

SENATE BILL NO. 356—SENATORS ATKINSON, SEGERBLOM, DENIS,
SPEARMAN, PARKS; CANCELA, FORD, MANENDO AND
WOODHOUSE

MARCH 20, 2017

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to collective bargaining.
(BDR 23-1132)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
Effect on the State: No.

~

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to collective bargaining; increasing the amount of time within which the Local Government Employee-Management Relations Board must conduct a hearing relating to certain complaints; removing certain restrictions on payment of compensation or monetary benefits upon expiration of a collective bargaining agreement; revising various provisions relating to negotiations between a school district and an employee organization representing teachers or educational support personnel; repealing certain provisions governing leave for services to an employee organization and governing school administrators; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

1 Existing law: (1) generally authorizes the Local Government Employee-
2 Management Relations Board to hear and determine any complaint arising under
3 the provisions of law governing collective bargaining by a local government
4 employer, local government employee or employee organization; (2) generally
5 requires the Board to conduct a hearing within 180 days after it decides to hear a
6 complaint; and (3) requires the Board, unless waived by the parties, to hear a
7 complaint not later than 45 days after the Board decides to hear the complaint if
8 a complaint alleges that a local government employer or an employee organization
9 willfully refused to bargain collectively in good faith. (NRS 288.110) **Section 1** of
10 this bill removes the requirement for the Board to conduct a hearing not later than
11 45 days after deciding to hear the complaint for those specific circumstances.



Existing law authorizes any controversy concerning a prohibited practice relating to collective bargaining to be submitted to the Local Government Employee-Management Relations Board. (NRS 288.280) Existing law also provides that if the controversy involves an alleged failure to provide certain required information relating to the collective bargaining, the Board must conduct a hearing as soon as possible after the complaint is filed and, in any case, not later than 45 days after the Board decides to hear the complaint, unless the parties agree to waive the requirement. **Section 7** of this bill removes the provision which requires the Board to conduct such a hearing not later than 45 days after the Board decides to hear the complaint.

Existing law prohibits a local government employer, with limited exceptions, from increasing any compensation or monetary benefits paid to or on behalf of employees in the affected bargaining unit upon the end of the term stated in a collective bargaining agreement and until the successor agreement becomes effective. (NRS 288.155) **Section 3** of this bill removes this prohibition and instead authorizes collective bargaining agreements entered into between local government employers and employee organizations to remain in effect beyond the term of office of any member or officer of the local government employer.

Existing law: (1) generally requires a local government employer to engage in collective bargaining with the recognized employee organization, if any, for each bargaining unit among its employees; and (2) excludes from membership in a bargaining unit, any school administrator whose annual salary, adjusted for inflation is greater than \$120,000, thus prohibiting such a school administrator from engaging in collective bargaining with their employer. (NRS 288.170) **Section 4** of this bill removes this prohibition and instead requires employees in certain supervisory and administrative positions, including certain school administrators, to be members of a different bargaining unit from the employees they supervise.

Existing law requires an employee organization to give written notice of its desire to negotiate to the local government employer. If the subject of negotiation requires the budgeting of money by the local government employer, the notice must be given by the employee organization either: (1) on or before February 1; or (2) if the employee organization represents teachers or educational support personnel, on or before January 1. (NRS 288.180) **Section 5** of this bill removes the distinct date for the notice requirement given by an employee organization that represents teachers or educational support personnel so that the date for giving written notice to the local government employer concerning such negotiations is February 1 for all employee organizations.

Existing law requires the parties in a negotiation between a school district and an employee organization representing teachers and educational support personnel to: (1) have eight sessions of negotiation before the issues are submitted to an arbitrator; (2) select an arbitrator not later than 330 days before the end of the term stated in the existing collective bargaining agreement; and (3) schedule a hearing of not less than 3 consecutive business days. (NRS 288.217) **Section 6** of this bill: (1) removes the latter two of those three requirements; (2) decreases the required number of negotiation sessions to four sessions before the issues are submitted to an arbitrator; and (3) requires the arbitrator to hold a hearing concerning the dispute after giving 7 days' written notice to the parties and within 30 days after being selected.

Section 20 of this bill repeals provisions: (1) authorizing, under certain circumstances, a local government employer to provide leave to an employee for time spent by the employee in performing duties or providing services for an employee organization; (2) concerning the at-will status of a principal during certain periods of employment by a school district and the principal, under certain circumstances, being subject to immediate dismissal by the board of trustees of the school district; and (3) requiring certain postprobationary school administrators to



67 apply to the superintendent of the school district for reappointment to his or her
68 administrative position every 5 years.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** NRS 288.110 is hereby amended to read as follows:
2 288.110 1. The Board may make rules governing:
3 (a) Proceedings before it;
4 (b) Procedures for fact-finding;
5 (c) The recognition of employee organizations; and
6 (d) The determination of bargaining units.
7 2. The Board may hear and determine any complaint arising
8 out of the interpretation of, or performance under, the provisions of
9 this chapter by any local government employer, local government
10 employee or employee organization. ~~Except as otherwise provided~~
11 ~~in this subsection and NRS 288.280, the~~ **The** Board shall conduct a
12 hearing within 180 days after it decides to hear a complaint. ~~If a~~
13 ~~complaint alleges a violation of paragraph (c) of subsection 1 of~~
14 ~~NRS 288.270 or paragraph (b) of subsection 2 of that section, the~~
15 ~~Board shall conduct a hearing not later than 45 days after it decides~~
16 ~~to hear the complaint, unless the parties agree to waive this~~
17 ~~requirement.~~ The Board, after a hearing, if it finds that the
18 complaint is well taken, may order any person to refrain from the
19 action complained of or to restore to the party aggrieved any benefit
20 of which the party has been deprived by that action. The Board shall
21 issue its decision within 120 days after the hearing on the complaint
22 is completed.
23 3. Any party aggrieved by the failure of any person to obey an
24 order of the Board issued pursuant to subsection 2, or the Board at
25 the request of such a party, may apply to a court of competent
26 jurisdiction for a prohibitory or mandatory injunction to enforce the
27 order.
28 4. The Board may not consider any complaint or appeal filed
29 more than 6 months after the occurrence which is the subject of the
30 complaint or appeal.
31 5. The Board may decide without a hearing a contested matter:
32 (a) In which all of the legal issues have been previously decided
33 by the Board, if it adopts its previous decision or decisions as
34 precedent; or
35 (b) Upon agreement of all the parties.
36 6. The Board may award reasonable costs, which may include
37 attorneys' fees, to the prevailing party.



Sec. 2. NRS 288.150 is hereby amended to read as follows:

288.150 1. Except as otherwise provided in subsection 4 and NRS 354.6241, every local government employer shall negotiate in good faith through one or more representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached must be reduced to writing.

2. The scope of mandatory bargaining is limited to:

(a) Salary or wage rates or other forms of direct monetary compensation.

(b) Sick leave.

(c) Vacation leave.

(d) Holidays.

(e) Other paid or nonpaid leaves of absence . ~~the provisions of this chapter.~~

(f) Insurance benefits.

(g) Total hours of work required of an employee on each workday or workweek.

(h) Total number of days' work required of an employee in a work year.

(i) Except as otherwise provided in subsection 6, discharge and disciplinary procedures.

(j) Recognition clause.

(k) The method used to classify employees in the bargaining unit.

(l) Deduction of dues for the recognized employee organization.

(m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.

(n) No-strike provisions consistent with the provisions of this chapter.

(o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.

(p) General savings clauses.

(q) Duration of collective bargaining agreements.

(r) Safety of the employee.

(s) Teacher preparation time.

(t) Materials and supplies for classrooms.

(u) Except as otherwise provided in subsections 7 and 9, the policies for the transfer and reassignment of teachers.

(v) Procedures for reduction in workforce consistent with the provisions of this chapter.



(w) Procedures consistent with the provisions of subsection 4 for the reopening of collective bargaining agreements for additional, further, new or supplementary negotiations during periods of fiscal emergency.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation workload factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public; and

(4) The means and methods of offering those services.

(d) Safety of the public.

4. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to:

(a) Reopen a collective bargaining agreement for additional, further, new or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency. Negotiations must begin not later than 21 days after the local government employer notifies the employee organization that a fiscal emergency exists. For the purposes of this section, a fiscal emergency shall be deemed to exist:

(1) If the amount of revenue received by the general fund of the local government employer during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5 percent or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the local government employer pursuant to NRS 354.624; or

(2) If the local government employer has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4 percent or less of the actual expenditures from the general fund for the last preceding fiscal year,



1 and the local government employer has provided a written
2 explanation of the budgeted ending fund balance to the Department
3 of Taxation that includes the reason for the ending fund balance and
4 the manner in which the local government employer plans to
5 increase the ending fund balance.

6 (b) Take whatever actions may be necessary to carry out its
7 responsibilities in situations of emergency such as a riot, military
8 action, natural disaster or civil disorder. Those actions may include
9 the suspension of any collective bargaining agreement for the
10 duration of the emergency.

11 ➤ Any action taken under the provisions of this subsection must not
12 be construed as a failure to negotiate in good faith.

13 5. The provisions of this chapter, including without limitation
14 the provisions of this section, recognize and declare the ultimate
15 right and responsibility of the local government employer to manage
16 its operation in the most efficient manner consistent with the best
17 interests of all its citizens, its taxpayers and its employees.

18 6. If the sponsor of a charter school reconstitutes the governing
19 body of a charter school pursuant to NRS 388A.330, the new
20 governing body may terminate the employment of any teachers or
21 other employees of the charter school, and any provision of any
22 agreement negotiated pursuant to this chapter that provides
23 otherwise is unenforceable and void.

24 7. The board of trustees of a school district in which a school is
25 designated as a turnaround school pursuant to NRS 388G.400 or the
26 principal of such a school, as applicable, may take any action
27 authorized pursuant to NRS 388G.400, including, without
28 limitation:

29 (a) Reassigning any member of the staff of such a school; or

30 (b) If the staff member of another public school consents,
31 reassigning that member of the staff of the other public school to
32 such a school.

33 8. Any provision of an agreement negotiated pursuant to this
34 chapter which differs from or conflicts in any way with the
35 provisions of subsection 7 or imposes consequences on the board of
36 trustees of a school district or the principal of a school for taking
37 any action authorized pursuant to subsection 7 is unenforceable and
38 void.

39 9. The board of trustees of a school district may reassign any
40 member of the staff of a school that is converted to an achievement
41 charter school pursuant to NRS 388B.200 to 388B.230, inclusive,
42 and any provision of any agreement negotiated pursuant to this
43 chapter which provides otherwise is unenforceable and void.

44 10. This section does not preclude, but this chapter does not
45 require, the local government employer to negotiate subject matters



1 enumerated in subsection 3 which are outside the scope of
2 mandatory bargaining. The local government employer shall discuss
3 subject matters outside the scope of mandatory bargaining but it is
4 not required to negotiate those matters.

5 11. Contract provisions presently existing in signed and ratified
6 agreements as of May 15, 1975, at 12 p.m. remain negotiable.

7 12. As used in this section, "achievement charter school" has
8 the meaning ascribed to it in NRS 385.007.

9 **Sec. 3.** NRS 288.155 is hereby amended to read as follows:

10 288.155 ~~1. A collective bargaining agreement:~~

11 ~~(a) May~~ *Agreements entered into between local government*
12 *employers and employee organizations pursuant to this chapter*
13 *may* extend beyond the term of office of any member or officer of
14 the local government employer.

15 ~~(b) Expires for the purposes of this section at the end of the~~
16 ~~term stated in the agreement, notwithstanding any provision of the~~
17 ~~agreement that it remain in effect, in whole or in part, after the end~~
18 ~~of that term until a successor agreement becomes effective.~~

19 ~~2. Except as otherwise provided in subsection 3 and~~
20 ~~notwithstanding any provision of the collective bargaining~~
21 ~~agreement to the contrary, upon the expiration of a collective~~
22 ~~bargaining agreement, if no successor agreement is effective and~~
23 ~~until a successor agreement becomes effective, a local government~~
24 ~~employer shall not pay to or on behalf of any employee in the~~
25 ~~affected bargaining unit any compensation or monetary benefits in~~
26 ~~any amount greater than the amount in effect as of the expiration of~~
27 ~~the collective bargaining agreement.~~

28 ~~3. The provisions of subsection 2 do not prohibit a local~~
29 ~~government employer from paying:~~

30 ~~(a) An increase in compensation or monetary benefits during the~~
31 ~~first quarter of the next ensuing fiscal year of the local government~~
32 ~~employer after the expiration of a collective bargaining agreement;~~
33 ~~or~~

34 ~~(b) An increase in the employer's portion of the matching~~
35 ~~contribution rate for employees and employers in accordance with~~
36 ~~an adjustment in the rate of contributions pursuant to NRS 286.450.]~~

37 **Sec. 4.** NRS 288.170 is hereby amended to read as follows:

38 288.170 1. Each local government employer which has
39 recognized one or more employee organizations shall determine,
40 after consultation with the recognized organization or organizations,
41 which group or groups of its employees constitute an appropriate
42 unit or units for negotiating. The primary criterion for that
43 determination must be the community of interest among the
44 employees concerned.



1 2. A ~~school administrator whose annual salary, adjusted for~~
2 ~~inflation as provided in this subsection, is greater than \$120,000~~
3 ~~must be excluded from any bargaining unit. The annual salary~~
4 ~~provided in this subsection must be adjusted on July 1 of each year~~
5 ~~for the period beginning that day and ending on June 30 of the~~
6 ~~following year in a rounded dollar amount corresponding to the~~
7 ~~percentage of increase or decrease in the Consumer Price Index (All~~
8 ~~Items) published by the United States Department of Labor for the~~
9 ~~preceding calendar year. On April 1 of each year, the Commissioner~~
10 ~~shall determine the amount of the increase or decrease required by~~
11 ~~this subsection, establish the adjusted amount to take effect on~~
12 ~~July 1 of that year and notify each school district of the adjusted~~
13 ~~amount.] principal, assistant principal or other school~~
14 *administrator below the rank of superintendent, associate*
15 *superintendent or assistant superintendent shall not be a member*
16 *of the same bargaining unit with public school teachers unless the*
17 *school district employs fewer than five principals but may join*
18 *with other officials of the same specified ranks to negotiate as a*
19 *separate bargaining unit.*

20 3. A head of a department of a local government, an
21 administrative employee or a supervisory employee must not be a
22 member of the same bargaining unit as the employees under the
23 direction of that department head, administrative employee or
24 supervisory employee. Any dispute between the parties as to
25 whether an employee is a supervisor must be submitted to the
26 Board. An employee organization which is negotiating on behalf of
27 two or more bargaining units consisting of firefighters or police
28 officers, as defined in NRS 288.215, may select members of the
29 units to negotiate jointly on behalf of each other, even if one of the
30 units consists of supervisory employees and the other unit does not.

31 4. Confidential employees of the local government employer
32 must be excluded from any bargaining unit but are entitled to
33 participate in any plan to provide benefits for a group that is
34 administered by the bargaining unit of which they would otherwise
35 be a member.

36 5. If any employee organization is aggrieved by the
37 determination of a bargaining unit, it may appeal to the Board.
38 Subject to judicial review, the decision of the Board is binding upon
39 the local government employer and employee organizations
40 involved. The Board shall apply the same criterion as specified in
41 subsection 1.

42 6. As used in this section:

43 (a) "Confidential employee" means an employee who is
44 involved in the decisions of management affecting collective
45 bargaining.



(b) "Supervisory employee" means a supervisory employee described in paragraph (a) of subsection 1 of NRS 288.075.

Sec. 5. NRS 288.180 is hereby amended to read as follows:

288.180 1. Whenever an employee organization desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall give written notice of that desire to the local government employer. ~~Except as otherwise provided in this subsection, if~~ *If* the subject of negotiation requires the budgeting of money by the local government employer, the employee organization shall give notice on or before February 1. ~~If an employee organization representing teachers or educational support personnel desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall give the notice required by this subsection on or before January 1.~~

2. Following the notification provided for in subsection 1, the employee organization or the local government employer may request reasonable information concerning any subject matter included in the scope of mandatory bargaining which it deems necessary for and relevant to the negotiations. The information requested must be furnished without unnecessary delay. The information must be accurate, and must be presented in a form responsive to the request and in the format in which the records containing it are ordinarily kept. If the employee organization requests financial information concerning a metropolitan police department, the local government employers which form that department shall furnish the information to the employee organization.

3. The parties shall promptly commence negotiations. As the first step, the parties shall discuss the procedures to be followed if they are unable to agree on one or more issues.

4. This section does not preclude, but this chapter does not require, informal discussion between an employee organization and a local government employer of any matter which is not subject to negotiation or contract under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule.

Sec. 6. NRS 288.217 is hereby amended to read as follows:

288.217 1. The provisions of this section govern negotiations between school districts and employee organizations representing teachers and educational support personnel.

2. ~~Not later than 330 days before the end of the term stated in their collective bargaining agreement, the parties shall select an arbitrator in the manner provided in subsection 2 of NRS 288.200 to conduct a hearing in the event that an impasse is declared pursuant to subsection 3. The parties and the arbitrator shall schedule a~~



~~hearing of not less than 3 consecutive business days, to begin not later than June 10 immediately preceding the end of the term stated in the collective bargaining agreement or 60 days before the end of that term, whichever is earlier. As a condition of his or her selection, the arbitrator must agree to render a decision, if the hearing is held, within the time required by subsection 9. If the arbitrator fails or refuses to agree to any of the conditions stated in this subsection, the parties shall immediately proceed to select another arbitrator in the manner provided in subsection 2 of NRS 288.200 until an arbitrator is selected who agrees to those conditions.~~

~~3.1~~ If the parties to a negotiation pursuant to this section have failed to reach an agreement after at least ~~eight~~ **four** sessions of negotiation, either party may declare the negotiations to be at an impasse and, after 5 days' written notice is given to the other party, submit the issues remaining in dispute to ~~the~~ **an** arbitrator . ~~selected pursuant to subsection 2.~~ The arbitrator **must be selected in the manner provided in subsection 2 of NRS 288.200** and has the powers provided for fact finders in NRS 288.210.

~~4.1~~ **3.** The arbitrator shall, ~~pursuant to subsection 2.1~~ **within 30 days after the arbitrator is selected, and after 7 days' written notice is given to the parties,** hold a hearing to receive information concerning the dispute. The hearing must be held in the county in which the school district is located and the arbitrator shall arrange for a full and complete record of the hearing.

~~5.1~~ **4.** The parties to the dispute shall each pay one-half of the costs of the arbitration.

~~6.1~~ **5.** A determination of the financial ability of a school district must be based on:

(a) All existing available revenues as established by the school district and within the limitations set forth in NRS 354.6241, with due regard for the obligation of the school district to provide an education to the children residing within the district.

(b) Consideration of funding for the current year being negotiated. If the parties mutually agree to arbitrate a multi-year contract the arbitrator must consider the ability to pay over the life of the contract being negotiated or arbitrated.

➤ Once the arbitrator has determined in accordance with this subsection that there is a current financial ability to grant monetary benefits, the arbitrator shall consider, to the extent appropriate, compensation of other governmental employees, both in and out of this State.

~~7.1~~ **6.** At the recommendation of the arbitrator, the parties may, before the submission of a final offer, enter into negotiations. If the negotiations are begun, the arbitrator may adjourn the hearing



1 for a period of 3 weeks. If an agreement is reached, it must be
2 submitted to the arbitrator, who shall certify it as final and binding.

3 ~~18-~~ 7. If the parties do not enter into negotiations or do not
4 agree within ~~17~~ 30 days after the hearing held pursuant to
5 subsection ~~4-~~ 3, each of the parties shall submit a single written
6 statement containing its final offer for each of the unresolved issues.

7 ~~19-~~ 8. The arbitrator shall, within 10 days after the final offers
8 are submitted, render a decision on the basis of the criteria set forth
9 in NRS 288.200. The arbitrator shall accept one of the written
10 statements and shall report the decision to the parties. The decision
11 of the arbitrator is final and binding on the parties. Any award of the
12 arbitrator is retroactive to the expiration date of the last contract
13 between the parties.

14 ~~10-~~ 9. The decision of the arbitrator must include a
15 statement:

16 (a) Giving the arbitrator's reason for accepting the final offer
17 that is the basis of the arbitrator's award; and

18 (b) Specifying the arbitrator's estimate of the total cost of the
19 award.

20 ~~11-~~ 10. Within 45 days after the receipt of the decision from
21 the arbitrator, the board of trustees of the school district shall hold a
22 public meeting in accordance with the provisions of chapter 241 of
23 NRS. The meeting must include a discussion of:

24 (a) The issues submitted pursuant to subsection ~~13-~~ 2;

25 (b) The statement of the arbitrator pursuant to subsection ~~10-~~
26 9; and

27 (c) The overall fiscal impact of the decision which must not
28 include a discussion of the details of the decision.

29 ➔ The arbitrator must not be asked to discuss the decision during
30 the meeting.

31 ~~12-~~ 11. The superintendent of the school district shall report
32 to the board of trustees the fiscal impact of the decision. The report
33 must include, without limitation, an analysis of the impact of the
34 decision on compensation and reimbursement, funding, benefits,
35 hours, working conditions or other terms and conditions of
36 employment.

37 ~~13-~~ 12. As used in this section:

38 (a) "Educational support personnel" means all classified
39 employees of a school district, other than teachers, who are
40 represented by an employee organization.

41 (b) "Teacher" means an employee of a school district who is
42 licensed to teach in this State and who is represented by an
43 employee organization.



1 **Sec. 7.** NRS 288.280 is hereby amended to read as follows:

2 288.280 Any controversy concerning prohibited practices may
3 be submitted to the Board in the same manner and with the same
4 effect as provided in NRS 288.110, except that an alleged failure to
5 provide information as provided by NRS 288.180 must be heard and
6 determined by the Board as soon as possible after the complaint is
7 filed with the Board . ~~and, in any case, not later than 45 days after~~
8 ~~the Board decides to hear the complaint, unless the parties agree to~~
9 ~~waive this requirement.~~

10 **Sec. 8.** NRS 388A.533 is hereby amended to read as follows:

11 388A.533 1. All employees of a charter school shall be
12 deemed public employees.

13 2. The governing body of a charter school may make all
14 decisions concerning the terms and conditions of employment with
15 the charter school and any other matter relating to employment with
16 the charter school. In addition, the governing body may make all
17 employment decisions with regard to its employees pursuant to NRS
18 391.650 to ~~391.830,~~ **391.820**, inclusive, unless a collective
19 bargaining agreement entered into by the governing body pursuant
20 to chapter 288 of NRS contains separate provisions relating to the
21 discipline of licensed employees of a school.

22 3. Upon the request of the governing body of a charter school,
23 the board of trustees of a school district shall, with the permission of
24 the licensed employee who is seeking employment with the charter
25 school, transmit to the governing body a copy of the employment
26 record of the employee that is maintained by the school district. The
27 employment record must include, without limitation, each
28 evaluation of the licensed employee conducted by the school district
29 and any disciplinary action taken by the school district against the
30 licensed employee.

31 **Sec. 9.** NRS 388B.410 is hereby amended to read as follows:

32 388B.410 1. All employees of an achievement charter school
33 shall be deemed public employees and are not employees of the
34 Department.

35 2. Except as otherwise provided in a collective bargaining
36 agreement entered into by the governing body of an achievement
37 charter school pursuant to chapter 288 of NRS, the principal of an
38 achievement charter school may make:

39 (a) All decisions concerning the terms and conditions of
40 employment with the achievement charter school and any other
41 matter relating to employment with the achievement charter school;
42 and

43 (b) All employment decisions with regard to the employees of
44 the achievement charter school pursuant to NRS 391.650 to
45 ~~391.830,~~ **391.820**, inclusive.



3. Upon the request of the governing body of an achievement charter school, the board of trustees of a school district shall, with the permission of the licensed employee who is seeking employment with the achievement charter school, transmit to the governing body a copy of the employment record of the employee that is maintained by the school district. The employment record must include, without limitation, each evaluation of the licensed employee conducted by the school district and any disciplinary action taken by the school district against the licensed employee.

Sec. 10. NRS 391.650 is hereby amended to read as follows:
391.650 As used in NRS 391.650 to ~~391.830,~~ **391.820,** inclusive, unless the context otherwise requires:

1. "Administrator" means any employee who holds a license as an administrator and who is employed in that capacity by a school district.

2. "Board" means the board of trustees of the school district in which a licensed employee affected by NRS 391.650 to ~~391.830,~~ **391.820,** inclusive, is employed.

3. "Demotion" means demotion of an administrator to a position of lesser rank, responsibility or pay and does not include transfer or reassignment for purposes of an administrative reorganization.

4. "Immorality" means:

(a) An act forbidden by NRS 200.366, 200.368, 200.400, 200.508, 201.180, 201.190, 201.210, 201.220, 201.230, 201.265, 201.540, 201.560, 207.260, 453.316 to 453.336, inclusive, except an act forbidden by NRS 453.337, 453.338, 453.3385 to 453.3405, inclusive, 453.560 or 453.562; or

(b) An act forbidden by NRS 201.540 or any other sexual conduct or attempted sexual conduct with a pupil enrolled in an elementary or secondary school. As used in this paragraph, "sexual conduct" has the meaning ascribed to it in NRS 201.520.

5. "Postprobationary employee" means an administrator or a teacher who has completed the probationary period as provided in NRS 391.820 and has been given notice of reemployment. The term does not include a person who is deemed to be a probationary employee pursuant to NRS 391.730.

6. "Probationary employee" means:

(a) An administrator or a teacher who is employed for the period set forth in NRS 391.820; and

(b) A person who is deemed to be a probationary employee pursuant to NRS 391.730.

7. "Superintendent" means the superintendent of a school district or a person designated by the board or superintendent to act as superintendent during the absence of the superintendent.



8. "Teacher" means a licensed employee the majority of whose working time is devoted to the rendering of direct educational service to pupils of a school district.

Sec. 11. NRS 391.655 is hereby amended to read as follows:

391.655 1. The demotion, suspension, dismissal and nonreemployment provisions of NRS 391.650 to ~~391.830,~~ **391.820**, inclusive, do not apply to:

- (a) Substitute teachers; or
- (b) Adult education teachers.

2. The admonition, demotion, suspension, dismissal and nonreemployment provisions of NRS 391.650 to 391.800, inclusive, do not apply to:

(a) A probationary teacher. The policy for evaluations prescribed in NRS 391.685 and 391.725 applies to a probationary teacher.

~~(b) A principal described in subsection 1 of NRS 391.825 with respect to his or her employment as a principal.~~

~~—(c) A principal who is employed at will pursuant to subsection 2 of NRS 391.825.~~

~~—(d) An administrator described in subsection 2 of NRS 391.830.~~

~~—(e)~~ A new employee who is employed as a probationary administrator primarily to provide administrative services at the school level and not primarily to provide direct instructional services to pupils, regardless of whether licensed as a teacher or administrator, including, without limitation, a principal and vice principal.

~~↳ Insofar as it is consistent with the provisions of NRS 391.825 and 391.830, the~~ The policy for evaluations prescribed in NRS 391.700 and 391.725 applies to ~~any~~ **such a probationary administrator.** ~~described in this subsection.~~

3. The admonition, demotion and suspension provisions of NRS 391.650 to 391.800, inclusive, do not apply to a postprobationary teacher who is employed as a probationary administrator primarily to provide administrative services at the school level and not primarily to provide direct instructional services to pupils, regardless of whether licensed as a teacher or administrator, including, without limitation, a principal and vice principal, with respect to his or her employment in the administrative position. The policy for evaluations prescribed in NRS 391.700 and 391.725 applies to such a probationary administrator.

4. The provisions of NRS 391.650 to 391.800, inclusive, do not apply to a teacher whose employment is suspended or terminated pursuant to subsection 3 of NRS 391.120 or NRS 391.3015 for failure to maintain a license in force.



5. A licensed employee who is employed in a position fully funded by a federal or private categorical grant or to replace another licensed employee during that employee's leave of absence is employed only for the duration of the grant or leave. Such a licensed employee and licensed employees who are employed on temporary contracts for 90 school days or less, or its equivalent in a school district operating under an alternative schedule authorized pursuant to NRS 388.090, to replace licensed employees whose employment has terminated after the beginning of the school year are entitled to credit for that time in fulfilling any period of probation and during that time the provisions of NRS 391.650 to ~~391.830,~~ 391.820, inclusive, for demotion, suspension or dismissal apply to them.

Sec. 12. NRS 391.660 is hereby amended to read as follows:

391.660 Excluding the provisions of NRS 391.730, ~~391.825 and 391.830,~~ the provisions of NRS 391.650 to ~~391.830,~~ 391.820, inclusive, do not apply to a teacher, administrator or other licensed employee who has entered into a contract with the board negotiated pursuant to chapter 288 of NRS if the contract contains separate provisions relating to the board's right to dismiss or refuse to reemploy the employee ~~or~~ or demote an administrator.

Sec. 13. NRS 391.700 is hereby amended to read as follows:

391.700 ~~Except as otherwise provided in NRS 391.825 and 391.830,~~

1. Each board, following consultation with and involvement of elected representatives of administrative personnel or their designated representatives, shall develop an objective policy for the objective evaluation of administrators in narrative form. The policy must provide for the evaluation of those administrators who provide primarily administrative services at the school level and who do not provide primarily direct instructional services to pupils, regardless of whether such an administrator is licensed as a teacher or administrator, including, without limitation, a principal and a vice principal. The policy must also provide for the evaluation of those administrators at the district level who provide direct supervision of the principal of a school. The policy must comply with the statewide performance evaluation system established by the State Board pursuant to NRS 391.465. The policy may include an evaluation by the administrator, superintendent, pupils or other administrators or any combination thereof. A copy of the policy adopted by the board must be filed with the Department and made available to the Commission.

2. The person charged with the evaluation of an administrator pursuant to NRS 391.705 or 391.710 shall hold a conference with the administrator before and after each scheduled observation of the administrator during the school year.



Sec. 14. NRS 391.730 is hereby amended to read as follows:

391.730 ~~{Except as otherwise provided in NRS 391.825, a}~~ A postprobationary employee who receives an evaluation designating his or her overall performance as:

1. Minimally effective;

2. Ineffective; or

3. Minimally effective during 1 year of the 2-year consecutive period and ineffective during the other year of the period,

→ for 2 consecutive school years shall be deemed to be a probationary employee for the purposes of NRS 391.650 to ~~{391.830,}~~ 391.820, inclusive, and must serve an additional probationary period in accordance with the provisions of NRS 391.820.

Sec. 15. NRS 391.755 is hereby amended to read as follows:

391.755 1. Whenever an administrator charged with supervision of a licensed employee believes it is necessary to admonish the employee for a reason that the administrator believes may lead to demotion or dismissal or may cause the employee not to be reemployed under the provisions of NRS 391.750, the administrator shall:

(a) Except as otherwise provided in subsection 3, bring the matter to the attention of the employee involved, in writing, stating the reasons for the admonition and that it may lead to the employee's demotion, dismissal or a refusal to reemploy him or her, and make a reasonable effort to assist the employee to correct whatever appears to be the cause for the employee's potential demotion, dismissal or a potential recommendation not to reemploy him or her; and

(b) Except as otherwise provided in NRS 391.760, allow reasonable time for improvement, which must not exceed 3 months for the first admonition.

→ The admonition must include a description of the deficiencies of the teacher and the action that is necessary to correct those deficiencies.

2. An admonition issued to a licensed employee who, within the time granted for improvement, has met the standards set for the employee by the administrator who issued the admonition must be removed from the records of the employee together with all notations and indications of its having been issued. The admonition must be removed from the records of the employee not later than 3 years after it is issued.

3. An administrator need not admonish an employee pursuant to paragraph (a) of subsection 1 if his or her employment will be terminated pursuant to NRS 391.820.



4. A licensed employee is subject to immediate dismissal or a refusal to reemploy according to the procedures provided in NRS 391.650 to ~~391.830,~~ 391.820, inclusive, without the admonition required by this section, on grounds contained in paragraphs (b), (f), (g), (h), (p), (s) and (t) of subsection 1 of NRS 391.750.

Sec. 16. NRS 391.775 is hereby amended to read as follows:

391.775 ~~{Except as otherwise provided in NRS 391.825 and 391.830-}~~

1. At least 15 days before recommending to a board that it demote, dismiss or not reemploy a postprobationary employee, the superintendent shall give written notice to the employee, by registered or certified mail, of the superintendent's intention to make the recommendation.

2. The notice must:

(a) Inform the licensed employee of the grounds for the recommendation.

(b) Inform the employee that, if a written request therefor is directed to the superintendent within 10 days after receipt of the notice, the employee is entitled to a hearing before a hearing officer pursuant to NRS 391.765 to 391.800, inclusive, or if a dismissal of the employee will occur before the completion of the current school year or if the employee is deemed to be a probationary employee pursuant to NRS 391.730 and dismissal of the employee will occur before the completion of the current school year, the employee may request an expedited hearing pursuant to subsection 3.

(c) Refer to chapter 391 of NRS.

3. If a postprobationary employee or an employee who is deemed to be a probationary employee pursuant to NRS 391.730 receives notice that he or she will be dismissed before the completion of the current school year, the employee may request an expedited hearing pursuant to the Expedited Labor Arbitration Procedures established by the American Arbitration Association or its successor organization. If the employee elects to proceed under the expedited procedures, the provisions of NRS 391.770, 391.785 and 391.795 do not apply.

Sec. 17. NRS 391.820 is hereby amended to read as follows:

391.820 ~~{Except as otherwise provided in NRS 391.825-}~~

1. A probationary employee is employed on a contract basis for three 1-year periods and has no right to employment after any of the three probationary contract years.

2. The board shall notify each probationary employee in writing during the first, second and third school years of the employee's probationary period whether the employee is to be reemployed for the second or third year of the probationary period



1 or for the fourth school year as a postprobationary employee. Such
2 notice must be provided:

3 (a) On or before May 1; or

4 (b) On or before May 15 of an odd-numbered year so long as the
5 board notifies the employee of the extension by April 1.

6 3. Failure of the board to notify the probationary employee in
7 writing on or before May 1 or May 15, as applicable, in the first or
8 second year of the probationary period does not entitle the employee
9 to postprobationary status.

10 4. The employee must advise the board in writing during the
11 first, second or third year of the employee's probationary period of
12 the employee's acceptance of reemployment. Such notice must be
13 provided:

14 (a) On or before May 10 if the board provided its notice on or
15 before May 1; or

16 (b) On or before May 25 if the board provided a notice of an
17 extension pursuant to paragraph (b) of subsection 2.

18 5. If a probationary employee is assigned to a school that
19 operates all year, the board shall notify the employee in writing, in
20 the first, second and third years of the employee's probationary
21 period, no later than 45 days before his or her last day of work for
22 the year under his or her contract whether the employee is to be
23 reemployed for the second or third year of the probationary period
24 or for the fourth school year as a postprobationary employee. Failure
25 of the board to notify a probationary employee in writing within the
26 prescribed period in the first or second year of the probationary
27 period does not entitle the employee to postprobationary status. The
28 employee must advise the board in writing within 10 days after the
29 date of notification of his or her acceptance or rejection of
30 reemployment for another year. Failure to advise the board of the
31 employee's acceptance of reemployment pursuant to this subsection
32 constitutes rejection of the contract.

33 6. A probationary employee who:

34 (a) Completes a 3-year probationary period;

35 (b) Receives a designation of "highly effective" or "effective"
36 on each of his or her performance evaluations for 2 consecutive
37 school years; and

38 (c) Receives a notice of reemployment from the school district
39 in the third year of the employee's probationary period,

40 ➔ is entitled to be a postprobationary employee in the ensuing year
41 of employment.

42 7. If a probationary employee is notified that the employee will
43 not be reemployed for the school year following the 3-year
44 probationary period, his or her employment ends on the last day of
45 the current school year. The notice that the employee will not be



* S B 3 5 6 *

1 reemployed must include a statement of the reasons for that
2 decision.

3 8. A new employee who is employed as an administrator to
4 provide primarily administrative services at the school level and
5 who does not provide primarily direct instructional services to
6 pupils, regardless of whether the administrator is licensed as a
7 teacher or administrator, including, without limitation, a principal
8 and vice principal, or a postprobationary teacher who is employed as
9 an administrator to provide those administrative services shall be
10 deemed to be a probationary employee for the purposes of this
11 section and must serve a 3-year probationary period as an
12 administrator in accordance with the provisions of this section. If:

13 (a) A postprobationary teacher who is an administrator is not
14 reemployed as an administrator after any year of his or her
15 probationary period; and

16 (b) There is a position as a teacher available for the ensuing
17 school year in the school district in which the person is employed,
18 ➤ the board of trustees of the school district shall, on or before
19 May 1 or May 15, as applicable, offer the person a contract as a
20 teacher for the ensuing school year. The person may accept the
21 contract in writing on or before May 10 or May 25, as applicable. If
22 the person fails to accept the contract as a teacher, the person shall
23 be deemed to have rejected the offer of a contract as a teacher.

24 9. An administrator who has completed his or her probationary
25 period pursuant to subsection 8 and is thereafter promoted to the
26 position of principal must serve an additional probationary period of
27 ~~2 years~~ 1 year in the position of principal. If an administrator is
28 promoted to the position of principal before completion of his or her
29 probationary period pursuant to subsection 8, the administrator must
30 serve the remainder of his or her probationary period pursuant to
31 subsection 8 or an additional probationary period of ~~2 years~~ 1 year
32 in the position of principal, whichever is longer. If the administrator
33 serving the additional probationary period is not reemployed as a
34 principal after the expiration of the probationary period or additional
35 probationary period, as applicable, the board of trustees of the
36 school district in which the person is employed shall, on or before
37 May 1 or May 15, as applicable, offer the person a contract for
38 the ensuing school year for the administrative position in which the
39 person attained postprobationary status. The person may accept the
40 contract in writing on or before May 10 or May 25, as applicable. If
41 the person fails to accept such a contract, the person shall be deemed
42 to have rejected the offer of employment.

43 10. If a probationary employee receives notice that he or she
44 will be dismissed before the completion of the current school year,
45 the probationary employee may request an expedited hearing



1 pursuant to the Expedited Labor Arbitration Procedures established
2 by the American Arbitration Association or its successor
3 organization.

4 **Sec. 18.** NRS 391A.400 is hereby amended to read as follows:

5 391A.400 1. There is hereby created the Grant Fund for
6 Incentives for Licensed Educational Personnel to be administered by
7 the Department. The Department may accept gifts and grants from
8 any source for deposit in the Grant Fund.

9 2. The board of trustees of each school district shall establish a
10 program of incentive pay for licensed teachers, school
11 psychologists, school librarians, school counselors and
12 administrators employed at the school level which must be designed
13 to attract and retain those employees. The program must be
14 negotiated pursuant to chapter 288 of NRS ~~[-, insofar as the~~
15 ~~provisions of that chapter apply to those employees,]~~ and must
16 include, without limitation, the attraction and retention of:

17 (a) Licensed teachers, school psychologists, school librarians,
18 school counselors and administrators employed at the school level
19 who have been employed in that category of position for at least 5
20 years in this State or another state and who are employed in schools
21 which are at-risk, as determined by the Department pursuant to
22 subsection 8; and

23 (b) Teachers who hold a license or endorsement in the field of
24 mathematics, science, special education, English as a second
25 language or other area of need within the school district, as
26 determined by the Superintendent of Public Instruction.

27 3. A program of incentive pay established by a school district
28 must specify the type of financial incentives offered to the licensed
29 educational personnel. Money available for the program must not be
30 used to negotiate the salaries of individual employees who
31 participate in the program.

32 4. If the board of trustees of a school district wishes to receive
33 a grant of money from the Grant Fund, the board of trustees shall
34 submit to the Department an application on a form prescribed by the
35 Department. The application must include a description of the
36 program of incentive pay established by the school district.

37 5. The Superintendent of Public Instruction shall compile a list
38 of the financial incentives recommended by each school district that
39 submitted an application. On or before December 1 of each year, the
40 Superintendent shall submit the list to the Interim Finance
41 Committee for its approval of the recommended incentives.

42 6. After approval of the list of incentives by the Interim
43 Finance Committee pursuant to subsection 5 and within the limits of
44 money available in the Grant Fund, the Department shall provide
45 grants of money to each school district that submits an application



1 pursuant to subsection 4 based upon the amount of money that is
2 necessary to carry out each program. If an insufficient amount of
3 money is available to pay for each program submitted to the
4 Department, the amount of money available must be distributed pro
5 rata based upon the number of licensed employees who are
6 estimated to be eligible to participate in the program in each school
7 district that submitted an application.

8 7. An individual employee may not receive as a financial
9 incentive pursuant to a program an amount of money that is more
10 than \$3,500 per year.

11 8. The Department shall, in consultation with representatives
12 appointed by the Nevada Association of School Superintendents and
13 the Nevada Association of School Boards, develop a formula for
14 identifying at-risk schools for purposes of this section. The formula
15 must be developed on or before July 1 of each year and include,
16 without limitation, the following factors:

17 (a) The percentage of pupils who are eligible for free or
18 reduced-price lunches pursuant to 42 U.S.C. §§ 1751 et seq.;

19 (b) The transiency rate of pupils;

20 (c) The percentage of pupils who are limited English proficient;

21 (d) The percentage of pupils who have individualized education
22 programs; and

23 (e) The percentage of pupils who drop out of high school before
24 graduation.

25 9. The board of trustees of each school district that receives a
26 grant of money pursuant to this section shall evaluate the
27 effectiveness of the program for which the grant was awarded. The
28 evaluation must include, without limitation, an evaluation of
29 whether the program is effective in recruiting and retaining the
30 personnel as set forth in subsection 2. On or before December 1 of
31 each year, the board of trustees shall submit a report of its
32 evaluation to the:

33 (a) Governor;

34 (b) State Board;

35 (c) Interim Finance Committee;

36 (d) If the report is submitted in an even-numbered year, Director
37 of the Legislative Counsel Bureau for transmittal to the next regular
38 session of the Legislature; and

39 (e) Legislative Committee on Education.

40 **Sec. 19.** Insofar as they conflict with the provisions of such an
41 agreement, the amendatory provisions of this act do not apply
42 during the current term of any collective bargaining agreement
43 entered into before the effective date of this act, but do apply to any
44 extension or renewal of such an agreement and to any collective
45 bargaining agreement entered into on or after the effective date of



1 this act. For the purposes of this section, the term of a collective
2 bargaining agreement ends on the date provided in the agreement,
3 notwithstanding any provision of the agreement that it remains in
4 effect, in whole or in part, after that date until a successor agreement
5 becomes effective.

6 **Sec. 20.** NRS 288.225, 391.825 and 391.830 are hereby
7 repealed.

8 **Sec. 21.** This act becomes effective upon passage and
9 approval.

TEXT OF REPEALED SECTIONS

288.225 Employee leave for time spent performing duties or providing services for employee organization. A local government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter.

391.825 Period of at-will employment of principals; reassignment of principal; survey of teachers at certain schools required; principal subject to immediate dismissal in certain circumstances.

1. During the first 3 years of his or her employment by a school district in the position of principal, a principal is employed at-will in that position. A principal who is reassigned pursuant to this subsection is entitled to a written statement of the reason for the reassignment. If the principal was previously employed by the school district in another position and is reassigned pursuant to this section, the principal is entitled to be assigned to his or her former position at the rate of compensation provided for that position.

2. A principal who completes the probationary period provided by NRS 391.820 in the position of principal is again employed at-will if, in each of 2 consecutive school years:

(a) The rating of the school to which the principal is assigned, as determined by the Department pursuant to the statewide system of accountability for public schools, is reduced by one or more levels; and

(b) Fifty percent or more of the teachers assigned to the school request a transfer to another school.



* S B 3 5 6 *

3. If the events described in paragraphs (a) and (b) of subsection 2 occur with respect to a school for any school year, the school district shall conduct a survey of the teachers assigned to the school to evaluate conditions at the school and the reasons given by teachers who requested a transfer to another school. The results of the survey do not affect the employment status of the principal of the school.

4. A principal described in subsection 2 is subject to immediate dismissal by the board of trustees of the school district on recommendation of the superintendent and is entitled, on dismissal, to a written statement of the reasons for dismissal.

391.830 Reappointment of certain postprobationary administrators.

1. Each postprobationary administrator employed by a school district, except an administrator excluded from any bargaining unit pursuant to NRS 288.170 or a principal, must apply to the superintendent for reappointment to his or her administrative position every 5 years.

2. If an administrator is not reappointed to his or her administrative position pursuant to this section and was previously employed by the school district in another position, the administrator is entitled to be assigned to his or her former position at the rate of compensation provided for that position.

