

Negotiated Agreement
between the
Clark County School District
and the

**Police Administrators Association
of the Clark County School District
Police Department**

2023 - 2025

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**ARTICLE 1
DEFINITIONS**

1-1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act. The term "NRS 289," as used in this Agreement, refers to Chapter 289 of the Nevada Revised Statutes enacted by the 1983 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Rights of Peace Officers.

1-2 The term "Administrators," as used in this Agreement, shall refer to all lieutenants and captains who are eligible for membership in the Police Administrators Association of the Clark County School District Police Department (hereinafter referred to as the PAA) with the exception of such administrators who are excluded by NRS 288.

The term "Police Administrator," as used in this Agreement, shall refer to all lieutenants and captains who are eligible for membership in the Police Administrators Association of the Clark County School District Police Department (hereinafter referred to as the PAA) with the exception of such administrators who are excluded by NRS 288.

For the purpose of this contract, the term "Administrators" shall mean police administrators. The term administrative shall refer to police administrators as appropriate.

The term "Covered Employees" as used in this Agreement shall refer to all lieutenant and captains who are eligible for membership in the Police Administrators Association of the Clark County School District Police Department.

1-3 The term "Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District and is the entity known as the Local Government Employer in NRS 288.060.

1-4 The term "Association," as used in this Agreement, shall mean the PAA, and is the entity known as the Employee Organization in NRS 288.040.

1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.

1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or the designated representative.

1-7 The term "Personnel Officer," as used in this Agreement, shall mean the Superintendent's designee.

1-8 The term "Association" shall include authorized officers and representatives. Despite references herein to "Association" as such, each reserves the right to act hereunder by committee or designated representative.

1-9 The term "School Year" as defined in NRS 388.080 states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day until the end of the contracted year.

1-10 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.030.

- 1-11 The term "Agreement" refers to the name of this document, being the Negotiated Agreement between the Clark County School District and PAA.
- 1-12 The term "Immediate Family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the administrator.
- The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above and also grandmother; grandfather; grandchild; aunt; uncle; brother-, sister-, daughter- or son-in-law; and foster parent.
- 1-13 The term "School Day" as used in this Agreement shall be defined as any day on which the District administrative offices are open for business.
- 1-14 The term "Work Day" as used in this Agreement shall be defined as a day in which a police administrator is required to be and is present on the job.
- 1-15 The term "Physical Examination as used in this Agreement is defined as a health check-up to determine a Police Administrator's ability to perform the essential functions of the job. The physical examination is not a physical test of agility or strength.

ARTICLE 2 RECOGNITION

- 2-1 The Trustees recognize the Police Administrators Association of the Clark County School District Police Department/Communications Workers of America, Nevada Association of Public Safety Officers, Local 9110, AFL-CIO, hereafter referenced as PAA, as the exclusive representative of all police administrators employed by the Trustees with the exception of such employees as are excluded by NRS 288.
- 2-2 Any references to individual police administrators in this Agreement in masculine terms such as "he," "his," or "him" shall in every case be applicable to female employees as if they were written as "she" or "hers" or "her."
- 2-3 All rights and privileges expressly granted under NRS 289 and NRS 391.281 shall apply to all police administrators of the Clark County School District.

ARTICLE 3 FAIR PRACTICES

- 3-1 The Association must represent equally all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization. The Association will continue to admit administrative persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, sex, age, or handicap.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

- 4-1 A grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of:

(a) Any of the provisions of this Agreement;

A grievance may be filed by a lieutenant or captain of the School District covered by this Agreement, or by the Association. A grievance shall not include any matter or action taken for which relief is granted by the Statutes of Nevada.

- 4-2 Grievances will be brought by individuals or groups of individuals who are directly affected by the nature of this dispute. Grievances may be initiated or pursued at any step and to any higher step by PAA. A grievance filed by the Association involving more than one (1) Police Administrator in more than one (1) location may be commenced at Step Two of the Grievance and Arbitration Procedure by filing a written grievance.
- 4-3 A grievance as defined above must be filed in writing alleging which terms or provisions under which the dispute arises, and must be filed not later than twenty (20) work days after the affected Police Administrator or Association first knew of the act or condition upon which the grievance is based. A work day shall be defined as a day in which a covered Police Administrator is required to be present and is present on the job.
- 4-4 During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance. All proceedings in any grievance shall be conducted in private and full confidentiality shall be maintained.
- 4-5 In the event the grievance is between two (2) members of PAA, the grievant will be represented by PAA during the entire Grievance and Arbitration Procedure.
- 4-6 All grievances shall be handled in the following manner:

Step One - Informal

- 4-6-1 A grievant may first attempt to resolve it informally by meeting with his immediate supervisor within five (5) school days. At this step there is no reason to put the grievance in writing, no written report shall be made by the supervisor. The supervisor shall render a decision no later than five (5) work days from the date of the meeting.

A decision reached between the grievant and the supervisor does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

If the grievant is not satisfied with the response from the immediate supervisor, the grievant may proceed to Step Two.

Step Two

- 4-6-2 If the grievance is not resolved at Step One, the grievant or the Association may submit the unresolved grievance to the Superintendent or designee in signed written form within the twenty (20) work day period specified in 4-3.
- 4-6-3 In the event a grievance is submitted to Step Two in a timely manner, the Superintendent or designee and the grievant's supervisor shall meet with the grievant and/or the designated association representative within seven (7) work days after receiving the grievance.

4-6-4 Within ten (10) work days after the meeting, the Superintendent or designee shall submit a written response to the grievance to the grievant and the Association. Any resolution of the grievance in favor of the grievant shall be reduced to writing. If the Superintendent or designee fail to respond within ten (10) work days, or if a time extension is not agreed upon, the grievance shall be deemed to be settled in favor of the grievant.

A decision reached between the grievant and the Superintendent or designee does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.

4-6-5 If the grievance is either denied or not settled at Step Two of the grievance procedure, the grievance shall be deemed withdrawn unless timely submitted to Step Three, Arbitration, in accordance with the provisions set forth below.

Step Three - Arbitration

4-6-6 In the event a grievance is not resolved at Step Two of the Grievance Procedure, the Association, not later than twenty (20) work days after the receipt of the response from the Superintendent or designee as set forth in Subparagraph 4-6-4, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Superintendent or designee written notice of the intent to arbitrate.

4-6-7 In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall, within ten (10) work days, jointly request the Federal Mediation Conciliation Service (FMCS) to furnish a list of eleven (11) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District each striking one (1) name from the list in turn until one (1) name remains. The Association shall strike first. The final selection of the arbitrator shall be made within ten (10) work days following receipt of the list of arbitrators.

The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection, but no later than thirty (30) calendar days unless otherwise mutually agreed upon.

For each arbitration thereafter during that school year, the selection shall be accomplished by the Association and the School District each striking one (1) name from the original list of eleven (11) in turn until one (1) name remains. The Association shall strike first. The final selection of the arbitrator shall be made within ten (10) work days.

The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection, but no later than thirty (30) calendar days.

4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written agreement of the parties shall have no authority to rule on any dispute between the parties other than the one, which qualifies as a grievance as defined in 4-1.

4-8 The arbitrator's decision shall be submitted in writing to all parties and shall be final and binding, including payment of damages, on all parties to this Agreement unless

the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.

4-9 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.

4-10 This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.

4-11 All costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.

4-12 The time for a grievance meeting/arbitration must be approved by the Superintendent's designee and by the Association and/or the grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, Police Administrators covered by this Agreement who participate in such a meeting as the grievant or as a witness shall do so without loss of pay.

The number of witnesses utilized by the Association will be reasonable as determined by the arbitrator. If it is determined that the number of witnesses utilized is not reasonable, the days will be subtracted from the available association leave days identified in Article 11 of this Agreement.

4-13 A grievance shall be considered null and void if not filed and processed by the aggrieved Police Administrator or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.

4-14 A grievance shall be decided in favor of the aggrieved Police Administrator if the time limitations are not observed by the School District.

4-15 Time limitations may be extended by mutual agreement of both parties. Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing by the party making the request within five (5) work days.

4-16 At the option of the Association, a grievance concerning an alleged violation of Article 26, Reduction in Force, or an action of the District subject to the provisions of Article 27, Progressive Discipline, may be filed immediately at Step Two of the Grievance and Arbitration Procedure.

4-17 It is recognized that disputes among Police Administrators are inevitable. Ongoing disputes that are not addressed will negatively impact working conditions and will ultimately lead to decreased productivity. An accepted alternative dispute resolution process is mediation. Mediation may be used when both parties to a dispute voluntarily agree to participate to resolve interpersonal disputes and non-contractual issues.

Requests for mediation shall be made through the Association to the FMCS.

4-18 In the event an Employee(s) exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:

- (a) A written copy of the grievance, the name of the grievant to include job title, work site, and the name of the grievant's Appropriate Administrator.
- (b) An opportunity to be present at any meetings with the grievant(s).
- (c) Reasonable times to assert the Association's position in regard to the matter.
- (d) A written copy of the resolution of the grievance.

**ARTICLE 5
MILEAGE**

- 5-1 Payment for use of personal vehicles used for School District business shall be made to administrators covered by this Agreement in accordance with the School District regulation and state law.

**ARTICLE 6
IMPASSE PROCEEDINGS**

- 6-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.215.

**ARTICLE 7
USE OF FACILITIES**

- 7-1 The Association shall have the right to use school mailboxes and the interschool mail service for the distribution of responsible material initiated by the Association. Copies of all materials shall be given to the superintendent's designee. The material will be clearly identified, and the Association accepts the responsibility for such material. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school mail service. District administrators shall be permitted use of School District mail services for district-related business.
- 7-2 From the effective date of this Agreement to its termination, the Association shall be allowed the use of school buildings and premises for association meetings and activities on regular school days as long as arrangements have been made with the principal of the building and as long as the use does not conflict with use by other employee organizations previously authorized as provided by District regulations. Further, such activities shall not conflict with any regular or special educational activities and may not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than school days requires approval by the superintendent's designee. Any added expense resulting from Association use shall be paid for by the Association. If the privilege extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the superintendent. Individual administrators will not be prohibited from the responsible use of the school facilities.
- 7-3 The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, against School District representatives or the Board of Trustees, or any of its representatives relating to the collective bargaining process except for the ratification of this Agreement.

- 7-4 The use of District approved electronic communication methods for the posting or the sending of notices concerning Association business may be approved by the Superintendent, Chief of Police, or designee.

ARTICLE 8 DUES DEDUCTION

- 8-1 The School District agrees to deduct dues from the salaries of administrators covered by this Agreement exclusively for the Association. These monies shall be transmitted promptly to the appropriate organization. All requests for such deductions must be in accordance with the laws of Nevada (NRS 608.110).
- 8-2 The Association will certify to the School District in writing the current rate of membership dues. The School District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 8-3 Deductions referred to in Section 8-1 above will be made in equal installments twice each month during the year. The School District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the first of the month prior to the distribution of the payroll from which the deductions are to be made.
- 8-4 The Association will notify the School District monthly of any changes in membership. Any administrator desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 15 of each year for that school year's dues and the Association must notify the School District in writing to discontinue the administrator's deduction.
- 8-5 It is recognized that the School District in agreeing to deduct dues is performing solely an administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees it may incur, in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual administrator. Further, in the event the School District fails to collect dues under this Article because of a lack of available funds due to the administrator, the Association will be responsible for collection of the sum from the administrator.

ARTICLE 9 PERSONNEL FILES

- 9-1 It is recognized that the School District will maintain two personnel files for each administrator, one at the work location and one at the central office. The administrator's work location personnel file shall be located in the office of the Chief of Police. Upon request, every employee shall be allowed to review the personnel files within a reasonable period of time.

The School District's central office personnel file may be maintained as an electronic file on each administrator; and this file shall only include evaluations, and documents identified as disciplinary in Article 27, as well as, responses to evaluations and documents identified as disciplinary in Article 27, pre-employment information, individual contracts, communication from the personnel office related to placement, and information related to the administrative selection process.

A copy of each written document concerning an administrator which the School District places in the administrator's work location and/or central office personnel files shall be provided that administrator. The administrator must sign the personnel file copy of the document as acknowledgment of receipt of a copy of the document. Such signature is not to be construed as agreement to the contents of the document. Normal working memorandum that for some reason generates a response from an administrator does not meet the criteria for placement of the memorandum in the personnel file of an individual.

Upon the request of the administrator and the approval of the School District, documents of commendation may also be included in the administrator's work location and/or central office personnel files.

A personnel notification as described in Article 27-8 may be temporarily placed in the administrator's work location and/or central office personnel file until the investigation is completed. Once the investigation is completed, the writing shall be removed and, if appropriate, it may be replaced with a disciplinary document as described in Article 27-8. Investigations must be completed in a reasonable time, which will not exceed six (6) months unless extraordinary circumstances exist in which the School District has no control over meeting this timeline.

Medical records, settlement agreements, grievances/grievance decisions, and arbitration decisions shall not be placed in the administrator's work location or central office personnel files.

9-2 An administrator may prepare a written response, which will become a part of the administrator's personnel files and will remain a part of said files as long as the document responded to remains a part of the files. In order to ensure that the response is not inadvertently overlooked, the document will be countersigned by the receiving supervising administrator and shall be attached to the supervisor's document. If an administrator desires to make a written response to any document by the supervisor, the administrator's response must be made within thirty (30) school days. Upon written request of the administrator a waiver of the time limits by the supervisor, not to exceed ten (10) school days may be granted, which will not be unreasonably withheld. When a copy of the supervisor's written document is forwarded to any other location, a copy of the administrator's written response must be attached.

9-3 Access to personnel files of an administrator shall be on a need to know basis only. The work location file shall be maintained in the supervisor's office, and the central office personnel file of an administrator shall be maintained in the Human Resources Unit. Review of such files shall be noted by the date and signature of the reviewer using a process mutually agreed upon by the School District and the Association. The Superintendent of Schools, the Deputy Superintendents, the Chief Human Resources Officer and designees, the Associate Superintendent of Employee-Management Relations, Office of the General Counsel, or as otherwise authorized by law shall be exempt from this requirement.

9-4 Document Removal

9-4-1 An Employee who receives a written warning but was neither disciplined within the previous two (2) years nor subsequent thereto, will, after having submitted a proper request, have the document memorializing the oral warning removed after eighteen (18) months and one (1) day after its issuance.

9-4-2 An Employee who receives a disciplinary suspension, but was neither disciplined within the previous three (3) years nor subsequent thereto, will, after having submitted a proper request, have the document memorializing the written warning removed after two (2) years and one (1) day after its issuance.

9-4-3 Any time after a period of three (3) years and one (1) day from issuance, a suspension, or other such documents except evaluations placed in an administrator's personnel files shall be removed upon written request of that administrator. When the written request is received by the School District, the document and any written response from the work location file must be returned to the administrator within twenty (20) school days. Documents that are removed from the work location file will be permanently deleted from the central office file, and a letter will be provided to the administrator and to the Association by the Chief Human Resources Officer or designee verifying the deletion. It is agreed that such documents shall not be used for purposes of progressive discipline against the administrator.

9-5 Disciplinary documents issued to an administrator, who within the time granted for improvement has, as solely determined by his supervisor, met the standards set for him/her by the administrator who issued the disciplinary document, will be removed from the records of the administrator together with all notations and indications of its having been issued upon written request of that administrator. When the written request is received by the School District, the disciplinary document and any written response from the work location file must be returned to the administrator within twenty (20) school days. Disciplinary documents and any written responses that are removed from the work location file will be permanently deleted from the central office file, and a letter will be provided to the administrator and to the Association by the Chief Human Resources Officer or designee verifying the deletion.

Upon written request, a disciplinary document must be removed from the records of the administrator not later than three (3) years and one (1) day after it is issued.

9-6 Copies of documents that are removed or deleted from the administrator's file may be maintained in a legal file in the Office of the General Counsel and are accessible only in the defense of litigation or in the defense of employment related actions.

With the exception of the personnel electronic file and the legal file maintained in the Superintendent's office under this section, the only administrator's personnel file maintained by the School District is the administrator's work location file.

ARTICLE 10 MEDICAL SERVICES

10-1 The School District shall pay for the cost of periodic x-rays or other medically accepted TB tests required of members of the bargaining unit for School District employment when administered by a health care provider selected by the School District.

10-2 The School District shall provide free of charge by a health care provider selected by the District routine immunizations and booster vaccinations for smallpox, influenza, and diphtheria to members of the bargaining unit. Each school year, the School District shall notify police administrators of the time and place to obtain these immunizations.

**ARTICLE 11
ASSOCIATION LEAVE**

11-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of fifty (50) days leave without loss of pay for association members to conduct association business, including day-to-day operations, to attend association meetings, conferences, legislative sessions, and conventions. No individual shall be granted approval for more than ten (10) days of the fifty (50) days allocated to association members. Exceptions to the ten-day rule may be made with the approval of the Associate Superintendent, Employee-Management Relations. Per diem and/or travel shall not be provided by the School District.

The total funds allocated as an increase to the salary schedule in Article 20 are reduced by \$20,000 as a financial concession by the Association for fifty (50) association leave days.

11-2 The association president shall have twenty (20) additional days to address association business without loss of pay.

11-3 The authorized release of administrators by the Superintendent or Chief of Police, or other authorized administrative supervisor to attend meaningful educational gatherings is recognized as having a positive value to the School District. The Chief of Police may grant administrators release time, without loss of pay, to attend conventions, workshops, conferences, and other worthwhile educational meetings.

**ARTICLE 12
EXTENDED LEAVES OF ABSENCE**

12-1 An administrator may be granted a leave of absence without pay for a period not to exceed one (1) year to pursue employment or other activities that are directly related to the police administrator's work assignment. The leave granted under this Article shall be to allow the administrator to improve practical skills and knowledge regarding current work procedures, technology, and innovations in the area of assignment. To be eligible for the "work" leave, the administrator must have completed seven (7) full years of continuous administrative service with the School District. A twelve- (12) month extension of this leave may be granted by the Chief Human Resources Officer, Human Resources Unit. This leave may be granted only once every seven (7) years. The Chief Human Resources Officer may limit the types and number of leaves granted annually and may deny any such leaves when determined to be detrimental to the instructional program of the School District.

12-2 An administrator adopting a minor child shall be granted a leave of absence not to exceed six (6) calendar weeks immediately surrounding the birth or placement of the child. The administrator may utilize sick leave with pay, personal leave with pay, vacation with pay, or an employee necessity leave without pay if no leave is available.

12-3 An administrator shall be eligible to participate in any and all leaves of absence provided for in the administrative regulations of the School District at the time that the request is made.

12-4 An administrator, upon return from Military Leave, shall be considered as if the administrator was actively employed by the School District during the leave and shall be placed on the salary schedule at the level the administrator would have achieved if the administrator had not been absent. An administrator may continue to participate in the group health insurance plan at the administrator's expense. An administrator is

not eligible to receive sick leave or retirement credit. An administrator shall not receive increment credit for time spent in a leave with the exceptions provided for in this Article.

12-5 For Police Captains

An administrator returning from a leave of absence shall notify the School District, in accordance with the appropriate leave of absence, three (3) months prior to returning to work at the end of the leave. Benefits to which administrators were entitled at the time their leave of absence commenced, including unused accumulated sick leave and compensatory time, shall be restored to those administrators granted leave pursuant to this Article upon their return. An administrator shall be assigned to the administrator's former position, at the same salary range, step, and length of contract held at the time said leave commenced and to the same position, if the position is available through vacancy. For police captains only, if no such position is available, the captain becomes eligible for an available administrative position at the police lieutenant's range at an equivalent or shorter individual contract that is available at the time of return. If no vacant position that the administrator previously held is available at the time of return, the School District shall offer the captain the first vacant police lieutenant's position that the administrator formerly held that becomes available through vacancy within the next two (2) years from the date of intended return or until the two- (2) year period has elapsed. If the police captain is assigned to a lower lieutenant's position than was held at the time the leave of absence was granted, the administrator shall be eligible for two (2) years from the date of intended return to be assigned to an available position at the level previously held prior to the leave of absence. It is intended that an administrator returning from a leave of absence will only be eligible for available vacant positions and is not eligible for a position being filled by another administrator.

12-6 For Police Lieutenants

An administrator returning from a leave of absence shall notify the School District, in accordance with the appropriate leave of absence, three (3) months prior to returning to work at the end of the leave. Benefits to which administrators were entitled at the time their leave of absence commenced, including unused accumulated sick leave and compensatory time, shall be restored to those administrators granted leave pursuant to this Article upon their return. An administrator shall be assigned to the administrator's former position, at the same salary range, step, and length of contract held at the time said leave commenced and to the same position, if the position is available through vacancy. For police lieutenants only, if no such position is available, the lieutenant becomes eligible for an available vacant sergeant's or police officer's position at that range at an equivalent or shorter individual contract that is available at the time of return. If no vacant position that the administrator previously held is available at the time of return, the School District shall offer the lieutenant the first vacant police position that the administrator formerly held that becomes available through vacancy within the next two (2) years from the date of intended return or until the two- (2) year period has elapsed. If the lieutenant is assigned to a lower position than was held at the time the leave of absence was granted, the administrator shall be eligible for two (2) years from the date of intended return to be assigned to an available position at the level previously held prior to the leave of absence. It is intended that an administrator returning from a leave of absence will only be eligible for available vacant positions and is not eligible for a position being filled by another sergeant or police officer.

12-7 A written recall notice shall be sent by certified mail, return receipt requested, offering the administrator the available position. The notice shall be sent to the administrator's last known address on file with the School District's Human Resources Division. The

administrator must, in writing, within ten (10) school days of receipt, accept or reject the offer to return to work. The administrator will have twenty (20) school days from the date of acceptance to return to duty. The recall right for the administrator shall continue for two (2) years from the date of intended return, subject to the notification requirements. However, if before the end of the two- (2) year period an administrator refuses an available School District position, the administrator's return rights are terminated. Further, the School District is not obligated to recall an administrator in the event that the administrator fails to comply with any provision of this Article.

A position is "available" under this Article only if the returning administrator previously held the position and the position is vacant.

- 12-8 In the event a reduction in force occurs which results in the layoff or reassignment of administrators, administrators on leave of absence will be assigned by the District to vacant administrative positions which the administrator previously held only after administrators who have been subject to layoff or reassignment as a result of a reduction in force have been reassigned to a position. Employees on Military Leave are exempt from this provision.
- 12-9 An administrator granted adoption leave or leave to care for a sick member of the administrator's immediate family may request at any time reassignment to active status in writing to the Human Resources Division. The Human Resources Division will return the administrator to active status when a vacancy occurs for which the administrator previously held in accordance with the provisions of Article 12-5.
- 12-10 All leaves and extensions or renewals of leaves are at the discretion of the District and shall be applied for and granted or denied in writing.
- 12-11 All of the above leaves of absence are subject to the administrative requirements regarding requests for and/or approval of such leaves which are set forth in the administrative regulations of the School District.
- 12-12 An administrator will be provided time off without loss of pay when appearing in a court proceeding which requires the administrator to testify regarding a matter related to the administrator's duties. Procedures set forth in administrative regulations of the School District regarding subpoena must be followed in order to receive time off without loss of pay.

ARTICLE 13 SICK LEAVE

- 13-1 Sick leave is leave that is granted an administrator under the terms of this Agreement who is unavoidably absent because of personal illness, accident, or injury, or because of serious illness, accident, or injury in his immediate family. The determination of whether sick leave is to be compensated or not shall be made on the basis of the provisions set forth below.
- 13-2 Administrators covered by this Agreement shall be credited with fifteen (15) days of sick leave at the beginning of the contract year. In the event an administrator does not complete the number of days required by the contract, the number of sick leave days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating administrator is computed. Administrators who begin service later in the contract year shall be credited with the number of days of sick leave that may be prorated for each month of service that may be completed by the end of the contract year.

- 13-3 Administrators shall be granted one (1) universal personal leave day to be deducted from sick leave.
- 13-4 Administrators have unlimited accumulation of sick leave.
- 13-5 Absence due to sick leave will be compensated leave to the extent the administrator has earned or accrued sick leave in accordance with the above provisions.
- 13-6 The immediate administrative supervisor shall periodically review the sick leave usage of all administrators working under the supervisor's supervision. If the review indicates that an administrator's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the supervisor shall submit to the Associate Superintendent, Employee-Management Relations, a report of the review and shall furnish a copy to the administrator. The Associate Superintendent, Employee-Management Relations, may require an administrator to undergo a physical examination or to submit a written certificate from a physician of the employer's choice, confirming the necessity of an absence due to illness.

Cost of the physical examination or the report from the physician is to be paid for by the School District.

- 13-7 Any administrator who misuses sick leave shall be subject to disciplinary action in accordance with NRS 289 and this Agreement.
- 13-8 The Association shall establish a pool of days available to administrators who have no other available leave days. Days may be contributed to the pool by administrators who voluntarily designate a half day or a full day of vacation for which they would otherwise be compensated under Article 18-4. Administrators desiring to designate a half day or a full day of vacation shall do so by notifying the Employee-Management Relations Office, in writing, on or before July 1.

In addition, this pool of days shall also be contributed to by adding one day of vacation for each administrator who has vacation deducted in accordance with Article 18-5. Days contributed to the pool as a result of the deducted vacation days shall not exceed 50 days in any school year.

This pool of days may also be contributed to by administrators who voluntarily donate a day of sick leave. Administrators will be eligible to donate a day of sick leave when they have accumulated sixty (60) or more days and have utilized three (3) or fewer days during the current contract year. Administrators desiring to designate a full day of sick leave shall do so by notifying the Employee-Management Relations Office, in writing, on or before July 1.

The number of days in the pool shall be reported to the Association each July by the Employee-Management Relations Office.

Administrators may request days from the pool when they have no other available leave days. Requests shall be made to a joint committee of three (3) District representatives and three (3) Association representatives. The maximum number of sick leave pool days available to an administrator shall be sixty (60) days with a substitute or one hundred twenty (120) days without a substitute. No administrator may receive more than one hundred twenty (120) sick leave pool days.

Administrators who qualify for days from the sick leave pool shall continue to receive full pay and benefits. The sick leave pool days shall be utilized to cover the required

substitute. Each sick leave pool day shall equal two substitute days. Positions that do not receive a substitute shall require one sick leave pool day for each day of absence.

13-9 After five (5) years of employment, in the event of an Employee's death, all unused sick leave shall be paid to the Employee's surviving spouse or beneficiary.

13-10 In the event of an in-line-of-duty death, the administrator's beneficiary will receive one hundred percent (100%) payment for sick leave accrued at time of death.

ARTICLE 14 BEREAVEMENT LEAVE

14-1 Leave with full pay shall be allowed for three (3) days for each period of bereavement or absence due to death in the immediate family of the administrator. Two (2) additional days with full pay may be approved by the administrator's supervisor. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) days. Bereavement leave shall be deducted from sick leave.

ARTICLE 15 WORK DAY

15-1 All administrators covered by this Agreement shall be required to work a minimum work day of eight (8) hours. Administrators covered by this Agreement will be permitted to eat their lunches during the workday of 8 hours for a duration of time up to thirty (30) minutes subject to calls for service and as work load permits. In other words, the Association and all administrators covered by this Agreement acknowledge that they are permitted a meal period of at least one-half hour pursuant to NRS 608.019. Any time spent eating lunch shall not result in any additional compensation for the administrator and shall not be deemed a bona fide meal period for purposes of 29 CFR 785.19(a), as the parties agree that the administrator is not completely relieved from duty for purposes of eating a meal. The daily starting and departing time shall be determined by the Chief of Police or designee.

The School District and the Association may modify the eight- (8) hour work day upon mutual agreement. Such agreement must be reached prior to implementation.

15-2 It is further recognized by the parties that all administrators covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the administrators covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation.

15-3 Travel time of an administrator required to travel during the normal school day shall be considered as a part of such administrator's work day.

15-4 It is understood that administrators covered by this Agreement may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. The time away from the work duties is accounted for by the additional time required to fulfill the scope of the administrator's professional responsibility or by adjusting the administrator's hours of work. When an administrator is required to leave the work duties during the work day, the administrator's supervisor must be notified in advance and approval must be secured.

15-5 Administrative compensatory time may be approved by the supervisor for an administrator who performs work outside and beyond the regular workday, as well as, when the administrator is not otherwise under contract. Compensatory time may not be granted for work completed prior to the request from the supervising administrator unless an emergency or unforeseen event occurs. Except as provided in 15-5-1 through 15-5-3, there is no requirement on the part of the supervisor to approve compensatory time, except as provided for in this Article. The approval of compensatory time will, however, not be unreasonably withheld and will be consistently administered for all police administrators.

Supervisors shall offer administrative compensatory time for the following:

15-5-1 Work that exceeds the normal workday and, it is a direct result of an emergency or unforeseen event or other situation as determined by the Chief of Police.

15-5-2 Activities for the School District, which require travel or performance of work activities on the weekend and/or holiday.

15-5-3 Professional conferences when administrators are required by their supervisors to attend on a weekend and/or holiday.

15-6 Administrative compensatory time will not be earned for less than two (2) hours, nor for more than eight (8) hours in one day.

15-7 Administrative compensatory time may be earned to a maximum of one hundred sixty (160) hours. No payment shall be made for administrative compensatory time not utilized.

15-8 Supervisors shall not require administrators to accept compensatory time, unless the time is a direct result of an emergency or unforeseen event or other situation as determined by the Chief of Police.

15-9 Administrative compensatory time may only be utilized during times the administrator is assigned to work. This specifically excludes payment for administrative compensatory time during times the administrator is not under contract.

15-10 Administrative compensatory time shall be granted under the same terms and conditions as vacation time except as may otherwise be provided for in this Article.

15-11 The advance approval of the supervisor must be obtained before administrative compensatory time may be taken.

15-12 Police Administrators may teach or work with other law enforcement/grant assignments outside of the normal workday and on weekends **as assigned by the District or Chief of Police**. Police Administrators who teach or work with these other law enforcement/grant assignments outside of the normal workday and on weekends, will be compensated at their hourly rate of pay. Any teaching or work done pursuant to a grant is not subject to PERS.

ARTICLE 16 WORK YEAR

16-1 Administrators covered by this Agreement will be on an annual contract year. The normal work year shall be twelve (12) months.

16-2 Contracts for twelve- (12) month administrators shall begin July 1 and end on June 30.

16-3 Salaries for administrators employed for the full contract year shall be paid over twelve (12) months, in not less than twenty-four (24) equal payments. It is agreed that the contract year, as stipulated in this section, shall include earned vacation as defined in Article 18 of this Agreement. Administrators working less than a full contract year because of the effective date of the appointment and who are new to the School District shall be paid in equal payments over the remaining paydays for the contract year. Payment shall begin on the next licensed payday following the effective date of the appointment if time for processing permits. If the processing time does not permit the payment, the payment will begin on the payday following the next regular payday.

An administrator's daily rate of pay shall be calculated by multiplying the monthly salary as provided for in the PAA Salary Schedule by the number of months an administrator is contracted to work, adding any eligible stipends for which PERS contributions are made, and dividing the sum by the number of work days established for the contract year.

An administrator who does not complete his/her 12-month contract will be compensated at his/her daily rate of pay for the number of days that the administrator is entitled to be compensated.

An administrator who terminates his/her employment with the School District and is on paid status for every work day of the final month of employment will be compensated for the days worked at the daily rate of pay. In no event, however, will the administrator receive less for the final month than the assigned monthly salary amount from the PAA Salary Schedule.

An administrator beginning a new contract prior to receiving the earned compensation from any previous contract shall receive a one-time payment for the remaining earned compensation on the payday preceding the beginning of the new contract or the next regular payday following the beginning of the new contract if time is required for processing. Additionally, the administrator shall begin receiving compensation for the new contract on the first payday following the beginning of the new contract as provided in this article.

Administrators working less than a full contract year because of the effective date of the appointment shall, with the exception of the first payment, be paid in equal payments over the remaining licensed paydays following the effective date of the appointment. The amount of these equal payments will be based on range, step, and length of contract. The initial payment will be determined by calculating the difference between the contract amount and the amount to be received on the remaining licensed paydays. Money owed to the administrator will be received as the initial payment. If money is owed to the School District it will be subtracted from the new contract amount and the remaining contract amount will be paid in equal payments over all remaining licensed paydays for the contract year. Payment in both cases shall begin on the next payday following the effective date of the appointment if time for processing permits. If the processing time does not permit, the payment will begin on the payday following the next regular licensed payday.

The salary of an administrator who is promoted to a higher range on the PAA Salary Schedule shall be computed by dividing the current annual salary by the number of months worked under the administrator's current contract, and placement shall be made on the appropriate range two steps above the amount currently being earned.

Once this placement is made, the administrator is entitled to the normal step increases in the subsequent contract year.

**ARTICLE 17
HOLIDAYS**

- 17-1 Administrators covered by this Agreement shall be granted holiday leave as listed below:
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day (two-day holiday)
Winter Break (two-day holiday)
New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Spring Break (one day holiday)
Memorial Day
Juneteenth

Additional holiday leave will be granted in accordance with the annual calendar adopted by the Trustees.

- 17-2 Effective July 1, 2022, all administrators covered by this Agreement shall be granted six (6) personal leave days in addition to the above holidays. Requests made under this Article will be processed in the same manner as vacation requests but may not be used during the first two (2) weeks or the last two (2) weeks of any school year. Personal leave must be used during the contract year it is allocated.

- 17-3 Administrators covered by this Agreement shall be granted holidays in addition to the above, as determined by the Trustees.

**ARTICLE 18
VACATION**

- 18-1 Vacation for administrators covered shall be accumulated at the rate of two (2) days per month of employment. One (1) vacation day shall be earned upon completion of assigned work days beginning with the first day of the month through the fifteenth (15th) day of the month. The second vacation day shall be earned upon completion of assigned work days from the sixteenth (16th) day of the month through the last day of the month.

- 18-2 At termination of service, administrators shall be compensated for their accrued vacation, not to exceed eighty-five (85) days. Payment will be made at administrator's daily rate of pay effective at the time of separation and calculated in accordance with the methodology established of Article 18-4.

- 18-3 Vacation may be taken only at times approved by the Chief of Police of designee. The approval of vacation requests time will not be unreasonably withheld and will be consistently applied throughout the Police Administrators.

- 18-4 Administrators will be compensated at the administrator's daily rate of pay for up to five (5) of the vacation days in excess of eighty-five (85) as of June 30. Payment will be

made on the July 25 check, and it is not subject to PERS payment. Administrators not desiring to be compensated for these days may stop the payment by notifying the Chief Human Resources Officer, Human Resources Division, on or before July 1. Administrators who are on paid status on June 30 and who terminate employment that day are entitled to be paid for any days in excess of 85 to a maximum of five days under this Article. The administrator's daily rate of pay for the purpose of calculating vacation day compensation will be determined by establishing a uniform contract year for 12-month administrators. Uniform Contract Year for 12-month administrators will be calculated at 246 work days. The annualized salary for a 12-month administrator divided by 24 work days equals the daily rate of pay for purposes of determining the value of vacation day compensation.

- 18-5 Earned vacation days in excess of eighty-five (85) as of June 30 for which compensation is not provided must be used on or before August 31, or these days will be deducted from the total days on September 1. If days are to be deducted from an administrator, administrator's days will be donated to the PAA Sick Leave Pool. Days contributed to the pool as a result of the deducted vacation days shall not exceed fifty (50) days in any school year. Administrators may use the vacation days earned in July and August without impacting the days in excess of eighty-five (85) as of June 30.
- 18-6 The vacation days identified on the second paycheck of the month reflect vacation days earned for that month. However, these days do not reflect vacation days utilized during the month.

ARTICLE 19 POLICE ADMINISTRATORS' ADVISORY COUNCIL

- 19-1 A Police Administrators' Advisory Council shall be established by the Association.
- 19-2 The purpose of the advisory council is:
- (a) Advisory to the superintendent, Chief of Police, and the cabinet regarding procedures, practices and programs which will result in a safer or better educational atmosphere in the School District.
 - (b) Improve the morale of all administrators.
 - (c) Apprise the superintendent and staff of actual or potential problems involving the School District.
 - (d) Improve communications between the Association and the superintendent and staff.
 - (e) Secure maximum productive and constructive involvement of all administrators in their primary goal, which is the educational process of the School District.
 - (f) Serve as the Contract Maintenance Committee.
- 19-3 The council shall consist of the superintendent of schools, members of the superintendent's immediate staff, the Chief of School Police, the Executive Board of the Association, and others who may be called upon by the superintendent or the Association to attend some of the meetings.
- 19-4 Meetings of the advisory council shall be scheduled at the request of the superintendent or the Association.

- 19-5 The agenda of each meeting shall be determined in advance. Both the superintendent and the Association may place on the agenda any item dealing with the conduct, policies or welfare of the public schools of Clark County. Notices of meetings of the council shall contain a listing of agenda items, and shall be made available to the council members a minimum of three (3) days prior to the meeting date.
- 19-6 The Administrators' Advisory Council shall adopt its own operational procedures.

ARTICLE 20 PROFESSIONAL COMPENSATION

20-1 Longevity Steps

- 20-1-1 A police administrator completing ten (10) years of service in the School District will receive an additional one thousand three hundred dollars (\$1,300) for which PERS contributions will be made.

If the police administrator begins his/her tenth year at the beginning of the contract year, the \$1,300 is provided in monthly increments of \$108.33 (\$54.17 per pay period) effective with the first month of the contract year.

If the police administrator begins his/her tenth year within the contract year but prior to February 1, and the effective date of the appointment is at the beginning of the contract year, the police administrator receives the \$1,300 in monthly increments of \$108.33 (\$54.17 per pay period) effective with the first month of the contract year. If the police administrator begins his/her tenth year within the contract year and prior to February 1, but the effective date of the appointment is after the beginning of the contract year, the police administrator receives monthly increments of \$108.33 (\$54.17 per pay period) effective with the first pay period as a police administrator. If the police administrator, regardless of the date of the police administrative appointment, begins his/her tenth year within the contract year on or after February 1, the police administrator receives the \$1,300 in monthly increments beginning with the first month of the subsequent contract year.

The \$1,300 is in addition to the base salary and all other stipends in effect.

The \$1,300 stipend is provided in subsequent years but is discontinued when the police administrator begins his/her fifteenth year and becomes eligible for the \$1,800 stipend.

- 20-1-2 A police administrator completing fifteen (15) years of service in the School District will receive an additional one thousand eight hundred dollars (\$1,800) for which PERS contributions will be made.

If the police administrator begins his/her fifteenth year at the beginning of the contract year, the \$1,800 is provided in monthly

increments of \$150.00 (\$75.00 per pay period) effective with the first month of the contract year.

If the police administrator begins his/her fifteenth year within the contract year but prior to February 1, and the effective date of the appointment is at the beginning of the contract year, the police administrator receives the \$1,800 in monthly increments of \$150.00 (\$75.00 per pay period) effective with the first month of the contract year. If the police administrator begins his/her fifteenth year within the contract year and prior to February 1, but the effective date of the appointment is after the beginning of the contract year, the police administrator receives monthly increments of \$150.00 (\$75.00 per pay period) effective with the first pay period as a police administrator. If the police administrator, regardless of the date of the police administrative appointment, begins his/her fifteenth year within the contract year on or after February 1, the police administrator receives the \$1,800 in monthly increments beginning with the first month of the subsequent contract year.

The \$1,800 is in addition to the base salary and all other stipends in effect.

The \$1,800 stipend is provided in subsequent years but is discontinued when the police administrator begins his/her twentieth year and becomes eligible for the \$2,300 stipend.

20-1-3 A police administrator completing twenty (20) years of service in the School District will receive an additional two thousand three hundred dollars (\$2,300) for which PERS contributions will be made.

If the police administrator begins his/her twentieth year at the beginning of the contract year, the \$2,300 is provided in monthly increments of \$191.67 (\$95.83 per pay period) effective with the first month of the contract year.

If the police administrator begins his/her twentieth year within the contract year but prior to February 1, and the effective date of the appointment is at the beginning of the contract year, the police administrator receives the \$2,300 in monthly increments of \$191.67 (\$95.83 per pay period) effective with the first month of the contract year. If the police administrator begins his/her twentieth year within the contract year and prior to February 1, but the effective date of the appointment is after the beginning of the contract year, the police administrator receives monthly increments of \$191.67 (\$95.83 per pay period) effective with the first pay period as a police administrator. If the police administrator, regardless of the date of the police administrative appointment, begins his/her twentieth year within the contract year on or after February 1, the police administrator receives the \$2,300 in monthly increments beginning with the first month of the subsequent contract year.

The \$2,300 is in addition to the base salary and all other stipends in effect.

The \$2,300 stipend is provided in subsequent years but is discontinued when the police administrator begins his/her twenty-fifth year and becomes eligible for the \$2,800 stipend.

20-1-4 A police administrator completing twenty-five (25) years of service in the School District will receive an additional two thousand eight hundred dollars (\$2,800) for which PERS contributions will be made.

If the police administrator begins his/her twenty-fifth year at the beginning of the contract year, the \$2,800 is provided in monthly increments of \$233.33 (\$116.67 per pay period) effective with the first month of the contract year.

If the police administrator begins his/her twenty-fifth year within the contract year but prior to February 1, and the effective date of appointment is at the beginning of the contract year, the police administrator receives the \$2,800 in monthly increments of \$233.33 (\$116.67 per pay period) effective with the first month of the contract year. If the police administrator begins his/her twenty-fifth year within the contract year and prior to February 1, but the effective date of appointment is after the beginning of the contract year, the police administrator receives monthly increments of \$233.33 (\$116.67 per pay period) effective with the first pay period as a police administrator. If the police administrator, regardless of the date of the police administrative appointment, begins his/her twenty-fifth year within the contract year on or after February 1, the police administrator receives the \$2,800 in monthly increments beginning with the first month of the subsequent contract year.

The \$2,800 is in addition to the base salary and all other stipends in effect.

The \$2,800 stipend is provided in subsequent years but is discontinued when the police administrator begins his/her thirtieth year and becomes eligible for the \$4,000 stipend.

20-1-5 A police administrator completing thirty (30) years of service in the School District will receive an additional four thousand dollars (\$4,000) for which PERS contributions will be made.

If the police administrator begins his/her thirtieth year at the beginning of the contract year, the \$4,000 is provided in monthly increments of \$333.33 (\$166.67 per pay period) effective with the first month of the contract year.

If the police administrator begins his/her thirtieth year within the contract year but prior to February 1, and the effective date of appointment is at the beginning of the contract year, the police administrator receives the \$4,000 in monthly increments of \$333.33 (\$166.67 per pay period) effective with the first month of the contract year. If the police administrator begins his/her thirtieth year within the contract year and prior to February 1, but the effective date of appointment is after the beginning of the contract year, the police administrator receives monthly increments of \$333.33 (\$166.67 per pay period) effective with the first pay period

as a police administrator. If the police administrator, regardless of the date of the police administrative appointment, begins his/her thirtieth year within the contract year on or after February 1, the police administrator receives the \$4,000 in monthly increments beginning with the first month of the subsequent contract year.

The \$4,000 is in addition to the base salary and all other stipends in effect.

The \$4,000 stipend is provided in the subsequent years of employment as a police administrator of the School District.

20-2 Police administrators holding a Bachelor's Degree from an accredited college or university in any applicable field of study shall receive the sum of \$1,000 per year. Police administrators holding a master's or doctorate degree from an accredited institution and valid for Nevada certification will receive an increase in their base salary of \$1,500 for which PERS contributions will be made. Assignments of less than a full contract year shall be prorated.

20-3 Police administrators who voluntarily participate in trainings outside the scope of the established police administrators' day shall receive the standard fee for such training. The stipend is not subject to PERS payment. This payment does not establish, nor should it be construed to establish, any property rights, nor any expectation of continuation. Police administrators volunteering to provide singular presentations will not be compensated.

20-4 The starting salary (44D on the salary scale) for lieutenants covered by this Agreement shall hereafter be unless superseded by a subsequent Agreement, twenty percent (20%) higher than the maximum base salary of a Clark County School Police sergeant. Likewise, the starting salary (46D on the salary scale) for captains covered by this Agreement shall hereafter be, unless superseded by a subsequent Agreement, twelve and one-half percent (12.5%) higher than the maximum base salary of the starting lieutenant salary covered by this Agreement.

For the 2023 -2024 and 2024-2025 contract years, the salary schedule included herein below shall apply and is retroactive to July 1, 2023.

20-4-1 ASSIGNMENT DIFFERENTIAL PAY (ADP)

The District agrees to monetary compensation at the rate of 6.9% above the eligible Police Administrator's current base annual salary for those who manage/oversee employees who are working in the assignment categories listed below (only one ADP per eligible Police Administrator):

1. Motors Sergeant
2. K-9 Sergeant
3. Community Liaison/PIO
4. Communication's Sergeant
5. Technical Support Sergeant
6. Administrative Officer E.g. – Internal Affairs and Policy Management

ADP assignments are not promotional and, therefore, no property rights exist. Additionally, Police Administrators shall only be paid ADP for the duration of their APD assignment as appointed by the Chief of School Police.

20-5 Responsibility Pay

Any police administrator who is officially assigned in writing by the Chief of Police or designee for a period of ten (10) or more consecutive days to perform all of the duties and responsibilities of an absent police administrator who is at a higher salary range shall receive a payment retroactive to the first day of the assignment at a rate of pay ten percent (10%) higher than the police administrator's present daily rate of pay. It is not intended that the reassignment of a police administrator to perform all of the duties of an absent police administrator will cause a chain reaction of reassignments.

An exception to the ten percent (10%) increase exists if the position being filled is paid at a rate of less than ten percent (10%) higher than the range of the police administrator filling the position. No administrator shall receive a greater increase under this article than would be received for a regular assignment.

20-6 Classification and Reclassification

Classification is the placement of a police administrator on the Police Administrator Salary Schedule.

Reclassification is the movement of an existing police administrator on the Police Administrator Salary Schedule based on significant changes in the duties and responsibilities from the duties and responsibilities of the position as identified in the job description for which the Police administrator was initially hired.

20-6-1 Classification Committee

A. The following administrators or police administrators will serve on the Classification Committee:

- (1) Chief Human Resources Officer, Human Resources Division
- (2) Chief of Police
- (3) President, PAA
- (4) One School-based Administrator
- (5) One Non School-based Administrator
- (6) One Police Administrator

B. The Chief Human Resources Officer, Human Resources Division, the Chief of Police, and the President of the PAA will be permanent members of the committee. The remaining three members will serve until replaced by mutual agreement of the School District and the Association.

20-6-2 Creation of New Positions

A. The superintendent or designee will submit a request for classification for a proposed new police administrative position and a duties and responsibilities questionnaire for

the new position to the Chief Human Resources Officer, Human Resources Division.

- B. The questionnaire will be analyzed, and points assigned by the Human Resources Division using the approved criteria which may include market factors.
- C. The Classification Committee will be convened to review the analysis and the points assigned by the Human Resources Division. The Classification Committee will seek clarification for the position as needed.
- D. The final calculation of the Classification Committee will be submitted to the Superintendent. The Superintendent will determine if the position will be submitted to the Business and Finance Services Division for inclusion in the budget process.
- E. The Superintendent's recommendation will be submitted to the Business and Finance Services Division.
- F. The position will be implemented in the next school year. Positions requiring an immediate creation can be created with the approval of the Superintendent.
- G. There is no appeal of the Classification Committee's final calculation, other than verification of its accuracy.

20-6-3 Requested Review of Existing Positions

- A. The superintendent, Police Chief, or Superintendent's designee may request a review of salary-range placement of an existing position.
- B. The procedure for requesting salary-range placement review is as follows:
 - (1) The superintendent, Police Chief, or Superintendent's designee sends a written request for the review with a rationale for the request and the position questionnaire to the Human Resources Division.
 - (2) All position incumbents will be asked to submit the position description questionnaire.
 - (3) The questionnaires will be analyzed, and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
 - (4) The Classification Committee will be convened to review the analysis, and, if appropriate, recommend revisions.
 - (5) The final calculation of the Classification Committee will be submitted to the Superintendent. The Superintendent will determine if the salary-range

placement change will be submitted to the Business and Finance Services Division for inclusion in the budget process.

- (6) The Superintendent's recommendation will be submitted to the Business and Finance Services Division.
 - (7) The salary-range placement change will be implemented in the next school year. The administrator's salary placement will result in a one-step increase.
 - (8) There is no appeal of the Classification Committee's final calculation, other than verification of its accuracy.
- C. The superintendent may override the Committee's recommendations only by one of the following:
- (1) Submitting in writing to the Committee an explanation of the factual circumstances warranting a change in the Committee's recommendations; or
 - (2) Establishing actual evidence of the inability to locate a qualified candidate after a regularly conducted personnel search; or
 - (3) Approval by the Board of School Trustees.

20-6-4 Annual Review of Non Site-based Positions

- A. During the month of April each year, the superintendent, Police Chief, or Superintendent's designee will review the police administrative positions within his/her area of responsibility and certify that the positions remain essentially the same.
- B. If the review of the position by the superintendent, Police Chief, or Superintendent's designee reveals that the position has changed significantly, a new job description must be developed and both the old job description and the new job description will be submitted to the Human Resources Division by May 1.
- (1) The new job description will be analyzed and points will be assigned by the Human Resources Division using the approved criteria which may include market factors.
 - (2) In June, the Classification Committee will be convened to review the analysis of the new job description, and, if appropriate, recommend revisions.
 - (3) If the results of the point system place the administrator higher than his/her current salary-range placement, the administrator will be moved to the

appropriate salary-range placement effective the first day of the contract year for that administrator. The administrator's salary placement will result in a one step increase.

- (4) If the results of the point system place the administrator lower than his/her current salary-range placement, the administrator will be grandfathered in the position at the current salary-range placement. When the position is vacated, it will be advertised at the appropriate salary-range placement.

20-7 An employee appointed to the initial position of Police Administrator will serve a maximum one-year probationary period in that position.

CLARK COUNTY SCHOOL DISTRICT
 POLICE ADMINISTRATOR SALARY SCHEDULE BASE
 ANNUAL SALARIES (12 MONTH)
 FISCAL YEAR 2023-2024
 After PERS Increase of 6%

RANGE NUMBER	A	B	C	D	E	F	G*	H	I
40									
41									
42									
43									
44				151,047	156,255	161,799	167,583	174,286	181,258
45									
46				169,927	175,790	181,663	188,148	195,674	201,751

*Eligibility for this step requires that the police administrator has been on any Step F for one (1) years, is beginning his/her 10th year in the School District during the contracted school year, and the adjusted hire date and the effective date of the police administrative appointment is prior to February 1. If the adjusted hire date is February 1 or after, the police administrator will be placed on Step G at the beginning of the subsequent year.

Police administrator employees completing the following years of District service will be eligible for longevity compensation for which PERS contributions will be made:

<u>District Service</u>	<u>Amount</u>
10 Years	\$1,300
15 Years	1,800
20 Years	2,300
25 Years	2,800
30 Years	4,000

The above salary table will be applied notwithstanding any contrary regulation.

Column advancement, if any, shall occur at the beginning of the administrative contract year (July 1).

The starting placement on the salary table for a lieutenant is 44D and the starting placement on the salary table for a captain is 46D.

CLARK COUNTY SCHOOL DISTRICT
 POLICE ADMINISTRATOR SALARY SCHEDULE BASE
 ANNUAL SALARIES (12 MONTH)
 FISCAL YEAR 2024-2025

RANGE NUMBER	A	B	C	D	E	F	G	H	I
40									
41									
42									
43									
44				155,657	163,440	171,612	180,192	189,202	198,662
45									
46				175,114	183,870	193,063	202,716	212,852	223,495

*Eligibility for this step requires that the police administrator has been on any Step F for one (1) years, is beginning his/her 10th year in the School District during the contracted school year, and the adjusted hire date and the effective date of the police administrative appointment is prior to February 1. If the adjusted hire date is February 1 or after, the police administrator will be placed on Step G at the beginning of the subsequent year.

Police administrator employees completing the following years of District service will be eligible for longevity compensation for which PERS contributions will be made:

<u>District Service</u>	<u>Amount</u>
10 Years	\$1,300
15 Years	1,800
20 Years	2,300
25 Years	2,800
30 Years	4,000

The above salary table will be applied notwithstanding any contrary regulation.

Column advancement, if any, shall occur at the beginning of the administrative contract year (July 1).

The starting placement on the salary table for a lieutenant is 44D and the starting placement on the salary table for a captain is 46D.

Intentionally left blank.

**ARTICLE 21
HEALTH AND WELFARE BENEFITS AND PHYSICAL EXAMINATION**

21-1 The CCSD Health and Welfare Insurance Program for District Employees ("CCSD Program") has been established and is in effect.

During the term of this Agreement the School District agrees to contribute toward the cost of Employee health insurance a sum, which is the base amount of the individual medical insurance contribution for an individual employee. This contribution will be made monthly for each eligible Employee participant in the District's group health insurance plan.

21-2 Eligibility and qualifications to participate in the District's group health insurance plans will include all eligible members and dependents covered by this agreement. The following classes of employees and retirees shall be eligible to participate in the District's group health insurance plans:

21-2-1 All Covered Employees;

21-2-2 All retired Covered Employees who elect to participate in the group health insurance plans upon retirement.

21-3 An Employee covered by this Agreement who has an eligible spouse working for the District may elect to apply the eligible spouse's contribution to support the dependent rate under the Employee's plan, or the Employee covered by this Agreement may elect to have the contribution applied to the eligible spouse's District plan to support the rate under the spouse's plan.

21-4 In addition to contributing toward the cost of the Plan, the School District agrees to provide payroll deduction for additional contributions and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier or as needed by the Association.

21-5 The School District further agrees to continue to provide payroll deductions for additional insurance premiums as required by the insurance carrier in accordance with the past practice of the parties.

21-6 Within said payments, set forth in Article 21-8, the CCSD Program shall provide health insurance and the following ancillary insurance benefits:

Dental. The medical benefits package in the CCSD Program include dental benefits.

Life Insurance. The medical benefits package in the CCSD Program includes life insurance benefits.

Long-term Disability. The medical benefits package in the CCSD Program includes long-term disability benefits.

Short-term Disability (voluntary). The medical benefits package in the CCSD Program includes voluntary short-term disability benefits.

Vision. The medical benefits package in the CCSD Program includes vision benefits.

Retirees. Above benefits for retirees are included.

- 21-7 During the term of the Negotiated Agreement between the CCSD and PAA, CCSD will make no contribution toward employee health benefits greater than the contribution set forth in Article 21-8.
- 21-8 The District shall contribute to the insurance package for each participant.
- Effective on September 1, 2023, the District's monthly contribution to the Administrator's health insurance program was increased by 15% per a memorandum of agreement. Effective on September 1, 2024, the District shall increase its monthly contribution to the Administrator's health insurance program by 5%.
- 21-9 During the terms of this agreement, and in accordance with the provisions of NRS 288.215, either party shall negotiate with the other regarding any proposed substantive health benefit changes. This Article may be reopened for this specific purpose, at any time, by one party notifying the other that it wishes to reopen negotiations for such purposes.
- 21-10 Each Police Administrator shall be required to have and pass a physical health examination annually at the expense of the School District. The District will select a medical physician to conduct the examination(s) from a list provided by the Clark County Medical Society.

**ARTICLE 22
PUBLIC EMPLOYEES RETIREMENT SYSTEM**

- 22-1 Continuing the provision begun with the Agreement for school year 1975-76, the School District will pay, beginning with the first day of contracted school years 1987-89, the standard employee and employer contribution to social security and Medicare as required, as well as, the employee and employer contribution to the Public Employees Retirement System (Police/Fire) for a total of 40.5% for school years 2013-2014 and 2014-2015 for each administrator covered by this Agreement.

It is understood that half of the PERS contribution is paid with School District funds and half is paid on behalf of the employee with employee funds agreed upon in previous and current collective bargaining agreements.

**ARTICLE 23
PROHIBITIVE PRACTICES**

- 23-1 Administrative personnel covered by this Agreement and the Association agree not to utilize the services of any School District administrator during the administrator's work day or use any School District equipment that will in any way benefit the administrator or the Association personally during the normal work day.
- 23-2 No services performed for eligible administrative members and the Association shall be paid for by the School District.
- 23-3 No Association business or activities shall be conducted during the administrator's working hours except as provided in Article 4 and Article 7 of this Agreement.
- 23-4 Abuses by administrators of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.

23-5 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all police administrators under similar circumstances.

**ARTICLE 24
NO STRIKES/WORK STOPPAGES**

24-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.

**ARTICLE 25
GENERAL SAVINGS CLAUSE**

25-1 If any provision of this Agreement or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE 26
REDUCTION IN FORCE**

26-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be reduced in force, and the positions within a division or unit in which such reductions in force will occur.

26-2 Subject to the determinations in 26-1 above, the School District agrees to the following:

26-2-1 Police Administrators who volunteer to leave their positions will be the first to be reduced in force.

26-2-2 If the necessary reductions cannot be made through attrition and/or resignation, then police administrators who have been twice rated as unsatisfactory within the last two (2) successive contract years will next be reduced in force. If the necessary reductions cannot be made by the reduction in force of police administrators with two (2) unsatisfactory evaluations within the last two (2) successive contract years, then police administrators who have received a disciplinary document within the last two (2) successive contract years which resulted in a suspension of five (5) days or more will be the next to be reduced in force. Police administrators will be reduced in force based on the number of suspension days received in descending order. If the necessary reductions cannot be made by reducing in force those police administrators who have been twice rated as unsatisfactory or who have received a disciplinary document or documents which resulted in a suspension or suspensions, then police administrators who have been determined to have abused their sick leave, will be the next to be reduced in force. A police administrator's abuse of sick leave will be based on a review conducted by Employee-Management Relations and which resulted in the police administrator being required to repay the School District for abusing sick leave.

A police administrator who is reduced in force under the provisions of 26-2-2 will not be recalled to a police administrative position.

26-2-3 Any additional reduction in force of a police administrator shall be determined by using the following criteria in rank order listed to designate the least senior police administrator who will next be reduced in force:

For Police Captains

26-2-3-1 First Criterion - Seniority as a police administrator, on the Police Administrative Salary Schedule, within the School District. Seniority as a police administrator shall be determined by the initial hire date as a police administrator, having continuous service since that date, as determined by Human Resources Unit. If service is not continuous, the seniority date as a police administrator shall be adjusted by extending the initial hire date as a police administrator by adding the missing time as a police administrator to identify the adjusted hire date as a police administrator.

26-2-3-2 Second Criterion - Seniority by police administrative position title within the division or unit at the same range. Seniority by police administrative position title shall be determined by the initial hire date in the police administrative position, having continuous service since that date, as determined by Human Resources Unit. If service is not continuous, the seniority date in the police administrative position shall be adjusted by extending the initial hire date in the position by adding the missing time in the position to identify the adjusted hire date in the position.

26-2-3-3 Third Criterion - Seniority in the School District. Seniority in the School District shall be determined by the initial hire date as a School District employee, having continuous service since that date, as determined by Human Resources. If service is not continuous, the seniority date as a School District employee shall be adjusted by extending the initial hire date by adding the missing time as a School District employee to identify the adjusted hire date in the School District.

26-2-3-4 In the event that steps 26-2-3-1 through 26-2-3-3 do not identify the police administrator or police administrators for the reduction in force, the police administrator or police administrators remaining in step 26-2-3-3 will participate in a lottery designed by the School District and the Association to select the police administrator or police administrators for the reduction in force.

For Police Lieutenants

26-2-3-5 First Criterion - Seniority as a police administrator, on the Police Administrative Salary Schedule, within the School District. Seniority as a police administrator shall be determined by the initial hire date as a police administrator, having continuous service since that date, as determined by Human Resources Unit. If service is not continuous, the seniority date as a police administrator shall be adjusted by extending the initial hire date as a police administrator by adding the missing time as a police

administrator to identify the adjusted hire date as a police administrator.

26-2-3-6 Second Criterion - Seniority by police administrative position title within the division or unit at the same range. Seniority by police administrative position title shall be determined by the initial hire date in the police administrative position, having continuous service since that date, as determined by Human Resources Unit. If service is not continuous, the seniority date in the police administrative position shall be adjusted by extending the initial hire date in the position by adding the missing time in the position to identify the adjusted hire date in the position.

26-2-3-7 Third Criterion - Seniority in the School District. Seniority in the School District shall be determined by the initial hire date as a School District employee, having continuous service since that date, as determined by Human Resources. If service is not continuous, the seniority date as a School District employee shall be adjusted by extending the initial hire date by adding the missing time as a School District employee to identify the adjusted hire date in the School District.

26-2-3-8 In the event that steps 26-2-3-5 through 26-2-3-7 do not identify the police administrator or police administrators for the reduction in force, the police administrator or police administrators remaining in step 26-2-3-7 will participate in a lottery designed by the School District and the Association to select the police administrator or police administrators for the reduction in force.

26-2-4 A police captain who is affected by a reduction in force procedure will be assigned to a vacant lieutenant's position or to a lieutenant's position which is being filled by a lieutenant with less seniority than the affected captain.

26-2-5 A police lieutenant who is affected by a reduction in force procedure will be assigned to a vacant sergeant's position. If a vacant sergeant's position is not available, the School District agrees to hire the lieutenant as a sergeant, even if it results in a reduction in force in the position of sergeant. The Association agrees that if the employee representative of the employees in the position of sergeant objects and/or files any legal action, including a grievance, to prevent the lieutenant from displacing a sergeant, the Association shall be responsible for defending the hiring of the lieutenant and agrees that the School District shall be bound by the result of any such legal action without violating this provision. In the alternative, the lieutenant may select to be assigned to a vacant officer's position.

26-3 Whenever possible, a thirty- (30) day written notification will be given to police administrators who are laid off as a result of a reduction in force.

26-3-1 The Human Resources Division will notify police administrators who have been reduced in force of available administrative police positions. The police administrator must notify the Human Resources Unit within the timelines specified in the notification of available administrative police positions of his/her desire to be considered for the available administrative police

positions. The police administrator will have twenty (20) business days, from the time he or she accepts the position, to return to duty.

For Captains

26-3-2 An police captain who is subject to a loss of a captain's position through a reduction in force procedure has a two-year right to return to the first vacant sergeant or police officer position. Prior to returning to the captain's position held prior to the reduction in force, the School District shall post available police administrative positions and the captain may notify the District of his/her desire for a posted position which is not at a higher range than the captain's position held prior to the reduction in force. If the captain selects a position at a range that is less than the range of the position held prior to the reduction in force, the captain may continue to apply for future available administrative police vacancies until the captain returns to a position at the same range as held prior to the reduction in force. A captain who applies for, and is competitively selected for a promotional position within the School District, waives any future return rights to the position held prior to the reduction in force. A captain who refuses a School District offer to return to a position that is at the same range as the position held prior to the reduction in force waives any future return rights.

26-3-3 A captain who is reassigned to another police administrative position through a reduction in force procedure has a two-year right to return to the first vacant police administrative position in the School District at the same range as the position held prior to the reduction in force. Prior to returning to the captain's position held prior to the reduction in force, the School District shall post available administrative police positions and the captain may notify the District of his/her desire for a posted position which is at a higher range than the reassigned position, but not at a higher range than the captain position held prior to the reduction in force. If a captain selects a position at a range that is less than the range of the position held prior to the reduction in force, the captain may continue to apply for future available police vacancies until the administrator returns to a position at the same range as held prior to the reduction in force. A captain who applies for and is competitively selected for a promotional position within the School District, waives any future return rights to the position held prior to the reduction in force. A captain who refuses a School District offer to return to a position that is at the same range as the position held prior to the reduction in force waives any future return rights.

For Lieutenants

26-3-4 A lieutenant who is subject to a loss of a lieutenant's position through a reduction in force procedure has a two-year right to return to the first vacant lieutenant's position. Prior to returning to the lieutenant position held prior to the reduction in force, the School District shall post available vacant police positions and the lieutenant may notify the District of his/her desire for a sergeant or police officer posted position. If a lieutenant selects a vacant position at a range that is less than the range of the lieutenant position held prior to the reduction in force, the lieutenant may continue to apply for future available police vacancies until the lieutenant returns to a position at the same range as held prior to the reduction in force. A lieutenant who applies for, and is competitively selected for a promotional position within the School District waives any future return rights to the position held prior to the reduction in force. A lieutenant who refuses a School District offer to return

to a position that is at the same range as the lieutenant position held prior to the reduction in force waives any future return rights.

26-3-5 A lieutenant who is reassigned to a vacant sergeant or police officer position through a reduction in force procedure has a two-year right to return to the first vacant lieutenant's position in the School District at the same range as the position held prior to the reduction in force. Prior to returning to the lieutenant's position held prior to the reduction in force, the School District shall post available lieutenant's positions and the lieutenant may notify the School District of his/her desire for a posted position which is at a higher range than the reassigned position, but not at a higher range than the lieutenant's position held prior to the reduction in force, If a lieutenant selects a position at a range that is less than the range of the position held prior to the reduction in force, the lieutenant may continue to apply for future available administrative vacancies until the lieutenant returns to a position at the same range as held prior to the reduction in force. A lieutenant who applies for, and is competitively selected for a promotional position within the School District, waives any future return rights to the position held prior to the reduction in force. A lieutenant who refuses a School District offer to return to a position that is at the same range as the position held prior to the reduction in force waives any future return rights.

26-4 Disputes arising in the implementation of this Article will be resolved by:

26-4-1 Mutual agreement between the superintendent/designee and the Administrators' Advisory Council.

26-4-2 Arbitration, as identified in Article 4-16 of this Agreement, if the dispute cannot be resolved by mutual agreement as described in Article 26-4-1.

26-5 The following reduction in force procedures provide additional criteria to be followed when a reduction in force is implemented.

26-5-1 A reduction in force will not result in an enhancement to an administrator's current base salary.

26-5-2 Police administrators who volunteer to leave their positions and are affected by a reduction in force will be required to immediately complete a CCF-164 form indicating resignation or retirement effective no later than the end of the current contract year. This decision to volunteer to resign or retire from employment as an administrator with the District is irrevocable.

26-5-3 For purposes of making employee placement decisions related to a reduction in force, salary range is determined by the salary range being paid to the police administrator, not the salary range identified for the position.

26-5-4 The reduction in force procedure assumes that a reclassified position is the same position as it was originally, but with a new salary range. The reclassification of a position has no impact on the hire date in the position for the police administrator who has been reclassified.

26-5-5 An police administrator with less than a full-time contract cannot bump an employee with a full-time contract.

26-5-6 The Clark County School District identifies administrative positions as licensed or professional-technical. How the position was identified on the

position announcement when the applicant was selected for the position will determine whether the administrator is licensed or professional-technical.

- 26-5-7 In the event a reduction in force occurs which results in the layoff or reassignment of police administrators, police administrators on leave of absence will be assigned by the School District to vacant police administrative positions only after police administrators who have been subject to layoff or reassignment as a result of a reduction in force have been reassigned to a police administrative position. Employees on Military Leave are exempt from this provision.
- 26-5-8 Administrative positions assigned to Vegas PBS may only be filled in accordance with Federal Communications Commission (FCC) rules, which require that all position vacancies be advertised nationally, as determined by Human Resources.

ARTICLE 27 PROGRESSIVE DISCIPLINE

27-1 Except as otherwise provided by this Agreement, demotion, suspension, dismissal, and non-renewal actions taken against administrators covered by this Agreement shall comply with all provisions of NRS Chapters 288 and 289 as amended through the Nevada Legislature. It is understood that all references to NRS Chapters 288 and 289 throughout this Article imply the current Chapters 288 and 289 and any future amendments by the Nevada Legislature.

27-2 The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Progressive discipline is an effective, reasonable system of disciplinary action that is founded on the premise that disciplinary actions are, where possible, to be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe; and that the disciplinary actions imposed, and their progression fit the nature of the specific circumstances.

For Police Captains and Police Lieutenants

27-3 Demotion, suspension, dismissal, and non-renewal actions taken against administrators in accordance with NRS 288 and 289 shall be appropriate to the specific failure to act of the individual administrator, shall be progressive in nature and reasonably related to the nature of the problem.

27-4 Except for incidents of a serious nature as defined in this Article, progressive discipline action shall generally follow the pattern of:

27-4-1 First, Written Warning

- A. The supervisor must, in writing, communicate the deficiencies to the administrator regarding his/her performance or behavior which must be changed/improved.
- B. The supervisor must, in writing, describe the deficiencies in which change/improvement is required and establish directions designed to lead to the required change/improvement.

- C. The supervisor must, in writing, inform the administrator that failure to improve may result in a written reprimand and/or suspension, demotion, or dismissal.
- D. A written acknowledgement of receipt of the written warning must be obtained. The administrator is required to sign the written warning as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its content.

27-4-2 Second, Written Reprimand

- A. A written reprimand may be provided to an administrator as the next step in the progressive discipline process.
- B. The supervisor must, in the written reprimand, comply with the requirements of NRS 288 and 289 and notify the administrator that improvement is required and that continuation or repetition of the deficiencies as stated in the document may result in suspension, demotion, dismissal, or a recommendation not to reemploy.
- C. The supervisor may issue a written reprimand only after an investigation, if needed, has been made. A written reprimand may be utilized as the first step of progressive discipline when the administrator's actions meet the criteria for an incident of a serious nature as provided for in this Article.
- D. A written acknowledgement of the receipt of the written reprimand must be obtained. The administrator is required to sign the written reprimand as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its content.

27-4-3 Third, Suspension

- A. Suspension is used to temporarily remove an administrator from duties. An administrator may be suspended more than once during the administrator's contract year, but the total number of days of suspension may not exceed 20 in one contract year.
- B. It is recognized by both the Association and the School District that administrators are considered exempt employees under the Fair Labor Standards Act. As exempt employees, administrators shall not be suspended with loss of pay for less than five days. Suspensions without loss of pay may be issued for any period as long as the 20-day maximum is not exceeded. Annual leave, personal leave, or compensatory leave may be reduced when suspensions without loss of pay of less than five days are issued if approved by the District. The reduction will be one day of leave for one day of suspension without loss of pay, as approved by the District.
- C. Except as provided in NRS 288 and 289, the supervisor must issue a written notice of suspension identifying the action of the administrator leading to the suspension. The notice of suspension will be signed by the administrator and the Superintendent or the Superintendent's designee.

- D. Except as provided in NRS 288 and 289, an administrator who has been given a Notice of Recommendation for Suspension is entitled to a hearing before a hearing officer. The administrator or the Association must request that the hearing begin at Step Two of the Grievance and Arbitration Procedure as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of suspension. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.

27-4-4 Fourth, Demotion, Non-Renewal or Dismissal:

- A. A demotion is the removal of an administrator from his or her present position to one of lesser rank, responsibility, or pay. An administrator who is demoted must be assigned to a position in which he/she meets the minimum qualifications.
- B. The Superintendent shall give written notice of recommendation of demotion to the administrator. The notice of recommendation of demotion will be signed by the administrator and the Superintendent or the Superintendent's designee.
- C. An administrator who has been given notice of recommendation of demotion is entitled to a hearing before a hearing officer. The administrator or the Association must request the hearing as provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of demotion. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
- D. A notice of intent not to reemploy shall be used for a probationary administrator who is rated as not satisfactory and who will not be reemployed at the conclusion of the probationary period. The notice must include a statement of the reasons for non-reemployment.
- E. Dismissal is used to permanently remove an administrator from employment as an administrator with the School District.
- F. Before dismissal the probationary administrator shall receive all notices as provided in this negotiated agreement and is entitled to a hearing before a hearing officer as set out to be provided in Article 4-16 of this Agreement. The administrator or the Association must request the hearing provided in Article 4-16. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of dismissal. The School District must hold the hearing within seven (7) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
- G. If the Superintendent believes that cause exists for the dismissal of an administrator and is of the opinion that the immediate suspension of the administrator is necessary in the best interests of the pupils in the School District, the Superintendent may suspend the administrator without

notice and without a hearing. The Superintendent must provide the administrator with a notice of suspension as described in Article 27-4-4. Within five days after the suspension becomes effective, the Superintendent shall begin proceedings pursuant to NRS 288 and 289, inclusive, to effect the administrator's dismissal.

- H. The Superintendent shall give written notice of recommendation of dismissal to the administrator. The notice of recommendation of dismissal will be signed by the administrator and the Superintendent or the Superintendent's designee.
- I. At least 15 days before recommending to the Board that it demote, dismiss or not reemploy a post-probationary administrator, or dismiss or demote a probationary administrator, the Superintendent shall give written notice to the administrator, by registered or certified mail, of his intention to make the recommendation. The notice must:
 - (1) Inform the administrator of the grounds for the recommendation.
 - (2) Inform the administrator that if a written request is directed to the Superintendent as provided in Article 4-16 of this Agreement, the administrator is entitled to a hearing before a hearing officer or the administrator is entitled to a hearing before a hearing officer. The administrator or the Association must request the hearing provided in Article 4-16. The administrator or the Association must request the hearing within ten (10) days of receipt of the notice of recommendation of dismissal. The School District must hold the hearing within seven (7) days of receipt of the request for hearing. It is agreed that timelines may be waived if agreed to in writing. The administrator may waive the hearing.
- J. Disputes regarding demotion or dismissal which are processed through the grievance and arbitration procedure of this Agreement shall become effective on the date of the arbitrator's decision.

27-5 No incident or observation may result in a conference summary, written warning, unsatisfactory written evaluation, directions for change, or written reprimand unless the incident or observation is called to the attention of the administrator in writing by the supervising administrator(s) within twenty (20) school days after the observation or the incident was brought to the attention of the supervising administrator or within twenty (20) school days that the administrator receiving the document is required by contract to be on the job. A written acknowledgement of receipt of any writing must be obtained. The administrator is required to sign the writing as an acknowledgement of receipt, but the signature does not necessarily indicate agreement with its contents. If the administrator receiving the document is absent and not available during the twenty (20) school days, the twenty (20) school days shall be extended by the number of days that the administrator is absent. The twenty (20) school day rule shall apply and the days will not be extended for administrators who are suspended.

27-6 Except for incidents of a serious nature, no incident or observation may result in a conference summary, written warning, unsatisfactory written evaluation, direction for change, or written reprimand nor be placed in the administrator's personnel file unless it has been brought to the administrator's attention in writing by the supervising administrator(s) within six (6) months of the date of the incident or observation. Incidents of a serious nature as defined in this Article are not subject to the six (6)

months limitation of this sub-section but are subject to the twenty (20) school days' notice provision of Article 27-5.

27-7 Incident of a serious nature means any incident when an administrator covered by this Agreement is: accused of immorality, dishonesty, unprofessional conduct that could lead to a written reprimand, suspension, demotion, non-renewal, dismissal or any combination thereof, or conduct which constitutes a felony or a crime involving moral turpitude whether or not yet convicted.

27-8 A personnel notification shall be sufficient to call to the attention of the administrator the incident or observation which may lead to discipline if the personnel notification reasonably describes or refers to the incident or observation and identifies why the administrator is being considered for potential disciplinary action. The personnel notification must be used if a conference summary, written warning, written reprimand, suspension, unsatisfactory written evaluation, or direction for change is to be developed. The personnel notification must be physically handed to the administrator, forwarded by certified or registered mail, or at the request of the administrator, faxed or e-mailed and the administrator must acknowledge receipt by signing for the personnel notification. This signature does not necessarily indicate agreement with its contents.

ARTICLE 28 EMPLOYEE REPRESENTATION

28-1 Investigation of administrators covered by this Agreement shall comply with all provisions of NRS Chapter 289 as amended through the Nevada Legislature. Investigation of alleged misconduct, investigatory interviews, employee notification and employee representation of police administrators will be conducted in accordance with NRS 289.

An administrator about to undergo an investigatory interview is entitled to representation in accordance with NRS 289 and reasonable notice shall be given. Any and all notices of the supervisor's desire to hold a conference with an administrator shall include the subject of the conference. The notice must be provided by physically handing it to the administrator, forwarding it by certified or registered mail, or by e-mail.

28-2 All investigatory interviews must be held within the administrator's work day as defined in Article 15.

28-3 An administrator's right to representation during the course of an interview arises if the supervising administrator takes any steps beyond merely informing the administrator of a disciplinary action.

ARTICLE 29 OCCUPATIONALLY INJURED EMPLOYEES

29-1 A reassignment of an occupationally injured administrator as defined in NRS 616 and 617 will not be deemed a transfer, involuntary demotion, or involuntary reclassification under this Agreement.

29-2 An occupationally injured Employee returning from a medical leave of absence, and who is able to perform the essential tasks of the position with or without reasonable accommodation he or she held prior to the injury, shall have priority placement to that

job. Should the job not be vacant, the Employee will have priority placement to the next available opening for which the employee is qualified.

29-3 The Association will be notified prior to placement of any occupationally injured Employee.

29-4 In the event an Employee is injured while engaged in the performance of the duties of a peace officer, in a situation requiring the use of physical force by the Employee to maintain the peace, in a situation involving the use of physical force against the Employee by a criminal assailant, or while in actual Pursuit of a person(s) whom the Employee believes to have committed a particular criminal offense the benefits afforded this Employee will be as set forth in Article 29-5.

29-4-1 In those situations where an officer would have otherwise qualified for a 66 2/3% benefit, the officer will receive a 100% benefit for a maximum of one hundred (100) days and subject to a \$10,000 cap for all employees, not each employee.

29-4-2 The provisions above, in Article 29-4-1, will be applicable for each fiscal year for a total of \$10,000 for all employees, not each employee.

At the end of each fiscal year, any remaining funds from the \$10,000 will revert back to the District. There will be no carry-over of these funds from one fiscal year to the next. The amount of money earmarked for the provisions of Article 29-4-1 shall be capped at \$10,000 per year, with no roll-over of unused funds.

29-4-3 In any fiscal year, if the \$10,000 per year cap is reached, either party may immediately reopen negotiations to negotiate the cap.

29-5 If the benefits paid to such Employee under the provision of a District workers' compensation program does not equal the Employee's gross salary, the District will pay to the Employee an amount equal to the difference between the compensation received under workers' compensation and the Employee's then present gross salary, excluding overtime, shift differential, and assignment differential. This compensation will continue for a period of one hundred (100) days from the first day of absence.

29-5-1 Employees who have ten (10) to fifteen (15) years of continuous full-time employment will have their salary compensated for an additional twenty-five (25) working days. Employees who have in excess of fifteen (15) years of continuous full-time employment will have their salary compensated for an additional fifteen (15) days plus the above twenty-five (25) days, totaling forty (40) days.

29-5-2 After the initial one hundred (100) day period, sick and annual leave will not accrue.

29-6 It is the intent of Article 29-5 that the District pay the Employee (injured as provided in Article 29-4) the difference between full base salary and that provided by the workers' compensation as salary continuance. Therefore, the Employee shall return to the District all salary continuance payment which may be received by the workers' compensation system covering the period enumerated in Paragraph "29-5" of this Article. In those cases when the Employee receives a workers' compensation check directly from another source, it shall be given to the District. If the Employee fails to do so within thirty (30) calendar days, the amount received will be deducted from the Employee's next payroll check.

- 29-7 Upon the expiration of the covered salary protection period, if the Employee is still unable to work, the Employee may elect to utilize accrued sick leave.
- 29-8 When accrued sick leave has been exhausted, if the Employee is still, because of disability, unable to work, the Employee will be permitted to use all accrued leave as sick leave. Subsequent to exhaustion of both the Employee's sick leave and vacation leave, the Employee shall receive no additional compensation from the District.
- 29-9 Before the District grants these benefits, the Employee shall comply with reasonable administrative procedures established by the District. The District may also request, at its option and expense, that the Employee be examined by a physician appointed by the District. The examining physician shall provide to the District and the Employee a copy of his medical findings and his opinion as to whether or not the Employee is able to perform his normal work duties and/or whatever, if any, work duties the Employee is able to perform or unable to perform. The District may further require the such injured Employee make themselves available for light duty work as soon as possible after release by a qualified physician which may be either District or Employee appointed.
- 29-10 Compensable days are for each injury or illness and days necessary for subsequent medical attention because of the same injury will be cumulative.

**ARTICLE 30
ADMINISTRATORS' CONTRACT OF EMPLOYMENT**

- 30-1 This Agreement when ratified by both parties shall be incorporated by reference and become a part of the administrators' contract of employment for the 2023-2025 contracted school years.

**ARTICLE 31
SECTION 125 PLAN**

- 31-1 The School District agrees to establish a Section 125 Plan.
- 31-2 The Association agrees that the School District's only obligation is to provide necessary payroll deductions, including eligibility lists, and to verify employment, as may be required by the plan. The School District's function is solely ministerial. The Association, therefore, agrees to hold the School District, its employees and agents, harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees, arising from the creation and operation of the Plan.

**ARTICLE 32
SPECIAL ALLOTMENT**

- 32-1 Uniform Allowance
- All police administrators required to wear uniforms or special clothing in performance of duties will receive uniforms or special clothing or will receive an allowance determined by the District to purchase uniforms that meet the specifications of the District. The District shall replace uniforms and special clothing as needed. Police administrators or newly promoted police administrators will be issued the following: five Class B uniform pants, five Class B uniform short-sleeve shirts, five Class B uniform

long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, one police jacket.

All police administrators shall be issued one uniform breast badge, one flat badge, one name plate, and two sets of appropriate rank insignia. The replacement of any of the above shall be as needed as determined by the Chief or Chief's designee.

32-2 Equipment Allowance

Police administrators will be provided all police equipment required to be worn with uniform and plain clothes assignments to carry out the duties of police administrators/officers. Equipment will be the property of the District but shall be maintained by police administrators. Equipment damaged in the line of duty will be replaced by the District. Police administrators will be issued the following equipment or an allowance determined by the District to purchase such equipment:

32-2-1 All police administrators will be issued department semiautomatic handguns. The District shall determine the make and/or models and calibers of semi-automatic handguns or other duty weapons for police administrators. Any police administrators who wish to purchase semiautomatic handguns from the District's approved list, to use as on duty service weapons, may do so at their own expense. The police administrators must provide ammunition if it is other than standard District issue, at the police administrators' own expense. The police administrators must provide a level 3 holster if it is other than standard District issue, at the police administrators' own expense. Any handgun purchased by police administrators will also be maintained and repaired at the police administrators' expense.

32-2-2 One (1) ballistic body armor vest, with a threat level of 3A or better and two (2) carriers to be issued and to be replaced as needed and as determined by the Chief or Chief's designee, based on manufacturer's replacement dates in accordance with NIJ (National Institute of Justice) standards.

32-2-3 All duty ammunition as required by the Police Department/District, for police administrators' duty handgun, as needed.

32-2-4 One duty (gun) belt and duty gear, as determined by the Chief or Chief's designee, will be provided by the District.

32-2-5 Equipment and all component parts supplied by the District shall be returned to the District when a police administrator's employment relationship with the District terminates.

**ARTICLE 33
TERM OF AGREEMENT**

33-1 The term of the Agreement is modified and shall remain in effect until 30th day of June 2025 and shall continue month to month thereafter. In the event the parties commence negotiations for a successor agreement, then this Agreement shall remain in full force and effect until such successor agreement is ratified.

33-2 After ratification, this Agreement revokes and supersedes all prior agreements, including so-called side agreements.

33-3 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of March, 2024.

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT



Evelyn Garcia-Morales
President




Dr. Brenda Larsen-Mitchell
Interim Superintendent of Schools



Lisa Guzman
Clerk

**POLICE ADMINISTRATORS ASSOCIATION
OF THE CLARK COUNTY SCHOOL DISTRICT POLICE DEPARTMENT**



Darnell Couthen
President