

SENATE BILL NO. 241—SENATOR ROBERSON

MARCH 10, 2015

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to collective bargaining.
(BDR 23-1030)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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

AN ACT relating to collective bargaining; authorizing, under certain circumstances, a local government employer to provide paid leave to an employee for time spent in providing services to an employee organization; reducing the amount of time within which the Local Government Employee-Management Relations Board must conduct a hearing relating to certain complaints; providing that a collective bargaining agreement between a local government employer and a recognized employee organization expires for certain purposes at the end of the term stated in the agreement; excluding certain school administrators from membership in a bargaining unit for the purposes of collective bargaining; revising various provisions relating to negotiations between a school district and an employee organization representing teachers or educational support personnel; providing that certain principals are employed at will; requiring certain postprobationary school administrators to apply for reappointment to their administrative positions; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

- 1 This bill makes various changes relating to collective bargaining. **Section 1** of
- 2 this bill authorizes, under certain circumstances, a local government employer to
- 3 provide leave to an employee for time spent by the employee in performing duties
- 4 or providing services for an employee organization. **Section 1.2** of this bill makes a
- 5 conforming change.



* S B 2 4 1 R 1 *

6 Existing law requires the Local Government Employee-Management Relations
7 Board to conduct a hearing within 180 days after deciding to hear a complaint
8 arising out of the interpretation of, or performance under, the provisions of law
9 relating to collective bargaining. (NRS 288.110) **Section 1.1** of this bill reduces that
10 time to not later than 45 days if a complaint alleges that a local government
11 employer or an employee organization has refused to bargain collectively in good
12 faith unless the parties agree to waive the requirement.

13 **Section 1.3** of this bill is directed to “evergreen” language in a collective
14 bargaining agreement, pursuant to which the agreement remains in effect beyond
15 the end of its stated term until a successor agreement becomes effective.
16 Notwithstanding any such provision, **section 1.3** provides that upon the end of the
17 term stated in a collective bargaining agreement, and until a successor agreement
18 becomes effective, a local government employer shall not, with limited exceptions,
19 increase any compensation or monetary benefits paid to or on behalf of employees
20 in the affected bargaining unit.

21 Existing law generally requires a local government employer to engage in
22 collective bargaining with the recognized employee organization, if any, for each
23 bargaining unit among its employees. (NRS 288.150) Existing law also requires
24 employees in certain supervisory and administrative positions, including certain
25 school administrators, to be members of a different bargaining unit from the
26 employees they supervise and entirely excludes certain other employees from
27 membership in a bargaining unit. (NRS 288.140, 288.170) **Section 1.4** of this bill
28 excludes school administrators whose annual salary, adjusted for inflation, is
29 greater than \$120,000 from membership in a bargaining unit, with the result that
30 such administrators may not engage in collective bargaining with their employer.
31 **Sections 2, 3 and 4** of this bill make conforming changes.

32 Existing law requires an employee organization that desires to negotiate to give
33 written notice of that desire to the local government employer. If the subject of
34 negotiation requires the budgeting of money by the local government employer, the
35 notice must be given by the employee organization on or before February 1. (NRS
36 288.180) **Section 1.5** of this bill provides that if an employee organization
37 represents teachers or educational support personnel and desires to negotiate, it
38 must give written notice on or before January 1.

39 If, after four sessions of negotiation between a school district and an employee
40 organization representing teachers and educational support personnel, the parties
41 fail to reach an agreement, existing law provides that either party may submit the
42 issues to an arbitrator. (NRS 288.217) **Section 1.6** of this bill requires that the
43 parties have eight sessions of negotiation before the issues are submitted to an
44 arbitrator. **Section 1.6** also requires the parties to: (1) select an arbitrator not later
45 than 330 days before the end of the term stated in the existing collective bargaining
46 agreement; and (2) schedule a hearing of not less than 3 consecutive business days.

47 Existing law authorizes any controversy concerning a prohibited practice
48 relating to collective bargaining to be submitted to the Local Government
49 Employee-Management Relations Board. (NRS 288.110, 288.280) **Section 1.7** of
50 this bill requires the Board to conduct a hearing not later than 45 days after the
51 Board decides to hear the complaint unless the parties agree to waive the
52 requirement.

53 **Section 1.9** of this bill provides that during the first 3 years of employment by a
54 school district, a principal is employed at-will. **Section 1.9** also provides that if a
55 principal completes the 3-year probationary period, the principal again becomes an
56 at-will employee if, in 2 consecutive school years: (1) the rating of the school to
57 which the principal is assigned pursuant to the statewide system of accountability
58 for public schools is reduced by one or more levels; and (2) fifty percent or more of
59 the teachers assigned to the school request a transfer to another school. **Section 1.9**
60 further provides that such a principal is subject to immediate dismissal by the board



61 of trustees of the school district on recommendation of the superintendent of the
62 school district.

63 **Section 1.95** of this bill provides that a postprobationary administrator, other
64 than an administrator who is excluded from a bargaining unit or a principal, must
65 apply to the superintendent of the school district for reappointment to his or her
66 administrative position every 5 years.

67 **Sections 3.5-4.8** of this bill make changes to conform with **sections 1.9**
68 **and 1.95.**

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

1 **Section 1.** Chapter 288 of NRS is hereby amended by adding
2 thereto a new section to read as follows:

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

10 **Sec. 1.1.** NRS 288.110 is hereby amended to read as follows:

11 288.110 1. The Board may make rules governing:

- 12 (a) Proceedings before it;
13 (b) Procedures for fact-finding;
14 (c) The recognition of employee organizations; and
15 (d) The determination of bargaining units.

16 2. The Board may hear and determine any complaint arising
17 out of the interpretation of, or performance under, the provisions of
18 this chapter by any local government employer, local government
19 employee or employee organization. ~~It~~ *Except as otherwise*
20 *provided in this subsection and NRS 288.280, the Board shall*
21 *conduct a hearing within 180 days after it decides to hear a*
22 *complaint. If a complaint alleges a violation of paragraph (e) of*
23 *subsection 1 of NRS 288.270 or paragraph (b) of subsection 2 of*
24 *that section, the Board shall conduct a hearing not later than 45*
25 *days after it decides to hear the complaint, unless the parties agree*
26 *to waive this requirement.* The Board, after a hearing, if it finds that
27 the complaint is well taken, may order any person to refrain from
28 the action complained of or to restore to the party aggrieved any
29 benefit of which the party has been deprived by that action. The
30 Board shall issue its decision within 120 days after the hearing on
31 the complaint is completed.

32 3. Any party aggrieved by the failure of any person to obey an
33 order of the Board issued pursuant to subsection 2, or the Board at
34 the request of such a party, may apply to a court of competent



1 jurisdiction for a prohibitory or mandatory injunction to enforce the
2 order.

3 4. The Board may not consider any complaint or appeal filed
4 more than 6 months after the occurrence which is the subject of the
5 complaint or appeal.

6 5. The Board may decide without a hearing a contested matter:

7 (a) In which all of the legal issues have been previously decided
8 by the Board, if it adopts its previous decision or decisions as
9 precedent; or

10 (b) Upon agreement of all the parties.

11 6. The Board may award reasonable costs, which may include
12 attorneys' fees, to the prevailing party.

13 **Sec. 1.2.** NRS 288.150 is hereby amended to read as follows:

14 288.150 1. Except as provided in subsection 4, every local
15 government employer shall negotiate in good faith through one or
16 more representatives of its own choosing concerning the mandatory
17 subjects of bargaining set forth in subsection 2 with the designated
18 representatives of the recognized employee organization, if any, for
19 each appropriate bargaining unit among its employees. If either
20 party so requests, agreements reached must be reduced to writing.

21 2. The scope of mandatory bargaining is limited to:

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

24 (b) Sick leave.

25 (c) Vacation leave.

26 (d) Holidays.

27 (e) Other paid or nonpaid leaves of absence **H** *consistent with*
28 *the provisions of this chapter.*

29 (f) Insurance benefits.

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

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

34 (i) Discharge and disciplinary procedures.

35 (j) Recognition clause.

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

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

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

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



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

4 (p) General savings clauses.

5 (q) Duration of collective bargaining agreements.

6 (r) Safety of the employee.

7 (s) Teacher preparation time.

8 (t) Materials and supplies for classrooms.

9 (u) The policies for the transfer and reassignment of teachers.

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

12 (w) Procedures and requirements for the reopening of collective
13 bargaining agreements that exceed 1 year in duration for additional,
14 further, new or supplementary negotiations during periods of fiscal
15 emergency. The requirements for the reopening of a collective
16 bargaining agreement must include, without limitation, measures of
17 revenue shortfalls or reductions relative to economic indicators such
18 as the Consumer Price Index, as agreed upon by both parties.

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

22 (a) Except as otherwise provided in paragraph (u) of subsection
23 2, the right to hire, direct, assign or transfer an employee, but
24 excluding the right to assign or transfer an employee as a form of
25 discipline.

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

29 (c) The right to determine:

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

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

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

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

37 (d) Safety of the public.

38 4. Notwithstanding the provisions of any collective bargaining
39 agreement negotiated pursuant to this chapter, a local government
40 employer is entitled to take whatever actions may be necessary to
41 carry out its responsibilities in situations of emergency such as a
42 riot, military action, natural disaster or civil disorder. Those actions
43 may include the suspension of any collective bargaining agreement
44 for the duration of the emergency. Any action taken under the



1 provisions of this subsection must not be construed as a failure to
2 negotiate in good faith.

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

8 6. This section does not preclude, but this chapter does not
9 require, the local government employer to negotiate subject matters
10 enumerated in subsection 3 which are outside the scope of
11 mandatory bargaining. The local government employer shall discuss
12 subject matters outside the scope of mandatory bargaining but it is
13 not required to negotiate those matters.

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

16 **Sec. 1.3.** NRS 288.155 is hereby amended to read as follows:

17 288.155 ~~†Agreements entered into between local government
18 employers and employee organizations pursuant to this chapter
19 may†~~

20 ***1. A collective bargaining agreement:***

21 ***(a) May*** extend beyond the term of office of any member or
22 officer of the local government employer.

23 ***(b) Expires for the purposes of this section at the end of the***
24 ***term stated in the agreement, notwithstanding any provision of***
25 ***the agreement that it remain in effect, in whole or in part, after the***
26 ***end of that term until a successor agreement becomes effective.***

27 ***2. Except as otherwise provided in subsection 3 and***
28 ***notwithstanding any provision of the collective bargaining***
29 ***agreement to the contrary, upon the expiration of a collective***
30 ***bargaining agreement, if no successor agreement is effective and***
31 ***until a successor agreement becomes effective, a local government***
32 ***employer shall not pay to or on behalf of any employee in the***
33 ***affected bargaining unit any compensation or monetary benefits***
34 ***in any amount greater than the amount in effect as of the***
35 ***expiration of the collective bargaining agreement.***

36 ***3. The provisions of subsection 2 do not prohibit a local***
37 ***government employer from paying:***

38 ***(a) An increase in compensation or monetary benefits during***
39 ***the first quarter of the next ensuing fiscal year of the local***
40 ***government employer after the expiration of a collective***
41 ***bargaining agreement; or***

42 ***(b) An increase in the employer's portion of the matching***
43 ***contribution rate for employees and employers in accordance with***
44 ***an adjustment in the rate of contributions pursuant to***
45 ***NRS 286.450.***



1 **Sec. 1.4.** NRS 288.170 is hereby amended to read as follows:

2 288.170 1. Each local government employer which has
3 recognized one or more employee organizations shall determine,
4 after consultation with the recognized organization or organizations,
5 which group or groups of its employees constitute an appropriate
6 unit or units for negotiating. The primary criterion for that
7 determination must be the community of interest among the
8 employees concerned.

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

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

38 4. Confidential employees of the local government employer
39 must be excluded from any bargaining unit but are entitled to
40 participate in any plan to provide benefits for a group that is
41 administered by the bargaining unit of which they would otherwise
42 be a member.

43 5. If any employee organization is aggrieved by the
44 determination of a bargaining unit, it may appeal to the Board.
45 Subject to judicial review, the decision of the Board is binding upon



1 the local government employer and employee organizations
2 involved. The Board shall apply the same criterion as specified in
3 subsection 1.

4 6. As used in this section:

5 (a) "Confidential employee" means an employee who is
6 involved in the decisions of management affecting collective
7 bargaining.

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

10 **Sec. 1.5.** NRS 288.180 is hereby amended to read as follows:

11 288.180 1. Whenever an employee organization desires to
12 negotiate concerning any matter which is subject to negotiation
13 pursuant to this chapter, it shall give written notice of that desire to
14 the local government employer. ~~It~~ *Except as otherwise provided*
15 *in this subsection, if* the subject of negotiation requires the
16 budgeting of money by the local government employer, the
17 employee organization shall give notice on or before February 1. *If*
18 *an employee organization representing teachers or educational*
19 *support personnel desires to negotiate concerning any matter*
20 *which is subject to negotiation pursuant to this chapter, it shall*
21 *give the notice required by this subsection on or before January 1.*

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

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

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



1 **Sec. 1.6.** NRS 288.217 is hereby amended to read as follows:

2 288.217 1. The provisions of this section govern negotiations
3 between school districts and employee organizations representing
4 teachers and educational support personnel.

5 2. *Not later than 330 days before the end of the term stated in*
6 *their collective bargaining agreement, the parties shall select an*
7 *arbitrator in the manner provided in subsection 2 of NRS 288.200*
8 *to conduct a hearing in the event that an impasse is declared*
9 *pursuant to subsection 3. The parties and the arbitrator shall*
10 *schedule a hearing of not less than 3 consecutive business days, to*
11 *begin not later than June 10 immediately preceding the end of the*
12 *term stated in the collective bargaining agreement or 60 days*
13 *before the end of that term, whichever is earlier. As a condition of*
14 *his or her selection, the arbitrator must agree to render a decision,*
15 *if the hearing is held, within the time required by subsection 9. If*
16 *the arbitrator fails or refuses to agree to any of the conditions*
17 *stated in this subsection, the parties shall immediately proceed to*
18 *select another arbitrator in the manner provided in subsection 2 of*
19 *NRS 288.200 until an arbitrator is selected who agrees to those*
20 *conditions.*

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

29 ~~3.~~ 4. The arbitrator shall, ~~within 30 days after the arbitrator~~
30 ~~is selected, and after 7 days' written notice is given to the parties,~~
31 *pursuant to subsection 2,* hold a hearing to receive information
32 concerning the dispute. The hearing must be held in the county in
33 which the school district is located and the arbitrator shall arrange
34 for a full and complete record of the hearing.

35 ~~4.~~ 5. The parties to the dispute shall each pay one-half of the
36 costs of the arbitration.

37 ~~5.~~ 6. A determination of the financial ability of a school
38 district must be based on:

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

43 (b) Consideration of funding for the current year being
44 negotiated. If the parties mutually agree to arbitrate a multi-year



1 contract the arbitrator must consider the ability to pay over the life
2 of the contract being negotiated or arbitrated.

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

8 ~~16.1~~ 7. At the recommendation of the arbitrator, the parties
9 may, before the submission of a final offer, enter into negotiations.
10 If the negotiations are begun, the arbitrator may adjourn the hearing
11 for a period of 3 weeks. If an agreement is reached, it must be
12 submitted to the arbitrator, who shall certify it as final and binding.

13 ~~17.1~~ 8. If the parties do not enter into negotiations or do not
14 agree within ~~130.1~~ 7 days after the hearing held pursuant to
15 subsection ~~13.1~~ 4, each of the parties shall submit a single written
16 statement containing its final offer for each of the unresolved issues.

17 ~~18.1~~ 9. The arbitrator shall, within 10 days after the final offers
18 are submitted, render a decision on the basis of the criteria set forth
19 in NRS 288.200. The arbitrator shall accept one of the written
20 statements and shall report the decision to the parties. The decision
21 of the arbitrator is final and binding on the parties. Any award of the
22 arbitrator is retroactive to the expiration date of the last contract
23 between the parties.

24 ~~19.1~~ 10. The decision of the arbitrator must include a
25 statement:

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

28 (b) Specifying the arbitrator's estimate of the total cost of the
29 award.

30 ~~110.1~~ 11. Within 45 days after the receipt of the decision from
31 the arbitrator, the board of trustees of the school district shall hold a
32 public meeting in accordance with the provisions of chapter 241 of
33 NRS. The meeting must include a discussion of:

34 (a) The issues submitted pursuant to subsection ~~12.1~~ 3;

35 (b) The statement of the arbitrator pursuant to subsection ~~19.1~~
36 10; and

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

39 ↪ The arbitrator must not be asked to discuss the decision during
40 the meeting.

41 ~~111.1~~ 12. The superintendent of the school district shall report
42 to the board of trustees the fiscal impact of the decision. The report
43 must include, without limitation, an analysis of the impact of the
44 decision on compensation and reimbursement, funding, benefits,



1 hours, working conditions or other terms and conditions of
2 employment.

3 ~~H2~~ 13. As used in this section:

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

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

10 **Sec. 1.7.** NRS 288.280 is hereby amended to read as follows:

11 288.280 Any controversy concerning prohibited practices may
12 be submitted to the Board in the same manner and with the same
13 effect as provided in NRS 288.110, except that an alleged failure to
14 provide information as provided by NRS 288.180 ~~shall~~ *must* be
15 heard and determined by the Board as soon as possible after the
16 complaint is filed with the Board ~~and, in any case, not later than~~
17 *45 days after the Board decides to hear the complaint, unless the*
18 *parties agree to waive this requirement.*

19 **Sec. 1.8.** Chapter 391 of NRS is hereby amended by adding
20 thereto the provisions set forth as sections 1.9 and 1.95 of this act.

21 **Sec. 1.9. 1.** *During the first 3 years of his or her*
22 *employment by a school district in the position of principal, a*
23 *principal is employed at-will in that position. A principal who is*
24 *reassigned pursuant to this subsection is entitled to a written*
25 *statement of the reason for the reassignment. If the principal was*
26 *previously employed by the school district in another position and*
27 *is reassigned pursuant to this section, the principal is entitled to be*
28 *assigned to his or her former position at the rate of compensation*
29 *provided for that position.*

30 *2. A principal who completes the probationary period*
31 *provided by NRS 391.3197 in the position of principal is again*
32 *employed at-will if, in each of 2 consecutive school years:*

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

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

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



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

5 **Sec. 1.95. 1. Each postprobationary administrator**
6 **employed by a school district, except an administrator excluded**
7 **from any bargaining unit pursuant to NRS 288.170 or a principal,**
8 **must apply to the superintendent for reappointment to his or her**
9 **administrative position every 5 years.**

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

15 **Sec. 2.** NRS 391.166 is hereby amended to read as follows:

16 391.166 1. There is hereby created the Grant Fund for
17 Incentives for Licensed Educational Personnel to be administered by
18 the Department. The Department may accept gifts and grants from
19 any source for deposit in the Grant Fund.

20 2. The board of trustees of each school district shall establish a
21 program of incentive pay for licensed teachers, school
22 psychologists, school librarians, school counselors and
23 administrators employed at the school level which must be designed
24 to attract and retain those employees. The program must be
25 negotiated pursuant to chapter 288 of NRS , *insofar as the*
26 *provisions of that chapter apply to those employees*, and must
27 include, without limitation, the attraction and retention of:

28 (a) Licensed teachers, school psychologists, school librarians,
29 school counselors and administrators employed at the school level
30 who have been employed in that category of position for at least 5
31 years in this State or another state and who are employed in schools
32 which are at-risk, as determined by the Department pursuant to
33 subsection 8; and

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

38 3. A program of incentive pay established by a school district
39 must specify the type of financial incentives offered to the licensed
40 educational personnel. Money available for the program must not be
41 used to negotiate the salaries of individual employees who
42 participate in the program.

43 4. If the board of trustees of a school district wishes to receive
44 a grant of money from the Grant Fund, the board of trustees shall
45 submit to the Department an application on a form prescribed by the



1 Department. The application must include a description of the
2 program of incentive pay established by the school district.

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

8 6. After approval of the list of incentives by the Interim
9 Finance Committee pursuant to subsection 5 and within the limits of
10 money available in the Grant Fund, the Department shall provide
11 grants of money to each school district that submits an application
12 pursuant to subsection 4 based upon the amount of money that is
13 necessary to carry out each program. If an insufficient amount of
14 money is available to pay for each program submitted to the
15 Department, the amount of money available must be distributed pro
16 rata based upon the number of licensed employees who are
17 estimated to be eligible to participate in the program in each school
18 district that submitted an application.

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

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

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

30 (b) The transiency rate of pupils;

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

32 (d) The percentage of pupils who have individualized education
33 programs; and

34 (e) The percentage of pupils who drop out of high school before
35 graduation.

36 9. The board of trustees of each school district that receives a
37 grant of money pursuant to this section shall evaluate the
38 effectiveness of the program for which the grant was awarded. The
39 evaluation must include, without limitation, an evaluation of
40 whether the program is effective in recruiting and retaining the
41 personnel as set forth in subsection 2. On or before December 1 of
42 each year, the board of trustees shall submit a report of its
43 evaluation to the:

44 (a) Governor;

45 (b) State Board;



1 (c) Interim Finance Committee;

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

5 (e) Legislative Committee on Education.

6 **Sec. 3.** NRS 391.168 is hereby amended to read as follows:

7 391.168 1. The board of trustees of each school district shall:

8 (a) Establish a program of performance pay and enhanced
9 compensation for the recruitment and retention of licensed teachers
10 and administrators which must be negotiated pursuant to chapter
11 288 of NRS ~~§~~, *insofar as the provisions of that chapter apply to*
12 *those employees*; and

13 (b) Commencing with the 2015-2016 school year, implement
14 the program established pursuant to paragraph (a).

15 2. The program of performance pay and enhanced
16 compensation established by a school district pursuant to subsection
17 1 must have as its primary focus the improvement in the academic
18 achievement of pupils and must give appropriate consideration to
19 implementation in at-risk schools. In addition, the program may
20 include, without limitation, the following components:

21 (a) Career leadership advancement options to maximize the
22 retention of teachers in the classroom and the retention of
23 administrators;

24 (b) Professional development;

25 (c) Group incentives; and

26 (d) Multiple assessments of individual teachers and
27 administrators, with primary emphasis on individual pupil
28 improvement and growth in academic achievement, including,
29 without limitation, portfolios of instruction, leadership and
30 professional growth, and other appropriate measures of teacher and
31 administrator performance which must be considered.

32 **Sec. 3.3.** NRS 391.311 is hereby amended to read as follows:

33 391.311 As used in NRS 391.311 to 391.3197, inclusive, *and*
34 *sections 1.9 and 1.95 of this act* unless the context otherwise
35 requires:

36 1. “Administrator” means any employee who holds a license as
37 an administrator and who is employed in that capacity by a school
38 district.

39 2. “Board” means the board of trustees of the school district in
40 which a licensed employee affected by NRS 391.311 to 391.3197,
41 inclusive, *and sections 1.9 and 1.95 of this act* is employed.

42 3. “Demotion” means demotion of an administrator to a
43 position of lesser rank, responsibility or pay and does not include
44 transfer or reassignment for purposes of an administrative
45 reorganization.



1 4. "Immorality" means:

2 (a) An act forbidden by NRS 200.366, 200.368, 200.400,
3 200.508, 201.180, 201.190, 201.210, 201.220, 201.230, 201.265,
4 201.540, 201.560, 207.260, 453.316 to 453.336, inclusive, except an
5 act forbidden by NRS 453.337, 453.338, 453.3385 to 453.3405,
6 inclusive, 453.560 or 453.562; or

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

11 5. "Postprobationary employee" means an administrator or a
12 teacher who has completed the probationary period as provided in
13 NRS 391.3197 and has been given notice of reemployment. The
14 term does not include a person who is deemed to be a probationary
15 employee pursuant to NRS 391.3129.

16 6. "Probationary employee" means:

17 (a) An administrator or a teacher who is employed for the period
18 set forth in NRS 391.3197; and

19 (b) A person who is deemed to be a probationary employee
20 pursuant to NRS 391.3129.

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

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

27 **Sec. 3.5.** NRS 391.3115 is hereby amended to read as follows:

28 391.3115 1. The demotion, suspension, dismissal and
29 nonreemployment provisions of NRS 391.311 to 391.3197,
30 inclusive, do not apply to:

31 (a) Substitute teachers; or

32 (b) Adult education teachers.

33 2. The admonition, demotion, suspension, dismissal and
34 nonreemployment provisions of NRS 391.311 to 391.3194,
35 inclusive, do not apply to:

36 (a) A probationary teacher. The policy for evaluations
37 prescribed in NRS 391.3125 and 391.3128 applies to a probationary
38 teacher.

39 (b) A *principal described in subsection 1 of section 1.9 of this*
40 *act with respect to his or her employment as a principal.*

41 (c) *A principal who is employed at-will pursuant to subsection*
42 *2 of section 1.9 of this act.*

43 (d) *An administrator described in subsection 2 of section 1.95*
44 *of this act.*



1 (e) A new employee who is employed as a probationary
2 administrator primarily to provide administrative services at the
3 school level and not primarily to provide direct instructional
4 services to pupils, regardless of whether licensed as a teacher or
5 administrator, including, without limitation, a principal and vice
6 principal. ~~The~~
7 *↳ Insofar as it is consistent with the provisions of sections 1.9 and*
8 *1.95 of this act, the policy for evaluations prescribed in NRS*
9 *391.3127 and 391.3128 applies to ~~such a probationary~~ any*
10 *administrator ~~as~~ described in this subsection.*

11 3. The admonition, demotion and suspension provisions of
12 NRS 391.311 to 391.3194, inclusive, do not apply to a
13 postprobationary teacher who is employed as a probationary
14 administrator primarily to provide administrative services at the
15 school level and not primarily to provide direct instructional
16 services to pupils, regardless of whether licensed as a teacher or
17 administrator, including, without limitation, a principal and vice
18 principal, with respect to his or her employment in the
19 administrative position. The policy for evaluations prescribed in
20 NRS 391.3127 and 391.3128 applies to such a probationary
21 administrator.

22 4. The provisions of NRS 391.311 to 391.3194, inclusive, do
23 not apply to a teacher whose employment is suspended or
24 terminated pursuant to subsection 3 of NRS 391.120 or NRS
25 391.3015 for failure to maintain a license in force.

26 5. A licensed employee who is employed in a position fully
27 funded by a federal or private categorical grant or to replace another
28 licensed employee during that employee's leave of absence is
29 employed only for the duration of the grant or leave. Such a licensed
30 employee and licensed employees who are employed on temporary
31 contracts for 90 school days or less, or its equivalent in a school
32 district operating under an alternative schedule authorized pursuant
33 to NRS 388.090, to replace licensed employees whose employment
34 has terminated after the beginning of the school year are entitled to
35 credit for that time in fulfilling any period of probation and during
36 that time the provisions of NRS 391.311 to 391.3197, inclusive, for
37 demotion, suspension or dismissal apply to them.

38 **Sec. 4.** NRS 391.3116 is hereby amended to read as follows:

39 391.3116 Excluding the provisions of NRS 391.3129, *and*
40 *sections 1.9 and 1.95 of this act*, the provisions of NRS 391.311 to
41 391.3197, inclusive, do not apply to a teacher ~~-, administrator, -~~ or
42 other licensed employee who has entered into a contract with the
43 board negotiated pursuant to chapter 288 of NRS if the contract
44 contains separate provisions relating to the board's right to dismiss
45 or refuse to reemploy the employee. ~~for demote an administrator.~~



1 **Sec. 4.2.** NRS 391.3127 is hereby amended to read as follows:

2 391.3127 *Except as otherwise provided in sections 1.9 and*
3 *1.95 of this act:*

4 1. Each board, following consultation with and involvement of
5 elected representatives of administrative personnel or their
6 designated representatives, shall develop an objective policy for the
7 objective evaluation of administrators in narrative form. The policy
8 must provide for the evaluation of those administrators who provide
9 primarily administrative services at the school level and who do not
10 provide primarily direct instructional services to pupils, regardless
11 of whether such an administrator is licensed as a teacher or
12 administrator, including, without limitation, a principal and a vice
13 principal. The policy must comply with the statewide performance
14 evaluation system established by the State Board pursuant to NRS
15 391.465. The policy must set forth a means according to which an
16 administrator's overall performance is determined to be highly
17 effective, effective, minimally effective or ineffective. Except as
18 otherwise provided in subsection 8, the policy must require that
19 pupil achievement data, as prescribed by the State Board pursuant to
20 NRS 391.465, account for at least 50 percent of the evaluation. The
21 policy may include an evaluation by the administrator,
22 superintendent, pupils or other administrators or any combination
23 thereof. A copy of the policy adopted by the board must be filed
24 with the Department and made available to the Commission.

25 2. The person charged with the evaluation of an administrator
26 pursuant to this section shall hold a conference with the
27 administrator before and after each scheduled observation of the
28 administrator during the school year.

29 3. A probationary administrator must be evaluated three times
30 during each school year of his or her probationary employment.
31 Each evaluation must include at least one scheduled observation of
32 the probationary administrator during the school year as follows:

33 (a) The first scheduled observation must occur within 40 days
34 after the first day of instruction of the school year;

35 (b) The second scheduled observation must occur after 40 days
36 but within 80 days after the first day of instruction of the school
37 year; and

38 (c) The third scheduled observation must occur after 80 days but
39 within 120 days after the first day of instruction of the school year.

40 4. If a postprobationary administrator receives an evaluation
41 designating his or her overall performance as minimally effective or
42 ineffective, the postprobationary administrator must be evaluated
43 three times in the immediately succeeding school year in accordance
44 with the observation schedule set forth in subsection 3. If a
45 postprobationary administrator is evaluated three times in a school



1 year and he or she receives an evaluation designating his or her
2 overall performance as minimally effective or ineffective on the first
3 or second evaluation, or both evaluations, the postprobationary
4 administrator may request that the third evaluation be conducted by
5 another administrator. If a postprobationary administrator requests
6 that his or her third evaluation be conducted by another
7 administrator, that administrator must be:

8 (a) Employed by the school district or, if the school district has
9 five or fewer administrators, employed by another school district in
10 this State; and

11 (b) Selected by the postprobationary administrator from a list of
12 three candidates submitted by the superintendent.

13 5. If a postprobationary administrator receives an evaluation
14 designating his or her overall performance as effective, the
15 postprobationary administrator must be evaluated one time in the
16 immediately succeeding school year. The evaluation must include at
17 least two scheduled observations as follows:

18 (a) The first scheduled observation must occur within 80 days
19 after the first day of instruction of the school year; and

20 (b) The second scheduled observation must occur after 80 days
21 but within 120 days after the first day of instruction of the school
22 year.

23 6. If a postprobationary administrator receives an evaluation
24 designating his or her overall performance as highly effective, the
25 postprobationary administrator must be evaluated one time in the
26 immediately succeeding school year. The evaluation must include at
27 least one scheduled observation which must occur within 120 days
28 after the first day of instruction of the school year.

29 7. The evaluation of an administrator pursuant to this section
30 must comply with the regulations of the State Board adopted
31 pursuant to NRS 391.465, which must include, without limitation:

32 (a) An evaluation of the instructional leadership practices of the
33 administrator at the school;

34 (b) An evaluation of the professional responsibilities of the
35 administrator to support learning and promote the effectiveness of
36 the school community;

37 (c) Except as otherwise provided in subsection 8, an evaluation
38 of the performance of pupils enrolled in the school;

39 (d) An evaluation of whether the administrator employs
40 practices and strategies to involve and engage the parents and
41 families of pupils enrolled in the school;

42 (e) Recommendations for improvements in the performance of
43 the administrator; and



1 (f) A description of the action that will be taken to assist the
2 administrator in the areas of instructional leadership practice,
3 professional responsibilities and the performance of pupils.

4 8. The evaluation of a probationary administrator in his or her
5 initial year of probationary employment must not include an
6 evaluation of the performance of pupils enrolled in the school. This
7 subsection does not apply to a postprobationary employee who is
8 deemed to be a probationary employee pursuant to NRS 391.3129.

9 9. Each probationary administrator is subject to the provisions
10 of NRS 391.3128 and 391.3197.

11 10. Before a superintendent transfers or assigns an
12 administrator to another administrative position as part of an
13 administrative reorganization, if the transfer or reassignment is to a
14 position of lower rank, responsibility or pay, the superintendent
15 shall give written notice of the proposed transfer or assignment to
16 the administrator at least 30 days before the date on which it is to be
17 effective. The administrator may appeal the decision of the
18 superintendent to the board by requesting a hearing in writing to the
19 president of the board within 5 days after receiving the notice from
20 the superintendent. The board shall hear the matter within 10 days
21 after the president receives the request, and shall render its decision
22 within 5 days after the hearing. The decision of the board is final.

23 **Sec. 4.4.** NRS 391.3129 is hereby amended to read as follows:

24 391.3129 ~~†A†~~ *Except as otherwise provided in section 1.9 of*
25 *this act, a* postprobationary employee who receives an evaluation
26 designating his or her overall performance as:

27 1. If evaluated pursuant to NRS 391.3125 or 391.3127, as
28 applicable:

29 (a) Minimally effective;

30 (b) Ineffective; or

31 (c) Minimally effective during 1 year of the 2-year consecutive
32 period and ineffective during the other year of the period; or

33 2. If evaluated pursuant to any other system of evaluation, any
34 designation which indicates that the overall performance of the
35 employee is below average,

36 ➔ for 2 consecutive school years shall be deemed to be a
37 probationary employee for the purposes of NRS 391.311 to
38 391.3197, inclusive, and must serve an additional probationary
39 period in accordance with the provisions of NRS 391.3197.

40 **Sec. 4.6.** NRS 391.317 is hereby amended to read as follows:

41 391.317 *Except as otherwise provided in sections 1.9 and 1.95*
42 *of this act:*

43 1. At least 15 days before recommending to a board that it
44 demote, dismiss or not reemploy a postprobationary employee, the
45 superintendent shall give written notice to the employee, by



1 registered or certified mail, of the superintendent's intention to
2 make the recommendation.

3 2. The notice must:

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

6 (b) Inform the employee that, if a written request therefor is
7 directed to the superintendent within 10 days after receipt of the
8 notice, the employee is entitled to a hearing before a hearing officer
9 pursuant to NRS 391.315 to 391.3194, inclusive, or if a dismissal of
10 the employee will occur before the completion of the current school
11 year or if the employee is deemed to be a probationary employee
12 pursuant to NRS 391.3129 and dismissal of the employee will occur
13 before the completion of the current school year, the employee may
14 request an expedited hearing pursuant to subsection 3.

15 (c) Refer to chapter 391 of NRS.

16 3. If a postprobationary employee or an employee who is
17 deemed to be a probationary employee pursuant to NRS 391.3129
18 receives notice that he or she will be dismissed before the
19 completion of the current school year, the employee may request an
20 expedited hearing pursuant to the Expedited Labor Arbitration
21 Procedures established by the American Arbitration Association or
22 its successor organization. If the employee elects to proceed under
23 the expedited procedures, the provisions of NRS 391.3161,
24 391.3192 and 391.3193 do not apply.

25 **Sec. 4.8.** NRS 391.3197 is hereby amended to read as follows:

26 391.3197 *Except as otherwise provided in section 1.9 of this*
27 *act:*

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

31 2. The board shall notify each probationary employee in
32 writing on or before May 1 of the first, second and third school
33 years of the employee's probationary period, as appropriate,
34 whether the employee is to be reemployed for the second or third
35 year of the probationary period or for the fourth school year as a
36 postprobationary employee. Failure of the board to notify the
37 probationary employee in writing on or before May 1 in the first or
38 second year of the probationary period does not entitle the employee
39 to postprobationary status. The employee must advise the board in
40 writing on or before May 10 of the first, second or third year of the
41 employee's probationary period, as appropriate, of the employee's
42 acceptance of reemployment. If a probationary employee is assigned
43 to a school that operates all year, the board shall notify the employee
44 in writing, in the first, second and third years of the employee's
45 probationary period, no later than 45 days before his or her last day



1 of work for the year under his or her contract whether the employee
2 is to be reemployed for the second or third year of the probationary
3 period or for the fourth school year as a postprobationary employee.
4 Failure of the board to notify a probationary employee in writing
5 within the prescribed period in the first or second year of the
6 probationary period does not entitle the employee to
7 postprobationary status. The employee must advise the board in
8 writing within 10 days after the date of notification of his or her
9 acceptance or rejection of reemployment for another year. Failure to
10 advise the board of the employee's acceptance of reemployment
11 pursuant to this subsection constitutes rejection of the contract.

12 3. A probationary employee who:

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

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

17 (c) Receives a notice of reemployment from the school district
18 in the third year of the employee's probationary period,
19 ➤ is entitled to be a postprobationary employee in the ensuing year
20 of employment.

21 4. If a probationary employee is notified that the employee will
22 not be reemployed for the school year following the 3-year
23 probationary period, his or her employment ends on the last day of
24 the current school year. The notice that the employee will not be
25 reemployed must include a statement of the reasons for that
26 decision.

27 5. A new employee who is employed as an administrator to
28 provide primarily administrative services at the school level and
29 who does not provide primarily direct instructional services to
30 pupils, regardless of whether the administrator is licensed as a
31 teacher or administrator, including, without limitation, a principal
32 and vice principal, or a postprobationary teacher who is employed as
33 an administrator to provide those administrative services shall be
34 deemed to be a probationary employee for the purposes of this
35 section and must serve a 3-year probationary period as an
36 administrator in accordance with the provisions of this section. If:

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

40 (b) There is a position as a teacher available for the ensuing
41 school year in the school district in which the person is employed,
42 ➤ the board of trustees of the school district shall, on or before
43 May 1, offer the person a contract as a teacher for the ensuing
44 school year. The person may accept the contract in writing on or
45 before May 10. If the person fails to accept the contract as a teacher,



1 the person shall be deemed to have rejected the offer of a contract as
2 a teacher.

3 6. An administrator who has completed his or her probationary
4 period pursuant to subsection 5 and is thereafter promoted to the
5 position of principal must serve an additional probationary period of
6 ~~1-year~~ 2 years in the position of principal. If an administrator is
7 promoted to the position of principal before completion of his or her
8 probationary period pursuant to subsection 5, the administrator must
9 serve the remainder of his or her probationary period pursuant to
10 subsection 5 or an additional probationary period of ~~1-year~~ 2 years
11 in the position of principal, whichever is longer. If the administrator
12 serving the additional probationary period is not reemployed as a
13 principal after the expiration of the probationary period or additional
14 probationary period, as applicable, the board of trustees of the
15 school district in which the person is employed shall, on or before
16 May 1, offer the person a contract for the ensuing school year for
17 the administrative position in which the person attained
18 postprobationary status. The person may accept the contract in
19 writing on or before May 10. If the person fails to accept such a
20 contract, the person shall be deemed to have rejected the offer of
21 employment.

22 7. If a probationary employee receives notice that he or she
23 will be dismissed before the completion of the current school year,
24 the probationary employee may request an expedited hearing
25 pursuant to the Expedited Labor Arbitration Procedures established
26 by the American Arbitration Association or its successor
27 organization.

28 **Sec. 5.** Insofar as they conflict with the provisions of such an
29 agreement, the amendatory provisions of this act do not apply
30 during the current term of any contract of employment or collective
31 bargaining agreement entered into before the effective date of this
32 act, but do apply to any extension or renewal of such an agreement
33 and to any agreement entered into on or after the effective date of
34 this act. For the purposes of this section, the term of an agreement
35 ends on the date provided in the agreement, notwithstanding any
36 provision of the agreement that it remains in effect, in whole or in
37 part, after that date until a successor agreement becomes effective.

38 **Sec. 6.** This act becomes effective upon passage and approval.



