Negotiated Agreement

between

the

Clark County School District

and the

Police Officers Association of the Clark County School District

2025-2027

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PREAMBLE

This Agreement is made and entered into by and between the CLARK COUNTY SCHOOL DISTRICT and the POLICE OFFICERS ASSOCIATION OF THE CLARK COUNTY SCHOOL DISTRICT, this ____ day of _____, 2026.

Whereas, it is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of Trustees of the Clark County School District. Those rules established during the term of this Agreement shall not be inconsistent with this Agreement; and

Whereas, 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; and

Whereas, 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 of the highest quality; and

Whereas, police officers in the School District have the right to join, or not join, any organization for their professional or economic improvements; and

Whereas, this agreement shall not be construed in any fashion to require the District to maintain and operate its own police force. The decision whether or not to maintain a District police force is within the sound discretion of the District upon consideration of the needs of the District, the fiscal resources of the District, the availability of police personnel from outside agencies or entities and such other factors as the District determines to be appropriate.

Whereas, the mission of the Clark County School District, as a national educational model, is to utilize all available resources to ensure full intellectual and character development of each individual as a responsible citizen who has the courage and ability to manage change effectively.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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. The term "NRS 289," as used in this Agreement, refers to Chapter 289 of the Nevada Revised Statutes enacted by the 1983 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Rights of Peace Officers. The term “NRS 391.100” as used in this agreement, refers to Chapter 391 of the Nevada Revised Statues enacted by the 1999 session of the Nevada Legislation, cited as Salaries of Teachers and other Employee’s; School Police.

1-2 The term ‘NRS 288.215,’ as used in this Agreement, refers to Chapter 288 of the Nevada Revised Statutes enacted by the 1977 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature titled, “Submission of dispute between firefighters or police officers and local government employer to arbitrator.”

1-3 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.

1-4 The term "Association," as used in this Agreement, means the Police Officers Association of the Clark County School District, and is the entity known as the Employee Organization in NRS 288.040.

1-5 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.

1-6 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.

1-7 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.

1-8 The term "Personnel Officer," as used in this Agreement, means the School District's associate superintendent, Human Resources Unit, or the superintendent's designee.

1-9 The term "Employee," as used in this Agreement, means a Regular Status police officer, certified by the Nevada Post/Nevada Law Enforcement Academy, commissioned by the Clark County School District, 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.

1-10 The term "Regular Status Employee," as used in this Agreement, means a certified police officer that has successfully completed a “Nevada Category I” Police Academy, or the ability to achieve Category I status within one (1) year, or the equivalent as prescribed by NAC/NRS Nevada Post Standards for in lieu reciprocity States, and the twelve (12) months probationary period from date of hire. The certified police officer is a full time safety-sensitive employee required to possess and carry a firearm as a condition of employment. Such employee can be supervised only by a certified law enforcement officer as stated in NRS 391.100-9. Reserve/Auxiliary/Volunteer officers do not qualify as a “Regular Status Employee”.

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 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 only. The minimum number of workdays in a work assignment shall be two hundred ten (210) days or 1,680 hours for 11-month employees, and two hundred thirty (230) days or 1,840 hours for 12-month employees.

1-13 A "Work 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 on Sunday and ending on Saturday.

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, foster parent, son-in-law, daughter-in-law, aunt, and uncle.

1-16 The term "Agreement" refers to this document, the binding Agreement between the Clark County School District and the Police Officers Association of the Clark County School District.

1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the Chief of Police (as defined in NRS 391.100-9), and/or any other Nevada Post Certified Police Administrator.

1-18- The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative [Sergeant] of the Appropriate Administrator paid on the Police Officers 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, and public or district property.

1-20 "Emergency" means a situation which the police administration or the District could not have reasonably anticipated and when Police Department needs may require adjustments to work schedules in order to maintain minimum staffing levels for the Department.

1-21 “Pursuit” means the act by the Employee of following a person(s) in order to overtake and capture that/those person(s).

1-22 The term “Span of Control” refers to the number of subordinates who report directly to a single Appropriate Administrator or Immediate Supervisor. A correlation generally exists between the span of control and the number of supervisory ranges within the department.

1-23- An "Association Representative" is a duly authorized association representative appointed by the Association and noticed to the District.

1-24 The term “Call-Out” is defined as any employee who returns to work on a non-scheduled assignment during off-duty hours after the employee has left their normal duty location.

1-25 The term “Field Training Officer (FTO”) / “Instructor” is defined as a regular status employee who is assigned in writing by the Chief of Police or designee, the task of training an employee or employees.

1-26 The term “Police Department” as used in this agreement refers to the Clark County School District Police Department that is comprised of certified “Regular Status Employees” who possess a POST Certificate and are supervised by the Appropriate Administrator.

1-27 The term “Executive Board” refers to the President, Vice-president, Secretary, and Treasurer of the Association.

1-28 The term “Paternity/Maternity Leave” Leave granted to employees for the purposes of caring for newly born or newly adopted children.

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 is 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.

2-6 Entire Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Clark County School District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation by either or both of the parties at the time that they negotiated or signed the Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. Any benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement.

2-7 All rights and privileges expressly granted under NRS 289 and NRS 391.100 shall apply to all commissioned police officers of the Clark County School District

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 288.215.

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 by the party making the request within two (2) work 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 the 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 the Appropriate Administrator prior to filing a formal grievance.

(b) If an Employee requests an informal discussion with his/her immediate Supervisor or the Appropriate Administrator concerning the subject matter of a potential grievance, such informal discussions will be held no later than thirty (30) work 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 Office. 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 Office, not later than the end of 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 Office, shall meet with the affected Employee (if there be one) and the designated representative of the Association within five (5) work days after receiving the grievance.

(g) In the event a grievance is not resolved at this meeting, the superintendent's designee, Employee-Management Relations Office, shall, within ten (10) work 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 Office, fails to respond within ten (10) work 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 the grievance is not resolved at Step Two of the grievance procedure, the Association not later than twenty (20) work days may request that the matter be resolved by arbitration by filing a written demand for arbitration to the superintendent's designee, Employee-Management Relations Office.

The District and the Association shall establish a panel of nine (9) arbitrators from Federal Mediation and Conciliation Service (FMCS) from which an arbitrator will be assigned in the event the grievance is not resolved in Step 2 of the grievance procedure. By mutual agreement the parties may elect to hold an expedited arbitration.

An expedited arbitration will be defined as an arbitration with no court reporter, no written briefs; no lengthy opinion, just an award. Further, expedited arbitration decisions will not be precedent setting.

If the parties do not agree to an expedited arbitration, then the process will proceed to Step 4 of the grievance procedure.

STEP FOUR

(k) In the event of a request for formal arbitration rather than an expedited arbitration of an unresolved grievance, the parties shall utilize the established panel of arbitrators as outlined in Step 3.

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) work days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.

4-9 The expenses of any 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) 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) An opportunity to be present at any meetings with the grievant(s).

(c) Reasonable times to assert the Association's position in regard to the matter.

(d) A written copy of the resolution of the grievance.

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 is subject to change by the School Trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to 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 may refer the dispute to the Board of School Trustees with full knowledge of the Appropriate Administrator and/or the Superintendent. When a dispute is so referred the board or a committee of the board designated by the full board ("POA Article 4-14 Committee") 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. Anyone who participated in any part of the denial process leading to the dispute being referred to the Board may not serve on the Board's "POA Article 4-14 Committee."

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 Arbitration Procedure

Effective July 1, 2015, for each grievable issue being appealed to arbitration, the District and the Association will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS) which they will strike until one (1) name remains. The Association shall strike the first name in the same manner as provided for in NRS 288.200[2.]

ARTICLE 5
Responsibility Clause

5-1 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) work 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 (15) percent. 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, placement on the salary schedule shall be made in accordance with Regulation 4293 (Placement and Advancement on the Support Staff and School Police Salary Schedule).

5-2 Any Employee who, although not replacing another Employee, is officially assigned in writing by the Appropriate Administrator with the approval of the division head, 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) days unless the approval of the Superintendent or his/her designee has been obtained.

5-3 Whenever possible, an Employee will receive earned responsibility pay not later than the following pay period.

ARTICLE 6
Annual Leave (Vacation)

6-1 The first year of employment vacation time shall be accumulated as follows:

(a) Eleven-month Employees shall accumulate 72 hours (9 days) per eleven (11) months, a rate of .818 days per month worked.

(b) Twelve-month Employees shall accumulate 80 hours (10 days) per twelve (12) months, a rate of .833 days per month worked.

(c) An employee cannot take earned annual leave during the employee's initial probation period with the District, unless approved by the Appropriate Administrator or designee.

6-2 After the first year of employment (beginning second year of employment), vacation time shall be accumulated as follows:

(a) Eleven-month Employees shall accumulate 120 hours (15 days) per eleven (11) months, at a rate of 1.36 days per month worked.

(b) Twelve-month Employees shall accumulate 120 hours (15 days) per twelve (12) months, at a rate of 1.25 days per month worked.

6-3 After five (5) years of employment (beginning of the 6th year), vacation time shall be accumulated at the rate of 1.50 days per month worked:

(a) Eleven-month Employees shall accumulate 132 hours (16.5 days) per eleven (11) months.

In addition to vacation time, eleven-month Employees shall also accumulate 7 hours of compensatory time per eleven (11) months.

(b) Twelve-month employees shall accumulate 144 hours (18 days) per twelve (12) months.

In addition to vacation time, twelve-month Employees shall also accumulate 8 hours (1 day) of compensatory time per twelve (12) months.

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

(a) Eleven-month Employees shall accumulate 154 hours (19.25 days) per eleven (11) months.

In addition to vacation time, eleven-month Employees shall also accumulate 15 hours of compensatory time per eleven (11) months.

(b) Twelve-month Employees shall accumulate 168 hours (21 days) per twelve (12) months.

In addition to vacation time, twelve-month Employees shall also accumulate 16 hours (2 days) of compensatory time per twelve (12) months.

6-5 Annual leave shall be approved by the Appropriate Administrator who is in charge of the department in which the Employee is currently assigned. The District may deny any leave request that is:

(a) Not submitted five (5) days in advance of the requested leave date;

(b) Will conflict with mandatory meetings or training that the officer has been advised of prior to requesting leave; or

(c) Will conflict with posted schedules, which the Employee should have been known to be in conflict with the requested leave.

Leave requests for more than eighty (80) hours or ten (10) days must be submitted twenty (20) working days in advance.

6-6 The District and/or police administration may require the adjustment of scheduled vacation leaves to maintain minimum staffing levels in the District or in the event of an emergency.

6-7 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.

6-8 Employees shall not accumulate more than 85 days of annual leave. No additional annual leave shall be credited when the employee has reached this maximum. 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.

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 Appropriate Administrator.

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 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.

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, an Employee who is required by law to appear in court as a witness may access earned personal leave, earned annual leave or may take unpaid time off as necessary for such purpose provided the Employee provides the Employee's Administrative Supervisor reasonable advance notice.

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 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.

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 twelve hundred (1200) hours leave in each fiscal year that begins in an even numbered year (example 2022-2023) and one thousand (1,000) hours of leave in fiscal years that begin in an odd numbered year (example 2021-2022), without loss of pay for association members to conduct Association business, including day-to-day operations, i.e., seminars, to attend association meetings, conferences, legislative sessions, conventions, or training sessions.

The total funds allocated as an increase to the salary schedule in Article 21 are reduced by $60,000 in even-numbered fiscal years and $40,000 in odd-numbered fiscal years as a financial concession by the Association for 1,200/1,000 Association leave hours.

Association leave is capped and may not exceed 1200/800 hours per year.

8-2 Association members will provide notice to the Chief of Police or their designee, of intent to use leave hours within a reasonable amount of time before the leave hours are to be used, but acknowledging that this leave may not be used during the first two (2) weeks, and the last two (2) weeks of each school year, except in connection with occurrences and/or functions in which both the District and the Association must participate in (examples: arbitrations, EMRB hearings, collective bargaining negotiations). The notice will be:

8-2-1 Signed by an authorized Association Representative indicating reason and dates for leave. The Association President, or their designee, will provide a signed written form to the Chief of Police, or their designee, indicating the date(s)/time(s)/employee(s) who will be utilizing Association Leave Hours. An electronic signature will be permitted.

8-2-2 Signed by the Employee and by the Appropriate Administrator of Employee with action noted.

8-3 Signed by Superintendent/designee with action noted and distribution made as indicated on form. A request for this leave will be denied if the form is not signed by an authorized Association Representative. Three (3) 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. The conduct of such business shall be such as not to interfere with the individual Employee's duties. 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.

8-4 Employees selected by the POA to act as Association representatives shall not be permitted to conduct any association business during that Employee's work day. Employees named by the POA to act as Association representatives may conduct association business before and after the workday, during the duty-free lunch period, and during authorized breaks.

8-5 Association leave days used will not be charged against the Employee's sick leave, annual leave, or the calculation of personal leave days earned.

ARTICLE 9
Paid Lunch Period

9-1 All police officers will be given a 30-minute paid lunch period in an eight- (8) or ten- (10) hour Work Day, subject to calls for service and as work load permits.

9-2 Unless otherwise approved by the police officer's supervisor, the lunch period shall not be taken within the first two hours of the police officer's shift, nor shall it be taken later than five hours into the police officer's shift.

ARTICLE 10
Call Back Pay

10-1 Employees requested to fulfill a District requirement to return to duty shall be paid a minimum of three (3) hours regardless of having worked less than three (3) hours, at time and one-half of the regular rate for the Employee. 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.

10-2 Call Back Pay will be coded for PERS (Public Employees Retirement System) contribution as required by NRS.

ARTICLE 11
Sick Leave

11-1 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 Employees, including eleven- (11) month Employees, shall be granted sick leave at the rate of fifteen (15) days per year. Any Employee who misuses sick leave shall be subject to disciplinary action.

11-2 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.

11-3 A verification of illness, and/or release to return to work shall be submitted by the Employee upon return to work from an absence of four (4) consecutive scheduled Work Days, and/or if an employee calls in sick for a consecutive shift immediately after a voluntary overtime assignment, 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.

11-4 An Employee may be required to submit a certificate of fitness because of extensive use of sick leave. "Extensive" shall mean that the Employee has used in excess of six (6) "incidents" of sick leave in the preceding twelve- (12) month period. An "incident" of sick leave shall mean an absence

of at least one–half of the assigned Work Day. Consecutive days of absence will be counted as one (1) incident. The District shall have the right to review the usage of such sick leave. Any use of sick leave exceeding 40 hours may require fitness for duty review.

If an Employee disagrees with the decision of the superintendent's designee, the Employee may appeal the decision to the Sick Leave Review Committee composed of five (5) members appointed by POA. A majority vote of the committee members present shall determine the decision of the committee. The decision of the committee shall be final and binding. In the event the committee is unable to secure a majority, the decision of the superintendent's designee shall stand. The committee's decision shall be limited to determining if the use of sick leave is appropriate.

The Sick Leave Review Committee shall hear the appeal if it is filed within twenty (20) workdays after the Employee is notified of the superintendent's designee's decision. The Sick Leave Review Committee shall meet each month and shall hear all appeals, which are filed ten (10) or more days prior to the meeting of the Sick Leave Review Committee. The Employee and/or the association representative and the superintendent's designee will be permitted to testify and present written information to the committee. This appeal procedure shall be in effect for the 2007-2008, 2008-2009, 2009-2010, and 2010-2011, 2011-2012, and 2012-2013 school years and shall end with this Agreement unless it is placed in the subsequent agreement. The appeal procedure can be eliminated by the District or the Association after providing a thirty (30) day written notice.

The Appropriate Administrator, Human Resources Unit, may request from the Employee an explanation by the Employee's physician of the need for the special treatment and whether the employee is fit to perform the duties of the position. When the District requires a medical exam by a physician of the District's choice, any cost would be borne by the District. Selection shall be made by the District from a list of qualified physicians licensed to practice in the State of Nevada.

11-5 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 11-6, shall begin with the first day of workers' compensation.

11-6 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.

11-6-1 It is the intent of the parties to this Agreement that Employees schedule workers' compensation medical appointments before or after their workday.

11-6-2 Workers' compensation leave shall be deducted from sick leave but not taken into consideration for the calculation of personal leave days earned.

11-7 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.

11-7-1 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.

11-7-2 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.

11-8 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.

11-9 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 at the rate of $10 per hour subject to both a maximum of 300 hours and/or fund availability. The dollar amount and the number of days to be paid will be determined by the Association. The District agrees to contribute an increase of $2,611.00 in 2007-2008, $2,716.00 in 2008-2009, $2,716.00 in 2009-2010, $2,716.00 in 2010-2011, $2,716.00 in 2011-2012, $2,716.00 in 2012-2013, and $2,770.00 in 2013-2014 school years for payment of unused sick leave. This amount shall be increased in the same percentage amount granted as general salary increase.

11-10 Maternity/paternity leave shall be granted to an Employee as required by the Family Medical Leave Act (“FMLA”) for the purpose of giving birth. Maternity leave may be taken as vacation, sick leave, or leave without pay.

11-10-1 An Employee returning to work from an unpaid maternity/paternity leave of the duration required by the FMLA shall be reinstated to the position from which the leave was taken.

11-11 An 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 be granted as provided by the FMLA.

11-11-1 An Employee returning to work from an unpaid adoption leave shall be reinstated to the position from which the leave was taken.

11-12 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) Work 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 event may only occur one time during the Work Year.

11-12-1 Flexible days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for a flexible day, and the use of such days, during non-assigned time.

11-13 Unused sick leave shall be accumulated without limit.

11-14 Sick Leave Pool

11-14-1 A Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the Sick Leave Pool. The Committee shall have the authority to determine the minimum bank balance. When the pool reaches that minimum, the Committee may request an additional contribution period. The Committee shall be composed of an equal number of members appointed by the Association and the District and will develop procedures and guidelines for the operation of the pool. Should any problem arise in the administration of the pool, or any abusive practices occur, the parties agree to meet to make reasonable adjustments to facilitate the administration of the pool and resolve issues.

For the 2025-2027 Negotiated Agreement only, the Association President or designee shall have the authority to make a final decision on eligibility if the committee is deadlocked. This provision expires on June 30, 2027.

11-14-2 Sick Leave Pool

1. In order to contribute, an employee must have a minimum of forty-eight (48) hours of accrued sick leave and must have a sick leave balance of at least forty (40) hours after the donation.

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

3. An employee may voluntarily contribute 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. An employee may voluntarily contribute a minimum of eight (8) hours to a maximum of twenty-four (24) hours of earned sick leave to the Sick Leave Pool. It is the responsibility of the District to initiate the notice, collect the enrollment forms, and administer all aspects of the Sick Leave Pool.

   If the Pool initially fails to become operable, any employee who contributed to the Sick Leave Pool will have their hours returned to the employee.

4. The Sick Leave Pool shall have a minimum of four hundred eighty (480) hours deposited before becoming operable.

5. Eligible employees:

   a. The Sick Leave Pool is available to all eligible employees covered under this agreement who have contributed at least eight (8) hours to the Pool. To maintain eligibility, an employee must donate at least four (4) hours annually after the initial eight (8) hours.

   b. Employees must be employed by the District for six (6) months prior to becoming eligible for the pool.

   c. Employees must meet the definition of catastrophic injury or illness. A catastrophic injury or illness is defined as a severe injury or health condition that requires prolonged medical treatment or hospitalization, and that causes significant, long-term impacts on a person’s physical or mental health, resulting in the inability to work. The injury or illness cannot be the result of an illegal act or intentionally self-inflicted.

   d. Employees with work-related Worker’s Compensation Claims are not eligible for the Sick Leave Pool.

e. Employees must meet any other eligibility requirements set by the Sick Leave Pool Committee.

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

a. No employee shall be eligible for more than seven hundred twenty (720) hours.

b. No employee shall be eligible to access the Pool until all accrued vacation, compensatory, sick, and personal leaves have been exhausted.

c. Employees requesting hours from the Pool must submit an application, which must include a medical statement from the attending physician explaining the nature of the injury/illness and an estimated amount of time the employee will be unable to work. Employees may submit their application before exhausting all of their accrued leave if their prognosis indicates that their qualifying condition will continue beyond the time covered by their accrued leave. The Committee can require a second medical opinion from a physician selected by the Committee to be paid for by the employee.

d. An employee who is determined by the Sick Leave Pool Committee to have abused use of the Pool hours will reimburse the hours drawn from the Pool and may be subject to disciplinary action by the District. Any employee who is determined to have abused the Pool shall be disqualified from future participation in the Pool.

e. Any employee utilizing hours from the Pool shall not be required to reimburse those hours except as a regular contribution to the Pool.

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

ARTICLE 12
Personal Leave

12-1 Personal leave as defined herein may only be granted to those Employees who qualify for such leave in accordance with the provisions of 12-2 and 12-3.

12-2 Eleven- (11) month employees shall be entitled to five and three-quarters (5 ¾) days of personal leave with pay, based on the equivalent of the current assignment.

12-3 Twelve- (12) month Employees shall be entitled to six (6) days personal leave with pay, based on the equivalent of the current assignment.

12-4 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 12-5 and 12-6 below.

12-5 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 Administrator. The Appropriate Administrator may deny any leave request not submitted five (5) days in advance of the requested leave date or which will conflict with mandatory meetings, or training that the officer has been advised of prior to requesting leave, or due to posted schedules, should have known will conflict

with the requested leave. Leave request in excess of ten (10) days must be submitted twenty (20) working days in advance.

12-6 Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted 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.

12-6-1 Earned personal leave must be used prior to June 30.

12-7 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.

12-8 To be eligible for personal leave, the Employee [eleven- (11) and twelve- (12) month] must have been employed as a regular status police officer before October 1 of the previous year.

ARTICLE 13
Bereavement Leave

13-1 Leave with full pay shall be allowed for three (3) Working Days for each period of bereavement or absence due to death in the Immediate Family of the employee. Two (2) additional working 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) Working Days. Bereavement leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned.

ARTICLE 14
Military Leave

14-1 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.

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14-2 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) working days in any one (1) calendar year. No such absence may be a part of the Employee's annual vacation provided by law.

14-3 If an Employee is not on the payroll during the period of required armed forces service duty, as provided for above (i.e., an eleven-month employee attending summer camp), said Employee shall not receive the benefits provided for by this Article 14.

ARTICLE 15
Overtime

15-1 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) per week or eight (8) hours per day on the basis of time and one-half.

Any Employee assigned by the Appropriate Administrator to an alternative shift assignment comprised of four (4), ten (10) hour days shall be paid for all hours in excess of forty (40) hours per week or ten (10) hours per day 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.

If an employee is scheduled to work an extra duty assignment and the assignment is cancelled without the Employee being previously notified six (6) hours in advance, the Employee shall be compensated a minimum of two (2) hours, or if the assignment is less than two (2) hours, the assigned hours of the assignment.

15-2 Employees required to work on holidays shall be paid time and one half for the time worked as well as holiday pay.

15-3 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.

15-4 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.

15-5 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) School Days.

15-6 Except in emergencies, the decision to work overtime is at the option of the Employee. The Appropriate Administrator must offer overtime pay or compensatory time. If the employer offers both, the Employee may select either. The Appropriate Administrator or designee shall not force Employees to accept compensatory time in lieu of pay.

15-7 Employees accepting compensatory time may only utilize compensatory time during times they are assigned to work. This specifically excludes payment for compensatory time during non-assigned time and payment for compensatory 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.

15-8 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.

15-9 Use of compensatory time must be requested from the Appropriate Administrator at least three (3) days in advance and may be denied in order to meet minimum staffing levels. The Appropriate Administrator may approve compensatory time with less than three (3) days notice on an individual basis. The District agrees that use of compensatory time will not be unreasonably denied. Compensatory time may be utilized in increments of five (5) days or less, except in emergencies, or unless otherwise authorized by the Appropriate Administrator. The Appropriate Administrator

may deny any leave request not submitted five (5) days in advance of the requested leave date or which will conflict with mandatory meetings, or training that the officer has been advised of prior to requesting leave, or due to posted schedules, should have known will conflict with the requested leave. Leave requests in excess of ten (10) days must be submitted twenty (20) working days in advance.

15-10 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.

15-11 Compensatory time hours shall be credited at one and one-half (l½) times the actual hours worked after the Employee has completed a forty- (40) hour work week, an excess of eight (8) hours in one Work Day, or ten (10) hours per day for the Employee assigned to work four (4), ten- (10) hour days.

15-12 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 one hundred and fifty (150) hours of paid compensation.

15-13 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.

15-14 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.

15-15 The wage for which the Employee shall be paid time and one-half for overtime shall be calculated by taking the Employee's base wage plus the percentage difference between the PERS participation rates for Police/Firefighter and Regular. However, at no time may the percentage difference exceed half of the Police/Firefighter participation rate. For 2025-2027, the percentage difference is 58.75% - 36.75% = 22%, as indicated in Columns 21, 22, and 23 of the Payroll Tables in Article 21.

15-16 In order to provide police coverage throughout the District, employees may be required to work and perform their duties on any day, including "unassigned days," i.e., days when school is not in session.

15-17 The District and Association agree to form a Joint Association/District committee for the purpose of addressing overtime issues. The committee will be co-chaired by the Chief of Police or his designee and the POA president or his designee and will also include no more than three (3) members each from the District and the Association. The committee will make its recommendations to the Superintendent of Schools as necessary.

ARTICLE 16
Holidays

16-1 The following state-approved holidays shall be recognized and observed as paid holidays:

Juneteenth
Independence Day - July 4 (for 12-month Employees only)
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

16-2 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.

16-3 When it is necessary to assign Regular Status Employees to work on paid holidays for the performance of emergency work, such Employees shall be paid for the holiday plus for all hours actually worked computed at one and one-half (1½) times the Employee's rate of pay. When an Employee is required to work on a paid holiday, which is otherwise the employee's assigned day off, the Employee shall be paid for the holiday plus for all hours actually worked computed at three (3) times the employee's rate of pay as follows.

1. Eight (8) hours at the employee's regular hourly rate of pay.

2. For actual hours worked on the holiday at 1.5 times the employee's hourly rate of pay.
3. For actual hours worked on the holiday and which is also the employee's regularly scheduled day off at 1.5 times the employee's hourly rate of pay.

16-4 Only holidays that fall within the Employee's Work Year shall be paid holidays. The Employee must have been in pay status the assigned work day before the holiday or the assigned work 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.

ARTICLE 17
Physical Examination

17-1 Each Employee shall be required to have and pass a physical health examination on a yearly basis at the expense of the School District. Selection of a medical physician for the examination shall be made by the District from a list provided by the Clark County Medical Society. The physical examination is defined as a health check-up to determine the Employee's ability to perform the essential functions of the job. The physical examination is not a physical test of agility or strength.

ARTICLE 18
Psychological Examination

18-1 Each Employee may be required to submit to a psychological examination by a psychologist/psychiatrist of the District's choice whenever the District believes that there is articulable just cause for concern about the Employee's fitness for duty. A recommendation that an Employee submit to a psychological examination must be made to the appropriate administrator, Human Resources Unit, by the superintendent's administrative designee. If there is concern of a psychological issue, which may adversely affect the Employee's fitness for duty, the report from the psychologist/psychiatrist will become a part of the Employee's personnel record. This Article is not subject to Article 4, Grievance and Arbitration Procedure, or any other action or proceeding.

ARTICLE 19
Polygraph Examination

19-1 As a condition of employment, each applicant may be required to submit to a polygraph examination at the District's expense. Selection of the polygraph examiner shall be made by the District.

ARTICLE 20
Dues Deduction

20-1 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.

20-2 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) 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 notify the Association in writing during the period of July 1 through July 15 for that work year's dues. Deductions referred to in Section 20-1 above will be made in twenty (20) equal installments during the year.

20-3 Upon termination, resignation of an Employee, or upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.

20-4 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.

20-5 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. In this connection, all other required deductions have priority over Association dues.

20-6 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 Employee.

20-7 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) School Days from its occurrence.

20-8 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.

20-9 Deductions shall be transmitted promptly to the Police Officers Association. All requests for such deductions must be in accordance with NRS 608.110.

ARTICLE 21
Clark County School District
Police Officers
Pay Ranges

21-1 For the 2025-2026 and 2026-2027 contract years, compensation on the salary schedule for Employees covered by this Agreement shall be as follows:

21-1-1 Effective July 1, 2025 (retroactive) and after deduction of the PERS increase (if any), the police/fire (PERS) salary schedule shall be as follows:

CLARK COUNTY SCHOOL DISTRICT
POLICE OFFICERS PAYROLL TABLE
Fiscal Year 2026

PERS Increase of 8.75% (Employee burden of 4.375% Negotiated in Lieu of COLA)

(for purposes of overtime in accordance with Section 15-15 of CBA)

		36.75% PERS Participation			58.75% PERS Participation		
		Pay Grade \ Position			Pay Grade \ Position		
L1		21	22	23	31	32	33
YEARS	STEP	Police Officer	Detective	Sergeant	Police Officer	Detective	Sergeant
0	B	$ 39.64	$ 43.20	$ 47.52	$ 32.49	$ 35.41	$ 38.95
1	C	41.22	44.93	49.42	33.79	36.83	40.51
2	D	42.87	46.73	51.40	35.14	38.30	42.13
3	E	44.58	48.59	53.46	36.54	39.83	43.82
4	F	46.36	50.54	55.60	38.00	41.43	45.57
5	G	48.21	52.56	57.82	39.52	43.08	47.39
6	H	50.15	54.67	60.13	41.11	44.81	49.29
7	I	52.16	56.85	62.54	42.75	46.60	51.26
8	J	54.24	59.12	65.04	44.46	48.46	53.31
9	K	56.41	61.49	67.64	46.24	50.40	55.44
10	L	58.67	63.95	70.35	48.09	52.42	57.66
11	M	61.01	66.50	73.15	50.01	54.51	59.96
12	N	63.45	69.16	76.08	52.01	56.69	62.36

CLARK COUNTY SCHOOL DISTRICT
POLICE OFFICERS PAYROLL TABLE
Fiscal Year 2027
Salary Increase of 2.5%
(for purposes of overtime in accordance with Section 15-15 of CBA)

		36.75% PERS Participation			58.75% PERS Participation		
		Pay Grade \ Position			Pay Grade \ Position		
L1		21	22	23	31	32	33
YEARS	STEP	Police Officer	Detective	Sergeant	Police Officer	Detective	Sergeant
0	B	$ 40.63	$ 44.28	$ 48.71	$ 33.30	$ 36.30	$ 39.92
1	C	42.25	46.05	50.66	34.63	37.75	41.52
2	D	43.94	47.90	52.69	36.02	39.26	43.18
3	E	45.69	49.80	54.80	37.45	40.83	44.92
4	F	47.52	51.80	56.99	38.95	42.47	46.71
5	G	49.42	53.87	59.27	40.51	44.16	48.57
6	H	51.40	56.04	61.63	42.14	45.93	50.52
7	I	53.46	58.27	64.10	43.82	47.77	52.54
8	J	55.60	60.60	66.67	45.57	49.67	54.64
9	K	57.82	63.03	69.33	47.40	51.66	56.83
10	L	60.14	65.55	72.11	49.29	53.73	59.10
11	M	62.54	68.16	74.98	51.26	55.87	61.46
12	N	65.04	70.89	77.98	53.31	58.11	63.92

21-1-1 Police Officers, Detectives, and Sergeants who attain their Nevada Peace Officer Standards and Training Intermediate Certificate (NAC 289.250) shall receive additional compensation each contract year equal to one percent (1%) of their base pay.

21-1-2 Police Officers, Detectives, and Sergeants who attain their Nevada Peace Officer Standards and Training Advanced Certificate (NAC 289.250)_shall receive additional compensation each contract year equal to two percent (2%) of their base pay.

21-1-3 Police Officers, Detectives, and Sergeants who attain both the Nevada Peace Officer Standards and Training Intermediate and Advanced certificates (NAC 289.250) shall receive additional compensation each contract year equal to three percent (3%) of their base pay.

21-2 Effective with the August 5, 2015, pay date the police officers hourly pay grades shall be decreased by one point one two five percent (1.125%) for regular (PERS) to cover the employee's share of the increase in contribution required by PERS.

Effective for 2007-2008, the police officers salary schedule reflects changes from the October 2006 Memorandum of Understanding as follows:

1. Step B – Reflects the 0 to 1 year probationary period.

2. Permanent Steps B through J or 1 through 9 for experience of 1 to 9+ years.

21-2 Additional Compensation for POST Certificates

21-2-1 Police Officers, Detectives, and Sergeants who attain their Nevada Peace Officer Standards and Training Intermediate Certificate (NAC 289.250) shall receive additional compensation each contract year equal to four percent (4%) of their base pay.

21-2-2 Police Officers, Detectives, and Sergeants who attain their Nevada Peace Officer Standards and Training Advanced Certificate (NAC 289.250) shall receive additional compensation each contract year equal to five percent (5%) of their base pay.

21-2-3 Police Officers, Detectives, and Sergeants who attain both the Nevada Peace Officer Standards and Training Intermediate and Advanced certificates (NAC 289.250) shall receive additional compensation each contract year equal to nine percent (9%) of their base pay.

21-3 Effective July 1, 2025 (retroactive**)**, placement on the police officers' salary schedule for new certified experienced police officers to the District is:

POST-certified police officers who are experienced and qualified applicants for the position of police officer shall be placed at Step E, year 3, which provides 3 years of experience on the Police Officers Salary Schedule, only if that police officer is POST-certified and has successfully completed probation consisting of a minimum of one year full-time with a previous employer.

21-3-1 POST-certified police officers who have five years to eight years **of** experience are placed at Step F**,** year 4, Range 31, which provides 4 years of experience on the Police Officer's Salary Schedule.

21-3-2 POST-certified police officers who have eight or more years of experience shall be placed at Step G year 5, Range 31, which provides 5 years of experience on the Police Officer's Salary Schedule.

21-3-3 Once an employee is placed on the salary schedule, consistent with this agreement, the employee will progress yearly from the anniversary date of hire, one step each year, on the anniversary date of hire, until the top step is reached.

Step increases for the 2025-2026 contracted year shall be paid retroactively to the date the Employee became entitled to the step increase in that year.

21-3-4 Swing and graveyard shifts pay a $1.50 per hour differential premium for sergeants, detectives, and officers assigned to a swing or graveyard shift in writing by the Chief or designee, or by the Assignment and Shift Bid process under Article 27-2. Shift assignments are at the discretion of the District, and no property rights attach to any shift assignment.

Seniority date is determined by the number of years as a Clark County School District Police Officer. When a Police Officer is promoted to Detective, the Detective's promotion date will be used for seniority in rank. When a Police Officer is promoted to Sergeant, the Sergeant's promotion date will be used for seniority in rank. Evaluation schedules are based on the Employee's Seniority date as a Clark County School District Police Officer.

Evaluations do not determine salary placement on the salary schedule. Annual salaries are based on twelve- (12) month years.

An Employee promoted to Detective will serve a maximum one-year probationary period in that position. During that probationary period, the District will have the right to return the Employee to the position previously held. An Employee promoted to Sergeant will serve a maximum one-year

probationary period in that position. During that probationary period, the District will have the right to return the Employee to the position previously held.

21-4 ASSIGNMENT DIFFERENTIAL PAY (ADP)

21-4-1 Starting on the date of the approval by the Association and the District's Board of Trustees, the District agrees to pay temporary monetary compensation at the rate of 6.9% above the eligible Employee's rate of pay for those Employees who are working in the assignment categories listed below:

1. Motorcycle Officer
2. Task Force Officer
3. K-9 Handlers
4. FTO Field Training Officer
5. Training Officer
6. Officer in Charge (OIC)
7. Administrative Officer E.g.- Internal Affairs and Policy Management
8. Evidence Officer
9. Enduro Officer

21-4-2 ADP assignments are not promotional and, therefore, no property rights exist. Additionally, employees shall only be paid ADP for the duration of their ADP assignment as appointed by the Chief of School Police pursuant to District policy and procedures.

21-4-3 K-9 Handlers will receive ten (10) hours of paid overtime per pay period for the at-home care; grooming, transportation, and feeding of the dog. The handler will receive an additional five (5) hours of overtime per pay period if assigned a second dog.

21-5 HIGHER EDUCATION INCENTIVE

The Parties agree that a Higher Education Incentive should be adopted to encourage employees to obtain Master's level degrees.

Any employee possessing a Bachelor's Degree from an accredited college or university in any of the following fields of study shall receive the sum of $1,000 per year. Any employee possessing a Master's Degree from an accredited college or university in any of the following fields of study shall receive a sum of $1,500 per year. The sums will be paid to qualifying employees on or before October 1 of every year, in addition to his/her annual salary:

AREA OF EDUCATION	AREA OF TEACHING AND TRAINING
Health Science	Bio Medical
Health Science	Community Health Science
Public Safety	Criminal Justice
Public Safety	Forensic Science
Public Safety	Law Enforcement
Public Safety	Emergency Management

Upon request, a review of the decision regarding the approval and/or applicability of a given field of study or degree jointly by the Chief of Police and the Chief Human Resources Officer shall be granted.

21-6 SB500-FUNDED COST OF LIVING ADJUSTMENT

Effective July 1, 2026, the District shall provide a supplemental Cost of Living adjustment in the amount of two and one-half (2.5%) to all Employees covered by this agreement. This adjustment

is intended to be a continuation of the supplemental compensation funded by SB231, which is now funded by SB500. This adjustment shall be PERS eligible but not considered part of base salary.

The parties agree to collaborate to ensure that funding is passed during the 2027 Nevada Legislative Session to continue supporting this adjustment. Upon completion of the Nevada 2027 Legislative Session, if the State does not provide continued funding for this adjustment, the parties acknowledge that the continuation of this adjustment is subject to regular negotiations.

ARTICLE 22
Group Health Insurance

22-1 During the term of this Agreement, the School District agrees to contribute toward the cost of Employee health insurance a sum, which is the base amount of the individual medical insurance contribution for an individual employee. This contribution will be made monthly for each eligible Employee participant in the District's group health insurance plan.

22-1-1 Effective as of September 1, 2025, CCSD increased its contribution to the CCSD Health and Insurance Program by two percent (2%), which constitutes half of the four percent (4%) increase in Program costs. Employees covered by this Agreement are responsible for the remaining two percent (2%) of the four percent (4%) increase.

22-1-2 If the Program costs increase on September 1, 2026, the parties agree to immediately negotiate how the increase will be paid between the School District and Employees covered by this Agreement.

22-2 An Employee covered by this Agreement who has an eligible spouse working for the District may elect to apply the eligible spouse's contribution to support the dependent rate under the Employee's plan; or the Employee covered by this Agreement may elect to have the contribution applied to the eligible spouse's District plan to support the rate under the spouse's plan.

22-3 In addition to contributing toward the cost of the plan, 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.

22-4 The School District further agrees to continue to provide payroll deductions for additional insurance premiums as required by the insurance carrier in accordance with the past practice of the parties.

22-5 The $455,000 in the Insurance Reserve Fund is "soft" money (money that will not be continually funded); and once depleted, it is no longer a source of revenue for any purpose.

The amount of $94,500.00 from the Insurance Reserve Fund will be used to reimburse the District for step increases received during the time period of July 1, 2011, through April 1, 2012.

The $360,500.00 remaining in the Insurance Reserve Fund will be used for insurance increases, insurance refunds, or a combination of these expenses.

ARTICLE 23
Work Day

23-1 Employees of the School District shall not be permitted to leave their work location during the Work Day unless permission is given by the Appropriate Administrator or Immediate Supervisor, with notification to the Appropriate Administrator, as provided for in CCSD Regulation 4213.

23-2 Employees may be allowed to 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 Immediate Supervisor, with notification to the Appropriate Administrator. Time away from work by the Employee 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.

23-3 Whenever possible, a fifteen- (15) minute break will be provided during each four (4) hours of work. Although breaks are not guaranteed, such breaks will not be unreasonably denied.

23-4 An Employee who volunteers to serve in a paid capacity in a non-police position (i.e., activity sponsor, coach, assistant coach, etc.) agrees to do so at the prevailing rate for the volunteer assignment. Overtime, if appropriate, will be paid at the corresponding pay rate for work actually performed in each job after a combined total of 40 hours have been worked. The Employee accepting a volunteer assignment understands that there is no entitlement to the volunteer assignment and the District may discontinue the Employee's volunteer assignment at any time with or without cause.

23-5 Any eleven (11) or twelve (12) month employee who would otherwise have been assigned to work on a District-determined “non-assigned day” and who would have worked on the non-assigned day may utilize any type of accrued leave provided for under the provisions of this negotiated agreement including sick leave, if appropriate.

ARTICLE 24
Use of Facilities

24-1 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 employees shall be permitted use of District mail services for district-related business.

24-2 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. The use of other District approved communication methods for the posting or the sending of notices concerning Association business may be approved by the appropriate Administrator.

24-3 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 23-1 above for the use of the school mail service.

24-4 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 School 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.

24-5 School facilities and/or District property will not be used for the personal convenience or profit of Employees.

24-6 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.

24-7 Lounges are for the use of all District Employees.

ARTICLE 25
Police Officers Advisory Committee(s)

25-1 A Police Officers Advisory Council may be established by the Association. If an advisory council is established:

25-2 The Appropriate Administrator and the committee(s) will meet at the request of either party to discuss department 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 processed in the manner set forth in Article 4.

25-3 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.

25-4 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 Employees' Work Day.

25-5 The primary purpose of the advisory committee(s) is:

25-5-1 Advisory to the Appropriate Administrator.

25-5-2 Improve the morale of the department staff.

25-5-3 Apprise the Appropriate Administrator of actual or potential problems involving the department staff.

25-5-4 Improve communications between the Appropriate Administrator, Immediate Supervisor, and staff.

25-5-5 Secure maximum productive and constructive involvement of all members in their primary goal, which is the educational process of the School District

25-6 Police Officers Advisory Committee to the Superintendent:

25-6-1 The Police Officers Advisory Committee will be comprised of the Association president, three (3) Association members, and the Association's executive director if there is one.

25-6-2 The purpose of the Police Officers Advisory Committee shall be to improve the morale of the police officers throughout the District, and to improve communications throughout the District and throughout the community.

25-6-3 The Police Officers 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 26
Employee Personnel Files

26-1 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) School Days for a central office file and no more than two (2) School 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.

26-2 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 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.

26-3 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) Work Days. Upon written request of the employee, a waiver of the time limits by the Appropriate Administrator, not to exceed twenty (20) Work 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.

26-4 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.

26-5 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 27
Seniority

27-1 The District and the Association agree that “department” seniority is an important factor to be considered in shift and campus assignment(s).

The District maintains the right to assign or transfer employees, but excluding the right to assign or transfer for discipline.

Annually (on June 1st), the District agrees to create (establish) and make available a seniority list of Police Officers and Sergeants based on initial hire dates, promotion dates and other District practices. Once the list has been posted police officers and sergeants shall have thirty (30) working days from the date of such posting to challenge placement on the list. When all challenges are resolved the District and the Association shall certify by signature that the list is correct. The seniority list will stand as conclusive evidence of each person’s seniority until the establishment of the next annual seniority list posted in the first week in June.

Seniority shall only be broken by resignation, retirement, or voluntary separation of employment.

Where two (2) or more employees were hired or promoted on the same date, seniority will be based on the alphabetical listing of the last name.

The District will post all vacancies as they occur. Employees may apply for any vacancy.

27-2 **Assignment and Shift Bid**

27-2-1 Following receipt of the annual seniority list under Article 27-1, Regular Status Employees who are not otherwise excluded below, shall bid for their assignment and shift for the following school year based upon seniority.

27-2-2 Assignment and shift shall encompass patrol assignments, campus assignments, and 11 and 12-month positions. Shift bid shall only occur once a year and should be held no later than the first day of each school year.

27-2-3 Detectives are not eligible for assignment and shift bid. Employees serving in positions receiving Assignment Differential Pay (ADP) are not eligible for assignment and shift bid with the exception of Field Training Officers and Officers in Charge and shall be eligible for assignment and shift bid.

27-2-4 Officers in the FTP program will not participate in the shift bid process and shall be placed at the discretion of the Chief or his designee. Officers on light duty will only participate in the shift bid process if their individual return (medical release) date occurs prior to the start of the shift bid.

27-2-5 The assignment and shift bid for sergeants will be conducted first. Once the assignment and shift bid for sergeants is completed, the shift assignments of the sergeants for the following school year will be made available to the officers who will then proceed to bid for their assignments and shifts.

27-2-6 At any time during the school year, the District retains the right to change an employee's assignment and/or shift based upon a special or operational need. When possible, prior to the move taking place the area Captain or Chiefs designee will have a meeting with the affected employee and POA representative to explain the special departmental need. If it is not possible to have the meeting prior to the move, a meeting shall be scheduled within (5) workdays of the transfer date.

27-2-7 An officer may be temporarily reassigned for allegations of misconduct directly related to their work location for the duration of the investigative process. Once the investigation is complete, the officer may return to their previous work location if the findings do not result in suspension of (1) one day or more.

27-2-8 Any officer who received a disciplinary suspension in the 12 months preceding the shift bid which is upheld by an arbitrator or the withdrawal of a grievance shall have their shift bid rights for the next contract year suspended.

ARTICLE 28
Reduction in Force

28-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which such reductions in force will occur.

28-2 Subject to the determinations set forth in 28-1 above, the School District agrees to the following:

28-2-1 Employees who resign or who volunteer to leave will be the first to be reduced in force.

28-2-2 The School District will identify the number of surplus positions. Except as otherwise provided below for sergeants, those Employees with the least seniority will be the first to be identified as surplus Employees. Employees who are laid off may elect to be placed in a vacant support staff position in accordance with their qualifications at lateral or lower pay ranges provided that there are no support staff Employees having priority for the vacant position. An Employee who does not accept an available position will be subject to established selection procedures.

(1) If the sergeant position is affected by a reduction in force, the first sergeant to be reduced in force shall be any sergeant who was rated unsatisfactory in the last contract year, regardless of seniority. If more than one sergeant was rated unsatisfactory in the last contract year, seniority shall be used to determine the order of reduction among those sergeants who were rated unsatisfactory in the last contract year, with the least senior being reduced first.

(2) If after applying the provisions of subsection (1) above, additional sergeants need to be reduced in force, the next sergeant to be reduced in force shall be any sergeant who received a disciplinary suspension within the last two (2) contract years. If more than one sergeant has received a disciplinary suspension within the last two (2) contract years, the sergeant who had more suspension time shall be the first to be reduced. If two or more sergeants had the same amount of suspension time, seniority shall be used to determine the order of reduction among those sergeants, with the least senior being reduced first.

(3) Any sergeant who is reduced in force shall be allowed to return to the position of police officer, provided that the sergeant has more seniority than any police officer the sergeant would displace/bump.

28-2-3 Employees who are laid off and do not receive a support staff position shall receive priority for substitute assignments at the current substitute rate of pay, and shall be on substitute status and will be employed in accordance with School District regulations for substitute or temporary employees.

28-2-4 District-wide seniority shall be based on the original date of hire or on an adjusted hire date. The original date of hire shall be defined as the first day that the Employee reported to work as a Regular Status Employee for pay. 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.

28-2-5 Any additional Employees to be reduced in force from the area or areas affected shall be determined by the School District using the following criteria in identifying the least senior employee who will next be reduced in force:

Seniority:

(1) In the Clark County School District (district-wide seniority)

(2) As an Employee in current position

(3) The president and vice-president are exempt from layoff during their elected term of office.

28-2-6 Employees who are reduced in force may be placed in a position in accordance with their qualifications whenever possible.

28-2-7 When a vacancy occurs similar to the one, which was vacated, the Employee will be reinstated. When vacancies are available which are different from the last position held by the Employee, he or she may apply for that position through normal procedures.

28-2-8 If an Employee is not reinstated to a position within two (2) Work Years, the School District's obligation to reinstate the Employee will cease after that period of time.

28-2-9 Notice should be provided to Employees that a program will be discontinued by May 1 or prior to the close of the School Year, whenever possible.

28-2-10 Within twenty (20) Working Days of the District's knowledge of discontinuation of a program, notice shall be provided to the affected Employees.

ARTICLE 29
Use of Private Vehicles

29-1 Mileage payments shall be granted police officers covered by this Agreement in accordance with the Clark County School District administrative regulation pertaining to "Travel by District Employees."

ARTICLE 30
Public Employees Retirement System

30-1 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 or the Public Employees Retirement System, for each Employee covered by this Agreement.

30-2 Notwithstanding any other provision of this Agreement, the Employee share of any future PERS 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.

30-3 The District will abide by all PERS policies and regulations.

ARTICLE 31
General Savings Clause

31-1 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 32
No Strikes/Work Stoppages

32-1 It is hereby agreed by the Association/District, 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 33
Discrimination Clause

33-1 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.

33-2 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.

33-3 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 34
Work Practices

34-1 Police officers 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.

34-2 Subject to the provisions of the Negotiated Agreement, no Association business or activities shall be conducted during the Employee's working hours.

34-3 Parties agree that no Employee shall perform work of a personal nature for any administrator or for himself/herself during the Employee's working hours.

34-4 Parties agree that abuses by Employees of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.

34-5 No 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.

34-6 The School District agrees to work with the Association in providing for compliance with NRS 391.273.

34-7 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 35
Progressive Discipline

35-1 The continued employment of a Regular Status Employee is contingent upon the proper performance of assigned duties and personal fitness. A regular status employee may be suspended, demoted, or dismissed for just cause.

35-1-1 Any alleged misconduct that the Chief or Chief's designee has referred to internal investigation that may result in punitive or disciplinary action shall be called to the Employee's attention in writing within thirty (30) calendar days.

35-1-2 Upon the Employee receiving notification of alleged misconduct the Police Department/School District shall complete the investigation within one hundred eighty (180) calendar days. The time constraints may be extended beyond the one hundred eighty (180) calendar days. In such an instance, the Chief or Chief's designee shall provide the affected Employee with a written notice each thirty (30) calendar days beyond the initial agreed upon one hundred eighty (180) calendar days. This notice shall contain an explanation of the extension of the investigation. This section of Article 35 (35-1-2) is not subject to the grievance and arbitration procedures as outlined in Article 4.

35-1-3 Any alleged misconduct that the Chief or Chief's designee has referred to internal investigation that results in punitive or disciplinary action at the completion of the investigation shall be called to the attention of the Employee in writing within thirty (30) calendar days from the time the investigation is completed and the findings are forwarded to the Chief of Police or the Superintendent or Superintendent's designee.

35-1-4 No punitive or disciplinary action may issue without the opportunity for a pre-disciplinary hearing before the Chief or Chief's designee. Prior to the pre-disciplinary hearing the requirements of NRS 289.080(9) shall be complied with.

35-2 The District agrees that principles of progressive discipline will be followed and that reasonable attempts will be made to expeditiously administer any discipline, direction for change, and any dispositions, while also allowing for the complete and thorough investigation of any allegations. Disciplinary actions may range from informal conversation to formal dismissal. Whenever it is appropriate, an oral warning for the first offense will be utilized. When extraordinary circumstances are involved, an employee may be suspended with pay immediately, without prior notice or an administrative evidentiary hearing.

35-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change, other than misconduct allegations that the Chief or Chief's Designee has referred to Internal Investigation and determined sustained, shall be called to the Employee's attention in writing within twenty (20) Work Days after the Sergeant, Lieutenant, Chief, or Chief's designee became aware of the behavior. 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.

35-3 **Written Reprimand**

A. In the event that a written reprimand is issued, a copy will be given to the Employee pursuant to the timelines listed in Articles 35-2-1. A copy shall also be placed in the Employee's personnel file.

B. The superintendent or designee shall meet with the employee to discuss the reprimand. Pursuant to Article 26-3, the Employee may submit a written response to this document pursuant to NRS 289.40.

35-4 **Notice of Intent to Suspend, 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 thirty (30) calendar days after the District completes its investigation.

B. The notice shall contain the following information:

1. A statement of the specific charge or charges brought against the Employee.

2. A statement indicating that the Employee shall have the right to:

(a) A pre-disciplinary hearing before the Chief of Police or his/her designee.

(b) Be assisted or represented by an Association Representative or another representative of the employee's choice.

(c) Be informed of the proposed length of suspension, if appropriate.

(d) 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.

(e) 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.

C. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Working Day by the District. Suspensions shall be for consecutive **work** days except by mutual agreement between the Employee and the District.

D. No demotion shall be taken as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.

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.

35-5 **Suspension Without Pay Pending Criminal Investigation**

A. The District may suspend a Regular Status Employee immediately and without pay for an indefinite period upon the arrest of an Employee for a felony or for a misdemeanor involving a moral turpitude pending resolution of the charge by appropriate authorities. If the District suspends an employee without pay pending the outcome of a criminal prosecution, the District shall award the employee back pay for the duration of the suspension if:

1. The charges against the employee are dismissed;

2. The employee is found not guilty at trial; or

3. The employee is not subjected to punitive action in connection with the alleged misconduct.

35-6 **Document Removal**

Disciplinary documents shall be removed from the Employee's Personnel File upon the written request of the Employee or their representative according to the following schedule:

Written Reprimands: One (1) year;
Suspensions of one (1) to (5) days: Two (2) years; and
Suspensions of six (6) for more days and demotions: Three (3) years.

ARTICLE 36
Special Allotment

36-1 **UNIFORM ALLOWANCE**

Any Employee required by the Clark County School District to wear special clothing beyond the normal uniform in performance of his/her duty will receive that special clothing or will receive an allowance determined by the District to purchase clothing that meets the specifications of the District. Except as provided below, the District shall replace uniforms and special clothing as needed. New Employees or newly promoted Employees will be issued the following: sergeants and patrol officers will receive five Class B uniform pairs of pants, five Class B uniform short-sleeve shirts, five Class B uniform long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, and one patrol jacket. Bike/campus officers will receive five bicycle pants/shorts combo or five bicycle pants, five bicycle shorts, five Class B uniform short-sleeve shirts, five Class B long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, and one bicycle jacket.

All sergeants and officers shall be issued one uniform breast badge, one flat badge, and one name plate. The replacement of any of the above shall be as needed as determined by the Chief or the Chief's designee. All uniform patches and/or insignias to be worn on/attached to any items of clothing must be provided by the District to the individual member upon reasonable request.

All employees who have completed one year of service will receive an annual payment in the sum of $2,000 for replacement of uniforms in order to clean, maintain, and when necessary due to normal wear and tear replace the above listed items of uniform or special clothing.

This uniform allowance will be payable every July 1 to those employees who have completed one year of service. Employees who have not completed one full year of service as of July 1 will receive a prorated amount.

The District will identify the manufacturer(s) of such uniforms and/or special clothing which meet the standards established by the District. Employees may purchase any replacement uniform items or special clothing from any provider/vendor so long as it is an identified and School District approved item and manufacturer. Any articles of clothing which are damaged at work and/or in connection with an employee's work or duties will be replaced by the District as long as the damage is reported to the School District by the end of the employee's next work day, or if not reported on a timely basis will be purchased by the employee.

Employees whose uniforms or special clothing are found to be out of the standards set by the appropriate General Order (currently GO 220) will be notified of the noncompliance by their supervisor(s) in writing and will be given a reasonable amount of time, not to exceed five (5) work shift days, to bring themselves into compliance or, if the item of clothing is not in stock with approved vendors, produce a receipt to their immediate supervisor that shows whichever items of uniform or special clothing that is out of compliance has been ordered. Employees who remain out of compliance after five (5) work shift days will be subject to progressive discipline in accordance with Article 35 of the Negotiated Agreement.

36-2 EQUIPMENT ALLOWANCE

Employees will be provided all police equipment required to be worn with the uniform and plain clothes assignments to carry out the duties of a police officer. Equipment will be the property of the School District but shall be maintained by the employees. Equipment damaged in the line of duty will be replaced by the School District. Employees who are approved to carry weapons by the District will be issued the following equipment or an allowance determined by the District to purchase such equipment:

36-2-1 The District shall determine the make and/or models and calibers of semi-automatic handguns or other weapons for duty weapons for employees. All Employees will be issued a department semiautomatic handgun. Any Employee who wishes to purchase a semiautomatic handgun from the District’s approved list, to use as an on duty service weapon from the District’s approved list, may do so at his/her own expense. The Employee must provide ammunition if it is other than standard District issue at the Employee’s own expense. Any handgun purchased by an Employee will also be maintained and repaired at the Employee’s cost.

36-2-2 One (1) ballistic armor vest, with a threat level of 3A or better and two (2) carriers to be replaced as needed and as determined by the Chief or Chief’s designee, based on manufacturer’s replacement dates in accordance with NIJ (National Institute of Justice) standards.

36-2-3 All duty ammunition as required by the Police Department/District, of standard District issue ammunition, for each Employee's duty handgun, as needed.

36-2-4 Gun belt as determined by the Chief or Chief’s designee will be provided by the District.

36-2-5 Equipment and all component parts supplied by the District shall be returned to the District when an Employee terminates his/her employment with the District.

ARTICLE 37
Safety and Health

37-1 The District will provide safe, healthy working conditions and equipment that will promote and provide safety for students and for all Employees of the bargaining unit in accordance with applicable safety laws and regulations.

37-2 The District will provide first-aid supplies and necessary supplies needed for universal precautions in accordance with applicable safety laws and regulations.

37-3 Employees and the District shall comply with all District safety regulations and procedures.

37-4 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.

37-5 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.

37-6 The Employee shall report any incident to the Immediate Supervisor as prescribed by the District's Safety Advisory Group.

37-7 Four (4) representatives shall be appointed to the District's Safety Advisory Group by the POA.

37-7-1 The Safety Advisory Group shall seek to improve safety and health practices and procedures district-wide.

37-7-2 The Safety Advisory Group shall determine the structure and aims of the Safety Advisory Committees.

37-7-3 The Safety Advisory Group shall draft, pilot, and critique an incident reporting system prior to April 1, 2004.

37-8 Each incident shall be investigated so that appropriate action can be taken within a reasonable time, not to exceed twenty (20) Work Days.

ARTICLE 38
Request for Information

38-1 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.

38-2 Requests for information shall be made in accordance with NRS 288.180.

ARTICLE 39
Occupationally Injured Employees

39-1 A reassignment of an occupationally injured Employee as defined in NRS 616 and NRS 617 will not be deemed a transfer or involuntary demotion under this Article.

39-2 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.

39-3 The Association will be notified prior to placement of any occupationally injured Employee who is returning from a medical leave of absence.

39-4 In the event an Employee is injured while directly engaged in the performance of the duties specific to a peace officer, the benefits afforded will be as of the date of the original injury and as set forth below.

39-4-1 If the Employee is receiving temporary total disability compensation under workers' compensation system, the District will pay the Employee the amount equal to the difference between the temporary total disability compensation and the Employee's then present gross salary, excluding overtime, shift differential, and assignment differential pay ("Salary Continuation Pay"). This Salary Continuation Pay will stop after it amounts to eight hundred (800) hours from the first day of absence. This Salary Continuation Pay is also subject to a $55,000 cap for all employees, not each employee.

39-4-1-1 Employees who have ten (10) to fifteen (15) years of continuous full-time employment will be provided this Salary Continuation Pay for an additional two hundred (200) working hours. Employees who have in excess of fifteen (15) years of continuous full-time employment will have this Salary Continuation Pay for an additional one hundred twenty (120) hours, plus the above two hundred (200) hours, totaling three hundred twenty (320) hours.

39-4-2 After the initial eight hundred (800) hours of Salary Continuation Pay, sick and annual leave will not accrue

39-4-3 The provisions in Article 39-4-1 will be applicable for each fiscal year only for a total of $55,000 for all employees, not each employee.

At the end of each fiscal year, any remaining funds from the $55,000 will revert back to the District. There will be no carry-over of these funds from one fiscal year to the next. The amount of money earmarked for the provisions of Article 39-4-1 shall be capped at $55,000 per year, with no roll-over of unused funds.

39-4-4 In any fiscal year, if the $55,000 per year cap is reached, either party may immediately reopen negotiations to negotiate the cap.

39-5 Therefore,-the Employee shall return to the District all salary continuance payments which may be received by the workers' compensation system covering the period enumerated in Article "39-4". In those cases when the Employee receives a workers' compensation check directly from another source, it shall be given to the District. If the Employee fails to do so within thirty (30) calendar days, the amount received will be deducted from the Employee's next payroll check.

39-6 Upon exhaustion of the Salary Continuation Pay under Article 39-4, if the Employee is still unable to work, the Employee may elect to utilize accrued sick leave.

39-7 When accrued sick leave has been exhausted, if the Employee is still unable to work, the Employee will be permitted to use all accrued vacation leave as sick leave. Subsequent to exhaustion of both the Employee's sick leave and vacation leave, the Employee shall receive no additional salary or leave compensation from the District.

39-8 No Employee will be separated from his/her employment until all Salary Continuation Pay and leave benefits as provided in this Article are exhausted.

39-9 Before the District grants these benefits, the Employee shall comply with reasonable administrative procedures established by the District. The District may also request, at its option and expense, that the Employee be examined by a physician appointed by the District. The examining physician shall provide to the District and the Employee a copy of his medical findings and his opinion as to whether or not the Employee is able to perform his normal work duties and/or whatever, if any, work duties the Employee is able to perform or unable to perform. The District may further require that such injured Employee make himself available for light duty work as soon as possible after release by a qualified physician which may be either District or Employee appointed.

39-10 Compensable hours are for each injury or illness and hours necessary for subsequent medical attention because of the same injury will be cumulative.

ARTICLE 40
Interpretation Committee

40-1 In the event that there is a dispute as to the interpretation of any Article/Section of this Agreement, an Interpretation Committee will be formed. The purpose of the committee is to reach a conclusion as to the intent and interpretation of the Article/Section in question. The committee will be composed of six (6) members, selected by the District and the Association, consisting of three (3) representatives of the District to include the Director of Employee-Management Relations or designee, the Chief of Police or designee and one (1) additional District designee; three (3) representatives of the Association to include an Executive Board Member and two (2) Association members. By agreement of the parties, this committee may be facilitated by the Federal Mediation and Conciliation Service.

ARTICLE 41
Term of Agreement

41-1 This Agreement shall be effective upon execution by the parties, and shall remain in effect until the 30th Day of June 2027, and shall continue from year to year thereafter unless otherwise stated in this Agreement. 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.

41-1-1 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.

ARTICLE 42
Sergeant Promotion Process

42-1 **SERGEANT PROMOTION PROCESS – QUALIFIED APPLICANT LIST**

42-1-1 Annually, the Police Department and the Association shall conduct a multi-phase promotional process beginning in the first week of March for the purpose of establishing a Qualified Applicant List for promotion to the rank of Sergeant. When a Sergeant vacancy occurs, the Human Resources Department will post the vacancy announcement.

The promotional process shall consist of a Written Test (Phase 1), an Oral Board Interview (Phase 2), and a Chief of Police Interview (Phase 3), as set forth in this Article. Successful completion of each Phase establishes eligibility to progress to the subsequent Phase in accordance with the grouping procedures described herein.

Upon completion of all required Phases and certification by the Chief of Police, the Qualified Applicant List shall be published no later than March 31 and shall remain in effect through February 28 of the following year, unless earlier exhausted in accordance with this Article.

Placement on the Qualified Applicant List establishes eligibility for consideration for promotion during the effective period of the list, but does not create a right, entitlement, expectancy, or guarantee of promotion.

42-1-2 TESTING PHASES

Phase 1 shall consist of a Written Test containing 100 questions. Applicants must obtain a minimum score of eighty percent (80%) to advance to Phase 2.

Phase 2 shall consist of an Oral Board Interview comprised of ten (10) questions with a total possible score of one hundred (100) points.

Scores earned in Phase 1 and Phase 2 shall not be cumulative. Scores shall be used solely to determine eligibility to progress to the next Phase and the applicant's ranking within each Phase. If the applicants' scores result in a tie, placement on the lists during Phase 1 and Phase 2 will be determined by seniority, as defined in Article 27.

Phase 3 shall consist of an interview conducted by the Chief of Police. The content and subject matter of the interview will be determined solely by the Chief of Police. This interview will not be scored and will result in placement on the Qualified Selection List. The Chief of Police interview is intended to allow the Chief of Police to evaluate each candidate's overall readiness for promotion, including leadership qualities, professional judgment, communication skills, and organizational fit. The Chief of Police may consider the candidate's training, experience, disciplinary history, work performance, and demonstrated leadership ability in making promotional selections. Because the interview is intended to assess overall promotional readiness and organizational needs, the Chief of Police interview shall not be scored or ranked numerically.

42-1-3 PHASE 1 (WRITTEN TEST)

The Written Test has 100 questions, each worth one (1) point, for a total of 100 points.

The subject matter of the Written Test may include CCSDPD General Orders, Criminal Law, NRS Chapter 289, CCSD Regulations, and Articles of the POA Contract.

All applicants will have 120 minutes to complete the Written Test. Scores from the Written Test will be emailed to the applicants within two (2) days of completion, unless there is an intervening weekend or holiday.

Applicants with the top 10 scores will move on to Phase 2 and be designated as "Group 1." If more than one applicant earns the same score in the 10th position, all applicants tied in the 10th position will move forward to Phase 2 as part of Group 1.

Applicants with scores ranking 11th or lower shall be designated as "Group 2" and may be advanced through the remaining Phases of the promotional process if additional vacancies occur.

Groups shall be considered sequentially, and no subsequent group shall be considered until the preceding group has been exhausted.

42-1-4 **PHASE 2 (ORAL BOARD)**

The Oral Board Interview has 10 questions. Each question is worth 8 points, and the applicant's oratory skills and Appearance during the interview will each be rated on a scale of 0-10 points, for a total of 100 points.

The subject matter of the Oral Board Interview may include operations-related questions, such as Use of Force, Major Incident Response, Body Worn Cameras, and Pursuits, as well as administrative-related questions, such as NRS Chapter 289, Internal Affairs, Disciplinary Process, and Blue Team Routing.

Applicants will have thirty (30) minutes to complete the Oral Board Interview. A maximum of three (3) minutes will be allowed for each response. Scores from the Oral Board Interview will be emailed to applicants within two (2) days of completion, unless there is an intervening weekend or holiday.

The Written Test score and the Oral Board Interview score will be combined for each applicant. The top five (5) applicants with the highest combined scores will be interviewed by the Chief of Police. This will be “Group 1A.” If more than one applicant earns the same combined score in the 5th position, all applicants tied in the 5th position will be interviewed by the Chief of Police as part of Group 1A.

Applicants in the 6th to 10th positions will remain eligible for the Chief’s Interview as part of “Group 1B.” After all applicants in Group 1A have been exhausted from consideration within the Qualified Selection List, Group 1B will be interviewed by the Chief of Police for placement in the Qualified Selection List.

The Chief of Police may, at his/her discretion, reinterview applicants if a significant amount of time has passed between the first interview and the announcement of a vacancy.

42-1-5 **PHASE 3 (CHIEF’S INTERVIEW)**

The Chief of Police, having sole discretion, shall make the final determination of who will be promoted to the rank of Sergeant from the Qualified Selection List. Participation in the Chief’s interview does not guarantee promotion.

If the Chief of Police chooses not to confirm a candidate for promotion to the rank of Sergeant, the candidate may have the opportunity to meet with the Chief of Police. This process is intended solely to provide general feedback from the Chief of Police regarding promotional readiness. It does not constitute an appeal, reconsideration, or grievance procedure.

Once an applicant is exhausted from a group for a specific vacancy, the Chief of Police is not required to reconsider that applicant. Nothing in this Article requires the Chief of Police to promote applicants in any order from within a group, nor does placement within a group create any relative right to promotion over other candidates within that same group.

Following the Chief’s Interviews, the Chief of Police will certify the Qualified Applicant List.

The Chief of Police's decision on promotion is final.

42-1-6 **DEFINITIONS**

“Appearance” means a professional presentation consistent with Police Department

grooming and uniform standards.

"Exhausted" - For purposes of this Article, an applicant shall be deemed "Exhausted" from a designated group when one of the following occurs:

(a) The applicant is promoted to the rank of Sergeant;
(b) The applicant formally declines promotion;
(c) The applicant is determined to be ineligible by Human Resources;
(d) The applicant separates from employment or is removed from consideration due to disciplinary action; or
(e) The applicant has been considered for a vacancy and was not selected by the Chief of Police.

42-1-7 **11 OR MORE PROMOTIONAL VACANCIES**

If additional promotional opportunities are identified after Group 1A and Group 1B have been exhausted, the promotional process shall proceed sequentially to Group 2. Group 2 will be split into 2A and 2B, just as Group 1 was.

42-1-8 **APPLICATION PROCESS**

If no open Sergeant positions are available, Sergeant promotional testing will still take place in accordance with this Article to ensure an active list of qualified candidates remains available.

(NEW) ARTICLE 43
Post-Ratification Modification Process

43-1 The parties agree to continue to negotiate the following Articles, and any other mutually agreed-upon Articles and/or subjects, after ratification of this Agreement.

Article--	Longevity
Article 8	Association Business
Article 11	Sick Leave Pool
Article 15	Overtime
Article 21	Assignment Differential Pay
Article 21	Higher Education Incentive
Article 21	Overtime Rate
Article 39	Occupationally Injured Employees

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

43-3 The parties agree that any negotiations covered by this Article 43 are subject to the applicable provisions of NRS Chapter 288.

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

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

_____
Emily Stevens
President
Board of School Trustees

_____
Jhone Ebert
Superintendent of Schools

_____
Lydia Dominguez
Clerk
Board of School Trustees

FOR THE POLICE OFFICERS ASSOCIATION OF THE CLARK COUNTY SCHOOL DISTRICT

_____
Matthew Caldwell
President

_____
David Ballantyne
Vice President