

Approval of the New Memorandum of Agreement Regarding the
Negotiated Agreement 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.

The Board of Trustees of the Clark County School District (CCSD) approved a Negotiated Agreement (Agreement) with the Education Support Employees Association (ESEA). The Agreement provides in Article 11 for sick leave, Article 34 for special conditions, and Article 35 for safety and health.

ESEA and CCSD drafted a new Memorandum of Agreement which modifies the previous agreement approved by the Board of Trustees on September 9, 2020. The new agreement modifies the safety provisions to include daily symptom screening, mandatory random COVID-19 testing, PPE, and use of leave. The new agreement also provides additional compensation for additional duties. The terms of this agreement will be effective prospectively from the date of approval and signature. There are additional costs associated with entering into the Memorandum of Agreement.

Discussion and possible action on approval of the new Memorandum of Agreement Regarding the Negotiated Agreement between the Clark County School District and the Education Support Employees Association (ESEA).

MEMORANDUM OF AGREEMENT
BETWEEN
CLARK COUNTY SCHOOL DISTRICT and EDUCATION SUPPORT EMPLOYEES
ASSOCIATION
REGARDING THE REOPENING OF SCHOOLS AND OTHER
WORKSITES IN COVID-19 ENVIRONMENT

This 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, 2019 (“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 Bargaining Unit is large and diverse, and ESEA has identified eight, discrete “Job Families” within the Bargaining Unit,

WHEREAS, ESEA is obtaining and compiling information and COVID-19 safety concerns from the Job Families on an ongoing basis,

WHEREAS, due to concerns regarding community spread of COVID-19, CCSD schools and a number of CCSD’s other operations are operating remotely or otherwise suspended for a period commencing at the start of the 2020-2021 School Year,

WHEREAS, the Parties wish to establish a framework to efficiently and effectively address the safety concerns of CCSD, ESEA and Employees in connection with the reopening of CCSD’s schools and other work sites (the “Re-Opening”),

NOW THEREFORE, the Parties agree to the following:

A. Baseline Agreement

1. All Employees will be provided with the necessary personal protective equipment (“PPE”) at no cost to the Employee, including but not limited to face coverings, face shields, hand sanitizer, disinfectant and paper towels. The Parties acknowledge that different types or quantities of PPE may be required for different Employees based on the Employees’ job duties, including but not limited to gloves and gowns.

2. The District will follow any and all applicable guidance and/or protocols for schools and other work sites that have been promulgated by the Southern Nevada Health District (“SNHD”) or Centers for Disease Control and Prevention (“CDC”).
3. The District will arrange classrooms, other workspaces and the passenger compartments of any District vehicles to be in compliance with any and all applicable SNHD guidance and/or protocols.
4. The District will utilize outdoor options for instruction and other Employee work activities when practical and appropriate, as determined by the District.
5. The District will provide written sanitization protocols for all work areas and equipment prior to the Re-Opening, or as soon as possible thereafter.
6. The District will ensure that all work areas and equipment are cleaned and sanitized in accordance with any and all applicable SNHD guidance or protocols.
7. The District will follow any and all applicable SNHD guidance or protocols for physical distancing, subject to any Nevada Department of Education waivers.
8. The District will ensure that every school has designated separate bathrooms for Employees and students.
9. If and to the extent an Employee’s job duties, or the manner in which those duties are performed, are modified due to the COVID-19 pandemic, the Employee will be notified and provided with written instructions and any necessary training prior to the Re-Opening, or as soon as possible thereafter.
10. Employees returning to a school site or reporting to a CCSD facility shall be required to participate in the following:
 - a. Daily symptom screening and management.
 - b. Mandatory random COVID- 19 testing every month. The percentage of individuals to be tested will be determined by the number of students enrolled in the school who have opted into face-to-face instruction in order to create a statistically significant sample size as determined by the SNHD or appropriate state or federal agency.
 - c. The SNHD contact tracing program following a positive COVID-19 test.
 - d. Quarantine for 14 days after a positive test with a return to work after a negative test. Quarantine time frames may be modified in accordance with the CDC and/or the SNHD guidelines at the time of the quarantine.

- e. CCSD shall continue to pay Employees who are quarantined if they are able to continue to perform work remotely if work exists. Staff may use any available leave balances, including the sick leave bank created by previous Agreements, any available state or federally funded leave, while under quarantine after a positive test. In the event state or federally funded COVID-19 becomes available, to the extent allowed by state or federal law, CCSD will retroactively apply such leave to restore a quarantined Employee's leave balances.
 - f. Any Employee who refuses to test will immediately be removed from the school site or CCSD facility and placed on unpaid leave status until returning with a negative test.
11. Remote work requests will be made to the Employee's supervisor and subject to the needs of the work site or school site.
12. The District will prioritize any remote work requests from Employees who are members of a "vulnerable population," as defined by the State of Nevada's Declaration of Emergency Directive 021, Phase 2 Reopening Plan, Sections 5 and Section 6.
13. Employees will not be required to pay for COVID-19 testing required by CCSD. Any time spent traveling to a testing site, testing, and traveling back to a work location is considered part of the work day.

B. Supplemental Appendices

- 1. Either Party may propose an appendix to this Agreement to address or resolve specific concerns regarding Re-Opening, and the other Party will negotiate in good faith regarding the proposed appendix.
- 2. A proposed appendix may be confined to issues arising in one or more Job Families or may have implications for the entire Bargaining Unit.
- 3. If the Parties reach agreement on a proposed appendix, the appendix will be numbered, executed by the Parties and become a part of this Agreement and fully enforceable hereunder.

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C. Term

This Agreement will remain in effect until the SNHD determines that the danger posed by COVID-19 has effectively been neutralized, and the District resumes normal, pre-pandemic operations.

Education Support Employees Association

Clark County School District

Brian Lee
Executive Director

Linda P. Cavazos
Board of Trustees, President

Date

Date

Jan Giles
President

Evelyn Garcia Morales
Board of Trustees, Clerk

Date

Date

Dr. Jesus F. Jara
Superintendent of Schools

Date

**FIRST APPENDIX TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
CLARK COUNTY SCHOOL DISTRICT and EDUCATION SUPPORT EMPLOYEES
ASSOCIATION
REGARDING THE REOPENING OF SCHOOLS AND OTHER
WORKSITES IN COVID-19 ENVIRONMENT**

WHEREAS, the Clark County School District (“CCSD” or “District”) and the Education Support Employees Association (“ESEA”), individually referred to as a “Party” or collectively referred to as the “Parties,” are parties to a collectively bargained Negotiated Agreement, effective July 1, 2019 (“Negotiated Agreement”),

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, ESEA and the CCSD have entered into the Memorandum of Agreement between Clark County School District and Education Support Employees Association Regarding the Reopening of Schools and Other Worksites in Covid-19 Environment (the “Re-Opening MOA”),

WHEREAS, the Re-Opening MOA provides that either Party may propose an appendix to the Re-Opening MOA to address or resolve specific concerns regarding re-opening of the District for in-person instruction on a limited basis, and the other Party will negotiate in good faith regarding the proposed appendix to the Re-Opening MOA,

WHEREAS, CCSD has determined that for the safety of students and staff, it must establish “isolation/sick” rooms for students showing symptoms of COVID-19, and First Aid Safety Assistants (“FASAs”) and Employees who serve as back-up to FASAs (“FASA Back-Ups”) may be required to work in such isolation/sick rooms,

WHEREAS, the Parties have met and negotiated regarding certain terms and conditions of employment for FASAs and FASA Back-Ups,

NOW THEREFORE, the Parties agree as follows:

1. Any FASA or FASA Back-Up who agrees to receive a COVID-19 vaccination will not be required to perform services in an isolation/sick room until after that Employee receives the first COVID-19 vaccination.

2. Employees assigned to work in an isolation/sick area will be provided with all necessary personal protective equipment (“PPE”) at no cost to the Employee, including but not limited to an N-95 respirator, a face shield, gloves, and gown.
3. Employees assigned to work in an isolation/sick area will be provided with necessary disinfectant supplies at no cost to the Employee.
4. Employees assigned to work in an isolation/sick room will receive appropriate training in infection prevention and control.
5. FASAs will receive a one-time stipend in the amount of \$3,000 as additional compensation for providing isolation/sick room services on the following terms:
 - a. Employee will receive \$1,500 on the first full pay period following March 30, 2021.
 - b. Employee will receive the remaining \$1,500 after the last pay period of CCSD’s Spring 2021 Semester.
 - c. Employee who does not complete the Spring 2021 Semester with CCSD as a Health Care Employee will receive a pro-rated stipend based on the time the Employee spent working as a Health Care Employee in CCSD’s Spring 2021 Semester.

These payments will not be PERS sensitive.

6. FASA Back-Ups will receive a one-time stipend in the amount of \$1,000 as additional compensation for providing isolation/sick room services on the following terms:
 - a. FASA Back-Ups will receive \$500 on the first full pay period following March 30, 2021.
 - b. FASA Back-Ups will receive the remaining \$500 after the last pay period of CCSD’s Spring 2021 Semester.

These payments will not be PERS sensitive.

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- c. A FASA Back-Up who does not complete the Spring 2021 Semester with CCSD as a FASA Back-Up will receive a pro-rated stipend based on the time the Employee spent working as a FASA Back-Up in CCSD's Spring 2021 Semester.

Education Support Employees Association

Clark County School District

Brian Lee
Executive Director

Linda P. Cavazos
Board of Trustees, President

Date

Date

Jan Giles
President

Evelyn Garcia Morales
Board of Trustees, Clerk

Date

Date

Dr. Jesus F. Jara
Superintendent of Schools

Date

**SECOND APPENDIX TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
CLARK COUNTY SCHOOL DISTRICT and EDUCATION SUPPORT EMPLOYEES
ASSOCIATION
REGARDING THE REOPENING OF SCHOOLS AND OTHER
WORKSITES IN COVID-19 ENVIRONMENT**

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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, ESEA and the CCSD have entered into the Memorandum of Agreement between Clark County School District and Education Support Employees Association Regarding the Reopening of Schools and Other Worksites in Covid-19 Environment, (the “Re-Opening MOA”),

WHEREAS, the Re-Opening MOA provides that either Party may propose an appendix to the Re-Opening MOA to address or resolve specific concerns regarding re-opening of the District for in-person instruction on a limited basis, and the other Party will negotiate in good faith regarding the proposed appendix to the Re-Opening MOA,

WHEREAS, due to concerns regarding community spread of COVID-19, CCSD schools and a number of CCSD’s other operations have been operating remotely or otherwise suspended for the period commencing on November 12, 2020, and ending January 25, 2021 (the “Interim Closed Period”),

WHEREAS, although most Employees are not required to physically report to work report during the Interim Closed Period, the physical presence of some Employees at an actual (non-remote) work site is essential to maintain CCSD operations,

WHEREAS, the duties of some Employees who are required to physically report to work at an actual (non-remote) work site further require such Employees to engage in in-person interaction with members of the public and other individuals who are not CCSD employees (“Public Work”),

WHEREAS, the Parties have agreed that the Employees performing Public Work are identified as Food Service Truck Drivers, Food Service Workers, Food Service Central Kitchen Workers, Food Service Warehouser I, Food Service Warehouser II, Food Service Temporary

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Warehouse, Food Service Senior Warehouse, WiFi Bus Drivers, Rural Bus Drivers, Food Delivery Bus Drivers, Fingerprint Technicians, and Attendance Officers,

WHEREAS, all Employees received their regular compensation for the Interim Closed, including Employees performing Public Work, and

WHEREAS, the Parties have met and negotiated regarding certain terms and conditions of employment for Employees Performing Public Work during the Interim Closed Period,

NOW THEREFORE, the Parties agree that Employees performing Public Work during the Interim Closed Period will receive a one-time stipend in the amount of \$750 to be paid after the first full pay period following execution of this Appendix. This payment will not be PERS sensitive.

Education Support Employees Association

Clark County School District

Brian Lee
Executive Director

Linda P. Cavazos
Board of Trustees, President

Date

Date

Jan Giles
President

Evelyn Garcia Morales
Board of Trustees, Clerk

Date

Date

Dr. Jesus F. Jara
Superintendent of Schools

Date