

Public Hearing On and Possible Approval of the Second Amendment to the Negotiated Agreement
Between the Clark County School District and the Education Support Employees Association
Regarding Changes in Language in Article 20

Nevada Revised Statute (NRS) 288.153 requires that any new, extended, or modified collective bargaining agreement between a local government employer, and an employee organization be approved by the governing body of the local government employer at a public hearing, and that the Chief Executive Officer of the local government shall report to the local government the fiscal impact of the agreement.

A tentative Second Amendment to the 2021-2023 Negotiated Agreement between Clark County School District (CCSD) with the Education Support Employees Association (ESEA) has been drafted by CCSD and ESEA. The Amendment to the Negotiated Agreement changes language in Article 20.

ESEA and CCSD drafted a Second Amendment to previous 2021-2023 Negotiated Agreement approved by the Board of Trustees on November 18, 2021. The Second Amendment modifies the language contained in Article 20 of the Negotiated Agreement and increases the contribution by CCSD to the ESEA Group Health Insurance program. The terms of this agreement will be effective prospectively from the date of approval and signature. There is a fiscal impact of \$6.6 million (\$6,600,000) associated with this Amendment to the Negotiated Agreement.

This is the time and place to conduct a public hearing on, discussion of, and possible action on approval of the Second Amendment to the 2021-2023 Negotiated Agreement between the Clark County School District and the Education Support Employees Association regarding changes in language in Article 20 of the Negotiated Agreement and increased contribution by CCSD to the ESEA Group Health Insurance Program.

**SECOND AMENDMENT TO THE NEGOTIATED AGREEMENT
BETWEEN CLARK COUNTY SCHOOL DISTRICT AND EDUCATION SUPPORT
EMPLOYEES ASSOCIATION REGARDING ARTICLE 20**

This Second Amendment to the Negotiated Agreement ("Agreement") is made between and entered into by the Clark County School District ("CCSD" or the "District") and the Education Support Employees Association ("ESEA"), individually referred to as a "Party" or collectively referred to as the "Parties."

WHEREAS, ESEA is the recognized, exclusive bargaining agent for the bargaining unit consisting of all education support professionals employed by CCSD (hereinafter "Employees," or "Employee" in the singular);


WHEREAS, CCSD and ESEA are parties to a collectively bargained Negotiated Agreement dated November 18, 2021 ("Negotiated Agreement");

WHEREAS, the Parties wish to amend Article 20-4 of the Negotiated Agreement.

NOW THEREFORE, the Parties agree:

1. Article 20 is hereby amended as follows:
 - a. Article 20-2 will read: "In addition to contributing toward the cost of the plan on behalf of each Employee participating in the plan ("Plan Participant"), the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier."
 - b. Articles 20-4-2, 20-4-2-1, 20-4-2-2 and 20-4-2-3 shall be deleted from the Negotiated Agreement, and the subsequent articles will be re-numbered accordingly.
 - c. The word "employee" in Article 20-4-3 and 20-4-3-3 is replaced with "Plan Participant."
 - d. Article 20-4-3-1 shall be deleted from the Negotiated Agreement and the subsequent articles will be renumbered accordingly.
 - e. All incidences of the words "per-employee" or "per-employee" in Article 20-4-5 are replaced with "per Plan Participant."
 - f. Article 20-4-5 is corrected to reflect that the starting date on which CCSD began contributing \$654.90 per Plan Participant was September 1, 2021.
 - g. Attached hereto as Exhibit A and incorporated herein is a document reflecting the Parties' agreed upon changes to Article 20.

Education Support Employees Association

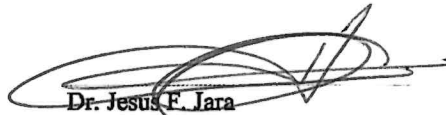

Jan Giles
President

5-24-2022
Date

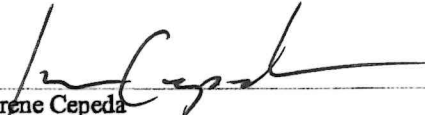

Brian Lee
Executive Director

5-25-22
Date

Clark County School District


Dr. Jesus F. Jara
Superintendent of Schools

6-29-22
Date


Irene Cepeda
Board of Trustees, President

6/23/22
Date


Lola Brooks
Board of Trustees, Clerk

6/23/22
Date

Exhibit A

to the

**SECOND AMENDMENT TO THE NEGOTIATED
AGREEMENT BETWEEN CLARK COUNTY SCHOOL
DISTRICT AND EDUCATION SUPPORT EMPLOYEES
ASSOCIATION REGARDING ARTICLE 20**

Exhibit A

ARTICLE 20
Group Health Insurance

20-1 The CCSD Health and Welfare Insurance Program for district Support Staff employees ("CCSD Program") is hereby established, effective September 15, 2001, to replace the ESEA Health and Welfare Benefit Trust.

20-2 In addition to contributing toward the cost of the plan, on behalf of each Employee participating in the plan ("Plan Participant"), the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier.

20-2-1 Within said payments, set forth in 20-4-5, the CCSD Program shall provide health insurance and the following ancillary insurance benefits:

Dental. The medical benefits package in the CCSD Program includes dental benefits.

Life Insurance. The medical benefits package in the CCSD Program includes life insurance benefits.

Long-Term Disability. The medical benefits package in the CCSD Program includes long-term disability benefits.

Short-Term Disability. The medical benefits package in the CCSD Program includes voluntary short-term disability benefits.

Vision. The medical benefits package in the CCSD Program includes vision benefits.

20-2-2 Retirees. The District will assure that retirees will be provided with their medical benefits package as mandated by the Nevada Revised Statutes.

20-3 **Additional Provisions**

20-3-1 Employee Participation in Appeals Process. All fully insured carriers doing business in the State of Nevada are required to provide members with a dispute resolution process. The insurance providers' plans provide all covered employees with several levels of appeal to resolve disputes. The CCSD Program requires insurance providers to include an ESEA covered employee, to be selected by the District after consultation with ESEA, as a member of the Grievance Review Committee.

20-4 The parties shall continue the Joint Insurance Advisory Committee having a minimum of six members, half of whom shall be appointed by each party.

20-4-1 The Joint Insurance Advisory Committee will meet quarterly and review the ESEA insurance programs. The committee will report the results of such review to the Chief Financial Officer, Finance and Operations Division.

20-4-2 In the event that there are surplus funds remaining from the School District's contribution for insurance benefits pursuant to Article 20-4-5 of the Negotiated Agreement, the following shall occur:

~~20-4-2-1 When such funds are determined to be a surplus, they shall be set aside in the restricted Insurance Reserve Account.~~

~~20-4-2-2~~ A report shall be made quarterly to the Joint Insurance Committee concerning the amounts set aside in the restricted Insurance Reserve Account, and the ending balance.

~~20-4-2-3~~ Upon mutual agreement of the District and the Association, this Article may be reopened for the limited purpose of discussing the structure, composition and functions of the Joint Insurance Advisory Committee.

20-4-3 In the event the employee Plan Participant premium for health insurance increases beyond the premium agreed to in Article 20-4-54, then the increase will be paid through any one or a combination of the following:

~~20-4-3-1~~ Any funds present in the restricted Insurance Reserve Account;

~~20-4-3-2~~ ~~20-4-2-1~~ Monies designated by the Nevada State Legislature for health and welfare benefits for the District's support staff employees; or

~~20-4-3-32-2~~ A change in the benefits available under the plan, and/or an increase in employee Plan Participant contribution.

20-4-43 The Committee shall consider insurance proposals submitted to it for an insurance benefits package. The goal of the Committee shall be to make a recommendation to the Chief Financial Officer-CFO. If a joint recommendation is not reached, then each party may submit a recommendation or recommendations from which the CFO may select. Nothing in this provision shall be interpreted as a waiver of mandatory bargaining over the subject of insurance following the expiration of the new collective bargaining agreement, but consistent with legal notice obligations.

20-4-54 The School District will increase the per-employee Plan Participant, per month contribution for the insurance benefits package by five percent (5%) effective on September 1, 2021 and by an additional five percent (5%) on September 1, 2022. Effective September 1, ~~2022~~2021, the School District will contribute the amount of \$654.90 per employee Plan Participant per month for the insurance benefits package. Effective September 1, 2022, the School District will contribute the amount of \$687.65 per employee Plan Participant per month for the insurance benefits package. The School District will also pay any additional sum, beyond the five percent (5%) increase, to ensure that Employees do not experience a reduction in their take home pay due to increased insurance costs for the 2021-2022 and 2022-2023 School YearYears.