

MEMORANDUM OF AGREEMENT FOR ACCRETION OF EMPLOYEES

(Clinical Procedure Nurses/2 Year RNs, Emergency Medical Technicians, and Clinical Aides)

This Agreement for Accretion of Employees is made effective as of July 1, 2019, hereinafter referred to as the "Effective Date," by and between the Carson Education Support Association, hereinafter referred to as "CESA;" the Carson City Health Service Personnel Association, an affiliate of the Nevada State Education Association and the National Education Association, hereinafter referred to as the "Nurses Union" or "CCHSPA," and the Carson City School District, hereinafter referred to as the "District." As used herein, CESA, the Nurses Union, and the District sometimes are hereinafter individually referred to as a "Party" and jointly as the "Parties."

RECITALS:

1. The CCHSPA has been recognized by the Board of Trustees of the District as the sole collective bargaining representative for all health care professionals in the District who are members of the CCHSPA and employed by the District with respect to wages, hours, and working conditions.
2. CESA has been recognized by the Board of Trustees of the District as the exclusive collective bargaining representative for the bargaining unit for all classified employees, certain supervisory and non-supervisory personnel of the District, as set forth in Article 5.1 of the Comprehensive Agreement between CESA and the District which is effective for the period July 1, 2018 until June 30, 2022, hereinafter referred to as the "Contract."
3. Concurrently with the Effective Date of this Agreement, District has entered into an Agreement with the Nurses Union for Decertification of the Nurses Union as the recognized collective bargaining representative for all Health Services Personnel employed by the District, effective on the Effective Date.
4. The Health Services Personnel employed by the District consists of two (2) groups of employees: (1) Registered Nurses, and (2) Licensed Practical Nurses, Clinical Aides, and Emergency Medical Technicians.
5. The group of Health Services Personnel consisting of Licensed Practical Nurses, Clinical Aides, and Emergency Medical Technicians, hereinafter collectively called the "2-year Nurses" have agreed that upon Decertification of the Nurses Union, they wish to be represented by CESA as their exclusive collective bargaining representative with respect to wages, hours, and working conditions, and CESA desires to allow the 2-year Nurses to become members of CESA and to represent the 2-year Nurses in such matters, all pursuant to the terms of the Contract and this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual terms, covenants, and conditions hereinafter set forth, the Parties do hereby agree as follows:

1. Accretion of 2-Year Nurses into CESA. It is agreed that the 2-year Nurses shall become represented by CESA commencing with the Effective Date pursuant to the terms of the Contract and this Agreement.

2. Specific Designations; Salary Schedules. For the sake of clarity, attached as Exhibit A, is a list of the 2-year Nurses who will accrete into the CESA, and attached as Exhibit B is the salary schedule for such employees.

3. Conditions to Agreement. This Agreement, and the promises and covenants of the Parties to this Agreement are specifically conditioned upon and subject to the decertification of the Nurses Union as the sole collective bargaining representative for all Health Services Personnel employed by the District on or before the Effective Date.

4. Authority; Further Acts and Assurances. The persons executing this Agreement represent and warrant that they are duly authorized to execute this Agreement for the uses and purposes set forth herein. Each Party agrees to obtain all additional consents and approvals and to make all notifications as are necessary or required by law in order to effectuate the terms of this Agreement.

5. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding between the Parties as to the subject matter hereof, and there are no further agreements or understandings between the Parties which are not set forth herein.

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6. Binding Effect. This Agreement is binding upon the Parties and their successors.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the Effective Date.

NURSES UNION:


CARSON CITY HEALTH SERVICE
PERSONNEL ASSOCIATION



Kerri L. Finn, President

DISTRICT:


CARSON CITY SCHOOL DISTRICT



Jose Delfin, Ed.D., Associate Superintendent

CESA:

CARSON EDUCATION SUPPORT ASSOCIATION



Teri Cantley, President

EXHIBIT A

List of 2-Year Nurses who will Accrete into CESA Effective July 1, 2019

EXHIBIT B

Salary Schedules for 2-Year Nurses, Effective July 1, 2019

4815-1429-4425, v. 1