

425 East Ninth Street \* P.O. Box 30425 \* Reno, NV 89520-3425 Phone (775) 348-0200 \* Fax (775) 348-0304 \* www.washoeschools.net

Board of Trustees: Beth Smith, President \* Adam Mayberry, Vice President \* Alex Woodley Clerk Christine Hull \* Diane Nicolet \* 33 Phoenix \* Colleen Westlake \* Joe Ernst, Superintendent

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into by and between the WASHOE COUNTY SCHOOL DISTRICT ("District") and the WASHOE PROFESSIONAL TECHNICAL ASSOCIATION ("WPTA"). This Agreement is effective as of the last date both parties affix authorized signatures below and is not retroactive.

## AGREEMENT

- 1. This Agreement memorializes the understanding between the District and the WPTA regarding the inclusion in the WPTA bargaining unit the positions of Athletic Directors and certain District Office positions, as specified in the amended WPTA Appendix C attached hereto, subject to a finding of community of interest by the Washoe County School District Board of Trustees ("Board") in accordance with NRS 288.170.
- 2. The District and WPTA agree to amend Appendix C of the 2023-2027 Collective Bargaining Agreement and replace it with the amended Appendix C attached hereto.
- 3. This MOU will become effective upon the final date of execution by both parties and after the finding of community of interest by the Board, and is not retroactive.
- 4. This Agreement is executed by the parties under the provisions of NRS Chapter 288, and with recognition and acknowledgement that WPTA is the recognized bargaining agent under NRS Chapter 288 for employees who are exempt under the Fair Labor Standards Act (FLSA), do not require a Nevada Department of Education (NDE) administrator license, and are paid on the Professional Technical salary schedule, with the exception of such employees who are excluded by NRS Chapter 288.
- 5. This Agreement contains the entire agreement of the parties on the matters covered herein. No other agreement, statement, or promise made by either party that is not in writing and signed by both parties shall be binding.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any and all disputes arising out of or in connection with this Agreement shall be litigated only in a court of competent jurisdiction in Washoe County, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court.

WASHOE COUNTY SCHOOL DISTRICT. a political subdivision of the State of Nevada WASHOE PROFESSIONAL TECHNICAL ASSOCIATION

Superintendent, WCSD

President, WPTA

