

Negotiated Agreement
between the
Clark County School District
and the
Education Support Employees Association



2025-2027

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PREAMBLE

This Agreement is made and entered into by and between the CLARK COUNTY SCHOOL DISTRICT and the EDUCATION SUPPORT EMPLOYEES ASSOCIATION OF CLARK COUNTY, this ____ day of August, 2023.

It is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of School Trustees of the Clark County School District. Those rules established during the term of this Agreement shall not be inconsistent with this Agreement. The Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and reasonable policies established by the School Trustees. The Association will use its best endeavors to protect the interests of the Clark County School District, its employees and the Association, conserve property, protect the interests of the public, and give service to the highest quality.

Members of the education support employees in the School 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, refers to Title 23, Chapter 288 of the Nevada Revised Statutes enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Local Government Employee-Management Relations Act.
- 1-2 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association," as used in this Agreement, means the Education Support Employees Association of Clark County, and is the entity known as the Employee Organization in NRS 288.040. The District acknowledges that the Education Support Employee Association has entered into an agreement with International Brotherhood of Teamsters, Local 14 to provide representation services for a group of employees within the jurisdiction of the Education Support Employees Association.
- 1-4 The term "School District" or "District," as used in this Agreement, means the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-5 The terms "School Trustees," "School District," and "Association" shall include authorized officers, representatives, and agents of each. Despite references herein to "School Trustees," "School District," and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-6 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.
- 1-7 The term "Chief Human Resources Officer" as used in this Agreement, means the School District's executive Human Resources leader.
- 1-8 The term "Employee," as used in this Agreement, means a regular status education support Employee holding a position on the Education Support Employees Salary Schedule, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association. Employees working less than four (4) hours per day or twenty (20) hours per week, and temporary Employees are excluded from the Bargaining Unit.
- 1-9 The term "Regular Status Employee," as used in this Agreement, means an education support Employee who has successfully completed his or her initial six (6) month probationary period. A probationary employee may not transfer to lateral positions or promote to positions at a higher salary range until the employee satisfactorily completes the initial probationary period, unless mutually agreed to by the parties. -The initial probationary period may be extended on a monthly basis as long as the total probationary period does not exceed twelve (12) months. An Employee subject to such extension will receive a written explanation for the extension with specific areas requiring improvement identified. A probationary employee may be terminated at any time with or without cause for non-discriminatory reasons.

- 1-10 The term "Qualifying Period" as used in this Agreement, means the first six (6) month period after an Employee has been promoted, transferred to a different job family or a different position than currently held. Such employees will be provided the appropriate training and feedback during the Qualifying Period to facilitate their success in the new position. There is no qualifying period if an employee is reclassified into a higher grade in the same classification.
- 1-11 The term "School Year," as used in this Agreement, is the same as that 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."
- 1-12 The term "Work Year," as used in this Agreement, refers to a variable period of time. The work year for Employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months or less, ten (10) months, eleven (11) months, or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the Employee's work assignment which is the actual days or hours of employment defined in the Employee's assigned schedule. The minimum number of work days in a work assignment shall be one hundred seventy (170) days for nine (9) month Employees, one hundred ninety (190) days for ten (10) month Employees, two hundred ten (210) days for eleven (11) month Employees, and two hundred thirty (230) days for twelve (12) month Employees
- 1-13 The term "Day," as used in this Agreement, means any day on which the education center offices are open for business.
- 1-14 A "Work Week" shall be defined as seven (7) contiguous days starting Sunday at 12:00 A.M. (midnight Saturday) and ending Saturday, seven (7), twenty-four (24) hour periods later.
- 1-15 The term "Immediate Family," as used in this Agreement pertaining to the use of sick leave, means 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," as used in this Agreement pertaining to bereavement leave, shall include those persons listed above and also brother-in-law, sister-in-law, grandmother, grandfather, grandchild, aunt, uncle, foster parent, and son-in-law and daughter-in-law.
- 1-16 The term "Agreement" refers to this document, the binding agreement between the Clark County School District and the Education Support Employees Association of Clark County.
- 1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the principal, department head, or a designated administrative director/manager supervisor paid on the Unified Administrative Salary Schedule and serving as the direct first line administrative officer in charge.
- 1-18 The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative of the supervising administrator paid on the Teachers Salary Schedule,

Education Support Employees Salary Schedule or on the Clark County School Administrators Salary Schedule.

- 1-19 The term "Serious Offense," is defined as an act or failure to act, which poses a serious threat or danger to the welfare or safety of staff, students, public or District property.
- 1-20 "Emergency" means a situation which the administration of the District could not have reasonably anticipated and when District needs may require adjustments to work schedules in order to maintain minimum staffing levels for the District.
- 1-21 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District.
- 1-22 The term "Surplus Position," as used in this Agreement, refers to a position which has been eliminated by the District.
- 1-23 The term "Reduction-in-Force," as used in this Agreement, refers to the elimination of a position or positions which may/will result in the termination of an Employee or Employees.
- 1-24 The term "Lateral Reassignment," as used in this Agreement, refers to an entitled assignment that is equal in range, months, and hours.
- 1-25 Temporary summer assignments are those which fall outside the employee's regular work year.
- 1-26 Adjusted Hire Date (AHD): This date is normally six (6) months after the employee is hired and completed their probationary period. This date may be adjusted by periods of leave without pay as defined in the Agreement. The AHD is used for future Step movement through the salary schedule included in this Agreement and will also be known as the Annual Step Increase Anniversary Date.
- 1-27 The Annual Step Increase Anniversary Date is the date the employee passes their probationary period and every year thereafter until they reach the end of the salary schedule. For those employees who were impacted by the removal of the longevity steps (July 1, 2022), their Annual Step Increase Anniversary date became the month of their adjusted hire date.

ARTICLE 2

Recognition

- 2-1 The School District recognizes the Association as the exclusive representative of all Employees employed by the School District subject to this Agreement, except such Employees as are excluded by NRS 288.
- 2-2 The parties agree that recognition was and is granted in accordance with NRS 288 and will continue only so long as the Association complies with the provisions of NRS 288 and that recognition may be withdrawn during the term of this Agreement in accordance with NRS 288 and with the terms of this Agreement.

- 2-3 All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association subject to the exception of NRS 288.140 and the prohibitions of NRS 288.270.
- 2-4 The Association recognizes that the School Trustees, as representatives of the electorate, have the final responsibility for establishing policies for the School District provided that such policies shall not violate or contradict the terms of the negotiated Agreement in effect.
- 2-5 This recognition is the mutual agreement of all parties to negotiate in good faith regarding all negotiable items in accordance with NRS 288.

ARTICLE 3

Impasse Proceedings

- 3-1 It is understood that 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, individually or through the Association, or by the Association. A grievance will 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.
- 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 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximum and an attempt shall be made to expedite the process. The time limits set forth in this Article shall be waived at the end of the aggrieved Employee's regular assignment or when the aggrieved Employee is on an approved leave, unless the Employee, in the event the grievance was filed by the Employee, the Association, and the District mutually agree to observe the timelines specified in Article 4.
- 4-4 Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing through email by the party making the request within two (2) days.
- 4-5 **STEP ONE: Informal Discussion:**
- (a) Both parties encourage Employees covered by this Agreement to resolve their problems with their immediate supervisor or Appropriate Administrator whenever possible. The provisions of this Article are not intended to preclude an Employee with a potential grievance from informally discussing the problem with his/her

Immediate Supervisor or Appropriate Administrator prior to filing a formal grievance.

- (b) If an Employee requests an informal discussion with his/her immediate supervisor or Appropriate Administrator concerning the subject matter of a potential grievance, such informal discussions will be held no later than thirty (30) days from the last day the alleged violation occurred.
- (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 Immediate Supervisor or Appropriate Administrator may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. Any written resolution shall be acknowledged by both parties and forwarded to the Association and the superintendent's designee, Employee-Management Relations. The absence of such a written resolution shall serve as notice that the formal grievance procedure may be initiated.

4-6 All grievances shall be processed in the following manner:

STEP TWO

- (e) If the grievance is not resolved at Step One, the affected Employee, in the event a grievance has been filed by an Employee individually or through the Association, or the Association may submit the unresolved written grievance to the superintendent's designee, Employee-Management Relations, not later than the time period set forth in subsection (b) above. The Association or the Employee, in the event the grievance was filed by the Employee, may amend the statement of the grievance prior to the Step Two meeting.
- (f) In the event a grievance is filed at Step Two in a timely manner, the superintendent's designee, Employee-Management Relations, shall meet with the affected Employee (if there be one) and the designated representative of the Association within five (5) days after receiving the grievance.
- (g) In the event a grievance is not resolved at this meeting, the superintendent's designee, Employee-Management Relations, shall, within ten (10) days after the meeting, submit a written response to the grievance, to the aggrieved Employee and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing and copies forwarded to both the aggrieved Employee and the Association.
- (h) 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, arbitration, in accordance with the provisions of subsection (k) below.
- (i) If the superintendent's designee, Employee-Management Relations, fails to respond within ten (10) days as referred to in subsection (g) above, or if a

mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.

STEP THREE

- (j) In the event a grievance is not resolved at Step Two of the grievance procedure, the Association, not later than twenty (20) days after the expiration of the time limit set forth in subsection (g) above, may submit the matter to arbitration by filing a written demand for arbitration with the superintendent's designee, Employee-Management Relations.
 - 1) Either party to this Agreement may request non-binding mediation through the designated representatives of each party. A list of seven (7) Mediators will be established by the parties and will use that list to mutually agree on a mediator. Mediation shall take place prior to proceeding to binding arbitration and may precede the filing of a formal grievance if agreed upon by the parties. Timelines are not suspended pending mediation, except with the written agreement of both parties.
- (k) In the event a timely written request for arbitration of an unresolved grievance is made by the Association, an arbitrator will be selected as follows:
 - 1) The parties have established a list of arbitrators who will be assigned based on their earliest availability while rotating through the list. The parties agree that conducting arbitrations through virtual media will be acceptable.
- (l) The Association and the District will work together to attempt to implement an early resolution to cases prior to being scheduled for arbitration.

If in the event an arbitration is settled and subsequently cancelled, and no other mutually agreed upon case is scheduled, the parties agree to equally share the cost of the cancellation fee.

If in the event of extenuating circumstances an arbitration is cancelled, the party cancelling the arbitration will pay the entire cost of the cancellation fee.

- 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 Section 4-1.
- 4-8 The arbitrator's decision shall be submitted in writing within thirty (30) 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 the decisions of the State of Nevada's Employee-Management Relations Board.
- 4-9 The expenses of arbitration, including the arbitrator's fee, costs, 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 only the Association has the right to request arbitration.

- 4-10 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated 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. The time for a grievance meeting must be approved by the superintendent's designee, Employee-Management Relations, and by the Association and/or the grievant. It may occur during or outside the workday. In the event a grievance meeting is scheduled and held during the workday, those Employees covered by this Agreement who participate in such meeting may do so without loss of pay.
- 4-11 Grievances may be consolidated for purposes of arbitration by mutual agreement of the School District and the Association.
- 4-12 No provisions 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.
- 4-13 In the event an Employee(s) who is not a member of the association, or a member of the Association has signed the appropriate waiver with the Association, exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:
- (a) A written copy of the grievance, the name of the grievant to include job title, work site, and the name of the grievant's Appropriate Administrator.
 - (b) A written copy of the resolution of the grievance or arbitration.
 - (c) The parties acknowledge that any grievance processed consistent with NRS 288.140 (2) and 4-13, will have no precedential status in any way on the administration of this Agreement and/or District policy and regulation.
- 4-14 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 further acknowledge that any new or revised policy or administrative regulation which included mandatory subjects of bargaining as defined in NRS 288.150 will be subject of effects bargaining should the Association request such bargaining in writing, addressed to the Superintendent or his designee. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to the subject matter not covered by the provisions of this Agreement shall be processed in accordance 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:

- 4-14-1 The person initiating the dispute, or the Association may refer the dispute to the Board of School Trustees with full knowledge of the Appropriate Administrator and/or the Superintendent or his designee. When a dispute is so referred, the Board or a committee of the Board designated by the full Board shall meet and informally discuss the subject matter of the dispute with the person initiating the dispute and with representatives of the Association requested to be present by that person.
- 4-14-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees.
- 4-14-3 The Board of School Trustees shall make a decision and shall communicate it in writing within thirty (30) calendar days after the final meeting on the dispute.
- 4-15 The District and the Association agree that all hearings shall be conducted in an orderly manner. Should a participant not conduct himself or herself in an orderly manner, either party could request a 30-minute recess.
- 4-16 The District and the Association agree that all District regulations and policies of conduct are in force during the hearing.
- 4-17 No precedent shall be set by the resolution of a grievance filed by an individual Employee unless the Association submits the matter to Step Three, Arbitration.
- 4-18 **Temporary/Summer Assignment Appeals Process**

Regular nine-month or modified nine-month employees who secure temporary/summer assignments do not have any property interest in the assignment while serving in such temporary/summer assignments. However, terminations from such assignments may be reviewed by the Chief Human Resources Officer or designee, Human Resources Unit, as set forth below.

 - 4-18-1 The affected Employee may request an informal discussion with the Human Resources Administrator or designee.
 - 4-18-2 The affected Employee may bring an Association representative to such meeting.
 - 4-18-3 A representative of the Department terminating the Employee may attend the meeting and offer information.
 - 4-18-4 The meeting will be scheduled and held within a reasonable period of time, as determined by the Human Resources Administrator or designee.
 - 4-18-5 The Employee may be reinstated to the temporary summer assignment under conditions determined appropriate by the Human Resources Administrator or designee.

- 4-18-6 If an employee is working in a position during the summer in either the same or a different position worked during their regular or modified nine-month assignment, any termination of such assignment or other disciplinary action concerning poor work performance during the summer work will not be included in the employee's personnel file and will not be attached to the employee's disciplinary record when their regular or modified nine-month assignment commences or continues. Any other discipline including discipline resulting from misconduct, will be included in the employee's personnel file and will be attached to the employee's disciplinary record consistent with the procedures in effect during their regular or modified nine-month assignment.

4-19

Rules and Regulations

- 4-19-1 The District has the right to establish and enforce reasonable rules applicable to Employees, provided that such rules do not conflict with the provisions of this Agreement. It will be the responsibility of the District to post and maintain a notice of such rules in a manner that all Employees concerned may have an opportunity to become familiar with them.

**ARTICLE 5
Responsibility Clause**

5-1

No employee will be assigned to perform the responsibilities of a regular position in a higher class unless such assignment is issued in writing by an Appropriate Administrator. Any Employee who is officially assigned in writing by an Appropriate Administrator to perform the responsibilities of a regular position in a higher class, for the majority of a shift because of the absence of a regular status Employee shall, after five (5) consecutive Days, five (5) Days in a three-month period, or eight (8) Days within the school year, be granted retroactively a five (5), ten (10), or fifteen percent (15%) increase.

- 5-1-1 The percentage increase shall be determined by finding the Employee's current salary step and advancing on the step column toward the range of increased responsibility, not to exceed fifteen percent (15%). On any successive responsibility assignment to the same position in the higher class within the previous twelve (12) months, the Employee shall receive responsibility pay effective the first day of the assignment.

- 5-1-2 If the Employee is subsequently promoted from the responsibility assignment to the regular assignment;

5-1-2-1 Placement on the salary schedule shall be made in accordance with the provisions of Article 19 of this Agreement or Regulation 4293 (Placement and Advancement on the Education Support Employees Salary Schedule).

5-1-2-2 An Employee who performed the responsibilities of the responsibility assignment for a minimum of ninety (90) days during the twelve (12) months prior to the promotion to the regular assignment will be given a three (3) month allotment to their qualifying period status for the regular assignment position. Upon

successful completion of an additional three (3) months the Employee will move to the next Step and be placed at the appropriate step of the salary schedule or in accordance with Regulation 4293.

5-1-2-3 An Employee who performs the responsibilities of a higher rated support professional vacant position for six (6) consecutive months, will be promoted to that position and placed in the salary schedule at the Step-in accordance with Article 19 or Regulation 4293. The District agrees that it will not utilize this provision to circumvent the competitive bidding for promotional vacancies.

5-2 No employee will be assigned to perform all the responsibilities of a full-time regular position in a higher classification than the Employee's current position unless such assignment is issued in writing by an Appropriate Administrator. Any Employee who, although not replacing another Employee, is officially assigned in writing by the Appropriate Administrator with the approval of the appropriate deputy superintendent, to all the responsibilities of a full-time regular position in a higher classification than the Employee's current position, shall after five (5) consecutive Days, be granted retroactively an increase not to exceed a maximum of fifteen percent (15%) but not less than ten percent (10%) of the Employee's current salary until the assignment is discontinued. Such an assignment shall not exceed ninety (90) calendar days unless the approval of the Superintendent or designee has been obtained.

5-3 An Employee will receive earned responsibility pay not later than the following pay period. Responsibility pay will only be earned for actual time worked.

ARTICLE 6

Annual Leave (Vacation)

6-1 Vacation time shall be accumulated at the annual rate of .833 days per month of employment for the first year of employment as a support staff Employee. Variable such as hire date and non-pay days, etc. may impact leave accruals.

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Seven point five (7.5) days
Ten (10) Month	Eight point three (8.33) days
Eleven (11) Month	Nine point one six (9.16) days
Twelve (12) Month	Ten (10) days

Except in cases of emergency where the Employee may request earned annual leave, and it will not be unreasonably denied, an Employee cannot take earned annual leave during their initial probation with the District.

6-2 After the first year of employment as a support staff Employee (beginning the second year of employment), annual vacation time shall be accumulated at the rate of 1.25 days per month:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Eleven point two five (11.25) days

Ten (10) Month	Twelve point five (12.5) days
Eleven (11) Month	Thirteen point seven five (13.75) days
Twelve (12) Month	Fifteen (15) days

- 6-3 After five (5) years of employment as a support staff Employee (beginning of the 6th year), annual vacation time shall be accumulated at the rate of 1.5 days per month worked:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Thirteen point five (13.5) days
Ten (10) Month	Fifteen (15) days
Eleven (11) Month	Sixteen point five (16.5) days
Twelve (12) Month	Eighteen (18) days

- 6-4 After ten (10) years of employment as a support staff Employee (beginning of the 11th year), vacation time shall be accumulated at the rate of 1.75 days per month worked:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Fifteen point seven five (15.75) days
Ten (10) Month	Seventeen point five (17.5) days
Eleven (11) Month	Nineteen point two five (19.25) days
Twelve (12) Month	Twenty one (21) days

- 6-5 Annual leave shall be approved by the Appropriate Administrator to whom the Employee is currently assigned. The appropriate administrator may not require more than five (5) days' notice prior to approval of vacation.

- 6-6 Whenever possible, all summer vacation requests for custodial staff are to be submitted for approval to the director, operations department, or the principal or their designee by the first Friday in May. Requests will not be unreasonably denied. Reasons for denial shall be forwarded in writing to the Employee within fifteen (15) days.

- 6-7 The District shall grant vacation leave as requested by the Employee except in the event of an Emergency. Emergency is defined as expected or unexpected variable high demand periods to ensure optimal staffing levels. The District may require the adjustment of scheduled vacation leaves to maintain minimum staffing levels in the District or in the event of an emergency. If an Employee was granted vacation and it is subsequently cancelled by the District, the Employee will be reimbursed by the District for all documented non-refundable expenses. It is understood that minimum staffing levels may be adjusted by the District.

- 6-8 In case of a scheduling conflict, the Appropriate Administrator shall consider length of service. If the nature of the work makes it necessary to limit the number of Employees on vacation leave at one time or to limit the number of days which may be approved at one time, the Appropriate Administrator should consult with the Employees to determine which Employees shall be assigned and which Employees are to receive approval for annual leave. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to Employees who are school-based

custodians or clerical staff during the five (5) days prior to the beginning of the student school year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student school year. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student school year.

6-9 Education Support Employees accumulated annual leave hours above six hundred and eighty hours will be reset to six hundred and eighty hours on July 1st each year, and any hours above the six-hundred-and-eighty-hour threshold will be forfeited. Nine-, ten-, eleven-, and twelve-month Employees shall have the option at the end of their work assignment, or the second (2nd) pay period in January, or on the pay period following spring break to retain all of their accumulated vacation or take a full pay-off for their accumulated vacation or retain part of their accumulated vacation and take a partial pay-off for their accumulated vacation.

6-9-1 Notwithstanding the foregoing, an Employee must have passed the initial probationary period and have at least six (6) hours of accumulated vacation before requesting a payoff under this Article 6-9. It is understood that the six (6) hour minimum for those who have passed initial probation applies to vacation payoff, but not to the actual use of accumulated vacation. Except for a personal emergency, verified by the appropriate administrator, and the Human Resources Division, vacation leave may not be utilized by an employee during the initial probationary period in an authorized and/or entitled position(s).

ARTICLE 7

Jury Duty

7-1 An Employee selected to serve on a trial jury or appointed as a member of a grand jury must apply for such leave in advance by submitting a document verifying the selection or appointment to the Immediate Supervisor.

7-2 An Employee who serves on a jury scheduled during the Employee's work day shall receive the regular daily rate of pay for that period of jury service. Monies received for mileage shall be retained by the Employee. Monies received for a jury assignment shall be remitted to the District.

7-3 Those Employees required to appear for jury duty who are released from jury service with three (3) or more hours of their work day remaining (after travel time to work site) shall report to work. The requirement to report to work shall not apply to evening shift workers who served for four (4) hours or more on a jury during the day of their shift, without loss of pay. Any employee working an evening shift and is required to report for jury duty the following morning will be release from work no later than 8:00 P.M. or for their entire shift if it begins at or after 8:00 P.M. without loss of pay.

7-4 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 Employees duties. However, monies received for a subpoena, less transportation mileage reimbursement, shall be remitted to the Clark County School District immediately upon receipt of the monies for the subpoena.

Otherwise, a Support Staff 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.

- 7-5 Leave without loss of pay will not be provided to an Employee having a personal interest or benefit from participation in the proceedings or if the proceeding is between any Employee and the District.
- 7-6 Any Support Staff 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 the negotiated agreement—and will not be denied the use of accumulated paid leave as defined in the Agreement.
- 7-7 The District retains the right to require Employees to serve as witnesses without loss of pay.

ARTICLE 8

Association Business

- 8-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of twenty-one hundred (2100) hours leave without loss of pay for Association members to attend; association meetings, conferences, legislative sessions, conventions, training sessions, scheduled District-ESEA negotiations sessions, and scheduled District-ESEA problem-solving task force meetings.
- 8-2 In order for the Association business/leave to be authorized, the District business/leave form must be:
 - 8-2-1 Signed by an authorized Association Representative indicating reason and dates for leave.
 - 8-2-2 Signed by Employee.
 - 8-2-3 Submitted at least five (5) work days prior to the requested leave date. The five- (5) work-day notice may be waived by the District.
 - 8-2-4 Signed by the supervisor of the Employee, indicating recommendation.
 - 8-2-5 Signed by the appropriate Administrator of the Employee, indicating approval or denial of the requested leave.
 - 8-2-6 Requests for leave for Association business, which are denied, must be reviewed and signed by the appropriate District division supervising administrator. The request shall be returned to the employee two (2) work days prior to the requested leave date.
- 8-3 Employees shall not be granted approval for leave pursuant to Article 8-1 in excess of ten (10) times their daily regularly assigned hours, of the twenty-one hundred hours allocated. Exemptions to this limitation are:

- 8-3-1 The vice-president shall be allocated twenty (20) times his/her daily regularly assigned hours and the secretary/treasurer and members of the ESEA Board of Directors shall be allocated fifteen (15) times their daily regularly assigned hours.
 - 8-3-2 Members of the ESEA negotiations team and members of problem-solving task forces to attend scheduled District-ESEA meetings.
 - 8-3-3 Employees serving as Association Representatives (Stewards) in representation matters exclusive to employee discipline shall have an additional two (2) times his/her regularly assigned hours for representation services for a total of twelve (12) times his/her daily regularly assigned hours.
 - 8-3-4 The District may waive the limitations of this Article 8-3.
- 8-4 Separate and apart from the Association leave described in Article 8-1 and limited in Article 8-3, the Association may request approval for additional leave, utilizing the procedures in Article 8-2, for any School District employee for purposes of Association business; provided, the Association will reimburse the School District for the full cost of such leave. The Association agrees that when utilizing leave pursuant to this Article 8-4, the following limitations apply:
- 8-4-1 No more than eight (8) School District employees may utilize such leave at any one time.
 - 8-4-2 No more than one (1) School District employee from any single school may utilize such leave at any one time.
 - 8-4-3 No more than one (1) School District employee from any single classification code may utilize such leave at any one time.
- 8-5 Non-district employee representatives of the Association may communicate with individual Employees or group of Employees during the individual Employee's work breaks or lunch period.
- 8-5-1 The conduct of such business shall be such as not to interfere with the individual Employees' duties.
 - 8-5-2 The Association Representatives must check in with the Appropriate Administrator upon entering the building, office area, or work site in order to identify themselves, to facilitate the purpose of visit, and to make arrangements to communicate with a particular Employee or group of Employees.
 - 8-5-3 To facilitate such visits and communications, upon request by the Association, the District will issue identification badges to certain Association Representatives. Any Association Representative for whom the Association requests issuance of a CCSD identification badge will be required to comply with the applicable portions of CCSD Regulation 4312, and ESEA will be responsible for the costs connected to issuance of the

badge (e.g., background check). Any Association Representative failing the background check will not be permitted on CCSD campuses or in CCSD facilities in any representative capacity for ESEA.

- 8-6 Employees selected by the ESEA to act as Association Representatives shall not be permitted to conduct any Association business during that Employee's work day. Employees named by ESEA to act as Association Representatives may conduct Association business before and after the work day, during the duty-free lunch period, and during authorized breaks.
- 8-7 Association leave days used will not be charged against the Employee's sick leave, annual leave, or the calculation of personal leave days earned.
- 8-8 The District shall, upon written request from the Association's executive board, grant the president of the Association a three-year leave of absence without pay during the president's term of office for the purpose of performing association business.
- 8-8-1 If the president serves one or more terms of office immediately upon termination of leave, the District agrees to return the president to the same position, held when the leave of absence was granted. If the Association President's previous position has been reassigned to a new location, then the Employee will return to the same position in a new location. If the position the Association President left has been eliminated from the department/school or is no longer part of the salary schedule, the President may select a vacancy they are qualified to perform, at the same Months, Grade and Hours. They would be placed on the Step that they would be at if they had not been on leave. If there is no vacancy at that time, the President may be placed in a position they are qualified to perform without a loss of pay as defined above. Whether voluntarily or due to the end of the term, the Association will provide the District thirty (30) days written notice of the President's intent to return.
- 8-8-2 The Association agrees that the Employee selected to fill the position temporarily vacated by the president on leave of absence will serve on an interim basis. Upon return of the president, the interim Employee will be assigned to another position for which qualified. The Employee assigned to replace the president will be notified in writing at the time of assignment of the contents of this Article by the District and the Association.
- 8-8-3 The District agrees that upon return, the time the President spent on leave will not be treated as a break in service, the President accrual of seniority and related benefits under this Agreement, by regulation or statute will not be adversely affected, during or after this appointment and the president will be eligible for leave under the Family and Medical Leave Act or any successor statute.
- 8-8-4 The Association agrees to reimburse the District for the Public Employees Retirement System (PERS) contribution the District makes on behalf of the president.

- 8-9 The Association staff and/or officers may communicate with individual Employees or groups of Employees during the individual Employee's work breaks or lunch period or before or after work. The conduct of such business shall be such as not to interfere with the individual Employee's duties. The Association must notify the Appropriate Administrator upon entering the building, office area, or work site to facilitate the visit.
- 8-10 A joint standing committee, the Labor/Management Committee, consisting of the full-time representatives of the Association and an equal number of representatives from the District shall be established. The Committee will be co-chaired by the Chief Human Resources Officer and the Association President. The Committee will meet quarterly or more often as necessary, to attempt to resolve problems that arise concerning contractual and operational issues. Agendas will be finalized and distributed seven (7) calendar days prior to the meeting. The Committee does not replace or supersede the grievance process, but instead is intended to address issues in an alternative, non-adversarial setting.
- 8-11 The District plans to schedule a one-hour period, three times per week (subject to change due to need, holidays, or unforeseen circumstances), during which time new Employees may report to the District to complete necessary paperwork. Association Representatives shall be allowed to meet informally with new Employees during this period. The District shall also schedule 1/2 hour before and after this period for Association Representatives to meet informally with new Employees. The District shall notify new Employees of this opportunity to meet informally with Association Representatives, but it shall not be required.

ARTICLE 9

Paid Lunch Period

- 9-1 All eight- (8) hour regular full-time Employees who report to work at 2 p.m. or after but prior to 5 a.m. will be given a 30-minute paid duty-free lunch period. All eight- (8) hour regular full-time Employees whose regular work day falls on a Saturday or Sunday will receive a 30-minute paid lunch period for those days.
- 9-2 Regular education support Employees assigned to work six (6) hours or more shall be provided a non-paid duty-free lunch period. The Employee may elect not to exercise this provision with concurrence of the Appropriate Administrator or designee.
- 9-3 The lunch period shall be scheduled no later than five (5) hours after the start of the shift.

ARTICLE 10

Sick Leave

- 10-1 Sick leave is leave that shall be granted to an Employee who is unavoidably absent because of personal illness or accident or because of serious illness or accident in the Employee's Immediate Family or for visits to a licensed medical provider. All Regular Status Employees shall be granted sick leave at the rate of fifteen (15) days per year. (This includes nine- (9), ten- (10), eleven- (11), and twelve- (12) month Employees.) Any Employee who misuses sick leave shall be subject to disciplinary action. The District has a right to make any inquiries that would be applicable when abuse of sick leave is suspected.

10-2 An Employee who is ill must contact the Immediate Supervisor and/or designee at least one hour prior to the beginning of the Employee's assigned regular work shift except when due to an emergency or when contact is not possible, then contact shall be made as soon as possible thereafter.

10-3 A verification of illness, and/or release to return to work may be required to be submitted by the Employee upon return to work from an absence of four (4) consecutive scheduled work days, if requested by the Appropriate Administrator. The verification of illness and/or release to return to work must be from a state licensed health care provider in an appropriate discipline. The District will pay additional cost, when required.

10-4 An Employee may be questioned because of extensive use of sick leave. "Extensive" shall mean that the Employee has used in excess of ten (10) "incidents" of sick leave during the school year. An "incident" of sick leave shall mean an absence of at least one-half of the assigned work day. The District shall have the right to review the usage of such leave.

If a preliminary examination of sick leave usage indicates that an Employee's non-FMLA approved use of sick leave is excessive or not in accordance with the provisions of this Article, the Employee's administrative supervisor shall forward a request for a Sick Leave Review to the superintendent's designee, Employee-Management Relations department. As part of the Sick Leave Review, the District, at the District's expense, may require the 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 and/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. If an Employee disagrees with the outcome of a Sick Leave Review and/or any related disciplinary action that resulted, the Employee may, the decision and/or discipline to Step Two of Article 4, Grievance and Arbitration Procedure.

10-5 **Sick Leave Pool**

10-5-1 Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The Committee shall have the authority to determine the minimum bank balance. When the pool reaches that minimum, the Committee may trigger a mandatory request for an additional contribution. 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.

10-5-2 Sick Leave Pool

1. In order to contribute, an employee 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. An employee may become a participant during the periods of September 1 to September 30 or April 1 to April 30, which shall be the "window" periods established to contribute to the Pool, by contributing one (1) day of earned sick leave to the Sick Leave Pool. It is the responsibility of the District to initiate the notice, and collect the enrollment forms.

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. Upon resignation or retirement from the District, a Regular Status Employee may elect to donate up to ten (10) days of his/her unused sick leave to the Sick Leave Pool. A person making such donation shall not be able to recover any such donations normally permitted under the provisions of any District Regulation and/or under the provisions of Article 11-10 of this Agreement.
5. The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.
6. 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 per catastrophic injury or illness of the participant.
 - b. No participant shall be eligible to access the Pool until all accrued vacation, compensatory, sick and personal leaves have 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.
 - g. Participants 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.

10-6 When an Employee is receiving compensation under workers' compensation, the Employee shall have the option of receiving full pay through the use of accumulated sick leave. If the Employee elects to receive workers' compensation only, the one (1) year period of time as outlined in Article 11-8, shall begin with the first day of workers' compensation benefits paid.

10-7 An Employee who has returned to work in any capacity and is still receiving workers' compensation medical benefits under workers' compensation provisions and is required to report for further medical examination, treatment, or therapy during his or her work day will not be charged for sick leave if the following conditions are met:

- (a) The cumulative time required to receive this medical care does not exceed five (5) work days.
- (b) This Article is not exercised when temporary total disability benefits are reactivated under workers' compensation provisions.
- (c) The Employee submits a written duty status from the licensed medical provider and presents it to the supervisor on the next day worked after the appointment.

10-7-1 It is the intent of the parties to this Agreement that Employees schedule workers' compensation medical appointments before or after their work day.

10-7-2 Workers' compensation leave (Payroll Code 13) shall be deducted from sick leave but not taken into consideration for the calculation of personal leave days earned.

10-8 An Employee who has exhausted accumulated sick leave and vacation and whose prognosis indicates that the Employee shall be able to return to work within one (1) calendar year from the date that paid leave is exhausted, shall be granted a one (1) year unpaid medical leave of absence.

10-8-1 An Employee returning from a one (1) year unpaid medical leave of absence shall be reinstated to the first available position comparable to the position from which the leave was taken or for which the Employee qualifies.

10-8-2 There is no obligation on the part of the District to reinstate an Employee beyond one (1) year from the date that the Employee was released to return to duty from the unpaid medical leave of absence.

- 10-9 After five (5) years of employment, in the event of an Employee's death, all unused sick leave, up to a maximum of one thousand (1000) hours, shall be paid to the Employee's surviving spouse or beneficiary.
- 10-10 Employees who have completed at least ten (10) years of service with the Clark County School District and who enter into and receive retirement benefits, in accordance with Public Employee Retirement System (PERS) rules and regulations or if not enrolled in PERS are eligible for and start receiving social security benefits, or have completed twenty (20) continuous years of service with the District, shall receive reimbursement for unused sick leave. In accordance with the 1979-81 Negotiated Agreement between the parties, the Association, in lieu of an increase in the salary schedule, agreed to take \$51,443 and that this amount would be set aside to implement the payments for reimbursement of unused sick leave. The dollar amount and the number of days to be paid will be by agreement of the Association and the District. For the 1986-87 school year, the District agrees to add \$39,100 for payment of unused sick leave for a total not to exceed \$90,543. This amount shall be increased in the same percentage amount granted as general salary increase as a result of future negotiations. For 2023-2025, the amount shall be \$193,000. Any unused sick leave reimbursements to qualifying Employees who retired during the prior school year shall be paid by October 15th.
- 10-11 Unused sick leave shall be accumulated without limit.

ARTICLE 11

Personal Leave

- 11-1 Personal leave as defined herein may only be granted to those Employees who qualify for such leave in accordance with the provisions of 11-2, 11-3, 11-4, and 11-5.
- 11-2 Nine- (9) month education support Employees who in the prior School Year used three (3) days sick leave or less or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two (2) days personal leave with pay, based on the equivalent of the current assignment as of May 30.
- 11-3 Ten- (10) month education support Employees who in the prior School Year used four (4) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two and one-half (2 1/2) days personal leave with pay, based on the equivalent of the current assignment as of May 30.
- 11-4 Eleven- (11) month education support Employees who in the prior School Year used four and one-half (4 1/2) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two and three-quarters (2 3/4) days of personal leave with pay, based on the equivalent of the current assignment as of May 30.
- 11-5 Twelve- (12) month education support Employees who in the prior School Year used five (5) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to three (3) days personal leave with pay, based on the equivalent of the current assignment as of May 30.

- 11-6 Personal leave earned in accordance with the above shall be granted to the Employee without any limitations on the purpose for the use of such days and shall only be limited by the provisions of 11-7 and 11-8 below.
- 11-7 Employees qualifying for personal leave shall notify their Appropriate Administrator of the intended use of a day's personal leave at least five (5) 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. All personal leave as set forth above is subject to approval by the appropriate supervisor.
- 11-8 Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted to Employees who are school-based custodians or clerical staff during the five (5) days prior to the beginning of the student School Year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school. Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted to other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school. Earned personal leave must be used prior to June 30.
- 11-9 Personal leave days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for personal leave days, and the use of such days, during non-assigned time.
- 11-10 An Employee with perfect attendance shall be entitled to one (1) additional day of personal leave to be awarded based on the equivalent of the current assignment as computed by the District. This one (1) day is in addition to any other personal leave.
- 11-10-1 The term "perfect attendance," as used in this Article, is defined as an Employee who works every assigned work day and utilizes no accumulated sick leave, leave without pay, or any other leave except for annual leave, personal leave, compensatory time or flexible day only.
- 11-11 To be eligible for personal leave the Employee must have been in a regular status support staff position before October 1 of the previous year for 11- and 12-month Employees and November 1 of the previous year for 9- and 10-month Employees. Personal leave may not be utilized by Employees who have been on an unpaid status during assigned time.
- 11-12 Any Employee who has had paid sick leave converted to unpaid leave pursuant to Article 11-4 shall not be eligible for personal leave during the following school year.

ARTICLE 12

Leaves of Absence

- 12-1 Bereavement Leave: Leave with full pay shall be allowed for three (3) work days for each period of bereavement or absence due to death in the Immediate Family of the Employee, may be taken in hourly increments and must be used for that purpose. Two (2) additional work days with full pay may be approved by the Employee's Appropriate Administrator. Time may be allowed for travel, with maximum bereavement leave not

to exceed seven (7) work days. Bereavement leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. Employees will have up to thirty (30) days from the date of death to utilize this leave. Requests for exceptions to this timeframe will be managed on a departmental basis.

- 12-2 Maternity Leave: Maternity leave shall be granted to an Employee upon hire, for up to six (6) weeks for the purpose of giving birth. Maternity leave may be taken as any contractually negotiated paid time off or leave without pay. Employees who qualify for FMLA will be provided leave consistent with Regulation 4359.
- 12-2-1 An Employee returning to work from an unpaid maternity leave of six (6) weeks or less or who utilize FMLA for maternity leave shall be reinstated to the position from which the leave was taken.
- 12-2-2 Should an employee who is not eligible for FMLA, experience a non-voluntary end to a pregnancy and be required to use leave without pay to cover their absences, such unpaid hours will be treated as if they were FMLA-qualified absences, not to exceed ten (10) days.
- 12-3 Any education support Employee adopting a minor child may be granted paid sick leave or an unpaid maternity leave of absence. Such leave shall commence upon de facto custody of said adopted child, or earlier, if necessary to fulfill the requirements for the adoption and such leave shall not exceed six (6) weeks. Employees who qualify for FMLA will be provided leave as defined in the Act.
- 12-3-1 An Employee returning to work from unpaid adoption leave or who utilize FMLA for leave for adoption as defined in the Act, shall be reinstated to the position from which the leave was taken.
- 12-4 School Organizational Teams (SOTs): Consistent with NRS 388G.720 (c) the Association is required to administer the SOT election for education support professionals. The Association will select a member who will serve as the administrator/manager to conduct the election and necessary oversight. This administrator/manager named by the Association will receive the necessary hours of leave without loss of pay to satisfactorily complete this duty outside of the allocated hours for union business defined in Article 8, Sect 8-1.
- 12-5 Medical Leave of Absence-Non-Occupational Injury or Illness: Employees may apply for a medical leave of absence consistent with the provisions of Regulation 4351.
- 12-6 Family Medical Leave Act: All requirements and benefits are defined in Regulation 4359.
- 12-7 Nevada Family Medical Leave Act: Parental Leave: Employees are entitled to up to four (4) hours of paid leave to attend school-related activities involving their children consistent with the provisions of NRS 394.179. This leave may be taken in one-hour increments. Employees are required to provide five (5) "Days" written notice of their intent to utilize this leave and provide documentation of their presence at the school-related activities. Employee will be allowed to use accumulated annual leave for this time away from work.

- 12-8 Leave to Vote in Nevada: Employee may take leave with pay to vote, consistent with the provisions of NRS 293.463.
- 12-9 Elected Office
- 12-9-1 An Employee who is elected or appointed to serve in a county, municipal or similar elected position will be granted leaves of absence as necessary to attend meetings of the governing board.
- 12-9-2 An employee 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 Employee will be returned to the position the Employee left.
- 12-9-3 Employees returning to work following such leaves, shall return under the same provisions as outlined in Article 8-8-4.
- 12-9-4 Employees on such leave will not be prevented from using accumulated annual leave to cover any or all of the lost time associated with this leave. This leave cannot be used outside of the employee's contracted hours.

ARTICLE 13 Military Leave

- 13-1 Members of reserve units of the United States Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of fifty (50) days or less shall receive their regular rate of pay for this period of time. However, they will be required to surrender the lesser of the amounts of (1) their regular rate of pay for each such period of time or (2) their payment received for military service while on active duty, exclusive of pay received for meals, transportation, and lodging. The Uniformed Services Employment and Reemployment Rights Act (USERRA) defines military member's employment protections at the conclusion of their military service.
- 13-2 An Employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, the United States Marine Corps Reserve, or the Nevada National Guard must be relieved from his/her duties, upon his/her request, to serve under orders without loss of his/her regular compensation for a period of not more than fifteen (15) work days in any one (1) calendar year. No such absence may be a part of the Employee's annual vacation provided by law.
- 13-3 If an Employee is not on the payroll during the period of required armed forces services duty, as provided above (i.e., nine-month Employees attending summer camp), said Employee shall not receive the benefits provided by this Article 13.

ARTICLE 14 Overtime

- 14-1 Any Employee who works or is in a paid status for more than forty (40) hours in any week (Sunday through Saturday) and the Appropriate Administrator or designee is aware of and approves the work assignment shall be paid for all hours in excess of

forty (40) on the basis of time and one-half. Holiday pay, sick leave pay, and vacation pay shall not prevent an Employee from receiving time and one-half.

- 14-2 Other than in a recognized Emergency, no Employee shall work overtime without prior approval.

The District agrees to work with the Association in monitoring staff for Emergency purposes.

- 14-3 In order that an Employee receive pay for all overtime worked, overtime must be reported no later than the next pay period following the pay period in which the overtime was worked.

- 14-4 The Employee's signature on the payroll warrant or the deposit of the payroll warrant to the Employee's account will be considered as evidence that the hours listed on the payroll warrant stub are correct unless an error is called to the attention of the Appropriate Administrator or designee within thirty (30) Days.

- 14-5 Except in emergencies, the decision to work overtime is at the option of the Employee. The Appropriate Administrator or designee must offer overtime pay or compensatory time. If the employer offers both, the Employee may select either. The Fair Labor Standards Act does not allow Appropriate Administrators or designees to force Employees to accept compensatory time in lieu of overtime pay or require overtime work without compensation.

- 14-6 Employees accepting compensatory time may only utilize compensatory time during times they are assigned to work. This specifically excludes payment for or use of compensatory time during non-assigned time. Employees who have previously accumulated compensatory time prior to August 1, 1992 may be paid for that time by requesting payment from the District during non-assigned time.

- 14-7 Employees accepting compensatory time will indicate acceptance on a form to be provided listing the terms and conditions for the utilization of compensatory time, which will be in accordance with this Agreement.

- 14-8 Use of compensatory time must be requested from the appropriate administrator at least three work days in advance and may be denied in order to meet minimum staffing levels. The District agrees that use of compensatory time will not be unreasonably denied. Compensatory time may be utilized in increments of five days or less, except in Emergencies, or unless otherwise authorized by the Appropriate Administrator.

- 14-9 Not more than two hundred forty (240) hours of compensatory time may be earned in lieu of pay. No additional compensatory time shall be credited when an Employee has accrued the maximum of two hundred forty (240) hours. The parties agree not to exceed the hours allowed under federal law.

- 14-10 Compensatory time hours shall be credited at one and one-half (1 1/2) times the actual hours worked after the Employee has completed a forty- (40) hour Work Week.

- 14-11 Compensatory time shall be compensated at the then current range and step placement of the Employee when the compensatory time is used or paid off at

termination or retirement, not to exceed two hundred and forty (240) hours of paid compensation.

- 14-12 It is the intent of the District to grant compensatory time off as requested by the Employee. District needs, however, may require adjustment to scheduled leaves in the event of an Emergency or to maintain minimum staffing levels.
- 14-13 When authorized by the Appropriate Administrator, overtime will be offered on an equitable basis among regular qualified Employees within the department or area of assignment.
- 14-14 Call back shall be defined as an employee called for and accepting a district requirement after the employee's regular shift. Call back pay shall begin with the employee's receipt and acceptance of the call back request. Employees called for a district requirement shall be paid a minimum of three (3) hours at time and one-half of the regular rate for the Employee unless it is a remote access call back. Several call backs on the same shift shall not exceed eight (8) hours of pay, unless the Employee actually works eight (8) hours or more on that shift on call back time.
- 14-15 A remote access call back is a call back task that an Employee can perform through the use of a computer, smart phone or similar device and does not require the Employee to leave his or her geographic location at the time of the call back to perform the task. Employees called for a remote access call back shall be paid a minimum of two (2) hours at time and one-half of the regular rate for the Employee. Remote access call backs will not be stacked. Examples:
- 14-15-1 Employee is notified of issue at 8:50 p.m. and resolves issue and concludes work at home with remote device by 9:05 p.m. Employee receives two (2) hours of call back pay.
- 14-15-2 Employee is notified of issue at 8:50 p.m. and resolves issue and concludes work at home with remote device by 9:05 p.m. Same Employee is notified of additional or repeated issue at 9:55 p.m. and resolves issue and concludes work at home by 10:50 p.m. Employee receives two (2) hours of call back pay.
- 14-15-3 Employee is notified of issue at 8:50 p.m. and resolves issue at home with remote device and concludes work by 9:05 p.m. Same Employee is notified of additional or repeated issue at 9:55 p.m. and resolves issue and concludes work at home by 11:20 p.m. Employees receive two and one-half (2.5) hours of call back pay.
- 14-15-4 Employee is notified of issue at 8:50 p.m. and resolves issue at home with remote device by 9:05 p.m. Same Employee is notified of additional or repeated issue at 10:55 p.m. and resolves the issue and concludes work at home by 11:15 p.m. Employees receive four (4) hours of call back pay.
- 14-16 Call back pay will be reported to Nevada's Public Employees Retirement System ("PERS") as required by and in accordance with the official policies of PERS.

ARTICLE 15
Holidays

- 15-1 The following state-approved holidays shall be recognized and observed as paid holidays:
- Independence Day - July 4
 - Labor Day
 - Nevada Day (last Friday in October)
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day* - December 25
 - New Year's Day - January 1
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth
- 15-2 The Board of Trustees shall grant one (1) additional paid holiday at Thanksgiving (the day after Thanksgiving), one (1) additional paid holiday at Christmas* and one (1) paid holiday for spring vacation.
- 15-3 Employees required to work on holidays, either as a regular work day or scheduled overtime shall be paid double time for all hours worked, as well as holiday pay equivalent to their normal work hours on that day.
- 15-4 Only holidays that fall within the Employee's Work Year shall be paid holidays. The Employee must have been in paid status on the assigned day before the holiday or the assigned Day after the holiday in order to receive pay under this provision.
- *Winter break to be determined by the calendar adopted by the School Trustees.
- 15-5 One flexible day will be provided to each Employee covered by the terms of this Agreement. Flexible day leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. The Appropriate Administrator may not require more than five (5) days notice prior to approval of the flexible day. The District shall grant the flexible day as requested by the Employee except in the event of an Emergency. This denial may only occur one time during the Work Year.

ARTICLE 16
Medical Examination

- 16-1 The Clark County School District shall reimburse the actual cost or sixty-five dollar (\$65.00) or whichever is the lesser amount, to each driver who is required by the District to submit a physician's report of medical examination when renewing a Class A or Class B Driver's License, as stipulated in the current State of Nevada Special Supplement to the Nevada Driving Handbook issued by the Department of Motor Vehicles, Carson City, Nevada. Employees may use their person physician for this

medical examination. The School District will pay for any other medical examinations required by the School District.

ARTICLE 17

Dues Deduction

- 17-1 Upon appropriate written authorization from the Employee, the School District shall make monthly Association dues deductions from the salary of the Employee and make appropriate remittance to the Association.
- 17-2 No later than August 15 of each year, the Association will provide the School District with a list of Employees who have voluntarily authorized the District to deduct Association dues or a uniformly applied authorized assessment to Association members and the amount to be withheld. The Association will notify the District monthly in writing of any changes to said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) calendar days prior to the date the change is to be effective. The School Trustees will not be required to honor any authorizations for any month's dues deductions that are delivered to the District later than the fifteenth of the month prior to the distribution of the payroll from which the deductions are to be made. Any Employee desiring to have the District discontinue dues deductions he/she has authorized must follow the process defined by the Executive Board of the Association that has been communicated to members previously. Deductions referred to in Section 17-1 above will be made as follows: 9-month Employees, 20 equal installments; 10-month Employees, 21 equal installments; 11-month Employees, 22 equal installments; and 12-month Employees, 24 equal installments. Those Employees who become members of the Association in June, July, and August shall have the appropriate dues deducted from their salary.
- 17-3 Upon termination or resignation of an education support Employee, the remaining amount of dues for the Association in 17-2 above may be deducted from the Employee's final check, upon the Association's written request. Upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.
- 17-4 The District agrees not to honor any check-off authorization or dues deduction authorizations executed by any Employee in the bargaining unit in favor of any other labor organization representing Employees for purposes of negotiations in accordance with NRS 288.
- 17-5 The Employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an Employee who is on non-pay status during part of the pay period, and whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. All other required deductions have priority over Association dues.
- 17-6 It is recognized that the School District in agreeing to deduct dues and authorized assessments from Association members is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all cost, 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 education support Employee.

- 17-7 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error in the event the claim is submitted sixty (60) Days from its occurrence.
- 17-8 Dues deductions for membership of the Association shall continue when a member transfers from one job assignment to another, subject to provisions of NRS 288.
- 17-9 Deductions shall be transmitted promptly to the Education Support Employees Association. All requests for such deductions must be in accordance with NRS 608.110.

ARTICLE 18
Clark County School District
Education Support Employees
Employment Status, Pay Provisions and Pay Grades

- 18-1 [Retroactive to the beginning of the pay period that includes July 1, 2025](#), the hourly rates for all School District support professional pay grades will be increased by six percent (6.0%), [three percent \(3%\) of which represents a continuation of the three percent \(3%\) salary increase previously fund by SB 231, which will now be funded by SB 500](#). A new Support Professional Pay Grades and Hourly Rates matrix ("Pay Matrix") is attached hereto as Appendix A.
- 18-2 Effective at the beginning of the pay period that includes July 1, 2026, the hourly rates for all School District support professional pay grades will be increased by [three percent \(3.0%\)](#). A new Support Professional Pay Grades and Hourly Rates matrix ("Pay Matrix") is attached hereto as Appendix B.
- 18-3 [In regard to the continuation of the 3% salary increase previously funded by SB 231 and now funded by SB 500, the parties agree to work together to ensure funding is passed at the 2027 Nevada Legislative Session to continue to fund this benefit. Upon completion of the Nevada 2027 Legislative Session, if the State does not provide continued funding for the 3% salary increase, the parties acknowledge that the continuation of the 3% salary increase will be subject to regular negotiations.](#)
- 18-4 [The new Pay Matrixes are](#) attached hereto as Appendix A and Appendix B.
 - 18-4-1 [New employees will be placed at Step B on the applicable Pay Matrix.](#)
 - 18-4-2 Employees who are promoted or reclassified will be moved to the step on the new wage range consistent with Regulation 4293.
 - 18-4-3 Employees who are voluntarily or involuntarily demoted or are placed in a lower wage range due to the elimination of their position will be placed at a step in the new wage range consistent with Regulation 4293.
- 18-5 Notwithstanding any other provision of this Agreement, the Employee share of any future (2027 and later) Nevada PERS contribution rate increase will be accomplished

by reducing the hourly rates within Appendix B the equivalent of one-half (½) of the total Nevada PERS contribution rate increase on the effective date of the PERS rate increase unless the parties agree to a different method for payment of the Employee share of the rate increase. Should Nevada PERS decrease the required Employer/Employee contribution rate, the Employees' percentage share of the change will increase the hourly rates within Appendix B by the applicable percentage amount.

- 18-6 Longevity Stipends: Employees who have completed twenty-five (25) years of service with the District on or before July 1st will receive a lump-sum payment of two thousand five hundred dollars (\$2,500.00) in the second full pay period in October each year. This lump-sum payment is Nevada PERS eligible compensation. Eligible employees who separate from the District prior to July 1st each year will receive a prorated amount of the Longevity Stipends in their final paycheck.
- 18-7 The District shall recognize up to a maximum of five (5) years of experience (Step F1) as a Clark County School District Teacher/Administrator/School Police Personnel for those employees who are hired as a District support professional employee. This Article is recognized for salary placement only.
- 18-8 Support Professional Job Title and Pay Grade Listing is attached hereto as Appendix C.

ARTICLE 19

Group Health Insurance

- 19-1 The District provides identified benefits for employees covered by this Agreement through the CCSD Health and Welfare Insurance Program.
- 19-2 In addition to contributing toward the cost of the plan, on behalf of each Employee participating in the plan ("Plan Participant"), the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier.
- 19-2-1 The CCSD Program shall provide Short-Term Disability. The medical benefits package in the CCSD Program includes short-term disability benefits available for purchase by employees and paid through payroll deduction.
- 19-3 **Additional Provisions**
- 19-3-1 Employee Participation in Appeals Process. All insured carriers doing business in the State of Nevada and the federal Patient Protection and Affordable Care Act provide both internal and external appeal processes. These processes are defined in the applicable Summary Plan Description.
- 19-4 The parties shall reconstitute a Joint Insurance Advisory Committee having a minimum of six members, half of whom shall be appointed by each party.
- 19-4-1 The Joint Insurance Advisory Committee will meet in Fall and Spring of each calendar year. The Fall will review the overall performance of each Plan at these meetings. The Fall meeting should identify any potential plan design modifications and provide sufficient time to complete the financial

and actuarial analysis for such modifications. The Spring meeting will finalize plan designs and the projected overall expense and cost sharing responsibilities for the plans consistent with 20-4-2. If a consensus cannot be reached on plan design modifications the Chief Financial Officer or designee will have final authority. Nothing in this provision shall be interpreted as a waiver of mandatory bargaining over the subject of insurance following the expiration of the new collective bargaining agreement, but consistent with legal notice obligations. These decisions will facilitate a timely and effective open enrollment process for the following school year.

19-4-2 In the event the Plan Participant premium for health insurance increases beyond the premium agreed to in Article 20-4-5, then the increase will be paid through any one or a combination of the following:

19-4-2-1 Monies designated by the Nevada State Legislature for health and welfare benefits for the District's support staff employees; or

19-4-2-2 A change in the benefits available under the plan, and/or an increase in Plan Participant contribution.

19-4-3 The School District will increase the per-employee per Plan Participant per month contribution for the insurance benefits package by September 1st each year as follows:

Effective Date	Monthly Contribution	Percentage Increase from Previous Rate
9/1/2023	\$790.80	Fifteen percent (15%)
9/1/2024	\$830.34	Five percent (5%)

ARTICLE 20 Work Day

20-1 Employees of the School District shall not be permitted to leave their work location during the work day except during their non-paid lunch break unless permission is given by the Appropriate Administrator or designee.

20-2 Employees may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. With prior approval of the Appropriate Administrator or designee, time away from work shall be selected by the Employee and shall be charged appropriately to earned annual leave, earned personal leave, or earned sick leave. Sick leave shall be used only as necessary and for appropriate reasons. In the event earned annual leave, earned sick leave, or earned personal leave is not available, time away from the work location will be taken without pay.

20-3 Employees given permission by their Immediate Supervisor or Appropriate Administrator to attend Association meetings that are conducted during their workday must make up the time away from the job. Make-up time may be scheduled during

the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator. If not mutually agreed, the make-up time will, at the Employee's election, be charged to earned annual leave or earned personal leave.

- 20-4 No Employee covered by this Agreement will be permitted by the Immediate Supervisor or Appropriate Administrator to attend more than twelve (12) association meetings (up to two {2} hours per meeting) a year which are scheduled during the Employee's work day. The time permitted to attend association meetings will be non-paid and the Association meetings will not begin prior to 4:30 P.M. Make-up time may be scheduled during the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator.
- 20-5 A 15-minute paid break will be provided during each four (4) hours of work. This does not preclude the Employee's immediate supervisor or appropriate administrator from scheduling breaks so as to ensure coverage and/or completion of a task or prior to the conclusion of the Employee's work day.
- 20-6 An Employee's Immediate Supervisor must allot duty-free time in the Employee's work schedule for completion of mandatory training, including but not limited to on-line training.

ARTICLE 21

Use of Facilities

- 21-1 The Association shall have the use of school mailboxes. Copies of all materials shall be given to the Appropriate Administrator. 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. 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 support staff Employees shall be permitted use of school district mail services for district-related business.
- 21-2 Space will be provided for Association use on existing bulletin boards at all work locations. The Association will have the right to place responsible materials on the bulletin boards. All notices which appear on the Association's bulletin boards shall be approved by the highest-ranking Association official in the bargaining unit and shall relate to items of interest to the members.
- 21-3 It is understood that no material shall be posted on the association bulletin boards at any time which contain personal attacks upon any other member or any other Employee; scandalous, scurrilous, or derogatory attacks upon the administration or members of the Board of School Trustees; or attacks on any other recognized bargaining agent. The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, for or against School District representatives or school trustees, or to campaign on behalf of any activity by the Association or any of its representatives relating to the collective bargaining process. Such use of the bulletin boards shall be subject to the same conditions set forth in Section 22-1 above for the use of the school mail service.

- 21-4 From the effective date of this Agreement to its termination the Association will be allowed the use of school buildings and premises for association meetings and activities on regular Days as long as arrangements have been made with the Appropriate Administrator for the building. Such activities will 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 buildings on other than School Days requires the approval of the Superintendent in addition to the Appropriate Administrator. Any added expense resulting from the Association's use will be paid by the Association. Individual Employees will not be prohibited from the responsible use of the school facilities.
- 21-5 School facilities and/or district property will not be used for the personal convenience or profit of Employees.
- 21-6 If the privileges extended herein are misused by the Association or any of its designated representatives, they may be immediately revoked by the Superintendent and that determination shall be grievable at Step 2 of the Grievance and Arbitration Procedure.
- 21-7 Lounges are for the use of all district Employees.
- 21-8 Employees are discouraged from maintaining 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:
- 21-8-1 Personal property for which 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 (22-8-2) below. Property (personal effects) necessarily worn or carried (e.g., eyeglasses, hearing aids, jewelry, dentures, clothing) is to be exclusively covered by the Employee's personal insurance as a non-business item, and should not be included on the declaration.
- 21-8-2 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.
- 21-8-3 Personal property declaration must be provided by the Employee to supervisors at least semi-annually; or more often as stipulated by site administrators.
- 21-8-4 Items not declared will be considered as non-business in their use and District indemnification will be limited to the Employee's personal insurance deductible up to \$250.

- 21-8-5 In any event, Employees must submit a sworn statement to the School District within sixty (60) calendar days in order to receive indemnification. Claim procedures outlined by the declaration form in (22-8-2) will apply.
- 21-8-6 The maximum School District indemnification for any one Employee occurrence will be \$1,250, including both the \$1,000 limitation in (22-8-2) and the \$250 limitation in (22-8-4) in the event both declared and undeclared are lost.
- 21-8-7 Losses attributed to wear and tear, gradual deterioration, latent defect, misuse, mishandling, abuse, mysterious/unexplained disappearance will not be considered, regardless of personal insurance applicability.
- 21-8-8 For purposes of this Article, personal automobiles will not be considered as personal property.

ARTICLE 22
Education Support Advisory Committee(s)

- 22-1 Advisory committee(s) may be established where Employees desire such committee(s).
- 22-2 The Appropriate Administrator and the committee(s) will meet at the request of either party to discuss department/school operations. Although they may discuss matters covered by the Agreement, they may not take any action contrary to the Agreement. All grievances are to be handled in the manner set forth in Article 4.
- 22-3 The number of Employees who will serve on the committee(s) and the functions will be determined by the Appropriate Administrator and the committee(s), once they are organized.
- 22-4 If a majority of the Employees desire to form such advisory committee(s), a selection of the members will be made by October 1 and may take place during orientation days or at other times that do not interfere with the Employee's work day.
- 22-5 The primary purpose of the advisory committee(s) is:
- 22-5-1 Advisory to the Appropriate Administrator.
- 22-5-2 Improve the morale of the department/school staff.
- 22-5-3 Apprise the Appropriate Administrator of actual or potential problems involving the department/school staff.
- 22-5-4 Improve communications between the Appropriate Administrator, Immediate Supervisor, and staff.
- 22-5-5 Secure maximum productive and constructive involvement of all members in their primary goal, which is the educational process of the School District.
- 22-6 Education Support Advisory Committee to the Superintendent:

- 22-6-1 The Superintendent and the Education Support Advisory Committee will meet four (4) times a year.
- 22-6-2 The Education Support Advisory Committee will be comprised of the Association president, three (3) association members, and the Association's executive director.
- 22-6-3 The purpose of the Education Support Advisory Committee shall be to improve the morale of the education support school Employees throughout the District, and to improve communications throughout the District and throughout the community.
- 22-6-4 The Education Support Advisory Committee may not take action contrary to the provisions of the negotiated agreement. Pending grievances, once filed, may not be discussed or acted upon but may only be handled in accordance with Article 4 of the negotiated agreement.

ARTICLE 23

Employee Personnel Files

- 23-1 It is recognized by the parties that the School District may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the School District. However, to the extent that any records, papers, or other documents covering Employees of the Association do not relate to pre-employment data, every Employee shall be allowed to review the personnel file at any reasonable time upon request. No Employee's request shall be deferred for more than seven (7) Days for a central office file and no more than two (2) Days for a site location file excluding weekends and holidays. If any Employee is involved in a grievance regarding matters in the personnel file which may be material, an Association officer or other Association Representative with the written approval of the Employee may also be granted access to the Employee's personnel file at reasonable times where such access is authorized in advance by the Employee. The District shall provide copies of all legally permissible information pertinent to the grievance.
- 23-2 A copy of each written report, comment, or reprimand concerning an Employee which the School District places in the Employee's personnel file shall be provided to that Employee. The Employee must sign the personnel copy of the report, comment, or reprimand as directed as acknowledgment of receipt of a copy of the document. Such signature may not be construed as agreement to the contents of the document. Upon request, an Employee shall be provided, at the prevailing rate per page, a reproduction of any material, excluding any pre-employment documents, in the Employee's file. Unless requested by the Association, such a request may not be made more than one time per year.
- 23-3 Any written response by the Employee to any written report, comment, or reprimand will also become a part of the Employee's personnel file and will remain a part of said file as long as the report, comment, or reprimand responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked, the Employee will note under his or her signature on the report, comment, or reprimand at the time the response is delivered that a response has been made and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's

document. If an Employee desires to make a written response to any written report, comment, or reprimand issued by the Immediate Supervisor or Appropriate Administrator, the Employee's response must be made within twenty (20) days. Upon written request of the Employee, a waiver of the time limits by the Appropriate Administrator, not to exceed twenty (20) days, may be granted, which will not be unreasonably withheld. When a copy of the Immediate Supervisor's or Appropriate Administrator's written document is forwarded to any other location, a copy of the Employee's written response must be attached.

23-4 Upon review of the personnel file, an Employee may respond to documents, comments, or reprimands contained therein that the Employee believes to be inaccurate. The Employee's response shall be directed to the Superintendent's designee. If upon investigation by the Superintendent's designee it is determined that the Employee's response is accurate, the response shall become part of the Employee's personnel file or the comment, document, or reprimand in question may be removed by the Superintendent's designee. The determination as to whether the Employee response is accurate and whether said response shall become part of the Employee's personnel file or the comment, document, or reprimand in question shall be removed are determinations that shall be grievable. The Performance Evaluation Report shall remain a permanent part of the Employee's personnel file. If it is determined that the information contained within the evaluation is not substantiated as factual, the District shall replace the evaluation with a corrected copy.

23-5 It is the School District's intention and obligation that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

ARTICLE 24

Surplus Reassignment

24-1 The School District retains the right as defined by NRS 288.150 (3)(b) to determine appropriate staffing levels and adjust those levels at any time.

24-2 If the School District at any time declares a Reduction-in-Force ("RIF"), the provisions of Article 25 shall be followed instead of the provisions of this Article 24.

24-3 The Association will be provided pre-decisional involvement in all issues related to a surplus, including reasonable advance notice of any potential surplus, the job families and positions to be impacted, and the opportunity to provide input into the decision-making process.

24-4 If the School District decides to adjust staffing levels, the appropriate administrator in a particular division, department, or school shall, as soon as practical, notify all employees in the affected position that they may be subject to surplus.

24-4-1 Employees who volunteer to leave an affected position in that division, department, or school shall be the first to be reassigned.

24-4-2 Employees who voluntarily resign in lieu of surplus reassignment will, for one (1) year from the effective date, have a right to return to the same position at any work location.

- (a) This right to return will occur after current School District Employees and Employees who are terminated as a result of a RIF are reassigned.
- (b) It is the former Employee's responsibility to notify the Support Staff Personnel of the desire to return before the advertisement for the position closes.

Thereafter, those Employees in excess of available affected positions with the least District-wide seniority shall be identified as "Surplus Employees."

24-4-3 The District and the Association agree that for school-based clerical or instructional Employees, a reduction in the months of work or the reduction of hours to not less than 4.1 hours per day shall not be considered an adjustment that triggers the Surplus Provisions of Article 24, and any such Employee affected by such a reduction shall not automatically be considered a Surplus Employee.

- (a) Employees affected by such a reduction may seek a transfer in accordance with Article 36, and the limitation set forth in Article 25-3 will be waived for the duration of the applicable Work Year.
- (b) An Employee affected by such reduction may voluntarily relinquish the position and become a Surplus Employee, provided the Employee shall have no right to return to the relinquished position.

24-4-4 District-wide seniority shall be based on the Employee's adjusted hire date. The adjusted hire date shall be determined by subtracting time not spent in regular active service from the original date of hire or from the most recently adjusted hire date.

24-4-5 In the event that more than one support staff has the same date of employment, adjusted hire date shall be determined by lottery designed by the District with input from the Association. The Association has the right to be present during the lottery drawing. Lottery results will be available to the Association upon completion.

24-5 Whenever the adjustment of staffing levels results in Surplus Employees, a Surplus Reassignment shall be initiated.

24-6 Surplus Reassignment

24-6-1 The effective date of a Surplus Reassignment is determined by the School District.

24-6-2 Whenever possible, Employees who may be impacted by a Surplus Reassignment shall be notified at least twenty (20) calendar days prior to the effective date of the Surplus Reassignment.

- 24-6-3 Surplus Employees shall be placed in a surplus pool based upon their current position, grade, months, and hours.
- 24-6-4 All Surplus Employees will meet on dates determined by the School District in one central location ("Surplus Reassignment Meeting"), or be contacted individually, to select from all available positions for which they are Qualified at equal or lower pay grades in order of District-wide seniority.
- 24-6-5 An Employee must meet the qualifications listed on the published job description in order to be eligible for assignment to that position in Surplus Reassignment ("Qualified").
- (a) Employees will automatically qualify for a position that is at an equal or lower pay grade provided the minimum qualifications for that position are the same or less than the minimum qualifications for the position currently held.
 - (b) If an Employee does not automatically qualify for a position, it is the Employee's responsibility to provide necessary documentation, certification, and evidence that the current qualifications for the position have been met prior to the Surplus Reassignment Meeting.
- 24-6-6 At a Surplus Reassignment Meeting:
- (a) Surplus Employees first must select an authorized, lateral, vacant position for which they are Qualified, and will have, from the effective date of the Surplus Reassignment, a one (1) year right to return to the same position in the department or school where they were previously assigned.
 - (1) If a Surplus Employee declines an authorized, lateral, vacant position for which he/she is Qualified, the Surplus Employee has, in effect, resigned from the Clark County School District on the effective date of the Surplus Reassignment.
 - (2) If a Surplus Employee declines an authorized, lateral, vacant position for which he/she is qualified, the Surplus Employee may seek a voluntary transfer prior to the effective date of the Surplus Reassignment but will have no other rights as provided by this Article or Article 26.
 - (b) If there are no authorized, lateral, vacant positions for which a Surplus Employee is Qualified, the Surplus Employee may select an authorized, non-lateral, vacant position, and will have, from the effective date of the Surplus Reassignment, a two (2) year right to return to: 1) the same position in the department or school where he/she was previously assigned; 2) a position in the same job family for which he/she is Qualified at any work location that is lateral to the same position; or 3) a non-lateral position in the same job family for which they are Qualified at any work location.

- (1) A job family is a cluster of like, similar, or related positions as determined and published in the "Job Family List" by Support Staff Personnel.

24-7 If any Surplus Employees are not assigned after a Surplus Reassignment Meeting, the School District shall decide whether to declare a RIF, the provisions of Article 25 shall be followed instead of the provisions of this Article 24.

24-8 If any Surplus Employees are not assigned after a Surplus Reassignment Meeting, and the School District does not declare a RIF, the following shall apply:

24-8-1 If a vacancy becomes available which may be filled by an unassigned Surplus Employee, the School District will contact those Qualified and eligible unassigned Surplus Employees in order of District-wide seniority and offer the vacancy until the position is filled. A position does not become vacant for purposes of this provision until it is released by the appropriate Human Resources administrator and is first offered to Employees with a right to return.

24-8-2 If an unassigned Surplus Employee accepts a lateral position that Surplus Employee will have, from the effective date of the Surplus Reassignment, a one- (1) year right to return to the same position in the department or school where he/she was previously assigned.

24-8-3 If an unassigned Surplus Employee declines a lateral position, that Surplus Employee will have, in effect, resigned from the School District as of the effective date of the Surplus Reassignment.

24-8-4 If an unassigned Surplus Employee accepts a lower position, that Surplus Employee will have, from the effective date of the Surplus Reassignment, a two- (2) year right to return to: 1) the same position in the department or school where he/she was previously assigned; 2) a position in the same job family for which he/she is Qualified at any work location that is lateral to the same position; or 3) a non-lateral position in the same job family for which they are Qualified at any work location.

24-8-5 If an unassigned Surplus Employee declines a lower position, that Surplus Employee will remain unassigned.

24-8-6 The School District may at any time schedule Surplus Reassignment Meetings in addition to the Spring/Fall Surplus Meeting. It is anticipated that for normal spring/fall staffing, additional Surplus Reassignment Meetings may be held in August and October.

24-8-7 Employees who were placed into surplus due to spring/fall staffing shall be allowed to remain in their positions until the School District either declares a Reduction in Force or the last Friday in October, at which point a Reduction in Force shall be deemed to be declared.

- 24-9 A Surplus Employee may not select, be assigned to, or exercise a right to return to a position that would result in the Surplus Employee making more money than he/she did in the position from which he/she was displaced by the surplus process.
- 24-10 The Employee may exercise a right to return only once. It is the responsibility of the Employee to notify Support Staff Personnel of the desire to exercise the right to return before the advertisement for the position closes.
- 24-10-1 If more than one Employee exercises a right to return to a position, the Employee with the most District-wide seniority who is Qualified and eligible will be assigned to the position.
- 24-10-2 When a Surplus Employee seeks and secures a voluntary transfer or promotion to a position that is lateral to or higher in grade than the position from which the Surplus Employee was originally displaced, that Surplus Employee's rights to return under this Article end.
- 24-11 An Employee who is placed into a position through Surplus Reassignment will be expected to perform the essential job functions of the position.
- 24-12 Qualifications are based upon the education, knowledge, skills, abilities, training, and/or experiences required by an individual to perform the essential tasks of the position. They do not guarantee that a person with the necessary qualifications will be successful in the position.
- 24-13 Regulation 4323 provides for the evaluation of support Employees and is applicable for Employees who may be reassigned or placed as a result of surplus assignment.
- 24-14 When the use of a temporary Employee will facilitate the placement of an Employee identified for surplus reassignment, the temporary Employee may be employed according to District regulations.

ARTICLE 25

Reduction-in-Force

- 25-1 The School District retains the right as defined by NRS 288.150 (3) (b) to determine when a Reduction-in-Force ("RIF") is necessary and shall provide notice to the Association as soon as practical when a RIF is contemplated or anticipated to allow the Association an opportunity to provide pre-decisional input.
- 25-2 The effective date of a RIF shall be determined by the School District. Whenever possible, Employees who may be impacted by a RIF shall be notified at least twenty (20) Days prior to the effective date of the RIF.
- 25-3 An Employee displaced during a RIF shall have his/her original pay "protected" for twenty (20) Days from the first date of notification of a possible RIF, or for as long as the employee continues working in the original position as a regular status employee.
- 25-4 Those Employees in excess of available affected positions with the least District-wide seniority shall be identified as "RIF'd Employees."

- 25-4-1 District-wide seniority shall be based on the Employee's adjusted hire date. The adjusted hire date shall be determined by subtracting time not spent in regular active service from the original date of hire or from the most recently adjusted hire date.
- 25-4-2 In the event that more than one support staff has the same date of employment, adjusted hire date shall be determined by lottery designed by the District with input from the Association. The Association has the right to be present during the lottery drawing. Lottery results will be available to the Association upon completion.
- 25-5 When the School District determines that a RIF is necessary, Employees who voluntarily resign will be the first to be reduced-in-force.
 - 25-5-1 An Employee who has been identified for a RIF and who voluntarily resigns in lieu of the RIF reassignment will, for one (1) year from the effective date of the resignation, have a right to return, when a vacancy occurs, to: 1) the same position in the department or school where he/she was previously assigned; or 2) a position in the same job family for which he/she is Qualified at any work location that is lateral or lower to the position previously held.
 - 25-5-2 This right to return is subordinate to the rights to return held by current School District Employees and Employees who were terminated as a result of a RIF.
 - 25-5-3 It is the responsibility of the Employee to notify Support Staff Personnel Services of the desire to exercise this right to return before the advertisement for the position closes.
- 25-6 It is the Employee's responsibility to establish eligibility for positions by obtaining placement in the position's Qualified Selection Pool (become "Qualified" for the position). An Employee must meet the current qualifications detailed on the published job description in order to be eligible for assignment to that position in the RIF process.
 - 25-6-1 Employees will automatically qualify for a position that is at an equal or lower pay grade provided the minimum qualifications for that position are the same or less than the minimum qualifications for the position currently held, as determined by the appropriate Human Resources administrator.
 - 25-6-2 It is the Employee's responsibility to provide necessary current documentation, certification, and evidence that the current qualifications are met.
- 25-7 The following will be the steps for placing RIF'd Employees:
 - 25-7-1 RIF'd Employees will first be placed in an authorized, vacant position, within the same job family and at the same grade and months and hours, for which the RIF'd Employee is Qualified.

- a. A job family is a cluster of like, similar, or related positions as determined and published in the "Job Family Listing" by Human Resources.
- 25-7-2 If no such vacancy exists, the RIF'd employee will replace (bump) an Employee in such a position (same job family, same grade, same months and hours) who has less District-wide seniority.
- 25-7-3 If the RIF'd Employee is not more senior than any Employee in such a position (same job family, grade, months and hours), the RIF'd Employee will be placed in an authorized, vacant position, within the same job family at the same grade but with less months and/or hours, for which the RIF'd Employee is Qualified.
- 25-7-4 If no such vacancy exists, the RIF'd employee will replace (bump) an Employee in such a position (same job family, same grade, less months and/or hours) who has less District-wide seniority.
- 25-7-5 If the RIF'd Employee is not more senior than any Employee in such a position (same job family, same grade, less months and/or hours), the RIF'd Employee will be placed in an authorized, vacant position, within the same job family at a lower grade with the same or less months and/or hours, for which the RIF'd Employee is Qualified.
- 25-7-6 If no such vacancy exists, the RIF'd employee will replace (bump) an Employee in such a position (same job family, lower grade, same or less months and/or hours) who has less District-wide seniority.
- 25-7-7 If the RIF'd Employee is not more senior than any Employee in such a position (same job family, lower grade, same or less months and/or hours), the RIF'd Employee will identified to be reduced-in-force (terminated from employment).
- 25-7-8 RIF'd Employees who are identified to be terminated after these procedures, shall be allowed to select any authorized, vacant position at a lateral or lower grade for which the Employee is Qualified. If no position is available, the Employee shall be terminated.
- 25-7-9 The steps described in this subsection 25-7 shall be repeated from the beginning for any Employee who is "bumped" out of his/her position by a more senior Employee.
- 25-8 RIF'd Employees and those who are bumped by RIF'd Employees will have a two (2)-year (from the effective date of the RIF reassignment) right to return to the position eliminated and previously held at any work location when an authorized vacancy occurs.
 - 25-8-1 This right to return may only be exercised once.
 - 25-8-2 It is the responsibility of the Employee to notify Support Staff Personnel Services of the desire to exercise this right to return before the advertisement for the position closes.

- 25-9 RIF'd Employees who are identified to be terminated who select any authorized, vacant position at a lateral or lower grade for which the Employee is Qualified, and those who are terminated will have a two (2)-year right to return to the position eliminated and previously held or any position lateral to or at a lower grade to the position eliminated and previously held for which the Employee is Qualified when an authorized vacancy occurs.
- 25-9-1 This right to return may only be exercised once.
- 25-9-2 It is the responsibility of the Employee to notify Support Staff Personnel Services of the desire to exercise this right to return before the advertisement for the position closes.
- 25-10 When an Employee whose position is eliminated or who is bumped by a more senior Employee during a RIF seeks and secures a voluntary transfer or promotion and the voluntary transfer or promotion is lateral to or higher in grade than the position from which the Employee was originally displaced, the Employee's rights to return under this Article will end.
- 25-11 An Employee who is placed into a position through the RIF process will be expected to perform the essential job functions of the position.
- 25-12 Qualifications for a position are based upon the knowledge, skills, abilities, training, and/or experiences required by an individual to perform the essential tasks of the position. They do not guarantee that a person with the necessary qualifications will be successful in the position.
- 25-13 Regulation 4323 provides for the evaluation of Employees and is applicable for Employees who are reassigned or placed as a result of a RIF.
- 25-14 When the use of a temporary Employee will facilitate the placement of an Employee identified for RIF, the temporary Employee may be employed according to School District regulations.
- 25-15 A RIF Review Procedure shall be available to any Regular Status Clark County School District education support employee who has been "impacted" by a RIF ("RIF'd Employee").
- 25-15-1 An education support staff employee will be deemed to have been "impacted" by a RIF if the employee's work terms or conditions, pay, and/or benefits have been altered in anyway by a RIF.
- 25-15-2 A RIF'd Employee is entitled to be assisted or represented by an Education Support Employees Association ("ESEA") representative or another representative of the RIF'd Employee's choice throughout the RIF Review Procedure.
- 25-15-3 A RIF'd Employee or his/her representative may submit a review request to dispute the RIF'd Employee's placement or CCSD's failure or refusal to make a placement to which the RIF'd Employee believes he/she is entitled ("RIF Review Request").

- 25-15-4 A RIF Review Request must be submitted within twenty (20) Days of the date the alleged placement or failure to place occurred. For purposes of a claim that a RIF'd Employee was wrongfully denied a placement, the date the failure to place occurred shall be the date that the notice of the successful applicant is posted.
- 25-15-5 The RIF Review Request must be submitted on the form provided by CCSD and completed in full. The RIF'd Employee or his/her representative must indicate on the RIF Review Request how the RIF'd Employee or representative would like to receive CCSD's written determination (mail, fax, or email). For the initial implementation of this RIF Review Procedure, CCSD will attach the RIF Review Request form to the InterAct posting and include it in the mailed notice.
- 25-15-6 The RIF Review Request may be submitted, within the time period specified in Article 26-15-4, by: (1) hand-delivering it to the Clark County School District, Support Staff Personnel Services, Room 108, 2832 East Flamingo Road, Las Vegas, NV 89121; (2) mailing it (with a return receipt) to the same address; (3) emailing it to 0031-supportstaff@nv.ccsd.net; or (4) faxing it to (702) 799-5488. The date of the submission shall be: (1) for hand-delivery, the date CCSD stamps its confirmation of receipt; (2) for mailing, the date of the postmark; (3) for faxing, the date of the fax confirmation; and (4) for emailing, the date the email is shown to have been sent.
- 25-15-7 Upon receipt of a RIF Review Request, CCSD will investigate the dispute and make a determination within twenty (20) Days of the date of receipt of the request, unless unusual circumstances require an extension. If an extension is determined to be needed, CCSD will send notice of the extension and reasons therefore to the RIF'd Employee, or the RIF'd Employee's representative if the request was submitted by the representative. CCSD will provide its determination in writing and deliver it, as indicated on the RIF Review Request, to the RIF'd Employee, or the RIF'd Employee's representative if the request was submitted by the representative. A RIF'd Employee or his/her representative will be deemed to be in receipt of the determination three (3) business days after the determination is mailed, on the date of the fax confirmation, or on the date the determination is emailed.
- 25-15-8 If after receiving CCSD's determination, the RIF'd Employee or his/her representative desires to have a meeting to further discuss the dispute, the RIF'd Employee or his/her representative shall mark the appropriate box on the determination and submit the same to CCSD within ten (10) Days of receipt of the determination. Submission of a request for meeting shall be in the same manner described in Paragraph 8 above. Upon receipt of a request, CCSD will schedule the meeting within ten (10) Days of the date of receipt, unless unusual circumstances require an extension. If an extension is determined to be needed, CCSD will send notice of the extension and reasons therefore to the RIF'd Employee, or the RIF'd

Employee's representative if the request was submitted by the representative.

- 25-15-9 If CCSD determines that a RIF'd Employee was improperly placed or denied a proper placement and an appropriate, authorized, and approved vacancy exists, CCSD will immediately place the employee in that vacancy and pay the RIF'd Employee back pay for the difference between the position to which he/she was incorrectly placed and the position to which he/she should have been placed. A vacancy is "appropriate" for an employee if the employee previously held the position or is in the position's Qualified Selection Pool and presently has all necessary minimum qualifications for the position, a vacancy is "authorized" if it is funded by any source, and a vacancy is "approved" if the CCSD Human Resources Division determines that it is a position that will be filled. Any determination that a position will not be filled must be based upon a legitimate business reason.
- 25-15-10 If CCSD determines that a RIF'd Employee was improperly placed or denied a proper placement and no appropriate, authorized, and approved vacancy exists, CCSD will pay the RIF'd Employee back pay for the difference between the position in which he/she was incorrectly placed and the position in which he/she should have been placed, and "star-rate" the RIF'd Employee's rate of pay to what it should be had the RIF'd Employee been properly placed, until the RIF'd Employee is placed in an appropriate, authorized, and approved vacancy.
- 25-15-11 If CCSD determines that a RIF'd Employee was properly placed, the matter may be submitted to arbitration pursuant to Article 4-6(j), "Step Three," of the Negotiated Agreement between CCSD and ESEA.

ARTICLE 26

Use of Private Vehicles

- 26-1 Mileage payments shall be granted Education support Employees covered by this Agreement in accordance with the Clark County School District administrative regulation pertaining to "Travel by District Employees."

ARTICLE 27

Public Employees Retirement System

- 27-1 Continuing the provision begun with the Agreement for School Year 1975-76, the School District agrees to pay, beginning with the first day of this Agreement and for the term thereof, the standard Employee and/or employer contribution to social security and Medicare as required. Further, the district shall account for and forward to PERS payments provided by the employee and employer as required by this agreement, for each Employee covered by this Agreement.
- 27-2 Notwithstanding any other provision of this Agreement, the Employee share of any future (2027 and later) Nevada PERS contribution rate increase shall be paid by the Employee, which will be done by reducing the salary schedule the equivalent of one-half (½) of the total PERS rate increase on the effective date of the PERS rate increase

unless the parties agree to a different method for payment of the Employee share of the rate increase through negotiations, which may occur after implementation of the salary schedule reduction.

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

For the July 1, 2025, Nevada PERS rate increase, the "in lieu of equivalent basic salary increase or cost of living increase," option will be utilized on the 2025 Contribution Rate Change Certification declaration.

ARTICLE 28

General Savings Clause

- 28-1 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 29

No Strikes/Work Stoppages

- 29-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work or slowdown of the operation of the School District during the term of this Agreement.

ARTICLE 30

Discrimination Clause

- 30-1 The Association agrees that membership in the Association shall be open to all Regular Status Employees of the District regardless of race, color, religion, national origin, sex, marital status, political affiliation, age, or disability. The District will do nothing to discourage or encourage Employees from membership in the Association.
- 30-2 No person, persons or agencies responsible to the District nor the Association and its officers and members shall discriminate for or against any Employee on the basis of race, religion, color, national origin, sex, disability, marital status, Employee organization or political affiliation, age or for the purposes of evading the spirit of the Agreement. The District and the Association agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters.
- 30-3 All Employees have a right to work in an environment free of unlawful discrimination, including sexual harassment. Since statutory remedies are available to address these concerns, the resolution of such disputes is outside the grievance and arbitration provision of this Agreement.

ARTICLE 31

Work Practices

- 31-1 Education support personnel covered by this Agreement and the Association agree not to use any District equipment during working hours that will benefit the Employee personally or in any way benefit the Association.

- 31-2 Subject to the provisions of the negotiated agreement, no Association business or activities shall be conducted during the education support Employee's working hours.
- 31-3 Parties agree that no education support Employee shall perform work of a personal nature for any administrator or for himself/herself during the Employee's working hours.
- 31-4 Parties agree that abuses by education support Employees of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.
- 31-5 No education support Employee, during the normal duty hours, will perform any work for other officially recognized bargaining agents or bargaining units or other Employee associations or groups.
- 31-6 The School District agrees to work with the Association in providing for compliance with NRS 391.273.
- 31-7 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

ARTICLE 32

Progressive Discipline

- 32-1 The continued employment of a regular-status Employee is contingent upon proper performance of assigned duties and personal fitness. A Regular Status Employee may be issued disciplinary action up to and including suspension, demotion and/or dismissal for just cause. The District recognizes employees' rights emanating from NLRB v. J. Weingarten, Inc. 420 U.S. 251, and will not commence or continue an interview with an employee if the employee believes the interview could lead to disciplinary action and the employee asks for their union representative be present.
- 32-2 The District agrees that principles of progressive discipline will be followed. Disciplinary actions may range from a written warning to formal dismissal. When extraordinary circumstances are involved, an Employee may be suspended immediately, without prior notice or an administrative evidentiary hearing.
- 32-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change shall be called to the Employee's attention in writing within twenty-five (25) Days (as defined in Article 1-12) 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. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the behavior, the twenty-five (25) Day period shall be tolled during the pendency of the postponement.
- 32-2-2 The steps of formal discipline are:
1. Written Warning
 2. Written Reprimand
 3. Suspension of three (3) Days or less

4. Suspension of four (4) Days or more
5. Demotion
6. Dismissal

A documented Oral Warning or Summary of Conference is considered coaching and counselling and is not formal discipline. Documentation of an Oral Warning or Summary of Conference remains in a supervisory file and is not included in an employee's personnel file. Employees will be provided a minimum of two (2) Days written notice of a mandated investigatory interview. Effective August 1st of each school year, the previous school years documented Oral Warning or Summary of Conference are removed from the supervisory file.

32-3

Written Reprimand

- A. In the event that a written reprimand is issued, a copy will be given to the Employee not later than twenty-five (25) calendar days after the infraction. A copy shall also be placed in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- B. The Appropriate Administrator shall meet with the Employee to discuss the reprimand. Pursuant to Article 23-3, the Employee may submit a written response to this document.

32-4

Suspension of Three Days or Less

- A. A suspension of three (3) days or less without pay may be made by the Appropriate Administrator or designee.
- B. If a serious offense is witnessed by the suspending authority, the Employee may be suspended immediately after the Employee has been granted an opportunity to explain what occurred to the suspending authority.
- C. If the suspending authority is not a witness to the Employee's alleged misconduct, the Employee shall be given an oral statement of the charge and afforded an opportunity to explain the alleged misconduct at an informal meeting with the suspending authority and those persons necessary to prove cause.
- D. A written report of disciplinary action shall be completed by the suspending authority not later than twenty-five (25) days after the infraction. The written report will be signed by the Employee, acknowledging receipt of the report only, and transmitted to the Human Resources Division for inclusion in the Employee's personnel file. In the event the Employee or the Association

requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.

- E. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-4(D) of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.

32-5

Notice of Intent to Suspend for Four or More Days, to Demote or to Dismiss

- A. Such notice of intended disciplinary action pursuant to this section shall be sent to a regular status Employee by certified mail or shall be delivered in person not later than twenty-five (25) calendar days after the infraction. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- B. The notice shall contain the following information:
1. A statement of the specific charge or charges brought against the Employee.
 2. A statement that the Employee has the right to appeal the action as outlined in the grievance procedure of this Agreement.
 3. A statement indicating that the Employee shall have the right to:
 - (a) Be assisted or represented by an Association Representative or another representative of the Employee's choice.
 - (b) Present evidence and witnesses.
 - (c) Examine witnesses and compel attendance and testimony of district Employees or receive evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure.
 - (d) Request that the proceedings be recorded for future transcription.

- (e) Be informed of the proposed length of suspension, if appropriate.
- (f) Be informed of the proposed classification to which the Employee may be demoted, the new salary rate, the immediate supervisor or Appropriate Administrator, and the job location, if appropriate.
- (g) A statement indicating that the Employee's signature does not suggest agreement with the contents of the notification, but merely signifies that the Employee has read the notice.

32-6

Suspensions of Four Days or More

- A. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Days by the administrator in charge of the division or a designated representative.
- B. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.
- C. The notice shall be served on the Employee at least the same number of days prior to the administrative evidentiary hearing as the number of days for which the suspension is sought or ten (10) Days, whichever is less.
- D. A suspension shall not be effective until a decision has been reached as a result of an administrative evidentiary hearing.
- E. The Superintendent's designee shall preside at the hearing and shall render a written decision within three (3) Days.
- F. When extraordinary circumstances are involved, the Employee may be suspended immediately without prior notice or an administrative evidentiary hearing.
 - (1) The notice and hearing shall be provided as soon as possible after the suspension has been effected, consistent with this Article.
 - (2) Extraordinary circumstances include but are not limited to acts, which are criminal in nature, which involve the welfare or safety of the staff or the public, or which endanger District property.
- G. Suspensions may be for consecutive Days and will not include more than two Days in an employee's work week.

32-7

Unpaid Leave Pending Investigation/Indefinite Suspension

- A. After reviewing the matter with the Employee, the Superintendent's designee may immediately place a Regular Status Employee on unpaid leave following the arrest or initiation of an investigation of the Employee by law enforcement or a government entity other than the School District, into the following allegations: conduct that adversely affects the physical or mental health or safety of a student (including but not limited to, sexual or physical contact with a student or child);

felony arrest, charge, or conviction; intentional dishonesty with the District assuming the burden of proof of the intentional act by the employee, possession of a firearm or deadly weapon on District property as defined in NRS 200.265: crimes of moral turpitude; conduct that would constitute a crime or other violation of state or federal law which has an impact on the employee's position, or drug or alcohol-related offenses, which impacts the employee's ability to perform their duties. The unpaid leave will continue pending resolution of the charge or conclusion of the investigation by appropriate authorities.

- B. After reviewing the matter with the Employee, the Superintendent's designee may immediately suspend a Regular Status Employee, without pay, and indefinitely if an Employee fails to maintain a required license, certification or other prerequisite for the Employee's position. The indefinite suspension will continue pending the Employee obtaining the requisite license, certificate or satisfying the other prerequisite for the Employee's position that caused the suspension.
- C. If dismissal or demotion is recommended at the conclusion of the unpaid leave pending investigation or indefinite suspension, the Superintendent's designee may continue the Employee on unpaid leave or suspension, pending the proposed action, upon compliance with the notice procedures contained in Article 32-5.
- D. If at the conclusion of the investigation the Employee is determined to not have engaged in any crime, violation of state or federal law, or misconduct per the provisions of Section A above, that caused the unpaid leave, the Employee will receive back pay for the time the Employee was placed on unpaid leave pending investigation. If the employee receives disciplinary action of a written warning for the misconduct that led to the unpaid leave, the employee shall receive all back pay and benefits for the time the employee was off work. If the employee receives disciplinary action of a suspension for the misconduct that led to the unpaid leave, the employee will normally receive back pay and benefits less the length of the suspension after review of the facts and previous District action in similar circumstances by the Chief Human Resources Officer or their designee.
- E. In the case of an Employee who waives the right to a speedy trial for any criminal charges while on unpaid leave pending investigation, back pay and interest is capped at twelve (12) months.
- F. If the investigation results in a sustained dismissal of the Employee, the Employee shall not be entitled to back pay for any of the time the Employee was on unpaid leave pending investigation, regardless of the length of such leave.

32-8

Involuntary Demotion

- A. Prior to the demotion of an Employee, a notice of intended disciplinary action, in compliance with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. No demotion shall be made as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.

- C. The proposed demotion shall not become effective until the conclusion of the administrative evidentiary hearing conducted by the Superintendent's designated representative.
- D. A written decision of the administrative evidentiary hearing shall be rendered within three (3) Days.
- E. An Employee who is involuntarily demoted as a disciplinary measure shall be placed on the step of the salary range that the Employee would have achieved in the position to which the Employee is demoted.

32-9

Dismissal

- A. Prior to dismissal, a notice of proposed disciplinary action, in compliance with Section 32-5 of this Article shall be transmitted to the Employee and to the Human Resources Division.
- B. The Employee may be suspended pending dismissal proceedings.
- C. The Appropriate Administrator will present the dismissal recommendation to the Superintendent's designated representative.
- D. An administrative evidentiary hearing shall be held no sooner than ten (10) calendar days from receipt of the notice to recommend dismissal nor later than thirty (30) calendar days from receipt. The parties may waive these time limits by written agreement.
- E. The Superintendent's designee shall preside at the dismissal hearing and shall consider all evidence as to the facts and circumstances surrounding the allegation contained in the notice of proposed disciplinary action.
- F. A written decision must be issued within five (5) Days of the conclusion of the hearing. It must state the facts and conclusions, which support the decision.

32-10

Appeal of Disciplinary Actions

- A. Regular Status Employees may appeal any disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. Disciplinary actions of suspensions, demotions, or dismissals sustained by the hearing(s) defined in 32-5 and 32-6 may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the Arbitration Procedure (Article 4-6).

32-11

Document Removal

- A. An Employee who receives a disciplinary document, in the Employee's personnel file and who does not subsequently receive any other disciplinary document, may submit a written request to have the disciplinary document removed from their personnel file as follows:
 - (1) Written Warning: one day following one (1) year after the date of issuance.

(2) Written reprimand: one day following eighteen (18) months after the date of-issuance.

(3) Suspension: one day following two (2) years after the date of-issuance.

ARTICLE 33

Special Conditions

33-1 Clothing Allowance

Any Employee required by the Clark County School District to wear special clothing in performance of his/her duty will receive either special clothing or an appropriate allowance, mutually agreed to by the parties, to purchase clothing that meets the specifications of the District.

33-1-1 Food Service employees, excluding those in an office/clerical setting, will be eligible to receive an \$80 shoe allowance annually, commencing after the completion of their probationary period and continuing on an annual basis thereafter. The shoe allowance is provided to assist eligible employees in purchasing appropriate footwear required for their roles within the food service department, ensuring compliance with safety and hygiene standards.

33-2 Application Process for Summer Temporary Assignments

The District will advertise summer temporary assignments internally before seeking out-of-District applicants. First consideration for summer temporary job assignments will be provided to regular status support staff employees in the relevant job family.

33-3 Bus Driver Guarantee

Nine- (9) or eleven- (11) month bus drivers are guaranteed at least six (6) hours of work each School Day. If a six- (6) hour Employee is assigned to an extra duty, there will be no additional compensation, unless the length of the additional assignment causes the driver to work more than six- (6) hours. If the assignment causes the driver to work beyond the six (6) hour guarantee, that driver shall be paid at his/her regular rate of pay for the additional time in excess of six (6) hours.

Drivers who have less than a six (6) hour driving assignment will be required to clean their bus or perform other duties within the scope of their normal tasks relating to transportation services within their six (6) hours assigned work day.

33-3-1 Paid hours for bus drivers who are assigned less than five (5) days per week will be pro-rated at the rate of six (6) hours per day.

33-3-2 A summer assignment may be bid by current nine- (9) month and nine- (9) month modified bus drivers provided there is no conflict in the nine- (9) month or the nine- (9) month modified schedules and the summer assignment. Bus drivers successfully bidding for summer assignments shall receive the six- (6) hour guarantee for four (4) work days during each week of the assignment. If a scheduled driver's service requires a fifth day, a three-hour guarantee will apply.

Summer substitute drivers who are called in shall receive a guaranteed three- (3) hour day. Article 15-1 does not apply to summer substitute drivers.

Eleven- (11) month bus drivers with year-round school assignments shall receive the six- (6) hour guarantee during the periods that nine- (9) month schools are unassigned.

33-3-3 A period of one (1) hour or less of waiting time between assigned runs shall be included as paid driving time.

33-4 The District has twenty-five (25) Days from the students' first day of school to adjust a regular bus driver's total paid time, and thirty (30) Days from the students' first day of school to adjust a special education bus driver's total paid time. If a bus driver's total paid time is reduced after these dates, the bus driver will still be entitled to be paid the total paid time and will be utilized as indicated in Article 33-3. A bus driver's total paid time is the original bid time, unless an adjustment is formally approved by the Scheduling Analyst and the driver is issued a formal adjustment document.

33-5 **Tool Allowance**

Automotive mechanics, parts re-builders, mechanic assistants, and automotive painters shall receive a seventy-five dollars (\$75.00) per month tool allowance. Automotive mechanic leaders, automotive workers, radiator repairers, and tire inspector/repairers shall receive twenty-two dollars (\$22.00) per month tool allowance.

33-6 **Remote Pay**

Full-time education support Employees assigned to remote or isolated areas that are currently receiving remote pay will be grandfathered to receive that compensation until they leave the District or accept a different position. These grandfathered employees shall receive an incentive allotment in addition to their regular salary. Following are the rates:

Indian Springs	1,200
Goodsprings	1,600
Searchlight	1,600
Spring Mountain	1,200
Moapa Valley	1,200
Virgin Valley	1,200
Sandy Valley	1,600
Laughlin	2,000
Mount Charleston	1,200
Calville Bay (resident only)	1,200

33-7 **Commercial Driver's License (CDL)**

The District shall reimburse all renewal fees to Employees who are required to possess a CDL.

33-8 The School District recognizes that staff development is important for all Employee groups, including support staff Employees.

33-9 An Employee may utilize annual leave, personal leave, compensatory time, or a flexible day on those days assigned to work but which may be changed to a non-assigned day at the specific assigned worksite by the District including staff development days. Time available for use is restricted to that time actually assigned as an Employee. Use of such leave must be in accordance with the appropriate provisions of this Agreement. This shall not prevent the District from assigning an Employee to another work location on a day, which has been changed from an assigned day to a non-assigned day. This Article 33-10 also applies to probationary Employees.

33-10 **Title I Paraprofessionals**

- a. A career ladder for Title I paraprofessionals required to meet the standards of NCLB will be maintained with four steps, based upon the State of Nevada standard for highly qualified status.
- b. It is recognized that it is the District's intent to provide funds for tuition and books or test fees whenever federal funds are available for such purposes.

33-11 **Transportation Aide Route Assignments**

33-11-1 It is the District's intention that as a general rule, daily transportation aide at each bus yard shall be based on seniority.

33-11-2 The provisions of Article 33-11 are not subject to the grievance process; however, a transportation aide who believes that a route assignment did not properly account for his or her seniority may appeal the route assignment to the appropriate Transportation Administrator for the assigned bus yard.

33-11-3 A Transportation Aide-Special Education who promotes to a Bus Driver or Special Education Bus Driver position will be placed based on the hire date to the position in the applicable seniority list utilized by Bus Drivers and/or Special Education Bus Drivers to bid bus routes. A Bus Driver or Special Education Bus Driver who demotes to a Transportation Aide-Special Education position will be placed based on the hire date to the position in the applicable seniority lists utilized at bus yards to assign Transportation Aides-Special Education to bus routes.

33-12 **Fingerprinting**

As required by Nevada Law, Employees must be fingerprinted once every five (5) years. For the term of this Agreement and the School District and its police department will waive any fees or cost for such fingerprinting.

ARTICLE 34
Safety and Health

- 34-1 The District will provide safe, healthy working conditions for all Employees of the bargaining unit in accordance with applicable safety laws and regulations.
- 34-2 The District will provide first aid supplies and necessary supplies needed for universal precautions in accordance with applicable safety laws and regulations.
- 35-3 Employees shall comply with all District safety regulations and procedures.
- 34-4 Disputes arising under this Article shall be grievable only to the extent that there are no city, county, state, or federal agencies that have jurisdiction over the safety laws in question.
- 34-5 For purposes of this Article, an "incident" is defined as an accident, a "near" accident, or an identified hazard which constitutes a serious threat to the health or safety of an Employee of the District or a student under the control of the District.
- 34-6 The Employee shall report any incident to the Immediate Supervisor as prescribed by the District's Safety Advisory Group.
- 34-7 Four (4) representatives shall be appointed to the District's Safety Advisory Group by the ESEA.
- 34-7-1 The Safety Advisory Group shall seek to improve safety and health practices and procedures district-wide.
- 34-7-2 The Safety Advisory Group shall determine the structure and aims of the Safety Advisory Committees.
- 34-7-3 The Safety Advisory Group shall draft, pilot, and critique an incident reporting system prior to May 1988.
- 34-8 Each incident shall be investigated so that appropriate action can be taken within a reasonable time, not to exceed sixty (60) Days.
- 34-9 The District recognizes that to effectively serve the health care needs of students, first aid safety assistants are essential in the distribution of prescribed medication or assistance in other health care areas.

Until the allocation of first aid safety assistants in every school is realized, the District and the Association recognize that all Employees may be asked to assist in this process. One Employee at every worksite may be designated as the primary dispenser of medication.

For the initial placement of first aid safety assistants and as the allocation of first aid safety assistants is realized as a result of funding, the Association will provide input to the District.

ARTICLE 35

Request for Information

- 35-1 The parties to this Agreement shall make all relevant information available to each other within a reasonable time of its request. If the party has documents containing

the information requested, these will be provided. In the event that documents containing the requested information are not available, reasonable access to files containing the needed information shall be permitted. Both parties agree to pay reasonable costs for collecting information.

35-2 Requests for information shall be made in accordance with NRS 288.180.

35-3 When the School District hires an Employee, as defined in Article 1-8 of this Agreement, it shall promptly provide the Association with the Employee's name, contact information, job title and work location.

ARTICLE 36

Transfer

36-1 The intent of this Article is to facilitate the transfer of education support Employees as provided in NRS 288 when such transfers are necessary or requested.

36-2 Assignment is defined as the work location for the Employee.

36-3 A voluntary transfer is initiated by the Employee.

36-3-1 All vacancies for support staff positions, including new positions, will be posted within the District for a minimum of two (2) working days.

36-3-2 Posting of vacancies will not begin or end during winter or spring breaks.

36-3-3 Lateral voluntary transfers will be limited to one (1) per school year. Lateral voluntary transfers do not include those transfers which will result in an increase in hours, months or range.

36-3-4 Vacancy announcements will include the eligibility criteria and selection process for each position.

36-3-5 The School District recognizes that it is desirable, when making transfer decisions, to consider the interests and aspirations of its employees. In considering requests for transfers, the relevant administrator may consider among other criteria: previous experience; performance evaluations; service to the District; and related job training.

36-4 An involuntary transfer is initiated by the District.

36-5 Involuntary transfers may be initiated due to decline in enrollment, the closing of a school, a change in formula allocation, a change in program, or any other condition that would require reducing the number of education support Employee assigned to a school, work location, or to a program within a school.

36-6 Employees whose assignment requires services to be provided to the district-at-large or at multiple work locations are exempt from the provisions of this Article.

36-7 For purposes of this Article, seniority is defined as the length of service in the current job classification. The Employee at the work site with the least seniority in the job classification to be affected will be identified for involuntary transfer.

- 36-8 A non-returning position is defined as a job classification at a particular site or within a particular program that must be authorized each School Year.
- 36-9 Education support Employees shall not be transferred because of the transfer of an administrator or supervisor unless the transfer is voluntary and unless the transfer is to a vacant position.
- 36-10 No transfer shall be initiated or imposed for disciplinary reasons.
- 36-11 No change shall take place in the hourly rate of pay of an education support Employee upon transfer unless the transfer is a result of a demotion.
- 36-12 An Employee may initiate a voluntary transfer by contacting the Appropriate Administrator where the advertised vacancy exists.
- 36-13 A request for voluntary transfer will be considered when a vacancy exists in the same job classification.
- 36-14 In the event it is necessary to involuntarily transfer an Employee the following procedure shall be used:
- 36-14-1 The Appropriate Administrator shall review the needs of the school, department, or program.
- 36-14-2 The Employee with the least seniority as defined in Article 36-7 will be transferred.
- 36-14-3 In the event that there is no vacancy available, the provisions of Article 25, Reduction in Force, will apply.
- 36-15 An Employee who serves in a non-returning position is exempt from the provisions of this Article except as otherwise provided.
- 36-16 In instances where a reduction in personnel is necessary, Employees may be transferred voluntarily to a position in the same classification or a similar or related classification at the then current rate of pay for the classified position to which reassigned.
- 36-17 An internal staffing adjustment may be made by reassigning an Employee within a job classification within the District.
- 36-18 An Employee may be reassigned to any work location for up to thirty (30) days in response to temporary requirements for work.
- 36-19 The safety, welfare, and security of students, staff, public, and district property may necessitate a transfer initiated by the District.
- 36-20 Disputes involving the interpretation and implementation of this Article shall be subject to the Expedited Arbitration Procedure (Article 4-18).

- 36-21 A reassignment of an industrially injured Employee as defined in NRS 616 and NRS 617 will not be deemed a transfer or involuntary demotion under this Article.
- 36-22 An occupationally injured Employee returning from a medical leave of absence, and who is able to perform the essential tasks of the position with or without reasonable accommodation he or she held prior to the injury, shall have priority placement to that job. Should the job not be vacant, the Employee will have priority placement to the next available opening for which the Employee is qualified.
- 36-23 The Association will be notified prior to placement of any occupationally injured Employee.

ARTICLE 37
Term of Agreement

- 37-1 This Agreement shall remain in effect until the 30th day of June, 2027~~5~~, and shall continue from year to year thereafter. In the event the parties commence negotiations for a successor agreement, then this Agreement shall remain in full force and effect until such successor agreement is ratified.
- 37-2 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.
- 37-3 The parties agree to continue negotiations on other terms of this 2025-2027 Agreement and agree to meet at least once a month to finalize the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of September, 2025.

CLARK COUNTY SCHOOL DISTRICT

Jhone Ebert
Superintendent of Schools

Irene Bustamante Adams
Board of Trustees, President

Date: _____

Date: _____

Tameka Henry
Board of Trustees, Clerk

Date: _____

EDUCATION SUPPORT EMPLOYEES ASSOCIATION

Jan Giles
President

Chris Urbanski
Vice President

Date: _____

Date: _____