

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN  
CLARK COUNTY SCHOOL DISTRICT and EDUCATION SUPPORT EMPLOYEES  
ASSOCIATION**

**REGARDING THE PROVISION OF IMPROVED SERVICES**

This First Amendment to Memorandum of 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**, CCSD and ESEA are parties to a collectively bargained Negotiated Agreement effective July 1, 2021 (“Negotiated Agreement”);

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

**WHEREAS**, the Parties are dedicated to improving the quality of services provided to students;

**WHEREAS**, the Parties are dedicated to investing in the professional development of dedicated Employees;

**WHEREAS**, the Parties share a common goal of recruiting, training, and retaining Employees through the development of occupational pathways for dedicated Employees;

**WHEREAS**, the Parties entered into a Memorandum of Agreement Between the Clark County School District and the Education Support Employees Association Regarding the Provision of Improved Services on November 24, 2021 (“MOA”); and,

**WHEREAS**, the Parties now seek to amend the MOA to improve its operational efficiency and further facilitate its objectives and to ensure there is an adequate number of qualified and trained Employees willing to serve as backups for School Health Assistants (“SHA”).

**NOW THEREFORE**, the Parties agree to the following:

1. The Parties agree to add the following language to the MOA as Section 3(h):

Employees who volunteer to serve as a backup for an SHA (“SHA” Backup”) will do so on the following terms and conditions:

- (i) An Employee’s agreement to serve as an SHA Backup is strictly voluntary.
- (ii) SHA Backups must be approved by the school nurse or the District’s Health Services Department.
- (iii) All training, materials, special clothing or equipment necessary for service as an SHA Backup will be provided by CCSD, at CCSD’s sole expense, and Employees will be compensated at their regular rate of pay for all required training.

- (iv) After volunteering and being approved by the school nurse or the District's Health Services Department, SHA Backups will serve in that capacity as and when directed by an Immediate Supervisor or Appropriate Administrator. When serving as an SHA Backup, Employees will be subject to the supervision of the school nurse or the District's Health Services Department.
  - (v) SHA Backups will receive additional compensation for service in that capacity as follows:
    - a. For a half-day of work in that capacity, which is defined as one (1) hour or more but not more than one-half of the work day, the SHA Backup will receive a \$25 daily stipend.
    - b. For a full day of work in that capacity, which is defined as more than one-half of the work day, the SHA Backup will receive a \$50 daily stipend.
    - c. An SHA Backup will not receive a stipend for serving in that capacity for less than one (1) hour nor solely for the duration of the SHA's 15-minute paid break(s) or 30-minute paid lunch; provided, that if the cumulative service in SHA Backup capacity in a single work day equals or exceeds one (1) hour, the SHA Backup will receive a half-day daily stipend of \$25.
    - d. Assignment as SHA Backup will be rotated among the school's SHA Backups on a daily basis, meaning that on a typical work day, the same, single SHA Backup will cover both the SHA's 15-minute break and 30-minute lunch. In an atypical work day, that same, single SHA Backup would also cover any unusual or unexpected SHA breaks or absences, which may result in payment of a half-day or full-day daily stipend.
  - (vi) The Parties will collaborate to develop an **ELMS** training module that provides an introduction and overview to service as an SHA Back-up. The **ELMS training module** must be viewed by the Employees who volunteer, or have indicated that they are considering volunteering, to serve as an SHA Backup.
2. The Parties agree to modify the MOA by deleting the current content of Section 5(a) in its entirety and substituting the following language:
- "Employees must have at least one (1) full, Work Year of service with CCSD to be eligible for the program, but the program is otherwise open to all Employees."

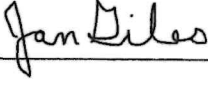
**[Remainder of page intentionally left blank.]**

---


3. The Parties agree to modify the MOA by deleting the current content of Section 6(c) in its entirety and substituting the following language:

“A program teacher who fails to complete a full three (3) school years of service will be required to reimburse CCSD for tuition and costs on a pro-rata basis. A program teacher will be “credited” 1/27th of the total tuition paid by CCSD for each full month of licensed teaching service with CCSD.”

**Education Support Employees Association**

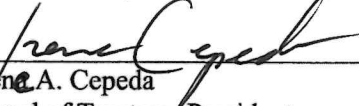
  
\_\_\_\_\_  
Jan Giles  
President

11/21/22  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Brian Lee  
Executive Director

11-21-22  
\_\_\_\_\_  
Date

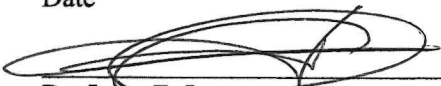
**Clark County School District**

  
\_\_\_\_\_  
Irene A. Cepeda  
Board of Trustees, President

12/8/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lola Brooks  
Board of Trustees, Clerk

12/8/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Jesus F. Jara  
Superintendent of Schools

12-8-22  
\_\_\_\_\_  
Date