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9 *Clark County School District*

FILED  
July 31, 2023  
State of Nevada  
E.M.R.B.  
3:57 p.m.

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY SCHOOL DISTRICT,

Petitioner,

v.

CLARK COUNTY EDUCATION  
ASSOCIATION,

Respondent.

CASE NO.: 2023- 020

**CLARK COUNTY SCHOOL  
DISTRICT'S PETITION TO  
WITHDRAW RECOGNITION OF  
CLARK COUNTY EDUCATION  
ASSOCIATION**

CLARK COUNTY SCHOOL DISTRICT, (“the District” or “CCSD”), by and through its counsel of record, Crystal J. Herrera, Esq., Senior Assistant General Counsel for the Clark County School District, and for its petition to withdraw recognition of CLARK COUNTY EDUCATION ASSOCIATION (“CCEA”) pursuant to NRS 288.160, alleges as follows:

**PARTIES**

1. At all material times hereto, Complainant Clark County School District (“District”) was a local government employer within the meaning of NRS 288.060.

2. At all material times hereto, Respondent Clark County Education Association (“CCEA”) was the exclusive bargaining agent for licensed personnel employed by the District, excluding the Superintendent and employees paid on the Unified Administrative Salary Schedule, and claimed to be an employee organization within the meaning of NRS 288.040.

...

...

1 **FACTUAL ALLEGATIONS**

2 1. The District, through its Board of School Trustees, and CCEA have entered into a  
3 written negotiated agreement (“Agreement”).

4 2. The Agreement was effective during the 2021-2022 and 2022-2023 school years,  
5 and the Agreement remains in effect until a successor agreement is negotiated between the parties.

6 3. The Agreement includes a recognition provision under Article 2-2 that states:

7 It is acknowledged and understood by the parties hereto that  
8 recognition was and is granted in accordance with NRS 288.  
9 Recognition is granted only so long as the Association complies  
10 with the provisions of NRS 288, and it may only be withdrawn  
11 during the term of this Agreement in accordance with NRS 288.

12 4. On or about January 9, 2023, John Vellardita, Executive Director of CCEA, sent the  
13 District a letter informing it of CCEA’s intent to bargain a successor to the Agreement.

14 5. The Parties have engaged in five negotiation sessions, the first of which was held on  
15 March 30, 2023.

16 6. Since on or about July 12, 2023, CCEA members planned an “emergency” meeting  
17 for July 29, 2023 “to determine what action to take if there is not a contract in place before the  
18 school year starts.”<sup>1</sup>

19 7. As represented by Vellardita, “we’ve been told and been directed by our  
20 membership that, you know, there’s not going to be a school year without a contract.”<sup>2</sup>

21 8. The Parties met on July 27 and 28, 2023 for bargaining sessions, but were unable to  
22 agree on the terms of a successor agreement.

23 9. CCEA held its proclaimed emergency meeting on July 29, 2023 and held a press  
24 conference thereafter where Vellardita stated:

25 ...

26 <sup>1</sup> <https://www.ktnv.com/news/clark-county-school-district-claims-union-negotiations-will-impact-start-end-times-at-47-schools> (Last visited July 20, 2023).

27 <sup>2</sup> <https://kevinwallradio.com/radio-shows/kmzq-670am-kevin-wall-radio-07-12-2023-hour-1-1/> at  
28 18:10-19:00.

1 So this is where we are at and this is what our membership decided  
2 today. If we do not have an agreement with the School District by  
3 August 26<sup>th</sup>, our organization and our members will be taking a  
4 vote to engage in work actions and those work actions that we will  
5 have to take will not be District-wide, initially; they will be what  
6 we call selective engagement. We will target a Trustee's district at  
7 a time. Evelyn Garcia-Morales', the President of the Trustees,  
8 district could be the first district, where the schools there, where if  
9 we don't have a contract by then, it could very well be that those  
10 schools are the schools that engage in a work action.<sup>3</sup>

11  
12 10. When a reporter asked, "Does work action mean strike?" Vellardita responded,  
13 "We are calling it work action today." CCEA members and officers erupted in laughter, cheered,  
14 and plainly validated a threat to engage in conduct amounting to a strike.<sup>4</sup>

### 15 **LEGAL ARGUMENT**

16 11. The EMRB has jurisdiction over matters which fall under Chapter 288 of the  
17 Nevada Revised Statutes including NRS 288.160.

18 12. Since 1969, it has been codified as fact that:

19 (a) That the services provided by the State and local government employers are of  
20 such nature that they are not and cannot be duplicated from other sources and are essential to the  
21 health, safety and welfare of the people of the State of Nevada;

22 (b) That the continuity of such services is likewise essential, and their disruption  
23 incompatible with the responsibility of the State to its people; and

24 (c) That every person who enters or remains in the employment of the State or a  
25 local government employer accepts the facts stated in paragraphs (a) and (b) as an essential  
26 condition of the person's employment. NRS 288.700(1).

27 13. Therefore, the Legislature declared it to be the public policy of the State of Nevada  
28 that strikes against the State or any local government employer are illegal. NRS 288.700(2).

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29 <sup>3</sup> <https://www.fox5vegas.com/2023/07/29/clark-county-education-association-holds-emergency-meeting-contract-negotiations-continue-with-ccsd/> at 21:30-22:31.

<sup>4</sup> *Id.* at 23:53-24:17.

1           14.     Consistently, one of the requirements for an employee organization to apply to a  
2 local government employer for recognition is “a pledge in writing not to strike against the local  
3 government under any circumstances.” NRS 288.160(1)(c).

4           15.     A local government employer cannot “recognize as representative of its employees  
5 any employee organization which has not adopted, in a manner valid under its own rules, the  
6 pledge required by paragraph (c).” NRS 288.160(1).

7           16.     “A local government employer may withdraw recognition from an employee  
8 organization which...disavows its pledge not to strike against the local government employer  
9 under any circumstances...if it first receives the written permission of the Board.” NRS  
10 288.160(3)(b).

11          17.     A strike is defined as any concerted:

12                 1.     Stoppage of work, slowdown or interruption of operations by employees of the  
13 State of Nevada or local government employees;

14                 2.     Absence from work by employees of the State of Nevada or local government  
15 employees upon any pretext or excuse, such as illness, which is not founded in fact; or

16                 3.     Interruption of the operations of the State of Nevada or any local government  
17 employer by any employee organization or labor organization. NRS 288.074.

18          18.     CCEA’s representations since July 12, 2023 demonstrate a flagrant disregard of the  
19 public policy of the State of Nevada prohibiting strikes against the District and its pledge not to  
20 strike.

21          19.     CCEA has affirmed a threat to engage in conduct amounting to a strike through  
22 transparent “work actions” and disavowed its pledge not to strike against the District.

23          20.     In light of CCEA’s actions, the District requests permission to withdraw recognition  
24 of CCEA as the exclusive bargaining agent for licensed personnel under NRS 288.160(3).

25     ...

26     ...

27     ...

28     ...



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 31<sup>st</sup> day of July, 2023, I sent the foregoing **CLARK COUNTY**  
3 **SCHOOL DISTRICT'S PETITION TO WITHDRAW RECOGNITION OF CLARK**  
4 **COUNTY EDUCATION ASSOCIATION** by certified mail addressed as follows:

5 Clark County Education Association  
6 c/o Steven Sorensen, General Counsel  
7 4230 McLeod Drive  
8 Las Vegas, NV 89121

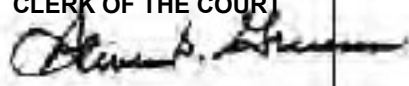
9 Clark County Association of School Administrators  
10 and Professional-technical Employees (CCASAPE)  
11 4055 South Spencer Street, Suite 230  
12 Las Vegas, NV 89119

13 Education Support Employees Association (ESEA)  
14 3511 East Harmon Avenue  
15 Las Vegas, NV 89121

16 Police Administrators Association of the  
17 Clark County School District (PAA)  
18 120 Corporate Park Drive  
19 Henderson, NV 89074

20 Police Officers Association of the  
21 Clark County School District (POA)  
22 145 Panama Street  
23 Henderson, NV 89015

24 /s/ Elsa C. Peña  
25 An employee of the Office of the General  
26 Counsel, Clark County School District  
27  
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CASE NO: ~~A2387493C~~  
Department 8

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*Attorneys for Plaintiff  
Clark County School District*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CLARK COUNTY SCHOOL DISTRICT,  
  
Plaintiff,

v.

CLARK COUNTY EDUCATION  
ASSOCIATION; MARIE NEISESS, in her  
capacity as President of the Clark County  
Education Association; JAMES FRAZEE, in  
his capacity as Vice President of the Clark  
County Education Association; JOHN  
VELLARDITA, in his capacity as Executive  
Director of the Clark County Education  
Association; and DOES 1-10, inclusive,

Defendants.

CASE NO.:  
DEPT. NO.:

**CLARK COUNTY SCHOOL  
DISTRICT'S COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

Arbitration Exemption Claimed: Action  
Seeking Equitable or Extraordinary Relief

1  
2 Plaintiff CLARK COUNTY SCHOOL DISTRICT, (“the District” or “Plaintiff”), by and  
3 through its counsel of record, Crystal J. Herrera, Esq., Senior Assistant General Counsel for the  
4 Clark County School District and Littler Mendelson, P.C., brings this action in the public interest  
5 and alleges as follows:

6 **PARTIES**

7 1. Plaintiff Clark County School District is and at all times mentioned herein was, a  
8 political subdivision of the State of Nevada whose purpose is to administer the state system of  
9 public education in Clark County, Nevada.

10 2. Defendant Clark County Education Association (hereinafter “CCEA”) is, and at all  
11 times mentioned herein was, a labor organization doing business in Clark County, Nevada and the  
12 exclusive representative of all licensed personnel (defined as “Teachers” within the applicable  
13 negotiated agreement (“Agreement”) between the District and CCEA) employed or to be employed  
14 by the District.

15 3. Defendant Marie Neisess (“Neisess”) is the President of CCEA. Upon information  
16 and belief, Neisess is a resident of Clark County, Nevada.

17 4. Defendant James Frazee (“Frazee”) is the Vice President of CCEA. Upon  
18 information and belief, Frazee is a resident of Clark County, Nevada.

19 5. Defendant John Vellardita (“Vellardita”) is the Executive Director of CCEA. Upon  
20 information and belief, Vellardita is a resident of Clark County, Nevada.

21 6. The true names of Defendants named herein as DOES 1-10 inclusive are unknown  
22 to the District; therefore, the District sues said Defendants by such fictitious names. The District  
23 will request leave to amend this Complaint to show the true names and capacities of each DOE  
24 Defendant at such time as the same has been ascertained.

25 **JURISDICTION AND VENUE**

26 7. Jurisdiction is proper in this Court because this is a complaint seeking declaratory  
27 and equitable relief by a government employer pursuant to NRS 288.700, et seq., and involves  
28



1 parties that are residents or citizens of the State of Nevada, and/or are authorized and in fact do  
2 transact substantial business in the State of Nevada.

3 8. Venue is proper in this Court as to all Parties because they reside or conduct  
4 business in Clark County, Nevada.

5 **FACTUAL ALLEGATIONS**

6 9. The Nevada Legislative finds as facts the following:

7 a. That the services provided by the State and local government are of such  
8 nature that they are not and cannot be duplicated from other sources and are essential to the health,  
9 safety, and welfare of the people of the State of Nevada;

10 b. That the continuity of such services is likewise essential, and their disruption  
11 is incompatible with the responsibility of the State to its people; and

12 c. That every person who enters into or remains in the employment of the State  
13 or local government employer accepts the facts stated in paragraphs (a) and (b) as essential  
14 conditions of the person's employment. NRS 288.700(1)(a-c).

15 10. For the reasons stated in paragraph 9, the Nevada Legislature "therefore declares it  
16 to be the public policy of the State of Nevada that strikes against the State or any local government  
17 employer are illegal." NRS 288.700(2).<sup>1</sup>

18 11. The District, through its Board of Trustees, and CCEA have entered into a written  
19 negotiated agreement ("Agreement").

20 12. The Agreement was effective during the 2021-2022 and 2022-2023 school years,  
21 and the Agreement remains in effect until a new agreement is negotiated between the parties.

22 13. The District and CCEA are currently negotiating the successor agreement.

23  
24 

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<sup>1</sup> The Nevada Legislature broadly defined "strike" in NRS 288.074, to include any:

- 25 1. Stoppage of work, slowdown or interruption of operations by employees of the  
26 State of Nevada or other government employees;  
27 2. Absence from work by employees of the State of Nevada or local government  
28 employees upon any pretext or excuse, such as illness, which is not founded in fact;  
or  
3. Interruption of the operations of the State of Nevada or any local government  
employer by an employee organization or labor organization.

1           14.     Since at least July 12, 2023, CCEA members planned to meet on July 29, 2023, “to  
2 determine what action to take if there is not a contract in place before the school year starts.”<sup>2</sup>

3           15.     On July 12, 2023, Vellardita was interviewed by Kevin Wall on KMZQ 670AM. In  
4 response to Mr. Wall’s question as to whether CCEA would strike if they did not have a contract,  
5 Mr. Vellardita replied, “Well on July 29<sup>th</sup> there’ll be some major decisions that our membership will  
6 make. And I’m not going to speak in advance of that, but if you want to check in with me after July  
7 29<sup>th</sup>, I’m sure I’ll be able to answer that question.”<sup>3</sup>

8           16.     During the interview by Mr. Wall, Mr. Vellardita also said, “Yeah, we’ve had a  
9 couple meaningful sessions with them [CCSD], and when I say meaningful, there’s been a  
10 discussion, but there’s no agreement on anything. We’re scheduled to have two more sessions at the  
11 end of July. We have a large meeting on July 29<sup>th</sup> after those sessions. We expect several thousand  
12 teachers to show up and we’re going to report where we’re at. Kevin, I got to tell you, this is really  
13 serious because we’ve been told and been directed by our membership that, you know, there’s not  
14 going to be a school year without a contract. These teachers have to be paid. So we’re actually  
15 closely at a crossroads in this struggle with the School District and it’s fast approaching.”<sup>4</sup>

16           17.     On July 18, 2023, CCSD Superintendent Jesus Jara sent an email to licensed staff to  
17 explain the District’s proposal in negotiations for a one-time look back to accurately place licensed  
18 personnel on a salary schedule commensurate with their experience and education. Christopher  
19 Percy, a licensed teacher and CCEA member, responded to the email and forwarded his response to  
20 other administrators, “We WILL have a contract, or you’ll be opening schools alone.”

21           18.     On July 18, 2023, CCEA members protested the “Java with Jara” event.<sup>5</sup> “Java with  
22 Jara” involved Superintendent Jesus Jara meeting with parents, teachers, support staff, and other  
23 members of the community to discuss education issues and recent legislation.<sup>6</sup>

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25           <sup>2</sup> [https://www.ktnv.com/news/clark-county-school-district-claims-union-negotiations-will-impact-  
26 start-end-times-at-47-schools](https://www.ktnv.com/news/clark-county-school-district-claims-union-negotiations-will-impact-start-end-times-at-47-schools) (Last visited July 20, 2023).

27           <sup>3</sup> [https://kevinwallradio.com/radio-shows/kmzq-670am-kevin-wall-radio-07-12-2023-hour-1-1/  
28 \(Last visited July 24, 2023\) at 27:18-27:49.](https://kevinwallradio.com/radio-shows/kmzq-670am-kevin-wall-radio-07-12-2023-hour-1-1/)

<sup>4</sup> *Id.* at 18:10-19:00

<sup>5</sup> [https://news3lv.com/news/local/ccsd-officials-cancel-java-with-jara-event-over-teachers-union-  
protests](https://news3lv.com/news/local/ccsd-officials-cancel-java-with-jara-event-over-teachers-union-protests) (Last visited July 26, 2023).

1           19.     On July 19, 2023, CCEA again planned to protest the “Java with Jara” event; CCEA  
2 Treasurer Kenneth Belknap retweeted CCEA’s tweet about the protest, saying “We get the contract  
3 we are willing to fight for, see you all on the picket line.” The July 19<sup>th</sup> “Java with Jara” event was  
4 cancelled due to the threat of CCEA’s protests.

5           20.     On July 20, 2023, KTNV13 Las Vegas reported that Joe Moeller interviewed John  
6 Vellardita prior to the protests at the “Java with Jara” events, and asked if a strike was possible, to  
7 which Vellardita replied, nothing is off the table.<sup>7</sup>

8           21.     An X user, formerly known as Twitter, with the handle @NevadaDaze tweeted,  
9 “Hearing rumors of a @ClarkCountySch strike. Would like to ask the @cceanv how much their  
10 strike assistance pay is for members.” On July 21, 2023, X user @SnarkyGenerally replied to  
11 @NevadaDaze’s tweet, saying “For everyone saying it’s illegal, YES WE TEACHERS KNOW.  
12 But at this point WE DON’T CARE! Several others [sic] states with no strike laws had teacher  
13 strikes, we can too.”

14           22.     On July 29, 2023, CCEA met with its membership. After the meeting, a press  
15 conference was held. Defendants Neisess, Frazee, Vellardita and others spoke at the press  
16 conference.

17           23.     During the press conference, Vellardita stated the following:

18           “So this is where we are at and this is what our membership decided today. If we  
19 do not have an agreement with the School District by August 26<sup>th</sup>, our  
20 organization and our members will be taking a vote to engage in work actions and  
21 those work actions that we will have to take will not be District-wide, initially;  
22 they will be what we call selective engagement. We will target a Trustee’s district  
23 at a time. Evelyn Garcia-Morales, the President of the Trustees, district could be  
24 the first district, where the schools there...where if we don’t have a contract by  
25 then, it could very well be that those schools are the schools that engage in a work  
26 action.”<sup>8</sup>

27           ...

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28           <sup>6</sup> *Id.*

<sup>7</sup> <https://www.ktnv.com/news/education/teacher-union-protests-ccsd-backlash-has-parents-worrying-about-student-education> (Last visited July 21, 2023)

<sup>8</sup> <https://www.fox5vegas.com/2023/07/29/clark-county-education-association-holds-emergency-meeting-contract-negotiations-continue-with-ccsd/> (Last visited July 30, 2023) at 21:30-22:31;  
[https://www.facebook.com/watch/live/?ref=watch\\_permalink&v=991793755468484](https://www.facebook.com/watch/live/?ref=watch_permalink&v=991793755468484) (Last visited July 30, 2023) at 21:30-22:31.

1 “So on June 17th ... members of CCEA gathered and they took a position that if  
2 there was no contract in place, there would be no school year. That was on June  
3 17<sup>th</sup>. Today we affirm that course of action and essentially said that if there is no  
4 contract in place by August 26<sup>th</sup>, we will have another membership meeting and  
5 decide, in that meeting, the course of action we’ll take on whether or not there  
6 will be schools.”<sup>9</sup>

7 24. When a reporter asked if work action meant a strike, Vellardita responded, “We  
8 are calling it a work action today.” CCEA members and officers can be seen and heard erupting in  
9 laughter and cheer in response to Vellardita’s use of the term “work action”.<sup>10</sup>

10 25. Vellardita then went on to state: “So for all the parents in the community out there,  
11 when school starts on August 7<sup>th</sup>, our educators will be in those classrooms. The District, then will  
12 see a clock ticking. And every day that goes by, that clock ticks, we get closer to August 26<sup>th</sup>. Our  
13 outlook is to have a ratification meeting with a new contract on August 26<sup>th</sup>, but our membership  
14 was clear today that if we don’t, we will then engage in our plan of action.”<sup>11</sup> Accordingly, based  
15 on Defendants’ threats, actions amounting to a strike are imminent.

16 26. The District will be severely prejudiced by a strike and hundreds of thousands of  
17 children and their families will be impacted.

18 27. Pursuant to NRS 288.705, the District is entitled to injunctive relief.

19 **FIRST CLAIM FOR RELIEF**

20 **DECLARATORY RELIEF – VIOLATION OF NRS 288.700**

21 **AND REQUEST FOR INJUNCTIVE RELIEF UNDER NRS 288.705**

22 28. The District realleges and incorporates by reference each and every allegation  
23 contained in paragraphs 1 through 27 of this Complaint as though fully set forth herein.

24 29. NRS 288.700 expressly states that strikes against any local government employer  
25 are illegal.

26 30. The District is a political subdivision of the State of Nevada and thus qualifies as a  
27 local government employer under NRS 288.700.

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28 <sup>9</sup> *Id.* at 23:16-23:53.  
<sup>10</sup> *Id.* at 23:53-24:17.  
<sup>11</sup> *Id.* at 25:30-26:13.



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4. For an award to Plaintiff of its costs and attorneys' fees;

5. For such other and further award and relief that the Court may deem just and proper, including any penalties under NRS 288.710.

DATED this 31<sup>st</sup> day of July, 2023.

CLARK COUNTY SCHOOL DISTRICT

By: */s/ Ethan D. Thomas* \_\_\_\_\_

ETHAN D. THOMAS, ESQ.

ANDREW S. CLARK, ESQ.

LITTLER MENDELSON, P.C.

CRYSTAL J. HERRERA, ESQ.

OFFICE OF THE GENERAL COUNSEL

CLARK COUNTY SCHOOL DISTRICT

*Attorneys for Plaintiff*

*Clark County School District*

## Conti, Joanne

---

**From:** no-reply@efilingmail.tylertech.cloud  
**Sent:** Monday, July 31, 2023 3:28 PM  
**To:** Thomas, Ethan  
**Subject:** Filing Accepted for Case: A-23-874996-C; Clark County School District, Plaintiff(s)vs. Clark County Education Association, Defendant(s); Envelope Number: 12229862

## Filing Accepted

Envelope Number: 12229862

Case Number: A-23-874996-C

Case Style: Clark County School District,  
Plaintiff(s)

vs.

Clark County Education Association,  
Defendant(s)



The filing below was accepted through the eFiling system. You may access the file stamped copy of the document filed by clicking on the below link.

Filing Details	
<b>Court</b>	Clark District Criminal/Civil
<b>Case Number</b>	A-23-874996-C
<b>Case Style</b>	Clark County School District, Plaintiff(s) vs. Clark County Education Association, Defendant(s)
<b>Date/Time Submitted</b>	7/31/2023 3:23 PM PST
<b>Date/Time Accepted</b>	7/31/2023 3:26 PM PST
<b>Accepted Comments</b>	Auto Review Accepted
<b>Filing Type</b>	Complaint - COMP (CIV)
<b>Filing Description</b>	Clark County School District's Complaint for Declaratory and Injunctive Relief
<b>Activity Requested</b>	EFile
<b>Filed By</b>	Ethan Thomas
<b>Filing Attorney</b>	Ethan Thomas

Document Details	
<b>Lead Document</b>	Complaint for Declaratory and Injunctive Relief (Strike).pdf
<b>Lead Document Page Count</b>	8
<b>File Stamped Copy</b>	<a href="#">Download Document</a>

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CLARK COUNTY SCHOOL DISTRICT,  
  
Plaintiff,  
  
v.  
  
CLARK COUNTY EDUCATION  
ASSOCIATION; MARIE NEISESS, in her  
capacity as President of the Clark County  
Education Association; JAMES FRAZEE, in  
his capacity as Vice President of the Clark  
County Education Association; JOHN  
VELLARDITA, in his capacity as Executive  
Director of the Clark County Education  
Association; and DOES 1-10, inclusive,  
  
Defendants.

CASE NO.: A-23-874996-C  
DEPT. NO.: 8

**CLARK COUNTY SCHOOL  
DISTRICT'S EMERGENCY MOTION  
FOR TEMPORARY RESTRAINING  
ORDER AND PRELIMINARY  
INJUNCTION ON ORDER  
SHORTENING TIME**

HEARING REQUESTED

1 CLARK COUNTY SCHOOL DISTRICT, (“the District” or “CCSD”), by and through its  
2 counsel of record, respectfully moves this Court to issue a Temporary Restraining Order and  
3 Preliminary Injunction against Defendants. This Motion is made and based upon the accompanying  
4 Memorandum of Points and Authorities, the declarations and exhibits attached hereto, the  
5 pleadings and papers on file herein, as well as any oral argument that this Court may entertain. The  
6 District requests that after the granting of the Temporary Restraining Order (“TRO”), the Motion  
7 for Preliminary Injunction be set for hearing on Order Shortening Time pursuant to EDCR 2.26 and  
8 the below declaration of Ethan D. Thomas, Esq.

9 As stated more thoroughly in the accompanying Memorandum of Points and Authorities in  
10 support of Plaintiff’s Emergency Motion for Temporary Restraining Order and Preliminary  
11 Injunction on Order Shortening Time, the specific facts show that immediate and irreparable harm  
12 will result if a TRO and preliminary injunction are not granted. Defendants have publicly,  
13 indisputably, and flagrantly shown contempt for the law by threatening to commence an unlawful  
14 teacher strike on or soon after August 26, 2023. Although Defendants characterize the impending  
15 work stoppage as a “work action,” there can be no doubt that Defendants intend to encourage and  
16 facilitate a strike or other work stoppage in violation of NRS 288.074 and 288.700. A strike will  
17 significantly and irreparably harm the District and the safety, health, well-being, and educational  
18 rights of children in the State of Nevada, which is why the Legislature has declared as a matter of  
19 law that strikes against the District are illegal and has mandated the Court to enjoin such strikes  
20 from occurring. Accordingly, the District requests relief as set forth below.

21 **MEMORANDUM OF POINTS AND AUTHORITIES REGARDING ORDER**

22 **SHORTENING TIME**

23 EDCR 2.26 provides for ex parte relief to shorten time.

24 Ex parte motions to shorten time may not be granted except upon an unsworn  
25 declaration under penalty of perjury or affidavit of counsel or a self-represented  
26 litigant describing the circumstances claimed to constitute good cause and justify  
27 shortening of time. If a motion to shorten time is granted, it must be served upon all  
parties promptly. An order that shortens the notice of a hearing to less than 14 days  
may not be served by mail. In no event may the notice of the hearing of a motion be  
shortened to less than 1 day.

28 EDCR 2.26

1 As demonstrated by the Declaration of Ethan D. Thomas, Esq., good cause exists, which  
2 justifies an Order Shortening Time concerning the hearing of the Motion. This case involves a  
3 threat by Clark County Education Association (“CCEA”) and its officers to commence an unlawful  
4 “work action,” up to and including a teacher strike in the imminent future. If the Court hears this  
5 Motion on a shortened schedule, it is likely it will be able to issue an order and provide certainty  
6 on this issue before a strike commences. If the matter is heard in the ordinary course, a strike will  
7 commence prior to a decision by the Court that will significantly and irreparably impact the  
8 District and the safety, health, well-being and education rights of children in the State of Nevada.  
9 Accordingly, the District respectfully requests that the time for a hearing date be shortened.

10 **DECLARATION OF ETHAN D. THOMAS, ESQ.**

11 I, Ethan D. Thomas, declare under penalty of perjury under the law of the State of Nevada  
12 that the following assertions in this declaration are true and correct and based on my personal  
13 knowledge unless otherwise stated.

14 1. I am a Shareholder with the firm Littler Mendelson, P.C. and counsel for the  
15 Plaintiff in the above-captioned case. I make this declaration in support of Plaintiff’s Emergency  
16 Motion for Temporary Restraining Order and Preliminary Injunction on Order Shortening Time.

17 2. The issue at the center of the Motion is Defendants’ threat to commence an  
18 unlawful “work action,” including a teacher strike on or soon after August 26, 2023.

19 3. Based on my review of this matter, if the Court hears this Motion on a shortened  
20 schedule, it is likely it will be able to issue an order and provide certainty on this issue before a  
21 strike commences. If the matter is heard in the ordinary course, based on CCEA’s threats, a strike  
22 will commence prior to a decision by the Court that will significantly and irreparably impact the  
23 District and the safety, health, well-being, and educational rights of children in the State of  
24 Nevada.

25 4. This application is made in good faith and not merely for delay.

26 5. Plaintiff respectfully requests that the Court set the Motion for hearing on the  
27 earliest available date the Court’s calendar permits.  
28

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Dated this 31<sup>st</sup> day of July 2023.

3  
4   
Ethan D. Thomas, Esq.

5 **ORDER SHORTENING TIME**

6 Plaintiff having filed a request to shorten time and good cause appearing,

7 IT IS HEREBY ORDERED that the Defendants will have up to and including  
8 August 8,, 2023 to file and serve their Opposition. Plaintiff will have up to and  
9 including August 15, 2023 to file a Reply in Support of the Motion.

10 IT IS FURTHER ORDERED that the EMERGENCY MOTION FOR TEMPORARY  
11 RESTRAINING ORDER AND PRELIMINARY INJUNCTION shall be heard on shortened time  
12 on the 22nd day of August, 2023 at 8:00 am. before the above-entitled Court.

13 IT IS SO ORDERED.

14 Dated: \_\_\_\_\_

15 Dated this 1st day of August, 2023

16   
17 \_\_\_\_\_  
DISTRICT COURT JUDGE

18 Respectfully Submitted by:

19 

20 ETHAN D. THOMAS, ESQ.  
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28 Clark County School District

53A 900 B4A7 2B43  
Jessica K. Peterson  
District Court Judge

1 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR**  
2 **TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

3 **I. Introduction**

4 This is an action concerning Defendants’ thinly veiled threat to violate NRS 288.700 and  
5 commence an unlawful teacher strike in the imminent future – to wit, on or soon after August 26,  
6 2023. The Nevada Legislature has expressly declared:

- 7 (a) That the services provided by the State and local government employers are  
8 of such nature that they are not and cannot be duplicated from other sources and  
9 are essential to the health, safety and welfare of the people of the State of Nevada;  
10 (b) That the continuity of such services is likewise essential, and their disruption  
11 incompatible with the responsibility of the State to its people; and  
12 (c) That every person who enters or remains in the employment of the State or a  
13 local government employer accepts the facts stated in paragraphs (a) and (b) as an  
14 essential condition of the person’s employment.

15 NRS 288.700(1)(a-c).

16 For these reasons, “it is the public policy of the State of Nevada that strikes against the State or  
17 any local government employer are illegal.” NRS 288.700(2). There is no question that  
18 Defendants have publicly and unequivocally threatened an imminent teacher strike of indefinite  
19 duration, and whose members have indicated that they know such action is illegal, but simply  
20 don’t care. Thus, pursuant to NRS 288.705(2), this Court must enjoin the commencement of  
21 CCEA’s threatened strike. Unless the Court issues an Order enjoining this strike, there will be a  
22 reduction in essential public services, causing a total breakdown in the quality and continuity of  
23 students’ education.

24 Accordingly, the District requests the Court:

- 25 1. Enjoin CCEA, Marie Neissess, James Frazee, and John Vellardita (collectively  
26 “Defendants”) from requesting, encouraging, condoning, or ratifying any strike or partial  
27 or full work stoppage, as defined in NRS 288.074, and mandate that they communicate the  
28 strike cancellation to CCEA members and inform their members of the Court’s Order;
2. Enjoin Defendants and the members of CCEA from engaging in any strike or partial or  
full work stoppage, as defined in NRS 288.074.

1           **II. Relevant Facts**

2                   **a. The Parties**

3           The District is the fifth largest school district in the country. It employs more than 18,000  
4 licensed educators, and more than 300,000 students are enrolled in the District’s schools. CCEA is  
5 the exclusive bargaining agent of all licensed personnel employed or to be employed by the  
6 District. The District, through its Board of Trustees, and CCEA entered into a written negotiated  
7 agreement (“Agreement”) effective during the 2021-2022 and 2022-2023 school year, which  
8 governs the terms and conditions of employment of the licensed professionals of the District. The  
9 Agreement remains in effect until a new agreement is negotiated between the parties. Exhibit 1  
10 (Declaration of Ethan D. Thomas); Exhibit 2 (Negotiated Agreement).

11                   **b. CCEA’s Unlawful Strike Threat**

12           Despite the clear and unambiguous language of NRS 288.700<sup>1</sup>, since at least July 12, 2023,  
13 CCEA members planned to meet on July 29, 2023 “to determine what action to take if there is not  
14 a contract in place before the school year starts.”<sup>2</sup> On July 12, 2023, CCEA Executive Director  
15 John Vellardita was interviewed by Kevin Wall on KMZQ 670AM and was questioned on whether  
16 CCEA would strike if they did not have a successor contract with CCSD by the start of the 2023-  
17 2024 school year. Mr. Vellardita replied, “Well on July 29<sup>th</sup> there’ll be some major decisions that  
18 our membership will make. And I’m not going to speak in advance of that, but if you want to  
19 check in with me after July 29<sup>th</sup>, I’m sure I’ll be able to answer that question.”<sup>3</sup> During the  
20 interview, Mr. Vellardita also said, “Yeah, we’ve had a couple meaningful sessions with them  
21 [CCSD], and when I say meaningful, there’s been a discussion, but there’s no agreement on  
22 anything. We’re scheduled to have two more sessions at the end of July. We have a large meeting  
23 on July 29<sup>th</sup> after those sessions. We expect several thousand teachers to show up and we’re going

---

24  
25 <sup>1</sup> In addition to the statutory prohibition on strikes against the District, Article 23-1 of the  
26 Agreement states: “It is hereby agreed by the Association [CCEA] that there will be no strikes,  
27 stoppages of work, no slowdown of the operations of the School District during the term of this  
28 Agreement.” Exhibit 2.

<sup>2</sup> <https://www.ktnv.com/news/clark-county-school-district-claims-union-negotiations-will-impact-start-end-times-at-47-schools> (Last visited July 20, 2023).

<sup>3</sup> <https://kevinwallradio.com/radio-shows/kmzq-670am-kevin-wall-radio-07-12-2023-hour-1-1/>  
(Last visited July 24, 2023) at 27:18-27:49.

1 to report where we're at. Kevin, I got to tell you, this is really serious because we've been told and  
2 been directed by our membership that, you know, *there's not going to be a school year without a*  
3 *contract*. These teachers have to be paid. So we're actually closely at a crossroads in this struggle  
4 with the School District and it's fast approaching."<sup>4</sup>

5 On July 18, 2023, CCSD Superintendent Jesus Jara sent an email to licensed staff to  
6 explain the District's proposal in negotiations for a one-time look back to accurately place licensed  
7 personnel on a salary schedule commensurate with their experience and education. Christopher  
8 Percy, a licensed teacher, responded to the email and forwarded his response to other  
9 administrators, "We WILL have a contract, or you'll be opening schools alone." Exhibit 3.

10 On July 18, 2023, CCEA members protested outside the "Java with Jara" event.<sup>5</sup> "Java with  
11 Jara" involved CCSD Superintendent Jesus Jara meeting with parents, teachers, support staff, and  
12 other members of the community to discuss education issues and recent legislation.<sup>6</sup> On July 19,  
13 2023, CCEA again planned to protest the "Java with Jara" event; CCEA Treasurer Kenneth  
14 Belknap retweeted CCEA's tweet about the protest, saying "We get the contract we are willing to  
15 fight for, see you all on the picket line." Exhibit 4. The July 19<sup>th</sup> "Java with Jara" event ultimately  
16 had to be cancelled due to the threat of CCEA's protests and the anticipated disruption to business  
17 operations.<sup>7</sup> On July 20, 2023, KTNV13 Las Vegas reported that Joe Moeller interviewed John  
18 Vellardita prior to the protests at the "Java with Jara" events, and asked if a strike was possible, to  
19 which Vellardita replied, nothing is off the table.<sup>8</sup>

20 An X (formerly known as Twitter) user with the handle @NevadaDaze tweeted, "Hearing  
21 rumors of a @ClarkCountySch strike. Would like to ask the @cceanv how much their strike  
22 assistance pay is for members." Exhibit 5. On July 21, 2023, X user @SnarkyGenerally replied to  
23 @NevadaDaze's tweet, saying "For everyone saying it's illegal, YES WE TEACHERS KNOW.

24 \_\_\_\_\_  
25 <sup>4</sup> *Id.* at 18:10-19:00 (emphasis added).

26 <sup>5</sup> <https://www.8newsnow.com/news/local-news/ccsds-java-with-jara-event-in-las-vegas-met-with-ccea-protectors/> (Last viewed July 26, 2023)

27 <sup>6</sup> *Id.*

28 <sup>7</sup> <https://news3lv.com/news/local/ccsd-officials-cancel-java-with-jara-event-over-teachers-union-protests> (Last visited July 26, 2023).

<sup>8</sup> <https://www.ktnv.com/news/education/teacher-union-protests-ccsd-backlash-has-parents-worrying-about-student-education> (Last visited July 21, 2023)

1 But at this point WE DON'T CARE! Several others [sic] states with no strike laws had teacher  
2 strikes, we can too." Exhibit 6.

3 On July 29, 2023, CCEA met with its membership and held a press conference following  
4 the meeting. At the press conference, Defendants Neisess, Frazee, Vellardita, and others addressed  
5 the media. During the press conference, Vellardita stated:

6 So this is where we are at and this is what our membership decided today. If we do  
7 not have an agreement with the School District by August 26<sup>th</sup>, our organization and  
8 our members will be taking a vote to engage in work actions and those work actions  
9 that we will have to take will not be District-wide, initially; they will be what we  
10 call selective engagement. We will target a Trustee's district at a time. Evelyn  
11 Garcia-Morales, the President of the Trustees, district could be the first district,  
12 where the schools there...where if we don't have a contract by then, it could very  
13 well be that those schools are the schools that engage in a work action.<sup>9</sup>

14 ...

15 So on June 17<sup>th</sup> ... members of CCEA gathered and they took a position that if  
16 there was no contract in place, there would be no school year. That was on June  
17 17<sup>th</sup>. Today we affirm that course of action and essentially said that if there is no  
18 contract in place by August 26<sup>th</sup>, we will have another membership meeting and  
19 decide, in that meeting, the course of action we'll take on whether or not there will  
20 be schools.<sup>10</sup>

21 When a reporter asked if "work action" meant "strike," Vellardita responded, "We are  
22 calling it a work action today." Tellingly, the CCEA membership can be seen and heard  
23 erupting in laughter and cheers in response to Vellardita's use of the term "work action."<sup>11</sup>

24 Vellardita continued, "So for all the parents in the community out there, when school starts  
25 on August 7<sup>th</sup>, our educators will be in those classrooms. The District, then will see a clock  
26 ticking. And every day that goes by, that clock ticks, we get closer to August 26<sup>th</sup>. Our  
27 outlook is to have a ratification meeting with a new contract on August 26<sup>th</sup>, but our  
28 membership was clear today that if we don't, we will then engage in our plan of action."<sup>12</sup>

---

25 <sup>9</sup> [https://www.fox5vegas.com/2023/07/29/clark-county-education-association-holds-emergency-](https://www.fox5vegas.com/2023/07/29/clark-county-education-association-holds-emergency-meeting-contract-negotiations-continue-with-ccsd/)  
26 [meeting-contract-negotiations-continue-with-ccsd/](https://www.facebook.com/watch/live/?ref=watch_permalink&v=991793755468484) (Last visited July 30, 2023) at 21:30-22:31;  
27 [https://www.facebook.com/watch/live/?ref=watch\\_permalink&v=991793755468484](https://www.facebook.com/watch/live/?ref=watch_permalink&v=991793755468484) (Last visited  
28 July 30, 2023) at 21:30-22:31.

<sup>10</sup> *Id.* at 23:16-23:53.

<sup>11</sup> *Id.* at 23:53-24:17.

<sup>12</sup> *Id.* at 25:30-26:13.



1 For reference, CCEA has sought a 10% salary increase for every licensed employee, with  
2 another 8% increase the following school year. CCEA also asked for an additional \$5,000 salary  
3 increase for educators in Title I schools, a 5% salary adjustment for all special education teachers,  
4 an increase up to 1 ½ time a teacher’s salary for all hours worked outside of contract time, among  
5 other things.

6 **c. An Indefinite Strike or Other Work Stoppage Will Cause the District and its**  
7 **Students Irreparable Harm**

8 Unless restrained and enjoined by order of his Court, Defendants have made clear that they  
9 will engage in unlawful strike, work stoppage, or other disruption to the District on or soon after  
10 August 26, 2023. This will cause extreme hardship and irreparable harm to the District, including  
11 but not limited to the following:

- 12 • A strike or other work stoppage would severely impede, or even prevent, the  
13 District’s ability to provide meaningful instruction to children of the State of  
14 Nevada. Declaration of Brenda Larsen-Mitchell attached hereto as Exhibit 7.
- 15 • Teachers would be difficult to replace as there is not a sufficient pool of substitute  
16 teachers available to staff classes. *Id.*
- 17 • A teacher strike or other work stoppage also may result in school closures. *Id.*
- 18 • A strike or other work stoppage would pose severe risk to the health and safety of  
19 special needs students. *Id.*
- 20 • A strike will impact English Language Learners (“ELL”) who may not receive  
21 necessary instruction and opportunities for language acquisition that is necessary for  
22 those students to be successful in their learning. *Id.*
- 23 • Depending on the length of the strike or other work stoppage, students will have  
24 academic gaps in their learning and will lose education opportunities necessary to  
25 promote their success to be college and career ready. *Id.*

26 A strike or other work stoppage would also potentially seriously impede and potentially  
27 preclude the District’s ability to comply with the legal and contractual mandate that it provide 180  
28 days of instruction each year. *See* NRS 388.090. No adequate remedy exists at law for this

1 violation by Defendants, since any pecuniary loss would be impossible to fully ascertain and, in  
2 any case, pecuniary compensation alone would not provide adequate relief for this deprivation of  
3 rights and the potential for health and safety risks. This recognition of irreparable harm is codified  
4 by the Legislature within NRS 288.700–288.705.

5 The District accordingly requests that the Court enjoin Defendants from striking,  
6 threatening to strike, and specifically mandate that Defendants communicate the strike cancellation  
7 and the Court’s Order to CCEA members and urge them not to engage in any such strike or work  
8 stoppage.

### 9 **III. Legal Argument**

#### 10 **a. NRS 288.700 Expressly Prohibits Strikes Against the District**

11 It is the public policy of the State of Nevada that strikes against CCSD are illegal. *See* NRS  
12 288.700. The Nevada Legislature enacted this statute in 1969, in response to a teacher strike and in  
13 so doing, explicitly declared that strikes against CCSD disrupt the essential services it provides that  
14 cannot be duplicated and that are essential to the health, safety, and welfare of the people of  
15 Nevada. *See* NRS 288.700(1)(a). Moreover, the continuity of CCSD’s services is essential, and  
16 their disruption is incompatible with the responsibility of the State. *See* NRS 288.700(1)(b).

17 NRS 288.074 broadly defines “strike” to include the following actions:

- 18 1. Stoppage of work, slowdown or interruption of operations by employees of the  
19 State of Nevada or local government employees;
- 20 2. Absence from work by employees of the State of Nevada or local government  
21 employees upon any pretext or excuse, such as illness, which is not founded in fact;  
22 or
- 23 3. Interruption of the operations of the State of Nevada or any local government  
24 employer by any employee organization or labor organization.

25 NRS 288.705(1), in turn, provides that in the case of a threatened strike, the government  
26 employer may apply to a court of competent jurisdiction to enjoin such strike. Recognizing the  
27 gravity and irreparable harm of such strikes, if the strike has commenced, the statute provides no  
28 discretion and thus the government employer is required to apply for injunctive relief. NRS  
288.705(1). If the court finds that an illegal strike has occurred, or unless enjoined will occur, it  
shall enjoin the continuance or commencement of such strike. NRS 288.705(2). Thus, while the

1 District submits that a strike of indefinite duration as sanctioned by CCEA would cause extreme  
2 and irreparable harm, such irreparable harm need not have begun before CCSD is entitled to  
3 injunctive relief.

4 Here, the District has put forth irrefutable evidence that CCEA has threatened a strike as  
5 defined in NRS 288.074. Indeed, as described herein, CCEA has openly, publicly, and  
6 unequivocally threatened a teacher strike of indefinite duration. Thus, NRS 288.705 mandates the  
7 Court grant the District injunctive relief.

8 **b. Temporary Restraining Order and Preliminary Injunction Standard**

9 In this matter, the District seeks a TRO with notice. There is no specific rule for the  
10 issuance of a TRO with notice, however, NRCP 65(b) authorizes the issuance of a TRO without  
11 notice where:

- 12 (1) It clearly appears from specific facts shown by affidavit or by verified complaint that  
13 immediate and irreparable injury, loss, or damage will result to the applicant before the  
14 adverse party or that party's attorney can be heard in opposition, and  
15 (2) The applicant's attorney certifies to the court in writing the efforts, if any, which have  
16 been made to give notice and the reasons supporting the claim that notice should not be  
17 required.

18 NRCP 65(b). The facts set forth in this Memorandum (with supporting affidavits) satisfy the first  
19 requirement. The second requirement regarding efforts to provide notice is satisfied by the  
20 "Certification of Plaintiff's Counsel Regarding Notice" attached to this Memorandum.

21 In this case, a TRO is necessary to prevent Defendants from encouraging or facilitating any  
22 strike or work action to their members because immediate and irreparable injury will result to the  
23 District if a strike commences. Thus, a TRO should also be issued to order Defendants to cease and  
24 desist in their efforts to commence a teacher strike that is blatantly in violation of Nevada law. In  
25 addition to a TRO, the District is seeking preliminary injunctive relief in accordance with NRS  
26 288.705.

27 ///

1                   **c. The Criteria for Injunctive Relief Exists**

2                   The District is seeking injunctive relief pursuant to NRS 288.705. Pursuant to NRS  
3 288.700, the Legislature has declared as a matter of public policy that strikes against the District  
4 are illegal and create irreparable harm by virtue of the fact that the District’s services are of such  
5 nature that they cannot be duplicated and are essential to the health, safety and welfare of the  
6 people of the State. NRS 288.700(1). Moreover, the disruption of the District’s services as a result  
7 of an unlawful strike is incompatible with the responsibility of the State to its people. NRS  
8 288.700(1). Accordingly, NRS 288.705(2) affords no discretion to the Court: when it finds a threat  
9 of an illegal strike has been made, the Court shall enjoin its commencement.

10                  Nevertheless, it is abundantly clear that the District meets the requirements for injunctive  
11 relief set forth by Rule 65 of the Nevada Rules of Civil Procedure. A preliminary injunction to  
12 preserve the status quo is available upon a showing by the moving party that there exists a  
13 reasonable probability of success on the merits and that the Defendant’s conduct, if allowed to  
14 continue, will result in irreparable harm for which compensatory damage is an inadequate remedy.  
15 *Dixon v. Thatcher*, 103 Nev. 414, 415-16 (1987); *see also* NRS 33.010; NRCP 65. The court also  
16 weighs the potential hardship to the parties as well as the public interest. *Univ. & Cmty. College*  
17 *Sys. Of Nev. v. Nevadans for Sound Gov’t*, 120 Nev. 712, 721 (2004). These criteria are readily  
18 established in this matter.

19                   **i. It is Probable the District Will Succeed on the Merits**

20                  There is no question that NRS 288.700(2) provides that a teacher strike against the District  
21 is per se illegal. There is also no question that Defendants’ members openly acknowledge the  
22 illegality of a teacher strike, but have advocated for a strike and threatened to strike in clear and  
23 direct contravention of the law and of the Agreement. Defendants may try to argue that no threats  
24 of a strike have actually occurred, but their public statements detailing future plans for “work  
25 action” make clear there is no reason to doubt the Defendants’ direct threats to strike. Thus, the  
26 District is likely to prevail on its claim.

1                                    **ii. The District Will Suffer Irreparable Harm if the Court Does Not Issue a**  
2                                    **TRO and Enjoin the Commencement of a Strike**

3                    The Legislature has declared irreparable harm is a matter of public policy based on its  
4 finding that the services provided by the District are of such a nature that they are not and cannot  
5 be duplicated from other sources and are essential to the health, safety and welfare of the people of  
6 the State of Nevada. Moreover, the Legislature has declared that the continuity of the District’s  
7 services is essential, and their disruption is incompatible with the responsibility of the State to its  
8 people. NRS 288.700.

9                    A strike will seriously impede the District’s ability to provide meaningful instruction and  
10 possibly cause a total breakdown in education. Moreover, as described herein, there are many  
11 particular reasons why a strike will cause irreparable harm. For example, a strike would seriously  
12 impede and potentially preclude the District’s ability to comply with the legal and contractual  
13 mandate that it provide 180 days of instruction each year. NRS 388.090. Conduct that causes a  
14 party to violate the law establishes irreparable harm. *See e.g., Board of Educ. Of the Middletown*  
15 *Enlarged City School Dist. v. Douglas*, 2006 WL 6851993 (N.Y. Sup. Ct. July 7, 2006)(conduct  
16 that effectively forces a party to violate the law constitutes irreparable harm in and of itself). In that  
17 same vein, a strike of indefinite duration puts students’ futures at risk as it has the potential to  
18 impact grades and graduation, which could disrupt the college admissions process and  
19 scholarships, irreparably harming the futures of our students.

20                    In addition to impeding the education rights of Clark County children, a strike would pose  
21 severe risk to their health and safety, particularly the health and safety of special needs students. A  
22 strike would impede the District’s ability to comply with and fully implement these students’  
23 Individualized Education Programs (“IEPs”) that are mandated by Federal law, creating increased  
24 exposure to liability, in addition to harming the students.

25                    In sum, no adequate remedy exists at law for this violation by Defendants, since any  
26 pecuniary loss would be impossible to fully ascertain and, in any case, pecuniary compensation  
27 alone would not provide adequate relief for the deprivation of rights and the potential for health  
28

1 and safety risks. This recognition of irreparable harm is codified by the Legislature within NRS  
2 288.700–.705.

3 **iii. The Balance of Equities Favors the Requested TRO and Injunctive**  
4 **Relief to Maintain the Status Quo<sup>13</sup>**

5 The balance of equities clearly favors the issuance of an injunction. Granting the injunction  
6 causes zero inconvenience to Defendants, rather it would only be mandating them to comply with  
7 the law. There is no reason the Court should protect Defendants from the consequences of their  
8 threat to strike in blatant disregard of clear law. In addition, the strike will impact the ability of the  
9 District to provide meaningful education to students and cause irreparable and significant harm as  
10 described above. The only loss Defendants will incur is the ability to engage in an illegal strike –  
11 conduct which also contravenes the Agreement with the District.

12 **iv. Injunctive Relief Favors the Public Interest**

13 The District, parents, and students will be dramatically impacted by an indefinite teacher  
14 strike. In accordance with the public policy of the State of Nevada, teacher strikes against the  
15 District are expressly illegal. NRS 288.700(2). The Legislature has declared as fact that the  
16 services the District provides cannot be duplicated from other sources and are essential to the  
17 health, safety and welfare of the people of the State of Nevada, and their continuity is essential.  
18 NRS 288.700(1). Further, disruption of the District’s services, which will occur in the event of a  
19 strike, is incompatible with the responsibility of the State to its people. *Id.*

20 **IV. CONCLUSION**

21 Allowing the strike to proceed as announced would directly undermine the strong express  
22 public policy of this State. Pursuant to NRS 288.705, the Court has no discretion in this matter and  
23 must enjoin the commencement of the imminent strike. For the foregoing reasons, the District  
24 respectfully requests that the Court issue the proposed TRO submitted herewith, attached as  
25 Exhibit 8, and grant a preliminary injunction enjoining Defendants from striking and specifically  
26 \_\_\_\_\_

27 <sup>13</sup> In fact, the strike threat has already caused substantial disruption to the District’s operations. The  
28 District has been forced to divert significant time and resources toward efforts in formulating a  
contingency plan in preparation for the strike, which is impossible given the unknown magnitude  
and duration.

1 mandating that CCEA communicate the strike cancellation and the Court's Order to its members  
2 and urge them not to engage in any such work stoppage.

3 DATED this 31<sup>st</sup> day of July, 2023.

4 LITTLER MENDELSON

5  
6 By: */s/ Ethan D. Thomas* \_\_\_\_\_

7 ETHAN D. THOMAS, ESQ.

8 ANDREW S. CLARK, ESQ.

9 LITTLER MENDELSON, P.C.

10 CRYSTAL J. HERRERA, ESQ.

11 OFFICE OF THE GENERAL COUNSEL

12 CLARK COUNTY SCHOOL DISTRICT

13 *Attorneys for Plaintiff*

14 *Clark County School District*

1                                 **CERTIFICATION OF PLAINTIFF’S COUNSEL REGARDING NOTICE**

2                   I, Ethan D. Thomas, Esq., attorney for Plaintiff hereby certify that I have provided notice to  
3 Defendants of Plaintiff’s Emergency Motion for Temporary Restraining Order and Preliminary  
4 Injunction on Order Shortening Time as detailed in the attached Certificate of Service.

5  
6                   DATED this 31<sup>st</sup> day of July, 2023.

7   LITTLER MENDELSON

8  
9   By: /s/ Ethan D. Thomas  
10    ETHAN D. THOMAS, ESQ.  
11    ANDREW S. CLARK, ESQ.  
12    LITTLER MENDELSON, P.C.  
13    CRYSTAL J. HERRERA, ESQ.  
14    OFFICE OF THE GENERAL COUNSEL  
15    CLARK COUNTY SCHOOL DISTRICT  
16    Attorneys for Plaintiff  
17    Clark County School District



1 **PROOF OF SERVICE**

2 I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the  
3 within action. My business address is 3960 Howard Hughes Parkway, Suite 300, Las Vegas,  
4 Nevada 89169.5937. On July 31, 2023, I served the within document(s):

5 **CLARK COUNTY SCHOOL DISTRICT’S EMERGENCY MOTION FOR**  
6 **TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION ON**  
7 **ORDER SHORTENING TIME**

- 8  By **Personal Service** - a true and correct copy of the document(s) listed above served to  
the person(s) at the address(es) set forth below.  
9  By **Email** - by e-mailing a copy of the document(s) listed above to the person(s) at the e-  
10 mail address(es) set forth below.

11 Marie Neisess, President  
5437 Bridgehampton Avenue  
12 Las Vegas, NV 89130  
E-mail: [mneisess@ccea-nv.org](mailto:mneisess@ccea-nv.org)

James Frazee, Vice President  
10644 Marble Arch Street  
13 Las Vegas, NV 89166  
E-mail: [jfrazee@ccea-nv.org](mailto:jfrazee@ccea-nv.org)

14 John Vellardita, Executive Director  
2760 Cape Hope Way  
15 Las Vegas, NV 89121  
[jvellardita@ccea-nv.org](mailto:jvellardita@ccea-nv.org)

Clark County Education Association  
c/o Executive Director  
16 4230 McLeod Drive  
Las Vegas, NV 89121

17  
18 I declare under penalty of perjury that the foregoing is true and correct. Executed on July  
19 31, 2023, at Las Vegas, Nevada.

20  
21 */s/ Joanne Conti*  
22 Joanne Conti

EXHIBIT 1

EXHIBIT 1

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**DECL**  
ETHAN D. THOMAS, ESQ.  
Nevada Bar No. 12874  
ANDREW S. CLARK, ESQ.  
Nevada Bar No. 14854  
LITTLER MENDELSON, P.C.  
3960 Howard Hughes Parkway  
Suite 300  
Las Vegas, Nevada 89169.5937  
Telephone: 702.862.8800  
Fax No.: 702.862.8811  
Email: [edthomas@littler.com](mailto:edthomas@littler.com)  
Email: [asclark@littler.com](mailto:asclark@littler.com)

CRYSTAL J. HERRERA, ESQ.  
Nevada Bar No. 12396  
OFFICE OF THE GENERAL COUNSEL  
CLARK COUNTY SCHOOL DISTRICT  
5100 West Sahara Avenue  
Las Vegas, Nevada 89146  
Phone: (702) 799-5373  
Email: [herrec4@nv.ccsd.net](mailto:herrec4@nv.ccsd.net)

*Attorneys for Plaintiff  
Clark County School District*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CLARK COUNTY SCHOOL DISTRICT,  
Plaintiff,

vs.

CLARK COUNTY EDUCATION  
ASSOCIATION; MARIE NEISESS, in her  
capacity as President of the Clark County  
Education Association; JAMES FRAZEE,  
in his capacity as Vice President of the  
Clark County Education Association;  
JOHN VELLARDITA, in his capacity as  
Executive Director of the Clark County  
Education Association; and DOES 1-10,  
inclusive,

Defendants.

Case No.: A-23-874996-C

Dept. No.:8

**DECLARATION OF ETHAN D. THOMAS,  
ESQ. IN SUPPORT OF CLARK COUNTY  
SCHOOL DISTRICT'S EMERGENCY  
MOTION FOR TEMPORARY  
RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION ON  
ORDER SHORTENING TIME**

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I, Ethan D. Thomas, Esq., declare under penalty of perjury as follows:

1. I am an attorney admitted to practice law in the State of Nevada. I am a Shareholder with the law firm of Littler Mendelson, P.C. This firm represents Plaintiff, Clark County School District, in this action. This declaration shall serve as **Exhibit 1** in support of Plaintiff’s Emergency Motion for Temporary Restraining Order and Preliminary injunction on Order Shortening Time.

2. Attached to the Motion as **Exhibit 2** is a true and correct copy of the current Negotiated Agreement between the Clark County School District and the Clark County Education Association, which may be found at [CCSD\\_CCEA-CBA-2021-2023.pdf \(ccea-nv.org\)](https://www.ccea-nv.org/CCSD_CCEA-CBA-2021-2023.pdf).

3. Attached to the Motion as **Exhibit 3** is a true and correct copy of an email from Christopher Percy, a licensed teacher, in response to an email sent by Superintendent Jesus Jara.

4. Attached to the Motion as **Exhibit 4** is a true and correct copy of CCEA’s Treasurer, Kenneth Belknap’s post on X (formerly known as Twitter), reposting CCEA’s post, which can be found at [Kenny Belknap on Twitter: "We get the contract we’re willing to fight for, see you all on the picket line." / X](https://twitter.com/KennyBelknap/status/1682484628110848000?s=46&t=rEYSIU5pipg8pYqd61tykg).

5. Attached to the Motion as **Exhibit 5** is a true and correct copy of a post from X User @NevadaDaze, available at <https://twitter.com/nevadadaze/status/1682177660963934208?s=46&t=rEYSIU5pipg8pYqd61tykg>.

6. Attached to the Motion as **Exhibit 6** is a true and correct copy of a post from X User @SnarkyGenerally, which is available at <https://twitter.com/snarkygenerally/status/1682484628110848000?s=46&t=rEYSIU5pipg8pYqd61tykg>.

7. Attached to the Motion as **Exhibit 7** is a true and correct copy of the Declaration of Brenda Larsen-Mitchell.

8. Attached to the Motion as **Exhibit 8** is a true and correct copy of a proposed Order granting a Temporary Restraining Order.

1 I do hereby swear under penalty under the laws of the United States and the State of Nevada  
2 that the foregoing assertions are true and correct to the best of my knowledge.

3 Dated: July 31, 2023

4 Respectfully submitted,

5 

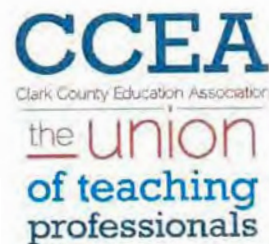
6  
7 ETHAN D. THOMAS, ESQ.

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EXHIBIT 2

EXHIBIT 2

Negotiated Agreement  
between the  
Clark County School District  
and the  
Clark County Education Association



**2021-2023**

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## PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada and the Clark County Education Association effective October 28, 2021.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the superintendent of schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join, or not join, any organization for their professional or economic improvements:

NOW THEREFORE IT IS AGREED:

**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.
- 1-2 The term "Teachers," as used in this Agreement, shall refer to all licensed staff members eligible for membership in the Clark County Education Association.
- 1-3 The term "School 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 Clark County Education Association 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 his/her designated representative.
- 1-7 The terms "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustees" and "Association," as such, each reserves the right to act hereunder by committee or designated representative.
- 1-8 The term "School Year" shall be as defined in NRS 388.080 which 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 in the fall until the beginning of the next contracted school year.
- 1-9 The term "Board" means the Local Government Employee-Management Relations Board (EMRB), as provided in NRS 288.030.
- 1-10 The term "Agreement" refers to the name of this document, being the Professional Negotiation Agreement between the Clark County School District and the Clark County Education Association.
- 1-11 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 employee. The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above or any person living in the immediate household of the employee and also grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster parent, aunt and uncle.
- 1-12 The term "Personnel Officer," as used in this Agreement, refers to the Superintendent's designee.
- 1-13 The term "Day" shall be defined as any day in which a covered employee is required to be and is present on the job.
- 1-14 The term "Trust," as used in this Agreement, shall mean the Teachers Health Trust as established by the Clark County Education Association.

- 1-15 The term "Adjusted Hire Date", as used in this Agreement, shall mean the original hire date less any breaks in service as a result of resignation or leave of absence.
- 1-16 The Contract Maintenance Committee shall be a committee established and staffed by the parties to meet regularly and to discuss appropriate issues. The Committee shall meet at least four times annually on a quarterly basis.

## **ARTICLE 2 RECOGNITION**

- 2-1 Excluding the Superintendent and employees paid on the Unified Administrative Salary Schedule, the School Trustees recognize the Association as the exclusive representative of all licensed personnel employed or to be employed by the School District.
- 2-2 It is acknowledged and understood by the parties hereto that recognition was and is granted in accordance with NRS 288. Recognition is granted only so long as the Association complies with the provisions of NRS 288, and it may only be withdrawn during the term of this Agreement in accordance with NRS 288.
- 2-3 All rights and privileges granted to the Association under the provisions of this Agreement shall be for the exclusive use of the Association subject to the exception of NRS 288.140.

## **ARTICLE 3 IMPASSE PROCEEDINGS**

- 3-1 It is understood, 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.

## **ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE**

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an employee of the School District covered by this Agreement, or by the Association. The Association may also file a grievance on behalf of a class of employees of the School District covered by this Agreement. A grievance shall not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of Nevada. No precedent shall be set between the District and the Association as a result of a grievance filed by an individual unless the Association submits the matter to Step Three, Arbitration.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure including the time limits relating to these procedures which may culminate in arbitration.
- 4-3 **STEP ONE: INFORMAL DISCUSSION/MEDIATION**
- (a) Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance although such discussions are not part of the formal grievance procedure. In addition, utilization of the Step One discussion/mediation shall not be used against the employee. Further, the employee does so without waiving the due process rights stipulated under the CBA.

- (b) If a teacher requests an informal discussion or mediation with the principal of the school, or the department director if the assignment is not school-based, concerning the subject matter of a potential grievance, such informal discussions or mediation will be held within twenty (20) days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion or mediation does not occur within the twenty (20) day time limit, a grievance may be processed to the Pre-grievance Resolution process as set forth in Article 4-4 below, or to Step Two as set forth in Article 4-5 below.
- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the principal or the grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the grievant involved to file a formal grievance if that teacher so desires.
- (e) Such informal discussions shall not modify the time limits set forth in Step Two of the formal grievance procedure.
- (f) Either party to this Agreement may request mediation. Mediation may be utilized when both parties to the dispute voluntarily agree to participate to resolve disputes. Timelines are not suspended pending mediation, except with the written agreement of both parties. It is understood that the parties to the dispute are the District and the Association.

4-4 All grievances shall be processed as follows:

Pre-grievance Resolution

- (a) If the grievance is not resolved at Step One or if the grievance was not presented at Step One, the Association may submit in writing a proposal of resolution of the potential grievance to the Chief Human Resources Officer, or the Superintendent's designee before the Association files a formal written grievance.
- (b) The proposal of resolution submitted to the Associate Superintendent, Human Resources Division, or the Superintendent's designee will include the violation of policy and/or contract and the requested resolution, along with a written narrative of the issue(s) and the document(s) involved.
- (c) The traditional timeline to grieve, as outlined in Article 4-5 (a) below, will be suspended during the Pre-grievance Resolution process, provided that the proposal of resolution was submitted prior to the expiration of the traditional grievance timeline. The timeline will resume if and when either party terminates the Pre-grievance Resolution process in writing.
- (d) All aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any other grievance filed in accordance with this Article.
- (e) In the event the Pre-grievance Resolution is denied or unresolved by either party in writing, the grievant may submit the matter to Step Two of the grievance procedure in accordance with the timelines provided in Article 4-5 below.

- (f) The submission of a Pre-grievance Resolution in no way guarantees that the School District will grant the requested resolution.

4-5 STEP TWO: SCHOOL DISTRICT

- (a) If the grievance is not resolved at Step One, the grievant may submit in writing the unresolved grievance to the Chief Human Resources Officer or the Superintendent's designee not later than thirty (30) days after the grievant first knew of the act or condition upon which the grievance is based. An authorized signature on a United States postal "return receipt" or dated hand delivery receipt shall serve as proof of submission.
- (b) In the event a grievance is submitted to Step Two in a timely manner, the Chief Human Resources Officer or the Superintendent's designee shall schedule a meeting with the grievant within seven (7) days to be held no later than twenty (20) days after receipt of the grievance unless timelines have been waived in writing.
- (c) In the event a grievance is not resolved at this meeting, the Chief Human Resources Officer or the Superintendent's designee shall, within ten (10) days after the meeting, submit a written response to the grievance, to the individual and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing and copies forwarded to both the affected employee and the Association. If the Chief Human Resources Officer or the Superintendent's designee fails to respond within ten (10) days as referred to in this paragraph or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.
- (d) If a grievance is either denied, or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three, Expedited Arbitration, in accordance with the provisions of Step Three below.

4-6 STEP THREE: EXPEDITED ARBITRATION

- (a) In the event a grievance is not resolved during the Pre-grievance Resolution process, if any, or at Step Two of the grievance procedure, only the Association, not later than twenty (20) days after the expiration of the time limit set forth in Article 4-5(c) above, 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 Chief Human Resources Officer or the Superintendent's designee written notice of the intent to arbitrate. A United States postal "return receipt" or dated hand delivery receipt shall serve as proof of delivery.

The Association agrees that it will not delegate to anyone the right to arbitrate. This shall not be construed to mean that the Association may not determine the identity of its representative at such arbitrations.

It is agreed that the American Arbitration Association will provide full service administered arbitration under the American Arbitration Association's Labor Arbitration Rules.

- (b) The panel of arbitrators in use at the end of the current school year shall continue in effect unless the District and the Association agree to change the number of arbitrators. If they are unable to agree on a new number of arbitrators to serve on the panel, the number shall be nine (9). If the District and the Association cannot agree on the new members of the panel, then the American Arbitration Association (AAA) will be asked to submit a list of twenty-seven (27) arbitrators from which the parties shall strike alternately until the appropriate number of arbitrators has been selected

for the panel. By September 30<sup>th</sup> of each year, each party may remove one (1) arbitrator from the panel. The replacement(s) shall be selected in accordance with the procedure set forth above. All arbitrators must be AAA certified arbitrators.

- 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 one which qualifies as a grievance as defined in 4-1.
- 4-8 The arbitrator's decision shall be submitted in writing within thirty (30) school days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding 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 case are to be borne solely by the party incurring such expenses. It is understood and agreed that only the Association has the right to request arbitration and that the Association shall be responsible for its share of the costs as agreed above for any arbitration requested by the Association.
- 4-10 No reprisals of any kind will be taken by the school trustees or by any member of the administration against any employee because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or the Association. 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. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay subject to the limitations contained in Article 17-1-2.
- 4-11 No provision of this Article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-12 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the school trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed beginning with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:
- 4-12-1 The person initiating the dispute may refer the dispute to the Board of School Trustees and must also inform the immediate supervisor and the Associate Superintendent, Human Resources Division, and/or the Superintendent's designee. When a dispute is so referred, the board or a committee designated by the board shall meet to informally discuss the subject matter of the dispute with the grievant and with representatives of the Association requested to be present by the grievant.



- 4-12-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees and the committee designated by the board if a committee is so designated.
- 4-12-3 The Board of School Trustees or a committee designated by the board shall make a decision regarding the dispute as to the applicability or administration of district policies or regulations and communicate its decision in writing within thirty (30) days after the final meeting on the dispute.
- 4-13 It is the intention of the parties that grievances not resolved before the summer recess be resolved as quickly as is reasonably possible. Toward this goal, the parties agree that they will make a reasonable effort to conclude pending grievances before the opening of school in August.
- 4-14 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:
- 4-14-1 A written copy of the grievance, the name of the grievant(s) to include the work site and the name of the grievant's appropriate administrator.
- 4-14-2 An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings.
- 4-14-3 A written copy of the resolution of the grievance or arbitration.
- 4-15 A fund of three thousand dollars (\$3,000.00) shall be earmarked and designated for the costs of specialized arbitration proceedings. The District, in its sole discretion, shall have the ability to authorize disbursements from the fund which has been earmarked and designated under this provision.
- 4-16 A joint committee of District and Association representatives shall be formed to discuss the creation and implementation of a Grievance Review Committee.

## **ARTICLE 5 ASSOCIATION PRESIDENT**

- 5-1 Upon written request from the Association's Executive Board, the District shall grant the president and vice president of the Association a two (2) year leave of absence without pay during the president's and vice president's term of office for professional and educational development, participation in community projects, visitations of schools and other Association business.
- 5-2 The president's and vice president's leave of absence shall commence with the beginning of the contract year and conclude at the end of the same contract year. The Association agrees to reimburse the School District on a current basis for the Public Employees Retirement System (PERS) contribution the District makes on behalf of the president and vice president.
- 5-3 If the president or vice president serves only one term in office (two years or less), the District agrees to return the president or vice president to the same teaching position held when the president's or vice president's leave was granted. If the program has been reassigned to a new location, then the president or vice president will return to the same

location. If the president or vice president serves two or more terms in office, the District is not obligated to return the president or vice president to the same teaching position held when the leave was granted, unless the former position is vacant. The District agrees that if that position is filled, the District will return the outgoing president or vice president to as near an equivalent teaching position as the position held when the leave of absence was granted.

5-4 The president or vice president of the Association or CCEA staff shall be allowed to visit any school in the District upon prior notification of the principal of the particular school involved. Arrangements for the visit will be made prior to the actual visit with the principal, or in his/her absence, the acting administrator. The president, vice president, or designee shall confer with the principal or his/her designee upon arrival at the school to facilitate the purpose of the visit. Such visits are permitted for the sole purpose to view the educational program at that school or to assist a member and/or members of the staff at that school who have requested such assistance. Such visits are not to be used to campaign in any manner, either directly or indirectly, against School District representatives or the school trustees. The purpose of the visit must relate to the school being visited.

5-5 Only those vendors who are designated by the Association as Member Benefit Specialists may meet with teachers on school campuses under the following conditions:

5-5-1 Arrangements for the visit will be made prior to the actual visit with the principal or his/her designee.

5-5-2 Attendance at the meeting will be voluntary, and communications about the meeting must clearly indicate that attendance is voluntary.

5-5-3 The meeting must take place in a separately-designated area, such as an available classroom, so that teachers who choose not to attend are not imposed upon in common areas such as teachers' lounges and teachers' workrooms. The school will work cooperatively with the Association to designate such an area.

5-5-4 With the exception noted in Article 28-8, a teacher can attend the meeting only during his/her duty-free lunch period or before or after the contract day; teachers may not attend the meeting during their preparation periods.

No other vendors, except those whose presence on the school campus is a result of the collective bargaining agreement, shall be allowed on any campus during the school year.

Nothing in these provisions shall prevent or prohibit a district employee from inviting an individual for personal or business reasons, subject to the permission of the principal, to meet with that district employee at school facilities so long as such invitation does not interfere with the district employee's duties or good order and discipline. In addition, nothing in these provisions shall prevent or prohibit the District from allowing a vendor on campus in special circumstances if approved by the Associate Superintendent, Human Resources Division; in such cases, however, the District will give prior notice of the visit to the Association.

Upon violation of the intent of this Article 5-5, the District shall notify the Association of its intent to sunset this provision at the end of the current school year.

5-6 The Association agrees that the teacher assigned to replace the Association president or vice president on leave of absence shall be transferred to another teaching position upon the return of the president or vice president unless the teacher and the principal mutually agree to the assignment to a vacancy at the school for which the teacher is licensed and qualified. The teacher assigned to replace the Association president or vice president shall

be notified in writing by the District and the Association at the time of assignment of the contents of this Article.

**ARTICLE 6  
MILEAGE PAYMENTS**

- 6-1 Employees covered by this Agreement shall be granted mileage in accordance with the School District regulation entitled "Travel for District Employees."

**ARTICLE 7  
USE OF FACILITIES**

- 7-1 The Association shall have the use of school mailboxes and the inter-school mail service for the distribution of non-defamatory material initiated by the Association. Copies of all materials shall be given to the building principal. The material will be clearly identified and the Association accepts the liability for such material and therefore agrees to hold the District, its employees and agents, harmless from all claims, demands, losses, liability, cost or expenses of any nature, to include attorney's fees, arising from the distribution of Association material using the school mail service. The foregoing "hold harmless" clause shall not apply to grievances between the Association and the District. If the use extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent. District teachers shall be permitted use of School District mail services for district-related business.
- 7-2 Use of School District bulletin boards as described below shall be subject to the same conditions set forth in 7-1 above for the use of the school mail service.
- 7-2-1 The Association shall have the use of faculty bulletin boards for posting of non-defamatory materials.
- 7-2-2 The Association, the Teachers' Health Trust, and the CCEA Community Foundation shall have the use of the District's electronic bulletin board/messaging system for posting of non-defamatory materials. In addition, there shall be a link to the Association's website. This link may not be used for purposes of soliciting membership. Messages, materials and announcements posted must be approved in advance by the Associate Superintendent, Human Resources Division, or his/her designee.
- 7-3 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. Such activities shall not conflict with any regular or special educational activities and where such use shall not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of the buildings on other than school days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from the Association use shall be paid 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 teachers will not be prohibited from the responsible use of the school facilities.
- 7-4 Any dispute arising from the revocation of privileges granted under this Article shall be resolved in an expedited manner.

**ARTICLE 8  
DUES DEDUCTION**

- 8-1 The school trustees agree to deduct dues from the salaries of the employees covered by this Agreement exclusively for the Association and its affiliates, if any. These monies shall be transmitted promptly to the Clark County Education Association. All requests for such deductions must be in accordance with NRS 608.110.
- 8-2 The Association will certify to the School Trustees in writing the current rate of membership dues. The School Trustees 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 each pay period during the year.
- 8-4 Any teacher desiring to have the School District discontinue deductions previously authorized must notify the Association in writing between July 1 and July 15 of each year for the next school year's dues and the Association will notify the District in writing to discontinue the employee's deduction.
- 8-5 Upon termination of employment with the District of any employee, the remaining amount of dues for the Association in Section 8-2 above will be deducted from the employee's final check.
- 8-6 It is recognized by the parties that the School District's willingness to deduct dues is solely a ministerial function on behalf of and for the convenience of the Association. As such, the District is not a party to any agreement between the Association and its members regarding the periodic 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 teacher. The parties agree that if there are not sufficient employee salary funds for dues collection due to an employee's wage garnishment, the District is not liable for failure to collect such dues so long as the funds are not available.

**ARTICLE 9  
REQUEST FOR INFORMATION**

- 9-1 The School District and the Association shall make all documents, excluding work product, which are relevant to any grievance, arbitration, or negotiations available to the requesting party within a reasonable time after it is requested. In the event documents containing the requested information are not available, the School District and the Association shall permit reasonable access to their files so that the Association or School District may itself obtain the needed information.

It is recognized that the Family Educational Rights and Privacy Act (FERPA) may limit the availability of student-related records and statements.

**ARTICLE 10  
TEACHER ADVISORY COUNCIL**

- 10-1 A Teacher Advisory Council shall be established in each school or central work\_location where the majority of the faculty desires such a council. Time for discussion relating to the desire of the faculty to have a Teacher Advisory Council shall be provided each faculty at the orientation sessions and/or faculty meetings routinely scheduled at the start of the

school year. The principal's presence at or participation in said discussion is not required. The Teacher Advisory Council shall be allowed to meet without the presence of the building principal or designee.

10-1-1 In the case of itinerant specialists, e.g., speech pathologists, psychologists, occupational therapists and physical therapists, itinerant employees may elect representatives from each region to meet with the appropriate district or region administrator for the specialty area.

10-2 In a school or central work location, which chooses to have a Teacher Advisory Council, the election of the Teacher Advisory Council shall be held no later than December 15. Other than the election or designation of a replacement due to resignation, there shall be no more than one election of the Teacher Advisory Council in the school year.

If a new principal is appointed to a school during the school year, the staff may choose to have a Teacher Advisory Council election within fifteen (15) days of the new principal's placement.

10-3 If a majority of the teachers in a school choose not to elect a Teacher Advisory Council, the teachers may elect one of their number to perform the normal functions of the Teacher Advisory Council.

10-4 The principal or administrator of a school or central work location with a Teacher Advisory Council and the council shall meet at the request of either party to discuss school operations. Although they may discuss matters covered by the Agreement, they are not to discuss grievances filed pursuant to Article 4, Grievance and Arbitration Procedure, nor take any action contrary to this Agreement. Such grievances are to be handled in the manner set forth in said Article 4.

10-5 The Teacher Advisory Council shall seek the following objectives:

- ◆ Improve the morale of the professional staff;
- ◆ Apprise the principal of actual or potential problems involving the professional staff of the school;
- ◆ Secure the maximum productive and constructive involvement of members of the professional staff in the prime goal of the school, namely, the education of the students enrolled there;
- ◆ Improve communications between the principal and members of the professional staff; and
- ◆ Provide input on the school's budget.
- ◆ At the beginning of the school year, principals shall work with TAC to develop an equitable plan of assigning personnel in emergency situations when a substitute is not available. Special consideration will be given to those specialists whose programs are cancelled due to emergency situations.

10-6 The Teacher Advisory Council may not serve as a committee for entertainment, social, fundraising nor any similar activity in the building.

10-7 In allocating school budget resources relative to supplies and materials for the classroom, the principal will consult with and seek the input of the Teacher Advisory Council. Teachers shall not be asked, expected, or encouraged to purchase classroom supplies and/or materials from their personal funds.

10-8 In addition to a Teacher Advisory Council, a pilot program for a School Governance Team may be established with mutual consent of the principal and teachers in each school or central work location. The goal is to create the most effective school for the students being served. The governance goal is a collaborative effort that empowers administrators and

teachers in establishing the school priorities and deciding how the school will operate and make decisions. This pilot program will be evaluated at the end of the school year.

- 10-8-1 A School Governance Team request must be signed by at least 50% of the licensed staff at that site, including the responsible administrator. The request must be submitted to the Association's President and to the District's Deputy Superintendent of Instruction.
- 10-8-2 Upon approval through 10-8-1, a secret ballot vote shall be conducted by the responsible site administration and an Association representative. The School Governance Team request must receive 70% of the votes cast by licensed personnel assigned to the work site including itinerant personnel. A reasonable opportunity shall be afforded to all site personnel to participate in the voting process. The tabulation process may be observed by any interested party.
- 10-9 Members of the School Governance Team will be elected. The School Governance Team shall meet at least once a month.
- 10-10 The School Governance Team shall have the same objectives as the School Empowerment Team model, which include providing continued oversight of the school and assist in the management decisions of the school in the five autonomies: governance, budget, instruction, staffing, and time.
- 10-11 The parties recognize and acknowledge the importance of a positive school climate to the retention of teachers and increased student achievement. For the 2010-2011 school year, CCSD will designate funds in the amount of one hundred fifty thousand dollars (\$150,000) to assess school climate.
  - 10-11-1 Accordingly, the parties agree to work together in good faith toward improving and maintaining positive school climates and good working conditions at worksites. The parties shall create an annual plan through the Contract Maintenance Committee for the assessment of school climate. The results of the assessment shall be submitted to the Deputy Superintendent, Instruction Unit, for consideration. The plan shall include but not be limited to focus groups, working condition surveys, appropriate training and in-services and other strategies necessary to gather data. The annual plan should be completed in time to be considered by the beginning of the next school year. The District shall make every effort to conduct the working conditions survey during a staff development day.
  - 10-11-2 The parties agree that data gathered as a result of the implementation of the annual plans will not be used by either party for purposes of embarrassing, discrediting or otherwise undermining the legitimate functions of the other party.
  - 10-11-3 No data collected as a result of the surveys, focus groups, or any other data product related to the school climate assessment may be cited or used in any subsequent grievance process.
  - 10-11-4 Based upon the analysis of the data collected, the Contract Maintenance Committee will identify and/or develop general tools for the improvement of school climate and will make these tools available to those schools identified as having priority.
  - 10-11-5 This provision (Article 10-11) shall expire automatically at the end of the term of this Agreement, unless the parties mutually agree to incorporate it into the successor Agreement.

**ARTICLE 11  
TEACHER FACILITIES**

- 11-1 The parties agree that the availability of functional school facilities for both students and teachers is necessary to ensure the high quality of education which is the goal of both teachers and school trustees. All future school facilities shall be designed to meet the needs of the educational program.
- 11-2 Within available resources, special consideration shall be given to providing space in which teachers may safely store instructional materials and supplies, and a locked space in which teachers may safely store personal belongings. Each teacher is obligated to maintain such storage areas in a neat and orderly manner. Unless the teacher refuses or fails to remove excessive or non-instructional material upon the reasonable request of the principal, no material of a teacher shall be destroyed or disposed of without the prior informed consent of the teacher.
- 11-2-1 Special consideration shall also be given for the provision of a teacher work area. The teacher work area shall contain adequate equipment and supplies to aid in the preparation of instructional materials and an appropriately furnished room to be used as a faculty lounge. In all future facilities or in the renovation of existing facilities, the faculty lounge shall be well lighted, well ventilated, clean and conveniently located.
- 11-2-2 The School District recognizes that adequate work space and equipment are necessary for specialists who render services on an itinerant basis at an educational site. The School District will not unreasonably withhold access to such work space or equipment where available. The site administrator shall make every effort to provide such space and equipment to itinerant personnel. The parties agree that this does not require the School District to purchase and install portables or other non-permanent fixtures.
- 11-2-3 Access will be afforded teachers to a telephone located so as to reasonably insure privacy of conversation. All telephones within a school shall be reasonably available to teachers for conducting school business. Approval must be secured prior to using telephones located in offices of school administrators or other personnel. The District shall undertake an evaluation of telephone placement and priorities for the purpose of improving the efficiency of telephone usage by teachers. Teacher restrooms shall be provided separate from students' restrooms. Separate restrooms shall be provided for male and female teachers in all facilities unless otherwise designated by the building principal with consultation of TAC.
- 11-3 Employees are discouraged from bringing or retaining personal property on School District premises. The School District's obligation to indemnify an employee's loss is limited to perils (fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft, and water damage) covered under the District's excess insurance policies, subject to the conditions set forth therein, site aggregates, applicable personal property insurance, and the following:
- 11-3-1 Personal property for which a loss is claimed must be used for essential tasks to support the employee's direct scope of work and must be listed in the declaration required in Subsection 11-3-2 below. The personal property (personal effects) of an employee necessarily worn or carried (e.g., eyeglasses, hearing aids, jewelry, dentures, clothing) onto School District premises is to be exclusively covered by the employee's personal insurance as a non-business item, and should not be included on the declaration.

- 11-3-2 An employee must receive supervisor authorization and maintain a declaration form itemizing personal items and corresponding business use in order to activate indemnification up to \$1,000 (replacement cost) per employee occurrence.
- 11-3-3 Employees must provide personal property declarations to their supervisors at least semi-annually; or more frequently if so stipulated by site administrators.
- 11-3-4 Nondeclared items of personal property will be considered as non-business in their use and the School District's loss indemnification will be limited to the employee's personal insurance deductible up to \$250.
- 11-3-5 For any occasioned loss, employees must submit a sworn statement to the School District within sixty (60) calendar days of the loss date in order to receive indemnification. Claim procedures outlined in the declaration form of Article 11-3-2 will apply.
- 11-3-6 The maximum School District indemnification amount, whether the claim is for a declared or non-declared item of personal property, for any one employee occurrence will be \$1,250, including both the \$1,000 limitation in Subsection 11-3-2 and the \$250 limitation in Article 11-3-4.
- 11-3-7 Losses attributed to wear and tear, gradual deterioration, latent defect, misuse, mishandling, abuse, or mysterious/unexplained disappearance will not be considered, regardless of personal insurance applicability.
- 11-3-8 For purposes of this Article, personal automobiles will not be considered as personal property.

**ARTICLE 12  
TEACHER PROTECTION FROM ASSAULTS AND/OR BATTERY**

- 12-1 Each principal shall develop and communicate to the faculty emergency procedures which shall include a method of rapidly communicating a need for assistance in emergency situations when a potential for physical harm is evident, or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance in emergency situations when a potential for physical harm to the teacher is evident. The provisions of 12-1 shall be implemented prior to the first day of student attendance, and shall be included in faculty handbooks. Principals of year round schools shall communicate emergency procedures annually to the faculty at an appropriate time.
- 12-2 When a teacher becomes aware of an actual or potential danger, or of an emergency situation, the teacher shall immediately report such danger or emergency to the teacher's immediate supervisor. The immediate supervisor shall immediately investigate and take appropriate action. If an educator believes that the emergency situation is life threatening or bodily harm reasonably could be expected, then she/he shall indicate to the immediate supervisor that this is a "code red." The immediate supervisor will immediately notify law enforcement and take any and all action to protect the educator and students. An educator understands that 'code red' means that in the assessment of the educator bodily harm or life threatening situation exists and is in imminent danger. Imminent danger is defined as any condition(s) or practices in a classroom, school building or school campus which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement of normal School District procedures. The School District shall develop district wide training on code red protocols. Nothing in this paragraph is intended to prevent a teacher from directly contacting school police if the teacher deems that a situation is life threatening or that bodily harm reasonably could be expected.



- 12-3 Any teacher involved in an assault or battery within the scope of the teacher's employment shall immediately contact their immediate supervisor who will take immediate steps to protect the teacher and any students who may be in harm's way. Once safety is restored, a teacher shall immediately make a written report of the circumstances thereof. The teacher shall make supplemental written reports attaching copies of any summons, complaint, process, information, indictment, notice or demand served in connection with such assault or battery within five (5) days after having been served therewith, and report the final disposition of any such proceeding. All reports referred to above shall be made to the teacher's principal or immediate supervisor.
- 12-4 Such reports shall be forwarded immediately to the school trustees through the Superintendent's office. In the event civil or criminal proceedings are brought against the teacher, the school trustees shall comply with any written requests by the teacher for information relating to the teacher's defense in the school trustees' possession not privileged by law.
- 12-5 In the interest of teacher safety, the board shall cooperate with law enforcement agencies. Supervisors shall request assistance from law enforcement agencies when warranted.
- 12-6 In a civil proceeding the superintendent and the School District's legal counsel shall upon request give advice and counsel to the employee involved in the assault and battery. However, the School District's legal counsel shall not be obligated to officially represent the teacher in the civil proceedings.
- 12-7 If the teacher is a defendant in a civil proceeding which is within the scope of public liability coverage provided by the School District, the provisions of that policy will govern the conduct of the defense of that case. In the event the teacher hires his/her own legal counsel in such a proceeding the School District will request its insurance attorney to cooperate with the teacher's personal attorney within the scope of available insurance coverage.
- 12-8 If the teacher wishes to file a criminal complaint, the superintendent or his/her designee and the administrator in charge of the school or department shall assist and cooperate with an assaulted employee in making his/her criminal complaint against either an adult or juvenile offender. However, this shall not be construed as obligating the superintendent or any other official representative of the School District to participate as a complaining party with the assaulted employee. The School District reaffirms its policy to do everything possible in support of a teacher who is assaulted while acting within the scope of his/her employment in accordance with School District policies and direction especially when attempting to maintain order in a school.
- 12-9 Employees will be provided time off without loss of pay when appearing in a court proceeding which requires the employee to testify regarding a matter related to the employee's duties. However, monies received for a subpoena, less transportation mileage reimbursement, shall be remitted to the Clark County District Accounting Department immediately upon receipt of the monies for the subpoena.
- 12-9-1 Otherwise, an employee who is required by law to appear in court as a witness may access earned personal leave, earned annual leave or may take unpaid time off as necessary for such purpose provided the employee provides the employee's administrative supervisor reasonable advance notice.
- 12-9-2 Leave without loss of pay will not be provided to an employee having a personal interest or benefit from participation in the proceeding or if the proceeding is between any employee and the District.

- 12-9-3 Any employee subpoenaed by an employee organization to appear at any hearing relating to labor relations matters shall not be granted leave with pay except as provided in a negotiated agreement.
- 12-9-4 The district retains the right to require employees to serve as witnesses without loss of pay.
- 12-10 In the event civil or criminal proceedings are brought against a teacher and the teacher is cleared of said charge, all written reports, comments or reprimands concerning actions which the courts found not to have occurred, shall be removed from the teacher's personnel file. No reference to criminal charges as described above shall be included in the personnel file. Entries into said file as they relate to civil or criminal proceedings described above shall be limited to violations of School District policy or administrative regulations, which are known beyond a reasonable doubt to have occurred.
- 12-11 A teacher may use reasonable and necessary force as provided for by NRS 392.4633.
- 12-12 The verbal abuse of a teacher by students shall not be tolerated.

### **ARTICLE 13 QUALIFICATIONS FOR TEACHERS**

- 13-1 Subsequent to the effective date of this Agreement, all personnel hired as classroom teachers, for other than occupational courses, shall be required to have at least a bachelor's degree from an accredited college or university.
- 13-2 Unless an appropriate waiver has been granted by the Nevada State Department of Education, teachers employed by the School District shall comply with the Nevada teacher licensing requirements for the position to which they are assigned.
- 13-3 Teachers who are assigned to teach academic subjects not within their major or minor field of college preparation shall be evaluated based upon their performance while teaching subject areas within their major or minor areas. However, the teacher shall be evaluated in the non-major or non-minor classes on teaching techniques exclusive of subject matter content.
- 13-4 It is recognized that teachers on special assignment are not administrators.

### **ARTICLE 14 TEACHER PERSONNEL FILES**

- 14-1 There are two (2) personnel files maintained on each teacher: one is kept at the central office and one is kept at the school location. These files shall not include the principal's "log." This "log" shall be maintained solely for the principal's own personal use and shall not be used as a personnel file. A copy of each written report, comment, reprimand, or any other document concerning a teacher which the School District places in either of the two (2) personnel files shall be provided to that teacher. The teacher shall sign the file copy of the written report, comment, reprimand, or any other document as acknowledgment of receipt of a copy of the document. Such signature shall not be construed as agreement to the contents of the document.
- 14-2 Any written response by the employee to any written report, comment, reprimand, or other document as provided for in Article 14-1 above shall also become a part of that employee's personnel file and shall remain a part of said file as long as the written report, comment, reprimand, or other document responded to remains a part of the file. All copies of the

employee's response will be countersigned by the receiving administrator or designee, and a copy of the response shall be attached to the supervisor's document. When an employee makes a written response to any written report, comment, reprimand, or any other document, the employee's response shall be made within thirty (30) school days, except in cases where a document is the subject of a grievance or is a suspension, and shall be attached to the supervisor's document. The thirty-day (30-day) timeline to respond to documents that are the subject of a grievance and/or suspension shall begin upon the completion of the grievance and/or suspension appeal process. Upon written request of the teacher, a waiver of the time limits by the supervisor, not to exceed ten (10) days, shall not be unreasonably withheld. When a copy of the supervisor's written document is forwarded to any other location, a copy of the employee's written response shall be attached.

14-3 Written reports, written comments, written reprimands, or other documents of School District origin, in the possession of the District, or to which the District has access, which have not been called to the teacher's attention in writing shall not be used to adversely affect the continued employment, transfer, salary, or assignment to extra pay for extra duty assignments.

14-3-1 Any observation, incident, or behavior that results in an unsatisfactory rating in an evaluation or a direction for change in an evaluation must be brought to the employee's attention in writing through a separate document, which shall not include the notice of investigatory meeting or notice of on-going investigation, within twenty (20) Days.

14-4 Upon request, the teacher shall be given, within a reasonable time, access to the teacher's file, excluding any pre-employment documents. Upon request, any teacher shall be furnished a reproduction of any material in the teacher's file at a cost of ten cents per page not more than one time per year unless requested by the association.

14-5 Any time after a period of three (3) years and one (1) day from issuance, any written report, comment, reprimand, or other document, excluding evaluations, placed in any teacher's file shall be removed upon written request of that teacher.

#### **ARTICLE 15 MEDICAL SERVICES**

15-1 The School District agrees to pay the cost of periodic x-rays or other medically accepted TB tests required for School District employment when administered by the Clark County Health Department.

15-2 The School District further agrees to provide to teachers, free of charge, routine immunizations and booster vaccinations for smallpox, influenza, and diphtheria.

#### **ARTICLE 16 EXTENDED LEAVES OF ABSENCE**

16-1 The school trustees agree that a maximum of four (4) teachers shall, upon request, be granted a leave of absence without pay for the purpose of serving in an elected or appointed office of the Association or another Association with which it is affiliated. To be eligible for leave the employee must have completed two (2) full years under contract with the School District. Such leave is granted for no less than one (1) full contractual year.

16-2 A leave of absence without pay for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, and is a full-time participant in these programs. To be eligible for leave the teacher must have completed two (2) full years

under contract with the School District. (Administrative Regulation "Peace Corps, VISTA, Teacher Corps Leave: All Employees")

- 16-3 A teacher may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university. To be eligible for leave the employee must have completed two (2) full years under contract with the School District. (Administrative Regulation "Leave for Instructional or Consultant Services: All Employees").
- 16-4 Employees who are members of any Reserve Unit of the Armed Forces of the United States or the National Guard who are ordered to active duty, or who are drafted, or who enlist as an alternative to being drafted, shall be granted military leave of absence without pay, except under conditions outlined in Article 17-1-3. Employees who voluntarily request active duty or re-enlist are not eligible for a military leave of absence. Employees must have reported and must have begun service with the School District in fulfillment of their contract to be eligible for a military leave of absence. (Administrative Regulation "Military Leave: All Employees")
- 16-5 Upon the recommendation of the personnel officer, employee necessity leaves of absence may be granted to eligible employees by the Board of School Trustees for a period not to exceed one (1) year, where employees have identified a personal or family situation which will require the release of the employee from his/her contractual responsibilities. (Administrative Regulation "Employee Necessity Leave of Absence - All Employees")
- 16-6 Any teacher adopting a minor child shall receive, upon request, and with proper documentation, either sick leave or an employee necessity leave which shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements for the adoption.
- 16-7 A leave of absence without pay for one (1) year (Administrative Regulation "Employee Necessity Leave of Absence - All Employees") shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the school trustees.
- 16-8 Leaves of absence without pay for study or other professional improvement may be granted to eligible employees by the school trustees. To be eligible for such leave the employee must have completed two (2) full years with the School District. (Administrative Regulation "Professional Leave: All Employees")
- 16-9 Other leaves of absence without pay may be granted by the school trustees.
- 16-10 Upon return from leave granted pursuant to paragraphs 16-1, 16-2, 16-3, 16-4 or 16-8 of this Article, a teacher shall be considered as if he or she were actively employed by the school trustees during the leave and shall be placed on the salary schedule at the level he or she would have achieved if the teacher had not been absent. Pursuant to Paragraph 16-8, teachers must meet the requirement as outlined in the administrative regulation entitled "Professional Leave - All Employees" in order to receive increment credit on the salary schedule. Employees while on one of the above mentioned leaves may continue to participate in the Trust program at the employee's expense. Employees while on any of the above mentioned leaves are not eligible to receive sick leave or retirement credit. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Paragraphs 16-5, 16-6, 16-7, and 16-14 of this Article.
- 16-11 All benefits to which teachers were entitled at the time their leave of absence commenced including unused accumulated sick leave, shall be restored to those teachers granted leave pursuant to this Article upon his/her return, and he/she shall be assigned to the same position which was held at the time said leave commenced, if available. If the same position is not available, the teacher shall be assigned to as near an equivalent position as is

available at the time of return. Teachers returning from such leave shall notify the School District prior to April 1st of the prior school year of their intent to return.

- 16-12 A teacher granted adoption leave, or leave to care for a sick member of the teacher's immediate family, may request to be returned to active teaching status in writing to the Human Resources Division if the teacher wishes to return sooner than the time for which the leave was granted. The Human Resources Division will return the teacher to active status when a vacancy occurs for which the teacher is qualified.
- 16-13 All leaves and extensions or renewals of leaves shall be applied for and granted in writing.
- 16-14 A leave of absence without pay for a period not to exceed one (1) year may be granted to any teacher who wishes to pursue employment that is directly related to his/her school assignment or certification(s). The leave granted under this Article shall be to allow the instructor to improve practical skills and knowledge regarding current work procedures, technology, and innovations in the field for which he/she is certified to teach. To be eligible for the "work" leave, the teacher must have completed seven (7) full years of continuous service under contract with the District. This leave may not be extended. This leave may be granted only once every seven (7) years. The board may, at its discretion, limit the areas and/or the number of leaves granted annually and may deny any such leaves when determined to be detrimental to the instructional program of the District.
- 16-15 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 policies or administrative regulations of the School District.

#### **ARTICLE 17 TEMPORARY LEAVES OF ABSENCE**

- 17-1 For each separate school year covered by the term of this Agreement, teachers shall be entitled to the following temporary non-accumulated leaves of absence with regular rate of pay each school year.
  - 17-1-1 With the approval of the principal and superintendent, leave with pay will be granted for the purpose of attending professional association meetings, conferences, delegate assemblies, conventions, training for CCEA union business, or for the purpose of visiting other schools for the sole purpose of viewing a new or unique educational program at that school. This would include the traditional approval of at least two hundred fifty (250) school days for association representatives to attend meetings, conferences or conventions. No individual shall be granted approval for more than ten (10) days of the two hundred fifty (250) school days allocated for association representatives.
    - 17-1-1-1 A licensed employee who utilizes this provision shall continue to be paid at the employee's daily rate of pay.
    - 17-1-1-2 No more than \$100,000.00 per year of the Agreement shall be expended on release time for such licensed employees.
    - 17-1-1-3 The Association shall reimburse the District at the substitute daily rate of pay plus other legally required contributions as these days are used.
  - 17-1-2 The Association shall reimburse the School District the substitute daily rate of pay for a maximum of two (2) teachers required to appear at hearings of the Local Government Employee-Management Relations Board, grievance arbitration

hearings, fact-finding hearings or any court appeal relating to any such hearings which are initiated by the Association. The Association shall reimburse the District the daily rate of pay for any additional teachers over and above the maximum of two (2) required to appear at the hearings. The maximum of two (2) teachers required to appear shall be limited to the same two (2) teachers appearing during the duration of the hearing. The Association shall reimburse the District the cost of providing substitutes for teachers required by the Association to appear at hearings described in this Subsection when such hearings are initiated by the District. This provision shall not apply to any teacher subpoenaed to appear in any civil case in which that teacher has a direct interest not arising from their role as an employee of the District.

- 17-1-3 Members of reserve units of the Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of ten (10) days or less, shall receive their regular rates of pay for this period of time. However, they will be required to surrender payment received for military service while on active duty, exclusive of pay received for meals, transportation and lodging. This provision applies only to emergency situations and does not apply to active duty assignments to summer encampments, schools or classes normally required of members of the National Guard or Reserve Military Units.
- 17-1-4 Teachers who are active members of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, or the Nevada National Guard must be relieved from his duties, upon request, to serve under orders without loss of his regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. No such absence may be a part of the employee's annual vacation provided for by law.
- 17-1-5 A teacher who is elected to serve in a statewide elected position for no longer than 120 days shall be granted a temporary leave of absence. At the expiration of the leave of absence, the teacher will be returned to the position the teacher left. Additionally, retroactive to 1995, the teacher shall return under the same provisions as outlined in Article 16-10.
- 17-1-6 Other leaves of absence with pay permissible by law may be granted by the school trustees.
- 17-1-7 If school is in session at the expiration of a temporary leave of absence, the employee may be returned to the position that the teacher left, if it is available, or to any position filled by a substitute teacher for which they are licensed.
- 17-1-8 In the event that a teacher testifies as a result of a lawfully issued subpoena in a criminal matter, the District shall grant a leave of absence under the above conditions; and the teacher shall reimburse the District any amount received for jury or witness fees, up to the amount of the teacher's daily rate of pay for the period of absence. The teacher shall retain any amount received for mileage/travel expenses.

17-2 Leaves taken pursuant to Article 17-1 above shall be in addition to any sick leave to which the teacher is entitled.

**ARTICLE 18  
SICK LEAVE**

- 18-1 Sick leave is paid leave that is granted an employee by this Agreement who is unavoidably absent because of personal illness or accident, or because of serious illness or accident in the 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.
- 18-2 Employees who receive a paycheck for the September 25 pay distribution shall be credited with and may use up to six (6) days of sick leave at the beginning of the school year which are earned at 1.5 days per month for a maximum of ten (10) months not to exceed fifteen (15) days. However, an employee must report to the teaching assignment as required by the contract in order to have sick leave credited. In the event an employee does not complete the number of days required by contract, the number of sick days used in excess of the number of prorated days earned will be deducted when the final pay of the terminating employee is computed. Employees who begin service later in the school year shall be credited with the number of days sick leave that may be earned at the rate of 1.5 days for each month of service that may be completed by the end of the school year.
- 18-3 Unused sick leave shall be accumulated from year to year without limit.
- 18-4 Absence due to sick leave will be compensated leave only to the extent the employee has earned or accrued sick leave in accordance with the above provisions.
- 18-5 In no case will absences due to sick leave during summer school or the summer months be paid except for those employees of schools for which the summer months constitute part of the regular school year. In the latter situation, the employees will be paid for sick leave absences in accordance with the above provisions.
- 18-6 If a review of sick leave usage indicates that an employee's use of sick leave is excessive, questionable, or not in accordance with the provisions of this Article, the District shall have the right to review the usage of such leave. The District, at the District's expense, may require an employee to have a physical examination from a physician of the District's choice from a list of qualified physicians licensed to practice in the State of Nevada or at the option of the District to submit a written certificate from a physician of the employee's choice confirming the necessity of an absence due to illness. The District has the right to make any inquiries that would be applicable when abuse of sick leave is suspected.

If an employee disagrees with the decision of the Chief Human Resources Officer, or designee, the employee may appeal the decision to the Sick Leave Review Committee composed of two members appointed by CCASA, two members appointed by CCEA, two members appointed by ESEA, and two members appointed by POA or composed of five (5) members appointed by CCEA. A majority vote of the committee members present shall determine the decision of the committee. The decision of the committee shall be final and binding. In the event the committee is unable to secure a majority, the decision of the Associate Superintendent or designee shall stand. The committee's decision shall be limited to determining if the use of sick leave is appropriate.

The Sick Leave Review Committee shall hear the appeal if it is filed within twenty (20) work days after the employee is notified of the Associate Superintendent's or designee's decision. The Sick Leave Review Committee shall meet each month and shall hear all appeals which are filed ten (10) or more days prior to the meeting of the Sick Leave Review Committee. The employee and/or the association representative and the Associate Superintendent and/or designee will be permitted to testify and present written information to the committee.

This appeal procedure shall be in effect for the current contract and shall end with this Agreement unless it is placed in the subsequent Agreement. The appeal procedure can be eliminated by the District or the Association after providing a thirty (30) day written notice.

- 18-7 Any employee who misuses sick leave shall be subject to disciplinary action. Any dispute regarding such disciplinary action shall be subject to the provisions of Article 4, Grievance and Arbitration Procedure.
- 18-7-1 Misuse of sick leave above includes universal personal leave, as provided in this paragraph, and bereavement leave taken in accordance with this Article. The District shall have the right to request verification from employees who utilize sick leave, bereavement leave and who utilize universal personal leave in emergency situations or in which four (4) days' notice is not given. In order to utilize a universal personal leave day, an employee must have an accrued day of sick leave to charge against the universal personal leave day. Utilization of a universal personal leave day when an employee does not have an accrued day of sick leave constitutes abuse of sick leave, and in such instances the District has the right to make any inquiries that would be applicable, such as when an abuse of sick leave is suspected.
- 18-8 Upon retirement or death, a teacher who has been employed by the Clark County School District for at least ten (10) consecutive years shall be compensated for unused sick leave by the District no later than December 15 of the next fiscal year at a rate determined on an annual basis as follows:
- 18-8-1 The term "Retirement" shall apply only to those teachers who terminate and receive benefits from the Public Employees Retirement System.
- 18-8-2 Compensation for unused sick leave is limited to a maximum of one hundred (100) days per qualifying employee.
- 18-8-3 The District shall allocate the sum of \$196,197.24 to calculate the rate of pay for each unused day of sick leave. This amount shall be increased in the same percentage amount granted as general salary increases as a result of future negotiations.
- 18-8-4 The annual sum as determined in Article 18-8-3 will be divided by the total number of eligible unused sick days allowed in Article 18-8-2 for all eligible employees as defined in Article 18-8-1 to yield a daily unused sick leave rate. Each eligible employee will be paid the daily unused sick leave rate for each day of eligible unused sick leave pursuant to this Article.
- 18-8-5 The District will provide to the Association an accounting of payments made pursuant to this Article no later than December 30 of each year.
- 18-9 Employees covered by this Agreement whose accumulated service time in the Nevada Public Employees Retirement System (PERS) will be at least 29 years but less than 30 years by August 31, and have been employed as a teacher for at least fifteen (15) years with the District may at their sole option elect to terminate their employment with the District and, in exchange for such termination to take place not later than August 31, except for "Y" status employees for which the final date of termination is July 31, but no earlier than at the conclusion of their current contract year, the District shall provide an incentive as follows:
- 18-9-1 The District will purchase up to one (1) year of PERS service, total service including such purchase not to exceed thirty (30) years, and the employee must have at least one hundred (100) days of accumulated unused sick leave as of August 31 of the year in which they intend to retire with the District.



- 18-9-2 Any PERS credit received pursuant to the 1/5 credit provisions of NRS 391.165 as it existed on June 30, 2007 will not be used in calculating the years of service; thus an employee who receives any PERS credit pursuant to NRS 391.165 as it existed on June 30, 2007 may exceed the 30 years and qualify for the benefits allowed in Article 18-9.
- 18-9-3 Half-time employees are only entitled to half of the incentive.
- 18-9-4 The incentive set forth under this section may be elected by employees between July 1 and July 15 only. In order to be eligible, employees must complete their contract for the relevant school year.
- 18-9-5 Article 18-9 is effective for the current contract and may be renewed at the option of the District. The parties agree to discuss this in the future.
- 18-9-6 Any employee who is elected to receive an early retirement incentive under District Regulation 4370 is not eligible to receive any purchase of PERS service under this contract.

In order to qualify for District participation in the purchase of retirement service credit, an employee must meet the criteria and follow the procedures stated below:

1. The individual must be a Clark County School District employee at the time the application to purchase retirement service credit is made.
2. The employee resignation, the procedures for the early retirement incentive option and/or the insurance incentive declaration option must be completed no later than April 30 and at least three (3) months prior to the effective date of retirement from the District. Further, the effective date of retirement from the District cannot be later than December 31 of that calendar year. In order for an employee to take advantage of this Option Two retirement program, the employee must begin receiving benefits within thirty-six (36) months of the last day of employment.
3. Employees requesting early retirement benefits must have completed a minimum of fifteen (15) years of tenure with the Clark County School District and a maximum of twenty-nine (29) years of service.
4. To determine the buy-out contribution, the District will contribute the current prevailing actuarial contribution rate for regular members under the employer pay contribution plan.
5. Article 18-9-6 may be implemented, extended or modified any time at the sole discretion of the District. This Article is not subject to the grievance and arbitration procedures.

18-10 Maternity/Paternity/Adoption Leave

- 18-10-1 Maternity/paternity/adoption leave may be granted to teachers. Leave of absence for maternity/paternity/adoption must be applied for not later than sixty (60) calendar days prior to the expected date of delivery and, if possible, notice shall be given before the anticipated placement date of an adopted child. Upon written request of the teacher for paternity/adoption and written approval of the teacher's attending physician for maternity, the District may return the teacher to active status prior to expiration of the leave. At the expiration of the leave,

the teacher must return to active duty, apply for and be approved for a leave of absence, or resign.

18-10-2 Teachers who become pregnant may continue to perform their assignments until:

- a. the teacher requests relief from assigned duties, or
- b. the District determines that the teacher's condition prevents the teacher from carrying out the essential functions of the job.

18-10-3 A teacher shall be granted maternity/paternity/adoption leave not to exceed six (6) calendar weeks immediately surrounding the birth or placement of the child. The teacher will have the option of charging any and all maternity/paternity/adoption leave to accrued sick leave or, if accrued sick leave is not sufficient, leave may be taken without pay.

18-10-4 Where both parents of a newborn or newly adopted child are employees of the school district, the total combined sick leave available to both employees for purposes of Article 18-10-3 shall not exceed six (6) weeks.

18-11 Sick Leave Pool

18-11-1 Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The committee shall be composed of an equal number of members appointed by the Association and the District and will develop procedures for the operation of the Pool.

18-11-2 Sick Leave Pool

1. Pool participants must have a minimum of six (6) days of accrued sick leave.
2. When the requirements set forth in this section and any others established by the committee have been met, the participant shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.
3. Each participant may, during the period September 1 to September 30, or May 1 to May 31, which shall be the "window" periods established to contribute to the Pool, contribute one (1) day of earned sick leave to the Sick Leave Pool.

If the Pool fails to become operable, any participant who contributed one (1) day, within the window period, to the Sick Leave Pool shall have it returned to the participant's account.

4. The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.
5. The following minimum requirements for the operation of the Pool shall apply:
  - a. No participant shall be eligible for more than one hundred (100) days during any one school year.

- b. No participant shall be eligible to access the Pool until all accrued sick leave and personal leave has been exhausted.
- c. No participant shall be eligible to utilize the Pool until the participant has been absent for at least ten (10) consecutive days.
- d. Access to the Pool shall be applicable only to the catastrophic injury or illness of the participant.
- e. Participants applying for days from the Pool must submit an application which must include justification for the leave and a certificate from a physician. The Committee can require a second medical opinion from a physician selected by the Committee to be paid for by the participant.
- f. Participants who are determined to have abused use of Pool days will reimburse the days drawn from the Pool and will be subject to disciplinary action in accordance with the provisions of this Article.
- g. Any participant utilizing days from the Pool shall not be required to reimburse those days except as a regular contributing participant.
- h. In the event the operation of the Sick Leave Pool is more expensive than anticipated by the District, the District may discontinue operation of the Pool upon thirty (30) days written notice to the Association.

**ARTICLE 19  
BEREAVEMENT LEAVE**

- 19-1 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 employee and must be used for that purpose. Two (2) additional days with full pay may be approved by the employee'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. For purposes of Article 19, the term "Immediate Family" shall be defined as per Article 1-11.

**ARTICLE 20  
PERSONAL LEAVE**

- 20-1 All licensed employees will qualify for one day of universal leave. This universal day will be deducted from accrued sick leave but not counted against sick day usage for earned personal leave. Earned personal leave as defined herein may only be granted to those employees who qualify for such leave in accordance with the provisions of 20-2.
- 20-2 Employees who in the prior school year completed their contracts and who commenced their contracts by October 1 of the prior school year and who used five (5) days or less sick leave exclusive of universal and bereavement leave (in the prior school year) through July 31 of the current contract year shall be entitled to two (2) days earned personal leave with pay. Employees who in the prior school year completed their contracts, who commenced their contracts by October 1 of the prior school year, and who use no sick leave exclusive of universal, personal, and bereavement leave through July 31 in the prior school year shall be entitled to a total of four (4) days earned personal leave with pay. Employees who in the prior school year used more than five (5) days sick leave exclusive of universal, personal

and bereavement leave, are not entitled to earned personal leave. Earned personal leave shall be in addition to the day of universal leave.

Teachers who are on contracts which include add-on days that total two hundred and fourteen (214) days or more and who use six (6) days or less of sick leave exclusive of universal, personal, and bereavement leave (in the prior school year) through July 31 of the current contract year shall be entitled to the two (2) days earned personal leave with pay as provided for above.

- 20-3 Universal leave in accordance with 20-1 and limited by 20-4 and earned personal leave, in accordance with 20-2 above, limited by 20-4 and 20-5, shall be granted to employees without any limitation on the purpose for the use of such days.
- 20-4 Employees shall notify their immediate supervisor of the intended use of a day's universal and/or earned personal leave at least four (4) days prior to the date to be used, except in cases of personal emergencies. In the latter case, notice should be given as early as possible.
- 20-5 Earned personal leave shall not be taken during the first five (5) days and the Friday before Labor Day, or the Tuesday and Wednesday following Labor Day that licensed employees are required to be on duty or the last five (5) days licensed employees are required to be on duty, as well as the Thursday and Friday preceding the last day of school, except in cases of emergency or graduation of a member of the licensed employee's immediate family from school, college, or university.
- 20-6 Licensed employees may elect to buy-out earned personal leave at the daily rate of pay for a short-term substitute teacher in lieu thereof. Earned personal leave days not used by the end of a licensed employee's school year shall be purchased by the District and may not be accumulated.
- 20-7 Licensed employees may elect to buy out universal personal leave at the daily rate of pay for a short-term substitute teacher in lieu thereof. Universal personal leave days not used by the end of a licensed employee's school year shall be purchased by the District and may not be accumulated.
- 20-8 Any personal leave day provided for by this Agreement which is used by July 31 shall be charged to the current school year for calculation of personal leave days.

#### **ARTICLE 21 WORK YEAR**

- 21-1 The work year of the teachers covered by the classroom teacher salary schedule (other than new personnel who may be required to attend five (5) additional orientation days) shall consist of not more than one hundred and eighty-four (184) school days and shall be distributed according to the calendar determined and officially adopted by the Board of School Trustees. Two (2) of the five (5) above-mentioned days shall be set aside for routine personnel functions and association business but may not compel association membership. Teachers shall be provided a block of time of at least one day before classes begin to prepare their classroom/work area for the school year. Teachers assigned to a year round schedule may be required to work the equivalent amount of days as calculated in minutes.
- 21-2 Notwithstanding the provisions of 21-1 above, teachers who are assigned to a year round school may be required to work additional days beyond those provided for in 21-1 above. The assignment of such additional days shall be determined by the year round school calendar for the particular teacher's attendance cycle. The teachers assigned to work additional days at a year round school beyond the one hundred and eighty-four (184) or

equivalent school days provided for in 21-1 shall be compensated at their daily rate for each day worked beyond the one hundred and eighty-four (184) school days.

- 21-3 For the purpose of 21-2 above, a teacher's daily rate of pay shall be the teacher's annual salary as reflected on the teacher salary schedule divided by the number of contract days of service.
- 21-4 The work year shall meet the criteria established by Nevada Statutes. The teacher work year shall consist of no more than one hundred and eighty-four (184) or equivalent school days as provided for in 21-1.
- 21-4-1 The work year shall begin no earlier than the first Monday in August and shall end in accordance with the calendar adopted by the Board of School Trustees.
- This section does not apply to early reporting dates for employees (such as but not limited to counselors, librarians, in-service participants) who are required to report prior to the official first day, nor does it apply to new hires.
- 21-4-2 The work year shall end no later than the second Friday in June. The school year shall end at the completion date specified in the individual contracts. The school year for teachers assigned to year round schools shall end in accordance with the calendar adopted by the Board of School Trustees.
- 21-4-3 Consideration shall be given for teacher attendance at university summer sessions. Such consideration shall not be construed as to dictate school starting times nor school ending times.
- 21-4-4 The work year shall include all state-approved holidays.
- 21-4-5 The work year shall include the winter, Thanksgiving, and spring breaks as adopted through the school calendar by the Board of School Trustees.
- 21-5 Up to five (5) professional development days are currently allowed if approved by the State Superintendent of Public Instruction. The current contract day is seven hours and eleven minutes for licensed staff (431 minutes).
- 21-6 Teachers on extended or add-on days contracts must complete the number of days of work specified in their individual contract. In order not to exceed the number of contracted days, time-out days may be taken during the school year with the approval of the principal. Add-on days contracts are at the discretion of the District.
- 21-7 The District and the Association agree to establish a joint committee to make recommendations regarding operations involving year round schools.
- 21-8 The principal shall have the right to permit a modification of the calendar year for school facilitators. Agreements shall be reduced to writing.

## **ARTICLE 22 HOURS OF WORK**

- 22-1 Classroom teachers covered by this Agreement shall be required to work at the school premises a regular workday of seven (7) hours and eleven (11) minutes including the duty-free lunch period provided below (the workday). This is not applicable to teachers whose work year is less than one hundred and eighty-four (184) days as provided for in Article 21-1. The daily starting and departure time for classroom teachers shall be set in each school

by the principal, subject to any limitations due to transportation, enrollment or other aspects of the student day. Except in cases of temporary changes necessitated by emergencies, the principal shall seek the advice of the Teacher Advisory Council regarding any revision in the daily schedule. The principal shall seek the advice of the Teacher Advisory Council regarding any revision to the daily starting and departure times for teachers once they have been set. Individual teacher schedules, within the established starting and departure times, may be revised by the principal without seeking the advice of the Teacher Advisory Council.

- 22-2 During each workday, classroom teachers referred to in 22-1 above shall be granted a duty-free lunch period of thirty (30) minutes. This duty-free lunch period will not be interrupted except when emergencies make it necessary to alter a teacher's assignment or special events as determined by the Teacher Advisory Council, if one exists at the school, in conjunction with the principal, alter the foregoing. The School District will continue to allow elementary teachers to combine classes during student recess periods to a level approved by the principal in order to provide a break for teachers on as many days as possible.
- 22-3 The principal shall have the authority to permit divergence by teachers within the workday.
- 22-4 Assignments of classroom teachers of the bargaining unit during their workday to lunch duty, yard or playground duty, hall duty and other functions, such as nonpaying extracurricular assignments outside their workday, shall be determined by the principal with the advice of the Teacher Advisory Council, if one exists at the school.
- 22-5 It is recognized that certain meetings for educational, not extra-curricular, activities may be scheduled to extend beyond the day without additional compensation for the purposes listed below:
- 22-5-1 Attendance at general faculty meetings.
- 22-5-2 Special meetings may be called by the superintendent or school principal. It is agreed, however, that there shall be no more than three (3) such meetings per school year. Five (5) working days' notice shall be given.
- 22-6 Individual parent conferences which exceed the workday may be scheduled at the mutual convenience of both teacher and parent. When this is not successful, the principal shall schedule the conference at an appropriate time.
- 22-7 Non-paying extracurricular assignments exceeding the workday may be made when volunteers are not available. Involuntary assignments shall be made on an equitable basis. Every reasonable attempt shall be made to give at least ten (10) working days notice.
- 22-8 When a teacher specialist is in charge of the entire student class of a regularly assigned classroom teacher, the regularly assigned classroom teacher may, with the permission of the principal, leave the classroom and use that time for professional purposes. The principal shall not unreasonably withhold such permission from the requesting teacher.
- 22-9 Travel time of any teacher required to travel during the normal school day shall be considered as a part of such teacher's teaching day.
- 22-10 The provisions of 22-1 through 22-9 above relate to the time classroom teachers and other employees covered by this Agreement are required to remain at the school premises where their primary functions are performed. It is further recognized by the parties that all employees 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 employees covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without

additional compensation except as otherwise provided by specific provisions of this Agreement.

- 22-11 It is the intent of the District that the time added to the teachers' workday beyond the seven (7) hours shall be implemented with the start of the 1990-91 contracted school year and shall be used to increase existing periods at the secondary level and subject areas at the elementary level.

**ARTICLE 23  
NO STRIKES/WORK STOPPAGES**

- 23-1 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.
- 23-2 It is hereby agreed by the School District that there will be no lock-out of employees during the term of this Agreement.

**ARTICLE 24  
GENERAL SAVINGS CLAUSE**

- 24-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

**ARTICLE 25  
TEACHERS' CONTRACT OF EMPLOYMENT**

- 25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

**ARTICLE 26  
PROFESSIONAL COMPENSATION**

- 26-1 The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.
- a. Professional Salary Table (PST): The salary table shall be effective on December 1, 2021 for each employee pursuant to their contract (Table 1).
  - b. Salary Schedule (SS): The salary schedule in effect for the 2015-2016 school year (Table 4).
  - c. Transitional Salary Schedule (TSS): The transitional salary schedule (Table 3) which includes an additional new step on each column, the value of which is \$1321.00 higher than the highest step in the same column. Other than the additional step, the TSS is the same table as the SS.
  - d. Contact units earned for participation in designated coursework or professional development, as follows:

1. One (1) contact unit shall be earned for each one hundred eighty (180) minutes of participation outside the licensed employee's contracted work day and as approved by the principal/designee or appropriate administrator.
  2. Five (5) contact units shall be earned for each college/university semester credit.
  3. Three and one half (3.5) contact units shall be earned for each college/university quarter credit.
  4. Five (5) contact units shall be earned for one CCSD Professional Development Education Unit.
  5. Five (5) contact units shall be earned for one Continuing Education Unit (CEU). One (1) CEU = fifteen (15) contact hours.
- e. Professional Salary Table Column: On the PST the columns across which those who earn contact units advance.
  - f. Professional Salary Table Step: On the PST the steps by which those who earn service credit advance.
  - g. Joint Hearing Panel: The panel which will hear past and transitional disputes with regard to placement, i.e., steps as they relate to current placement on the salary schedule (SS), the transitional salary schedule (TSS), or the professional salary table (PST).
  - h. Professional Salary Table Joint Committee (PST-JC): The committee of not less than four CCEA members and four CCSD appointed administrators representatives of CCSD and CCEA who shall meet twice a year to review the salary schedule and any emergent issues or implementation problems.
  - i. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

26-2 Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the term NEPF shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

26-2-1 With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years if the employee has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e., move across and one step down. No licensed employee will be eligible for more than one step movement per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.
- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.



- e. Accumulated units may only be utilized to move across one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2 For the term of this agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

- a. The licensed employee remains working in a Title 1, Tier 1, or Title 1, Tier 2 school for the two years while completing 225 contact units and;
- b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, Tier 2, as of January of the prior school year as determined by the Nevada Department of Education, and;
- c. If the licensed employee transfers to a school that is not a Title 1, Tier 1, or Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.
- d. If the employee elects to move from a Title 1, Tier 1, and Title 1, Tier 2 school to one that is not in that category, then the contact units accumulated during the two-year time period shall apply to a three-year track column movement.

26-2-3 Master Practitioner and Leader Pathway

- a. Eligibility: Educators applying for participation in the Master Practitioner and Leader Pathway (MPLP) are required to have earned a Master's Degree, National Board Certification, or have completed five years of teaching experience. Additionally, all applicants must be post-probationary and can demonstrate two years of effective or highly-effective evaluations.
- b. Selection: Educator participation is determined through a jointly created selection process.
- c. Size of Pool: Two cohorts will be offered annually with no more than twenty-five educators in each cohort participating for a total of 50 potential participating educators.
- d. Population: The eligibility and selection of the MPLP candidates will be contingent upon current and maintained placement in chronically underperforming schools as annually defined by the Parties, unless no position is available within the candidate's licensure.
- e. Required to Attain: Once selected, each candidate will be required to complete a four-year program. Failure to complete may result in candidates being dropped from the program. During each year, candidates will be expected to complete coursework, portfolios, and micro-credentials in the areas of high-leverage instructional practices, intentional coaching, student and staff culture, family and community partnerships, and transforming school-wide practices, as assigned. Candidates understand that expectations and assignments may change over the course of the program.

- f. Upon completion, the licensed employee shall be awarded the status of Master Practitioner and shall advance one column movement plus two steps, unless the salary schedule is modified and agreed upon by the parties.
- g. Activities completed for the MPLP may not be utilized for the accrual of contact units for a column advancement under Article 26-2-1 or Article 26-2-2 unless the candidate fails to complete the MPLP. Candidates who fail to complete the MPLP may utilize activities completed for the MPLP for the accrual of contact units after their participation in the program ends.
- h. Nothing in this agreement will prevent or delay an educator from utilizing contact units accrued from activities outside of the MPLP to receive a column advancement pursuant to the terms of Article 26-2-1 or 26-2-2 of this Agreement.

26-2-4 Any dispute arising from a supervisor's denial of coursework and/or contact units toward column movement shall be handled in the following manner:

- a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.
- b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to the Joint Hearing Panel. The appeal form shall be developed by the Joint Hearing Panel and shall, at a minimum, include the following information from the licensed employee: description of professional learning opportunities, applicable NEPF standard to which the professional learning opportunities apply, and reason(s) for requesting approval. The appeal form shall also include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.
- c. If the dispute is not resolved at that level, the appeal form shall be forwarded to the cabinet member who oversees that unit/division for review and determination. This process shall be completed within (7) seven working days from the date of the cabinet member receiving the appeal.
- d. If the dispute is not resolved at that level, the appeal form shall be forwarded to the Office of the Superintendent. The Superintendent shall issue a decision within seven (7) working days of receiving the appeal.
- e. The decision of the Superintendent is final.
- f. The Superintendent's decision is not subject to the grievance and arbitration procedures of this Agreement.
- g. If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-2-4), the licensed employee may do so provided that:

26-2-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed under the grievance and arbitration provisions of this Agreement.

26-2-4-2 The employee waives his/her option to utilize the Joint Hearing Panel Process described herein in Article 26-2-4.

26-2-5 A licensed employee shall advance one (1) step on the professional salary table for each additional year during the term of this Agreement. Even if licensed employees move across to the next column in accordance with the provisions of Article 26-2-1, they are only eligible to move one step for each school year. However, a licensed employee hired after January 31, who has no previous teaching experience recognized by the School District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing school year.

26-2-6 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be critical needs positions. In an effort to encourage licensed employees to accept and then to remain in those positions, the parties may negotiate new terms related to this issue under Article 26-5 of this Agreement.

26-2-7 The parties agree that the District will pay a column advancement for every employee who has completed their PGS requirements of meeting the 225 CUs per Article 26 of the CBA for each year of the contract (2021-2022 and 2022-2023). Effective date of the column advancement shall be the first pay period of each school year for that employee pursuant to their contract.

26-3 Professional Growth System

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed professional practice. The PST shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in Article 26-3-3 herein shall encourage Professional Growth Plan (PGP) proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

26-3-2 The purpose of the PGS is as follows:

- a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;
- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
- c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:

- a. Develop an Action Plan.
- b. Design the PGP.
- c. Propose and receive authorization for the PGP.

- d. Maintain evidence of the PGP.
- e. Undergo a yearly review of the PGP.
- f. Document accomplishments pertaining to the PGP.

26-4 The Joint Hearing Panel comprised of three (3) CCSD designees and three (3) CCEA designees shall be established to review disputed educational attainment credits or placement concerns, i.e., steps as they relate to current placement on the salary schedule (SS), the transitional salary schedule (TSS), or the professional salary table (PST).

26-4-1 Employees who dispute their current step/column placement on the salary schedule in effect at the beginning of the 2015-2016 school year shall submit their dispute to the panel by January 29, 2016. The Joint Hearing Panel must make a determination of those issues by February 12, 2016.

26-4-2 Employees who dispute their placement on the TSS shall have until March 15, 2016, to submit issues to the panel. The Joint Hearing Panel must make a determination of those issues by March 30, 2016.

26-4-3 Determination of employee placement and transition to the (new) PST salary schedule shall be governed by the provisions set forth in the "Memorandum of Agreement for Transition of Current Licensed Staff to the New Professional Salary Table" and shall be finalized by February 15, 2016. CCSD and CCEA representatives shall meet on February 15, 2016, to review the placement and discuss any emergent issues. Employees shall be placed on the new salary schedule effective March 1, 2016.

26-4-4 If the Joint Hearing Panel cannot reach agreement, the Superintendent shall make the final determination, and such decision is not subject to the grievance and arbitration provisions of this agreement.

If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-4), the licensed employee may do so provided that:

26-4-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed in Article 26-4 and in the "Memorandum of Agreement for Transition of Current Licensed Staff to the New Professional Salary Table," and;

26-4-4-2 The employee waives his/her option to utilize the Joint Hearing Panel Process described herein in Article 26-4.

26-4-5 Only pay for the 2015-16 school year, and the associated transition to the PST, is eligible for reconsideration of the Joint Hearing Panel. In other words, no retro pay for previous school years shall be provided, regardless of the decision of the Joint Hearing Panel.

26-4-6 It is acknowledged by each party that CCSD may require an adjusted timeline for the transition, should unanticipated difficulties arise. Should the timeline need to be adjusted, CCSD shall establish a new timeline, and the new timeline shall be communicated to the CCEA.

26-5 Representatives of CCSD and CCEA shall meet twice a year as the Professional Salary Table Joint Committee (PSTJC) to review the salary schedule and any emergent issues or implementation problems and by mutual consent can modify the terms of Articles 26-1 through Article 26-5. Those meetings shall take place in the first and last quarter of each fiscal year's budget.

- 26-6 Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the new professional salary schedule. Employees in at-risk schools as identified in Article 26-2-2, who are eligible for the two-year column movement track, shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by Article 26-2-2. Accordingly, the parties agree to monitor progress on achieving that outcome, and if needed, shall consider modifying this Agreement to ensure that placing and retaining qualified classroom teachers in at-risk schools is being accomplished.
- 26-7 If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan
- 26-8 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience, shall be on Column 1, Step A.
- 26-9 Initial placement provisions for an experienced licensed employee new to the School District who has been employed as a licensed employee within the last three years shall be as follows, with the exception noted in section 26-9-4:
- 26-9-1 The licensed employee shall submit the employee's most recent licensed employee contract or other similar legal verification to Human Resources. For the purposes of this section, "licensed employee contract" refers to a contract as a licensed employee in the same bargaining unit and/or group to which classroom teachers belong. A contract as a school or district administrator shall not be used for initial placement of an experienced licensed employee. (See Article 26-19 for placement of licensed employees who have been administrators during the most recent three years prior to employment with the School District).
- 26-9-2 Human Resources shall determine the licensed employee's base salary contract amount from the employee's previous position. For purposes of this provision, "base salary" refers to base salary which is published on the licensed employee salary schedule for that school/district, and which the licensed employee was paid during his/her previous position. Incentive, supplemental, performance pay, and "future bargained pay" are not considered base pay.
- 26-9-3 Human Resources shall place the licensed employee on the Professional Salary Table (PST) in the following manner:
- a. Determine the value of the PST step closest to, but not less than, the licensed employee's previous licensed base salary.
  - b. On the PST, place the employee on the closest corresponding step that is on the column farthest to the left, but no farther down the schedule than Step G. No new licensed employee shall be placed on a column or paid an amount not yet available to current licensed School District employees.
  - c. In other words, no new licensed employee shall be placed on step H, I or J.
- 26-9-4 If a licensed employee has previously worked for School District within the past three school years, the most recent column and step the individual received as a licensed employee in the School District shall be utilized for placement upon

return to the School District. However, if the individual has worked in another school district during that time period, the salary of the most recent Nevada school district shall apply.

26-9-5 The parties agree to meet and discuss revisions to this Agreement to comply with the provisions of Senate Bill 293 of the 81<sup>st</sup> Session of the Nevada Legislature.

26-10 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years, or who does not meet the requirements of Article 26-9, shall be placed on the PST as follows.

26-10-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the Transitional Salary Schedule (TSS) in use for the 2015-2016 transition to the new PST. With the exception of the previous provision regarding maximum experience credit, all other bargaining provisions and regulations which governed TSS shall be utilized for such placement prior to movement to the PST.

26-10-2 The District will then move the licensed employee to the PST in accordance with the provisions of this Article and the Article 26 Transition Memorandum of Agreement (MOA).

26-10-3 Placement of an experienced licensed employee new to the District who has not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017, for determination of placement processes in future years.

26-10-4 When determining such placement, the following provisions shall be in effect:

26-10-4-1 In addition to complying with Nevada Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit the licensed employee with professional growth credit for placement on the TSS for any course(s) taken that is related to:

(a) The licensed employee's PK-20 related major or minor field of preparation, and for this section PK-20 is defined as a degree in the education of students at any of the following levels:

PK-14: Pre-School to Two-Year Degree  
PK-16: Pre-School to Four-Year Degree  
PK-18: Pre-School to Master's degree  
PK-20: Pre-School to Graduate Degree

(b) The teacher's most recent licensed assignment, or

(c) The licensed employee's present endorsement(s), excluding a substitute endorsement, or PK-20 related degree(s), or

(d) Additional endorsement(s), excluding a substitute endorsement, being pursued by the licensed employee, or

(e) Additional PK-20 related degree(s) being pursued by the licensed employee.

- (f) Professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.

26-10-4-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year he/she worked or the class or classes the employee was notified would be taught in the subsequent school year.

26-10-4-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects such as, but not limited to, English, reading, math, and science at the elementary level.

26-10-4-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.

26-10-4-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.

26-10-4-6 With the exception of Article 26-10-4-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.

26-10-4-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.

26-10-4-8 Non-educational, "professional" degrees such as doctors of chiropractic, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.

26-10-4-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency as determined by that state's licensing regulations shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional

growth credit. CEUs must be earned through an appropriate, accredited provider.

- 26-11 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.
- 26-12 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-9, and in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.
- 26-13 In order to place newly hired licensed nurses on the PST, the licensed nurse shall first be placed on the TSS and then shall be placed on the PST in accordance with Article 26-10. On the TSS, the licensed nurse will be placed at least on Step 3 of Class D, but is eligible for placement on Class D at the Step the nurse would otherwise have been eligible for in accordance with the provisions of Article 26-10 and the placement of licensed employees on the TSS.
- 26-14 Newly hired employees who possess an earned specialist degree will be placed first on the TSS and then will transition to the PST in accordance with Article 26-10 and the following provisions:
- 26-14-1 If the degree consists of no less than 65 credit hours after completion of a bachelor's degree, the newly hired licensed employee shall be eligible for placement on Class F on the TSS.
- 26-14-2 Any school psychologist who completes (a) a specialist degree or (b) an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement in Class F on the TSS. Any school psychologist who completes a doctorate degree shall be placed in Class G on the TSS.
- The District will then convert the school psychologists to the PST in accordance with the Article 26 Transition Memorandum of Agreement (MOA) and advance two columns on the PST.
- 26-15 School District support professionals who are hired as licensed employees within one (1) year of resignation or retirement from service as a School District support professional shall be placed in accordance with the provisions of Article 26-9, utilizing the support professional's previous base salary, annualized to full time if less than 12 month employees. If the former support professional earned a Master's Degree or Doctorate in order to attain Nevada teacher licensure, the employee shall be placed on the TSS commensurate with his/her degree and the associated TSS provisions for support staff hired as licensed staff, and then shall be moved to the PST in accordance with the provisions of the transition MOA, provided that the TSS placement methodology results in a higher salary than utilizing the support staff employee's former salary. Additionally, the School District shall recognize up to a maximum of three (3) years' experience as a School District support professional for salary placement.
- 26-16 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the TSS and then will transition to the PST in accordance with Article 26-10 and the following: the juris doctor degree shall be applicable for payment at Class D on the TSS salary schedule. Those eligible for placement under this sub Article shall be eligible for



placement in Classes E and F if the requirements for placement in those classes have been otherwise met, provided that such credits have not been previously utilized for placement in Classes A, B, or C and were earned after awarding of the juris doctor degree.

26-17 Those licensed employees who, while serving in the U.S. Armed Forces, went to formal instructor training and taught full-time in a military training program shall be placed in accordance with the provisions of Article 26-9 or Article 26-10, as applicable, utilizing the instructor's previous base salary.

26-18 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall first be placed on the TSS and then will transition to the PST in accordance with Article 26-10 and the following: The licensed employee will be initially placed on Class D, Step 3, of the TSS salary schedule. This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.

26-19 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-12 through Article 26-19.

26-20 Shared Contracts / Half-Time Contracts

Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.

A shared contract shall consist of one full-time position at one school shared during one school year by two licensed employees who have agreed to accept such a contract.

Currently existing shared contracts will be allowed. The status of establishing new shared contracts will be reviewed annually. A shared contract will be eliminated when one partner leaves the shared contract for any reason, when the school decides to eliminate the shared contract, or when one partner in the shared contract falls below the surplus line.

If one partner leaves mid-year, (i.e. resigns, dismissed, LOA), the remaining partner may request to assume the full contract or to resign.

If one partner submits resignation effective the end of the school year, remaining partner must take the full contract for the ensuing school year or resign.

If the school decides to allow the shared contract to continue in the ensuing year and both partners are above the surplus line, both are allowed to remain in the shared contract.

If one partner falls below the surplus line, the partner below the line is surplus, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplus, and their position becomes a vacancy.

If the shared contract will be eliminated at the end of the school year, the full contract shall be offered to both partners. If only one partner wants the position, he/she gets it, and the other resigns. If neither wants the full contract, they both resign. If both want the position, the partner with more District-wide seniority gets it, and the junior partner must be placed

into a vacancy, or if there is no vacancy, be surplus, regardless of seniority (even if more senior than others on staff).

An employee in a shared contract cannot participate in Voluntary Transfer unless the school decides that the shared contract will be eliminated or it is determined that it is possible the employee will be surplus from the school. However, an employee in a shared contract may participate in the Second Voluntary Transfer after surplus, if one occurs.

If an employee in a shared contract participates in Voluntary Transfer in anticipation of being surplus, and obtains a position, the employee is not entitled to return to his/her previous position even if it turns out that the employee would not have been surplus (i.e., after Voluntary Transfer, school does not have to surplus anyone). In other words, once an employee participates in Voluntary Transfer and obtains a position, that employee cannot return to his/her previous position.

An employee who is surplus out of a shared contract:

1. May select a full-time position in Involuntary Transfer (at the surplus meeting); and
2. Shall be treated as a full-time employee in the RIF process.

The District will continue to pay the entire health benefit contribution on behalf of half-time licensed employees.

Half-Time Contract Rules:

- a. May only seek a half-time position in Voluntary Transfer.
- b. May only select a half-time position in Involuntary Transfer.

26-21 For the 2010-2011 school year, \$155,459, which was money previously earmarked and designated for new hire orientation, shall be used for the new hire orientation and for reimbursement to the District under Article 17-1-1. The amount shall be increased by two percent (2%) annually for the duration of the contract.

26-22 The Parties also agree that the District will pay a step increase in each year of the contract (2021-2022 and 2022-2023) for every eligible employee of the bargaining unit. Effective date of the step increases shall be on the first pay period of each school year (2021-2022 and 2022-2023) for that employee pursuant to their contract, with the exception of the 2021-2022 school year where the step increase shall be applied on December 1 for all eligible employees. First year employees are not eligible for a step increase in their first year.

26-22-1 For the 2021-2022 school year the total representative sum of funds from a three-percent (3%) salary scale increase that would have been paid from the start of the contractual year through November 30, 2021, will be divided and paid as follows:

- Licensed employees with 0-5 years of experience will receive a one-time \$460 payment.
- Licensed employees with 6-15 years of experience will receive a one-time \$550 payment.
- Licensed employees with 16+ years of experience will receive a one-time \$700 payment

26-22-2 For the 2021-2022 school year the total representative sum of funds from a step increase that would have been paid from the start of the contractual year through November 30, 2021, will be divided and paid as follows:

- Licensed employees eligible for a step increase with an August 1 start date will receive a one-time \$495 payment.
- Licensed employees eligible for a step increase with a September 1 start date will receive a one-time \$375 payment.

- 26-23 Licensed employees whose most recent licensed contract was as a licensed school/district administrator shall be placed on the TSS and converted to the PST utilizing the methodology in the transition MOA. To determine the licensed employee's experience for placement on the TSS, school/district experience as a licensed administrator in an accredited public or private school/district may be utilized, taking into consideration any licensed pay freezes during the time period the licensed employee was an administrator.
- 26-24 Licensed employees whose most recent teaching experience was for another country and paid in that country's currency, shall be placed on the TSS and converted to the PST utilizing the methodology in the transition MOA.
- 26-25 Licensed employees who are special education case managers with a ninety-five percent (95%) compliance rate on their IEPs will be compensated for two (2) additional days of pay at their contractual rate of pay at the conclusion of each semester (which is not PERS sensitive). Licensed employees shall receive no more than four (4) additional days of pay for the completion of their IEPs each school year.
- 26-26 Beginning July 1, 2022, CCSD will offer all Licensed employees assigned to a Tier-1 school an opportunity to achieve their TESL/ELAD endorsement. CCSD will pay for the cost of the TESL/ELAD endorsement for the licensed educators referenced in this article.
- 26-27 Effective July 1, 2022 CCSD will effectuate the Differentiated Salary Program detailed in the below table.

**CLARK COUNTY SCHOOL DISTRICT**  
**TABLE THREE (3): LICENSED TRANSITIONAL SALARY SCHEDULE (TSS)**  
**FISCAL YEAR 2015-2016**  
*Additional Step per Class (+\$1,321)*

STEP	CLASS A B.A.	CLASS B B.A. + 16	CLASS C B.A. + 32	CLASS D M.A.	CLASS E M.A. + 16	CLASS F M.A. +32	CLASS G PH D	CLASS H ASC	CLASS I ASC + PH D
1	\$ 34,637	\$ 36,496	\$ 38,357	\$ 40,221	\$ 42,087	\$ 44,447	\$ 45,947	\$ 47,585	\$ 49,089
2	36,085	37,942	39,809	41,669	43,541	46,145	47,645	49,286	50,786
3	37,531	39,398	41,256	43,122	44,985	47,844	49,344	50,984	52,484
4	38,985	40,845	42,705	44,569	46,429	49,536	51,036	52,677	54,177
5	40,427	42,291	44,155	46,019	47,880	51,236	52,736	54,377	55,877
6	41,236	43,745	45,615	47,466	49,330	52,934	54,434	56,074	57,574
7	42,557	44,620	47,054	48,917	50,779	54,631	56,131	57,773	59,273
8		45,941	48,501	50,364	52,227	56,328	57,828	59,471	60,971
9			49,952	51,819	53,675	58,024	59,524	61,166	62,666
10			51,401	53,269	55,123	59,829	61,329	62,970	64,470
11			52,722	54,590	56,444	61,417	62,917	64,558	66,058
12						63,463	64,963	66,606	68,106
13						64,734	66,234	67,875	69,375
14						66,029	67,529	69,171	70,671
15						67,689	69,189	70,831	72,331
16						69,010	70,510	72,152	73,652

**DEFINITION OF CLASSES**

- CLASS A Bachelor's degree and valid Nevada certification for the level or subject taught
- CLASS B Bachelor's degree plus 16 increment growth units and valid Nevada certification for the level or subject taught. Units must be taken after receipt of bachelor's degree
- CLASS C Bachelor's degree plus 32 increment growth units and valid Nevada certification for the level or subject taught
- CLASS D Master's degree from an accredited institution in a field pertinent to position and valid Nevada certification for level or subject taught
- CLASS E Master's degree plus 16 increment growth units and valid Nevada certification for level or subject taught, or completion of one Advanced Studies Certification 18-hour program. Units must be taken after receipt of master's degree
- CLASS F Master's degree plus 32 increment growth units and valid Nevada certification for level or subject taught, or completion of two Advanced Studies Certification 18-hour programs. Units must be taken after receipt of master's degree
- CLASS G Doctorate degree from an accredited institution in a field pertinent to position and valid Nevada certification for level or subject taught
- CLASS H Advance Studies Certification (Advancement to Column H is not approved)
- CLASS I Advance Studies Certification plus Doctorate Degree (Advancement to Column I is not approved)

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

District Service	Amount
10-15	\$ 750
16-20	1,000
21-25	1,500
26+	2,000

Please read very carefully Article 26 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association to learn the criteria regarding increment growth units

- NOTE**
- The salary schedule reflects a PERS requirement regarding inclusion of the doctoral stipend on the salary schedule
  - Class "G" reflects Class "F" plus \$1,500 for a doctorate degree
  - Employees classified as "Class G" under the 2010-11 negotiated agreement will now be classified as "Class H"
  - Movement to Class H through Advanced Studies Certification is not approved effective in the 2011-12 school year
  - Class "I" reflects placement in Class "H" with the addition of \$1,500 for a doctorate degree for those in Class "H"

CLARK COUNTY SCHOOL DISTRICT  
 LICENSED PROFESSIONAL SALARY TABLE  
 Fiscal Year 2023  
 Effective August 1, 2022

STEP	COLUMN								
	I	II	III	IV	V	VI	VII	VIII	IX
A			54,376	60,058	65,740	71,421	77,103	82,785	88,467
B		50,115	55,796	61,478	67,160	72,842	78,523	84,206	89,887
C		51,535	57,217	62,898	68,579	74,262	79,943	85,626	91,307
D		52,954	58,637	64,318	70,001	75,683	81,365	87,046	92,728
E		54,376	60,058	65,740	71,421	77,103	82,785	88,467	94,148
F	50,115	55,796	61,478	67,160	72,842	78,523	84,206	89,887	95,569
G	51,535	57,217	62,898	68,579	74,262	79,943	85,626	91,307	96,989
H	52,954	58,637	64,318	70,001	75,683	81,365	87,046	92,728	98,410
I	54,376	60,058	65,740	71,421	77,103	82,785	88,467	94,148	99,830
J	55,796	61,478	67,160	72,842	78,523	84,206	89,887	95,569	101,251

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

Longevity Table	
Years of Service >=	Amount
-	\$ -
10	\$ 750
16	\$ 1,000
21	\$ 1,500
26	\$ 2,000

## DIFFERENTIATED SALARY PROGRAM

	Tier 1	Tier 2
Audiologists	<i>Au.D.</i> Professional Degree (Doctorate)	<i>Master's Degree</i>
Speech and Language Path.	Speech and Language <i>Pathologists</i> National Certification 30% of N	Speech and Language <i>Therapists</i> NO National Certification 70% of N
Social Workers	Licensed <i>Clinical</i> Social Worker (LCSW) Medicaid eligible	Licensed <i>Master</i> Social Worker (LCSW)
Nurses	<i>Professional Nurse</i> (RN, NCSN)	School Nurse (BSN)
Psychologists	<i>Educational Specialist</i> in School Psychology or higher (MA+32 credits)	<i>Master's degree</i> in School Psychology
Occupational Therapist	<i>Master's degree</i> in occupational therapy, licensed by the Board of Nevada Occupational Therapy, and a specialty licensed by the American Occupational Therapy Association	<i>Bachelor's degree</i> in occupational therapy, licensed by the Board of Nevada Occupational Therapy, and a specialty licensed by the American Occupational Therapy Association
Physical Therapist	<i>Master's degree</i> in physical therapy and licensed as a physical therapist issued by the Nevada Physical Therapy Board.	<i>Bachelor's degree</i> in physical therapy and licensed as a physical therapist issued by the Nevada Physical Therapy Board.
Counselor	Endorsement as a school counselor and <i>certified as NBCT</i>	Endorsement as a school counselor.

**Tier 1:**

Receives an additional column, equivalent to \$5,532, on the PST in accordance with Article 26. This column would be in addition to any columns they would otherwise be entitled to.

**Tier 2:**

Receives two additional steps, equivalent to \$2,766, on the PST in accordance with Article 26. The steps would be in addition to any steps they would otherwise be entitled to.

**ARTICLE 27  
LONGEVITY PAY**

27-1 Longevity payments shall be made in accordance with the following schedule for the 2013-2014 school year only:

<u>Years of Service</u>	<u>Dates of Adj. Hire</u>	<u>Amount of Stipend</u>
10 – 15	6/99-9/04	\$ 750
16 – 20	6/94-5/99	\$ 1,000
21 – 25	6/89-5/94	\$ 1,500
26+	6/46-5/89	\$ 2,000

27-2 Longevity payments shall be made no later than June 30.

27-3 To be eligible, employees qualifying for longevity payments must complete their contract year. Sick leave, personal leave, religious observance, and short-term leave without pay approved by the principal shall be counted toward longevity. In the event an employee dies prior to completion of their contract year, a pro rata payment shall be made to the designated beneficiary as provided by law.

27-4 PERS will be paid on longevity payments.

**ARTICLE 28  
TEACHER HEALTH TRUST**

28-1 Teacher Health Trust

28-1-1 The Association may establish a teacher health trust (hereinafter the "Trust") for the purpose of administering group insurance and health care benefits to teachers. The Trust shall conform to all laws of the state of Nevada and shall be approved by the Commissioner of Insurance in the same manner as trusts under NRS 287.010. All costs of forming and operating the Trust shall be borne by Trust. The Trust shall provide the School District with a copy of an independent audit of the Trust each year.

28-1-2 During the term of this agreement, and in accordance with the provisions and procedures of NRS 288.217, either party shall negotiate with the other regarding any proposed substantive benefit changes (including without limitation increased participant contributions, reductions in benefits or increases in benefits). This article will be re-opened for this specific purpose, at any time, by one party notifying the other that it wishes to re-open negotiations for such purpose. Provided, however, that a re-opening per this paragraph shall not constitute a re-opener for any other purpose or with respect to any other article, except as otherwise agreed by the parties. Further provided that any re-opening of negotiations pursuant to this paragraph shall not involve any proposal for increase in the District's contribution to the Trust or increase in contribution from participants. It is recognized that a substantive benefit change over which a re-opener is requested may eventually require prompt action by the Trust. For that reason, the parties agree they will attempt to expedite any meetings or proceedings which may result from such a re-opener, with the goal of allowing the issue to be finally determined within three (3) months from the initial request for re-opening.

28-1-3 For purposes of this subsection, a change solely in insurance providers or in the insurance entity through which auxiliary insurance, for example, long term disability

insurance, is provided shall not by itself constitute a "substantive benefit change" for purposes of 28-1-2 so long as there are no substantive changes in benefits that will result from the change in providers.

28-1-4 During the term of this agreement the parties agree that the Trust may have to make modifications to the benefit plans as well as increases to employee premium contributions. The Trust may make modifications to the benefit plans, subject to a maximum change that equates to twenty-five percent (25%) of the prior year plan costs, or any increases to employee premium contributions. CCEA shall notify CCSD of those proposed changes and the Trust shall present to CCSD the reasons for those changes at least thirty (30) days prior to implementation of the changes.

28-2 The District agrees to maintain the monies accumulated on behalf of the Trust through District and employee contributions in a trust and agency fund as defined by NRS 354.580 and to pay funds from said trust and agency fund as requested by the Trust.

28-3 The District shall contribute to the Trust for each participating teacher.

Effective August 1, 2019, the weighted health insurance contribution per enrolled participant shall be increased by \$23.54. During the 2019-2020 contract year, the District shall pay a monthly contribution of \$612.01 per employee. Effective on July 1, 2020, the weighted health insurance contribution per enrolled participant shall be increased an additional \$24.48. During the 2020-2021 contract year, the District shall pay a monthly contribution of \$636.49 per employee. Effective July 1, 2021, the weighted health insurance contribution per enrolled participant shall be increased an additional \$42.00. During the 2021-2022 contract year, the District shall pay a monthly contribution of \$678.49 per employee. Effective July 1, 2022, the weighted health insurance contribution per enrolled participant shall be increased an additional \$25.00. During the 2022-2023 contract year, the District shall pay a monthly contribution of \$703.49 per employee. No additional monthly contributions will be paid by CCSD or requested by CCEA for the term of the 2021-2023 agreement. During the 2022-2023 agreement, any shortfalls in Trust funding will be addressed through plan changes and/or increased contributions to participating teachers

28-4 Notwithstanding the provision of 28-3, for those employees who, through the Trust, elect to receive optional coverage (EPO or a successor option) in lieu of regular insurance coverage the District shall contribute seventy-five (\$75.00) dollars per month per participating employee effective July 1, 2000, which constitutes the entire payment by the District to the Trust for all such employees.

The total payments by the District to the Trust under 28-3 and 28-4 shall be adjusted to a weighted average per employee for all participant employees as set forth in 28-3. Any dollar adjustment due to the Trust shall be paid by the District at the same time as the next regular monthly payment to the Trust. Any dollar adjustment due to the District shall be deducted from the next regular monthly payment to the Trust.

28-5 The District is not a party to any contract of insurance between the Association, the Trust, any insurance carrier, administrator or provider of care. The Association agrees that the District's only obligation is to contribute the sum agreed upon in Section 28-3 to the Trust and agency fund, to provide necessary payroll deductions, including eligibility lists, and to verify employment, all as may be required by the Trust. The District's function is solely ministerial. The Association, therefore, agrees to hold the 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 Trust. This section is not and shall not be construed as a release or waiver of any rights that the parties may have under this Agreement.



28-6 In the event that the Association is unable to continue the operation of said Trust, the District agrees that for the term of this Agreement it will contribute toward the cost of employee health insurance the sum set forth in 28-4 above.

28-7 The School District further agrees to continue to provide payroll deductions for additional insurance premiums as required by the Trust in accordance with the past practice of the parties.

28-8 The School District agrees to maintain a Section 125 Plan with American Fidelity Assurance Company. The contract for such plan will be included as an addendum to this Agreement. This provision does not limit the companies to which the School District may offer a similar benefit.

The parties agree that it is important for each employee to have knowledge of the benefits of the Section 125 Plan. To that end, the Parties agree to develop by September 15 of each year a plan designed to give teachers optimum access to the Section 125 Plan provider where American Fidelity Assurance shall present Section 125 benefits during a teachers' preparation or lunch periods, with minimum disruption to the school operation. The School District Chief of Human Resources and the Association Executive Director shall be responsible for the design and implementation of the plan, which shall include a limitation that a teacher shall not use his/her preparation period for this purpose on more than one (1) occasion each school year. Neither party to this Agreement shall cite or refer to the permissible use of a preparation period as provided in this Article in any subsequent grievance, arbitration or dispute.

28-9 The Trust shall have the use of a faculty bulletin board to post informational mailing including both programs and benefits.

28-10 Retiree Health Benefits

28-10-1 Retiree Health Plan

Effective January 1, 2009, the Association will establish a Retiree Health Plan (hereinafter "Plan") for the purpose of administering retiree health care benefits for qualifying teachers. All costs of forming and operating the Plan will be borne by the Plan. The Plan is similar to the Teacher Health Trust and Articles 28-1 through 28-9 not in conflict with 28-10-1 and 28-10-2 apply to the Plan.

28-10-2 The District shall make no contributions to the Retiree Health Plan. No licensed employee shall pay any assessments.

28-11

- a. Either party may by written notice sent to the other party on or after the execution of this Agreement unilaterally reopen Article 28 for the limited purpose of bargaining the terms of a District-wide Health Plan. Upon reopening, the provisions of NRS 288.217 shall apply. The parties agree to continue negotiating on a District-wide Health Plan until October 11, 2013.
- b. Article 28-3 and Article 28-4 shall remain in effect until bargained otherwise or altered by an arbitrator's decision. This reopener shall not apply to Article 28-8.
- c. It is anticipated by the parties that after the adoption of a District-wide Health Plan the District's total expenditure for health insurance for all District employees may be lower than the total expenditure before adoption of a District-wide Health Plan. For the first year, the parties agree that CCEA represented employees shall receive fifty percent (50%) of cost savings, to be used as economic enhancement for CCEA represented employees, to be negotiated by the parties.

- d. During discussions under this reopener, the parties agree to discuss the following: the definition of a District-wide Health Plan, how cost savings are calculated and shared, including a multiple year contract. If an agreement is reached by the parties which is approved and ratified by the Board of Trustees and the Association, that agreement shall be submitted to an arbitrator if the parties are in impasse arbitration.
  - e. Due to the complexity of negotiating and/or arbitrating the selection of a District-wide Health Plan, any impasse arbitration relating to Article 28 shall be a separate proceeding before an arbitrator who will rule only on the Article 28 issues. None of the issues relating to the topics set out in Article 41(a)-(g) shall be consolidated with the Article 28 issues.
- 28-12 CCSD has delivered an additional fifteen-million-dollar (\$15,000,000) payment to THT. No less than five million (\$5,000,000) must be designated and used to resolve the medical debt of Employees with pending litigation within forty-five (45) days.
- 28-13 CCEA will facilitate the communications from the Trust regarding the outstanding debt payments to Employees and develop a mechanism for public dissemination of that information within thirty (30) days of the effective date of this (2021-2023) Agreement. The manner, regularity, and substance of those communications should be reported to the Board of Trustees and the Superintendent, or his/her designee, within thirty (30) days of development.
- 28-14 CCSD has delivered funds for both the September 2021 and October 2021 Trust payments to the Trust.
- 28-15 CCSD will continue to make monthly payments to the Trust through the full term of this Agreement explicitly subject to the following conditions:
- a. The Trust must generate sufficient funding to exceed expenses and generate positive cash flow in an amount sufficient to maintain current payment terms on all current claims, pay or settle all outstanding overdue claims with the understanding that settlements will include a defined schedule for debt resolution establishing the provider's ongoing commitment to the continuity of care, a provider's commitment not to pursue patient collections, and uninterrupted patient access. Payments and/or settlement agreements must be completed by June 30, 2022. Failure to do so will constitute a Major Default.
  - b. The Trust must generate sufficient funding to exceed expenses and generate positive cash flow in an amount sufficient to "repay" CCSD the prepaid \$35 million as described in the THT MOA approved on June 10, 2021, by June 30, 2024. Failure to do so will constitute a Major Default.
  - c. The Trust must maintain timely payments on all current "clean claims" and ensure that no balances exceed sixty (60) days. "Clean claims" are defined as a claim of payment by a provider which includes all the information necessary for a decision on the processing of a claim including but not limited to the identifying information of the insured, physician information, diagnosis codes, dates of service, procedure codes, diagnosis, charge amounts, and days of occurrence or utilization. Failure to do so will constitute a Major Default.
  - d. CCEA must notify the Superintendent, or his/her designee, and the Board of Trustees of the resignation or the termination of the Trust's CEO within

three (3) days. These notifications must be in writing. Failure to do so will constitute a Major Default.

- e. CCEA must ensure that the Trust produces the Annual Audit for the preceding year no later than December 31st to CCSD's Chief Financial Officer. Failure to do so will constitute a Major Default.
- f. CCEA and the Trust must make a public presentation to the Board of Trustees regarding the State of the Trust within 90 days of the filing of the Annual Audit. Failure to do so will constitute a Major Default.
- g. The Trust must utilize proper accounting methods for claims based on Generally Accepted Accounting Principles. Failure to do so will constitute a Major Default.
- h. The failure to produce any of the following documents will constitute a Minor default unless cured within five (5) business days by delivery. Two (2) consecutive minor defaults (meaning uncured defaults occurring in two consecutive months) or three (3) minor uncured defaults within a twelve (12) month period will constitute a major default:
  - 1. The Trust must provide monthly financial statements by the 25th of each month for the prior month.
  - 2. The Trust must provide a claims payable aging report by the 25th of each month for the prior month.
  - 3. The Trust must provide an Incurred But Not Reported balance quarterly within twenty-five (25) days of the end of that quarter.
  - 4. The Trust must provide claims data monthly to monitor the claims expenses and the progress of the plan changes in reducing costs by the 25th of each month for the prior month.
  - 5. The Trust must provide updated cash flow projections and assumptions quarterly within twenty-five (25) days of the end of that quarter.
  - 6. The Trust must provide the census data for retirees in an excel format as of June 30 for each year and provided to CCSD by August 31 of each year.
  - 7. The Trust's CEO and CFO must sign a certification letter as to the accuracy of the data provided to CCSD and that the financial information is in accordance with Generally Accepted Accounting Principles.
  - 8. Provide a list of the current Trust Board Members to the Board of Trustees and the Superintendent, or his/her designee, along with a biography describing their qualifications. This list must be kept current and CCEA must provide the name and biography describing their qualifications of any new THT Board Member within fifteen (15) days of their appointment.

28-16

A Major Default, as defined in Article 28-15, will result in immediate cessation of monthly payments by CCSD until the Major Default is cured.

- 28-17 If the Trust incurs three (3) Major Defaults, as defined in Article 28-15, within any twelve (12) month period CCEA will aid in and consent to the transition from the Trust to the CCSD universal health plan.

**ARTICLE 29  
PUBLIC EMPLOYEES RETIREMENT SYSTEM**

- 29-1 The School District agrees to pay the standard employee and/or employer contribution to Social Security or any Public Employees Retirement System for each employee covered by this Agreement, as required by law.
- 29-2 For the 2014-2015 school year, teachers covered under this agreement will pay the employee's share of the July 2013 increase (1%) to the PERS contribution rate. This payment is made by a reduction of the salary schedule of 1% as reflected by the salary schedule on page 37 of this agreement. The total PERS payment for 2013-2014 and 2014-2015 is 25.75%.
- 29-3 Should PERS decrease the contribution rate, the employee's share of the decrease (1/2) will be applied to the salary schedule.

**ARTICLE 30  
REDUCTION IN FORCE**

- 30-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which such reductions in force will occur.
- 30-2 Subject to the determinations set forth in 30-1 above, the School District agrees to the following:
- (a) Teachers who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force.
  - (b) If the necessary reductions cannot be made through attrition and/or resignation, then teachers who have received a disciplinary document effective 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; provided, however, for purposes of this section that the suspensions relied upon were either uncontested or have been fully adjudicated and are not pending appeal and/or arbitration. A teacher's placement on the list published pursuant to Article 30-4 shall not be adjusted based on the disciplinary document prior to completion of the grievance process. Teachers will be reduced in force based on the number of suspension days received in descending order. Should there be more than one teacher with the same number of days of suspension served, district-wide seniority shall be the basis for the reduction in force of those teachers.
  - (c) If the necessary reductions cannot be made by reducing in force those teachers outlined in 30-2(a), and (b), then teachers who have twice been rated as unsatisfactory within each of the last two (2) successive contract years will next be reduced in force based on district-wide seniority; provided, however, for purposes of this section, the two (2) unsatisfactory evaluations relied upon cannot occur within a six (6) month period and must occur in different contract years. Additionally, the two (2) unsatisfactory evaluations relied upon must be based upon just cause and cannot be pending the grievance process. A teacher's placement on the list published pursuant to Article 30-4 shall not be adjusted based on the two unsatisfactory evaluations prior to completion of the grievance process. Unsatisfactory evaluations prior to June 8, 2012, will not be

considered for purposes of this subsection. Should there be more than one teacher who has twice been rated as unsatisfactory within each of the last two (2) successive contract years, district-wide seniority shall be the basis for the reduction in force of those teachers.

- (d) Any additional teachers to be reduced in force from the area or areas affected shall be reduced in force on the basis of districtwide seniority.

30-3

Districtwide seniority shall be defined as the total length of continuous service with the District for purposes of longevity payments. For all other purposes, seniority shall be the length of seniority in licensed service. The effective date in determining districtwide seniority shall be on the original date of employment with the School District except for employees whose employment has been terminated either voluntarily or involuntarily. If a terminated employee is rehired by the School District, the seniority date will be determined by the first date of hire after the termination unless the employee is rehired within one year, in which case the employee will retain seniority as of the original hire date.

- (a) "Date of employment" shall be defined as the first day the employee reported to work for pay in the Clark County School District.
- (b) Teachers who are laid off may elect to be placed in a vacant support staff position in accordance with their qualifications provided that there are no support staff employees having priority for the vacant position. Teachers placed in a support staff position will be placed no higher than Step C of the range of the job classification depending upon their training and qualification.
- (c) Teachers who are laid off and do not receive a support staff position shall receive priority for substitute assignments at the current substitute rate of pay, and shall be on substitute status and will be employed in accordance with School District Regulation (Assignments: Substitute Teachers) and Policy (Employment of Substitutes and Part-Time Employees).

30-4

On or before November 1, the District shall publish a seniority list of teachers employed since January 1, 1980, and a copy of such seniority list shall be forwarded to the Association and to all schools. Once the list has been posted, teachers shall have twenty-one (21) working days from the date of such posting to challenge placement on the list. During the twenty-one (21) day challenge period, the District and the Association shall make every effort to resolve all challenges regarding date of employment and seniority ranking. When all challenges are resolved, the District and the Association shall certify, by signature, that the list is correct. Unresolved challenges may be processed under Article 4 only through grievance filed by the Association. Every employee shall have the opportunity to challenge the list one time only. Additions to the seniority list shall be made once annually to include teachers hired after October 21 of the previous school year. A list of these additions shall be posted not later than November 1 of the current year. Only teachers employed after October 21 of the previous school year shall be permitted to challenge their date of employment and seniority ranking during the specified challenge period of twenty-one (21) working days.

In the event that more than one teacher has the same date of employment, relative seniority shall be determined by a lottery designed by the District after consultation with the Association. The seniority list shall include date of employment, seniority ranking, and areas of certification. A valid certificate on file with the Clark County School District at the time a reduction in force is announced shall be used to determine employee status.

30-5

A seniority list of all employees shall be established within a reasonable period of time. The procedure established in 30-4 shall apply. The seniority list of all employees shall be updated by November 1 annually.

- 30-6 Teachers on leave of absence shall receive a certified letter, which will include date of employment, seniority ranking, and areas of certification on file. The letter will also tell teachers on leave of absence where seniority lists have been posted and the last date by which they can challenge placement.
- 30-7 Whenever possible, teachers who are to be laid off hereunder shall receive at least thirty (30) days written notice of such layoff.
- 30-8 Disputes regarding employees who have received written notice of an impending layoff as a result of a reduction in force shall be processed in an expedited manner. Disputes regarding recall shall also be handled in an expedited manner.
- 30-9 Released teachers shall be placed on leave of absence with no obligation by the School District to rehire after the expiration of two (2) school calendar years. Each teacher placed on leave of absence as aforementioned shall be reinstated in reverse order to reduction for new positions opening for which the teacher is certified and qualified. The School District shall notify teachers placed on leave of absence of subsequent vacancies by certified mail to the last address registered by the teacher with the School District personnel office.
- 30-10 Teachers with less than full-time contracts shall not cause a teacher with a full-time contract to be reduced in force even though the full-time teacher has less seniority. Full-time teachers shall not cause a teacher with less than a full-time contract to be reduced in force unless that teacher has less seniority than the full-time teacher.

**ARTICLE 31  
PREPARATION PERIODS**

- 31-1 The School District agrees to maintain daily preparation periods during the student day in all junior and senior high schools. At schools where block scheduling is in effect, the total preparation time provided shall be equal to the preparation time provided at schools not operating on a block schedule.
- 31-2 The School District shall maintain at each elementary school a minimum of two hundred and fifty (250) minutes preparation time per week per teacher, during the students' instructional day, in not less than forty- (40) minute blocks. Each elementary school shall be allocated and assigned library aide hours per school day in accordance with the following schedule:

<u>Enrollment</u>	<u>Hours</u>
400 – 599	4
600 – 799	5
800 – 999	6
1,000 +	7

This aide time is provided in addition to the assigned media clerk time. Library aide time is guaranteed for the school year once set on a school year basis. There will be no changes in library aide time allocated due to fluctuation in enrollment. This provision for allocating library aide time will only remain as part of this Agreement if librarians are used to provide preparation time to elementary teachers.

- 31-3 Preparation time provided for in this Article shall be utilized by teachers in a manner which enables further development and refinement of professional skills and for instructional effectiveness.

- 31-4 Although it does not relate to any mandatory subject of bargaining, the School District states that it is its aim and objective to establish a maximum class load of thirty (30) students in grades 4, 5, and 6.
- 31-5 The District may direct use of teacher preparation periods if such directed use is infrequent, advance notice is given and the District's use of the teacher's preparation period must not consume an entire period.
- 31-5-1 The District may direct no more than four (4) teacher preparations periods per school year.
- 31-5-2 Except in an emergency, advance notice of District-directed use of teacher periods will be provided, which will be a minimum of forty-eight (48) hours.
- 31-5-3 A teacher's entire preparation period will not be utilized, and a minimum of ten (10) minutes will be left for use at the sole discretion of the affected individual teachers.
- 31-5-4 If the District directs more than four (4) periods per school year and no waiver is in place pursuant to Article 38, the affected teachers will receive payment of their contractual rate of pay for violation of Article 31-5-1 which shall be paid out based on the length of the preparation period according to the schedule contained in Article 31-6.
- 31-5-5 Any dispute arising out of Article 31 shall be scheduled and heard expeditiously before the Grievance Review Committee, Summary Arbitration, and/or Arbitration under Article 4.
- 31-6 Any teacher who voluntarily agrees to sell his/her preparation period to support the school master schedule will complete a *Preparation Period Buyout Agreement Form*, which will be maintained at the school site. When a teacher is absent and agreed to sell his/her preparation period pursuant to a Preparation Period Buyout Agreement Form the teacher will be compensated for the sold preparation period for up to five (5) consecutive days after which they will not be compensated for the sold preparation period until the teacher returns from absence.

Teachers who provide student instruction are entitled as a matter of contractual right to a defined preparation period. Teachers who do not have a preparation period are not required to be compensated for a preparation period buyout unless they are assigned to provide student instruction and any such teacher can only earn one preparation period buyout per day worked.

Nothing in this article is intended to result in a teacher who is currently receiving a preparation period or a preparation period buyout from having that preparation period and/or the preparation period buyout discontinued. To properly and consistently compensate teachers for preparation period buyout, the chart below will determine the value entry in the

Human Capital Management system starting July 1, 2022

Minute Range Of Class Period	Preparation Period Buyout Value Entry in HCM	Minute Range of Class Period	Preparation Period Buyout Value Entry in HCM
40-44	0.75	80-84	1.42
45-49	0.83	85-89	1.50
50-54	0.92	90-94	1.58
55-59	1.00	95-99	1.67
60-64	1.08	100-104	1.75
65-69	1.17	105-109	1.83
70-74	1.25	110-114	1.92
75-79	1.32	115-120	2.00

**ARTICLE 32  
SAFETY**

32-1 A teacher will not be required to perform any duty or act which threatens the teacher's or student's physical safety or well-being except normal risks involved in carrying out teaching duties. If a teacher reasonably believes that a student or circumstance exists that poses a safety threat to the teacher and students, the teacher shall immediately report that to their immediate supervisor. Upon receiving the report, the immediate supervisor shall immediately investigate and if the student(s) or circumstance is deemed to be unsafe, shall take immediate action to restore safety to the teachers, students, and classroom by contacting law enforcement.

**ARTICLE 33  
EQUITABLE TREATMENT**

33-1 All employees have a right to work in an environment free of unlawful discrimination, and statutory remedies are available to address these concerns. Although resolution of such disputes is outside the grievance and arbitration provisions of this Agreement, both the District and the Association assure all employees of the District of their intent to avoid such conduct and to assist employees in promptly resolving such disputes if they occur.

**ARTICLE 34  
INSTRUCTIONAL DISCRETION**

34-1 Instructional discretion is defined as the discretion to teach about controversial issues which have economic, political, scientific, or social significance within the adopted curriculum standards and in alignment with policies and regulations of the Clark County School District. (Policy 6124.2 and Regulation 6124.2)

A "controversial issue" is defined as any problem that society is in the process of debating and for which more than one solution may be offered and supported by individuals or any groups of people. The teaching or indoctrination of religious or sectarian beliefs in public schools is specifically prohibited in the State of Nevada. Therefore, although the teaching of sectarian beliefs could be considered a "controversial issue" as defined in Regulation



6124.2, such teaching is not permitted in the School District (Policy and Administrative Regulation 6113.2).

34-2 The Association recognizes that the principal is the instructional leader of the school. The School District shall provide for objective study of controversial issues in a classroom.

34-3 The School District recognizes that instructional discretion is essential to the fulfillment of the educational purposes of the School District.

The School District believes that sober consideration of such controversial issues is a responsibility of the public schools, since respect for facts and an impartial search for truth are inherent in our American democratic society. The teacher's professional judgment shall be a significant factor in the determination of what shall be the instructional program in any classroom. In fulfilling this responsibility and in exercising this professional judgment, the teacher shall be constantly aware of the need to inform the school principal or other designated school administrator of potentially controversial issues or activities before they occur or certainly as they occur.

34-4 Teachers shall have the discretion to use supplemental materials relevant to the levels of maturity and ability of the student and consistent with adopted curriculum standards and guidelines. There should be an equitable amount of materials available on both sides of the issue with complete and objective consideration given to the differing points of view and information related to the issues.

34-4-1 Specific techniques are left to the discretion of the teachers so long as they are consistent with adopted curriculum and instructional standards. The professional teacher is an impartial moderator and guide and shall not attempt, either directly or indirectly, to limit or control the judgment of students on such controversial issues.

34-5 A joint committee of District and Association representatives shall be formed to discuss Curriculum and Instruction issues.

34-6 A joint committee of District and Association representatives shall be formed to discuss Special Education issues.

## **ARTICLE 35 TRANSFER**

35-1 Definitions

- A. A voluntary transfer is any transfer which is initiated when a teacher submits a Request for Transfer form.
- B. Involuntary transfer is any transfer initiated due to a decline in enrollment, the closing of a school, the failure to meet enrollment projections, a change in the student/staff allocation formulas, or any other condition which would require reducing the number of teachers allocated to a school or work location, or to a department within a school.
- C. Seniority is district-wide seniority as defined in Article 30 of this Agreement.
- D. Exempt teachers are members of the bargaining unit whose assignment requires service to be provided to the District at-large or at multiple work locations in accordance with Article 35-3-4.

35-2 Voluntary Transfers

- A. Voluntary transfers provide teachers with an opportunity to change locations. Teachers may seek transfers with dignity, security, and freedom from anxiety in their relationships with administrators.
- B. A voluntary transfer occurs when a teacher initiates a transfer to a location, the receiving principal recommends the teacher for hire, the Human Resources Division approves the request, and the teacher accepts the position. Teachers may only obtain one voluntary transfer during each school year except in extenuating circumstances.
- C. Teachers may initiate a transfer to a location after the first job posting and prior to June 30.
- D. Requests for transfers submitted after June 30 can only be approved by region leadership and the Human Resources Division.
- E. A teacher who has unsuccessfully pursued a transfer for two or more years may seek assistance in obtaining a transfer by requesting a conference with a personnel administrator.
- F. When a teacher has completed five years of service with the district in the same location and/or instructional assignment and requests a voluntary transfer, every effort will be made to secure the transfer.
- G. The first period for implementing voluntary transfers is the month of February each year; and the second period shall immediately follow the placement of all surplus Teachers and end on June 30.
- H. Vacancies available effective with the beginning of the ensuing school year will be updated weekly during the voluntary transfer periods.

Available vacancies will be provided to the Clark County Education Association prior to surplus meetings. No vacancy may be filled until three (3) business days after the vacancy has been advertised.

#### 35-2-1 Early Transfer Period

- A. The CCSD may elect to have an early transfer period that would begin on or about January 15 of each school year.
- B. This early transfer period shall apply only to those vacancies existing in the Title I and At-Risk schools designated by the district. Critical Labor Shortage (CLS) positions may be advertised for schools.
- C. While the initial date on which new hires can be placed into schools for an ensuing school year is not a negotiated item in the collective bargaining agreement, it has been the practice of the district not to place new hires until after the end of the first voluntary transfer period described in Article 35-2 (G), so as to allow current CCSD teachers the chance to be selected for vacancies before new hires are placed. Pursuant to this provision, the parties acknowledge that the district may place new hires in the same schools noted above on or about February 1 in each school year.
- D. For purposes of implementing the provisions of sections (A), (B), and (C) above, prior to January 15 of each school year the CCSD Human Resources Division may analyze the history of vacancies still remaining at the end of the first voluntary transfer period in the previous two years at the schools for which the

early transfers and early new-hire placements apply. Based on the history, the Chief Human Resources Officer, CCSD Human Resources Division, may determine the maximum percentage of estimated vacancies that can be filled through early transfers and early placements of new hires. The maximum percentage may be set so as to leave a comfortable margin of vacant positions to which current teachers might still transfer should unforeseen circumstances cause a significant increase in current teacher transfers into the affected schools or should a drop in enrollment cause an unanticipated decrease in the number of licensed staff allocated.

- E. In the event that final allocations cause a school impacted by these provisions to be in a surplus situation, the teachers identified for surplus shall be in the following order:
  - 1. Any teachers newly hired for the ensuing school year shall be reassigned to other vacancies by the Human Resources Division.
  - 2. Any teachers who were selected as part of the early transfer process, in order of reverse seniority, shall participate in the normal surplus process, outlined in Article 35-3.
- F. No later than January 15 of each school year, CCSD shall provide CCEA with a list of the schools that will come under the provisions of this Article.

35-3 Involuntary Transfer

- A. An involuntary transfer may be initiated due to a decline in enrollment, closing of a school, failure to meet enrollment projections or a change in the student/staff allocation formulas. Involuntary transfers will be in accordance with the provisions of this Article.
- B. Additional involuntary transfers may be required to adjust and balance staff during September and at the end of the first semester. These involuntary transfers will be in accordance with the provisions of this Article.

35-3-1 The following procedure for identifying and assigning teachers subject to involuntary transfers will be used:

- A. A principal shall review the needs of a school and develop a staffing plan that will best utilize the staff allocation for the next school year by April 1 of each School Year, and within five (5) days of any subsequent change in allocation or staffing plan. The principal shall notify staff of the initial staffing plan and tentative assignments for the following year by April 1 of each school year, and within five (5) days of any subsequent change in allocation or staffing plan.
- B. The plan shall identify the area of licensure and/or the department where staff may have to be reduced.
- C. Seniority ranking and the licensure on the seniority list (Article 30) will determine the teacher(s) to be involuntarily transferred. The teacher with the lowest seniority ranking will be transferred unless otherwise provided in this Article.
- D. Before implementing any involuntary transfer(s), the principal shall hold a staff meeting at which time a teacher will be given an opportunity to volunteer. Teachers who volunteer to be transferred do not have the right to return to the previously assigned school under Subparagraph 35-3-3(B).

- E. A list of all vacancies in the School District shall be provided to each teacher who will participate in the involuntary placement process. All teachers identified for involuntary transfer shall meet in one central location to choose, in order of seniority ranking, an assignment for which they are licensed from the list of vacancies.

Teachers with a K-8 elementary license who volunteer to be transferred from elementary schools may select departmentalized teaching positions in middle schools only if they have earned at least ten (10) semester hours of credit in the area of licensure for the position which they are selecting.

Teachers who are involuntarily subject to surplus under the provisions of Article 35-3-1 may not select a position in a middle school unless they have a minimum of 10 semester hours of credit in the subject area for the position if other positions are available for which they are otherwise licensed.

- F. A principal may request an exception to the seniority procedure only when a selection on the basis of seniority would result in eliminating a specific program in a school. If there is a dispute, the matter will be reviewed by the Chief Human Resources Officer, who will have three (3) days to resolve the matter. If the matter is not resolved, the dispute will be resolved through the Expedited Arbitration Procedure.
- G. If an exception is approved, the principal will identify for involuntary transfer the next least senior person in that area of licensure.
- H. At the secondary level, involuntary transfers shall be by department. A teacher may not cause a teacher with less seniority in another department to be involuntarily transferred or to secure a vacant position in a department other than the one the teacher was assigned to teach in.
- I. New school transfers shall take place no earlier than February 1 of each contract year. Department chairs at the secondary level and grade level chairs at the elementary level as well as librarians and counselors may be selected prior to February 1 of each contract year.

35-3-2 In the event that there is no vacancy available for which the teacher subject to involuntary transfer is licensed, the provisions of Article 30 (Reduction In Force) will apply.

35-3-3 Teachers who are reassigned through an involuntary transfer in the Spring of each contract year shall have the following rights:

- A. May seek a transfer to a location under the voluntary transfer procedure.
- B. Shall have the right to return to the previously assigned school if a vacancy should occur for which the teacher is licensed in the department from which the teacher was surplus, not later than the fourth Friday of September of each contract year.

This specifically excludes teachers at the end of the first semester of each contract year.

- C. If two or more teachers are involuntarily reassigned from a department, return rights shall be based on seniority.

35-3-4 Teachers assigned to locations where their services can be utilized to meet the needs of students either on an itinerant or district-wide basis are exempt from the provisions of this Article except as otherwise provided.

A. Exempt positions include the following categories:

1. Psychologists
2. Nurses
3. Itinerant Speech Therapists
4. Itinerant Specialists
5. Elementary Guidance Counselors
6. Secondary Guidance Counselors may transfer to any available vacant position during the school year with the exception of the last quarter.
7. GATE Specialists
8. Project Facilitators
9. Special Education Facilitators
10. Read by Grade 3

B. Exempt teachers are excluded from the voluntary and involuntary provisions of this regulation but may submit a request to the supervising administrator indicating preference for reassignment at any time. The honoring of the request for reassignment shall not be unreasonably withheld.

C. Nurses and itinerant speech therapists may appeal a transfer through the Association to the Chief Human Resources Officer, whose decision is final and binding.

35-4 For purposes of this Article, on or after February 1 of each contract year, a teacher who removes an endorsement in order to avoid being reassigned or after being assigned a class for the following school year may be reduced in force if no other positions are vacant for which the teacher is licensed. Endorsements may be removed prior to February 1 of each contract year.

35-5 Teachers with less than full-time contracts may not use the transfer process to secure full-time positions.

35-6 Prior to March 1 of each school year, the School District may designate up to thirty (30) schools for which new hires may be offered positions beginning the first work-day in April. Designated schools must have a history of having vacancies in the previous school year after the end of the first voluntary transfer period described in Article 35-2(G). The names of the schools so designated will be reported to the Association before March 1 of each year.

35-7 Specialized Units

The District will make every reasonable effort to identify, prior to spring surplus, which specialized units will be moved from their present school location to a different school location, even if it cannot yet determine where the new site will be. This will allow reasonable notice and opportunity for the affected teacher to pursue voluntary transfer options. If an affected teacher does not wish to go to the new location and is unsuccessful in securing a voluntary transfer, that teacher will participate in the spring surplus. If the teacher is notified of the relocation after the spring surplus meeting, the affected teacher shall, within five (5) days of notification, select a position from a list of vacancies. If more than one unit exists at a school, relocation will be based on seniority.

The District will continue to inform, in writing, at the time teachers are hired for specialized classes, that such special education units are assigned to locations at the discretion of the

District and that, consequently, the existence of a particular unit at a specific school one year does not mean that the unit will continue at the school in subsequent years.

The prevailing factor in determining which special education teacher is to be surplus is the area of licensure, even if the units are assigned to secondary schools.

- 35-8 The intent and purpose of this Article is to facilitate the transfer of teachers, where such transfers are necessary or requested. The parties agree to discourage any practice that may result in the unfair manipulation of transfer procedures.
- 35-9 The District's cultural diversity goals and objectives shall be considered when transfers are made.
- 35-10 The needs of students assigned to at-risk schools shall be considered when transfers are made. If there is a dispute, the matter will be reviewed by the Chief Human Resources Officer or designee, who will have three (3) days to resolve the matter. If the matter is not resolved, the dispute will be resolved through the Expedited Arbitration Procedure.
- 35-11 All disputes involving the interpretation and implementation of this Article shall be subject to Expedited Arbitration Procedures except as provided for in Article 35-3-4.
- 35-12 Teachers who will be returning from a leave of absence for the next school year, shall be eligible to participate in the selection of a school on the same basis as any other teacher with the exception that once a voluntary assignment has been secured, the teacher returning from leave will be assigned to the school for the coming school year and may not further volunteer for transfer to another location for the remainder of the school year for which the teacher has been assigned.
- 35-13 The parties shall establish a committee to make recommendations regarding the transfer procedures.

#### **ARTICLE 36 DISCIPLINARY PROCEDURES**

- 36-1 Neither the District nor the Association will discriminate against any member of the bargaining unit because of membership or non-membership in the Association or participation or non-participation in any of the Association's activities.
- 36-2 All written policies and regulations of the School District governing employee activities and conduct will be interpreted and applied uniformly throughout the District.
- 36-3 The personal life of a teacher is not an appropriate concern of the District and, therefore, shall not affect the teacher's employment status except when it has a legally relevant connection to the teacher's employment.
- 36-4 An employee about to undergo an investigatory interview is entitled to an association representative or another representative and reasonable notice shall be given. Reasonable notice shall mean notification the day prior to the actual meeting except when circumstances may require a prompt investigatory interview. Any and all notices of the principal's desire to hold a conference with a teacher shall include the subject of the conference. The written prior notice of investigatory meeting does not constitute the separate document required in Articles 14-3-1 and 36-12.
- 36-5 After reasonable notice has been given and in the interest of expediting a resolution to a disciplinary problem, the district may require an employee to choose between participating in an investigatory interview without representation, or not being interviewed.

- 36-6 An employee's right to representation during the course of an interview arises if the supervising administrator takes any steps beyond merely informing the employee of a disciplinary action. In such instances, the provisions of 36-4 apply.
- 36-7 The employee's representative and the administrator will allow the employee to give an account of the alleged incident before any discussion by either of the named parties occur. During the investigatory interview conducted by the administrator, all persons at the conference will conduct themselves in a manner that will result in a clear and thorough statement from the teacher regarding the facts of the alleged incident. Nothing in this provision is meant to inhibit or limit the teacher's representative from fully and properly representing the teacher.
- 36-8 In implementing the suspension and dismissal procedures of NRS 391, the parties agree that the decision of the arbitrator shall be final and binding. The arbitrator shall be selected in accordance with the expedited arbitration procedures in Article 4 of this Agreement.
- 36-8-1 The teacher or the teacher's representative shall, within ten (10) days of receiving the notice of suspension or dismissal demand that the matter be submitted to final and binding arbitration. The matter shall be heard before the superintendent's designee prior to submission to final and binding arbitration. The superintendent's designee shall hear the matter within five (5) days and shall submit a written response within five (5) days after the hearing. In the event the matter is not resolved by the superintendent's designee the matter shall be submitted to final and binding arbitration.
- 36-8-2 Pursuant to NRS 391, the non-renewal of a probationary teacher's contract shall not be subject to a hearing or arbitration under the provisions of this Article (36-8). Probationary teachers shall be entitled to a hearing and arbitration under the terms of this Article for suspensions or dismissals.
- 36-8-3 A teacher hired on or after December 1 of any school year shall be a probationary teacher for the remainder of that school year and for the ensuing school year.
- 36-8-4 In the event a teacher is suspended from employment, pending a recommendation for dismissal, the District may continue to contribute to the CCEA insurance Trust on behalf of that teacher, as stated in Article 28-3, throughout the suspension period.
- 36-9 Prior to initiating any of the above forms of disciplinary action, the district shall have followed a policy of progressive discipline which normally includes an oral (written document) and written warning.
- 36-10 The arbitrator shall have the power to modify or deny the district's disciplinary action. Any such modification of a penalty must be within the limits set forth in the Nevada Revised Statutes.
- 36-11 Although certain provisions of this Article are intended to modify disciplinary hearing provisions set forth in NRS 391, those provisions of NRS 391 which do not conflict with this Article shall remain in effect including, but not limited to, the superintendent's authority under NRS 391.314-1.
- 36-12 Any summary of conference, oral warning, written warning, admonition, suspension, dismissal, or direction for change shall be called to the employee's attention in writing within twenty (20) working days after the observation. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model.

**ARTICLE 37  
EXTRA PAY FOR EXTRA DUTY SCHEDULE**

**37-1 EXTENDED DAY EXTRACURRICULAR PAY**

This pay schedule for elementary, middle, junior, and senior high positions does not obligate the School District to institute the program. However, if the program exists in the school, then all identified positions for that program must be filled. If a club or activity does not exist, schools may utilize the funds from the unfilled extended day extracurricular position(s) for sponsors or clubs or activities not listed in 37-1 of comparable extended day commitments; i.e., number of students, hours, duration of activity, and performances in competition. The formula agreed upon to determine the amount of the stipend shall be based on the Index, Class A, Step 1 Base Salary, of the Salary Schedule (SS), in effect under this Agreement and the Transitional Salary Schedule (TSS) in effect under this Agreement.

**37-1-2 Senior High School – Extended Day Pay**

Position	Index, Class A, Step 1 Base Salary	No. of Positions For Each School
Head Football (M) .....	.093 .....	1
Head Basketball (M) .....	.093 .....	1
Head Baseball (M) .....	.079 .....	1
Head Track (M) .....	.084 .....	1
Head Wrestling (M) .....	.084 .....	1
Head Soccer (M) .....	.079 .....	1
Head Flag Football (W).....	.079.....	1
Head Tennis (M) .....	.054 .....	1
Head Golf (M) .....	.056 .....	1
Head Cross Country (M) .....	.068 .....	1
Head Swimming (M).....	.063 .....	1
Head Volleyball (M).....	.075 .....	1
Asst. Football (M) .....	.070 .....	AAAA-6, AAA-5, AA-4, A-4
Asst. Basketball (M) .....	.070 .....	2
Asst. Baseball (M) .....	.061 .....	2
Asst. Track (M) .....	.063 .....	AAAA-2, AAA-2, AA-1, A-1
Asst. Wrestling (M) .....	.063 .....	AAAA-2, AAA-2, AA-1, A-1
Asst. Soccer (M) .....	.059 .....	1
Asst. Volleyball (M) .....	.061 .....	2
9 <sup>th</sup> Gr. Basketball (M) .....	.043 .....	1
9 <sup>th</sup> Gr. Volleyball (M) .....	.038 .....	1
9 <sup>th</sup> Gr. Basketball (W).....	.043 .....	1
9 <sup>th</sup> Gr. Volleyball (W).....	.038 .....	1
9 <sup>th</sup> Gr. Soccer.....	.038.....	1
Head Bowling (M & W) .....	.065 .....	1
Head Basketball (W) .....	.093 .....	1
Head Volleyball (W) .....	.075 .....	1
Head Softball (W) .....	.079 .....	1
Head Track (W) .....	.084 .....	1
Head Soccer (W).....	.079 .....	1
Head Tennis (W) .....	.054 .....	1
Head Golf (W) .....	.056 .....	1
Head Cross Country (W) .....	.068 .....	1
Head Swimming (W) .....	.063 .....	1
Asst. Basketball (W) .....	.070 .....	2
Asst. Volleyball (W) .....	.061 .....	2
Asst. Softball (W) .....	.061 .....	2



Asst. Track (W) .....	063 .....	AAAA-2, AAA-2, AA-1, A-1
Asst. Soccer (W) .....	059 .....	1
*Band (over 500) .....	097 .....	1
*Band (under 500) .....	082 .....	1
*Chorus .....	063 .....	1
*Mariachi/Guitar (over 500) .....	043 .....	1
*Mariachi/Guitar (under 500) .....	040 .....	1
*Yearbook .....	075 .....	1
*Drama/Theatre .....	080 .....	1
*Newspaper .....	056 .....	1
*Pep Club .....	032 .....	1
*Cheerleader .....	058 .....	1
*JV/9 <sup>th</sup> Grade Cheerleader .....	043 .....	1
*Forensics/Speech Club .....	057 .....	1
*Dance/Drill Team .....	047 .....	1
*Student Council .....	080 .....	1
*Key Club .....	030 .....	1
*Human Relations .....	030 .....	1
*Varsity Quiz .....	043 .....	1
*Athletic Director .....	104 .....	1
*Orchestra .....	060 .....	1
*Chess Club .....	043 .....	1
*FBLA .....	043 .....	1
*Science Bowl .....	028 .....	1
*Honor Society .....	030 .....	1
*ROTC .....	061 .....	2
*DECCA .....	043 .....	1
*VICA .....	043 .....	1
*FCCLA .....	043 .....	1

\*Does not qualify for years of experience.

37-1-3 Junior High or Middle School – Extended Day Pay

<u>Position</u>	<u>Index, Class A, Step 1 Base Salary</u>	<u>No. of Positions For Each School</u>
6/7/8 <sup>th</sup> Gr. Flag Football (M) .....	042 .....	1
6/7/8 <sup>th</sup> Gr. Flag Football (W) .....	042 .....	1
6/7/8 <sup>th</sup> Gr. Soccer (M) .....	042 .....	1
6/7/8 <sup>th</sup> Gr. Soccer (W) .....	042 .....	1
7/8 <sup>th</sup> Gr. Basketball (M) .....	042 .....	1
7/8 <sup>th</sup> Gr. Softball (M) .....	039 .....	1
7/8 <sup>th</sup> Gr. Tennis (M & W) .....	027 .....	1
7/8 <sup>th</sup> Gr. Track (M) .....	033 .....	1
7/8 <sup>th</sup> Gr. Basketball (W) .....	042 .....	1
7/8 <sup>th</sup> Gr. Volleyball (W) .....	038 .....	1
7/8 <sup>th</sup> Gr. Track (W) .....	033 .....	1
7/8 <sup>th</sup> Gr. Softball (W) .....	039 .....	1
*Band .....	063 .....	1
*Chorus .....	042 .....	1
*Newspaper .....	038 .....	1
*Human Relations .....	028 .....	1
*Forensics .....	028 .....	1
*Yearbook .....	028 .....	1
*Orchestra .....	040 .....	1

*Cheerleader.....	.028	1
*Dance/Drill Team.....	.028	1
*Drama.....	.028	1
*Chess Club.....	.028	1
*Honor Society.....	.028	1
*FBLA.....	.028	1
*Student Council.....	.038	1
*Mariachi/Guitar.....	.040	1
*JV Quiz.....	.028	1

\*Does not qualify for years of experience.

37-1-4 Elementary School – Extended Day Pay

<u>Position</u>	<u>Index, Class A, Step 1 Base Salary</u>	<u>No. of Positions For Each School</u>
*Chess Club.....	.025	1

\*Does not qualify for years of experience.

37-1-5 Computation of Athletic Stipend

A. The formula agreed upon to determine the amount of the stipend shall be based on the Index, Class A, Step 1 Base Salary, of the Salary Schedule (SS) in effect at the beginning of the 2015-2016 school year, and the Transitional Salary Schedule (TSS) in

effect at the beginning of 2016-2017 school year, as follows:

<u>Step</u>	<u>Teaching Experience Within the District</u>	<u>Index, Class A Step 1 Base Salary</u>
1.....	1 – 3.....	.0039
2.....	4 – 6.....	.0078
3.....	7 – 9.....	.0117
4.....	10 – 12.....	.0156
5.....	13 or Over.....	.0195

B. Schools may utilize two volunteer coaches per team per season.

The following positions are in addition to any volunteer coaches: statisticians, video personnel, student teachers, and athletic trainers.

37-1-6 Payment for Directing Intramural Programs

A. Determination of Intramural Allotment to Schools:

The amount of funds available to secondary schools for extended day pay to direct intramural programs shall be based on projected student enrollment at the rate of \$.92 per student. Allotments will be based on the actual October 1 enrollments. No secondary school shall receive less than \$495.

B. Determination of Payment to Individual Teachers:

Extended day pay for directing intramural activities will be based on the number of days per week an activity is supervised throughout the school year according to the following guideline:

<u>Number of Days Per Week Directing Activity</u>	<u>Number of Weeks</u>	<u>Total Pay</u>
1 .....	36.....	\$ 275
2 .....	36.....	549
3 .....	36.....	825
4 .....	36.....	1,099
5 .....	36.....	1,374

37-1-7 Payment for Elementary Activity Fund

The amount of funds available to elementary schools to direct extended day activities shall be based on projected student enrollment at the rate of 92¢ per student. Allotments will be based on the actual October 1 enrollments.

37-2 EXTRA PAY FOR LICENSED PERSONNEL IN SPECIAL CATEGORIES

37-2-1 Secondary Counselors

Each full-time counselor shall be assigned nine (9) additional days of service at the employee's daily rate of pay. PERS and other legally required contributions shall be made for these days from the negotiated salary package as required by law.

37-2-2 Librarians

A. Librarians shall be assigned additional days of service, to be paid at the employee's daily rate of pay according to the following formula:

<u>Projected Enrollment</u>	<u>Additional Days Allotted</u>
Under 500.....	3 1/2
500 – 999 .....	7
1000 – 1499 .....	10 1/2
1500 and Over .....	14

The additional days may be broken down into additional hours upon agreement between the librarian and the principal according to the following schedule:

- 3-1/2 days or 24.5 hours at hourly rate;
- 7 days or 49 hours at hourly rate;
- 10-1/2 days or 73.5 hours at hourly rate;
- 14 days or 98 hours at hourly rate.

B. PERS and other legally required contributions as required by law shall be made for these days.

37-2-3 Intentionally Deleted.

37-2-4 Intentionally Deleted

37-2-5 Teachers Assigned to Remote Areas

Teachers assigned to remote or isolated areas shall receive an incentive allotment in addition to their basic contract salary in the amount of \$2,000:

BENNETT, WILLIAM G. ES
BOWLER, GRANT ES
BOWLER, JOSEPH L. ES
FLORENCE MCCLURE WMNS COR
GOODSPRINGS ES
HIGH DESERT PRISON ADULT HS
HIGH DESERT STATE PRISON YOP
HUGHES, C. A. MS
INDIAN SPRINGS ES
INDIAN SPRINGS HS
INDIAN SPRINGS MS
LAUGHLIN MS/HS
LUNDY, EARL ES
LYON, MACK MS
MOAPA VALLEY HS
PERKINS, UTE ES
REID, HARRY ES
SANDY VALLEY ES
SANDY VALLEY MS/HS
SOUTHERN DESERT CORRECTIONAL
SPRING MOUNTAIN J/SHS
VIRGIN VALLEY ES
VIRGIN VALLEY HS

37-2-6 Responsible Teachers

A small school with a staff of one (1) to four (4) teachers shall have one (1) teacher designated as the responsible teacher. Responsible teachers shall receive additional pay according to the following formula added to their base contract salary:

<u>Number of Teachers</u>	<u>Additional Pay as a Fraction of Teacher's Contract Salary</u>
1 .....	1/25
2 .....	1/20
3 .....	1/15
4 .....	1/10

37-2-7 School Bankers

Teachers assigned as school bankers to provide banking and accounting services of athletic contests at senior high schools shall be compensated at the rate of \$6.60 per hour. The maximum number of assigned hours per contest shall be based on student enrollment as indicated below:

1200 or more.....	4 hours
1199 - 600 .....	3 hours
599 and below .....	2 hours

37-2-8 Speech therapists, nurses, and psychologists assigned to year round schools shall be given one year at a time extended contracts with PERS paid.

37-3 EXTRA PAY RATE FOR INSTRUCTIONAL SERVICES

<u>Activity</u>	<u>Amount</u>
A. Continuing Education Instruction	\$ 31.50
B. In-service Training Instruction	31.50
C. Summer School	31.50
D. Graduate Incentive Program	31.50
E. Other Approved Instructional Services	
1. Itinerant Teachers	31.50
2. Committees, Task Forces, P.D.E. Instructors	31.50
3. Approved Instructional Services Not Listed	31.50
F. Extra Duty Teaching Assignments	
1. Early Bird/Late Bird	) Teacher's
2. "Opportunity School" Instruction	) Contract
3. "Sunset High School" Instruction	) Hourly Rate
4. Juvenile Court School Programs	) of Pay
5. Purchased Preparation Periods	)
6. Extended School Year	)
7. "Homebound" Instruction	)
8. Instructional and Evaluative Services	)
to students provided as required by the	)
Individual with Disabilities Education Act	)

37-4 EXTRA PAY FOR TICKET TAKERS AND SELLERS

37-4-1 Varsity Athletic Contests \$10.00 per hour

37-5 The evaluation of a teacher may not include the performance of the teacher in any coaching assignment except for misconduct.

**ARTICLE 38  
WAIVER OF CONTRACT PROVISIONS**

38-1 The parties to this Agreement recognize the need for on-going school improvement activities and agree that from time to time waivers to contractual terms as set forth herein are desirable. It is therefore agreed that individual school sites when implementing site-based school improvement plans may implement specific waivers to the terms of this Agreement in accordance with the provisions set forth below.

38-2 Waivers will only be requested to deal with specific conditions at a particular site. Any waiver must specify the contractual terms waived and the specific changes to the Agreement,

including the length of time the waiver is to be in force. No waivers may be requested which deal with any employee compensation, benefits, or welfare.

- 38-3 The parties value the participation of employees in the governance process at the site. The purpose of shared governance is to improve student learning. The District and Association share the commitment to create a positive culture within the District and to support the participation of employees in the governance structure. To facilitate this culture, the District and Association agree to the following:

38-3-1 Waiver Procedure

1. A waiver request of a contract provision, once initiated, must be signed by 25% of the licensed staff at that site, including the responsible administrator. The proposal shall be submitted to the Association's President and to the District's Deputy Superintendent of Instruction no later than May 1 for the ensuing school year. The petition must clearly identify which contract provision(s) is/are petitioned for waiver.
2. Upon approval through 38-3-1-1, a secret ballot vote shall be conducted by the responsible site administrator and an Association representative. The waiver request must receive the support of 70% of the votes cast by licensed personnel assigned to that work site including itinerant personnel. A reasonable opportunity shall be afforded to all site licensed personnel to participate in the voting process. The tabulation process may be observed by any interested party.
3. Upon voter approval of 70%, the waiver request shall be submitted in writing to the Association's President and the District's Superintendent for final approval.
4. A waiver may be renewed or rescinded by following the above procedure. A waiver is valid for only one year.

38-3-2 Waiver Example – Unique School Plans

1. To improve teacher retention, improve student achievement and decrease student drop-out rates, for the 2006-07 school year the District may designate an elementary, middle and senior high school to implement unique school plans which are designed to better meet the needs of the communities they serve.
2. Each school will be free to develop its own plan to serve the needs of its students and staff. The plans will be submitted as requests for waivers in accordance with the provisions of Article 38-3-1 above.
3. The plans could include components such as:
  - Flexible scheduling
  - Transportation options
  - Accommodations for family and work schedules
  - Increased parental involvement through language acquisition and/or technology opportunities
  - Increased opportunities for remediation and enrichment
  - Opportunities for teacher contract options

**ARTICLE 39  
EMPOWERMENT SCHOOLS**

Any schools designated to become Empowerment Schools beginning with the 2008-2009 school year will be identified by March 1. Funding by the State Legislature will determine the number of Empowerment schools.

- 39-1 The parties to this Agreement will agree whether new schools designated as Empowerment will retain existing staff or be vacated.
- 39-2 The Superintendent shall establish that there will be at least four Association Representatives on the CCSD Empowerment Design Team, which shall include the President of the Association or the President's designee, the Executive Director, one teacher from the Contract Maintenance Committee, and one other teacher.
- 39-3 One teacher mutually agreed upon by the parties will be assigned as an Empowerment liaison. The Empowerment Liaison will be part of every School Empowerment Team.
- 39-4 Empowerment schools must adhere to the Negotiated Agreement. A contract waiver under Article 38 must be sought and passed in order to obtain a waiver from a contract provision.
- 39-5 Teachers required to work over the seven-hour eleven-minute (7:11) work day as provided in Article 22-1 will be compensated at the teacher's daily rate of pay and such compensation will be PERS sensitive. Teachers required to work over the 184 day contract as provided in Article 21-2 will be compensated at their contract rate of pay for each additional day above the 184 days and said payment will be PERS sensitive.
- 39-6 The School Empowerment Team will determine how to spend any monies provided by the Legislature to Empowerment Schools so long as it is consistent with the Negotiated Agreement or a contract waiver is obtained through Article 38.
- 39-7 Evaluations of teachers assigned to Empowerment Schools shall be used in a formative manner that will reflect teachers' performance along a continuum of skill levels. If it is determined by the administrative team that a teacher is not compatible with the model established by the school, the principal may present such findings to the School Empowerment Team in a confidential forum, as prescribed in Article 39-8-1.
  - 39-7-1 The School Empowerment Team, in conjunction with the school principal, may implement a peer review model and may remove and replace a teacher deemed to be incompatible with the model established at the school. The principal ultimately has the authority to make staffing decisions. Any teacher so removed shall fall within the involuntary transfer provisions of Article 35 if identified in time to participate in a spring or fall surplus meeting. Any teacher identified for removal either too late to secure a voluntary transfer or too late to participate in a surplus meeting shall be administratively reassigned by the Human Resources Division with vacancy options provided.
  - 39-7-2 Any teacher at any Empowerment School may choose to transfer out of the Empowerment school at any time. Such transfer and/or administrative reassignment will occur within ten (10) work days. Any teacher opting to transfer out shall be administratively reassigned by the Human Resources Division with vacancy options provided unless it occurs during the spring and fall surplus meetings teacher may participate in the provisions of Article 35.
  - 39-7-3 Any overpayment of additional compensation shall be reimbursed to the District by the employee pro-rata over the remaining paychecks of that school year.

- 39-8 The CCSD and the CCEA agree to pursue discussions regarding incentive pay for licensed personnel at the Empowerment Schools.

**ARTICLE 40  
TERM OF AGREEMENT**

- 40-1 This Agreement shall become effective at the beginning of the 2021-2022 contracted school year and shall remain in effect until the beginning of the 2022-2023 contracted school year, and as limited by NRS 288.155, shall continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2022-2023 in the manner prescribed by the provisions of NRS 288 of a desire to change, amend or modify the Agreement and until a successor agreement is reached.
- 40-2 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.

**ARTICLE 41  
NEW ARTICLE**

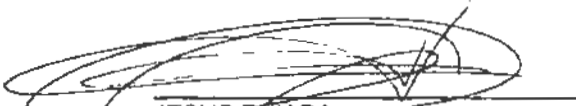
- 41-1 Upon execution of this Agreement the parties agree to form working groups, which between the date of execution of this Agreement and October 11, 2013 shall meet at least four times and discuss the following topics:
- a. Grievance back-log
  - b. Professional Development
  - c. Evaluations
  - d. Peer Assistance and Review
  - e. Special Education
  - f. Advanced Studies Certification 18 hour programs for Class E and F
  - g. Deletion of Article 39 – Empowerment Schools

To the extent that any of the topics listed in this article 41-1 (a)-(g) above are mandatory subjects of bargaining under NRS 288.150, either party may by written notice sent to the other party on or before February 1, 2014, reopen negotiations for the limited purpose of bargaining over one or more of those topics listed in (a)-(g) above but only those of which are mandatory subjects of bargaining under NRS 288.150. Upon reopening, the provisions of NRS 288.217 shall apply. Discussions may be extended beyond February 1, 2014 only by the mutual consent of both parties.

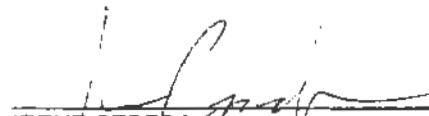


IN WITNESS WHEREOF, the parties have hereunto set their hands this 28<sup>th</sup> Day of October 2021.

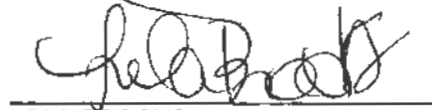
**BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT**



JESUS F. JARA  
Superintendent of Schools



IRENE CEPEDA  
President




LOLA BROOKS  
Clerk

**FOR THE CLARK COUNTY EDUCATION ASSOCIATION**



KRISTAN NIGRO  
Negotiations Committee Chair



MARIE NEISESS  
President



JOHN VELLARDITA  
Executive Director



EXHIBIT 3

EXHIBIT 3



## CCSD Negotiation Proposal Update

**Announcements [Clark County School District]** <ccsd-announcements@nv.ccsd.net>

Tue, Jul 18, 2023 at 11:11 AM

To: G-0001-All-Licensed <G-0001-All-Licensed@nv.ccsd.net>

Cc: G-0001-All-Principal <g-0001-all-principal@nv.ccsd.net>, "Brenda Larsen-Mitchell [Deputy Superintendent]" <larsebk@nv.ccsd.net>, "Kellie Ballard [Office of the Deputy Superintendent]" <ballak@nv.ccsd.net>, "Mike Barton [College, Career, and Equity Unit]" <bartowr@nv.ccsd.net>, "Dustin Mandl [Instructional Services]" <mandldb@nv.ccsd.net>, "Monica Cortez [SSD]" <cortemj@nv.ccsd.net>, "RoAnn Triana [Region 1]" <trianrd@nv.ccsd.net>, "Alaina Marie Criner- Wilson [Region 1]" <crineam@nv.ccsd.net>, "Scarlett Perryman [Region 1]" <perrysh@nv.ccsd.net>, "Sonya Holdsworth [Region 1]" <holdssg@nv.ccsd.net>, "Lindsay Tomlinson [Region 1]" <ozmunlm@nv.ccsd.net>, "Melissa Gutierrez [Region 2]" <gutiam2@nv.ccsd.net>, "Barry Bosacker [Region 2]" <bosacbc@nv.ccsd.net>, "Monica Lang [Region 2]" <mcdowmm@nv.ccsd.net>, "Joseph Petrie [Region 2]" <petrijr@nv.ccsd.net>, "Rebecca Lucera [Region 2]" <lucerm@nv.ccsd.net>, "Deanna Jaskolski [Region 3]" <kowaldj@nv.ccsd.net>, "Mikie Young [Region 3]" <youngm@nv.ccsd.net>, "Reece Oswald [Region 3]" <oswalre@nv.ccsd.net>, "Celese Rayford [Region 3]" <rayfocr@nv.ccsd.net>, "Mike Casey [Operational Services]" <caseym@nv.ccsd.net>, "Luke Puschnig [Office of the General Counsel]" <puschpl@nv.ccsd.net>, "Mary Mazur [VegasPBS]" <mazurmfi@nv.ccsd.net>, "Henry Blackeye [Police Services]" <blackhm@nv.ccsd.net>, "Jason Allen Goudie [Business and Finance]" <goudij@nv.ccsd.net>, "Tod Story [Communications Unit]" <storytj@nv.ccsd.net>, "Carol Tolx [Human Resources]" <tolxca@nv.ccsd.net>, "Shana Rafalski [Office of the Superintendent]" <rafalsh@nv.ccsd.net>, "Robert Solomon [Lamping ES]" <solomrw@nv.ccsd.net>, "Andrea Womack [Brinley MS]" <womacac@nv.ccsd.net>, "Ronnie Guerzon [Region 3]" <guerzra@nv.ccsd.net>, "Shawn Halland [Region 2]" <hallasl@nv.ccsd.net>, "Marilyn Delmont [Operational Services]" <delmom@nv.ccsd.net>, "Mark Campbell [Energy Management]" <campbmr2@nv.ccsd.net>

July 18, 2023

Dear Teachers and Licensed Personnel,

As we near the start of the 2023-24 school year, we would like to clarify pay and compensation questions with you rather than allow the false narratives and information spread by some in our community to persist.

The District strives to competitively compensate all our employees, which includes increasing pay for our dedicated, hardworking educators in our classrooms. The District is currently negotiating with the five bargaining units representing our employees, including the bargaining agent for licensed personnel, CCEA. Despite what you may have heard, the current contract remains in effect until a new contract is agreed upon. As we shared with you previously, we must move beyond the current Salary Schedule by adopting a new one so we can attempt to properly compensate you for the years of experience and education you bring to our classrooms.

Under the current Salary Schedule adopted in 2015, only 7% of our licensed educators are properly compensated for their education and experience. Our proposal calls for a one-time look back to accurately place licensed personnel on a salary schedule commensurate with their experience and education, which for many educators would result in more compensation beyond the amounts demanded by CCEA. An across-the-board salary increase of 10 or 8 percent would only perpetuate the inequitable current Salary Schedule, ignoring retention challenges.

Governor Joe Lombardo announced during his January State of the State address and the Nevada Legislature approved a historic investment in education. We want to use this funding to focus on compensating you for your years of experience and education.

The Board of Trustees and I intend to dedicate the increased Pupil Centered Funding Plan dollars allocated from the state to compensate you and all our employees. However, the CCEA's requests far exceed the dollars provided by the Pupil Centered Funding Plan and would require the District to use one-time funds to pay for recurring expenses. It would be irresponsible for the District to use one-time funds – ESSER, school carry-over, ending fund balances, and SB 231 monies – for ongoing compensation purposes, even if the District could legally do so, which is uncertain.

We all recognize the need for additional teachers in the classroom to address vacancies and reduce class sizes. As CCEA has recognized, the teacher shortage is a nationwide problem that can not be fixed overnight. However, during the 2022-2023 school year, we saw a net gain of approximately 450 licensed personnel. This is because of the incentives approved by the Board of School Trustees and the recruiting efforts of the Human Resources team and school leadership. Despite inaccurate reports from some, we continue at our average separation rate-- not including retirees and health-related reasons--of approximately six percent.

As the CCEA has recognized, "increasing instructional hours for students by as little as 19 minutes per day can have a dramatic impact on student learning outcomes." We attempted to renew the contract waivers that added 19 minutes of instructional time at select schools. Despite teachers at these schools previously voting overwhelmingly for the additional 19 minutes of instructional time, the CCEA has rejected our attempts to renew the contract waivers. As such, we have proposed contract language that would allow for the additional 19 minutes of instructional time, and we clarified during negotiations that we would continue to pay teachers for the additional 19 minutes.

We will continue to communicate with you often as we work to provide our educators with the fair compensation they deserve.

As educators, we know a focus on student academic success guides every member of the CCSD family. Together we will show up for our kids on August 7 and welcome our new and returning students to campuses to lead each of the 300,000-plus pupils down the path to academic growth.

Sincerely,  
Dr. Jesus F. Jara  
Superintendent



## CCSD Negotiation Proposal Update

Christopher Percy [Lawrence JHS] <percyj@nv.ccsd.net>

Tue, Jul 18, 2023 at 3:02 PM

To: ccsd-announcements@nv.ccsd.net

Cc: "Alaina Marie Criner- Wilson [Region 1]" <crineam@nv.ccsd.net>, "Andrea Womack [Brinley MS]" <womacac@nv.ccsd.net>, "Barry Bosacker [Region 2]" <bosacbc@nv.ccsd.net>, "Brenda Larsen-Mitchell [Deputy Superintendent]" <larsebk@nv.ccsd.net>, "Carol Tolx [Human Resources]" <tbxca@nv.ccsd.net>, "Celase Rayford [Region 3]" <rayfocr@nv.ccsd.net>, "Deanna Jaskolski [Region 3]" <kowaldj@nv.ccsd.net>, "Dustin Mancl [Instructional Services]" <mancldb@nv.ccsd.net>, G-0001-All-Licensed <G-0001-All-Licensed@nv.ccsd.net>, G-0001-All-Principal <g-0001-all-principal@nv.ccsd.net>, "Henry Blackeye [Police Services]" <blackhm@nv.ccsd.net>, "Jason Allen Goudie [Business and Finance]" <goudij@nv.ccsd.net>, "Joseph Petrie [Region 2]" <petrijr@nv.ccsd.net>, "Kellie Ballard [Office of the Deputy Superintendent]" <ballak@nv.ccsd.net>, "Lindsay Tomlinson [Region 1]" <ozmunlm@nv.ccsd.net>, "Luke Puschnig [Office of the General Counsel]" <puschpl@nv.ccsd.net>, "Marilyn Delmont [Operational Services]" <delmom@nv.ccsd.net>, "Mark Campbell [Energy Management]" <campbmr2@nv.ccsd.net>, "Mary Mazur [VegasPBS]" <mazurmf@nv.ccsd.net>, "Melissa Gutierrez [Region 2]" <gutiem2@nv.ccsd.net>, "Mike Barton [College, Career, and Equity Unit]" <bartowr@nv.ccsd.net>, "Mike Casey [Operational Services]" <caseym@nv.ccsd.net>, "Mikie Young [Region 3]" <youngm@nv.ccsd.net>, "Monica Cortez [SSD]" <cortemj@nv.ccsd.net>, "Monica Lang [Region 2]" <mcdowmm@nv.ccsd.net>, "Rebecca Lucero [Region 2]" <lucerm@nv.ccsd.net>, "Reece Oswalt [Region 3]" <oswalre@nv.ccsd.net>, "RoAnn Triana [Region 1]" <trianrd@nv.ccsd.net>, "Robert Solomon [Lamping ES]" <solomrw@nv.ccsd.net>, "Ronnie Guerzon [Region 3]" <guerzra@nv.ccsd.net>, "Scarlett Perryman [Region 1]" <perrysh@nv.ccsd.net>, "Shana Rafalski [Office of the Superintendent]" <rafalsh@nv.ccsd.net>, "Shawn Halland [Region 2]" <hallasl@nv.ccsd.net>, "Sonya Holdsworth [Region 1]" <holdsgg@nv.ccsd.net>, "Tod Story [Communications Unit]" <storytj@nv.ccsd.net>

We WILL have a contract, or you'll be opening schools alone.

On Tue, Jul 18, 2023 at 11:12 AM Announcements [Clark County School District] <ccsd-announcements@nv.ccsd.net> wrote:

[Quoted text hidden]

—

Regards,

Christopher J. Percy, M.A., M.Ed.

7th Science Teacher

Clifford J. Lawrence JHS

[percyj@nv.ccsd.net](mailto:percyj@nv.ccsd.net)

cell: 702-371-4377

EXHIBIT 4

EXHIBIT 4



**Kenny Belknap**  
@Kbelknap822

We get the contract we're willing to fight for, see you all on the picket line.



**Clark County Education Associati...** · 7/19/23

CCEA members will be out in force again this afternoon to demand the contract we deserve!

Join us at 4:30 at Romano's Mercato Italiano in Inspirada!

#CCEAStrong #JavaWithJara



10:14 AM · 7/19/23 from Earth · **294** Views

**4** Likes





EXHIBIT 5

EXHIBIT 5



# Tweet



•  
@NevadaDaze



Hearing rumors of a [@ClarkCountySch](#) strike. Would like to ask the [@cceanv](#) how much their strike assistance pay is for members.

4:56 PM · 7/20/23 from Earth · **927** Views

---

**8** Likes

---

EXHIBIT 6

EXHIBIT 6



**Generally Snarky** 🦋

@SnarkyGenerally



For everyone saying it's illegal, YES WE TEACHERS KNOW. But at this point WE DONT CARE! Several others states with no strike laws had teacher strikes, we can too.

1:16 PM · 7/21/23 from Earth · **88** Views

**3** Likes



**OsuzyQ** @OsuzyQ · 7/21/23



YES!



**EXHIBIT 7**

**EXHIBIT 7**

## DECLARATION OF BRENDA LARSEN-MITCHELL

I, Brenda Larsen-Mitchell, hereby declare as follows:

1. I am the Deputy Superintendent for the Teaching and Learning Unit for the Clark County School District (the "District"). I personally know of the matters stated herein and if called to testify, could do so competently.

2. I have been employed by the District for approximately 30 years and have held the position of Deputy Superintendent since July 2020. In this role, I am responsible for supervising three units within the District, which work directly with the curriculum, instruction, and assessment. These units include the Academic Unit; College, Career, Equity, and School Choice Unit; Student Services Division; and four Region superintendents.

3. Prior to serving as Deputy Superintendent, I was the Chief Academic Officer, from September 2018–July 2020. I have also served in the following roles throughout my career with the District including, Academic Manager/School Associate Superintendent, the Executive Director of the Curriculum and Professional Development Division, Principal, Assistant Principal, Dean of Students, Mathematics Teacher, and Special Education Teacher. Based on my current and former roles with the District, I have personal knowledge of day-to-day school operations.

4. The District currently consists of approximately 360 schools and serves approximately 305,000 students.

5. I understand that since on or about July 29, 2023, CCEA has threatened to engage in actions amounting to a strike for the 2023–2024 school year. CCEA has threatened to take such actions effective August 26, 2023, if a new negotiated agreement is not reached between the District and CCEA.

6. In the event of a strike, whether it be through sickouts, work stoppages, or a formal strike, teachers would be difficult to replace as there is not a sufficient pool of substitute teachers available to staff classes.

7. A teacher strike, especially an indefinite one by an unknown but likely substantial number of teachers, would have significant negative impacts on student learning, including but not limited to the following:

- a. Because of a limited number of teachers in schools, in the event of a strike by CCEA teacher members and/or non-members, students may need to be served through distance education, organized into large groups in cafeterias, multi-purpose rooms, gymnasiums, libraries, theaters, or other schools instead of regular individual classrooms, making it difficult to supervise, monitor, and provide effective instruction.
- b. In such large student groupings with limited teachers, it is anticipated that the primary focus of school personnel will be to maintain order and promote student safety, instead of providing effective instruction.
- c. The substantial increase in student groupings expected to result from a strike will hinder the ability of teachers, who may come to work, and substitutes from effectively monitoring students' learning and providing timely and adequate interventions.

8. A teacher strike may also result in school closures.

9. A teacher strike would adversely impact the learning outcomes of students with disabilities. As prescribed in the Individuals with Disabilities Education Act (IDEA), students with disabilities are entitled to a free appropriate public education and special education and related services in alignment with each student's Individualized Education Program (IEP). Students will likely not receive the required education and related services as prescribed in his or her IEP in the event of a strike. This would create situations in which students' learning would not progress, and the District would be in violation of federal and state laws. Moreover, many of the programs in which students with disabilities are served have enrollment-number limitations as prescribed by the Nevada Administrative Code (NAC). Based on the limited number of


teachers, the District may not be able to maintain the program teacher-to-student ratios and would be in violation of the NAC.

10. CCSD currently serves approximately 46,500 students who are English Language Learners (ELL). Once again, with the limited number of teachers serving large groups of students, it is anticipated that ELL students may not receive the necessary instruction and opportunities for language acquisition to be successful in their learning.

11. The District cannot fully evaluate all of the instructional and educational implications of a strike given the indefinite duration and number of absent teachers. However, depending on the length of the strike, students will have academic gaps in their learning and will lose educational opportunities necessary to promote their success to be college and career ready.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 31, 2023.



---

Brenda Larsen-Mitchell  
Deputy Superintendent,  
Clark County School District



EXHIBIT 8

EXHIBIT 8

1 **TRO**

2 ETHAN D. THOMAS, ESQ.

3 Nevada Bar No. 12874

4 ANDREW S. CLARK, ESQ.

5 Nevada Bar No. 14854

6 LITTLER MENDELSON, P.C.

7 3960 Howard Hughes Parkway

8 Suite 300

9 Las Vegas, Nevada 89169.5937

10 Telephone: 702.862.8800

11 Fax No.: 702.862.8811

12 Email: [edthomas@littler.com](mailto:edthomas@littler.com)

13 Email: [asclark@littler.com](mailto:asclark@littler.com)

14 CRYSTAL J. HERRERA, ESQ.

15 Nevada Bar No. 12396

16 OFFICE OF THE GENERAL COUNSEL

17 CLARK COUNTY SCHOOL DISTRICT

18 5100 West Sahara Avenue

19 Las Vegas, Nevada 89146

20 Phone: (702) 799-5373

21 [herrec4@nv.ccsd.net](mailto:herrec4@nv.ccsd.net)

22 *Attorneys for Plaintiff*

23 *Clark County School District*

24 **DISTRICT COURT**

25 **CLARK COUNTY, NEVADA**

26 CLARK COUNTY SCHOOL DISTRICT,

27 Plaintiff,

28 v.

29 CLARK COUNTY EDUCATION  
30 ASSOCIATION; MARIE NEISESS, in her  
31 capacity as President of the Clark County  
32 Education Association; JAMES FRAZEE, in  
33 his capacity as Vice President of the Clark  
34 County Education Association; JOHN  
35 VELLARDITA, in his capacity as Executive  
36 Director of the Clark County Education  
37 Association; and DOES 1-10, inclusive,

38 Defendants.

Case No.: A-23-874996-C

Dept. No.: 8

**[PROPOSED] TEMPORARY  
RESTRAINING ORDER**

1 This matter comes before the Court on Plaintiff Clark County School District’s (hereinafter  
2 the “District” or “CCSD”) Complaint and Emergency Motion for Temporary Restraining Order and  
3 Preliminary Injunction on Order Shortening Time against Defendants Clark County Education  
4 Association, Marie Neisess, James Frazee, and John Vellardita (“Defendants”).

5 WHEREUPON, the Court considered the Complaint, the Emergency Motion for  
6 Temporary Restraining Order and Preliminary Injunction on Order Shortening Time, the  
7 declarations attached thereto, the documents submitted therewith, and other arguments and evidence  
8 presented to the Court, the Court hereby orders as follows:

9 **IT IS HEREBY ORDERED** that CCSD’s Emergency Motion for Temporary Restraining  
10 Order is GRANTED.

11 IT IS FURTHER ORDERED THAT:

- 12 1. Defendants are enjoined and prohibited from requesting, encouraging, condoning, or  
13 ratifying any strike or partial or full work stoppage, as defined in NRS 288.074, and are  
14 ordered to communicate the strike cancellation and terms of this Order with CCEA  
15 members;
- 16 2. Defendants and the members of CCEA are enjoined and prohibited from engaging in  
17 any strike or partial or full work stoppage, as defined in NRS 288.074.

18 IT IS FURTHER ORDERED that this Temporary Restraining Order shall remain in effect  
19 until the Motion for Preliminary Injunction on Order Shortening Time can be heard or to a date the  
20 Court fixes. Accordingly, this Temporary Restraining Order will remain in effect until:  
21 \_\_\_\_\_, 2023.

22 DATED this 31<sup>st</sup> day of July, 2023.

23  
24 \_\_\_\_\_  
25 DISTRICT COURT JUDGE

1 Respectfully Submitted by:

2 

3  
4 ETHAN D. THOMAS, ESQ.  
5 ANDREW S. CLARK, ESQ.  
6 LITTLER MENDELSON, P.C.

7 CRYSTAL J. HERRERA, ESQ.  
8 OFFICE OF THE GENERAL COUNSEL  
9 CLARK COUNTY SCHOOL DISTRICT

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Clark County School District,  
7 Plaintiff(s)

CASE NO: A-23-874996-C

8 vs.

DEPT. NO. Department 8

9 Clark County Education  
10 Association, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Motion for Temporary Restraining Order was served via the court's  
15 electronic eFile system to all recipients registered for e-Service on the above entitled case as  
16 listed below:

17 Service Date: 8/1/2023

18 Bradley Schragger bschrager@wrslawyers.com

19 Dannielle Fresquez dfresquez@wrslawyers.com

20 Daniel Bravo dbravo@wrslawyers.com

21 Crystal Herrera herrec4@nv.ccsd.net

22 Elsa Pena penaec@nv.ccsd.net

23 Joanne Conti jconti@littler.com

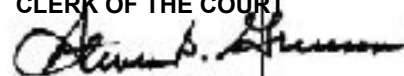
24 Maribel Rodriguez mrodriguez@littler.com

25 Andrew Clark asclark@littler.com

26

27

28



1 **OPPS**

BRADLEY S. SCHRAGER, ESQ. (SBN 10217)

2 DANIEL BRAVO, ESQ. (SBN 13078)

**WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**

3 3773 Howard Hughes Parkway, Suite 590 South

Las Vegas, Nevada 89169

4 Telephone: (702) 341-5200

Facsimile: (702) 341-5300

5 bschrager@wrslawyers.com

dbravo@wrslawyers.com

6 *Attorneys for Defendants*

7 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

8 **OF THE STATE OF NEVADA IN AND FOR CLARK COUNTY**

9  
10 CLARK COUNTY SCHOOL DISTRICT,

11 Plaintiff,

12 vs.

13 CLARK COUNTY EDUCATION  
ASSOCIATION; MARIE NEISESS, in  
14 her capacity as President of the Clark  
County Education Association; JAMES  
15 FRAZEE, in his capacity as Vice  
President of the Clark County  
16 Education Association; JOHN  
VELLARDITA, in his capacity as  
17 Executive Director of the Clark County  
Education Association; and DOES 1-10,  
18 inclusive,

19 Defendants.

Case No.: A-23-874996-C

Dept. No.: 8

**DEFENDANTS' OPPOSITION TO  
CLARK COUNTY SCHOOL  
DISTRICT'S EMERGENCY  
MOTION FOR TEMPORARY  
RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION ON  
ORDER SHORTENING TIME**

Hearing Date: August 22, 2023

Hearing Time: 8:00 a.m.

20 Defendants CLARK COUNTY EDUCATION ASSOCIATION ("CCEA"),  
21 MARIE NEISESS ("Neisess"), JAMES FRAZEE ("Frazee"), and JOHN  
22 VELLARDITA ("Vellardita") (collectively "Defendants," "CCEA," or the "Union"), by  
23 and through their attorneys of record, hereby file their Opposition to Clark County  
24 School District's (the "District") Emergency Motion for Temporary Restraining Order  
25 and Preliminary Injunction on Order Shortening Time ("Motion").

26 This Opposition is based on the memorandum of points and authorities below,  
27  
28

1 any affidavits and exhibits attached hereto, all papers and pleadings on file, and any  
2 oral argument this Court sees fit to allow at a hearing on this matter.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. INTRODUCTION**

5 This Court should end this politically-driven lawsuit at the earliest possible  
6 moment. That working people—public school teachers, unionized for the very purpose  
7 of negotiating their working conditions, their compensation, and their benefits for  
8 themselves and their families—have to expend their collective time, resources, and  
9 energy to responding to this concocted “emergency” alleged by the District is  
10 ridiculous. It would be bad enough if the District’s Complaint and subsequent Motion  
11 were merely wrong on its facts and law, but this action is so much worse than that.  
12 It comes the week before the start of the 2023-24 school year, at a moment in which  
13 the stresses on Nevada and Clark County’s public education system are at crisis  
14 levels. The teachers of Clark County begin this school year without a contract. Schools  
15 opened with thousands of unfilled teacher vacancies, which are incredibly difficult to  
16 recruit for when the District cannot inform applicants of their salaries or terms of  
17 employment. The instruction of schoolchildren will suffer from the instability and  
18 mismanagement by the District and its leadership of the most basic relationship it  
19 has, with classroom teachers, while Nevada remains near the bottom of every  
20 important ranking for student achievement, teacher satisfaction, and overall health  
21 of the system.

22 And yet, Clark County teachers begin this year—for the third consecutive two-  
23 year contract cycle, going back to 2019—without a collective bargaining agreement.  
24 The Court surely can imagine the anxiety this uncertainty produces among rank-and-  
25 file teachers, especially after the Governor and the Nevada Legislature made  
26 expressly clear monies would be available to address what are historic shortfalls of  
27 pay and resources, from the Governor touting historic investment in the education  
28

1 system to this past week’s demand by Legislative leadership that funds designated  
2 for teacher pay increases *actually go to teacher pay increases*.<sup>1</sup> With no concrete  
3 proposals from the District on the table, now six months after negotiations began and  
4 two months after expiration of the last labor agreement, CCEA members are  
5 absolutely right to question the District’s good faith in bargaining. But instead of  
6 demonstrating the good faith that is its own solemn statutory obligation (NRS  
7 288.620), the District comes to this Court with anonymous tweets, press-conference  
8 snippets, and out of context statements, demanding an improper obey-the-law  
9 injunction against CCEA and its leadership, which Nevada courts do not permit.

10 This whole charade is transparent. The District is aggressively trying to chill  
11 the expression and deliberation of teachers, at a crucial moment in the bargaining  
12 process, and to stir dissent among the membership. In fact, on the very same  
13 threadbare allegations and absurd hyperbole in the present complaint, the District  
14 has filed a contemporaneous petition with the Nevada Employee Management  
15 Relations Board to withdraw recognition of CCEA as the bargaining unit for Clark  
16 County teachers. *See* Exhibit A, at true and correct copy of the District’s Petition to  
17 Withdraw Recognition of CCEA. Let us repeat that: At the very moment negotiations  
18 are coming to a head between a union determined to fight for its members’ welfare  
19 and the embattled District leadership, CCSD has moved to threaten the  
20 democratically selected bargaining agents of 20,000 public school teachers on grounds  
21 that the District believes an unlawful strike is somehow certain to occur. It has

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23 <sup>1</sup> Barth, Megan. “Governor Lombardo Signs Largest K-12 Education Budget In  
24 State History,” *The Nevada Globe*, Jun. 1, 2023 (available at  
25 [https://thenevadaglobe.com/articles/governor-lombardo-signs-largest-k-12-  
education-budget-in-state-history/](https://thenevadaglobe.com/articles/governor-lombardo-signs-largest-k-12-education-budget-in-state-history/)) (last accessed Aug. 6, 2023); Solis, Jacob, et al.  
26 “Democratic lawmakers call for ‘substantial’ raises as Clark County teacher pay talks  
27 stall,” *The Nevada Independent*, Aug. 3, 2023 (available at  
[https://thenevada-independent.com/article/democratic-lawmakers-call-for-  
substantial-raises-as-clark-county-teacher-pay-talks-stall](https://thenevada-independent.com/article/democratic-lawmakers-call-for-substantial-raises-as-clark-county-teacher-pay-talks-stall)) (last accessed Aug. 6,  
2023).



1 trumpeted this lawsuit and its administrative petition in multiple press releases and  
2 in social media, to gain maximum coverage and cause as much disruption as possible.  
3 The District in other words, is trying to enlist this Court’s powers and jurisdiction to  
4 mount a political attack on CCEA in order to gain some perceived advantage in  
5 ongoing labor negotiations. This is plain to any rational observer.

6 Everyone knows that public school teacher strikes are unlawful in Nevada  
7 under NRS 288.700. Everyone knows that there is a provision in the collective  
8 bargaining agreement restating that statute. *See* Exhibit 2 to the District’s Motion,  
9 at Article 23-1. This has been acknowledged and reiterated time and again by CCEA  
10 members and leadership alike, publicly, as recently as August 2 at a press conference  
11 by CCEA: “We’re under contract now, Article 23 of our contract is crystal clear... we  
12 know that we’re under contract [even after expiration], and Article 23 prohibits [a  
13 strike].”<sup>2</sup>

14 Yet here we are, with a spurious lawsuit filed a full month before any decisions  
15 about a course of action by CCEA membership might be taken—decisions which are  
16 far more likely to entail perfectly legal ways of expressing their discontent than a  
17 teachers’ strike—and with several bargaining sessions scheduled in August. The  
18 District’s injunction request is premature, misplaced, and, as the Court will see  
19 immediately below, legally inadequate.

20 Students, teachers, parents, and the public deserve a school system where  
21 instructors and staff are happy, appreciated, fairly paid, and where the school district  
22 is a partner in and facilitator of in success rather than a hindrance. This ill-conceived  
23 lawsuit takes Clark County’s schools further away from that goal.

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25 <sup>2</sup> “The CCEA holds a news conference after the Clark County School District  
26 on Monday said it was ‘forced to take legal action’ due to the union’s threat of  
27 a strike,” at 14:43 timestamp (available a [https://www.facebook.com/FOX5Vegas/videos/794576469074034/?extid=CL-UNK-UNK-UNK-IOS\\_GK0T-GK1C&mibextid=2Rb1fB&ref=sharing](https://www.facebook.com/FOX5Vegas/videos/794576469074034/?extid=CL-UNK-UNK-UNK-IOS_GK0T-GK1C&mibextid=2Rb1fB&ref=sharing)) (last accessed Aug. 6, 2023).

1 **II. LEGAL ARGUMENT**

2 **A. Injunctions Under NRS 288.705**

3 **1. The District cannot meet the statutory standard for the**  
4 **injunction it seeks**

5 Injunctions, in any context, should always be carefully considered by courts  
6 and never lightly ordered. This applies even more strongly in cases like this one,  
7 where the type of injunction sought affects the rights of speech, association, and  
8 collective action otherwise protected under state and federal law. Realizing the  
9 intrusion into fundamental rights that an injunction under NRS 288.705 may  
10 represent, the Legislature was very careful in crafting the legal standard under which  
11 injunctive relief may be available in cases of threatened strikes by public employee  
12 unions. There is a reason why no Nevada Supreme Court case guides courts  
13 considering NRS 288.705 injunctions: No Nevada court has ever issued one. This  
14 Court ought not be the first, not on these thin allegations. The necessary  
15 circumstances for such an injunction are so exceedingly rare that no public employee  
16 union labor dispute has ever reached that stage, and this dispute is no different.

17 Looking at the terms of NRS 288.705, and its plain-language instructions to  
18 this Court, it is clear not only that the District cannot meet the required standard,  
19 but that its allegations are not even in the same universe of what would have to be  
20 occurring for this Court to enjoin CCEA at this time.

21 Section 1 of statute reads:

22 If a strike occurs against the State or a local government employer,  
23 the State or local government employer shall, and **if a strike is**  
24 **threatened against the State or a local government employer,**  
25 **the State or local government employer may,** apply to a court  
of competent jurisdiction to **enjoin such strike**. The application  
shall set forth the facts constituting the strike or threat to strike.

26 NRS 288.705(1) (emphasis supplied). The District is free to assert—even in bad faith  
27 and with scant support—that such a threat exists, and to apply to this Court to enjoin  
28

1 “such strike.” The first task of the Court, therefore, is to determine whether a strike  
2 has been plausibly threatened. What constitutes “a strike threatened against the  
3 State or a local government employer?” Who made the threat, in what words or by  
4 what actions? How was it communicated? What is the context of the alleged threat,  
5 in the midst of difficult contract negotiations? What is the nexus between an alleged  
6 threat and the actual organizational machinery that would have to be activated to  
7 commence an *actual strike*? Nowhere in the District’s Complaint or Motion will this  
8 Court find any guidance or assistance in making that threshold determination; the  
9 District’s entire case is woven from cherry-picked quotes and a breathless false panic.

10 But next, and much more importantly, 288.705(2) states:

11 If the court finds that an illegal strike has occurred **or unless**  
12 **enjoined will occur**, it shall enjoin the continuance or  
13 commencement of such strike. The provisions of N.R.C.P. 65 and of  
14 the other Nevada Rules of Civil Procedure apply generally to  
proceedings under this section, but the court shall not require  
security of the State or of any local government employer.

15 NRS 288.705(2) (emphasis supplied). This Court, after finding that a threat to strike  
16 has been plausibly made, must further find—as a matter of fact—that a strike *will*  
17 *occur* if it does not act immediately with the extraordinary remedy of an injunction.  
18 As discussed below, it is unthinkable, on the current facts presented and allegations  
19 made, that this Court can make that determination.

20 It is surprising how little the District understands, after all these years, about  
21 how its nearly 20,000 unionized public-school teachers operate. Here is a lesson for  
22 them: In this union, the incredibly serious decision of going on strike is not made by  
23 an anonymous rumor-tweet by @NevadaDaze or @SnarkyGenerally (whomever they  
24 may be), or by off-hand comments at a press event, or by public comment at a trustees’  
25 meeting, or by a single individual’s response to a superintendent’s mass email  
26 message. Unions operate by vote of their membership. Here, no proposal for a strike  
27 has been laid before the membership. No strike vote has been taken. Not a single step  
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1 has been taken by any union officer or member that would lead this Court to take the  
2 drastic step of ruling that in the absence of an injunction a strike is imminent and  
3 will take place. The District is not just premature in its lawsuit, it is flatly wrong  
4 about the reality on the ground.

5 The District cannot make the requisite showing supporting an injunction  
6 request at the very first hurdle, and the Motion should be promptly denied.

7 **2. Redress for unlawful strike activity**

8 Supporting the notion that any conceivable injunction under NRS 288.705  
9 should be both incredibly rare and grounded in the specific showing of an immediately  
10 imminent unlawful strike are the text of the statutes and the very harsh penalties in  
11 law for commencing such a strike.

12 The texts of NRS 288.705 and the succeeding penalty statutes indicate that  
13 the primary concern of the State is for strikes that *actually occur*, rather than those  
14 that are merely threatened in some manner. This makes sense; the Court can easily  
15 discern if a strike has commenced, versus a situation in which a plaintiff like the  
16 District is simply alleging one has been sufficiently threatened, whether any evidence  
17 for exists for its imminence or not. In the event of the commencement of an unlawful  
18 strike, the governmental employer “*shall*” apply to the courts for the appropriate  
19 injunction. In the event of a “threatened” strike, the employer “*may*” so apply. NRS  
20 288.705(1). In other words, a merely-threatened strike calls for a judgment by the  
21 employer regarding whether it is a bona fide threat, and whether it merits a lawsuit—  
22 a step that itself should be considered a very serious one. This statute is an invitation  
23 to be rational; it is not a call to go charging into court every time someone mentions  
24 the word “strike.” The District fails this reasonableness test, and its litigation  
25 judgment is not serious.

26 The penalties for unlawful strikes are steep: \$50,000 per day for the  
27 organization, \$1,000 a day against officers and employees of the unions, and the  
28

1 potential for dismissal or other sanction by the court and the employer. These are  
2 deterrents already in law, and the harshness of those penalties argues for hesitation  
3 and restraint on the part of courts in ordering pre-strike injunctions. Only when the  
4 fact of a strike is upon an employer should this power be exercised. Here, no strike is  
5 imminent, and there is no need for an injunction.

6 **3. An obey-the-law injunction is not available**

7 Often, parties whom are made aware of the weakness of their injunction  
8 request, will fall back upon a request for a status-quo injunction, also known as an  
9 “obey the law” injunction. The District, in fact, already pleads that to the Court,  
10 stating that an injunction here “would only be mandating [CCEA] to comply with the  
11 law.” Motion, at 14. But those sorts of requests are wholly improper, and Nevada  
12 courts will not grant “obey the law” injunctions.

13 “A preliminary injunction is available when the moving party can demonstrate  
14 that the nonmoving party’s conduct, **if allowed to continue**, will cause irreparable  
15 harm for which compensatory relief is inadequate and that the moving party has a  
16 reasonable likelihood of success on the merits.” *Finkel v. Cashman Professional, Inc.*,  
17 128 Nev. 68, 72, 270 P.3d 1259 (2012) (emphasis supplied). There must be conduct  
18 that, if unchecked, will cause harm—what conduct has the District alleged here that  
19 is currently causing irreparable harm? Speech the District does not like?  
20 Theoretically, the very things the District alleges are strike threats could continue  
21 indefinitely, and as long as no strike *will occur*, this Court will not employ its  
22 injunctive powers against it.

23 For injunctive relief to be granted, the harmful conduct must be identified with  
24 specificity, and it must be clear that *if the conduct is allowed to continue*, irreparable  
25 harm will result. An injunction may not issue “upon the bare possibility of an injury,  
26 or upon any unsubstantial or unreasonable apprehension of it.” *Sherman v. Clark*, 4  
27 Nev. 138 (1868). *See also Guerrero v. Gates*, 110 F. Supp. 2d 1287, 1291 (C.D. Cal.

1 2000) (finding injunctive relief is “unavailable where the plaintiffs claim of future  
2 injury is merely speculative”); *Goldie’s Bookstore, Inc. v. Superior Court*, 739 F.2d  
3 466, 472 (9th Cir. 1984) (“Speculative injury, however, does not constitute irreparable  
4 injury”). The District’s perceived harm here is entirely speculative.

5 Courts everywhere refuse to enforce ‘obey the law’ injunctions. *See Banaszak*  
6 *v. CitiMortgage, Inc.*, No. 13-CV-13710, 2014 WL 4489497, at \*8 (E.D. Mich. Sept. 10,  
7 2014) (“courts have repeatedly held that injunctions that simply require a defendant  
8 to ‘obey the law,’ such as the one requested by Banaszak, are impermissible.”); *S.E.C.*  
9 *v. Smyth*, 420 F.3d 1225, 1233 n. 14 (11th Cir. 2005) (“This Circuit has held repeatedly  
10 that ‘obey the law’ injunctions are unenforceable.”); *Vallario v. Vandehey*, 554 F.3d  
11 1259, 1268 (10th Cir. 2009) (“Injunctions simply requiring a defendant ‘to obey the  
12 law’ are generally ‘too vague’ to satisfy Rule 65(d).”); *S.C. Johnson & Son, Inc. v.*  
13 *Clorox Co.*, 241 F.3d 232, 240 (2d Cir. 2001) (“Under Rule 65(d), an injunction must  
14 be more specific than a simple command that the defendant obey the law.”). Nevada  
15 agrees with the reason courts refuse to enforce obey the law injunctions. *See Las*  
16 *Vegas Novelty, Inc. v. Fernandez*, 106 Nev. 113, 118, 787 P.2d 772, 775 (1990)  
17 (“[U]nder NRCP 65(d), a permanent injunction is void, not merely voidable,  
18 where...the injunction fails to describe the acts to be restrained with adequate  
19 specificity.”).

20 Here, CCEA has done nothing unlawful, and threatens no unlawful act or acts  
21 that will result in irreparable harm. If that changes, the courthouse doors are open.  
22 It would be manifestly unfair and unnecessary to issue an injunction against CCEA  
23 ordering it to obey laws it has not broken and does not appear imminently poised to  
24 break. The request for an obey-the-law injunction is, at bottom, a ploy to get a cheap  
25 win that can be used against the Union in the current negotiations, and the Court  
26 should not permit itself to be used in this fashion.

1           **B.     The Court Has No Evidence That A Strike Will Occur**

2           What are the strike threats that have the District running into court, this  
3 supposed litany of unmistakable plans and actions wherein the Union has “publicly,  
4 indisputably, and flagrantly shown contempt for the law,” and by which “there can  
5 be no doubt that Defendants intend to encourage and facilitate a strike or other work  
6 stoppage...”? Motion, at 2.

7           As it turns out, the list is underwhelming and unpersuasive. It is difficult to  
8 believe, in fact, that the fifth-largest school district in the country has come to court,  
9 against its 20,000-member teachers’ union in the midst of a contentious contract  
10 negotiation, with a pair of anonymous tweets as pillars of its evidentiary  
11 presentation. *See* Complaint, ¶21; Motion, at 7-8. Another piece of the District’s  
12 puzzle is a response by a single, individual teacher to a mass email from  
13 Superintendent Jara, as if a single email responder had authority to call a county-  
14 wide strike. The rest of the quotes are not much more useful to the District’s position,  
15 and certainly do not support the conclusion that “actions amounting to a strike are  
16 imminent.” Complaint, ¶25.

17           But putting the District’s case in its very best light, and assuming that a bona  
18 fide strike threat has been made, NRS 288.705 still requires this Court to make a  
19 finding that a strike “will occur... unless enjoined.” *Id.* Here, not only does the District  
20 fail point to any actual evidence supporting such a finding—no strike vote, no strike  
21 resolution, no conduct supporting strike activity of any kind—its case is undermined  
22 entirely by its own arguments.

23           Multiple times in its filings, it quotes CCEA officials or says outright itself that  
24 any threat of harm is entirely speculative:

25                   “CCEA members planned to meet on July 29, 2023 ‘to determine  
26 what action to take **if there is not a contract in place** before the  
school year starts.” Motion, at 6.

27                   “If we do not have an agreement with the School District by August  
28 26th, **our members will be taking a vote ...**” *Id.*, at 8.

1 “**[I]f there is no contract in** place by August 26th, we will have  
2 another membership meeting ...” *Id.*

3 “**Our outlook is to have a ratification meeting with a new**  
4 **contract on August 26th**, but our membership was clear that if we  
5 don’t, we will engage in our plan of action.” *Id.*

6 Each of these statements, taken directly from the District’s own filings, is clearly  
7 conditional depending upon future events. Rather than indicating decisions made,  
8 they indicate decisions to come. Rather than basing future decisions on conditions  
9 today, they are based on conditions that may emerge later, depending on the status  
10 of contract talks. This is entirely commonplace, and provides no sort of evidence that  
11 a strike *will occur* in the absence of an injunction.

12 In fact, CCEA Executive Director John Vellardita has been very clear in the  
13 next steps in the contract negotiations and member decision-making. On August 2,  
14 at a press conference widely covered, he said:

15 We started negotiations on March 30th, and on June 17th, when we  
16 had a membership meeting, we’re given a direction, **because we are**  
17 **member led and our members make those decisions**, and I  
18 want you to remember because members **will be making a**  
19 **decision** on August 29, but on June 17 our members essentially said  
20 ‘Get a contract. Send a message to the District, we want a contract  
21 before the school year starts.’

22 *See* footnote 2, *supra* (at 6:00 timestamp). Member decision. Get a contract. Send a  
23 message. We want a contract before the school year starts. All of these are the normal,  
24 if pointed, give-and-take of negotiations between a labor union fighting for its  
25 members and an intransigent employer.

26 Vellardita went on to say,

27 And so we essentially said, and our members voted, to say well let’s  
28 make sure we’re at school when school year starts but let’s give the  
29 District until August 26, and **either bring back a contract we can**  
30 **ratify or we’re going to have to make a decision on what**  
31 **course of action we’re going to take**. That was a decision by our  
32 members. And the course of action was framed around do we do work  
33 actions.

34 *Id.* (at 7:25 timestamp).



1 Further,

2 We have two more dates, the 17th and the 18th of August to bargain,  
3 and we should see if that opportunity presents a new agreement or  
4 not. So we took a vote, and the will of our membership was that there  
5 is a meeting on the 29th, **that will either be a meeting ratifying  
6 a contract or there will be a meeting to take a course of action  
7 on work action.**

8 *Id.* (at 14:28 timestamp).

9 The District fixates on the term, “work action,” as if it can only mean a strike.  
10 That is flatly incorrect. Governor Lombardo himself made this distinction expressly  
11 clear in public statements last week: “When pressed if he would support the ‘work  
12 actions’ suggested by the teachers’ union, Lombardo said both that a strike would be  
13 illegal, **but that ‘a work action and strike are two different things.’**”<sup>3</sup> Work-to-  
14 rule is a work action; it is not a strike. Informational picketing is a work action; it is  
15 not a strike. Work actions are time-honored and perfectly acceptable tactics in the  
16 face of the District forcing teachers to work without a new contract while at the same  
17 time dragging out the bargaining process.

18 Here, a work-to-rule action can have multiple meanings. By contract, a Clark  
19 County teacher’s school day is 7 hours and 11 minutes long. *See* Exhibit 2 to the  
20 District’s Motion, at Article 22. But teachers, devoted to their students and famously  
21 willing to spend their own money to outfit classrooms and procure supplies where the  
22 District does not adequately furnish them, often go well beyond that time period,  
23 before and after school, to meet with parents and students or to support extra-  
24 curricular activities. A work-to-rule action in this context would mean the District  
25 gets, every day, exactly what it bargained for and what it pays for: 7 hours and 11  
26 minutes. The District has no claim on work beyond those hours. Work-to-rule is not

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27 <sup>3</sup> Solis, Jacob, et al. “Lombardo rallies support for school choice funding ahead  
28 of vote; defers on Trump,” *The Nevada Independent*, Aug. 4, 2023 (available at  
<https://thenevadaindependent.com/article/lombardo-rallies-support-for-school-choice-funding-ahead-of-vote-defers-on-trump>) (last accessed Aug. 7, 2023).

1 a strike, is not illegal under Nevada law, and furnishes no basis for injunction or  
2 penalty from courts even if it were occurring at this very moment.

3 In contrast to the District's overwrought reaction to handful of irrelevant  
4 statements, the clear meaning of these words by Union leadership is that no decision  
5 on any action by CCEA membership has been taken, and that the membership will  
6 continue to be informed and to make choices regarding the Union's positions and  
7 conduct. Much depends, obviously, on the progress of the bargaining sessions. Is the  
8 District, by way of this lawsuit, telling this Court that there will be no progress  
9 between now and August 29th, or that it intends to stonewall negotiations until the  
10 situation reaches a crisis point? No matter how the Court views any of these  
11 collections of statements, one thing is obvious: there is no strike so imminent as to  
12 require an injunction under NRS 288.705.

13 **C. Courts Do Not Intervene With Injunctions During Contract**  
14 **Negotiations Unless Absolutely Necessary**

15 As noted, there are no Nevada cases interpreting NRS 288.700 *et seq.*, or  
16 confronting the questions now before the Court. But across the nation, courts have  
17 long recognized that judicial restraint is the watchword when it comes to inserting  
18 courts into labor disputes such as these. Unsurprisingly, CCSD does not discuss any  
19 of these contrary authorities in its Motion; it does not provide any case law authority  
20 supporting its requests, either.

21 In *Sch. Dist. for City of Holland, Ottawa & Allegan Ctys. v. Holland Ed. Ass'n*,  
22 380 Mich. 314, 157 N.W.2d 206 (1968), the Michigan Supreme Court reversed a  
23 temporary restraining order stopping teachers from withholding their services. The  
24 court held that the evidence for an impending strike was "meager," just as it is here,  
25 and that a much more significant showing that schools of the district would not open  
26 on time was required in order to "have justified the exercise of the plenary power of  
27 equity by the force of injunction." *Id.*, 326.

1 The New Hampshire Supreme Court in *Timberlane Reg'l Sch. Dist. v.*  
2 *Timberlane Reg'l Ed. Ass'n*, 114 N.H. 245, 251, 317 A.2d 555, 558-59 (1974), in a  
3 teachers' union case, held that

4 The essence of the collective bargaining process is that the employer  
5 and the employees should work together in resolving problems  
6 relating to the employment. The courts should intervene in this  
7 process only where it is evident the parties are incapable of settling  
8 their disputes by negotiation or by alternative methods such as  
9 arbitration and mediation. **Judicial interference at any earlier  
stage could make the courts 'an unwitting third party at the  
bargaining table and a potential coercive force in the  
collective bargaining processes.'**

9 *Id.* (emphasis supplied).

10 In *Menard v. Woonsocket Teachers' Guild-AFT 951*, 363 A.2d 1349, 1353 (RI  
11 1976), the Rhode Island Supreme Court recognized "that the 'give and take' so  
12 necessary to the negotiating process would be seriously eroded if the leverage that a  
13 preliminary injunction would exert upon a teachers' union could be utilized merely  
14 upon a showing that a strike was imminent or even in progress." 363 A.2d at 1353.  
15 The court concluded as follows:

16 [T]here must be a sufficient showing at the hearing that such relief  
17 is necessary. Significant factors, among others, which a trial justice  
18 might consider in determining the propriety of injunctive relief are  
19 **the probability that a successful and timely resolution of  
negotiations can be achieved without judicial intervention;**  
20 the existence of alternate administrative or legislative remedies; and  
21 the likelihood that the public will suffer irreparable harm unless the  
defendants' conduct is enjoined. We would stress that the mere fact  
that the teachers are engaged in an illegal strike does not in and of  
itself warrant the issuance of an injunction ...

22 *Id.* (internal citations omitted). Obviously, the Rhode Island case is situated  
23 differently, but the basis for judicial restraint is persuasive for the case before the  
24 Court here.

25 The persuasive value of these cases is the principle that courts will not insert  
26 themselves into the delicate arena of collective bargaining negotiations until a crisis  
27 is so clear, so imminent, that the public faces certain and irreparable harm. We are  
28

1 nowhere near that stage here, and the District surely has not demonstrated that we  
2 are.

3 **D. Irreparable Harm And Balance Of The Equities**

4 The District fails to show any harm in absence of an injunction at this time.  
5 The District has not established that the Union has engaged in an unlawful strike or  
6 that one will occur. The District claims that a strike will cause a total breakdown in  
7 education and cut short the mandated 180 days of instruction. Motion, at 13. But “a  
8 missed day of public school is... less imminently threatening to the public weal than  
9 a day without fire or police protection.” Susan Frelich Appleton, “Standards for  
10 Enjoining Teacher Strikes: The Irreparable Harm Test and Its Statutory Analogues,”  
11 69 Iowa L. Rev. 853, 871 (1984). It is well-recognized that “judicial intervention in  
12 labor disputes markedly affects the collective bargaining process—with a decided  
13 advantage for management. **A preliminary injunction issued against a strike  
14 may ‘irreparably harm’ the employees’ ability to press their demands by  
15 neutralizing the only real bargaining leverage they have.**” *Id.*, 69 Iowa L. Rev.  
16 at 864 (emphasis supplied). The parties here should bargain on equal footing, with  
17 equal power, and any issuance of an injunction would be detrimental to the collective  
18 bargaining process. Judicial intervention in this labor dispute would make this Court,  
19 effectively, a third party at the bargaining table.

20 **E. The Public Interest**

21 In its Motion, the District claims a sort of monopoly on the public interest. But  
22 the public certainly has an interest in a school system featuring happy and well-paid  
23 teachers in every classroom; resources sufficient to instruct children at every grade  
24 level; and active, even combative, teachers’ unions, whose membership and  
25 leadership will fight to establish and maintain dignified working conditions.  
26 Furthermore, teachers are parents, citizens, and voters as well, and the District’s  
27  
28

1 attempt to set up some opposition between the public at large and the teachers who  
2 instruct our schoolchildren is unfortunate.

3 **III. CONCLUSION**

4 For the reasons described above, Plaintiff's Motion should be denied by this  
5 Court.

6 DATED this 8th day of August, 2023.

7 **WOLF, RIFKIN, SHAPIRO,**  
8 **SCHULMAN & RABKIN, LLP**

9 By: /s/ Bradley S. Schrager

10 BRADLEY S. SCHRAGER, ESQ. (SBN 10217)  
11 DANIEL BRAVO, ESQ. (SBN 13078)  
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16 dbravo@wrslawyers.com  
17 *Attorneys for Defendants*

1 CERTIFICATE OF SERVICE

2 I hereby certify that on this 8th day of August, 2023, a true and correct copy of  
3 **DEFENDANTS’ OPPOSITION TO CLARK COUNTY SCHOOL DISTRICT’S**  
4 **EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND**  
5 **PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME** was served  
6 by electronically filing with the Clerk of the Court using the Odyssey eFileNV system  
7 and serving all parties with an email-address on record, pursuant to Administrative  
8 Order 14-2 and Rule 9 of the N.E.F.C.R.

9  
10 By: /s/ Dannielle Fresquez  
11 Dannielle Fresquez, an Employee of  
12 WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
13 RABKIN, LLP  
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EXHIBIT A

EXHIBIT A

1 OFFICE OF THE GENERAL COUNSEL  
2 CLARK COUNTY SCHOOL DISTRICT  
3 CRYSTAL J. HERRERA, ESQ. (NV Bar No. 12396)  
4 5100 West Sahara Avenue  
5 Las Vegas, Nevada 89146  
6 Phone: (702) 799-5373  
7 [herrec4@nv.ccsd.net](mailto:herrec4@nv.ccsd.net)  
8 *Attorney for Petitioner,*  
9 *Clark County School District*

FILED  
July 31, 2023  
State of Nevada  
E.M.R.B.  
3:57 p.m.

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY SCHOOL DISTRICT,

Petitioner,

v.

CLARK COUNTY EDUCATION  
ASSOCIATION,

Respondent.

CASE NO.: 2023- 020

**CLARK COUNTY SCHOOL  
DISTRICT'S PETITION TO  
WITHDRAW RECOGNITION OF  
CLARK COUNTY EDUCATION  
ASSOCIATION**

CLARK COUNTY SCHOOL DISTRICT, (“the District” or “CCSD”), by and through its counsel of record, Crystal J. Herrera, Esq., Senior Assistant General Counsel for the Clark County School District, and for its petition to withdraw recognition of CLARK COUNTY EDUCATION ASSOCIATION (“CCEA”) pursuant to NRS 288.160, alleges as follows:

**PARTIES**

1. At all material times hereto, Complainant Clark County School District (“District”) was a local government employer within the meaning of NRS 288.060.

2. At all material times hereto, Respondent Clark County Education Association (“CCEA”) was the exclusive bargaining agent for licensed personnel employed by the District, excluding the Superintendent and employees paid on the Unified Administrative Salary Schedule, and claimed to be an employee organization within the meaning of NRS 288.040.

...

...



1 **FACTUAL ALLEGATIONS**

2 1. The District, through its Board of School Trustees, and CCEA have entered into a  
3 written negotiated agreement (“Agreement”).

4 2. The Agreement was effective during the 2021-2022 and 2022-2023 school years,  
5 and the Agreement remains in effect until a successor agreement is negotiated between the parties.

6 3. The Agreement includes a recognition provision under Article 2-2 that states:

7 It is acknowledged and understood by the parties hereto that  
8 recognition was and is granted in accordance with NRS 288.  
9 Recognition is granted only so long as the Association complies  
10 with the provisions of NRS 288, and it may only be withdrawn  
11 during the term of this Agreement in accordance with NRS 288.

12 4. On or about January 9, 2023, John Vellardita, Executive Director of CCEA, sent the  
13 District a letter informing it of CCEA’s intent to bargain a successor to the Agreement.

14 5. The Parties have engaged in five negotiation sessions, the first of which was held on  
15 March 30, 2023.

16 6. Since on or about July 12, 2023, CCEA members planned an “emergency” meeting  
17 for July 29, 2023 “to determine what action to take if there is not a contract in place before the  
18 school year starts.”<sup>1</sup>

19 7. As represented by Vellardita, “we’ve been told and been directed by our  
20 membership that, you know, there’s not going to be a school year without a contract.”<sup>2</sup>

21 8. The Parties met on July 27 and 28, 2023 for bargaining sessions, but were unable to  
22 agree on the terms of a successor agreement.

23 9. CCEA held its proclaimed emergency meeting on July 29, 2023 and held a press  
24 conference thereafter where Vellardita stated:

25 ...

26 <sup>1</sup> <https://www.ktnv.com/news/clark-county-school-district-claims-union-negotiations-will-impact-start-end-times-at-47-schools> (Last visited July 20, 2023).

27 <sup>2</sup> <https://kevinwallradio.com/radio-shows/kmzq-670am-kevin-wall-radio-07-12-2023-hour-1-1/> at  
28 18:10-19:00.

1 So this is where we are at and this is what our membership decided  
2 today. If we do not have an agreement with the School District by  
3 August 26<sup>th</sup>, our organization and our members will be taking a  
4 vote to engage in work actions and those work actions that we will  
5 have to take will not be District-wide, initially; they will be what  
6 we call selective engagement. We will target a Trustee's district at  
7 a time. Evelyn Garcia-Morales', the President of the Trustees,  
8 district could be the first district, where the schools there, where if  
9 we don't have a contract by then, it could very well be that those  
10 schools are the schools that engage in a work action.<sup>3</sup>

11  
12 10. When a reporter asked, "Does work action mean strike?" Vellardita responded,  
13 "We are calling it work action today." CCEA members and officers erupted in laughter, cheered,  
14 and plainly validated a threat to engage in conduct amounting to a strike.<sup>4</sup>

### 15 LEGAL ARGUMENT

16 11. The EMRB has jurisdiction over matters which fall under Chapter 288 of the  
17 Nevada Revised Statutes including NRS 288.160.

18 12. Since 1969, it has been codified as fact that:

19 (a) That the services provided by the State and local government employers are of  
20 such nature that they are not and cannot be duplicated from other sources and are essential to the  
21 health, safety and welfare of the people of the State of Nevada;

22 (b) That the continuity of such services is likewise essential, and their disruption  
23 incompatible with the responsibility of the State to its people; and

24 (c) That every person who enters or remains in the employment of the State or a  
25 local government employer accepts the facts stated in paragraphs (a) and (b) as an essential  
26 condition of the person's employment. NRS 288.700(1).

27 13. Therefore, the Legislature declared it to be the public policy of the State of Nevada  
28 that strikes against the State or any local government employer are illegal. NRS 288.700(2).

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<sup>3</sup> <https://www.fox5vegas.com/2023/07/29/clark-county-education-association-holds-emergency-meeting-contract-negotiations-continue-with-ccsd/> at 21:30-22:31.

<sup>4</sup> *Id.* at 23:53-24:17.

1           14.     Consistently, one of the requirements for an employee organization to apply to a  
2 local government employer for recognition is “a pledge in writing not to strike against the local  
3 government under any circumstances.” NRS 288.160(1)(c).

4           15.     A local government employer cannot “recognize as representative of its employees  
5 any employee organization which has not adopted, in a manner valid under its own rules, the  
6 pledge required by paragraph (c).” NRS 288.160(1).

7           16.     “A local government employer may withdraw recognition from an employee  
8 organization which...disavows its pledge not to strike against the local government employer  
9 under any circumstances...if it first receives the written permission of the Board.” NRS  
10 288.160(3)(b).

11          17.     A strike is defined as any concerted:

12                 1.     Stoppage of work, slowdown or interruption of operations by employees of the  
13 State of Nevada or local government employees;

14                 2.     Absence from work by employees of the State of Nevada or local government  
15 employees upon any pretext or excuse, such as illness, which is not founded in fact; or

16                 3.     Interruption of the operations of the State of Nevada or any local government  
17 employer by any employee organization or labor organization. NRS 288.074.

18          18.     CCEA’s representations since July 12, 2023 demonstrate a flagrant disregard of the  
19 public policy of the State of Nevada prohibiting strikes against the District and its pledge not to  
20 strike.

21          19.     CCEA has affirmed a threat to engage in conduct amounting to a strike through  
22 transparent “work actions” and disavowed its pledge not to strike against the District.

23          20.     In light of CCEA’s actions, the District requests permission to withdraw recognition  
24 of CCEA as the exclusive bargaining agent for licensed personnel under NRS 288.160(3).

25     ...

26     ...

27     ...

28     ...



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 31<sup>st</sup> day of July, 2023, I sent the foregoing **CLARK COUNTY**  
3 **SCHOOL DISTRICT'S PETITION TO WITHDRAW RECOGNITION OF CLARK**  
4 **COUNTY EDUCATION ASSOCIATION** by certified mail addressed as follows:

5 Clark County Education Association  
6 c/o Steven Sorensen, General Counsel  
7 4230 McLeod Drive  
8 Las Vegas, NV 89121

9 Clark County Association of School Administrators  
10 and Professional-technical Employees (CCASAPE)  
11 4055 South Spencer Street, Suite 230  
12 Las Vegas, NV 89119

13 Education Support Employees Association (ESEA)  
14 3511 East Harmon Avenue  
15 Las Vegas, NV 89121

16 Police Administrators Association of the  
17 Clark County School District (PAA)  
18 120 Corporate Park Drive  
19 Henderson, NV 89074

20 Police Officers Association of the  
21 Clark County School District (POA)  
22 145 Panama Street  
23 Henderson, NV 89015

24 /s/ Elsa C. Peña  
25 An employee of the Office of the General  
26 Counsel, Clark County School District  
27  
28