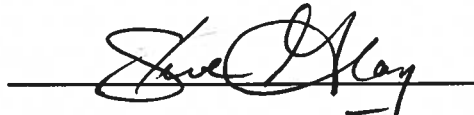
This agreement signed this 13TH day of May, 2024.

Nevada Community Education Association



Signature – NCEA Chief Negotiator

Nevada Community School District



Signature – NCSD Chief Negotiator

NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29

SALARY SCHEDULE A (No TSS)

Lane/Pool

BA	BA15	BA30	MA	MA15	MA30	MA45	Doc
\$41,211	\$43,561	\$45,911	\$48,261	\$50,611	\$52,961	\$55,311	\$57,661

SALARY SCHEDULE A (Teacher Salary Supplement)

Lane/Pool

BA	BA15	BA30	MA	MA15	MA30	MA45	Doc
\$6,289	\$6,289	\$6,289	\$6,289	\$6,289	\$6,289	\$6,289	\$6,289

SALARY SCHEDULE A (Combined Schedule)

Lane/Pool

BA	BA15	BA30	MA	MA15	MA30	MA45	Doc
\$47,500	\$49,850	\$52,000	\$54,550	\$56,900	\$59,250	\$61,600	\$63,950

NEVADA COMMUNITY SCHOOL DISTRICT
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SCHEDULE B - EXTRA PAY SCHEDULE 2024 - 29

Salaries and wages set forth in this schedule shall be effective as of the first day of the employee work year.

ACTIVITY		ACTIVITY	
Football, Head Coach	12.00%	Band, Middle School (7-8)	6.00%
Football, HS Assistant	8.00%	Cheerleaders, Middle School	6.00%
Football, Middle School	6.00%	Drama, Middle School	5.00%
		Athletic Chaperone, Middle School	1.00%
Basketball, Head Coach	12.00%	St. Council, Middle School	3.00%
Basketball, HS Assistant	8.00%	Vocal, Middle School	6.00%
Basketball, Middle School	6.00%	Yearbook, Middle School	2.00%
Wrestling, Head Coach	12.00%	Athletic Chaperone, Sr. High	3.00%
Wrestling, HS Assistant	8.00%	Band, Sr. High	12.00%
Wrestling, Middle School	6.00%	Cheerleaders, Sr. High Fall	4.00%
		Cheerleaders, Sr. High Wrestling	6.00%
Track, Head Coach	12.00%	Cheerleaders, Sr. High Basketball	6.00%
Track, HS Assistant	8.00%	Debate	6.00%
Track, Middle School	6.00%	Dance Team Sponsor	6.00%
		FFA	12.00%
Cross Country, Head Coach	12.00%	Cocurricular Clubs	6.00%
Cross Country, HS Assistant	8.00%	Color Guard Sponsor	3.00%
Cross Country, Middle School	6.00%	Jr. Class Sponsor	2.50%
		Percussion/Drum Line	1.50%
Esports Sponsor	12.00%	Plays, Sr. High	12.00%
Golf, Head Coach	12.00%	Plays, Sr. High Assistant	6.00%
		Speech, Sr. High & One-act Plays	10.00%
Tennis, Head Coach	12.00%	Speech, Asst. High School	6.00%
		St. Council, Sr. High	3.00%
Baseball, Head Coach	12.00%	Vocal, Sr. High	10.00%
Baseball, HS Assistant	8.00%	Yearbook, Sr. High	4.50%
Baseball, Middle School	6.00%	Approved Clubs (per year)	1.50%
Softball, Head Coach	12.00%	Each Time Responsibility	\$30.00
Softball, HS Assistant	8.00%	Hourly Pay Rate	\$25.00
Softball, HS Assistant	8.00%	Music Accompanist*	\$20.00
		Sub Pay Coverage during Prep^	\$25.00
Soccer, Head Coach	12.00%	*Capped at 100 hours	
Soccer, HS Assistant	8.00%	^Must be more than 40 consecutive minutes on their only prep of day	

NEVADA COMMUNITY SCHOOL DISTRICT
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SCHEDULE C - GRIEVANCE FORM

Employer _____

Employee _____

Building _____

Assigned Grade Level, Subject or Area _____

LEVEL ONE: The alleged violation was brought to the attention of the principal or
designee, _____, on ____/____/____ at Level One.

LEVEL TWO: (a) Date alleged violation occurred ____/____/____

(b) Section(s) of contract alleged to have been violated

(c) Statement of Grievance*

(d) Relief Sought*

Employee's Signature

____/____/____
Date

NEVADA COMMUNITY SCHOOL DISTRICT
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SCHEDULE D

**IMPLEMENTATION OF SENATE FILE 2376 (2010 ACT), TEACHER COMPENSATION
ALLOCATION**

If the District participates in the Student Achievement and Teacher Quality Program (SF 2376), the following distribution method will be used.

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed equally to all teachers who do not receive compensation through #1. Included in this are teachers who do not receive compensation as great as that received by teachers in #2.

**NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29**

**SIDE BAR LETTERS
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
NEVADA COMMUNITY EDUCATION ASSOCIATION
AND THE
NEVADA COMMUNITY SCHOOL DISTRICT**

Employees will be required to serve as ticket takers, scorers, timers, supervisors, or site managers for one event without pay.

New employees will be required to work their one required event their first year of employment.

NEVADA COMMUNITY SCHOOL DISTRICT
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Effective July 1, 2010, school districts and AEAs are required to create one salary system (284.3A of the Iowa Code). Districts and AEAs organized under Chapter 20 for collective bargaining must bargain a single salary system.

The District is obligated to include these monies in the single salary schedule only to the extent that it actually receives such funds from the State from these various pools of funds that are included in the salary schedule. If these funds are reduced and or eliminated the salary schedule will be adjusted in portion to those funds that are reduced.

The District recognizes that the State of Iowa provides specific funding for teachers' and certain other certified employees' salaries called "Teacher Salary Supplemental Funds" (TSS) under SF 2329 enacted in 2008. TSS funding is 100% State-funded revenue and shall be paid to all eligible employees as provided by law. The District's only responsibility will be to serve as the fiscal agent of TSS funds, providing a method of payment to eligible employees, and to ensure the funds are paid according to the requirements of the law. Distribution of the TSS funds will be determined by the following criteria below:

1. Minimum salaries for the first year beginning teachers, second year beginning teachers and Career 1 teachers will be paid according to the salary provisions of the law.
2. 95% of the remaining funds from the District's annual allocation will be distributed to all other teachers equally per employee's contracted FTE after deducting the District's cost for FICA, Medicare, and IPERS.
3. The 5% of the remaining funds will be distributed in paychecks in June, separate from the regular June paychecks (unless mutually agreed upon) after adjustments are made based upon any employment changes during the school year that increases or decreases the FTE eligible for the funds.

**NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29**

TLC MoU

**Nevada Community School District and Nevada Community Education
Association Memorandum of Understanding**

**Teacher Leadership and Compensation (TLC) System Effective July 1, 2019 -
June 30, 2024**

The Nevada Community School District (the “District”) and the Nevada Community Education Association (the “Association”) have reached agreement to the items below in regard to Master Contract articles that may be affected by implementation of the local Teacher Leadership and Compensation (“TLC”) System.

Except as otherwise outlined in this Memorandum of Understanding (“MOU”), all terms and conditions of the Master Contract shall continue in full force and effect. This MOU shall be in effect beginning July 1, 2019, and ending June 30, 2024, unless the parties mutually agree to modify it, including modifying it to comply with legal requirements or guidelines.

ARTICLE XIII - WAGES & SALARIES

1. There are five separate leadership roles as stated in the District’s DE approved TLC application. In addition to the employee’s regular teaching contract, an employee selected for a leadership role shall be issued a supplemental assignment for one-year that provides for additional days and supplemental pay specific to that role.
 - a. Instructional Guides shall receive an annual \$10,000 stipend for fifteen (15) additional days.
 - b. Learning Team Coaches shall receive an annual \$7,000 stipend for twelve (12) additional days. Learning Team Coaches shall receive two (2) release days from regular teaching duties.
 - c. Peer Advisors shall receive an annual \$5,000 stipend for ten (10) additional days. Peer Advisors shall receive five (5) release days from regular teaching duties.
 - d. Instructional Models shall receive an annual \$2,000 stipend for five (5) additional days.
 - e. New Teachers (Provisional or Career I) shall receive 2 additional days at per diem pay and 2 release days from regular teaching for mentoring and induction.
2. Any employee receiving a supplemental contract for a one-year assignment for a TLC role shall not receive any other supplemental and/or extended contract pay for the employee’s fulfillment of his or her TLC role.

**NEVADA COMMUNITY SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT 2024-29**

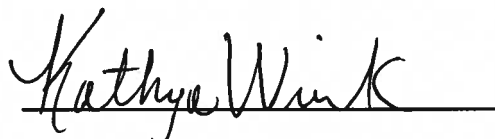
ARTICLE VI - REDUCTION OR ALIGNMENT OF STAFF

1. Seniority: An employee receiving a one-year assignment for a TLC role will maintain and continue to accrue seniority as specified in the Master Contract.
2. Reduction: If staff reductions occur due to a reduction in TLC funding or a modification in the District's TLC plan, the parties will follow the current staff reduction procedures in the Master Contract.

OTHER CONSIDERATIONS

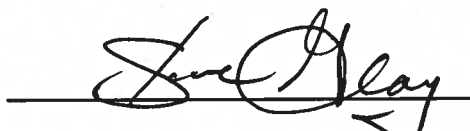
1. Placement: The placement of an employee into a TLC role shall be controlled by the criteria in the District's DE approved TLC application.
2. Removal: The removal of an employee from a TLC role shall occur by either (a) the employee and the District mutually agreeing to remove the employee from the role, (b) the employee providing written resignation that is accepted by the District, or (c) the District removing the employee from the role after providing the employee appropriate due process.
3. Placement after removal: If an employee is removed from a TLC role, the employee will be placed into another teaching position for which the employee is qualified and is within the employee's area/category of licensure, and is as near as possible to the employee's prior teaching position, as determined by the Superintendent.

Nevada Community Education Association

A handwritten signature in cursive script, appearing to read "Kathryn Wink", written over a horizontal line.

Signature – NCEA Chief Negotiator

Nevada Community School District

A handwritten signature in cursive script, appearing to read "Steve Alay", written over a horizontal line.

Signature – NCSD Chief Negotiator