

APPROVAL OF THE MEMORANDUM OF AGREEMENT CONCERNING  
NEGOTIATIONS BETWEEN THE CLARK COUNTY SCHOOL DISTRICT  
AND THE EDUCATION SUPPORT EMPLOYEES ASSOCIATION

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 agreement has been reached between the Clark County School District (CCSD), and the Education Support Employees Association (ESEA). The tentative Memorandum of Agreement covers the 2019-2021 school years and includes the following:

- Incorporates all Memoranda of Agreement entered into by the parties into one document and completes (except for AB 469) negotiations for the 2019-2021 contract years.
- The Memorandum provides that the CCSD will provide duty-free time for all mandatory training.
- The Memorandum changes Article 33 (Progressive Discipline) to provide that the progressive discipline process may start after the (current) twenty-five (25) day limitation if the infraction is considered to be serious.
- The Memorandum also provides that CCSD will provide new employee information to the union.

ESEA informed CCSD that this Memorandum will be submitted to the members for ratification. As such the approval of this Memorandum is subject to and conditioned on ratification by the ESEA membership. The fiscal impact of the changes to agreement is a cost to CCSD is de minimis.

Discussion and possible action on approval of the Memorandum of Agreement Concerning Negotiations between the Clark County School District and the Education Support Employees Association.

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**AGREEMENT CONCLUDING NEGOTIATIONS**

**between**

**THE CLARK COUNTY SCHOOL DISTRICT**

**and**

**THE EDUCATION SUPPORT EMPLOYEES ASSOCIATION**

**FOR THE NEGOTIATED AGREEMENT -- JULY 1, 2019 – JUNE 30, 2021**  
**(THE "SUCCESSOR AGREEMENT")**

This Agreement ("Agreement") concludes negotiations for the "Successor Agreement" to the Negotiated Agreement between the Clark County School District ("CCSD"), a political subdivision of the State of Nevada and a "local government employer," as that term is defined in NRS 288.060, and the Education Support Employees Association ("ESEA"), an "employee organization," as that term is defined in NRS 288.040, which has been recognized by CCSD as the "bargaining agent," as that term is defined in NRS 288.027, for the "bargaining unit," as that term is defined in NRS 288.028, consisting of CCSD support staff employees. ESEA and CCSD may individually or collectively be referred to herein as "Party" or "Parties." This Agreement is made and entered into on the date of the last signature set forth below (the "Effective Date").

**WHEREAS**, the Parties have engaged in "collective bargaining," as that term is defined in NRS 288.033, and entered into a negotiated agreement (the "Current Agreement"), and Article 38-1 of the Current Agreement provides that it remains in full force and effect until June 30, 2019 and thereafter while the Parties are in negotiations for the Successor Agreement,

**WHEREAS**, the Parties previously reached an agreement as to Article 8 of the Current Agreement and certain financial or economic issues, which the Parties codified in a Memorandum of Agreement, with an effective date ( as defined therein) of November 8, 2019 (the "MOA"),

**WHEREAS**, the Parties also executed a series of interim agreements comprising a partial resolution of their dispute regarding the proper interpretation and application of AB 469 from the 2017 Session of the Nevada Legislature ("AB 469") as that law impacts, or does not impact, certain Articles of the Current Agreement (the "Interim Agreements"),

**WHEREAS**, on or about March 5, 2020, CCSD filed a Petition for Declaratory Order with Nevada's Government Employee-Management Relations Board ("EMRB") seeking clarification on the proper application of AB 469 in relation to the mandatory subjects of bargaining enumerated in NRS 288.150,

**WHEREAS**, on March 20, 2020, ESEA filed a Petition to Intervene in CCSD's Petition for Declaratory Order, and in an order dated on or about April 16, 2020, the EMRB granted ESEA's Petition to Intervene,

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**WHEREAS**, CCSD's Petition for Declaratory Order is pending with the EMRB, and the final agency action of the EMRB in that matter may be subject to a petition for judicial review in a court of competent jurisdiction,

**WHEREAS**, the Parties acknowledge and agree that CCSD will be obligated to and will comply with any lawful order from the EMRB,

**WHEREAS**, Article 29 of the Current Agreement provides in relevant part: "The parties agree that in the event any provision of this Agreement is found by a court of competent jurisdiction to be in contradiction of any [law of the State of Nevada or the United States] they will enter into immediate negotiations thereon."

**WHEREAS**, the Parties continued to negotiate non-economic terms, including AB 469, while implementing the Article 8 and financial or economic terms set forth in the MOA, and have reached final agreement on all issues other than AB 469,

**NOW, THEREFORE**, the Parties agree as follows:

1. The MOA and Attachments A through E attached thereto continue in full force and effect and are incorporated into the Successor Agreement.
2. The Interim Agreements are abrogated.
3. As of the Effective Date, the Parties make the following changes to the Current Agreement that will be incorporated into the Successor Agreement:
  - a. Article 21 of the Current Agreement is modified as set forth on Attachment F;
  - b. Article 33 of the Current Agreement is modified as set forth on Attachment G; and,
  - c. Article 36 of the Current Agreement is modified as set forth on Attachment H.
4. Upon final disposition of CCSD's Petition for Declaratory Order filed with the EMRB on March 5, 2020, including any final, dispositive resolution of a petition for judicial review of the EMRB's decision in that matter by a Nevada district court or the Nevada Supreme Court, either Party may re-open negotiations regarding modification of the Successor Agreement for the purpose of compliance with AB 469. The Parties acknowledge and agree that CCSD will be obligated to and will comply with any lawful order from the EMRB pending any judicial review, unless the order is stayed.

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**ATTACHMENT F**

**ATTACHMENT F**



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**ARTICLE 21**  
**Work Day**

- 21-1 Employees of the School District shall not be permitted to leave their work location during the work day except during their non-paid lunch break unless permission is given by the Appropriate Administrator or designee.
- 21-2 Employees may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. With prior approval of the Appropriate Administrator or designee, time away from work shall be selected by the Employee and shall be charged appropriately to earned annual leave, earned personal leave, or earned sick leave. Sick leave shall be used only as necessary and for appropriate reasons. In the event earned annual leave, earned sick leave, or earned personal leave is not available, time away from the work location will be taken without pay.
- 21-3 Employees given permission by their Immediate Supervisor or Appropriate Administrator to attend Association meetings that are conducted during their workday must make up the time away from the job. Make-up time may be scheduled during the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator. If not mutually agreed, the make-up time will, at the Employee's election, be charged to earned annual leave or earned personal leave.
- 21-4 No Employee covered by this Agreement will be permitted by the Immediate Supervisor or Appropriate Administrator to attend more than twelve (12) association meetings (up to two (2) hours per meeting) a year which are scheduled during the Employee's work day. The time permitted to attend association meetings will be non-paid and will have to be made up by the Employee on the same workday, and the Association meetings will not begin prior to 4:30 P.M.
- 21-5 A 15-minute paid break will be provided during each four (4) hours of work. This does not preclude the Employee's immediate supervisor or appropriate administrator from scheduling breaks so as to ensure coverage and/or completion of a task or prior to the conclusion of the Employee's work day.
- 21-6 An Employee's Immediate Supervisor must allot duty-free time in the Employee's work schedule for completion of mandatory training, including but not limited to on-line training.





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**ATTACHMENT G**

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**ARTICLE 33**  
**Progressive Discipline**

33-1 The continued employment of a regular status Employee is contingent upon proper performance of assigned duties and personal fitness. A Regular Status Employee may be suspended, demoted, or dismissed for just cause.

33-2 The District agrees that principles of progressive discipline will be followed. 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 immediately, without prior notice or an administrative evidentiary hearing.

33-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change shall be called to the Employee's attention in writing within twenty-five (25) Days after the observation. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the behavior, the twenty-five-day period shall be tolled during the pendency of the postponement.

33-3 **Written Reprimand**

- A. In the event that a written reprimand is issued, a copy will be given to the Employee not later than twenty-five (25) Days after the infraction, ~~unless there is an ongoing investigation being conducted by law enforcement or a governmental entity other than the District.~~ A copy shall also be placed in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five day period shall be tolled during the pendency of the postponement-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would constitute a crime or other violation of state or federal law, or, adversely affect the physical or mental health or safety of a student.
- B. The Appropriate Administrator shall meet with the Employee to discuss the reprimand. Pursuant to Article 24-3, the Employee may submit a written response to this document.

33-4 **Suspension of Three Days or Less**

- A. A suspension of three (3) days or less without pay may be made by the Appropriate Administrator or designee.
- B. If a serious offense is witnessed by the suspending authority, the Employee may be suspended immediately after the Employee has been granted an opportunity to explain what occurred to the suspending authority.
- C. If the suspending authority is not a witness to the Employee's alleged misconduct, the Employee shall be given an oral statement of the charge and afforded an opportunity to explain the alleged misconduct at an informal meeting with the suspending authority and those persons necessary to prove cause.



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- D. A written report of disciplinary action shall be completed by the suspending authority not later than twenty-five (25) Days after the infraction, ~~unless there is an ongoing investigation being conducted by law enforcement or a governmental entity other than the District.~~ The written report will be signed by the Employee, and transmitted to the Human Resources Division for inclusion in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five day period shall be tolled during the pendency of the postponement day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would constitute a crime or other violation of state or federal law; or, adversely affect the physical or mental health or safety of a student.
- E. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-4(D) of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.

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33-5

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

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



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

33-6

**Suspensions of Four Days or More**

- A. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Days by the administrator in charge of the division or a designated representative.
- B. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 33-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.
- C. The notice shall be served on the Employee at least the same number of days prior to the administrative evidentiary hearing as the number of days for which the suspension is sought or ten (10) Days, whichever is less.
- D. A suspension shall not be effective until a decision has been reached as a result of an administrative evidentiary hearing.
- E. The Superintendent's designee shall preside at the hearing and shall render a written decision within three (3) Days.
- F. When extraordinary circumstances are involved, the Employee may be suspended immediately without prior notice or an administrative evidentiary hearing.
  - (1) The notice and hearing shall be provided as soon as possible after the suspension has been effected, consistent with this Article.
  - (2) Extraordinary circumstances include but are not limited to acts, which are criminal in nature, which involve the welfare or safety of the staff or the public, or which endanger District property.
- G. Suspensions shall be for consecutive days except by mutual agreement between the Employee and the appropriate administrator.

33-7

**Suspension Pending Investigation/Indefinite Suspension**

- A. ~~The~~ After reviewing the matter with the Employee, the Superintendent's designee may suspend a Regular Status Employee immediately and without pay for an indefinite period ~~up to twenty-five (25) days~~ pending the outcome of an investigation ~~after reviewing. In the matter with event the Employee fails to attend the investigatory interview, or the Association and the School District agree in writing to postpone the investigatory interview, the twenty-five-day period shall be tolled until the Employee attends the investigatory interview or extended during the pendency of the agreed-upon postponement.~~
- B. Upon the:
  - (1) arrest of an Employee for a felony or for a misdemeanor involving moral turpitude,





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(2) initiation of an investigation of the Employee by law enforcement or a government entity other than the School District, or

(3) Employee's failure to maintain a required license, certification or other prerequisite for the Employee's position.

and upon review of the matter with the Employee, the Superintendent's designee may suspend a Regular Status Employee immediately, without pay, and indefinitely pending resolution of the charge by, conclusion of the investigation by appropriate authorities or the Employee obtaining the requisite license, certificate or satisfying the other prerequisite for the Employee's position that caused the suspension.

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- BC.** ~~If further disciplinary action~~dismissal or demotion is recommended at the conclusion of the suspension pending investigation or resolution of charges~~indefinite suspension~~, the Superintendent's designee may continue the Employee on suspension, pending the proposed action, upon compliance with the notice procedures contained in Article 33-5.
- CD.** If at the conclusion of the investigation the Employee is determined to not have engaged in any misconduct, the Employee will be paid for the time the Employee was on ~~indefinite~~ unpaid suspension, not to exceed ~~fifteen (15)~~twenty-five (25) days. This provision does not apply to indefinite suspensions as a result of the arrest of the Employee, the initiation of an investigation of the Employee by law enforcement or a government entity other than the School District or the Employee's failure to maintain a required license, certification or other prerequisite for the Employee's position.
- DE.** If the investigation results in a sustained dismissal of the Employee, the Employee shall not be entitled to pay for any of the time the Employee was on an indefinite unpaid suspension or suspension pending investigation, regardless of the length of the suspension.
- EF.** An employee who claims reimbursement under this ~~article~~Article may appeal a decision to deny payment for unpaid days while on suspension in accordance with this ~~article~~Article only to the Superintendent or the Superintendent's designee. The decision of the Superintendent or the Superintendent's designee is final and binding and is not subject to the provisions of Article 4, Grievance and Arbitration Procedure.

33-8

**Involuntary Demotion**

- A. Prior to the demotion of an Employee, a notice of intended disciplinary action, in compliance with Section 33-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. No demotion shall be made as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.
- C. The proposed demotion shall not become effective until the conclusion of the administrative evidentiary hearing conducted by the Superintendent's designated representative.
- D. A written decision of the administrative evidentiary hearing shall be rendered within three (3) Days.
- C. 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.



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33-9

Dismissal

- A. Prior to dismissal, a notice of proposed disciplinary action, in compliance with Section 33-5 of this Article shall be transmitted to the Employee and to the Human Resources Division.
- B. The Employee may be suspended pending dismissal proceedings.
- C. The Appropriate Administrator will present the dismissal recommendation to the Superintendent's designated representative.
- D. An administrative evidentiary hearing shall be held no sooner than ten (10) calendar days from receipt of the notice to recommend dismissal nor later than thirty (30) calendar days from receipt. The parties may waive these time limits by written agreement.
- E. The Superintendent's designee shall preside at the dismissal hearing and shall consider all evidence as to the facts and circumstances surrounding the allegation contained in the notice of proposed disciplinary action.
- F. A written decision must be issued within five (5) Days of the conclusion of the hearing. It must state the facts and conclusions, which support the decision.

33-10

Appeal of Disciplinary Actions

- A. Regular Status Employees may appeal disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. Suspensions, demotions, or dismissals may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the Expedited Arbitration Procedure (Article 4-18).

33-11

Document Removal

- A. An Employee who receives a disciplinary document, but has no other disciplinary document issued within the previous three (3) years in the Employee's personnel file and who does not subsequently receive any other disciplinary document, may submit a written request to have the disciplinary document removed after two (2) years and one (1) day from issuance.
- B. Anytime after a period of three (3) years and one (1) day from issuance, any written report, comment, or other disciplinary documents, excluding evaluations, placed in a support Employee's file, shall be removed upon written request of that support Employee.



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**ATTACHMENT H**

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**ARTICLE 36**  
**Request for Information**

- 36-1 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.
- 36-2 Requests for information shall be made in accordance with NRS 288.180.
- 36-3 When the School District hires an Employee, as defined in Article 1-8 of this Agreement, it shall promptly provide the Association with the Employee's name, contact information, job title and work location.





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5. Any term or condition of the Current Agreement modified herein shall take effect upon the Effective Date, and all unmodified terms of the Current Agreement shall remain in full force and effect in the Successor Agreement.

**BOARD OF SCHOOL TRUSTEES  
FOR THE CLARK COUNTY SCHOOL DISTRICT**



LOLA BROOKS  
President

Date: 7/17/2020



DANIELLE FORD  
Clerk

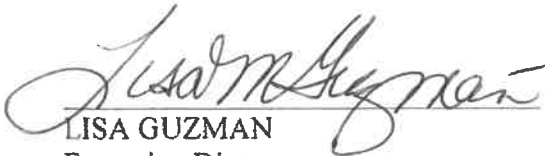
Date: \_\_\_\_\_



JESUS F. JARA  
Superintendent of Schools

Date: 8/7-20

**EDUCATION SUPPORT EMPLOYEES ASSOCIATION**



LISA GUZMAN  
Executive Director

Date: 8/31/2020



VIRGINIA MILLS  
President

Date: 8/31/2020