



**Lyon  
County  
Education  
Association**

**Steve Fargan**

*President*

**Val Friskey**

*Vice President*

**Dick Mesna**

*Treasurer*

**Summer Kay**

*Secretary*

**Email:**

[lcea@lcea-nv.org](mailto:lcea@lcea-nv.org)

**Web Site:**

<http://www.lcea-nv.org>

---

*The LCEA Newsletter  
is published monthly.*

# The Tutorial Enterprise

## Featured in this issue:

**Page 2 - NEA's Read Across  
America, March 2, 2012**

**Page 2 - LCEA Elections Results**

**Pages 3-11  
- Know Your Negotiated  
Agreement**



## Visit the NEA Member Benefits Website

To find out more about Insurance Programs, Financial Services, Member Discounts, Tools and Tips, Free Giveaways, and Featured Offers click on the links at the NEA Member Benefits Website:

**<http://www.neamb.com/>**

---

# NEA's Read Across America, March 2, 2012

By Steve Fargan, LCEA President

For the eighth consecutive year the Lyon County Education Association Executive Board has unanimously approved an Association buy-out day in order for me to participate in NEA's Read Across America. This year I put on my tuxedo and my red and white hat a day early on Thursday, March 1<sup>st</sup>. (I needed to attend an out-of-town NSEA Board meeting on Dr. Seuss' real birthday on March 2<sup>nd</sup>.) I greatly appreciate being given the opportunity to share my love of reading with students all over Lyon County. I also hand delivered LCEA Mini-Grant checks throughout the day. I drove well over 100 miles. I lost count of the many smiling faces and bursts of laughter from the students. I loved every minute of it.

Find out more and continue the celebration at NEA's Read Across America web page:

<http://www.nea.org/grants/886.htm>

Also, be sure to visit Seussville.com:

<http://www.seussville.com/>

## LCEA Election Results

LCEA President:

Summer Kay – 2 year term

LCEA Treasurer:

Dick Mesna – 2 year term

Delegate to the Nevada State Education Association Delegate Assembly:

Jane Claar – 2 year term

Dick Mesna – 2 year term

(Returning delegates Val Friskey, Summer Kay, and Sandy Gustafson-Mesna were elected last year and will be serving the second year of their 2 year term.)

Delegate to the National Education Association Representative Assembly:

Dick Mesna – 1 year term

# Know Your Negotiated Agreement

By Steve Fargan, LCEA President

The New 2011-2013 Negotiated Agreement is now available in two formats (.html and .pdf) on the LCEA website. The new language along with brief descriptions of the changes can be seen below.

Here is a link to the Negotiated Agreement Page:

<http://www.lcea-nv.org/na.html>

LCEA ratified the new 2011-2013 Negotiated Agreement on December, 13, 2011. The Lyon County School District Board of Trustees ratified the new 2011-2013 Negotiated Agreement on January 24, 2012. LCEA's negotiations team began work to achieve our new agreement in 2010. To find out more about how negotiations progressed here is a link to the negotiations page:

<http://www.lcea-nv.org/negotiations.html>

3-3-4 No later than October 15 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues to the organizations named in section 3-3-1 above. Copies of the executed dues authorization for all employees shall be submitted to the School District. The Association will notify the District monthly of any changes in said list. Any teacher desiring to have the School District discontinue deductions previously authorized must notify the Association in writing between July 1 and July 15 of each year for the upcoming school year's dues and the Association will notify the District in writing promptly to discontinue the employee's deductions effective September 1.

APPROVED 1991  
REVISED 2011

*In Article 3-3-4 the drop period changes to July 1<sup>st</sup> through July 15<sup>th</sup>. This makes LCEA consistent with the Nevada State Education Association as well as nearly all other local associations in the state of Nevada.*

6-1-6 Except for emergency situations, as determined by the administration, at least three work days prior notice shall be given to employees for meetings and training sessions where their presence is required. Should a teacher not be present for a meeting or training session, it shall be the teacher's professional responsibility to review and implement any and all information as all other staff members. It shall be the responsibility of the site administrator to provide the teacher with all pertinent materials.

APPROVED 2001  
REVISED 2005  
REVISED 2011

*In Article 6-1-6 there is now a specific number of days of prior notice that must be given for meetings and training sessions.*

## .5 ALTERNATIVE SCHOOL SCHEDULE

6-5-1 In the event a Lyon County school implements an alternative school schedule that falls outside the 7.5 hour day/ five work days per week, the District shall meet with the Association by the 4<sup>th</sup> 9<sup>th</sup> week of the semester prior to the beginning of the implementation year to negotiate, pursuant to NRS 288, and related Articles of this Agreement.

APPROVED 1994  
REVISED 1999  
REVISED 2007  
REVISED 2011

*In Article 6-5-1 the logistics of potential alternative school schedules are addressed.*

## .2 EVALUATION

7-2-1 Evaluation of licensed personnel is the responsibility of the District and will be conducted in accordance with state statutes. The District shall consult and collaborate with the Association prior to implementation of a new evaluation instrument. No teacher shall evaluate another teacher.

Each administrator who contributes to the evaluation of an employee shall sign the employee's evaluation.

APPROVED 1995  
REVISED 2007  
REVISED 2011

*New language in Article 7-2-1 assures that the District and the Association shall work together prior to implementing a new evaluation instrument.*

### .1 VACANCIES

10-1-1 A vacancy is any position previously held by a licensed employee or newly created by the Board of Trustees. During the school year, all vacancies shall be posted in each school and the District Office at least five (5) working days before the final date for submitting applications. Notices shall also be mailed or faxed to the Lyon County Education Association President. During the summer months, all vacancies shall be posted at the District Office with copies to the Association President. All vacancies shall be posted on the District's website for at least five (5) working days before the final date for submitting applications. During the school year, the District shall make a reasonable attempt through District e-mail to notify all licensed staff of any vacancies. The District shall email or fax all vacancy notices to the Lyon County Education Association President throughout the calendar year.

NOTE: In the event that a position becomes vacant after the March 1<sup>st</sup> transfer deadline, the position will first be opened to all current licensed employees for a period of five (5) working days prior to the position being posted to applicants outside the school district

APPROVED 1982  
REVISED 1997  
REVISED 1999  
REVISED 2005  
REVISED 2010  
REVISED 2011

10-1-2 No vacancy shall be filled until the vacancy has been posted for a period of five (5) working days, with the exception that the Association realizes that during the summer months of July, August, and September, sudden vacancies may be filled from comparable postings and/or interviews. Should more than one person apply for a position, the interview process would be followed. The interview process shall include paper screening of applicants and live interviews of qualified candidates with due consideration given to current employees.

APPROVED 1993  
REVISED 2011

### .3 TRANSFER

10-3-1 A request for transfer shall be made on forms provided by the District. The teacher shall request the position(s) and work site(s), with copies to the current administrator, the administrator(s) of the desired work site(s) and the District Personnel Office. A request for voluntary transfer must be received by March 1 for the following school year. If agreed to by the teacher, the administrators of both schools, the superintendent or designee and approved by the Board of Trustees, the transfer is irrevocable without the consent of the teacher and the Board. An exception may be made if the Superintendent determines the transfer recreates the conditions that motivated the transfer request or the transfer position is subject to reduction of force. In the event that a position becomes vacant after the March 1<sup>st</sup> transfer deadline, the

position will first be opened to all current licensed employees for a period of five (5) working days prior to the position being posted to applicants outside the school district. Licensed employees will be notified of these vacancies via district e-mail. The current employee shall follow the procedures for submitting the voluntary transfer form outlined in Article 10-3-1.

NOTE: The opening of a new school may cause the District to adjust timelines for transfers.

APPROVED 1991  
REVISED 1997  
REVISED 1999  
REVISED 2005  
REVISED 2010  
REVISED 2011

*In Articles 10-1-1, 10-1-2, and 10-3-1 postings have been changed from 7 days to 5 working days.*

.4 CRITERIA FOR CHANGES

10-4-1 District assignments, transfers and/or reassignments shall be considered in the spirit of providing the best possible education for students.

Criteria for considering changes will be:

1. Requests for volunteers;
2. Individual teacher licenses/endorsements;
3. Teacher seniority.

APPROVED 1991  
REVISED 2011

.5 INVOLUNTARY TRANSFER/REASSIGNMENT

10-5-1 Prior to any involuntary transfer/reassignment the criteria in 10-4-1 shall be used.

During the school year when an involuntary transfer/reassignment is necessary, the principal and the employee will cooperatively work together to allow sufficient preparation time for the new assignment.

APPROVED 1993  
REVISED 2005  
REVISED 2011

.6 SENIORITY

10-6-1 No later than October 15<sup>th</sup> of each year the School District shall provide to the Association President a seniority list of all members of the licensed bargaining unit.

The District determines the current seniority of the teachers by the number of years they have taught in the District. The procedure for determining seniority shall be as follows:

- a. Seniority will be computed from a teacher's most recent date of hire in the District.
- b. Seniority will not be broken by unpaid leaves of absence.
- c. Initial employment by the District in a position outside the licensed bargaining unit will not be counted in computing seniority. Employees returning to employment within the licensed bargaining unit shall retain the years seniority earned during licensed administrative time worked.

- d. In the event two (2) or more teachers have the same seniority as indicated by date of hire and all else being equal, a lottery shall be held in which teachers having the same seniority shall draw lots in accordance with a predetermined procedure to establish the most senior teacher.
- e. For any licensed employee hired after July 1, 2011, years of teaching experience in the District will be the only factor used in calculating seniority.

APPROVED 1994  
REVISED 2011

*Article 10-4-1 defines the criteria for changes. Article 10-5-1 references Article 10-4-1 on involuntary transfers and reassignments. Article 10-6-1 clarifies and updates seniority.*

## **ARTICLE XI REDUCTION IN FORCE**

- 11-1-1 If practicable, attrition by resignation and retirement shall be utilized as the first means of staff reduction.
- 11-1-2 The District reserves the right to retain a teacher, if, in the opinion of the Superintendent and supported by substantial documentation, the teacher is needed to maintain a program, course of study or perform a needed function within the School District.
- 11-1-3 In the event that further staff reductions are required, which reductions may include post probationary teachers, the following criteria shall be used in selecting teachers for layoff and in the priority order as enumerated:
  - a) Educational and/or instructional requirements with particular attention to a teacher's licensure.
  - b) Satisfactory performance evaluations from the past three consecutive school years.
  - c) Seniority as specified in 10-6-1
- 11-1-4 When an opening occurs for which they are licensed, teachers laid off because of a reduction in force, will be rehired in the reverse order they were laid off. A teacher shall remain on the rehire list for two (2) years unless the teacher refuses the offer of a rehire position for which he/she is licensed. If the recalled teacher is unable to return due to a bona fide illness or emergency, their place on the rehire list shall be extended for a period not to exceed one (1) year. It is the responsibility of the teacher to inform the District of all changes of address by Certified Mail.

APPROVED 1995  
REVISED 2011

*Article XI more clearly defines reduction in force procedures.*

### **.6 SICK LEAVE BANK**

- 13-6-1 Employees covered by this agreement may become members of the Sick leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank.

This Bank is to assist employees who have long term debilitating illnesses or disabilities with recovery time of more than fifteen (15) days which cause them to be unable to fulfill their job responsibilities with the District and who have exhausted their accumulated sick leave and all personal leave.

Sick Leave Bank days shall not be used for elective surgery, personal business, family illness or maternity leave. Any employee who has been diagnosed with a debilitating or catastrophic injury or illness pre-existent to employment shall not draw from the Bank within the first year of employment.

- a. Only individuals who have contributed to the Bank are eligible for benefits.
- b. Application for benefits from the Sick leave Bank shall be made to the Sick Leave Bank Committee. The committee shall be made of two members appointed by the Association President and one member appointed by the Board of Trustees. The decision of the

committee shall be forwarded to the Board for approval, except when the days needed will occur before the next Board meeting. In such cases, the Superintendent may grant up to fifteen (15) days upon the committee's recommendation.

- c. At the beginning of each school year there will be an open enrollment period during the month of September. Eligible staff must notify the District in writing of their desire to participate in the Bank.
- d. Membership in the Bank shall continue automatically from year to year unless notice of withdrawal is given in writing to the District during the enrollment period. Withdrawal will not result in reinstatement of the time contributed to the Bank.
- e. When the number of days in the Bank falls below forty (40), the committee will inform the Bank membership that a special assessment of one (1) sick leave day per member will be made to replenish the days available.
- f. One sick leave day may be transferred from any certified employee to the sick leave account of any other certified employee who has been deemed eligible for assistance by the Sick Leave Bank Committee.
- g. The maximum number of days which may be granted from the Bank at any one time shall be fifteen (15) days. Additional days may be granted only after additional application and review.

The maximum cumulative number of days which any one person can be granted from the Bank during the period of employment with the Lyon County School District is one hundred-twenty days (120) days.

- h. A statement of participation in the Sick Leave Bank will be included in the yearly sick leave accounting update given by the District to each participating employee.
- i. An employee who has used the Sick Leave Bank shall reimburse the Bank when his/her accumulated sick leave exceeds one hundred (100) days. Upon leaving the District, an employee shall reimburse the Bank the remaining balance of days granted from the Bank.

APPROVED 1995  
REVISED 1997  
REVISED 1999  
REVISED 2007  
REVISED 2011

*Article 13-6-1, letter f, allows for the voluntary transfer of sick leave days from one certified employee to another certified employee who is eligible for assistance.*

14-1-2 With no less than two (2) days prior notice, except in cases of verifiable emergencies, the principal may grant Personal Leave paid or unpaid. However, teachers are encouraged to request Personal Leave, whether to be paid or unpaid, as soon as it is known to be needed. The teacher must request the leave in writing on a form provided by the District. Personal Leave, paid or unpaid, may be denied if there is no substitute available or classes cannot be covered by licensed staff. Paid Personal Leave may be used at any time except the first or the last week of school, during the final examination times, during the school's parent/teacher conference days, or teacher in-service day(s) unless there is a verifiable emergency. If multiple requests are received for the same date, Personal Leave shall be granted according to the date it is submitted.

Any request for paid or unpaid leave that is denied by the principal may be appealed to the Superintendent or designee.

APPROVED 1991  
REVISED 1997  
REVISED 2001  
REVISED 2007  
REVISED 2010  
REVISED 2011

*Article 14-1-2 improves personal leave procedures. Personal leave may now be taken next to a holiday.*

*Requests for personal leave go through the site administrator.*

16-1-2 The School District shall contribute \$557.57 per month per regularly employed participant (for employees working five (5) hours or more per day) in the LCSD Health Care Plan. In the event of an increase in the LCSD Health Care Plan, the trustees shall give full consideration to payment of some portion of said increase. Dependent coverage will be made available at full cost to the employee at the current rate. Life insurance limits will be set at a minimum of \$20,000 with Accidental Death and Dismemberment set at a minimum of \$20,000. Death by accident would then total a minimum of \$40,000.

APPROVED 1994  
REVISED 1997  
REVISED 1999  
REVISED 2001  
REVISED 2005  
REVISED 2006  
REVISED 2007  
REVISED 2010  
REVISED 2011

*Article 16-1-2 updates the amount the district contributes to the LCSD Health Care Plan.*

.2 EDUCATIONAL ADVANCEMENTS

21-2-1 Salary adjustments for additional credits are made semi-annually. Official sealed transcripts from accredited institutions and official notices of completion of District approved workshop/in-service classes can be submitted as soon as they are earned. Credits must be submitted by January 15 for adjustment on the salary schedule beginning the first day of the second semester. Credits must be submitted by September 15 for adjustment on the salary schedule beginning during the September pay period.

APPROVED 2005  
REVISED 2011

*Article 21-2-1 changes the dates for educational advancement and allows for movement on the salary schedule at two different times during the year.*

.3 SCHEDULES

21-3-1 [See attached salary schedules for 2011-2012 and 2012-2013.](#)

Zero percent (0%) raise for the 2011-2012 school year and zero percent (0%) raise for the 2012-2013 school year, absent any unforeseen, significant changes in state funding. For the 2011-2012 school year, the step increase will be reinstated from the 2010-2011 school year. For the 2012-2013 school year, the step increase will be reinstated from the 2011-2012 school year.

APPROVED 2010  
REVISED 2011

*Article 21-3-1 includes a new salary schedule that reinstates step increases.*

22-1-4 Extra Duty Salary Schedule: Percent of base salary as reflected on Basic Salary Schedule:

	Step A (0-1-2)(3 + ) <u>Percent</u>	Step B <u>Percent</u>
<u>High School Athletics</u>		
Athletic Director	13	15
Athletic Director, small school	9	11
Band Director/Marching/Pep	5	6
Baseball, Assistant	5	6

LCEA Newsletter March 2012

Baseball, Assistant	5	6
Baseball, Head	7	8
Basketball, boys Assistant	6	7
Basketball, boys Assistant	6	7
Basketball, boys Head	8 9	
Basketball, girls Assistant 6 7		
	Step A	Step B
	(0-1-2)(3 + )	
	<u>Percent</u>	<u>Percent</u>
Basketball, girls Assistant	6	7
Basketball, girls Head	8	9
Cheerleader, Fall	5	6
Cheerleader, Winter	6	7
Cross Country	5	6
Dance/Drill	6	7
Football, Head	8	9
Football, Assistant	6	7
Golf, boys	5	6
Golf, girls	5	6
Soccer, boys Head	7	8
Soccer, girls Head	7	8
Soccer, boys Assistant	5	6
Soccer, girls Assistant	5	6
Softball, Assistant	5	6
Softball, Head	7	8
Softball, Assistant	5	6
Track, Head	7	8
Track, Assistant	5	6
Volleyball, Assistant	5	6
Volleyball, Assistant	5	6
Volleyball, Head	7	8
Wrestling, Head	7	8
Wrestling, Assistant	6	7
<u>Co-Curricular</u>		
Academic team advisor	3	4
Activity director	13	15
Band director	5	6
Choir director	3	4
Class advisor 10, 11, 12	3	4
Class advisor 9	2	3
Creative writing publication	4	5
Department heads	1	2
FBLA	2	3
FFA advisor	6	7
FFA assistant	5	6

	Step A (0-1-2) <u>Percent</u>	Step B (3 + ) <u>Percent</u>
Forensics	2	3
FTA	2	3
NHS	2	3
Newspaper publication	3	4
Play director	2	3
Shop maintenance	5	6
VICA	2	3
Yearbook	5	6
<u>Middle School Athletics/Co-Curricular</u>		
Academic Olympic advisor	1	2
Academic Fair school only	1	2
Academic Fair school, region	2	3
Activity director	5	6
Athletic director	6	7
Athletic director, small school	4	5
Band director	3	5
Basketball, boys 7	3	4
Basketball, boys 8	3	4
Basketball, girls 7	3	4
Basketball, girls 8	3	4
Choir director	2	3
Fall Sport 7***	3	4
Fall Sport 8***	3	4
Intramurals	3	5
Newspaper, class`	1	2
Newspaper, non-class	2	3
Play director, class*	2	3
Play director, non-class*	3	4
Shop maintenance	2	3
Track, 7	3	4
Track, 8	3	4
Volleyball, 7	3	4
Volleyball, 8	3	4
Wrestling, 7	3	4
Wrestling, 8	3	4
Yearbook	3	4

(\*Limited to one team each grade)

	Step A (0-1-2) (3 + ) <u>Percent</u>	Step B <u>Percent</u>
<u>Elementary Schools Co-Curricular</u>		
Christmas music programs**	1	2
Academic Fair	1	2
Yearbook	2	3
<u>Co-Curricular (All Levels)</u>		
Chief School Nurse	13	15
SIT (Student Intervention)	3	4

Team Coordinator)

IC Team Member	2	3
(maximum 6 per school)		
SAP (Student Assistance Program Coordinator)	3	4
STA (School Technology Assistant)	4	5
Site Webmaster	4	5
Library Inventory Director	4	5

\* Per performance

\*\* Requires two school performances

\*\*\* Limited to one team each grade

Step A: first 3 years (0-1-2) of District experience

Step B: over 3 years (3+) of District experience

No coach/advisor will receive less for a position than they were paid on contract for that position in the 1998/99 school year contract.

The 2011-2013 Extra Duty Contracts will use the 2011-2013 base salary.

REVISED 1999  
REVISED 2001  
REVISED 2005  
REVISED 2007  
REVISED 2011

*Article 22-1-4 updates many coaching extra duty contracts. Extra duty contracts have been added for IC Team Members.*

**ARTICLE XXIII  
TERMS OF AGREEMENT**

23-1-1 This agreement shall become effective July 1, 2011 upon acceptance by the School District and the Association and shall remain in effect through June 30, 2013, and will continue in full force and effect for an additional period of two (2) years unless negotiated amendments, changes, or modifications are ratified by both the District and the Association, providing the Association continues to meet the requirements specified by Chapter 288, Nevada revised Statutes.

REVISED 2001  
REVISED 2005  
REVISED 2007  
REVISED 2010  
REVISED 2011

23-1-4 This Agreement is the result of collective negotiations between the District and the Association, which have been conducted under the requirements of and directive Statute law.

For the 2011-2013 contract years, the Association and School District shall only address the District's contribution per month for qualified participants in LCSD Health Care Plan and mutually agreed upon article(s).

REVISED 2007  
REVISED 2010  
REVISED 2011

*Article 23-1-1 and 23-1-4 updates the dates of the new Negotiated Agreement.*