

APPROVAL OF THE NEW MEMORANDUM OF AGREEMENT
REGARDING THE 2019-2021 NEGOTIATED AGREEMENT BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT AND THE CLARK COUNTY EDUCATION 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 Clark County Education Association (CCEA). The Agreement provides in Article 22 for the hours of work for personnel. The Agreement provides in Article 32 for safety. The Agreement in Article 36 provides for disciplinary procedures.

CCEA and CCSD drafted a new Memorandum of Agreement which modifies the previous agreement approved by the Board of Trustees on May 7, 2020. The new agreement addresses the safety and scheduling concerns of the parties regarding COVID-19 and the return to face to face instruction. The term of this agreement will be until June 30, 2021. There are *de minimis* costs to extending 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 Clark County Education Association.

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Memorandum of Agreement

Between

Clark County School District and Clark County Education Association

Regarding the Hybrid Instructional Model for Pre- Kindergarten through Third Grade Students

This Memorandum of Agreement (hereinafter "Agreement") is made between and entered into by the Clark County School District (hereinafter "CCSD") and the Clark County Education Association (hereinafter "CCEA"), collectively referred to as the "Parties."

WHEREAS, CCSD and CCEA are parties to a Negotiated Agreement, effective September 13, 2018 (hereinafter the "Negotiated Agreement");

WHEREAS, on March 12, 2020, the Governor of Nevada declared an emergency to facilitate Nevada's response to the COVID-19 pandemic, and the Governor has issued numerous subsequent emergency directives in response to the COVID-19 pandemic,

WHEREAS, the education and social-emotional wellbeing needs of the students have been significantly impacted by the COVID-19 pandemic;

WHEREAS, it is the intent of the Parties to attempt to eliminate, or at least minimize, the adverse effects of the pandemic on the social-emotional and physical wellbeing of the students; and,

WHEREAS, it is the intent of the Parties to resume face-to-face instruction, while maintaining health and safety guidelines,

THEREFORE, the Parties agree to the following:

Educator Participation

- 1) Licensed teachers performing duties in-person will work with CCSD administration to provide the best instruction possible during a non-traditional instructional model.
- 2) A description of the face-to-face and online instructional components of each CCSD class shall be developed in advance of any return to face-to-face instruction within the hybrid instructional model.
- 3) CCSD agrees to augment the distance education curriculum by acquiring online supplements in order to address workload issues for licensed teachers, as well as effective instructional practices.
- 4) A description of the roles and expectations of other licensed professionals assigned to multiple schools shall be developed in advance of any return to face-to-face instruction within the hybrid instructional model.
- 5) Licensed teachers shall be allowed five (5) work days, without students being physically present, before transitioning to face-to-face instruction with students being physically present within the hybrid instructional model. During these five work days, licensed teachers shall complete their duties within full-time distance education.
- 6) Licensed teachers returning to face-to-face instruction shall be required to participate in the following:

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- 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 Southern Nevada Health District “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 teachers who are quarantined if they are able to continue to perform work remotely if work exists. Teachers 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.
 - f. Any teacher who refuses to test will immediately be removed from the school site and placed on unpaid leave status until returning a negative test.
- 7) The physical return of licensed professionals to school will be mandatory and subject to the following guidelines:
- a. After an initial determination of how many students will return to face-to-face instruction, CCSD will determine the number of licensed professionals needed at each school site. CCEA and CCSD shall cooperate in the process of identifying the licensed professionals who will voluntarily return to the school site. These numbers will be recalculated on an ongoing basis.
 - b. Telecommuting requests will be made to the licensed teacher’s supervisor and subject to the needs of the school site including but not limited to student enrollment, teaching licensure, and meeting the needs of all students.
 - c. CCSD will also prioritize any telecommuting requests for teachers 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.
 - d. Teachers may always utilize the ADA process to seek accommodations but telecommuting is not a guaranteed accommodation.

Safety Protocols

- 1) To maximize safe conditions, the District shall follow the SNHD protocol documents for school reopening and closures.
- 2) Licensed teachers will be provided with required personal protective equipment (“PPE”), including:
 - a. Face Coverings¹
 - b. Face shields, where deemed appropriate by the District as aligned with job descriptions
 - c. Hand sanitizer

¹ Persons unable to wear a face covering due to medical concerns not addressed in the exemption portion of the Nevada Medical Advisory guidance will require documentation from their licensed health care provider.

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- d. Disinfectant and paper towels
- 3) CCSD will develop a vaccination policy that complies with State and Federal law.
 - 4) The District shall arrange classrooms to be in compliance with the SNHD guidelines.
 - 5) The District shall utilize outdoor instruction options when practical and deemed appropriate by the District.
 - 6) The District shall provide written classroom sanitization protocols for licensed teachers prior to beginning face-to-face instruction.
 - 7) The District shall clean licensed teacher work stations in accordance with the SNHD guidelines on a daily basis.
 - 8) The District shall follow the SNHD guidelines for physical distancing guidelines, and in conformity with Nevada Department of Education waivers.
 - 9) The District shall ensure every school has designated and separate bathrooms for licensed teachers and students.

Enrollment and “All Distance Education Day” Schedule

- 1) The District will maintain a maximum licensed teacher-to-student ratio for face-to-face instruction, consistent with the SNHD guidelines, and will inform the licensed teacher of the ratio before commencing the face-to-face instruction with students.
- 2) Any change to the maximum licensed teacher-to-student ratio for face-to-face instruction will be determined by the SNHD guidelines.
- 3) Cohort C licensed teachers will not be assigned to Cohort A and Cohort B students and vice versa, subject to the needs of the school site including but not limited to student enrollment, teaching licensure, and meeting the needs of all students.
- 4) The “All Distance Education Day” under the hybrid instructional model, is defined as a contractual workday when all students are designated to be engaged in distance education. The “All Distance Education Day” shall consist of five components:
 - a. Professional learning communities, including data analysis and lesson plan development.
 - b. Professional learning and/or school-based meetings based on the needs of the school or teacher.
 - c. Preparation period in alignment with Article 31 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association with the understanding that a preparation period on “All Distance Education Day” cannot be used by an administrator.
 - d. Travel to and from a testing center for COVID-19 testing, if randomly selected. Travel and testing time shall not interfere with instructional time for students.
 - e. Nothing within this provision shall be construed to relieve licensed professionals of other duties required to be performed on an instructional day, i.e. providing asynchronous and synchronous sessions, taking attendance, conducting wellness checks, and facilitating virtual office hours as long as those duties do not conflict with those outlined in (a) through (d) above.

The parties recognize that there may be a need to modify this agreement to address emergent issues or concerns that the parties did not anticipate. The parties agree to work collaboratively to secure resolution of any mutually agreed upon emergent issue or concern.

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The provisions of this Memorandum of Agreement shall remain in effect until the District resumes full time face-to-face instruction.

Clark County Education Association

Clark County School District

John Vellardita
Executive Director

Linda P. Cavazos
Board of Trustees, President

Date

Date

Marie Neisess
President of CCEA

Evelyn Garcia Morales
Board of Trustees, Clerk

Date

Date

Dr. Jesus F. Jara
Superintendent of Schools

Date