Washoe County School District
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Board of Trustees * Adam Mayberry, President * Alex Woodley, Vice President * Christine Hull, Clerk
Diane Nicolet * Ty Phoenix * Beth Smith * Colleen Westlake * Tiffany McMaster, 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 SCHOOL PSYCHOLOGISTS' ASSOCIATION OF WASHOE ("SPAW"). This Agreement is effective July 1, 2026.

AGREEMENT

1. This Agreement memorializes the understanding between the District and SPAW regarding the revision of Article 1.2 of the SPAW Negotiated Agreement to clarify the definition of "employees" for purposes of unit recognition and application of the Agreement.
2. The parties acknowledge that, following the separation of the former Association of Professional-Technical Administrators ("APTA") bargaining unit and the subsequent recognition of SPAW, the SPAW unit definition was limited to School Psychologist positions.
3. The parties acknowledge that certain positions, including Mental Health Professionals and Board Certified Behavior Analysts, share a community of interest with SPAW based on the nature of their work, specialized qualifications, student-centered service responsibilities, collaboration with school teams and student support personnel, and alignment with psychological, behavioral, mental and health services.
4. Accordingly, the parties agree to revise Article 1.2 of the SPAW Negotiated Agreement to read as follows:
   a. *"The term 'employees' as used in this Agreement shall refer to employees who are paid on a salary or wage schedule included in the appendix to this Negotiated Agreement and who are employed in classifications requiring a professional license, certification, registration, credential, or specialized qualification to perform school psychology, mental and health services, behavioral health and analysis,* and/or similar student mental or behavioral health supports, *except such employees who are excluded by NRS Chapter 288. Covered classifications may be exempt or non-exempt under FLSA standards based on the duties, compensation structure, and requirements of the applicable classification, as determined under applicable FLSA exemption criteria."*
5. The parties agree that this clarification is intended to ensure proper alignment of positions within the SPAW bargaining unit pursuant to NRS 288.170 and applicable Employee-Management Relations Board standards regarding bargaining unit determinations, based on the community of interest of the employees concerned.
6. The parties further agree that the SPAW Negotiated Agreement shall include separate salary schedules for covered classifications, including the existing School Psychologists' Salary Schedule and a newly incorporated Professional Health Services Salary Schedule, attached hereto.
7. The parties further acknowledge that School Psychologists will remain on the existing salary schedule currently included in Appendix A of the SPAW Negotiated Agreement. That salary schedule shall be identified as the School Psychologists' Salary Schedule.
8. The parties agree to incorporate an additional salary schedule into the SPAW Negotiated Agreement for covered classifications other than School Psychologists. This salary schedule shall be identified as the Professional Health Services Salary Schedule and shall apply to covered Professional Health Services classifications included in the SPAW bargaining unit, including Mental Health Professionals and Board Certified Behavior Analysts.
9. The parties agree that inclusion in the SPAW bargaining unit is not dependent upon FLSA exempt status unless otherwise required by law or applicable to the specific classification. Nothing in this Agreement shall be

construed to modify the FLSA status of any position.

10. The parties agree that this Agreement does not change the underlying duties, qualifications, licensure, certification, registration, credentialing requirements, or service expectations of any covered position unless separately approved through the appropriate process.
11. This Agreement is executed by the parties under the provisions of NRS Chapter 288, and with recognition and acknowledgement that SPAW is the recognized bargaining agent under NRS Chapter 288 for employees occupying classifications included within the SPAW bargaining unit, except those employees who are excluded by NRS Chapter 288.
12. 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

Tiffany McMaster 10/29/26
Tiffany McMaster Date
Superintendent, WCSD

SCHOOL PSYCHOLOGISTS' ASSOCIATION of WASHOE

Carissima Coulon 11/20/24
Carissima Coulon Date
President, SPAW