# Negotiated Agreement

# between the

# Clark County School District

# and the

# Clark County Education Association

CCSD
CLARK COUNTY
SCHOOL DISTRICT

CCEA
Clark County Education Association
the union
of teaching
professionals

## 2025-2027

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## PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada, and the Clark County Education Association, effective August 14, 2025.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School Trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the superintendent of schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

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

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

NOW THEREFORE IT IS AGREED:

## ARTICLE 1
## DEFINITIONS

1-1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature.

1-2 The term "Teachers," as used in this Agreement, shall refer to all licensed staff members eligible for membership in the Clark County Education Association.

1-3 The term "School Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.

1-4 The term "Association," as used in this Agreement, shall mean the Clark County Education Association and is the entity known as the Employee Organization in NRS 288.040.

1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.

1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or his/her designated representative.

1-7 The terms "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustees" and "Association," as such, each reserves the right to act hereunder by committee or designated representative.

1-8 The term "School Year" shall be as defined in NRS 388.080 which states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day in the fall until the beginning of the next contracted school year.

1-9 The term "Board" means the Local Government Employee-Management Relations Board (EMRB), as provided in NRS 288.030.

1-10 The term "Agreement" refers to the name of this document, being the Professional Negotiation Agreement between the Clark County School District and the Clark County Education Association.

1-11 The term "Immediate Family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the employee. The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above or any person living in the immediate household of the employee and also grandmother, grandfather, grandchild, brother-in-law, sister–in–law, son-in-law, daughter-in-law, foster parent, aunt, and uncle.

1-12 The term "Personnel Officer," as used in this Agreement, refers to the Superintendent's designee.

1-13 The term "Day" shall be defined as any day in which a covered employee is required to be and is present on the job.

1-14 The term "Trust," as used in this Agreement, shall mean the Teachers Health Trust as established by the Clark County Education Association.

1-15 The term "Adjusted Hire Date", as used in this Agreement, shall mean the original hire date less any breaks in service as a result of resignation or leave of absence.

## ARTICLE 2
## RECOGNITION

2-1 Excluding the Superintendent and employees paid on the Unified Administrative Salary Schedule, the School Trustees recognize the Association as the exclusive representative of all licensed personnel employed or to be employed by the School District.

2-2 It is acknowledged and understood by the parties hereto that recognition was and is granted in accordance with NRS 288. Recognition is granted only so long as the Association complies with the provisions of NRS 288, and it may only be withdrawn during the term of this Agreement in accordance with NRS 288.

2-3 All rights and privileges granted to the Association under the provisions of this Agreement shall be for the exclusive use of the Association, subject to the exception of NRS 288.140.

## ARTICLE 3
## IMPASSE PROCEEDINGS

3-1 It is understood, if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

## ARTICLE 4
## GRIEVANCE AND ARBITRATION PROCEDURE

4-1 A grievance is defined as any dispute which arises regarding an interpretation, application or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an employee of the School District covered by this Agreement, or by the Association. The Association may also file a grievance on behalf of a class of employees of the School District covered by this Agreement. A grievance shall not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of Nevada. No precedent shall be set between the District and the Association as a result of a grievance filed by an individual unless the Association submits the matter to Step Three, Arbitration.

4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure, including the time limits relating to these procedures, which may culminate in arbitration.

4-3 STEP ONE: INFORMAL DISCUSSION/MEDIATION

(a) Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance, although such discussions are not part of the formal grievance procedure. In addition, utilization of the Step One discussion/mediation shall not be used against the employee. Further, the employee does so without waiving the due process rights stipulated under the CBA.

(b) If a teacher requests an informal discussion or mediation with the principal of the school, or the department director if the assignment is not school-based, concerning

the subject matter of a potential grievance, such informal discussions or mediation will be held within twenty (20) days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion or mediation does not occur within the twenty (20) day time limit, a grievance may be processed to the Pre-grievance Resolution process as set forth in Article 4-4 below, or to Step Two as set forth in Article 4-5 below.

(c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.

(d) If a grievance is resolved as a result of an informal discussion, the principal or the grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the grievant involved to file a formal grievance if that teacher so desires.

(e) Such informal discussions shall not modify the time limits set forth in Step Two of the formal grievance procedure.

(f) Either party to this Agreement may request mediation. Mediation may be utilized when both parties to the dispute voluntarily agree to participate to resolve disputes. Timelines are not suspended pending mediation, except with the written agreement of both parties. It is understood that the parties to the dispute are the District and the Association.

4-4 All grievances shall be processed as follows:

Pre-grievance Resolution

(a) If the grievance is not resolved at Step One or if the grievance was not presented at Step One, the Association may submit in writing a proposal of resolution of the potential grievance to the Chief Human Resources Officer or the Superintendent's designee, before the Association files a formal written grievance.

(b) The proposal of resolution submitted to the Associate Superintendent, Human Resources Division, or the Superintendent's designee will include the violation of policy and/or contract and the requested resolution, along with a written narrative of the issue(s) and the document(s) involved.

(c) The traditional timeline to grieve, as outlined in Article 4-5 (a) below, will be suspended during the Pre-grievance Resolution process, provided that the proposal of resolution was submitted prior to the expiration of the traditional grievance timeline. The timeline will resume if and when either party terminates the Pre-grievance Resolution process in writing.

(d) All aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any other grievance filed in accordance with this Article.

(e) In the event the Pre-grievance Resolution is denied or unresolved by either party in writing, the grievant may submit the matter to Step Two of the grievance procedure in accordance with the timelines provided in Article 4-5 below.

(f) The submission of a Pre-grievance Resolution in no way guarantees that the School District will grant the requested resolution.

4-5 STEP TWO: SCHOOL DISTRICT

(a) If the grievance is not resolved at Step One, the grievant may submit in writing the unresolved grievance to the Chief Human Resources Officer or the Superintendent's designee not later than thirty (30) days after the grievant first knew of the act or condition upon which the grievance is based. An authorized signature on a United States postal "return receipt" or dated hand delivery receipt shall serve as proof of submission.

(b) In the event a grievance is submitted to Step Two in a timely manner, the Chief Human Resources Officer or the Superintendent's designee shall schedule a meeting with the grievant within seven (7) days to be held no later than twenty (20) days after receipt of the grievance unless timelines have been waived in writing.

(c) In the event a grievance is not resolved at this meeting, the Chief Human Resources Officer or the Superintendent's designee shall, within ten (10) days after the meeting, submit a written response to the grievance to the individual and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing, and copies forwarded to both the affected employee and the Association. If the Chief Human Resources Officer or the Superintendent's designee fails to respond within ten (10) days as referred to in this paragraph or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.

(d) If a grievance is either denied or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three, Expedited Arbitration, in accordance with the provisions of Step Three below.

4-6 STEP THREE: EXPEDITED ARBITRATION

(a) In the event a grievance is not resolved during the Pre-grievance Resolution process, if any, or at Step Two of the grievance procedure, only the Association, not later than twenty (20) days after the expiration of the time limit set forth in Article 4-5(c) above, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Chief Human Resources Officer or the Superintendent's designee written notice of the intent to arbitrate. A United States postal "return receipt" or dated hand delivery receipt shall serve as proof of delivery.

The Association agrees that it will not delegate to anyone the right to arbitrate. This shall not be construed to mean that the Association may not determine the identity of its representative at such arbitrations.

It is agreed that the American Arbitration Association will provide full service administered arbitration under the American Arbitration Association's Labor Arbitration Rules.

(b) The panel of arbitrators in use at the end of the current school year shall continue in effect unless the District and the Association agree to change the number of arbitrators. If they are unable to agree on a new number of arbitrators to serve on the panel, the number shall be nine (9). If the District and the Association cannot agree on the new members of the panel, then the American Arbitration Association (AAA) will be asked to submit a list of twenty-seven (27) arbitrators from which the parties shall strike alternately until the appropriate number of arbitrators has been selected for the panel. By September 30 of each year, each party may remove one (1) arbitrator from the panel. The replacement(s) shall be selected in accordance with the procedure set forth above. All arbitrators must be AAA certified arbitrators.

4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator, in the absence of the express written agreement of the parties, shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in 4-1.

4-8 The arbitrator's decision shall be submitted in writing within thirty (30) school days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.

4-9 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed that only the Association has the right to request arbitration and that the Association shall be responsible for its share of the costs, as agreed above, for any arbitration requested by the Association.

4-10 No reprisals of any kind will be taken by the school trustees or by any member of the administration against any employee because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay, subject to the limitations contained in Article 17-1-2.

4-11 No provision of this Article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.

4-12 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the school trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed beginning with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:

4-12-1 The person initiating the dispute may refer the dispute to the Board of School Trustees and must also inform the immediate supervisor and the Associate Superintendent, Human Resources Division, and/or the Superintendent's designee. When a dispute is so referred, the board or a committee designated by the board shall meet to informally discuss the subject matter of the dispute with the grievant and with representatives of the Association requested to be present by the grievant.

4-12-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees and the committee designated by the board if a committee is so designated.

4-12-3 The Board of School Trustees or a committee designated by the board shall make a decision regarding the dispute as to the applicability or administration of district policies or regulations and communicate its decision in writing within thirty (30) days after the final meeting on the dispute.

4-13 It is the intention of the parties that grievances not resolved before the summer recess be resolved as quickly as is reasonably possible. Toward this goal, the parties agree that they will make a reasonable effort to conclude pending grievances before the opening of school in August.

4-14 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:

4-14-1 A written copy of the grievance, the name of the grievant(s) to include the work site, and the name of the grievant's appropriate administrator.

4-14-2 An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings.

4-14-3 A written copy of the resolution of the grievance or arbitration.

4-15 A fund of three thousand dollars ($3,000.00) shall be earmarked and designated for the costs of specialized arbitration proceedings. The District, in its sole discretion,

shall have the ability to authorize disbursements from the fund which has been earmarked and designated under this provision.

## ARTICLE 5
## ASSOCIATION PRESIDENT

5-1 Upon written request from the Association's Executive Board, the District shall grant the president and vice president of the Association a two (2) year leave of absence without pay during the president's and vice president's term of office for professional and educational development, participation in community projects, visitations of schools, and other Association business.

5-2 The president's and vice president's leave of absence shall commence with the beginning of the contract year and conclude at the end of the same contract year. The Association agrees to reimburse the School District on a current basis for the Public Employees Retirement System (PERS) contribution the District makes on behalf of the president and vice president.

5-3 If the president or vice president serves only one term in office, the District agrees to return the president or vice president to the same teaching position held when the president's or vice president's leave was granted. If the program has been reassigned to a new location, then the president or vice president will return to the same location. If the president or vice president serves two or more terms in office, the District is not obligated to return the president or vice president to the same teaching position held when the leave was granted, unless the former position is vacant. The District agrees that if that position is filled, the District will return the outgoing president or vice president to as near an equivalent teaching position as the position held when the leave of absence was granted.

5-4 The president or vice president of the Association or CCEA staff shall be allowed to visit any school in the District upon prior notification of the principal of the particular school involved.

Arrangements for the visit will be made prior to the actual visit with the principal, or in his/her absence, the acting administrator. The president, vice president, or designee shall confer with the principal or his/her designee upon arrival at the school to facilitate the purpose of the visit. Such visits are permitted for the sole purpose to view the educational program at that school or to assist a member and/or members of the staff at that school who have requested such assistance. Such visits are not to be used to campaign in any manner, either directly or indirectly, against School District representatives or the school trustees. The purpose of the visit must relate to the school being visited.

5-5 Only those vendors who are designated by the Association as Member Benefit Specialists may meet with teachers on school campuses under the following conditions:

5-5-1 Arrangements for the visit will be made prior to the actual visit with the principal or his/her designee.

5-5-2 Attendance at the meeting will be voluntary, and communications about the meeting must clearly indicate that attendance is voluntary.

5-5-3 The meeting must take place in a separately-designated area, such as an available classroom, so that teachers who choose not to attend are not imposed upon in common areas such as teachers' lounges and teachers' workrooms. The school will work cooperatively with the Association to designate such an area.

5-5-4 With the exception noted in Article 28-8, a teacher can attend the meeting only during his/her duty-free lunch period or before or after the contract day; teachers may not attend the meeting during their preparation periods.

No other vendors, except those whose presence on the school campus is a result of the collective bargaining agreement, shall be allowed on any campus during the school year.

Nothing in these provisions shall prevent or prohibit a district employee from inviting an individual for personal or business reasons, subject to the permission of the principal, to meet with that district employee at school facilities so long as such invitation does not interfere with the district employee's duties or good order and discipline. In addition, nothing in these provisions shall prevent or prohibit the District from allowing a vendor on campus in special circumstances if approved by the Associate Superintendent, Human Resources Division; in such cases, however, the District will give prior notice of the visit to the Association.

Upon violation of the intent of this Article 5-5, the District shall notify the Association of its intent to sunset this provision at the end of the current school year.

5-6 The Association agrees that the teacher assigned to replace the Association president or vice president on leave of absence shall be transferred to another teaching position upon the return of the president or vice president unless the teacher and the principal mutually agree to the assignment to a vacancy at the school for which the teacher is licensed and qualified. The teacher assigned to replace the Association president or vice president shall be notified in writing by the District and the Association at the time of assignment of the contents of this Article.

## ARTICLE 6
## MILEAGE PAYMENTS

6-1 Employees covered by this Agreement shall be granted mileage in accordance with the School District regulation entitled "Travel for District Employees."

## ARTICLE 7
## USE OF FACILITIES

7-1 The Association shall have the use of school mailboxes and the inter-school mail service for the distribution of non-defamatory material initiated by the Association. Copies of all materials shall be given to the building principal. The material will be clearly identified and the Association accepts the liability for such material and therefore agrees to hold the District, its employees and agents, harmless from all claims, demands, losses, liability, cost or expenses of any nature, to include attorney's fees, arising from the distribution of Association material using the school mail service. The foregoing "hold harmless" clause shall not apply to grievances between the Association and the District. If the use extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent. District teachers shall be permitted use of School District mail services for district-related business.

7-2 Use of School District bulletin boards as described below shall be subject to the same conditions set forth in 7-1 above for the use of the school mail service.

7-2-1 The Association shall have the use of faculty bulletin boards for posting of non-defamatory materials.

7-2-2 The Association, the Teachers' Health Trust, and the CCEA Community Foundation shall have the use of the District's electronic bulletin board/messaging system for posting of non-defamatory materials. In addition, there shall be a link to the Association's website. This link may not be used for purposes of soliciting membership. Messages, materials, and announcements posted must be approved in advance by the Associate Superintendent, Human Resources Division, or his/her designee.

7-3 From the effective date of this Agreement to its termination, the Association shall be allowed the use of school buildings and premises for association meetings and activities on regular school days, as long as arrangements have been made with the principal of the building. Such activities shall not conflict with any regular or special educational activities, and where such use shall not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of the buildings on other than school days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from the Association use shall be paid by the Association. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent. Individual teachers will not be prohibited from the responsible use of the school facilities.

7-4 Any dispute arising from the revocation of privileges granted under this Article shall be resolved in an expedited manner.

## ARTICLE 8
## DUES DEDUCTION

8-1 The school trustees agree to deduct dues from the salaries of the employees covered by this Agreement exclusively for the Association and its affiliates, if any. These monies shall be transmitted promptly to the Clark County Education Association. All requests for such deductions must be in accordance with NRS 608.110.

8-2 The Association will certify to the School Trustees in writing the current rate of membership dues. The School Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

8-3 Deductions referred to in Section 8-1 above will be made in equal installments each pay period during the year.

8-4 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 next school year's dues, and the Association will notify the District in writing to discontinue the employee's deduction.

8-5 Upon termination of employment with the District of any employee, the remaining amount of dues for the Association in Section 8-2 above will be deducted from the employee's final check.

8-6 It is recognized by the parties that the School District's willingness to deduct dues is solely a ministerial function on behalf of and for the convenience of the Association. As such, the District is not a party to any agreement between the Association and its members regarding the periodic deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees, it may incur in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual teacher. The parties agree that if there are not sufficient employee salary funds for dues collection due to an employee's wage garnishment, the District is not liable for failure to collect such dues so long as the funds are not available.

## ARTICLE 9
## REQUEST FOR INFORMATION

9-1 The School District and the Association shall make all documents, excluding work product, which are relevant to any grievance, arbitration, or negotiations available to the requesting party within a reasonable time after it is requested. In the event documents containing the requested information are not available, the School District and the Association shall permit reasonable access to their files so that the Association or School District may itself obtain the needed information.

It is recognized that the Family Educational Rights and Privacy Act (FERPA) may limit the availability of student–related records and statements.

## ARTICLE 10
## TEACHER ADVISORY COUNCIL

10-1 A Teacher Advisory Council shall be established in each school or central work_location where the majority of the faculty desires such a council. Time for discussion relating to the desire of the faculty to have a Teacher Advisory Council shall be provided each faculty at the orientation sessions and/or faculty meetings routinely scheduled at the start of the school year. The principal's presence at or participation in said discussion is not required. The Teacher Advisory Council shall be allowed to meet without the presence of the building principal or designee.

10-1-1 In the case of itinerant specialists, e.g., speech pathologists, psychologists, occupational therapists and physical therapists, itinerant employees may elect representatives from each region to meet with the appropriate district or region administrator for the specialty area.

10-2 In a school or central work location, which chooses to have a Teacher Advisory Council, the election of the Teacher Advisory Council shall be held no later than December 15. Other

than the election or designation of a replacement due to resignation, there shall be no more than one election of the Teacher Advisory Council in the school year.

If a new principal is appointed to a school during the school year, the staff may choose to have a Teacher Advisory Council election within fifteen (15) days of the new principal's placement.

10-3 If a majority of the teachers in a school choose not to elect a Teacher Advisory Council, the teachers may elect one of their number to perform the normal functions of the Teacher Advisory Council.

10-4 The principal or administrator of a school or central work location with a Teacher Advisory Council, and the council shall meet at the request of either party to discuss school operations. Although they may discuss matters covered by the Agreement, they are not to discuss grievances filed pursuant to Article 4, Grievance and Arbitration Procedure, nor take any action contrary to this Agreement. Such grievances are to be handled in the manner set forth in said Article 4.

10-5 The Teacher Advisory Council shall seek the following objectives:

- Improve the morale of the professional staff;
- Apprise the principal of actual or potential problems involving the professional staff of the school;
- Secure the maximum productive and constructive involvement of members of the professional staff in the prime goal of the school, namely, the education of the students enrolled there;
- Improve communications between the principal and members of the professional staff; and
- Provide input on the school's budget.
- At the beginning of the school year, principals shall work with TAC to develop an equitable plan of assigning personnel in emergency situations when a substitute is not available. Special consideration will be given to those specialists whose programs are cancelled due to emergency situations.

10-6 The Teacher Advisory Council may not serve as a committee for entertainment, social, fundraising nor any similar activity in the building.

10-7 In allocating school budget resources relative to supplies and materials for the classroom, the principal will consult with and seek the input of the Teacher Advisory Council. Teachers shall not be asked, expected, or encouraged to purchase classroom supplies and/or materials from their personal funds.

10-8 In addition to a Teacher Advisory Council, a pilot program for a School Governance Team may be established with mutual consent of the principal and teachers in each school or central work location. The goal is to create the most effective school for the students being served. The governance goal is a collaborative effort that empowers administrators and teachers in establishing the school priorities and deciding how the school will operate and make decisions. This pilot program will be evaluated at the end of the school year.

10-8-1 A School Governance Team request must be signed by at least 50% of the licensed staff at that site, including the responsible administrator. The request must be submitted to the Association's President and to the District's Deputy Superintendent of Instruction.

10-8-2 Upon approval through 10-8-1, a secret ballot vote shall be conducted by the responsible site administration and an Association representative. The School Governance Team request must receive 70% of the votes cast by licensed

personnel assigned to the work site, including itinerant personnel. A reasonable opportunity shall be afforded to all site personnel to participate in the voting process. The tabulation process may be observed by any interested party.

10-9 Members of the School Governance Team will be elected. The School Governance Team shall meet at least once a month.

10-10 The School Governance Team shall have the same objectives as the School Empowerment Team model, which include providing continued oversight of the school and assist in the management decisions of the school in the five autonomies: governance, budget, instruction, staffing, and time.

10-11 The parties recognize and acknowledge the importance of a positive school climate to the retention of teachers and increased student achievement.

10-11-1 No data collected as a result of the surveys, focus groups, or any other data product related to the school climate assessment may be cited or used in any subsequent grievance process.

10-11-2 This provision (Article 10-11) shall expire automatically at the end of the term of this Agreement, unless the parties mutually agree to incorporate it into the successor Agreement.

## ARTICLE 11
## TEACHER FACILITIES

11-1 The parties agree that the availability of functional school facilities for both students and teachers is necessary to ensure the high quality of education which is the goal of both teachers and school trustees. All future school facilities shall be designed to meet the needs of the educational program.

11-2 Within available resources, special consideration shall be given to providing space in which teachers may safely store instructional materials and supplies, and a locked space in which teachers may safely store personal belongings. Each teacher is obligated to maintain such storage areas in a neat and orderly manner. Unless the teacher refuses or fails to remove excessive or non-instructional material upon the reasonable request of the principal, no material of a teacher shall be destroyed or disposed of without the prior informed consent of the teacher.

11-2-1 Special consideration shall also be given for the provision of a teacher work area. The teacher work area shall contain adequate equipment and supplies to aid in the preparation of instructional materials and an appropriately furnished room to be used as a faculty lounge. In all future facilities or in the renovation of existing facilities, the faculty lounge shall be well lighted, well ventilated, clean and conveniently located.

11-2-2 The School District recognizes that adequate work space and equipment are necessary for specialists who render services on an itinerant basis at an educational site. The School District will not unreasonably withhold access to such work space or equipment where available. The site administrator shall make every effort to provide such space and equipment to itinerant personnel. The parties agree that this does not require the School District to purchase and install portables or other non-permanent fixtures.

11-2-3 Access will be afforded teachers to a telephone located so as to reasonably insure privacy of conversation. All telephones within a school shall be reasonably available to teachers for conducting school business. Approval must be secured

prior to using telephones located in offices of school administrators or other personnel. The District shall undertake an evaluation of telephone placement and priorities for the purpose of improving the efficiency of telephone usage by teachers. Teacher restrooms shall be provided separate from students' restrooms. Separate restrooms shall be provided for male and female teachers in all facilities unless otherwise designated by the building principal with consultation of TAC.

11-3 Employees are discouraged from bringing or retaining personal property on School District premises. The School District's obligation to indemnify an employee's loss is limited to perils (fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft, and water damage) covered under the District's excess insurance policies, subject to the conditions set forth therein, site aggregates, applicable personal property insurance, and the following:

11-3-1 Personal property for which a loss is claimed must be used for essential tasks to support the employee's direct scope of work and must be listed in the declaration required in Subsection 11-3-2 below. The personal property (personal effects) of an employee necessarily worn or carried (e.g., eyeglasses, hearing aids, jewelry, dentures, clothing) onto School District premises is to be exclusively covered by the employee's personal insurance as a non-business item, and should not be included on the declaration.

11-3-2 An employee must receive supervisor authorization and maintain a declaration form itemizing personal items and corresponding business use in order to activate indemnification up to $1,000 (replacement cost) per employee occurrence.

11-3-3 Employees must provide personal property declarations to their supervisors at least semi-annually; or more frequently if so stipulated by site administrators.

11-3-4 Nondeclared items of personal property will be considered as non-business in their use and the School District's loss indemnification will be limited to the employee's personal insurance deductible up to $250.

11-3-5 For any occasioned loss, employees must submit a sworn statement to the School District within sixty (60) calendar days of the loss date in order to receive indemnification. Claim procedures outlined in the declaration form of Article 11-3-2 will apply.

11-3-6 The maximum School District indemnification amount, whether the claim is for a declared or non-declared item of personal property, for any one employee occurrence will be $1,250, including both the $1,000 limitation in Subsection 11-3-2 and the $250 limitation in Article 11-3-4.

11-3-7 Losses attributed to wear and tear, gradual deterioration, latent defect, misuse, mishandling, abuse, or mysterious/unexplained disappearance will not be considered, regardless of personal insurance applicability.

11-3-8 For purposes of this Article, personal automobiles will not be considered as personal property.

## ARTICLE 12
## TEACHER PROTECTION FROM ASSAULTS AND/OR BATTERY

12-1 Each principal shall develop and communicate to the faculty emergency procedures which shall include a method of rapidly communicating a need for assistance in emergency situations when a potential for physical harm is evident, or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance in

emergency situations when a potential for physical harm to the teacher is evident. The provisions of 12-1 shall be implemented prior to the first day of student attendance and shall be included in faculty handbooks. Principals of year-round schools shall communicate emergency procedures annually to the faculty at an appropriate time.

12-2 When a teacher becomes aware of an actual or potential danger, or of an emergency situation, the teacher shall immediately report such danger or emergency to the teacher's immediate supervisor. The immediate supervisor shall immediately investigate and take appropriate action. If an educator believes that the emergency situation is life-threatening or bodily harm reasonably could be expected, then she/he shall indicate to the immediate supervisor that this is a "code red.' The immediate supervisor will immediately notify law enforcement and take any and all action to protect the educator and students. The immediate supervisor, by the end of the subsequent day on which the teacher made the above report, shall report back to the reporting teacher, and all affected teachers, the steps they have taken to alleviate the situation and to secure the safety of all staff and students, whether the danger has been resolved, and, if the danger has not yet been resolved, the next steps the immediate supervisor plans on taking to resolve the danger. An educator understands that 'code red' means that in the assessment of the educator bodily harm or life-threatening situation exists and is in imminent danger. Imminent danger is defined as any condition(s) or practices in a classroom, school building or school campus which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement of normal School District procedures. The School District shall develop district-wide training on code red protocols. Nothing in this paragraph is intended to prevent a teacher from directly contacting school police if the teacher deems that a situation is life-threatening or that bodily harm reasonably could be expected.

12-3 Any teacher involved in an assault or battery within the scope of the teacher's employment shall immediately contact their immediate supervisor, who will take immediate steps to protect the teacher and any students who may be in harm's way. The immediate supervisor, by the end of the subsequent day on which the teacher made the above report, shall report back to the reporting teacher, and all affected teachers, the steps they have taken to alleviate the situation and to secure the safety of all staff and students, whether the danger has been resolved, and, if the danger has not yet been resolved, the next steps the immediate supervisor plans on taking to resolve the danger. Once safety is restored, a teacher shall immediately make a written report of the circumstances thereof. The teacher shall make supplemental written reports attaching copies of any summons, complaint, process, information, indictment, notice, or demand served in connection with such assault or battery within five (5) days after having been served therewith, and report the final disposition of any such proceeding. All reports referred to above shall be made to the teacher's principal or immediate supervisor.

12-4 Such reports shall be forwarded immediately to the school trustees through the Superintendent's office. In the event civil or criminal proceedings are brought against the teacher, the school trustees shall comply with any written requests by the teacher for information relating to the teacher's defense in the school trustees' possession not privileged by law.

12-5 In the interest of teacher safety, the board shall cooperate with law enforcement agencies. Supervisors shall request assistance from law enforcement agencies when warranted.

12-6 In a civil proceeding the superintendent and the School District's legal counsel shall upon request give advice and counsel to the employee involved in the assault and battery. However, the School District's legal counsel shall not be obligated to officially represent the teacher in the civil proceedings.

12-7 If the teacher is a defendant in a civil proceeding which is within the scope of public liability coverage provided by the School District, the provisions of that policy will govern the conduct of the defense of that case. In the event the teacher hires his/her own legal counsel in such a proceeding the School District will request its insurance attorney to cooperate with the teacher's personal attorney within the scope of available insurance coverage.

12-8 If the teacher wishes to file a criminal complaint, the superintendent or his/her designee and the administrator in charge of the school or department shall assist and cooperate with an assaulted employee in making his/her criminal complaint against either an adult or juvenile offender. However, this shall not be construed as obligating the superintendent or any other official representative of the School District to participate as a complaining party with the assaulted employee. The School District reaffirms its policy to do everything possible in support of a teacher who is assaulted while acting within the scope of his/her employment in accordance with School District policies and direction especially when attempting to maintain order in a school.

12-9 Employees will be provided time off without loss of pay when appearing in a court proceeding which requires the employee to testify regarding a matter related to the employee's duties. However, monies received for a subpoena, less transportation mileage reimbursement, shall be remitted to the Clark County District Accounting Department immediately upon receipt of the monies for the subpoena.

12-9-1 Otherwise, an employee who is required by law to appear in court as a witness may access earned personal leave, earned annual leave or may take unpaid time off as necessary for such purpose provided the employee provides the employee's administrative supervisor reasonable advance notice.

12-9-2 Leave without loss of pay will not be provided to an employee having a personal interest or benefit from participation in the proceeding or if the proceeding is between any employee and the District.

12-9-3 Any employee subpoenaed by an employee organization to appear at any hearing relating to labor relations matters shall not be granted leave with pay except as provided in a negotiated agreement.

12-9-4 The district retains the right to require employees to serve as witnesses without loss of pay.

12-10 In the event civil or criminal proceedings are brought against a teacher and the teacher is cleared of said charge, all records concerning said proceedings shall be removed from the teacher's personnel file. No reference to criminal charges as described above shall be included in the personnel file. Records of civil or criminal proceedings may be used as evidence if the records contain information relevant to a concern of employee misconduct, but the records shall not be placed in a teacher's personnel file, unless the records relate to a conviction of a felony or of a crime involving moral turpitude.

12-11 A teacher may use reasonable and necessary force as provided for by NRS 392.4633 and SB 460 from the 83rd Nevada Legislative Session.

12-12 The verbal and physical abuse of a teacher by students, parents, and supervisors shall not be tolerated.

## ARTICLE 13
## QUALIFICATIONS FOR TEACHERS

13-1 Subsequent to the effective date of this Agreement, all personnel hired as classroom teachers, for other than occupational courses, shall be required to have at least a bachelor's degree from an accredited college or university.

13-2 Unless an appropriate waiver has been granted by the Nevada State Department of Education, teachers employed by the School District shall comply with the Nevada teacher licensing requirements for the position to which they are assigned.

13-3 Teachers who are assigned to teach academic subjects not within their major or minor field of college preparation shall be evaluated based upon their performance while teaching subject areas within their major or minor areas. However, the teacher shall be evaluated in the non-major or non-minor classes on teaching techniques exclusive of subject matter content.

13-4 It is recognized that teachers on special assignment are not administrators.

## ARTICLE 14
## TEACHER PERSONNEL FILES

14-1 There are two (2) personnel files maintained on each teacher: one is kept at the central office and one is kept at the school location. These files shall not include the principal's "log." This "log" shall be maintained solely for the principal's own personal use and shall not be used as a personnel file. A copy of each written report, comment, reprimand, or any other document concerning a teacher which the School District places in either of the two (2) personnel files shall be provided to that teacher. The teacher shall sign the file copy of the written report, comment, reprimand, or any other document as acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the contents of the document.

14-2 Any written response by the employee to any written report, comment, reprimand, or other document as provided for in Article 14-1 above shall also become a part of that employee's personnel file and shall remain a part of said file as long as the written report, comment, reprimand, or other document responded to remains a part of the file. All copies of the employee's response will be countersigned by the receiving administrator or designee, and a copy of the response shall be attached to the supervisor's document. When an employee makes a written response to any written report, comment, reprimand, or any other document, the employee's response shall be made within thirty (30) school days, except in cases where a document is the subject of a grievance or is a suspension, and shall be attached to the supervisor's document. The thirty-day (30-day) timeline to respond to documents that are the subject of a grievance and/or suspension shall begin upon the completion of the grievance and/or suspension appeal process. Upon written request of the teacher, a waiver of the time limits by the supervisor, not to exceed ten (10) days, shall not be unreasonably withheld. When a copy of the supervisor's written document is forwarded to any other location, a copy of the employee's written response shall be attached.

14-3 Written reports, written comments, written reprimands, or other documents of School District origin, in the possession of the District, or to which the District has access, which have not been called to the teacher's attention in writing shall not be used to adversely affect the continued employment, transfer, salary, or assignment to extra pay for extra duty assignments.

14-3-1 Any observation, incident, or behavior that results in an unsatisfactory rating in an evaluation or a direction for change in an evaluation must be brought to the

employee's attention in writing through a separate document, which shall not include the notice of investigatory meeting or notice of on-going investigation, within twenty (20) Days.

14-4 Upon request, the teacher shall be given, within a reasonable time, access to the teacher's file, excluding any pre-employment documents. Upon request, any teacher shall be furnished a reproduction of any material in the teacher's file at a cost of ten cents per page, not more than one time per year, unless requested by the association.

14-5 Any time after a period of three (3) years and one (1) day from issuance, any written report, comment, reprimand, or other document, excluding evaluations, placed in any teacher's file shall be removed upon written request of that teacher.

## ARTICLE 15
## MEDICAL SERVICES

15-1 The School District agrees to pay the cost of periodic x-rays or other medically accepted TB tests required for School District employment when administered by the Clark County Health Department.

15-2 The School District further agrees to provide to teachers, free of charge, routine immunizations and booster vaccinations for smallpox, influenza, and diphtheria.

## ARTICLE 16
## EXTENDED LEAVES OF ABSENCE

16-1 The school trustees agree that a maximum of four (4) teachers shall, upon request, be granted a leave of absence without pay for the purpose of serving in an elected or appointed office of the Association or another Association with which it is affiliated. To be eligible for leave the employee must have completed two (2) full years under contract with the School District. Such leave is granted for no less than one (1) full contractual year.

16-2 A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, and is a full-time participant in these programs. To be eligible for leave, the teacher must have completed two (2) full years under contract with the School District. (Administrative Regulation "Peace Corps, VISTA, Teacher Corps Leave: All Employees")

16-3 A teacher may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university. To be eligible for leave, the employee must have completed two (2) full years under contract with the School District. (Administrative Regulation "Leave for Instructional or Consultant Services: All Employees").

16-4 Employees who are members of any Reserve Unit of the Armed Forces of the United States or the National Guard who are ordered to active duty, or who are drafted, or who enlist as an alternative to being drafted, shall be granted military leave of absence without pay, except under conditions outlined in Article l7-1-3. Employees who voluntarily request active duty or re-enlist are not eligible for a military leave of absence. Employees must have reported and must have begun service with the School District in fulfillment of their contract to be eligible for a military leave of absence. (Administrative Regulation "Military Leave: All Employees")

16-5 Upon the recommendation of the personnel officer, employee necessity leaves of absence may be granted to eligible employees by the Board of School Trustees for a period not to exceed one (1) year, where employees have identified a personal or family situation which

will require the release of the employee from his/her contractual responsibilities. (Administrative Regulation "Employee Necessity Leave of Absence - All Employees")

16-6 Any teacher adopting a minor child shall receive, upon request, and with proper documentation, either sick leave or an employee necessity leave, which shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements for the adoption.

16-7 A leave of absence without pay for one (1) year (Administrative Regulation "Employee Necessity Leave of Absence - All Employees") shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the school trustees.

16-8 Leaves of absence without pay for study or other professional improvement may be granted to eligible employees by the school trustees. To be eligible for such leave, the employee must have completed two (2) full years with the School District. (Administrative Regulation "Professional Leave: All Employees")

16-9 Other leaves of absence without pay may be granted by the school trustees.

16-10 Upon return from leave granted pursuant to paragraphs 16-1, 16-2, 16-3, 16-4 or 16-8 of this Article, a teacher shall be considered as if he or she were actively employed by the school trustees during the leave and shall be placed on the salary schedule at the level he or she would have achieved if the teacher had not been absent. Pursuant to Paragraph 16-8, teachers must meet the requirement as outlined in the administrative regulation entitled "Professional Leave - All Employees" in order to receive increment credit on the salary schedule. Employees, while on one of the above-mentioned leaves, may continue to participate in the Trust program at the employee's expense. Employees, while on any of the above-mentioned leaves, are not eligible to receive sick leave or retirement credit. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Paragraphs 16-5, 16-6, 16-7, and 16-14 of this Article.

16-11 All benefits to which teachers were entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to those teachers granted leave pursuant to this Article upon his/her return, and he/she shall be assigned to the same position which was held at the time said leave commenced, if available. If the same position is not available, the teacher shall be assigned to as near an equivalent position as is available at the time of return. Teachers returning from such leave shall notify the School District prior to April 1 of the prior school year of their intent to return.

16-12 A teacher granted adoption leave, or leave to care for a sick member of the teacher's immediate family, may request to be returned to active teaching status in writing to the Human Resources Division if the teacher wishes to return sooner than the time for which the leave was granted. The Human Resources Division will return the teacher to active status when a vacancy occurs for which the teacher is qualified.

16-13 All leaves and extensions or renewals of leaves shall be applied for and granted in writing.

16-14 A leave of absence without pay for a period not to exceed one (1) year may be granted to any teacher who wishes to pursue employment that is directly related to his/her school assignment or certification(s). The leave granted under this Article shall be to allow the instructor to improve practical skills and knowledge regarding current work procedures, technology, and innovations in the field for which he/she is certified to teach. To be eligible for the "work" leave, the teacher must have completed seven (7) full years of continuous service under contract with the District. This leave may not be extended. This leave may be granted only once every seven (7) years. The board may, at its discretion, limit the areas

and/or the number of leaves granted annually and may deny any such leaves when determined to be detrimental to the instructional program of the District.

16-15 All of the above leaves of absence are subject to the administrative requirements regarding requests for and/or approval of such leaves, which are set forth in the policies or administrative regulations of the School District.

## ARTICLE 17
## TEMPORARY LEAVES OF ABSENCE

17-1 For each separate school year covered by the term of this Agreement, teachers shall be entitled to the following temporary non-accumulated leaves of absence with regular rate of pay each school year.

17-1-1 With the approval of the principal and superintendent, leave with pay will be granted for the purpose of attending professional association meetings, conferences, delegate assemblies, conventions, training for CCEA union business, or for the purpose of visiting other schools for the sole purpose of viewing a new or unique educational program at that school. This would include the traditional approval of at least two hundred fifty (250) school days for association representatives to attend meetings, conferences, or conventions. No individual shall be granted approval for more than ten (10) days of the two hundred fifty (250) school days allocated for association representatives.

17-1-1-1 A licensed employee who utilizes this provision shall continue to be paid at the employee's daily rate of pay.

17-1-1-2 No more than $100,000.00 per year of the Agreement shall be expended on release time for such licensed employees.

17-1-1-3 The Association shall reimburse the District at the substitute daily rate of pay plus other legally required contributions as these days are used.

17-1-2 The Association shall reimburse the School District the substitute daily rate of pay for a maximum of two (2) teachers required to appear at hearings of the Local Government Employee-Management Relations Board, grievance arbitration hearings, fact-finding hearings, or any court appeal relating to any such hearings which are initiated by the Association. The Association shall reimburse the District the daily rate of pay for any additional teachers over and above the maximum of two (2) required to appear at the hearings. The maximum of two (2) teachers required to appear shall be limited to the same two (2) teachers appearing during the duration of the hearing. The Association shall reimburse the District the cost of providing substitutes for teachers required by the Association to appear at hearings described in this Subsection when such hearings are initiated by the District. This provision shall not apply to any teacher subpoenaed to appear in any civil case in which that teacher has a direct interest not arising from their role as an employee of the District.

17-1-3 Members of reserve units of the Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of ten (10) days or less shall receive their regular rates of pay for this period of time. However, they will be required to surrender payment received for military service while on active duty, exclusive of pay received for meals, transportation, and lodging. This provision applies only to emergency situations and does not apply to active-duty assignments to summer encampments, schools, or classes normally required of members of the National Guard or Reserve Military Units.

17-1-4 Teachers who are active members of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, or the Nevada National Guard must be relieved from his duties, upon request, to serve under orders without loss of his regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. No such absence may be a part of the employee's annual vacation provided for by law.

17-1-5 A teacher who is elected to serve in a statewide elected position for no longer than 120 days shall be granted a temporary leave of absence. At the expiration of the leave of absence, the teacher will be returned to the position the teacher left. Additionally, retroactive to 1995, the teacher shall return under the same provisions as outlined in Article 16-10.

17-1-6 Other leaves of absence with pay permissible by law may be granted by the school trustees.

17-1-7 If school is in session at the expiration of a temporary leave of absence, the employee may be returned to the position that the teacher left, if it is available, or to any position filled by a substitute teacher for which they are licensed.

17-1-8 In the event that a teacher testifies as a result of a lawfully issued subpoena in a criminal matter, the District shall grant a leave of absence under the above conditions; and the teacher shall reimburse the District any amount received for jury or witness fees, up to the amount of the teacher's daily rate of pay for the period of absence. The teacher shall retain any amount received for mileage/travel expenses.

17-2 Leaves taken pursuant to Article 17-1 above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE 18
## SICK LEAVE

18-1 Sick leave is paid leave that is granted an employee by this Agreement who is unavoidably absent because of personal illness or accident, or because of serious illness or accident in the immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set forth below.

18-2 Employees who receive a paycheck for the September 25 pay distribution shall be credited with and may use up to six (6) days of sick leave at the beginning of the school year, which are earned at 1.5 days per month for a maximum of ten (10) months, not to exceed fifteen (15) days. However, an employee must report to the teaching assignment as required by the contract in order to have sick leave credited. In the event an employee does not complete the number of days required by contract, the number of sick days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating employee is computed. Employees who begin service later in the school year shall be credited with the number of days sick leave that may be earned at the rate of 1.5 days for each month of service that may be completed by the end of the school year.

18-3 Unused sick leave shall be accumulated from year to year without limit.

18-4 Absence due to sick leave will be compensated leave only to the extent the employee has earned or accrued sick leave in accordance with the above provisions.

18-5 In no case will absences due to sick leave during summer school or the summer months be paid except for those employees of schools for which the summer months constitute part of

the regular school year. In the latter situation, the employees will be paid for sick leave absences in accordance with the above provisions.

18-6 If a review of sick leave usage indicates that an employee's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the District shall have the right to review the usage of such leave. The District, at the District's expense, may require an employee to have a physical examination from a physician of the District's choice from a list of qualified physicians licensed to practice in the State of Nevada or at the option of the District to submit a written certificate from a physician of the employee's choice confirming the necessity of an absence due to illness. The District has the right to make any inquiries that would be applicable when abuse of sick leave is suspected.

If an employee disagrees with the decision of the Chief Human Resources Officer, or designee, the employee may grieve the decision under Article 4, Grievance and Arbitration Procedures.

18-7 Any employee who misuses sick leave shall be subject to disciplinary action. Any dispute regarding such disciplinary action shall be subject to the provisions of Article 4, Grievance and Arbitration Procedure.

18-7-1 Misuse of sick leave above includes universal personal leave, as provided in this paragraph, and bereavement leave taken in accordance with this Article. The District shall have the right to request verification from employees who utilize sick leave, bereavement leave, and who utilize universal personal leave in emergency situations, or in which four (4) days' notice is not given. In order to utilize a universal personal leave day, an employee must have an accrued day of sick leave to charge against the universal personal leave day. Utilization of a universal personal leave day when an employee does not have an accrued day of sick leave constitutes abuse of sick leave, and in such instances, the District has the right to make any inquiries that would be applicable, such as when an abuse of sick leave is suspected.

18-8 Upon retirement or death, a teacher who has been employed by the Clark County School District for at least ten (10) consecutive years shall be compensated for unused sick leave by the District no later than December 15 of the next fiscal year at a rate determined on an annual basis as follows:

18-8-1 The term "Retirement" shall apply only to those teachers who terminate and receive benefits from the Public Employees Retirement System.

18-8-2 Compensation for unused sick leave is limited to a maximum of one hundred (100) days per qualifying employee.

18-8-3 The District shall allocate the sum of $196,197.24 to calculate the rate of pay for each unused day of sick leave. This amount shall be increased in the same percentage amount granted as general salary increases as a result of future negotiations.

18-8-4 The annual sum as determined in Article 18-8-3 will be divided by the total number of eligible unused sick days allowed in Article 18-8-2 for all eligible employees as defined in Article 18-8-1 to yield a daily unused sick leave rate. Each eligible employee will be paid the daily unused sick leave rate for each day of eligible unused sick leave pursuant to this Article.

18-8-5 The District will provide to the Association an accounting of payments made pursuant to this Article no later than December 30 of each year.

18-9 Employees covered by this Agreement whose accumulated service time in the Nevada Public Employees Retirement System (PERS) will be at least 29 years but less than 30 years by August 31, and have been employed as a teacher for at least fifteen (15) years with the District may at their sole option elect to terminate their employment with the District and, in exchange for such termination to take place not later than August 31, except for "Y" status employees for which the final date of termination is July 31, but no earlier than at the conclusion of their current contract year, the District shall provide an incentive as follows:

18-9-1 The District will purchase up to one (1) year of PERS service, total service including such purchase not to exceed thirty (30) years, and the employee must have at least one hundred (100) days of accumulated unused sick leave as of August 31 of the year in which they intend to retire with the District.

18-9-2 Any PERS credit received pursuant to the 1/5 credit provisions of NRS 391.165 as it existed on June 30, 2007 will not be used in calculating the years of service; thus an employee who receives any PERS credit pursuant to NRS 391.165 as it existed on June 30, 2007 may exceed the 30 years and qualify for the benefits allowed in Article 18-9.

18-9-3 Half-time employees are only entitled to half of the incentive.

18-9-4 The incentive set forth under this section may be elected by employees between July 1 and July 15 only. In order to be eligible, employees must complete their contract for the relevant school year.

18-9-5 Article 18-9 is effective for the current contract and may be renewed at the option of the District. The parties agree to discuss this in the future.

18-9-6 Any employee who is elected to receive an early retirement incentive under District Regulation 4370 is not eligible to receive any purchase of PERS service under this contract.

In order to qualify for District participation in the purchase of retirement service credit, an employee must meet the criteria and follow the procedures stated below:

1. The individual must be a Clark County School District employee at the time the application to purchase retirement service credit is made.

2. The employee resignation, the procedures for the early retirement incentive option, and/or the insurance incentive declaration option must be completed no later than April 30 and at least three (3) months prior to the effective date of retirement from the District. Further, the effective date of retirement from the District cannot be later than December 31 of that calendar year. In order for an employee to take advantage of this Option Two retirement program, the employee must begin receiving benefits within thirty-six (36) months of the last day of employment.

3. Employees requesting early retirement benefits must have completed a minimum of fifteen (15) years of tenure with the Clark County School District and a maximum of twenty-nine (29) years of service.

4. To determine the buy-out contribution, the District will contribute the current prevailing actuarial contribution rate for regular members under the employer pay contribution plan.

5. Article 18-9-6 may be implemented, extended, or modified, any time at the sole discretion of the District. This Article is not subject to the grievance and arbitration procedures.

18-10 Maternity/Paternity/Adoption Leave

18-10-1 Maternity/paternity/adoption leave may be granted to teachers. Leave of absence for maternity/paternity/adoption must be applied for not later than sixty (60) calendar days prior to the expected date of delivery, and if possible, notice shall be given before the anticipated placement date of an adopted child. Upon written request of the teacher for paternity/adoption and written approval of the teacher's attending physician for maternity, the District may return the teacher to active status prior to expiration of the leave. At the expiration of the leave, the teacher must return to active duty, apply for and be approved for a leave of absence, or resign.

18-10-2 Teachers who become pregnant may continue to perform their assignments until:

a. the teacher requests relief from assigned duties, or

b. the District determines that the teacher's condition prevents the teacher from carrying out the essential functions of the job.

18-10-3 A teacher shall be granted maternity/paternity/adoption leave not to exceed six (6) calendar weeks immediately surrounding the birth or placement of the child. The teacher will have the option of charging any and all maternity/paternity/adoption leave to accrued sick leave or, if accrued sick leave is not sufficient, leave may be taken without pay.

18-10-4 Where both parents of a newborn or newly adopted child are employees of the school district, the total combined sick leave available to both employees for purposes of Article 18-10-3 shall not exceed six (6) weeks.

18-11 Sick Leave Pool

18-11-1 Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The committee shall be composed of an equal number of members appointed by the Association and the District and will develop procedures for the operation of the Pool.

18-11-2 Sick Leave Pool

1. Pool participants must have a minimum of six (6) days of accrued sick leave.

2. When the requirements set forth in this section and any others established by the committee have been met, the participant shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.

3. Each participant may, during the period September 1 to September 30, or May 1 to May 31, which shall be the "window" periods established to contribute to the Pool, contribute one (1) day of earned sick leave to the Sick Leave Pool.

If the Pool fails to become operable, any participant who contributed one (1) day, within the window period, to the Sick Leave Pool shall have it returned to the participant's account.

4. The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.

5. The following minimum requirements for the operation of the Pool shall apply:

   a. No participant shall be eligible for more than one hundred (100) days during any one school year.

   b. No participant shall be eligible to access the Pool until all accrued sick leave and personal leave has been exhausted.

   c. No participant shall be eligible to utilize the Pool until the participant has been absent for at least ten (10) consecutive days.

   d. Access to the Pool shall be applicable only to the catastrophic injury or illness of the participant.

   e. Participants applying for days from the Pool must submit an application, which must include justification for the leave and a certificate from a physician. The Committee can require a second medical opinion from a physician selected by the Committee to be paid for by the participant.

   f. Participants who are determined to have abused use of Pool days will reimburse the days drawn from the Pool and will be subject to disciplinary action in accordance with the provisions of this Article.

   g. Any participant utilizing days from the Pool shall not be required to reimburse those days except as a regular contributing participant.

   h. In the event the operation of the Sick Leave Pool is more expensive than anticipated by the District, the District may discontinue operation of the Pool upon thirty (30) days written notice to the Association.

## ARTICLE 19
## BEREAVEMENT LEAVE

19-1 Leave with full pay shall be allowed for three (3) days for each period of bereavement or absence due to death in the immediate family of the employee and must be used for that purpose. Two (2) additional days with full pay may be approved by the employee's supervisor. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) days. Bereavement leave shall be deducted from sick leave. For purposes of Article 19, the term "Immediate Family" shall be defined as per Article 1-11.

## ARTICLE 20
## PERSONAL LEAVE

20-1 All licensed employees will qualify for one day of universal leave. This universal day will be deducted from accrued sick leave but not counted against sick day usage for earned personal leave. Earned personal leave as defined herein may only be granted to those employees who qualify for such leave in accordance with the provisions of 20-2.

20-2 Employees who in the prior school year completed their contracts and who commenced their contracts by October 1 of the prior school year and who used five (5) days or less sick leave exclusive of universal and bereavement leave (in the prior school year) through July 31 of the current contract year shall be entitled to two (2) days earned personal leave with pay. Employees who in the prior school year completed their contracts, who commenced their contracts by October 1 of the prior school year, and who use no sick leave exclusive of universal, personal, and bereavement leave through July 31 in the prior school year shall be entitled to a total of four (4) days earned personal leave with pay. Employees who in the prior school year used more than five (5) days sick leave exclusive of universal, personal and bereavement leave, are not entitled to earned personal leave. Earned personal leave shall be in addition to the day of universal leave.

Teachers who are on contracts which include add-on days that total two hundred and fourteen (214) days or more and who use six (6) days or less of sick leave exclusive of universal, personal, and bereavement leave (in the prior school year) through July 31 of the current contract year shall be entitled to the two (2) days earned personal leave with pay as provided for above.

20-3 Universal leave in accordance with 20-1 and limited by 20-4 and earned personal leave, in accordance with 20-2 above, limited by 20-4 and 20-5, shall be granted to employees without any limitation on the purpose for the use of such days.

20-4 Employees shall notify their immediate supervisor of the intended use of a day's universal and/or earned personal leave at least four (4) days prior to the date to be used, except in cases of personal emergencies. In the latter case, notice should be given as early as possible.

20-5 Earned personal leave shall not be taken during the first five (5) days and the Friday before Labor Day, or the Tuesday and Wednesday following Labor Day that licensed employees are required to be on duty or the last five (5) days licensed employees are required to be on duty, as well as the Thursday and Friday preceding the last day of school, except in cases of emergency or graduation of a member of the licensed employee's immediate family from school, college, or university.

20-6 Licensed employees may elect to buy out earned personal leave at the daily rate of pay for a short-term substitute teacher in lieu thereof. Earned personal leave days not used by the end of a licensed employee's school year shall be purchased by the District and may not be accumulated.

20-7 Licensed employees may elect to buy out universal personal leave at the daily rate of pay for a short-term substitute teacher in lieu thereof. Universal personal leave days not used by the end of a licensed employee's school year shall be purchased by the District and may not be accumulated.

20-8 Any personal leave day provided for by this Agreement which is used by July 31 shall be charged to the current school year for calculation of personal leave days.

## ARTICLE 21
## WORK YEAR

21-1 The work year of the teachers covered by the classroom teacher salary schedule (other than new personnel who may be required to attend five (5) additional orientation days) shall consist of not more than one hundred and eighty-four (184) school days and shall be distributed according to the calendar determined and officially adopted by the Board of School Trustees. Two (2) of the five (5) above-mentioned days shall be set aside for routine personnel functions and association business, but may not compel association membership. Teachers shall be provided a block of time of at least one day before classes begin to prepare their classroom/work area for the school year. Teachers assigned to a year-round schedule may be required to work the equivalent number of days as calculated in minutes.

21-2 Notwithstanding the provisions of 21-1 above, teachers who are assigned to a year-round school may be required to work additional days beyond those provided for in 21-1 above. The assignment of such additional days shall be determined by the year-round school calendar for the particular teacher's attendance cycle. The teachers assigned to work additional days at a year-round school beyond the one hundred and eighty-four (184) or equivalent school days provided for in 21-1 shall be compensated at their daily rate for each day worked beyond the one hundred and eighty-four (184) school days.

21-3 For the purpose of 21-2 above, a teacher's daily rate of pay shall be the teacher's annual salary as reflected on the teacher salary schedule divided by the number of contract days of service.

21-4 The work year shall meet the criteria established by Nevada Statutes. The teacher work year shall consist of no more than one hundred and eighty-four (184) or equivalent school days as provided for in 21-1.

21-4-1 The work year shall begin no earlier than the first Monday in August and shall end in accordance with the calendar adopted by the Board of School Trustees.

This section does not apply to early reporting dates for employees (such as, but not limited to, counselors, librarians, and in-service participants) who are required to report prior to the official first day, nor does it apply to new hires.

21-4-2 The work year shall end no later than the second Friday in June. The school year shall end at the completion date specified in the individual contracts. The school year for teachers assigned to year-round schools shall end in accordance with the calendar adopted by the Board of School Trustees.

21-4-3 Consideration shall be given for teacher attendance at university summer sessions. Such consideration shall not be construed as to dictate school starting times nor school ending times.

21-4-4 The work year shall include all state-approved holidays.

21-4-5 The work year shall include the winter, Thanksgiving, and spring breaks as adopted through the school calendar by the Board of School Trustees.

21-5 Up to five (5) professional development days are currently allowed if approved by the State Superintendent of Public Instruction. The current contract day is seven hours and eleven minutes for licensed staff (431 minutes).

21-6 Teachers on extended or add-on days contracts must complete the number of days of work specified in their individual contract. In order not to exceed the number of contracted days, time-out days may be taken during the school year with the approval of the principal. Add-on days contracts are at the discretion of the District.

21-7 The principal shall have the right to permit a modification of the calendar year for school facilitators. Agreements shall be reduced to writing.

## ARTICLE 22
## HOURS OF WORK

22-1 Classroom teachers covered by this Agreement shall be required to work at the school premises a regular workday of seven (7) hours and eleven (11) minutes, including the duty-free lunch period provided below (the workday). This is not applicable to teachers whose work year is less than one hundred and eighty-four (184) days as provided for in Article 21-1. The daily starting and departure time for classroom teachers shall be set in each school by the principal, subject to any limitations due to transportation, enrollment, or other aspects of the student day. Except in cases of temporary changes necessitated by emergencies, the principal shall seek the advice of the Teacher Advisory Council regarding any revision in the daily schedule. The principal shall seek the advice of the Teacher Advisory Council regarding any revision to the daily starting and departure times for teachers once they have been set. Individual teacher schedules, within the established starting and departure times, may be revised by the principal without seeking the advice of the Teacher Advisory Council.

22-2 During each workday, classroom teachers referred to in 22-1 above shall be granted a duty-free lunch period of thirty (30) minutes. This duty-free lunch period will not be interrupted except when emergencies make it necessary to alter a teacher's assignment or special events as determined by the Teacher Advisory Council, if one exists at the school, in conjunction with the principal, alter the foregoing. The School District will continue to allow elementary teachers to combine classes during student recess periods to a level approved by the principal in order to provide a break for teachers on as many days as possible.

22-3 The principal shall have the authority to permit divergence by teachers within the workday.

22-4 Assignments of classroom teachers of the bargaining unit during their workday to lunch duty, yard or playground duty, hall duty, and other functions, such as nonpaying extracurricular assignments outside their workday, shall be determined by the principal with the advice of the Teacher Advisory Council, if one exists at the school.

22-5 It is recognized that certain meetings for educational, not extra-curricular, activities may be scheduled to extend beyond the day without additional compensation for the purposes listed below:

22-5-1 Attendance at general faculty meetings.

22-5-2 Special meetings may be called by the superintendent or school principal. It is agreed, however, that there shall be no more than three (3) such meetings per school year. Five (5) working days' notice shall be given.

22-6 Individual parent conferences which exceed the workday may be scheduled at the mutual convenience of both teacher and parent. When this is not successful, the principal shall schedule the conference at an appropriate time.

22-7 Non-paying extracurricular assignments exceeding the workday may be made when volunteers are not available. Involuntary assignments shall be made on an equitable basis. Every reasonable attempt shall be made to give at least ten (10) working days notice.

22-8 When a teacher specialist is in charge of the entire student class of a regularly assigned classroom teacher, the regularly assigned classroom teacher may, with the permission of the principal, leave the classroom and use that time for professional purposes. The principal shall not unreasonably withhold such permission from the requesting teacher.

22-9 Travel time of any teacher required to travel during the normal school day shall be considered as a part of such teacher's teaching day.

22-10 The provisions of 22-1 through 22-9 above relate to the time classroom teachers and other employees covered by this Agreement are required to remain at the school premises where their primary functions are performed. It is further recognized by the parties that all employees covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the employees covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation except as otherwise provided by specific provisions of this Agreement.

22-11 It is the intent of the District that the time added to the teachers' workday beyond the seven (7) hours shall be implemented with the start of the 1990-91 contracted school year and shall be used to increase existing periods at the secondary level and subject areas at the elementary level.

## ARTICLE 23
## NO STRIKES/WORK STOPPAGES

23-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.

23-2 It is hereby agreed by the School District that there will be no lock-out of employees during the term of this Agreement.

## ARTICLE 24
## GENERAL SAVINGS CLAUSE

24-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

## ARTICLE 25
## TEACHERS' CONTRACT OF EMPLOYMENT

25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

## 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 shall be effective on July 1, 2025 (Table 1).

b. Contact units earned for participation in designated coursework or professional development, in accordance with the September 1, 2023, PGS Reference Guide (see addendum).

c. Professional Salary Table Column: On the PST, the columns across which those who earn contact units advance.

d. Professional Salary Table Step: On the PST, the steps by which those who earn service credit advance.

e. PGS Advisory Panel (made up of representatives from CCSD and CCEA): The panel which will hear disputes related to the interpretation and implementation of the PGS advancement process.

f. 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 Article 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 consecutive, or combined, if the employee 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 movement 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 agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

a. The licensed employee remains working in a Title 1, Tier 1, or Title I, Tier 2 school for the two years while completing 225 contact units and;

b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, 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 Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 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 Title 1, 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 Master Practitioner and Leader Pathway and Employees Who Transfer to New Positions

a. Eligibility: Educators applying for participation in the Master Practitioner and Leader Pathway (MPLP) are required to have earned a Master's Degree, National Board Certification, or have completed five years of teaching experience. Additionally, all applicants must be post-probationary and can demonstrate two years of effective or highly effective evaluations.

b. Selection: Educator participation is determined through a jointly created selection process.

c. Size of Pool: Two cohorts will be offered annually with no more than twenty-five educators in each cohort participating for a total of 50 potential participating educators.

d. Population: The eligibility and selection of the MPLP candidates will be contingent upon current and maintained placement in chronically underperforming schools as annually defined by the Parties, unless no position is available within the candidate's licensure.

e. Required to Attain: Once selected, each candidate will be required to complete a four-year program. Failure to complete may result in candidates being dropped from the program. During each year, candidates will be expected to complete coursework, portfolios, and micro-credentials in the areas of high-leverage instructional practices, intentional coaching, student and staff culture, family and community partnerships, and transforming school-wide practices, as assigned. Candidates understand that expectations and assignments may change over the course of the program.

f. Upon completion, the licensed employee shall be awarded the status of Master Practitioner and shall advance one column movement plus two steps, unless the salary schedule is modified and agreed upon by the parties.

g. Activities completed for the MPLP may not be utilized for the accrual of contact units for a column advancement under Article 26-2-1 or Article 26-2-2 unless the candidate fails to complete the MPLP. Candidates who fail to complete the MPLP may utilize activities completed for the MPLP for the accrual of contact units after their participation in the program ends.

h. Nothing in this agreement will prevent or delay an educator from utilizing contact units accrued from activities outside of the MPLP to receive a column advancement pursuant to the terms of Article 26-2-1 or 26-2-2 of this Agreement.

i. Licensed employees who transfer to the following positions that require a master's degree or doctorate shall be provided with a new placement on the PST in accordance with Article 26-8:

Audiologist
Counselor
School Mental Health Professional
School Psychologist
Social Worker
Speech Language Pathologist

The School District, in its sole discretion, may decide to adjust the salary of current licensed employees who previously transferred to one of these positions. The School District shall determine the effective date of any such adjustment with no retroactive application.

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 the PGS Advisory Panel. The appeal form shall 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 addressed through the grievance and arbitration process.

d. 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), the licensed employee 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 PGS Advisory 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 Article 26-2-1, they are only eligible to move one step for each school year. However, a licensed employee hired after January 31, who has no previous teaching experience recognized by the School District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing 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 Article 26-5 of this Agreement.

26-2-7 The parties agree that the District will pay a column advancement for every employee who has completed their PGS requirements of meeting the 225 CUs per Article 26 of the CBA for each year of the contract (2025-2026 and 2026-2027). The effective date of the column advancement shall be the first pay period of each school year for that employee pursuant to their contract. The parties recognize that during the term of this agreement only, funding for column advancements comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.

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 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 Article 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.

CUs may be earned only as provided in the PGS Reference Guide, which the parties agree to update and revise as soon as possible. The update and revisions may include additional requirements for earning CUs, including but not limited to a pre-approved professional growth plan and more stringent requirements to ensure knowledge acquisition and improvement in performance.

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 for 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 Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the professional salary schedule. Employees in at-risk schools, as identified in Article 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 Article 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.

26-5 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, 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

26-6 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience, shall be on Column 1, Step A.

26-7 If a licensed employee has previously worked for School District within the past three school years, the employee will be placed on the PST step closest to, but not less than, the employee's previous licensed base salary with School District.

26-8 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years shall be placed on the PST as follows.

26-8-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST.

26-8-2 Placement of an experienced licensed employee new to the District who has 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.

26-8-3 When determining such placement, the following provisions shall be in effect:

26-8-3-1 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 the licensed employee with professional growth credit for placement on the PST 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 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.

26-8-3-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year, he/she worked, or the class or classes the employee was notified would be taught in the subsequent school year.

26-8-3-3 "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.

26-8-3-4 "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.

26-8-3-5 "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.

26-8-3-6 With the exception of Article 26-8-3-1 (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.

26-8-3-7 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.

26-8-3-8 Non-educational, "professional" degrees such as doctors of chiropractice, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA, and similar degrees shall be awarded degree class placement on the

licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.

26-8-3-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency, as determined by that state's licensing regulations, shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 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.

26-9 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.

26-10 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.

26-11 Newly hired licensed school nurses shall be placed on the PST in accordance with Section 26-7 or 26-8, whichever is applicable. Newly-hired licensed school nurses shall be eligible for compensation on the Differentiated Salary Schedule after one (1) year of employment.

Licensed employees who teach a CTE Business and Industry Certified Nursing Assistant course shall be placed on PST in the same manner as licensed school nurses. Any licensed employee who currently teaches a CTE Business and Industry Certified Nursing Assistant Course shall have his/her salary adjusted accordingly.

26-12 Newly hired employees who possess an earned specialist degree will be placed on the PST in accordance with Article 26-8 and the following provisions:

26-12-1 Any school psychologist who completes (a) a specialist degree or (b) 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 on the PST in accordance with Section 26-6 or 26-8, whichever is applicable.

26-13 School District support professionals who are hired as licensed employees within one (1) year of resignation or retirement from service as a School District support professional shall be placed in the greater of:

(1) If the former support professional earned a Master's Degree or Doctorate in order to attain Nevada teacher licensure, the employee shall be placed on the PST column commensurate with his/her degree, and the School District shall recognize up to a maximum of three (3) years' experience as a School District support professional for salary placement; or

(2) On the PST step closest to, but not less than, the employee's support professional previous base salary, annualized to full-time if less than 12-month employees.

26-14 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the PST in accordance with Article 26-8.

26-15 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 Article 26-7 or Article 26-8, as applicable, utilizing the instructor's previous base salary.

26-16 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 be placed on the PST in accordance with Article 26-8 and the following: 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.

26-17 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-7 through Article 26-16.

26-18 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. 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 may request to assume the full contract or to 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 surplused, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplused, 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 surplused, 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 surplused 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 surplused, 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 surplused (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 surplused 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:

a. May only seek a half-time position in Voluntary Transfer.
b. May only select a half-time position in Involuntary Transfer.

26-19 Differential Pay for Hard-to-Fill High-Vacancy Teaching Positions:

26-19-1 For the 2025-2026 School Year, as determined by the vacancy rates existing as of March 31, 2025, (and March 31, 2026, for the 2026-2027 School Year), licensed employees in Title I schools that have the following vacancy rates shall be eligible for additional compensation, contingent upon funding from AB 398, in the amount of $5,000 in addition to their base pay:

a. For elementary schools, a vacancy rate of ten (10%) or higher.
b. For middle schools, a vacancy rate of twelve (12%) or higher.
c. For high schools, a vacancy rate of fifteen (15%) or higher.

26-19-2 To receive this additional compensation, a licensed employee who works at a Title I school that meets the vacancy threshold pursuant to Article 26-19-1 must be a classroom teacher or spend a majority of their assigned duties teaching students in a classroom.

26-19-3 If a given school has used a substitute to temporarily fill an FTE licensed employee position, that position shall be designated as vacant and will count towards the vacancy percentage calculation of that school.

26-19-4 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non-self contained classroom.

26-19-5 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom.

26-19-6 For the 2025-2026 School Year, if a teacher, who spends the majority of their assigned duties teaching students in a classroom, teaches at a Title I school that does not meet the above vacancy threshold, they will still be eligible for the additional compensation of $5,000 if they teach in the following hard to fill subjects, and if such subjects are suffering from a critical labor shortage:

a. English Language Arts
b. Mathematics
c. Science
d. Special Education

The parties shall determine which of the above subjects, if any, qualify as critical labor shortage positions.

26-19-7 For the 2026-2027 School Year, Articles 26-19-1 through 26-19-6 shall apply.

26-20 The Parties also agree that the District will pay a step increase in each year of the contract (2025-2026 and 2026-2027) for every eligible employee of the bargaining unit. Effective date of the step increases shall be on the first pay period of each school year (2025-2026 and 2026-2027) for that employee pursuant to their contract. First-year employees are not eligible for a step increase in their first year. The parties recognize that, during the term of this agreement only, funding for step increases comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.

26-21 Licensed employees whose most recent licensed contract was as a CCSD School District administrator shall be placed on the PST utilizing Article 26-8 and the following provisions:

26-21-1 If the former administrator is assigned to a classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved two (2) columns to the left and two (2) steps up.

26-21-2 If the former administrator is assigned to a non-classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved four (4) columns to the left.

26-21-3 If and whenever a former administrator leaves a classroom position and is assigned to a non-classroom position, his/her salary will be adjusted according to Article 26-21-2.

26-21-4 Current licensed employees who were former CCSD School District administrators shall have their salaries adjusted pursuant to this Article 26-21. Any adjusted salaries will take effect on the first pay period of the 2025-2026 contract year with no retroactive application.

26-22 Licensed employees whose most recent teaching experience was for another country and paid in that country's currency shall be placed on the PST utilizing Article 26.8.

26-23 Licensed employees who are special education case managers with a ninety-five percent (95%) compliance rate on their IEPs will be compensated for two (2) additional days of pay at their contractual rate of pay at the conclusion of each semester (which is not PERS sensitive). Licensed employees shall receive no more than four (4) additional days of pay for the completion of their IEPs each school year.

26-24 Beginning July 1, 2022, CCSD will offer all Licensed employees assigned to a Tier-1 school an opportunity to achieve their TESL/ELAD endorsement. CCSD will pay for the cost of the TESL/ELAD endorsement for the licensed educators referenced in this article. Beginning on July 1, 2025, the amount of reimbursement for the endorsement will be capped at $2,500.

26-25 The Differentiated Salary Program for Other Licensed Professionals is detailed in the below table.

26-26 Salary Review and Adjustment Process

26-26-1 A Salary Review and Adjustment Process ("SRAP") will take place during the term of this Agreement.

26-26-2 The School District shall have sole discretion to determine how many salary adjustments are made pursuant to the SRAP.

26-26-3 There shall be no retroactive implementation of any salary adjustment made pursuant to the SRAP.

26-26-4 There are two groups of licensed employees who may request a salary review pursuant to the SRAP:

a. Licensed employees who were negatively affected by the compaction of salaries due to the June 2022 MOA that modified the first column of the PST.

b. Current licensed employees who were not placed on the February 1, 2024, salary table based upon experience and education.

26-26-5 Only licensed employees who provide the necessary evidence and documentation to demonstrate that they qualify for a salary adjustment will be eligible for a salary adjustment. The following documentation is required to be considered for a salary review and adjustment:

a. CCSD Offer of Employment Letter and/or a CCSD Salary Progression Report;

b. All licenses and endorsements from any state in which the licensed employee taught;

c. Proof of educational attainment from an accredited institution with unofficial or official University transcripts that must include:
   i. Major or primary area of focus
   ii. degree awarded; and
   iii. degree conferral date.

d. Educational degrees and college credits pertinent to the subject matter the licensed employee currently teaches.

e. Proof of years of experience.

i. When the salary schedule changed in 2015-2016, some licensed employees may not have received full credit for their experience due to the caps on steps on the previous salary schedule. Any such prior experience shall not be considered in calculating experience in the SRAP.

26-26-6 Salary Review and Adjustment Process:

a. A licensed employee who wants to have his/her salary placement reviewed must submit a request to the Association. Licensed employees who have already submitted the required documentation to the Association are not required to resubmit a request for review.

b. Licensed employees must submit the required documentation to the Association prior to October 1, 2025. If a licensed employee fails to submit the required documentation by this deadline, he/she shall not be eligible for a salary adjustment during the 2025-2026 contract year.

c. The Association shall review each licensed employee's required documentation to determine if he/she meets the criteria to be eligible for a salary adjustment. This determination must be agreed upon by the School District.

d. All licensed employees who request a review shall be notified of the results. All reviews and results are final and not subject to appeal or the grievance procedure.

26-26-7 The School District shall grant salary adjustments to eligible licensed employees based on district-wide seniority in the following order up to a maximum cost of $10 million for fiscal year 2026:

a. Licensed Employees who have been affected by compaction.

b. Licensed Employees in Title 1 schools.

c. Licensed Employees in non-Title 1 schools.

d. The effective date of any salary adjustment granted in fiscal year 2026 shall be agreed to by the parties.

26-26-8 The SRAP shall be repeated in fiscal year 2027, subject to available funds.

a. Licensed employees who were found eligible for a salary adjustment in fiscal year 2026 but were not given the adjustment shall be the first in line for an adjustment in fiscal year 2027, based upon available funding.

b. Licensed employees who were hired before February 1, 2024, who have not yet submitted a request for a salary placement review, can submit a request as outlined in Articles 26-26-4 and 26-26-5(a-e) above during the period of January 1, 2026, through February 27, 2026.

c. The January 1, 2026, through February 27, 2026, review period shall be the final phase of the SRAP.

d. Pending available funding, the effective date of any salary adjustment granted in fiscal year 2027 shall be agreed to by the parties.

26-26-9 For all licensed employees who were eligible for a salary adjustment and did not receive one due to a lack of funding, the parties agree to complete the placement process in the 2027- 2028 school year. To that end, the parties agree to jointly lobby for additional funding to address this issue during the 2027 Nevada Legislative Session.

26-27 2027-2028 Differential Pay Schedule for Hard-to-Fill High-Vacancy Positions

26-27-1 Effective the beginning of the 2027-2028 School Year, employees in Title I schools with a vacancy rate of seven (7%) or more, for two (2) or more consecutive school years, shall be eligible for additional compensation to their base pay.

26-27-2 On or before the final school day of the 2026-2027 School Year, the parties shall come to an agreement on which schools meet the above eligibility requirements.

26-27-3 To receive additional compensation, a licensed employee who works at a school that meets the vacancy threshold pursuant to Article 26-27-1 must spend a majority of their assigned duties teaching students in a classroom.

26-27-4 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom.

26-27-5 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non self-contained classroom.

26-27-6 For each fiscal year, the District shall reserve an amount of funds sufficient to carry out any increase in the salary of a licensed educator.

26-27-7 The parties shall work together to secure funding for this differential pay schedule during the 2027 Nevada Legislative Session.

CCSD | Clark County School District

# LICENSED PROFESSIONAL SALARY TABLE

Fiscal Year 2025-2026 Effective 07/01/2025

PERS increase of 3.25% (Employee Burden of 1.625%)

***Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.***

**Definition of Classes- all must have a valid Nevada certification for the level or subject taught**

***All Classes must be in a field pertinent to subject taught***

- BA- Bachelor's degree from an accredited institution
- BA + 16 - Bachelor's degree plus 16 college credits from an accredited institution
- BA + 32 - Bachelor's degree plus 32 college credits from an accredited institution
- MA- Master's Degree from an accredited in
- MA +16 - Master's Degree plus 16 college credits from an accredited institution
- MA +32 - Master's Degree plus 32 college credits from an accredited institution
- MA +48 - Master's Degree plus 48 college credits from an accredited institution
- PhD - Doctorate degree from an accredited institution

| | Education | BA & B&I | BA+16 | BA+32 | MA | MA+16 | MA+32 | MA+48 | PhD | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Years | PST | I | II | III | IV | V | VI | VII | VIII | IX | X | XI |
| 1 | A | $57,471 | $63,986 | $70,501 | $77,018 | $83,534 | $90,049 | $96,566 | $103,081 | $109,597 | $116,113 | $122,628 |
| 2 | B | $59,100 | $65,615 | $72,131 | $78,645 | $85,162 | $91,678 | $98,194 | $104,709 | $111,226 | $117,741 | $124,257 |
| 3 | C | $60,727 | $67,244 | $73,759 | $80,276 | $86,792 | $93,308 | $99,823 | $106,338 | $112,855 | $119,370 | $125,887 |
| 4 | D | $62,357 | $68,873 | $75,390 | $81,904 | $88,420 | $94,937 | $101,452 | $107,968 | $114,483 | $120,999 | $127,515 |
| 5 | E | $63,986 | $70,501 | $77,018 | $83,534 | $90,049 | $96,566 | $103,081 | $109,597 | $116,113 | $122,628 | $129,144 |
| 6 | F | $65,615 | $72,131 | $78,645 | $85,162 | $91,678 | $98,194 | $104,709 | $111,226 | $117,741 | $124,257 | $130,773 |
| 7 | G | $67,245 | $73,759 | $80,276 | $86,792 | $93,308 | $99,823 | $106,338 | $112,855 | $119,370 | $125,887 | $132,402 |
| 8 | H | $68,873 | $75,390 | $81,904 | $88,420 | $94,937 | $101,452 | $107,968 | $114,483 | $120,999 | $127,515 | $134,031 |
| 9 | I | $70,501 | $77,018 | $83,534 | $90,049 | $96,566 | $103,081 | $109,597 | $116,113 | $122,628 | $129,144 | $135,660 |
| 10 | J | $72,131 | $78,645 | $85,162 | $91,678 | $98,194 | $104,709 | $111,226 | $117,741 | $124,257 | $130,773 | $137,289 |

| OTHER **DIFFERENTIATED** | **LICENSED SALARY** | PROFESSIONAL **PROGRAM** |
|---|---|---|
| | **Tier 1** | **Tier 2** |
| **Audiologists** | ***Au.D.*** Professional Degree (Doctorate) | ***Master's*** Degree |
| **Speech and Language Path.** | Speech and Language ***Pathologists*** National Certification | Speech and Language ***Therapists*** NO National Certification |
| **Social Workers** | Licensed ***Clinical*** Social Worker (LCSW) | Licensed ***Master*** Social Worker (LMSW) |
| **Nurses** | ***Professional*** Nurse (NCSN) | School Nurse (RN, BSN) |
| **Psychologists** | ***Educational Specialist*** or equivalent in School Psychology or higher (MA+32 credits) | ***Master's degree*** in School Psychology |
| **Occupational Therapist** | ***Master's degree, or higher,*** in occupational therapy | ***Bachelor's degree*** |
| **Physical Therapist** | ***Master's degree, or higher,*** in physical therapy | ***Bachelor's degree*** in physical therapy and licensed as a physical therapist issued by the Nevada Physical Therapy Board |
| **Counselor** | Endorsed as a school counselor and ***certified as NBCT*** | Endorsed as a school counselor |
| **Orientation and Mobility Specialist** | Certified Orientation and Mobility Specialist (COMS) | **Bachelor's degree**, or higher, in Orientation and Mobility |
| **Mental Health Professional** | A license issued by the Nevada Board of Examiners for Marriage and Family Therapy or Clinical Professional Counseling; and<br><br>A K-12 Mental Health Professional license issued by the Nevada Department of Education | Master's degree from a college or university accredited by the Council of Marriage and Family Therapy or Clinical Professional Counseling |

**Tier 1:**
Receives an additional column on the PST in accordance with Article 26. This column would be in addition to any columns they would otherwise be entitled to.

**Tier 2:**
Receives two additional steps on the PST in accordance with Article 26. The steps would be in addition to any steps they would otherwise be entitled to.

## ARTICLE 27
## LONGEVITY PAY

27-1 Longevity payments shall be made in accordance with the following schedule:

| Years of Service | Dates of Adj. Hire | Amount of Stipend |
|---|---|---|
| 10 – 15 | 6/99-9/04 | $ 750 |
| 16 – 20 | 6/94-5/99 | $ 1,000 |
| 21 – 25 | 6/89-5/94 | $ 1,500 |
| 26+ | 6/46-5/89 | $ 2,000 |

27-2 Longevity payments shall be made no later than June 30.

27-3 To be eligible, employees qualifying for longevity payments must complete their contract year. Sick leave, personal leave, religious observance, and short-term leave without pay approved by the principal shall be counted toward longevity. In the event an employee dies prior to completion of their contract year, a pro rata payment shall be made to the designated beneficiary as provided by law.

27-4 PERS will be paid on longevity payments.

27-5 Effective immediately upon approval of this provision by the parties, any employee who is receiving PERS retirement benefits is not entitled to longevity pay.

## ARTICLE 28
## TEACHER HEALTH TRUST

28-1 Teacher Health Trust

28-1-1 The Association may establish a teacher health trust (hereinafter the "Trust") for the purpose of administering group insurance and health care benefits to teachers. The Trust shall conform to all laws of the state of Nevada and shall be approved by the Commissioner of Insurance in the same manner as trusts under NRS 287.010. All costs of forming and operating the Trust shall be borne by Trust. The Trust shall provide the School District with a copy of an independent audit of the Trust each year.

28-1-2 During the term of this agreement, and in accordance with the provisions and procedures of NRS 288.217, either party shall negotiate with the other regarding any proposed substantive benefit changes (including without limitation increased participant contributions, reductions in benefits, or increases in benefits). This article will be reopened for this specific purpose, at any time, by one party notifying the other that it wishes to reopen negotiations for such purpose. Provided, however, that a re-opening per this paragraph shall not constitute a re-opener for any other purpose or with respect to any other article, except as otherwise agreed by the parties. Further provided that any re-opening of negotiations pursuant to this paragraph shall not involve any proposal for increase in the District's contribution to the Trust or increase in contribution from participants. It is recognized that a substantive benefit change over which a re-opener is requested may eventually require prompt action by the Trust. For that reason, the parties agree they will attempt to expedite any meetings or proceedings which may result from such a re-opener, with the goal of allowing the issue to be finally determined within three (3) months from the initial request for reopening.

28-1-3 For purposes of this subsection, a change solely in insurance providers or in the insurance entity through which auxiliary insurance, for example, long-term disability insurance, is provided shall not by itself constitute a "substantive benefit change" for purposes of 28-1-2 so long as there are no substantive changes in benefits that will result from the change in providers.

28-1-4 During the term of this agreement, the parties agree that the Trust may have to make modifications to the benefit plans as well as increases to employee premium contributions. The Trust may make modifications to the benefit plans, subject to a maximum change that equates to twenty-five percent (25%) of the prior year plan costs, or any increases to employee premium contributions. CCEA shall notify CCSD of those proposed changes, and the Trust shall present to CCSD the reasons for those changes at least thirty (30) days prior to implementation of the changes.

28-2 The District agrees to maintain the monies accumulated on behalf of the Trust through District and employee contributions in a trust and agency fund as defined by NRS 354.580 and to pay funds from said trust and agency fund as requested by the Trust.

28-3 The District shall contribute to the Trust for each participating teacher.

Effective July 1, 2025, the weighted health insurance contribution per enrolled participant shall be increased an additional $50.91. During the 2025-2026 contract year, the District shall pay a monthly contribution of $899.21 per employee. Effective July 1, 2026, the weighted health insurance contribution per enrolled participant shall be increased an additional $53.95. During the 2026-2027 contract year, the District shall pay a monthly contribution of $953.16 per employee.

28-4 Notwithstanding the provision of 28-3, for those employees who, through the Trust, elect to receive optional coverage (EPO or a successor option) in lieu of regular insurance coverage the District shall contribute seventy-five ($75.00) dollars per month per participating employee effective July 1, 2000, which constitutes the entire payment by the District to the Trust for all such employees.

The total payments by the District to the Trust under 28-3 and 28-4 shall be adjusted to a weighted average per employee for all participant employees as set forth in 28-3. Any dollar adjustment due to the Trust shall be paid by the District at the same time as the next regular monthly payment to the Trust. Any dollar adjustment due to the District shall be deducted from the next regular monthly payment to the Trust.

28-5 The District is not a party to any contract of insurance between the Association, the Trust, any insurance carrier, administrator, or provider of care. The Association agrees that the District's only obligation is to contribute the sum agreed upon in Section 28-3 to the Trust and agency fund, to provide necessary payroll deductions, including eligibility lists, and to verify employment, all as may be required by the Trust. The District's function is solely ministerial. The Association, therefore, agrees to hold the District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees, arising from the creation and operation of the Trust. This section is not and shall not be construed as a release or waiver of any rights that the parties may have under this Agreement.

28-6 In the event that the Association is unable to continue the operation of said Trust, the District agrees that for the term of this Agreement, it will contribute toward the cost of employee health insurance the sum set forth in 28-4 above.

28-7 The School District further agrees to continue to provide payroll deductions for additional insurance premiums as required by the Trust in accordance with the past practice of the parties.

28-8 The School District agrees to maintain a Section 125 Plan with American Fidelity Assurance Company. The contract for such plan will be included as an addendum to this Agreement. This provision does not limit the companies to which the School District may offer a similar benefit.

The parties agree that it is important for each employee to have knowledge of the benefits of the Section 125 Plan. To that end, the Parties agree to develop by September 15 of each year a plan designed to give teachers optimum access to the Section 125 Plan provider, where American Fidelity Assurance shall present Section 125 benefits during a teachers' preparation or lunch periods, with minimum disruption to the school operation. The School District Chief of Human Resources and the Association Executive Director shall be responsible for the design and implementation of the plan, which shall include a limitation that a teacher shall not use his/her preparation period for this purpose on more than one (1) occasion each school year. Neither party to this Agreement shall cite or refer to the permissible use of a preparation period as provided in this Article in any subsequent grievance, arbitration, or dispute.

28-9 The Trust shall have the use of a faculty bulletin board to post informational mailing including both programs and benefits.

28-10 Retiree Health Benefits

28-10-1 Retiree Health Plan

Effective January 1, 2009, the Association will establish a Retiree Health Plan (hereinafter "Plan") for the purpose of administering retiree health care benefits for qualifying teachers. All costs of forming and operating the Plan will be borne by the Plan. The Plan is similar to the Teacher Health Trust and Articles 28-1 through 28-9, not in conflict with 28-10-1 and 28-10-2 apply to the Plan.

28-10-2 The District shall make no contributions to the Retiree Health Plan. No licensed employee shall pay any assessments.

28-11

a. Either party may, by written notice sent to the other party on or after the execution of this Agreement, unilaterally reopen Article 28 for the limited purpose of bargaining the terms of a District-wide Health Plan. Upon reopening, the provisions of NRS 288.217 shall apply. The parties agree to continue negotiating on a District-wide Health Plan until October 11, 2013.

b. Article 28-3 and Article 28-4 shall remain in effect until bargained otherwise or altered by an arbitrator's decision. This reopener shall not apply to Article 28-8.

c. It is anticipated by the parties that after the adoption of a District-wide Health Plan, the District's total expenditure for health insurance for all District employees may be lower than the total expenditure before adoption of a District-wide Health Plan. For the first year, the parties agree that CCEA-represented employees shall receive fifty percent (50%) of cost savings, to be used as economic enhancement for CCEA-represented employees, to be negotiated by the parties.

d. During discussions under this reopener, the parties agree to discuss the following: the definition of a District-wide Health Plan, how cost savings are calculated and shared, including a multiple-year contract. If an agreement is reached by the parties, which is approved and ratified by the Board of Trustees and the Association, that agreement shall be submitted to an arbitrator if the parties are in impasse arbitration.

e. Due to the complexity of negotiating and/or arbitrating the selection of a District-wide Health Plan, any impasse arbitration relating to Article 28 shall be a separate proceeding before an arbitrator who will rule only on the Article 28 issues. None of the issues relating to the topics set out in Article 41(a)-(g) shall be consolidated with the Article 28 issues.

28-12 CCEA will facilitate the communications from the Trust regarding the outstanding debt payments to Employees and develop a mechanism for public dissemination of that information. The manner, regularity, and substance of those communications should be reported to the Board of Trustees and the Superintendent, or his/her designee, within thirty (30) days of development.

28-13 CCSD has delivered funds for both the September 2021 and October 2021 Trust payments to the Trust.

28-14 CCSD will continue to make monthly payments to the Trust through the full term of this Agreement explicitly subject to the following conditions:

a. The Trust must generate sufficient funding to exceed expenses and generate positive cash flow in an amount sufficient to maintain current payment terms on all current claims, pay or settle all outstanding overdue claims with the understanding that settlements will include a defined schedule for debt resolution establishing the provider's ongoing commitment to the continuity of care, a provider's commitment not to pursue patient collections, and uninterrupted patient access. Payments and/or settlement agreements must be completed by June 30, 2022. Failure to do so will constitute a Major Default.

b. The Trust must generate sufficient funding to exceed expenses and generate positive cash flow in an amount sufficient to "repay" CCSD the prepaid $35 million as described in the THT MOA approved on June 10, 2021, by June 30, 2024. Failure to do so will constitute a Major Default.

c. The Trust must maintain timely payments on all current "clean claims" and ensure that no balances exceed sixty (60) days. "Clean claims" are defined as a claim of payment by a provider which includes all the information necessary for a decision on the processing of a claim, including but not limited to the identifying information of the insured, physician information, diagnosis codes, dates of service, procedure codes, diagnosis, charge amounts, and days of occurrence or utilization. Failure to do so will constitute a Major Default.

d. CCEA must notify the Superintendent, or his/her designee, and the Board of Trustees of the resignation or the termination of the Trust's CEO within three (3) days. These notifications must be in writing. Failure to do so will constitute a Major Default.

e. CCEA must ensure that the Trust produces the Annual Audit for the preceding year no later than December 31 to CCSD's Chief Financial Officer. Failure to do so will constitute a Major Default.

f. CCEA and the Trust must make a public presentation to the Board of Trustees regarding the State of the Trust within 90 days of the filing of the Annual Audit. Failure to do so will constitute a Major Default.

g. The Trust must utilize proper accounting methods for claims based on Generally Accepted Accounting Principles. Failure to do so will constitute a Major Default.

h. The failure to produce any of the following documents will constitute a Minor default unless cured within five (5) business days by delivery. Two (2) consecutive minor defaults (meaning uncured defaults occurring in two consecutive months) or three (3) minor uncured defaults within a twelve (12) month period will constitute a major default:

1. The Trust must provide monthly financial statements by the 25th of each month for the prior month.

2. The Trust must provide a claims payable aging report by the 25th of each month for the prior month.

3. The Trust must provide an Incurred but Not Reported balance quarterly within twenty-five (25) days of the end of that quarter.

4. The Trust must provide claims data monthly to monitor the claims expenses and the progress of the plan changes in reducing costs by the 25th of each month for the prior month.

5. The Trust must provide updated cash flow projections and assumptions quarterly within twenty-five (25) days of the end of that quarter.

6. The Trust must provide the census data for retirees in an Excel format as of June 30 for each year and provide it to CCSD by August 31 of each year.

7. The Trust's CEO and CFO must sign a certification letter as to the accuracy of the data provided to CCSD and that the financial information is in accordance with Generally Accepted Accounting Principles.

8. Provide a list of the current Trust Board Members to the Board of Trustees and the Superintendent, or his/her designee, along with a biography describing their qualifications. This list must be kept current, and CCEA must provide the name and biography describing their qualifications of any new THT Board Member within fifteen (15) days of their appointment.

28-15 A Major Default, as defined in Article 28-15, will result in immediate cessation of monthly payments by CCSD until the Major Default is cured.

28-16 If the Trust incurs three (3) Major Defaults, as defined in Article 28-15, within any twelve (12) month period, CCEA will aid in and consent to the transition from the Trust to the CCSD universal health plan.

## ARTICLE 29
## PUBLIC EMPLOYEES RETIREMENT SYSTEM

29-1 The School District agrees to pay the standard employee and/or employer contribution to Social Security or any Public Employees Retirement System for each employee covered by this Agreement, as required by law.

29-2 Should PERS decrease the contribution rate, the employee's share of the decrease (1/2) will be applied to the salary schedule.

## ARTICLE 30
## REDUCTION IN FORCE

30-1 The District retains the right to determine when a reduction in force/layoff is necessary, the number of Teachers whose employment must be terminated, and the areas within which such reductions in force will occur.

30-2 Subject to the determinations set forth in 30-1 above, the District agrees to the following:

(a) Teachers who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force.

(b) If the necessary reductions cannot be made through attrition and resignations, then Teachers who are both collecting PERS retiree benefits and are employed in a Critical Labor Shortage position will be reduced in force in reverse order of hire, beginning with the most recent hire. Before commencement of any reduction in force, the District shall provide the Association with a list of all Teachers who fall under this category.

(c) If the necessary reductions cannot be made by reducing in force those Teachers outlined in 30-2(a) and (b), then Teachers who have accepted or served a disciplinary suspension of five (5) days or more within the last two (2) successive contract years will be the next to be reduced in force; provided, however, for purposes of this section that the suspension relied upon was either uncontested, settled, or has been fully adjudicated and is not pending appeal and/or arbitration. A Teacher's placement on the list published pursuant to Article 30-4 shall not be adjusted based on the disciplinary document prior to completion of the grievance process. Teachers will be reduced in force based on the number of suspension days accepted or served, in descending order. Should there be more than one teacher with the same number of days of suspension served, district-wide seniority shall be the basis for the reduction-in-force of those Teachers.

(d) If the necessary reductions cannot be made by reducing in force those Teachers outlined in 30-2(a), (b), and (c), then Teachers who have twice been rated as unsatisfactory, per NRS, within each of the last two (2) successive contract years will next be reduced in force based on districtwide seniority; provided, however, for purposes of this section, the two (2) unsatisfactory (per NRS) evaluations relied upon cannot occur within a six (6) month period and must occur in different contract years. Additionally, the two (2) unsatisfactory (per NRS) evaluations relied upon must be based upon just cause and cannot be pending the grievance process. A Teacher's placement on the list published pursuant to Article 30-4 shall not be adjusted based on the two unsatisfactory (per NRS) evaluations prior to completion of the grievance process. Evaluations prior to June 8, 2012, will not be considered for purposes of this subsection. Should there be more than one Teacher who has twice been rated as unsatisfactory (per NRS) within each of the last two (2) successive contract years, district-wide seniority shall be the basis for the reduction in force of those Teachers.

(e) Any additional teachers to be reduced in force from the area or areas affected shall be reduced in force on the basis of districtwide seniority.

30-3 Districtwide seniority shall be defined as the total length of continuous service with the District for purposes of longevity payments. For all other purposes, seniority shall be the length of seniority in licensed service. The effective date in determining districtwide seniority shall be on the original date of employment with the District, except for employees whose

employment has been terminated either voluntarily or involuntarily. If a terminated employee is rehired by the District, the seniority date will be determined by the first date of hire after the termination, unless the employee is rehired within one year, in which case the employee will retain seniority as of the original hire date.

(a) "Date of employment" shall be defined as the first day the employee reported to work for pay in the Clark County School District.

(b) Effective immediately upon approval of this provision by the parties, Teachers who are collecting PERS retiree benefits shall have no seniority for the purposes of surplus and reduction-in-force procedures. If more than one Teacher with no seniority is subject to surplus or reduction-in-force procedures, said Teachers shall be surplused or reduced in force in reverse order of hire, beginning with the most recent hire.

(c) Teachers who are laid off may elect to be placed in a vacant support staff position in accordance with their qualifications, provided that there are no support staff employees having priority for the vacant position. Teachers placed in a support staff position will be placed no higher than Step C of the range of the job classification, depending upon their training and qualifications.

(d) Teachers who are laid off and do not receive a support staff position shall receive priority for substitute assignments at the current substitute rate of pay, and shall be on substitute status and will be employed in accordance with School District Regulation (Assignments: Substitute Teachers) and Policy (Employment of Substitutes and Part-Time Employees).

30-4 On or before November 1, the District shall publish a seniority list of teachers employed since January 1, 1980, and a copy of such seniority list shall be forwarded to the Association and to all schools. Once the list has been posted, teachers shall have twenty-one (21) working days from the date of such posting to challenge placement on the list. During the twenty-one (21) day challenge period, the District and the Association shall make every effort to resolve all challenges regarding date of employment and seniority ranking. When all challenges are resolved, the District and the Association shall certify, by signature, that the list is correct. Unresolved challenges may be processed under Article 4 only through a grievance filed by the Association. Every employee shall have the opportunity to challenge the list one time only. Additions to the seniority list shall be made once annually to include teachers hired after October 21 of the previous school year. A list of these additions shall be posted not later than November 1 of the current year. Only teachers employed after October 21 of the previous school year shall be permitted to challenge their date of employment and seniority ranking during the specified challenge period of twenty-one (21) working days.

In the event that more than one teacher has the same date of employment, relative seniority shall be determined by a lottery designed by the District after consultation with the Association. The seniority list shall include date of employment, seniority ranking, and areas of certification. A valid certificate on file with the Clark County School District at the time a reduction-in-force is announced shall be used to determine employee status.

30-5 A seniority list of all employees shall be established within a reasonable period of time. The procedure established in 30-4 shall apply. The seniority list of all employees shall be updated by November 1 annually.

30-6 Teachers on leave of absence shall receive a certified letter, which will include the date of employment, seniority ranking, and areas of certification on file. The letter will also tell teachers on leave of absence where seniority lists have been posted and the last date by which they can challenge placement.

30-7 Whenever possible, teachers who are to be laid off hereunder shall receive at least thirty (30) days' written notice of such layoff.

30-8 Disputes regarding employees who have received written notice of an impending layoff as a result of a reduction in force shall be processed in an expedited manner. Disputes regarding recall shall also be handled in an expedited manner.

30-9 Released teachers shall be placed on leave of absence with no obligation by the School District to rehire after the expiration of two (2) school calendar years. Each teacher placed on leave of absence as aforementioned shall be reinstated in reverse order to reduction for new positions opening for which the teacher is certified and qualified. The School District shall notify teachers placed on leave of absence of subsequent vacancies by certified mail to the last address registered by the teacher with the School District personnel office.

30-10 Teachers with less than full-time contracts shall not cause a teacher with a full-time contract to be reduced in force even though the full-time teacher has less seniority. Full-time teachers shall not cause a teacher with less than a full-time contract to be reduced in force unless that teacher has less seniority than the full-time teacher.

30-11 Unless prohibited under existing contractual obligations, individuals who provide services as an independent contractor shall be terminated before any Teacher who provides the same service is reduced in force.

## ARTICLE 31
## PREPARATION PERIODS

31-1 The School District agrees to maintain daily preparation periods during the student day in all junior and senior high schools. At schools where block scheduling is in effect, the total preparation time provided shall be equal to the preparation time provided at schools not operating on a block schedule.

31-2 The School District shall maintain at each elementary school a minimum of two hundred and fifty (250) minutes preparation time per week per teacher, during the students' instructional day, in not less than forty- (40) minute blocks. Each elementary school shall be allocated and assigned library aide hours per school day in accordance with the following schedule:

| Enrollment | Hours |
|---|---|
| 400 – 599 | 4 |
| 600 – 799 | 5 |
| 800 – 999 | 6 |
| 1,000 + | 7 |

This aide time is provided in addition to the assigned media clerk time. Library aide time is guaranteed for the school year, once set on a school-year basis. There will be no changes in library aide time allocated due to fluctuation in enrollment. This provision for allocating library aide time will only remain as part of this Agreement if librarians are used to provide preparation time to elementary teachers.

31-3 Preparation time provided for in this Article shall be utilized by teachers in a manner which enables further development and refinement of professional skills and for instructional effectiveness.

31-4 Although it does not relate to any mandatory subject of bargaining, the School District states that it is its aim and objective to establish a maximum class load of thirty (30) students in grades 4, 5, and 6.

31-5 The District may direct use of teacher preparation periods if such directed use is infrequent, advance notice is given, and the District's use of the teacher's preparation period must not consume an entire period.

31-5-1 The District may direct no more than four (4) teacher preparation periods per school year.

31-5-2 Except in an emergency, advance notice of District-directed use of teacher periods will be provided, which will be a minimum of forty-eight (48) hours.

31-5-3 A teacher's entire preparation period will not be utilized, and a minimum of ten (10) minutes will be left for use at the sole discretion of the affected individual teachers.

31-5-4 If the District directs more than four (4) periods per school year and no waiver is in place pursuant to Article 38, the affected teachers will receive payment of their contractual rate of pay for violation of Article 31-5-1 which shall be paid out based on the length of the preparation period according to the schedule contained in Article 31-6.

31-6 Any teacher who voluntarily agrees to sell his/her preparation period to support the school master schedule will complete a *Preparation Period Buyout Agreement Form*, which will be maintained at the school site. When a teacher is absent and agrees to sell his/her preparation period pursuant to a Preparation Period Buyout Agreement Form, the teacher will be compensated for the sold preparation period for up to five (5) consecutive days, after which they will not be compensated for the sold preparation period until the teacher returns from absence.

Teachers who provide student instruction are entitled, as a matter of contractual right, to a defined preparation period. Teachers who do not have a preparation period are not required to be compensated for a preparation period buyout unless they are assigned to provide student instruction, and any such teacher can only earn one preparation period buyout per day worked.

Nothing in this article is intended to result in a teacher who is currently receiving a preparation period or a preparation period buyout from having that preparation period and/or the preparation period buyout discontinued. To properly and consistently compensate teachers for the preparation period buyout, the chart below will determine the value entry in the

Human Capital Management system starting July 1, 2022:

| Minute Range Of Class Period | Preparation Period Buyout Value Entry in HCM | Minute Range of Class Period | Preparation Period Buyout Value Entry in HCM |
|---|---|---|---|
| 40-44 | 0.75 | 80-84 | 1.42 |
| 45-49 | 0.83 | 85-89 | 1.50 |
| 50-54 | 0.92 | 90-94 | 1.58 |

| | | | |
|---|---|---|---|
| 55-59 | 1.00 | 95-99 | 1.67 |
| 60-64 | 1.08 | 100-104 | 1.75 |
| 65-69 | 1.17 | 105-109 | 1.83 |
| 70-74 | 1.25 | 110-114 | 1.92 |
| 75-79 | 1.32 | 115-120 | 2.00 |

## ARTICLE 32
## SAFETY

32-1 A teacher will not be required to perform any duty or act which threatens the teacher's or student's physical safety or well-being except normal risks involved in carrying out teaching duties. If a teacher reasonably believes that a student or circumstance exists that poses a safety threat to the teacher and students, the teacher shall immediately report that to their immediate supervisor. Upon receiving the report, the immediate supervisor shall immediately investigate and if the student(s) or circumstance is deemed to be unsafe, shall take immediate action to restore safety to the teachers, students, and classroom by contacting law enforcement.

The immediate supervisor, by the end of the subsequent day on which the teacher made the above report, shall report back to the reporting teacher, and all affected teachers, the steps the supervisor has taken to alleviate the situation and to secure the safety of all staff and students, whether or not the danger has been resolved, and, if the danger has not yet been resolved, the next steps the immediate supervisor plans on taking to resolve the danger.

## ARTICLE 33
## EQUITABLE TREATMENT

33-1 All employees have a right to work in an environment free of unlawful discrimination, and statutory remedies are available to address these concerns. Although resolution of such disputes is outside the grievance and arbitration provisions of this Agreement, both the District and the Association assure all employees of the District of their intent to avoid such conduct and to assist employees in promptly resolving such disputes if they occur.

## ARTICLE 34
## INSTRUCTIONAL DISCRETION

34-1 Instructional discretion is defined as the discretion to teach about controversial issues which have economic, political, scientific, or social significance within the adopted curriculum standards and in alignment with policies and regulations of the Clark County School District. (Policy 6124.2 and Regulation 6124.2)

A "controversial issue" is defined as any problem that society is in the process of debating, and for which more than one solution may be offered and supported by individuals or any groups of people. The teaching or indoctrination of religious or sectarian beliefs in public schools is specifically prohibited in the State of Nevada. Therefore, although the teaching of sectarian beliefs could be considered a "controversial issue" as defined in Regulation 6124.2, such teaching is not permitted in the School District (Policy and Administrative Regulation 6113.2).

34-2 The Association recognizes that the principal is the instructional leader of the school. The School District shall provide for objective study of controversial issues in a classroom.

34-3 The School District recognizes that instructional discretion is essential to the fulfillment of the educational purposes of the School District.

The School District believes that sober consideration of such controversial issues is a responsibility of the public schools, since respect for facts and an impartial search for truth are inherent in our American democratic society. The teacher's professional judgment shall be a significant factor in the determination of what shall be the instructional program in any classroom. In fulfilling this responsibility and in exercising this professional judgment, the teacher shall be constantly aware of the need to inform the school principal or other designated school administrator of potentially controversial issues or activities before they occur or certainly as they occur.

34-4 Teachers shall have the discretion to use supplemental materials relevant to the levels of maturity and ability of the student and consistent with adopted curriculum standards and guidelines. There should be an equitable amount of materials available on both sides of the issue, with complete and objective consideration given to the differing points of view and information related to the issues.

34-4-1 Specific techniques are left to the discretion of the teachers so long as they are consistent with the adopted curriculum and instructional standards. The professional teacher is an impartial moderator and guide and shall not attempt, either directly or indirectly, to limit or control the judgment of students on such controversial issues.

34-5 A joint committee of District and Association representatives shall be formed to discuss Special Education issues.

## ARTICLE 35
## TRANSFER AND ASSIGNMENT

35-1 Definitions

A. A voluntary transfer is any transfer which is initiated when a teacher submits a Request for Transfer form.

B. Involuntary transfer is any transfer initiated due to a decline in enrollment, the closing of a school, the failure to meet enrollment projections, a change in the student/staff allocation formulas, or any other condition which would require reducing the number of teachers allocated to a school or work location, or to a department within a school.

C. Seniority is district-wide seniority as defined in Article 30 of this Agreement.

D. Exempt teachers are members of the bargaining unit whose assignment requires service to be provided to the District at large or at multiple work locations in accordance with Article 35-3-4.

35-2 Voluntary Transfers

A. Voluntary transfers provide teachers with an opportunity to change locations. Teachers may seek transfers with dignity, security, and freedom from anxiety in their relationships with administrators.

B. A voluntary transfer occurs when a teacher initiates a transfer to a location, the receiving principal recommends the teacher for hire, the Human Resources Division approves the request, and the teacher accepts the position. Teachers may only obtain one voluntary transfer during each school year except in extenuating circumstances.

C. Teachers may initiate a transfer to a location after the first job posting and prior to June 30.

D. Requests for transfers submitted after June 30 can only be approved by region leadership and the Human Resources Division.

E. A teacher who has unsuccessfully pursued a transfer for two or more years may seek assistance in obtaining a transfer by requesting a conference with a personnel administrator.

F. When a teacher has completed five years of service with the district in the same location and/or instructional assignment and requests a voluntary transfer, every effort will be made to secure the transfer.

G. The first period for implementing voluntary transfers is the month of February each year; and the second period shall immediately follow the placement of all surplused Teachers and end on June 30.

H. Vacancies available effective with the beginning of the ensuing school year will be updated weekly during the voluntary transfer periods.

Available vacancies will be provided to the Clark County Education Association prior to surplus meetings. No vacancy may be filled until three (3) business days after the vacancy has been advertised.

35-2-1 Early Transfer Period

A. The CCSD may elect to have an early transfer period that would begin on or about January 15 of each school year.

B. This early transfer period shall apply only to those vacancies existing in the Title I and At-Risk schools designated by the district. Critical Labor Shortage (CLS) positions may be advertised for schools.

C. While the initial date on which new hires can be placed into schools for an ensuing school year is not a negotiated item in the collective bargaining agreement, it has been the practice of the district not to place new hires until after the end of the first voluntary transfer period described in Article 35-2 (G), so as to allow current CCSD teachers the chance to be selected for vacancies before new hires are placed. Pursuant to this provision, the parties acknowledge that the district may place new hires in the same schools noted above on or about February 1 in each school year.

D. For purposes of implementing the provisions of sections (A), (B), and (C) above, prior to January 15 of each school year, the CCSD Human Resources Division may analyze the history of vacancies still remaining at the end of the first voluntary transfer period in the previous two years at the schools for which the early transfers and early new-hire placements apply. Based on the history, the Chief Human Resources Officer, CCSD Human Resources Division, may determine the maximum percentage of estimated vacancies that can be filled through early transfers and early placements of new hires. The maximum percentage may be set so as to leave a comfortable margin of vacant positions

to which current teachers might still transfer should unforeseen circumstances cause a significant increase in current teacher transfers into the affected schools or should a drop in enrollment cause an unanticipated decrease in the number of licensed staff allocated.

E. In the event that final allocations cause a school impacted by these provisions to be in a surplus situation, the teachers identified for surplus shall be in the following order:

1. Any teachers newly hired for the ensuing school year shall be reassigned to other vacancies by the Human Resources Division.

2. Any teachers who were selected as part of the early transfer process, in order of reverse seniority, shall participate in the normal surplus process, outlined in Article 35-3.

F. No later than January 15 of each school year, CCSD shall provide CCEA with a list of the schools that will come under the provisions of this Article.

35-3 Involuntary Transfer

A. An involuntary transfer may be initiated due to a decline in enrollment, closing of a school, failure to meet enrollment projections, or a change in the student/staff allocation formulas. Involuntary transfers will be in accordance with the provisions of this Article.

B. Additional involuntary transfers may be required to adjust and balance staff during September and at the end of the first semester. These involuntary transfers will be in accordance with the provisions of this Article.

35-3-1 The following procedure for identifying and assigning teachers subject to involuntary transfers will be used:

A. A principal shall review the needs of a school and develop a staffing plan that will best utilize the staff allocation for the next school year by April 1 of each School Year, and within five (5) days of any subsequent change in allocation or staffing plan. The principal shall notify staff of the initial staffing plan and tentative assignments for the following year by April 1 of each school year, and within five (5) days of any subsequent change in allocation or staffing plan.

B. The plan shall identify the area of licensure and/or the department where staff may have to be reduced.

C. Before implementing any involuntary transfer, the principal shall hold a staff meeting at which time teachers will be given an opportunity to volunteer to be transferred. Teachers who volunteer to be transferred do not have the right to return to the previously assigned school under Subparagraph 35-3-3(B).\

D. If there are insufficient volunteers, teachers who are both collecting PERS retiree benefits and are employed in a Critical Labor Shortage position (hereinafter referred to as a "Previously Retired Teacher") shall be selected for involuntary transfer before any Continuously Serving Teacher (i.e., a teacher who has not previously retired from the District).

If there is more than one Previously Retired Teacher at a school, they shall be identified for involuntary transfer in reverse order of hire, beginning with the most recent hire. Previously Retired Teachers may not "bump" or

otherwise cause a Continuously Serving Teacher to be involuntarily transferred. If there is more than one Continuously Serving Teacher at the school who would otherwise be identified for involuntary transfer and who possess the required licensure, the right to fill a position held by a Previously Retired Teacher shall be determined by the districtwide seniority of the Continuously Serving Teacher, with the one with the highest seniority having priority. Before the commencement of the meeting identified in Article 35-3-1(F) below, the District shall provide the Association with a list of all Previously Retired Teachers

E. After applying the foregoing provisions, seniority ranking and the licensure on the seniority list (Article 30) will determine the teacher(s) to be involuntarily transferred. The teacher with the lowest seniority ranking will be transferred unless otherwise provided in this Article.

F. A list of all vacancies in the School District shall be provided to each teacher who will participate in the involuntary placement process. All teachers identified for involuntary transfer shall meet in one central location to choose, in order of seniority ranking, an assignment for which they are licensed from the list of vacancies. Teachers with no seniority pursuant to Article 30-3(b) will select positions in order of their most recent hire, beginning with the teacher with the earliest hire.

Teachers with a K-8 elementary license who volunteer to be transferred from elementary schools may select departmentalized teaching positions in middle schools only if they have earned at least ten (10) semester hours of credit in the area of licensure for the position which they are selecting.

Teachers who are involuntarily subject to surplus under the provisions of Article 35-3-1 may not select a position in a middle school unless they have a minimum of 10 semester hours of credit in the subject area for the position if other positions are available for which they are otherwise licensed.

G. A principal may request an exception to the seniority procedure only when a selection on the basis of seniority would result in eliminating a specific program in a school. If there is a dispute, the matter will be reviewed by the Chief Human Resources Officer, who will have three (3) days to resolve the matter. If the matter is not resolved, the dispute will be resolved through the Expedited Arbitration Procedure.

H. If an exception is approved, the principal will identify for involuntary transfer the next least senior person in that area of licensure.

I. At the secondary level, involuntary transfers shall be by department. A teacher may not cause a teacher with less seniority in another department to be involuntarily transferred or to secure a vacant position in a department other than the one the teacher was assigned to teach in.

J. New school transfers shall take place no earlier than February 1 of each contract year. Department chairs at the secondary level and grade level chairs at the elementary level, as well as librarians and counselors, may be selected prior to February 1 of each contract year.

35-3-2 In the event that there is no vacancy available for which the teacher subject to involuntary transfer is licensed, the provisions of Article 30 (Reduction-In-Force) will apply.

35-3-3 Teachers who are reassigned through an involuntary transfer in the Spring of each contract year shall have the following rights:

A. May seek a transfer to a location under the voluntary transfer procedure.

B. Shall have the right to return to the previously assigned school if a vacancy should occur for which the teacher is licensed in the department from which the teacher was surplused, not later than the fourth Friday of September of each contract year.

This specifically excludes teachers at the end of the first semester of each contract year.

C. If two or more teachers are involuntarily reassigned from a department, return rights shall be based on seniority.

35-3-4 Teachers assigned to locations where their services can be utilized to meet the needs of students, either on an itinerant or district-wide, basis are exempt from the provisions of this Article except as otherwise provided.

A. Exempt positions include the following categories:

1. Psychologists
2. Nurses
3. Itinerant Speech Therapists
4. Itinerant Specialists
5. Elementary Guidance Counselors
6. Secondary Guidance Counselors may transfer to any available vacant position during the school year, with the exception of the last quarter.
7. GATE Specialists
8. Project Facilitators
9. Special Education Facilitators
10. Read by Grade 3

B. Exempt teachers are excluded from the voluntary and involuntary provisions of this regulation but may submit a request to the supervising administrator indicating preference for reassignment at any time. The honoring of the request for reassignment shall not be unreasonably withheld.

C. Nurses and itinerant speech therapists may appeal a transfer through the Association to the Chief Human Resources Officer, whose decision is final and binding.

35-4 For purposes of this Article, on or after February 1 of each contract year, a teacher who removes an endorsement in order to avoid being reassigned or after being assigned a class for the following school year may be reduced in force if no other positions are vacant for which the teacher is licensed. Endorsements may be removed prior to February 1 of each contract year.

35-5 Teachers with less than full-time contracts may not use the transfer process to secure a full-time position.

35-6 Prior to March 1 of each school year, the School District may designate up to thirty (30) schools for which new hires may be offered positions beginning the first workday in April. Designated schools must have a history of having vacancies in the previous school year after the end of the first voluntary transfer period described in Article 35-2(G). The names

of the schools so designated will be reported to the Association before March 1 of each year.

35-7 Specialized Units

The District will make every reasonable effort to identify, prior to spring surplus, which specialized units will be moved from their present school location to a different school location, even if it cannot yet determine where the new site will be. This will allow reasonable notice and opportunity for the affected teacher to pursue voluntary transfer options. If an affected teacher does not wish to go to the new location and is unsuccessful in securing a voluntary transfer, that teacher will participate in the spring surplus. If the teacher is notified of the relocation after the spring surplus meeting, the affected teacher shall, within five (5) days of notification, select a position from a list of vacancies. If more than one unit exists at a school, relocation will be based on seniority.

The District will continue to inform, in writing, at the time teachers are hired for specialized classes, that such special education units are assigned to locations at the discretion of the District and that, consequently, the existence of a particular unit at a specific school one year does not mean that the unit will continue at the school in subsequent years.

The prevailing factor in determining which special education teacher is to be surplused is the area of licensure, even if the units are assigned to secondary schools.

35-8 The intent and purpose of this Article is to facilitate the transfer of teachers, where such transfers are necessary or requested. The parties agree to discourage any practice that may result in the unfair manipulation of transfer procedures.

35-9 The District's cultural diversity goals and objectives shall be considered when transfers are made.

35-10 The needs of students assigned to at-risk schools shall be considered when transfers are made. If there is a dispute, the matter will be reviewed by the Chief Human Resources Officer or designee, who will have three (3) days to resolve the matter. If the matter is not resolved, the dispute will be resolved through the Expedited Arbitration Procedure.

35-11 All disputes involving the interpretation and implementation of this Article shall be subject to Expedited Arbitration Procedures except as provided for in Article 35-3-4.

35-12 Teachers who will be returning from a leave of absence for the next school year, shall be eligible to participate in the selection of a school on the same basis as any other teacher with the exception that once a voluntary assignment has been secured, the teacher returning from leave will be assigned to the school for the coming school year and may not further volunteer for transfer to another location for the remainder of the school year for which the teacher has been assigned.

35-13 Multi-Location Positions

35-13-1 Any of the following elementary positions may be designated as a Multi-Location Position ("MLP"):

- Humanities (until the conclusion of the 2028-2029 School Year)
- Art
- Music
- Physical Education
- School Counselor
- Special Education Instructional Facilitator

- Social Workers

A. An employee in an MLP shall be assigned to work at more than one location.

B. All MLPs must be clearly identified/posted/advertised as such so that any employee taking the position knows that it requires work at more than one location.

C. All MLP assignments shall be memorialized in a written agreement signed by the employee, the administrator for the primary school site, and the administrator for the secondary school site. The agreement shall clearly denote that this is a multi-location assignment requiring work at more than one location, the scope of duties the employee will be performing in this assignment at both school sites, and a notification that at the end of the contract year for which this assignment is taking place, this assignment may be discontinued by any one of the above three individuals.

35-13-2 An employee in an MLP shall be assigned to one of the two following schedules:

A. In the Alternate-Day schedule, the employee shall alternate workdays between the assigned locations. Each day, the employee shall report to the designated location for that day and remain there for the entirety of the workday.

B. In the Mid-Day Split schedule, the employee shall work at both assigned locations each day, dividing the workday between a morning (a.m.) assignment at one location and an afternoon (p.m.) assignment at the other location.

1. The Mid-Day Split schedule must allow for at least thirty (30) minutes of travel time between the two locations. This travel time is part of the workday and shall not infringe upon the employee's duty-free lunch or preparation period.

2. Employees assigned to a Mid-Day Split schedule shall be reimbursed for mileage incurred between the two locations, with that cost split between the two locations.

C. MLP schedules cannot be changed during the contracted year unless the administrator at each location and the employee agree.

35-13-3 For each MLP, CCSD shall designate which location will own the position, and the administrator from that location shall be the primary administrator.

A. The primary administrator shall be the primary evaluator for an employee in an MLP. The administrator at the other location shall participate in and contribute to the annual evaluation.

B. The primary administrator shall be responsible for coordinating faculty meetings, professional learning, supervisory duties, and other location-

based responsibilities so that the employee is not required to duplicate such obligations solely because of the multi-location assignment.

C. For the purposes of this Article, Employees in MLPs are not considered to be centrally-based or assigned to the District's Central Offices.

35-13-4 The administrator at each location and the employee must all agree on the employee working in the MLP and the MLP schedule.

A. Once an employee agrees to an MLP, the employee may not voluntarily transfer from the MLP during the contracted year.

B. At the end of the contracted year, either of the two administrators or the employee may decide to discontinue participation in the MLP.

C. If the MLP is discontinued for whatever reason, the primary administrator shall have the following options regarding the employee:

1. Find an MLP arrangement that the employee agrees to;
2. Place the employee into a vacant regular position; or
3. Delete the MLP, at which point the employee shall have full surplus and RIF rights.

35-13-5 CCSD shall have the right to place employees into an MLP, as long as the employee agrees.

## ARTICLE 36
## DISCIPLINARY PROCEDURES

36-1 Neither the District nor the Association will discriminate against any member of the bargaining unit because of membership or non-membership in the Association or participation or non-participation in any of the Association's activities.

36-2 All written policies and regulations of the School District governing employee activities and conduct will be interpreted and applied uniformly throughout the District.

36-3 The personal life of a teacher is not an appropriate concern of the District and, therefore, shall not affect the teacher's employment status except when it has a legally relevant connection to the teacher's employment.

36-4 An employee about to undergo an investigatory interview is entitled to an association representative or another representative, and reasonable notice shall be given. Reasonable notice shall mean notification the day prior to the actual meeting, except when circumstances may require a prompt investigatory interview. Any and all notices of the principal's desire to hold a conference with a teacher shall include the subject of the conference. The written prior notice of an investigatory meeting does not constitute the separate document required in Articles 14-3-1 and 36-12.

36-5 After reasonable notice has been given and in the interest of expediting a resolution to a disciplinary problem, the district may require an employee to choose between participating in an investigatory interview without representation or not being interviewed.

36-6 An employee's right to representation during the course of an interview arises if the supervising administrator takes any steps beyond merely informing the employee of a disciplinary action. In such instances, the provisions of 36-4 apply.

36-7 The employee's representative and the administrator will allow the employee to give an account of the alleged incident before any discussion by either of the named parties occurs. During the investigatory interview conducted by the administrator, all persons at the conference will conduct themselves in a manner that will result in a clear and thorough statement from the teacher regarding the facts of the alleged incident. Nothing in this provision is meant to inhibit or limit the teacher's representative from fully and properly representing the teacher.

36-8 In implementing the suspension and dismissal procedures of NRS 391, the parties agree that the decision of the arbitrator shall be final and binding. The arbitrator shall be selected in accordance with the expedited arbitration procedures in Article 4 of this Agreement.

36-8-1 The teacher or the teacher's representative shall, within ten (10) days of receiving the notice of suspension or dismissal demand that the matter be submitted to final and binding arbitration. The matter shall be heard before the superintendent's designee prior to submission to final and binding arbitration. The superintendent's designee shall hear the matter within five (5) days and shall submit a written response within five (5) days after the hearing. In the event the matter is not resolved by the superintendent's designee, the matter shall be submitted to final and binding arbitration.

36-8-2 Pursuant to NRS 391, the non-renewal of a probationary teacher's contract shall not be subject to a hearing or arbitration under the provisions of this Article (36-8). Probationary teachers shall be entitled to a hearing and arbitration under the terms of this Article for suspensions or dismissals.

36-8-3 A teacher hired on or after December 1 of any school year shall be a probationary teacher for the remainder of that school year and for the ensuing school year.

36-8-4 In the event a teacher is suspended from employment, pending a recommendation for dismissal, the District may continue to contribute to the CCEA insurance Trust on behalf of that teacher, as stated in Article 28-3, throughout the suspension period.

36-9 Prior to initiating any of the above forms of disciplinary action, the district shall have followed a policy of progressive discipline, which normally includes an oral (written document) and written warning.

36-10 The arbitrator shall have the power to modify or deny the district's disciplinary action. Any such modification of a penalty must be within the limits set forth in the Nevada Revised Statutes.

36-11 Although certain provisions of this Article are intended to modify disciplinary hearing provisions set forth in NRS 391, those provisions of NRS 391 which do not conflict with this Article shall remain in effect, including, but not limited to, the superintendent's authority under NRS 391.314-1.

36-12 Any summary of conference, oral warning, written warning, admonition, suspension, dismissal, or direction for change shall be called to the employee's attention in writing within twenty (20) working days after the observation. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model.

## ARTICLE 37
## EXTRA PAY FOR EXTRA DUTY SCHEDULE

37-1 EXTENDED DAY EXTRACURRICULAR PAY

This pay schedule for elementary, middle, junior, and senior high positions does not obligate the School District to institute the program. However, if the program exists in the school, then all identified positions for that program must be filled. The formula agreed upon to determine the amount of the extended day extracurricular pay shall be based on the Index, Column 1, Step A Base Salary, of the Professional Salary Table in effect under this Agreement. Employees must be notified of the payment amount, duration, and title of the extended day assignment they are working prior to beginning the assignment. Any retroactive payments will be processed prior to the employee's final paycheck in the school year.

Schools may prorate extended day extracurricular pay among multiple employees only in exigent circumstances and with District approval. If prorating of pay is approved, the principal must, prior to the beginning of the assignment, notify all employees involved of the total amount of the extended day extracurricular pay and how that amount is being prorated. If the need to prorate pay arises after the assignment has begun, the pay will be prorated according to the percentage of time each employee held the position.

If a program listed in this Article does not exist at a school, the school may utilize the funds from the unfilled extended day extracurricular position(s) to sponsor clubs or activities not listed in 37-1 of comparable extended day commitments; i.e., number of students, hours, duration of activity, and performances in competition. The extended day extracurricular pay paid to the club or activity advisor shall be the same amount as the unfilled position that does not exist at the school.

Schools may prorate extended day extracurricular pay among multiple employees who advise a club or activity not listed in 37-1 only if there is a written agreement to do so prior to the club or activity starting, or if necessitated by exigent circumstances, and with District approval. If the decision to split the position is made after the assignment has begun, the pay will be prorated according to the percentage of time each employee held the position.

37-1-2 Senior High School – Extended Day Pay

| Position | Index, Column 1 Step A Base Salary | No. of Positions For Each School |
|---|---|---|
| Head Football (M) | .093 | 1 |
| Head Basketball (M) | .093 | 1 |
| Head Baseball (M) | .079 | 1 |
| Head Track (M) | .084 | 1 |
| Head Wrestling (M) | .084 | 1 |
| Head Wrestling (W) | .084 | 1 |
| Head Soccer (M) | .079 | 1 |
| Head Lacrosse (M) | .079 | 1 |
| Head Lacrosse (W) | .079 | 1 |
| Head Flag Football (W) | 079 | 1 |
| Head Tennis (M) | .054 | 1 |
| Head Golf (M) | .056 | 1 |
| Head Cross Country (M) | .068 | 1 |
| Head Swimming (M) | .063 | 1 |
| Head Volleyball (M) | .075 | 1 |
| Asst. Football (M) | .070 | AAAA-6, AAA-5, AA-4, A-4 |
| Asst. Basketball (M) | .070 | 2 |

| | | |
|---|---|---|
| Asst. Baseball (M) | .061 | 2 |
| Asst. Track(M) | .063 | AAAA-2, AAA-2, AA-1, A-1 |
| Asst. Wrestling (M) | .063 | AAAA-2, AAA-2, AA-1, A-1 |
| Asst. Wrestling (W) | .063 | AAAA-2, AAA-2, AA-1, A-1 |
| Asst. Soccer (M) | .059 | 1 |
| Asst. Volleyball (M) | .061 | 2 |
| 9th Gr. Basketball (M) | .043 | 1 |
| 9th Gr. Volleyball (M) | .038 | 1 |
| 9th Gr. Basketball (W) | .043 | 1 |
| 9th Gr. Volleyball (W) | .038 | 1 |
| 9th Gr. Soccer | 038 | 1 |
| Head Bowling (M & W) | .065 | 1 |
| Head Basketball (W) | .093 | 1 |
| Head Volleyball (W) | .075 | 1 |
| Head Softball (W) | .079 | 1 |
| Head Track (W) | .084 | 1 |
| Head Soccer (W) | .079 | 1 |
| Head Tennis (W) | .054 | 1 |
| Head Golf (W) | .056 | 1 |
| Head Cross Country (W) | .068 | 1 |
| Head Swimming (W) | .063 | 1 |
| Asst. Basketball (W) | .070 | 2 |
| Asst. Volleyball (W) | .061 | 2 |
| Asst. Softball (W) | .061 | 2 |
| Asst. Track (W) | .063 | AAAA-2, AAA-2, AA-1, A-1 |
| Asst. Soccer (W) | .059 | 1 |
| *Band (over 500) | .097 | 1 |
| *Band (under 500) | .082 | 1 |
| *Chorus | .063 | 1 |
| *Mariachi/Guitar (over 500) | .043 | 1 |
| *Mariachi/Guitar (under 500) | .040 | 1 |
| *Yearbook | .075 | 1 |
| *Drama/Theatre | .080 | 1 |
| *Newspaper | .056 | 1 |
| *Pep Club | .032 | 1 |
| *Cheerleader | .058 | 1 |
| *JV/9th Grade Cheerleader | .043 | 1 |
| *Forensics/Speech Club | .057 | 1 |
| *Dance/Drill Team | .047 | 1 |
| *Student Council | .080 | 1 |
| *Key Club | .030 | 1 |
| *Human Relations | .030 | 1 |
| *Varsity Quiz | .043 | 1 |
| *Athletic Director | .104 | 1 |
| *Orchestra | .060 | 1 |
| *Chess Club | .043 | 1 |
| *FBLA | .043 | 1 |
| *Science Bowl | .028 | 1 |
| *Honor Society | .030 | 1 |
| *ROTC | .061 | 2 |
| *DECCA | .043 | 1 |
| *VICA | .043 | 1 |
| *FCCLA | .043 | 1 |
| Robotics | .043 | 1 |
| Science Olympiad | .028 | 1 |

*Does not qualify for years of experience.

37-1-3 Junior High or Middle School – Extended Day Pay

| Position | Index, Column 1 Step A Base Salary | No. of Positions For Each School |
|---|---|---|
| 6/7/8th Gr. Flag Football (M) | .042 | 1 |
| 6/7/8th Gr. Flag Football (W) | .042 | 1 |
| 6/7/8th Gr. Soccer (M) | .042 | 1 |
| 6/7/8th Gr. Soccer (W) | .042 | 1 |
| 7/8th Gr. Basketball (M) | .042 | 1 |
| 7/8th Gr. Softball (M) | .039 | 1 |
| 7/8th Gr. Tennis (M & W) | .027 | 1 |
| 7/8th Gr. Table Tennis (M) | .027 | 1 |
| 7/8th Gr. Table Tennis (W) | .027 | 1 |
| 7/8th Gr. Track (M) | .033 | 1 |
| 7/8th Gr. Basketball (W) | .042 | 1 |
| 7/8th Gr. Volleyball (W) | .038 | 1 |
| 7/8th Gr. Track (W) | .033 | 1 |
| 7/8th Gr. Softball (W) | .039 | 1 |
| *Band | .063 | 1 |
| *Chorus | .042 | 1 |
| *Newspaper | .038 | 1 |
| *Human Relations | .028 | 1 |
| *Forensics | .028 | 1 |
| *Yearbook | .028 | 1 |
| *Orchestra | .040 | 1 |
| *Cheerleader | .028 | 1 |
| *Dance/Drill Team | .028 | 1 |
| *Drama | .028 | 1 |
| *Chess Club | .028 | 1 |
| *Honor Society | .028 | 1 |
| *FBLA | .028 | 1 |
| *Student Council | .038 | 1 |
| *Mariachi/Guitar | .040 | 1 |
| *JV Quiz | .028 | 1 |
| Robotics | .028 | 1 |
| Science Olympiad | .028 | 1 |

*Does not qualify for years of experience.

37-1-4 Elementary School – Extended Day Pay

| Position | Index, Column 1 Step A Base Salary | No. of Positions For Each School |
|---|---|---|
| *Chess Club | .025 | 1 |
| *Science Olympiad | .025 | 1 |

*Does not qualify for years of experience.

37-1-5 Computation of Athletic Stipend

| Step | Teaching Experience Within the District | Index, Column 1, Step A Base Salary |
|---|---|---|
| 1 | 1-3 | .0039 |

| | | |
|---|---|---|
| 2 | 4-6 | .0078 |
| 3 | 7-9 | .0117 |
| 4 | 10-12 | .0156 |
| 5 | 13 or Over | .0195 |

A. The formula agreed upon to determine the amount of the stipend shall be based on the first step in the first column of the PST.

B. Schools may utilize two volunteer coaches per team per season.

The following positions are in addition to any volunteer coaches: statisticians, video personnel, student teachers, and athletic trainers.

37-1-6 Payment for Directing Intramural Programs

A. Determination of Intramural Allotment to Schools:

The amount of funds available to secondary schools for extended day pay to direct intramural programs shall be based on projected student enrollment at the rate of $.92 per student. Allotments will be based on the actual October 1 enrollments. No secondary school shall receive less than $495.

B. Determination of Payment to Individual Teachers:

Extended day pay for directing intramural activities will be based on the number of days per week an activity is supervised throughout the school year, according to the following guideline:

| Number of Days Per Week Directing Activity | Number of Weeks | Total Pay |
|---|---|---|
| 1 | 36 | $ 275 |
| 2 | 36 | 549 |
| 3 | 36 | 825 |
| 4 | 36 | 1,099 |
| 5 | 36 | 1,374 |

37-1-7 Payment for Elementary Activity Fund

The amount of funds available to elementary schools to direct extended day activities shall be based on projected student enrollment at the rate of 92¢ per student. Allotments will be based on the actual October 1 enrollments.

37-2 EXTRA PAY FOR LICENSED PERSONNEL IN SPECIAL CATEGORIES

37-2-1 Secondary Counselors

Each full-time counselor shall be assigned nine (9) additional days of service at the employee's daily rate of pay. PERS and other legally required contributions shall be made for these days from the negotiated salary package as required by law.

37-2-2 Librarians

A. Librarians shall be assigned additional days of service, to be paid at the employee's daily rate of pay according to the following formula:

| Projected Enrollment | Additional Days Allotted |
|---|---|
| Under 500 | 3 1/2 |
| 500 – 999 | 7 |
| 1000 – 1499 | 10 1/2 |
| 1500 and Over | 14 |

The additional days may be broken down into additional hours upon agreement between the librarian and the principal according to the following schedule:

3-1/2 days or 24.5 hours at an hourly rate;
7 days or 49 hours at an hourly rate;
10-1/2 days or 73.5 hours at an hourly rate;
14 days or 98 hours at an hourly rate.

B. PERS and other legally required contributions as required by law shall be made for these days.

37-2-3 Intentionally Deleted.

37-2-4 Intentionally Deleted

37-2-5 Teachers Assigned to Remote Areas

Teachers assigned to remote or isolated areas shall receive an incentive allotment in addition to their basic contract salary in the amount of $2,000:

BENNETT, WILLIAM G. ES
BOWLER, GRANT ES
BOWLER, JOSEPH L. ES
FLORENCE MCCLURE WMNS COR
GOODSPRINGS ES
HIGH DESERT PRISON ADULT HS
HIGH DESERT STATE PRISON YOP
HUGHES, C. A. MS
INDIAN SPRINGS ES
INDIAN SPRINGS HS
INDIAN SPRINGS MS
LAUGHLIN MS/HS
LUNDY, EARL ES
LYON, MACK MS
MOAPA VALLEY HS
PERKINS, UTE ES
REID, HARRY ES
SANDY VALLEY ES
SANDY VALLEY MS/HS
SOUTHERN DESERT CORRECTIONAL

| |
|---|
| SPRING MOUNTAIN J/SHS |
| VIRGIN VALLEY ES |
| VIRGIN VALLEY HS |

37-2-6 Responsible Teachers

A small school with a staff of one (1) to four (4) teachers shall have one (1) teacher designated as the responsible teacher. Responsible teachers shall receive additional pay according to the following formula, added to their base contract salary:

| Number of Teachers | Additional Pay as a Fraction of Teacher's Contract Salary |
|---|---|
| 1 | 1/25 |
| 2 | 1/20 |
| 3 | 1/15 |
| 4 | 1/10 |

37-2-7 School Bankers

Teachers assigned as school bankers to provide banking and accounting services of athletic contests at senior high schools shall be compensated at the rate of $6.60 per hour. The maximum number of assigned hours per contest shall be based on student enrollment as indicated below:

| | |
|---|---|
| 1200 or more | 4 hours |
| 1199 - 600 | 3 hours |
| 599 and below | 2 hours |

37-2-8 Speech therapists, nurses, and psychologists assigned to year-round schools shall be given one-year at a time extended contracts with PERS paid.

37-3 EXTRA PAY RATE FOR OTHER SERVICES

| Activity | Amount |
|---|---|
| A. Continuing Education Instruction | $ 50.00 |
| B. In-service Training Instruction | $ 50.00 |
| C. Summer School | $ 50.00 |
| D. Graduate Incentive Program | $ 50.00 |
| E. Other Approved Instructional Services | |
| 1. Itinerant Teachers | $ 50.00 |
| 2. Committees, Task Forces, P.D.E. Instructors | $ 50.00 |
| 3. Approved Instructional Services Not Listed | $ 50.00 |
| F. Extra Duty Teaching Assignments | |
| 1. Early Bird/Late Bird | Teacher's Contract Hourly Rate of Pay |
| 2. "Opportunity School" Instruction | |
| 3. "Sunset High School" Instruction | |
| 4. Juvenile Court School Programs | |
| 5. Purchased Preparation Periods | |
| 6. Extended School Year | |
| 7. "Homebound" Instruction | |
| 8. Instructional and Evaluative Services to students provided as required by the | |

Individual with Disabilities Education Act )
G. Non-Instructional Duties $ 30.00

37-4 EXTRA PAY FOR TICKET TAKERS AND SELLERS

37-4-1 Varsity Athletic Contests $20.00 per hour

37-5 The evaluation of a teacher may not include the performance of the teacher in any coaching assignment except for misconduct.

## ARTICLE 38
## WAIVER OF CONTRACT PROVISIONS

38-1 The parties to this Agreement recognize the need for on-going school improvement activities and agree that from time-to-time waivers to contractual terms as set forth herein are desirable. It is therefore agreed that individual school sites, when implementing site-based school improvement plans, may implement specific waivers to the terms of this Agreement in accordance with the provisions set forth below.

38-2 Waivers will only be requested to deal with specific conditions at a particular site. Any waiver must specify the contractual terms waived and the specific changes to the Agreement, including the length of time the waiver is to be in force. No waivers may be requested which deal with any employee compensation, benefits, or welfare.

38-3 The parties value the participation of employees in the governance process at the site. The purpose of shared governance is to improve student learning. The District and Association share the commitment to create a positive culture within the District and to support the participation of employees in the governance structure. To facilitate this culture, the District and Association agree to the following:

38-3-1 Waiver Procedure

1. A waiver request of a contract provision, once initiated, must be signed by 25% of the licensed staff at that site, including the responsible administrator. The proposal shall be submitted to the Association's President and to the District's Deputy Superintendent of Instruction no later than April 1 for the ensuing school year. The petition must clearly identify which contract provision(s) is/are petitioned for waiver.

2. Upon approval through 38-3-1-1, a secret ballot vote shall be conducted by the responsible site administrator and an Association representative. The waiver request must receive the support of 70% of the votes cast by licensed personnel assigned to that work site, including itinerant personnel. A reasonable opportunity shall be afforded to all site-licensed personnel to participate in the voting process. The tabulation process may be observed by any interested party.

3. Upon voter approval of 70%, the waiver request shall be submitted in writing to the Association's President and the District's Superintendent for final approval.

4. A waiver may be renewed or rescinded by following the above procedure. A waiver is valid for only one year.

38-3-2 Waiver Example – Unique School Plans

1. To improve teacher retention, improve student achievement, and decrease student drop-out rates, for the 2006-07 school year, the District may

designate an elementary, middle, and senior high school to implement unique school plans which are designed to better meet the needs of the communities they serve.

2. Each school will be free to develop its own plan to serve the needs of its students and staff. The plans will be submitted as requests for waivers in accordance with the provisions of Article 38-3-1above.

3. The plans could include components such as:

   - Flexible scheduling
   - Transportation options
   - Accommodations for family and work schedules
   - Increased parental involvement through language acquisition and/or technology opportunities
   - Increased opportunities for remediation and enrichment
   - Opportunities for teacher contract options

## ARTICLE 39
## EMPOWERMENT SCHOOLS

Any schools designated to become Empowerment Schools beginning with the 2008-2009 school year will be identified by March 1. Funding by the State Legislature will determine the number of Empowerment schools.

39-1 The parties to this Agreement will agree whether new schools designated as Empowerment will retain existing staff or be vacated.

39-2 One teacher mutually agreed upon by the parties will be assigned as an Empowerment liaison. The Empowerment Liaison will be part of every School Empowerment Team.

39-3 Empowerment schools must adhere to the Negotiated Agreement. A contract waiver under Article 38 must be sought and passed in order to obtain a waiver from a contract provision.

39-4 Teachers required to work over the seven-hour eleven-minute (7:11) work day as provided in Article 22-1 will be compensated at the teacher's daily rate of pay, and such compensation will be PERS sensitive. Teachers required to work over the 184-day contract as provided in Article 21-2 will be compensated at their contract rate of pay for each additional day above the 184 days, and said payment will be PERS sensitive.

39-5 The School Empowerment Team will determine how to spend any monies provided by the Legislature to Empowerment Schools so long as it is consistent with the Negotiated Agreement or a contract waiver is obtained through Article 38.

39-6 Evaluations of teachers assigned to Empowerment Schools shall be used in a formative manner that will reflect teachers' performance along a continuum of skill levels. If it is determined by the administrative team that a teacher is not compatible with the model established by the school, the principal may present such findings to the School Empowerment Team in a confidential forum, as prescribed in Article 39-8-1.

39-6-1 The School Empowerment Team, in conjunction with the school principal, may implement a peer review model and may remove and replace a teacher deemed to be incompatible with the model established at the school. The principal ultimately has the authority to make staffing decisions. Any teacher so removed shall fall within the involuntary transfer provisions of Article 35 if identified in time to participate in a spring or fall surplus meeting. Any teacher identified for removal, either too late to secure a

voluntary transfer or too late to participate in a surplus meeting, shall be administratively reassigned by the Human Resources Division with vacancy options provided.

39-6-2 Any teacher at any Empowerment School may choose to transfer out of the Empowerment School at any time. Such transfer and/or administrative reassignment will occur within ten (10) work days. Any teacher opting to transfer out shall be administratively reassigned by the Human Resources Division with vacancy options provided, unless it occurs during the spring and fall surplus meetings teacher may participate in the provisions of Article 35.

39-6-3 Any overpayment of additional compensation shall be reimbursed to the District by the employee pro rata over the remaining paychecks of that school year.

39-7 The CCSD and the CCEA agree to pursue discussions regarding incentive pay for licensed personnel at the Empowerment Schools.

## ARTICLE 40
## TERM OF AGREEMENT

40-1 This Agreement shall become effective at the beginning of the 2025-2026 contracted school year and shall remain in effect until the beginning of the 2027-2028 contracted school year, and as limited by NRS 288.155, shall continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2027-2028 in the manner prescribed by the provisions of NRS 288 of a desire to change, amend or modify the Agreement and until a successor agreement is reached.

40-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.

## ARTICLE 41
## SB 500, SB 460 AND AB 398

41-1 Language regarding funding proposals beyond July 1, 2027:

The parties agree to the following regarding future funding for the continued compensation for hard-to-fill high vacancy positions, steps, and columns provided in Article 26 of this Agreement:

The parties agree to jointly work together to ensure funding is passed at the 2027 Nevada Legislative Session to address the provisions of Article 26 as they pertain to differential pay, steps, columns, and any cost-of-living adjustment, including increased PERS contribution rates.

Upon completion of the Nevada 2027 Legislative Session, if the State does not provide adequate funding to address those issues, the parties will assess the sources of funding available and determine whether to continue or modify any pay increases. If no agreement is reached within 30 days through negotiations, then resolution may be subject to impasse arbitration or further negotiations.

## ARTICLE 42
## NEVADA TEACHER PIPELINE

42-1 The School District shall staff at least one full-time licensed teacher or administrator who will

be responsible for the implementation of the Teacher Academy College Pathway Program pursuant to NRS 388.223, in every high school in the District with 250 or more students, excluding specialty schools.

42-2 To facilitate and accelerate implementation of the Teacher Academy College Pathway Program, and to fulfill the mandate given by AB 462 from the 83rd Legislative Session, the Association will contribute up to $1 million annually for each year of this Agreement for supplemental pay for staff costs and/or support systems, including assistance for students for this program. The School District and the Association shall work collaboratively on the use of the Association's contributions to the program.

42-3 The School District shall, to the greatest extent possible, comply with all of its obligations to implement and effectively administer the Teacher Academy College Pathway Program pursuant to NRS 388.223 and AB 462.

42-4 For the school year 2025-2026, the School District shall implement the Teacher Academy College Pathway Program at Western High School, Eldorado High School, Mojave High School, and Desert Pines High School.

42-5 For the 2026-2027 school year, the parties shall mutually agree on which high schools will implement the program.

## ARTICLE 43
## POST-RATIFICATION MODIFICATION PROCESS

43-1 The parties agree to continue to negotiate mutually agreed to Articles and/or subjects after ratification of this Agreement. Both parties shall submit the Articles and subjects it wishes to negotiate to the other party within seven business days of ratification of this Agreement.

43-2 The School District shall present to the Board of School Trustees any agreement by the parties as a result of the negotiations authorized by this Article 43. Any terms approved by the Board through this process shall be incorporated into this Agreement by operation of this Article 43.

43-3 Unless the parties agree to extend the time, negotiations authorized by this Article 43 shall terminate on September 12, 2025.

43-4 During the term of this Agreement, the parties may agree to reopen this Article 43 to make modifications to this Agreement.

## ARTICLE 44
## SB 460 PILOT PROJECT

44-1 In pursuit of achieving compliance with the requirements of SB 460 and improving teacher practice and student outcomes, the Association and the District agree to work collaboratively on a Pilot Project focusing on the areas of Pre-Kindergarten, Early Literacy, Middle School Mathematics, and Workforce and College Readiness at the Western High School and Desert Pines High School feeder patterns.

It is the intent of the parties that this Pilot Program be in effect for two years (2026-2028). However, whether this Pilot Program continues in the 2027-2028 school year is dependent upon the parties obtaining necessary funding and mutually agreeing to continue it for the 2027-2028 school year. If the program continues in the 2027-2028 school year, terms will be included in

the 2027-2029 Negotiated Agreement. The parties may, by letter agreement, agree to continue the Pilot Program pursuant to these terms while the 2027-2029 Negotiated Agreement is being negotiated.

44-2 PRE-KINDERGARTEN

A. Desert Pines High School and Western High School shall each have two additional teacher positions to provide Pre-Kindergarten services. These teacher positions will have add-on days to allow them to work 11 months. Each school shall also have the necessary 11-month support professional positions to support these teachers. The parties shall jointly interview for these positions, but the District shall have the authority to make the final hiring decisions.

B. The parties will work collaboratively to launch a comprehensive Pre-Kindergarten recruitment and enrollment initiative, including through late spring and summer Roundup events, targeted family mailers, and on-site computer assistance, while prioritizing students within the school's attendance zone.

C. Any Nevada Ready Pre-K seats at these two schools must first be given to students zoned within either the Western High School or Desert Pines High School feeder patterns. These seats will be available through the CCSD PK online enrollment system and directly through school sites to remove barriers to access for families. If open seats remain after the 2026-2027 school year begins, enrollment may be opened up to students outside of the Western High School and Desert Pines High School feeder patterns.

44-3 EARLY LITERACY

A. In order to provide more opportunities for literacy instruction, including small groups, intervention, and acceleration, all elementary schools within the Desert Pines High School and Western High School feeder patterns will be able to request a waiver of the contract day provided in Article 22-1 of this Agreement that would extend the contract day by nineteen (19) minutes for the ensuing 2026-2027 school year for teachers to perform early literacy services and/or early literacy instruction. Waivers must explain in detail what working conditions are being changed, and must include a provision requiring all teachers to work the extra nineteen (19) minutes if the waiver is approved. Such programming could include, but not be limited to, time within the master schedule for enrichment and intervention through an acceleration block, Reading Skills Centers, walk-to-read, and/or structured literacy rotations, allowing for expansion of the number of students able to participate in small-group, tiered instruction, leveraging adopted curricular resources to target skill deficits, and to expand student literacy outcomes.

B. For the purpose of providing increased early literacy instruction for targeted students, all elementary schools within the Desert Pines High School and Western High School feeder patterns shall create calendars that may include the provision of services during spring break, Saturdays during the regular school year, and summer days to provide additional support for targeted students, based upon data. Staff who volunteer to work during these times shall be allowed to choose between being paid their contract hourly rate or $50.00/hour. Staff at these schools shall not be required to work during these times if they do not desire to.

C. When approved by the principal, teachers at elementary schools within the Desert Pines High School and Western High School feeder patterns may:

i. Participate in focused professional learning opportunities for the purpose of enhancing skills in the Science of Reading; and

ii. Meet other teachers across school campuses to collaborate on the Pilot Project and to develop uniform standards.

iii. If such activities occur during the contract day, teachers will receive release time. If such activities occur outside the contract day, teachers may elect to receive either: (1) their contractual hourly rate of pay or $50/hour; or (2) CUs.

D. The above provisions apply only to employees at elementary schools within the Western High School and Desert Pines High School feeder patterns.

## 44-4 MIDDLE SCHOOL MATHEMATICS

A. The Association will contract with Mathematical Systems, Inc., to offer professional development in math for middle school teachers within the Western High School and Desert Pines High School feeder patterns. This work could be expanded to include professional development opportunities for elementary school teachers within the same feeder patterns. The scope of said professional development will be agreed to by the parties and aligned with the District's objectives for improving math proficiency. The Association will fund this provision.

B. In order to ensure that teachers within the feeder patterns have the conceptual knowledge and linkage to elementary math concepts to assist students with developing mathematical understanding, instructors with K-8 and 7-12 general licensure, SPED licensure, and any math endorsement will participate in a professional learning series, aligned to pacing and the Nevada Academic Content Standards, to develop their conceptual knowledge and linkage to elementary math concepts so as to assist students in developing their understanding of mathematics. Such professional learning will be held during CCSD-assigned staff development days or, if approved by the principal, through release time.

C. Employees at middle schools within the Western High School and Desert Pines High School feeder patterns who provide instruction in mathematics may engage in afterschool tutoring for students. These employees shall be allowed to choose between being paid their contract hourly rate or $50.00/hour for this work.

D. For the purpose of providing increased face-to-face and targeted instructional learning opportunities in mathematics, all middle schools within the Western High School and Desert Pines High School feeder patterns shall create calendars that may include the provision of services during spring break, Saturdays during the regular school year, and summer days. Staff who volunteer to work during these times shall be allowed to choose between being paid their contract hourly rate or $50.00/hour. Staff at these schools shall not be required to work during these times if they do not desire to.

E. The District will hire a Middle School Math Strategist at each middle school within the Western High School and Desert Pines High School feeder patterns to provide coaching, mentorship, and job-embedded professional learning opportunities through collaborative planning, co-teaching, and small group instruction to identified students. The parties shall jointly interview for these positions, but the District shall have the authority to make the final hiring decisions. The duties of the Strategist shall be limited to the above-described work.

F. The above provisions apply only to employees at middle schools within the Western High School and Desert Pines High School feeder patterns.

44-5 WORKFORCE AND COLLEGE READINESS

A. In collaboration with the University of Nevada, Las Vegas (UNLV), the Association agrees to hire Graduate Assistants (GAs) to support career counseling and achievement coaching for students at Western High School and Desert Pines High School. Both high schools will have two (2) assigned GAs for twenty (20) hours per week throughout the 2026-2027 school year. The Association will create training and mentorship opportunities for these GAs. For both schools, the parties agree to jointly select a mentor for these GAs, who is preferably a counselor with experience in career counseling. The mentor will be paid $50/hour for no more than 2 hours a week. The Association shall contribute to the cost of providing this pay.

B. In collaboration with UNLV, the Association will partner with math majors to assist in providing small group instruction during the school day throughout the 2026-2027 school year. Any compensation for these individuals will be provided by the Association. The Association agrees that, depending on the circumstances, an agreement between UNLV, the Association, the District, and/or the individuals may be necessary before these individuals provide this service. If an agreement is determined to be necessary, the parties agree to work expeditiously to execute the same. The Association also agrees that, depending on the circumstances, individuals may be required to pass the District's background check before working with students. If a background check is determined to be necessary, the Association agrees to cover that cost on behalf of the individuals.

44-6 CROSS-FUNCTIONAL

A. UNLV will provide funding for teacher leadership for fourteen (14) teacher-leaders across schools within the Western High School and Desert Pines High School feeder patterns to build teacher capacity at all school sites. Four (4) additional teacher-leader positions will be funded by the Association. Such teacher-leaders shall be exclusively classroom educators and may not, during the time they are in the teacher leadership position, be on the administrative employment track.

B. The Association shall contract with the United Citizens Foundation (UCF) to provide mental health services. The District must agree with the scope of work and services to be provided. Such services shall not replace the roles and duties of school counselors and social workers.

C. Select teachers from each school within the Western High School and Desert Pines High School feeder patterns will serve on a Steering Committee to guide the work that is being performed as part of this Pilot Project and to solicit feedback on the implementation and fulfillment of the Project's goals. The Committee shall meet every month until it decides on a different schedule. If the meeting does not take place during principal-approved release time (i.e., the meeting takes place after hours), staff selected for this work shall be allowed to choose between being paid their contract hourly rate or $50.00/hour

44-7 In collaboration with the Nevada Department of Education and the Education Service Center, the parties agree to identify a Project evaluator to review the outcomes of the Pilot Project and provide an interim implementation report and a summary report on its effectiveness for the 2026-2027 school year.

44-8 The parties agree that Opportunity 180 will provide project management for the Pilot Project to ensure effective implementation and ongoing monitoring of the Project throughout the 2026-2027 school year. Project management will collaborate with the leadership teams of both the District and the Association in overseeing the implementation and monitoring of the Pilot Project.

44-9 DATA SHARING

A. To the extent necessary to implement, monitor, and evaluate the Pilot Project, the parties agree to mutually share data gained from this Pilot Project, including relevant data concerning students, which shall include, but not be limited to, attendance, academic, and behavioral data. Any data concerning the Personally Identifiable Information of Students shall be redacted and/or otherwise de-identified to comply with FERPA, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and any other federal and Nevada statutes and/or regulations concerning the privacy of students and student information, unless expressly authorized in writing and permitted by law. De-identification shall be sufficient to ensure that individual students cannot be identified whether directly or indirectly through the combination with other data. Data sharing between the parties shall occur at a minimum of three times a year.

B. For any data involving students, CCEA shall only use such data for purposes related to the Pilot Project.

C. Nothing in this Article shall be construed to require the District to disclose data in violation of FERPA, state law, or district policies and/or regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day of Oct., 2026.

**BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT**

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