

**Memorandum of Agreement
Between Clark County School District and Clark County Education Association Regarding
Reopening Grades Four through Twelve**

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, CCEA is the recognized, exclusive bargaining agent for all licensed personnel employed by CCSD;

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 with regard to grades four through twelve:

Educator Participation

- 1) Licensed personnel 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 licensed personnel 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) CCSD will provide additional compensation to licensed professionals for the completion of IEPs during non-contractual work time in the amount of \$30 per IEP for the remainder of 2020-2021 school year.
- 7) Licensed personnel returning to face-to-face instruction 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 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. If a licensed personnel is fully vaccinated (i.e. all required shots and waiting period completed), then they will not have to quarantine after COVID-19 exposure unless they show symptoms of COVID-19.
 - f. CCSD shall continue to pay teachers who are quarantined if they are able to continue to perform work remotely if work exists. Licensed personnel 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.
 - g. Any licensed personnel who refuses to test will immediately be removed from the school site and placed on unpaid leave status until returning a negative test.
- 8) The physical return of licensed personnel 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. The parties agree that flexibility at the school site may at times be needed to satisfy this provision as long as there is agreement between the principal and licensed personnel.
 - b. Remote work requests will be made to the licensed personnel’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. Due to licensure requirements, remote work will be available on a limited basis.
 - c. CCSD will also prioritize any remote work requests for licensed personnel 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 CCSD shall follow the SNHD protocol documents for school reopening and closures.
- 2) Licensed personnel 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
 - d. Disinfectant and paper towels
- 3) CCSD will develop a vaccination policy that complies with State and Federal law and will facilitate fast-tracked vaccinations for all licensed personnel who wish to be vaccinated.
- 4) CCSD shall arrange classrooms to be in compliance with the SNHD guidelines.
- 5) CCSD shall utilize outdoor instruction options when practical and deemed appropriate by the CCSD.
- 6) The CCSD shall provide written classroom sanitization protocols for licensed teachers prior to beginning face-to-face instruction.
- 7) The CCSD shall clean licensed teacher work stations in accordance with the SNHD guidelines on a daily basis.
- 8) The CCSD shall follow the SNHD guidelines for physical distancing guidelines, and in conformity with Nevada Department of Education waivers.
- 9) The CCSD shall ensure every school has designated and separate bathrooms for licensed teachers and students.
- 10) The CCSD will maintain a maximum licensed teacher-to-student ratio for face-to-face instruction, consistent with the Nevada Department of Education and/or SNHD guidelines, and will inform the licensed teacher of the ratio before commencing the face-to-face instruction with students.
- 11) Any change to the maximum licensed teacher-to-student ratio for face-to-face instruction will be determined by the Nevada Department of Education and/or SNHD guidelines.

Scheduling

- 1) The licensed professionals’ workday is 7 hours and 11 minutes with the exception of any licensed personnel on an extended contract.
- 2) At the elementary school level, the preparation period may be permitted outside of the student instructional day on the school campus, including before or after the student instructional day with written agreement between the licensed personnel and the administrator. Preparation periods must be within the licensed personnel’s contractual workday.

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.

- 3) At the junior high school and high school level, preparation periods may be scheduled outside of the student day to aid with social distancing. Preparation periods must be within the licensed personnel's contractual work day.
- 4) All other provisions of Article 31 of the Negotiated Agreement, including those pertaining to block scheduling and direction of preparation periods will be applicable.
- 5) Special consideration must be applied to licensed professionals in elementary schools, including specialists, who may be providing instruction, services, and support in multiple classrooms. Any staffing plan requiring a licensed professional to conduct or supervise lessons in person to more than four different classes has to be approved by the region superintendent with notice given to CCEA by email at reopening@ccea-nv.org prior to submission of the staffing plan.
- 6) At secondary schools, licensed professionals shall not be required to relieve more than three separate face-to-face classes as a substitute in a week. The terms of the Negotiated Agreement regarding the direction of preparation periods and compensation for the direction of preparation periods is still applicable.
- 7) Should the licensed professional feel that there is an actual or potential danger or an emergency situation, then the licensed professional may report the issue to their supervisor for immediate investigation and immediate action by utilizing Article 12-2 of the Negotiated Agreement.
- 8) At the elementary school level, administration in collaboration with the licensed personnel may modify preparation periods to adjust to the needs of the individual school beyond the parameters above based on site needs.
 - a. Any affected licensed personnel must agree in writing with the modification.
 - b. Administrators are not to pressure licensed personnel into any modification. Allegations of pressuring licensed personnel by administrators will be addressed by the region superintendent.
 - c. The total preparation period time for licensed personnel must equal 250 minutes per week.
 - d. The preparation period modifications must not affect the approved bell schedule.
 - e. If a school experiences extenuating circumstances to provide the required 250 minutes per week of preparation period time for licensed personnel, additional solutions may be provided with the region superintendent and the Clark County Education Association (CCEA) approval.

Enrollment

- 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 SNHD guidelines.
- 3) In elementary schools 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 students.
- 4) In schools which have an "All Distance Education Day" under the hybrid instruction model, the "All Distance Education Day" 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 the scheduling section of this Agreement.
- d. If COVID-19 testing is not done at the school site, then 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 professional 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.

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