

SENATE BILL NO. 48—COMMITTEE ON GOVERNMENT AFFAIRS

(ON BEHALF OF THE STATE CONTROLLER)

PREFILED NOVEMBER 16, 2016

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to relations between local governments and their employees. (BDR 23-428)

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

~

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

AN ACT relating to relations between local governments and their employees; revising provisions governing the expiration of collective bargaining agreements between local governments and employee organizations; authorizing a local government to choose not to negotiate with an employee organization; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

- 1 Under existing law, a collective bargaining agreement between a local
- 2 government employer and an employee organization expires for certain purposes at
- 3 the end of the term stated in the agreement, notwithstanding any provision of the
- 4 agreement to the contrary. (NRS 288.155) **Section 3** of this bill provides that such
- 5 an agreement expires for all purposes at the end of the stated term.
- 6 Existing law requires a local government employer to begin negotiations with
- 7 an employee organization when notified by the employee organization of the
- 8 organization’s desire to negotiate. (NRS 288.180) **Section 4** of this bill requires a
- 9 local government employer to provide the employee organization with written
- 10 notice of whether the local government employer intends to negotiate with the
- 11 employee organization. If the local government employer notifies the employee
- 12 organization that it does not intend to negotiate, the local government employer
- 13 may prescribe terms and conditions of employment that are otherwise subject to
- 14 mandatory bargaining. If such an employer and the employee organization are
- 15 operating under an existing collective bargaining agreement, **section 1** of this bill
- 16 provides that the terms and conditions become effective upon the expiration of the
- 17 agreement. The local government employer and the employee organization or
- 18 another recognized employee organization may subsequently agree to negotiate a
- 19 collective bargaining agreement in accordance with chapter 288 of NRS.



20 Under **section 4**, if the local government employer provides notice that it
21 intends to negotiate with the employee organization, or fails to provide timely
22 notice that it does not intend to negotiate with the employee organization, the
23 parties must promptly begin negotiating, and the existing provisions of chapter 288
24 of NRS govern the relationship of the parties.

25 The remaining sections of this bill make conforming changes.

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 *1. If a collective bargaining agreement is in effect between a*
4 *local government employer and an employee organization and the*
5 *local government employer gives notice pursuant to NRS 288.180*
6 *that it does not intend to negotiate with the employee organization:*

7 *(a) The collective bargaining agreement remains in effect until*
8 *it expires in accordance with NRS 288.155; and*

9 *(b) Any terms and conditions of employment prescribed by the*
10 *local government employer for the employees governed by*
11 *the collective bargaining agreement become effective upon the*
12 *expiration of the agreement.*

13 *2. A local government employer that gives notice pursuant to*
14 *NRS 288.180 that it does not intend to negotiate with an employee*
15 *organization may at any time thereafter:*

16 *(a) Commence negotiations pursuant to this chapter in*
17 *response to a notice given pursuant to NRS 288.180 by that*
18 *employee organization or another recognized employee*
19 *organization; or*

20 *(b) Give written notice to that employee organization or*
21 *another recognized employee organization of the desire of the*
22 *local government employer to negotiate concerning any matter*
23 *which is subject to negotiation pursuant to this chapter.*

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

25 288.150 1. Except as otherwise provided in subsection 4 and
26 NRS **288.180 and** 354.6241, every local government employer shall
27 negotiate in good faith through one or more representatives of its
28 own choosing concerning the mandatory subjects of bargaining set
29 forth in subsection 2 with the designated representatives of the
30 recognized employee organization, if any, for each appropriate
31 bargaining unit among its employees. If either party so requests,
32 agreements reached must be reduced to writing.

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

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



- 1 (b) Sick leave.
- 2 (c) Vacation leave.
- 3 (d) Holidays.
- 4 (e) Other paid or nonpaid leaves of absence consistent with the
- 5 provisions of this chapter.
- 6 (f) Insurance benefits.
- 7 (g) Total hours of work required of an employee on each
- 8 workday or workweek.
- 9 (h) Total number of days' work required of an employee in a
- 10 work year.
- 11 (i) Except as otherwise provided in subsection 6, discharge and
- 12 disciplinary procedures.
- 13 (j) Recognition clause.
- 14 (k) The method used to classify employees in the bargaining
- 15 unit.
- 16 (l) Deduction of dues for the recognized employee organization.
- 17 (m) Protection of employees in the bargaining unit from
- 18 discrimination because of participation in recognized employee
- 19 organizations consistent with the provisions of this chapter.
- 20 (n) No-strike provisions consistent with the provisions of this
- 21 chapter.
- 22 (o) Grievance and arbitration procedures for resolution of
- 23 disputes relating to interpretation or application of collective
- 24 bargaining agreements.
- 25 (p) General savings clauses.
- 26 (q) Duration of collective bargaining agreements.
- 27 (r) Safety of the employee.
- 28 (s) Teacher preparation time.
- 29 (t) Materials and supplies for classrooms.
- 30 (u) Except as otherwise provided in subsections 7 and 9, the
- 31 policies for the transfer and reassignment of teachers.
- 32 (v) Procedures for reduction in workforce consistent with the
- 33 provisions of this chapter.
- 34 (w) Procedures consistent with the provisions of subsection 4
- 35 for the reopening of collective bargaining agreements for additional,
- 36 further, new or supplementary negotiations during periods of fiscal
- 37 emergency.
- 38 3. Those subject matters which are not within the scope of
- 39 mandatory bargaining and which are reserved to the local
- 40 government employer without negotiation include:
- 41 (a) Except as otherwise provided in paragraph (u) of subsection
- 42 2, the right to hire, direct, assign or transfer an employee, but
- 43 excluding the right to assign or transfer an employee as a form of
- 44 discipline.



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

4 (c) The right to determine:

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

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

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

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

12 (d) Safety of the public.

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

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

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

31 (2) If the local government employer has budgeted an
32 unreserved ending fund balance in its general fund for the current
33 fiscal year in an amount equal to 4 percent or less of the actual
34 expenditures from the general fund for the last preceding fiscal year,
35 and the local government employer has provided a written
36 explanation of the budgeted ending fund balance to the Department
37 of Taxation that includes the reason for the ending fund balance and
38 the manner in which the local government employer plans to
39 increase the ending fund balance.

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



1 ↳ Any action taken under the provisions of this subsection must not
2 be construed as a failure to 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. If the sponsor of a charter school reconstitutes the governing
9 body of a charter school pursuant to NRS 388A.330, the new
10 governing body may terminate the employment of any teachers or
11 other employees of the charter school, and any provision of any
12 agreement negotiated pursuant to this chapter that provides
13 otherwise is unenforceable and void.

14 7. The board of trustees of a school district in which a school is
15 designated as a turnaround school pursuant to NRS 388G.400 or the
16 principal of such a school, as applicable, may take any action
17 authorized pursuant to NRS 388G.400, including, without
18 limitation:

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

20 (b) If the staff member of another public school consents,
21 reassigning that member of the staff of the other public school to
22 such a school.

23 8. Any provision of an agreement negotiated pursuant to this
24 chapter which differs from or conflicts in any way with the
25 provisions of subsection 7 or imposes consequences on the board of
26 trustees of a school district or the principal of a school for taking
27 any action authorized pursuant to subsection 7 is unenforceable and
28 void.

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

34 10. This section does not preclude, but this chapter does not
35 require, the local government employer to negotiate subject matters
36 enumerated in subsection 3 which are outside the scope of
37 mandatory bargaining. The local government employer shall discuss
38 subject matters outside the scope of mandatory bargaining but it is
39 not required to negotiate those matters.

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

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

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

45 288.155 1. A collective bargaining agreement:



1 (a) May extend beyond the term of office of any member or
2 officer of the local government employer.

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

7 2. Except as otherwise provided in subsection 3 and
8 notwithstanding any provision of the collective bargaining
9 agreement to the contrary, upon the expiration of a collective
10 bargaining agreement, if no successor agreement is effective and
11 until a successor agreement becomes effective, a local government
12 employer shall not pay to or on behalf of any employee in the
13 affected bargaining unit any compensation or monetary benefits in
14 any amount greater than the amount in effect as of the expiration of
15 the collective bargaining agreement.

16 3. The provisions of subsection 2 do not prohibit a local
17 government employer from paying:

18 (a) An increase in compensation or monetary benefits during the
19 first quarter of the next ensuing fiscal year of the local government
20 employer after the expiration of a collective bargaining agreement;
21 or

22 (b) An increase in the employer's portion of the matching
23 contribution rate for employees and employers in accordance with
24 an adjustment in the rate of contributions pursuant to NRS 286.450.

25 **Sec. 4.** NRS 288.180 is hereby amended to read as follows:

26 288.180 1. Whenever an employee organization desires to
27 negotiate concerning any matter which is subject to negotiation
28 pursuant to this chapter, it shall give written notice of that desire to
29 the local government employer. Except as otherwise provided in this
30 subsection, if the subject of negotiation requires the budgeting of
31 money by the local government employer, the employee
32 organization shall give notice on or before February 1. If an
33 employee organization representing teachers or educational support
34 personnel desires to negotiate concerning any matter which is
35 subject to negotiation pursuant to this chapter, it shall give the
36 notice required by this subsection on or before January 1.

37 2. Following the notification provided for in subsection 1, the
38 employee organization or the local government employer may
39 request reasonable information concerning any subject matter
40 included in the scope of mandatory bargaining which it deems
41 necessary for and relevant to the negotiations. The information
42 requested must be furnished without unnecessary delay. The
43 information must be accurate, and must be presented in a form
44 responsive to the request and in the format in which the records
45 containing it are ordinarily kept. If the employee organization



1 requests financial information concerning a metropolitan police
2 department, the local government employers which form that
3 department shall furnish the information to the employee
4 organization.

5 3. ~~The~~ *Not later than 15 days after the date of the notice*
6 *provided for in subsection 1, the local government employer shall*
7 *give written notice to the employee organization of whether the*
8 *local government employer intends to negotiate with the employee*
9 *organization pursuant to this chapter.*

10 4. *Notwithstanding any other provision of law requiring or*
11 *referring to negotiations or an agreement negotiated pursuant to*
12 *this chapter, if the local government employer gives notice that it*
13 *does not intend to negotiate with the employee organization, the*
14 *local government employer is not required to negotiate any matter*
15 *with the employee organization and may prescribe terms and*
16 *conditions of employment for the employees represented by the*
17 *employee organization, subject to the provisions of section 1 of*
18 *this act.*

19 5. *If the local government employer gives notice that it*
20 *intends to negotiate with the employee organization or fails to give*
21 *the notice described in subsection 3 within the time required by*
22 *that subsection, the parties shall promptly commence negotiations.*
23 *As the first step, the parties shall discuss the procedures to be*
24 *followed if they are unable to agree on one or more issues.*

25 ~~4~~ 6. This section does not preclude, but this chapter does not
26 require, informal discussion between an employee organization and
27 a local government employer of any matter which is not subject to
28 negotiation or contract under this chapter. Any such informal
29 discussion is exempt from all requirements of notice or time
30 schedule.

31 **Sec. 5.** NRS 288.190 is hereby amended to read as follows:

32 288.190 ~~Except~~ *If a local government employer and an*
33 *employee organization are negotiating pursuant to this chapter,*
34 *and except* in cases to which NRS 288.205 and 288.215 apply:

35 1. Anytime before March 1, the dispute may be submitted to a
36 mediator, if both parties agree. Anytime after March 1, either party
37 involved in negotiations may request a mediator. If the parties do
38 not agree upon a mediator, the Commissioner shall submit to the
39 parties a list of seven potential mediators. The parties shall select
40 their mediator from the list by alternately striking one name until the
41 name of only one mediator remains, who will be the mediator to
42 hear the dispute. The employee organization shall strike the first
43 name.

44 2. If mediation is agreed to or requested pursuant to subsection
45 1, the mediator must be selected at the time the parties agree upon a



1 mediator or, if the parties do not agree upon a mediator, within 5
2 days after the parties receive the list of potential mediators from the
3 Commissioner.

4 3. The mediator shall bring the parties together as soon as
5 possible and, unless otherwise agreed upon by the parties, attempt to
6 settle the dispute within 30 days after being notified of the
7 mediator's selection as mediator. The mediator may establish the
8 times and dates for meetings and compel the parties to attend but
9 has no power to compel the parties to agree.

10 4. The local government employer and employee organization
11 each shall pay one-half of the cost of mediation. Each party shall
12 pay its own costs of preparation and presentation of its case in
13 mediation.

14 5. If the dispute is submitted to a mediator and then submitted
15 to a fact finder, the mediator shall, within 15 days after the last
16 meeting between the parties, give to the Commissioner of the Board
17 a report of the efforts made to settle the dispute.

18 **Sec. 6.** NRS 288.195 is hereby amended to read as follows:

19 288.195 Whenever an employee organization enters into
20 negotiations with a local government employer, pursuant to NRS
21 288.140 to 288.220, inclusive, *and section 1 of this act*, such
22 employee organization may be represented by an attorney licensed
23 to practice law in the State of Nevada.

24 **Sec. 7.** NRS 288.200 is hereby amended to read as follows:

25 288.200 ~~Except~~ *If a local government employer and an*
26 *employee organization are negotiating pursuant to this chapter,*
27 *and except* in cases to which NRS 288.205 and 288.215, or ~~NRS~~
28 288.217 apply:

29 1. If:

30 (a) The parties have failed to reach an agreement after at least
31 six meetings of negotiations; and

32 (b) The parties have participated in mediation and by April 1,
33 have not reached agreement,

34 ➤ either party to the dispute, at any time after April 1, may submit
35 the dispute to an impartial fact finder for the findings and
36 recommendations of the fact finder. The findings and
37 recommendations of the fact finder are not binding on the parties
38 except as provided in subsections 5, 6 and 11. The mediator of a
39 dispute may also be chosen by the parties to serve as the fact finder.

40 2. If the parties are unable to agree on an impartial fact finder
41 or a panel of neutral arbitrators within 5 days, either party may
42 request from the American Arbitration Association or the Federal
43 Mediation and Conciliation Service a list of seven potential fact
44 finders. If the parties are unable to agree upon which arbitration
45 service should be used, the Federal Mediation and Conciliation



1 Service must be used. Within 5 days after receiving a list from the
2 applicable arbitration service, the parties shall select their fact finder
3 from this list by alternately striking one name until the name of only
4 one fact finder remains, who will be the fact finder to hear the
5 dispute in question. The employee organization shall strike the first
6 name.

7 3. The local government employer and employee organization
8 each shall pay one-half of the cost of fact-finding. Each party shall
9 pay its own costs of preparation and presentation of its case in
10 fact-finding.

11 4. A schedule of dates and times for the hearing must be
12 established within 10 days after the selection of the fact finder
13 pursuant to subsection 2, and the fact finder shall report the findings
14 and recommendations of the fact finder to the parties to the dispute
15 within 30 days after the conclusion of the fact-finding hearing.

16 5. The parties to the dispute may agree, before the submission
17 of the dispute to fact-finding, to make the findings and
18 recommendations on all or any specified issues final and binding on
19 the parties.

20 6. If the parties do not agree on whether to make the findings
21 and recommendations of the fact finder final and binding, either
22 party may request the formation of a panel to determine whether the
23 findings and recommendations of a fact finder on all or any
24 specified issues in a particular dispute which are within the scope of
25 subsection 11 are to be final and binding. The determination must be
26 made upon the concurrence of at least two members of the panel and
27 not later than the date which is 30 days after the date on which the
28 matter is submitted to the panel, unless that date is extended by the
29 Commissioner of the Board. Each panel shall, when making its
30 determination, consider whether the parties have bargained in good
31 faith and whether it believes the parties can resolve any remaining
32 issues. Any panel may also consider the actions taken by the parties
33 in response to any previous fact-finding between these parties, the
34 best interests of the State and all its citizens, the potential fiscal
35 effect both within and outside the political subdivision, and any
36 danger to the safety of the people of the State or a political
37 subdivision.

38 7. Except as otherwise provided in subsection 10, any fact
39 finder, whether the fact finder's recommendations are to be binding
40 or not, shall base such recommendations or award on the following
41 criteria:

42 (a) A preliminary determination must be made as to the financial
43 ability of the local government employer based on all existing
44 available revenues as established by the local government employer
45 and within the limitations set forth in NRS 354.6241, with due



1 regard for the obligation of the local government employer to
2 provide facilities and services guaranteeing the health, welfare and
3 safety of the people residing within the political subdivision.

4 (b) Once the fact finder has determined in accordance with
5 paragraph (a) that there is a current financial ability to grant
6 monetary benefits, and subject to the provisions of paragraph (c),
7 the fact finder shall consider, to the extent appropriate,
8 compensation of other government employees, both in and out of
9 the State and use normal criteria for interest disputes regarding the
10 terms and provisions to be included in an agreement in assessing the
11 reasonableness of the position of each party as to each issue in
12 dispute and the fact finder shall consider whether the Board found
13 that either party had bargained in bad faith.

14 (c) A consideration of funding for the current year being
15 negotiated. If the parties mutually agree to arbitrate a multiyear
16 contract, the fact finder must consider the ability to pay over the life
17 of the contract being negotiated or arbitrated.

18 ➤ The fact finder's report must contain the facts upon which the
19 fact finder based the fact finder's determination of financial ability
20 to grant monetary benefits and the fact finder's recommendations or
21 award.

22 8. Within 45 days after the receipt of the report from the fact
23 finder, the governing body of the local government employer shall
24 hold a public meeting in accordance with the provisions of chapter
25 241 of NRS. The meeting must include a discussion of:

26 (a) The issues of the parties submitted pursuant to subsection 3;

27 (b) The report of findings and recommendations of the fact
28 finder; and

29 (c) The overall fiscal impact of the findings and
30 recommendations, which must not include a discussion of the details
31 of the report.

32 ➤ The fact finder must not be asked to discuss the decision during
33 the meeting.

34 9. The chief executive officer of the local government shall
35 report to the local government the fiscal impact of the findings and
36 recommendations. The report must include, without limitation, an
37 analysis of the impact of the findings and recommendations on
38 compensation and reimbursement, funding, benefits, hours, working
39 conditions or other terms and conditions of employment.

40 10. Any sum of money which is maintained in a fund whose
41 balance is required by law to be:

42 (a) Used only for a specific purpose other than the payment of
43 compensation to the bargaining unit affected; or

44 (b) Carried forward to the succeeding fiscal year in any
45 designated amount, to the extent of that amount,



1 ↳ must not be counted in determining the financial ability of a local
2 government employer and must not be used to pay any monetary
3 benefits recommended or awarded by the fact finder.

4 11. The issues which may be included in a panel's order
5 pursuant to subsection 6 are:

6 (a) Those enumerated in subsection 2 of NRS 288.150 as the
7 subjects of mandatory bargaining, unless precluded for that year by
8 an existing collective bargaining agreement between the parties; and

9 (b) Those which an existing collective bargaining agreement
10 between the parties makes subject to negotiation in that year.

11 ↳ This subsection does not preclude the voluntary submission of
12 other issues by the parties-pursuant to subsection 5.

13 **Sec. 8.** NRS 288.215 is hereby amended to read as follows:

14 288.215 1. As used in this section:

15 (a) "Firefighters" means those persons who are salaried
16 employees of a fire prevention or suppression unit organized by a
17 political subdivision of the State and whose principal duties are
18 controlling and extinguishing fires.

19 (b) "Police officers" means those persons who are salaried
20 employees of a police department or other law enforcement agency
21 organized by a political subdivision of the State and whose principal
22 duties are to enforce the law.

23 2. The provisions of this section apply only to firefighters and
24 police officers and their local government employers ~~+~~ *and only if*
25 *a local government employer and an employee organization*
26 *representing firefighters or police officers are negotiating*
27 *pursuant to this chapter.*

28 3. If the parties have not agreed to make the findings and
29 recommendations of the fact finder final and binding upon all issues,
30 and do not otherwise resolve their dispute, they shall, within 10 days
31 after the fact finder's report is submitted, submit the issues
32 remaining in dispute to an arbitrator who must be selected in the
33 manner provided in NRS 288.200 and have the same powers
34 provided for fact finders in NRS 288.210.

35 4. The arbitrator shall, within 10 days after the arbitrator is
36 selected, and after 7 days' written notice is given to the parties, hold
37 a hearing to receive information concerning the dispute. The
38 hearings must be held in the county in which the local government
39 employer is located and the arbitrator shall arrange for a full and
40 complete record of the hearings.

41 5. At the hearing, or at any subsequent time to which the
42 hearing may be adjourned, information may be presented by:

43 (a) The parties to the dispute; or

44 (b) Any interested person.



1 6. The parties to the dispute shall each pay one-half of the costs
2 incurred by the arbitrator.

3 7. A determination of the financial ability of a local
4 government employer must be based on:

5 (a) All existing available revenues as established by the local
6 government employer and within the limitations set forth in NRS
7 354.6241, with due regard for the obligation of the local government
8 employer to provide facilities and services guaranteeing the health,
9 welfare and safety of the people residing within the political
10 subdivision.

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

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

20 8. At the recommendation of the arbitrator, the parties may,
21 before the submission of a final offer, enter into negotiations. If the
22 negotiations are begun, the arbitrator may adjourn the hearings for a
23 period of 3 weeks. An agreement by the parties is final and binding,
24 and upon notification to the arbitrator, the arbitration terminates.

25 9. If the parties do not enter into negotiations or do not agree
26 within 30 days, each of the parties shall submit a single written
27 statement containing its final offer for each of the unresolved issues.

28 10. The arbitrator shall, within 10 days after the final offers are
29 submitted, accept one of the written statements, on the basis of the
30 criteria provided in NRS 288.200, and shall report the decision to
31 the parties. The decision of the arbitrator is final and binding on the
32 parties. Any award of the arbitrator is retroactive to the expiration
33 date of the last contract.

34 11. The decision of the arbitrator must include a statement:

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

37 (b) Specifying the arbitrator's estimate of the total cost of the
38 award.

39 12. Within 45 days after the receipt of the decision from the
40 arbitrator pursuant to subsection 10, the governing body of the local
41 government employer shall hold a public meeting in accordance
42 with the provisions of chapter 241 of NRS. The meeting must
43 include a discussion of:

44 (a) The issues submitted pursuant to subsection 3;



1 (b) The statement of the arbitrator pursuant to subsection 11;
2 and

3 (c) The overall fiscal impact of the decision, which must not
4 include a discussion of the details of the decision.

5 ➔ The arbitrator must not be asked to discuss the decision during
6 the meeting.

7 13. The chief executive officer of the local government shall
8 report to the local government the fiscal impact of the decision. The
9 report must include, without limitation, an analysis of the impact of
10 the decision on compensation and reimbursement, funding, benefits,
11 hours, working conditions or other terms and conditions of
12 employment.

13 **Sec. 9.** NRS 288.217 is hereby amended to read as follows:

14 288.217 1. The provisions of this section govern negotiations
15 between school districts and employee organizations representing
16 teachers and educational support personnel **H if a school district**
17 **and such an employee organization are negotiating pursuant to**
18 **this chapter.**

19 2. Not later than 330 days before the end of the term stated in
20 their collective bargaining agreement, the parties shall select an
21 arbitrator in the manner provided in subsection 2 of NRS 288.200 to
22 conduct a hearing in the event that an impasse is declared pursuant
23 to subsection 3. The parties and the arbitrator shall schedule a
24 hearing of not less than 3 consecutive business days, to begin not
25 later than June 10 immediately preceding the end of the term stated
26 in the collective bargaining agreement or 60 days before the end of
27 that term, whichever is earlier. As a condition of his or her selection,
28 the arbitrator must agree to render a decision, if the hearing is held,
29 within the time required by subsection 9. If the arbitrator fails or
30 refuses to agree to any of the conditions stated in this subsection, the
31 parties shall immediately proceed to select another arbitrator in the
32 manner provided in subsection 2 of NRS 288.200 until an arbitrator
33 is selected who agrees to those conditions.

34 3. If the parties to a negotiation pursuant to this section have
35 failed to reach an agreement after at least eight sessions of
36 negotiation, either party may declare the negotiations to be at an
37 impasse and, after 5 days' written notice is given to the other party,
38 submit the issues remaining in dispute to the arbitrator selected
39 pursuant to subsection 2. The arbitrator has the powers provided for
40 fact finders in NRS 288.210.

41 4. The arbitrator shall, pursuant to subsection 2, hold a hearing
42 to receive information concerning the dispute. The hearing must be
43 held in the county in which the school district is located and the
44 arbitrator shall arrange for a full and complete record of the hearing.



1 5. The parties to the dispute shall each pay one-half of the costs
2 of the arbitration.

3 6. A determination of the financial ability of a school district
4 must be based on:

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

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

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

18 7. At the recommendation of the arbitrator, the parties may,
19 before the submission of a final offer, enter into negotiations. If the
20 negotiations are begun, the arbitrator may adjourn the hearing for a
21 period of 3 weeks. If an agreement is reached, it must be submitted
22 to the arbitrator, who shall certify it as final and binding.

23 8. If the parties do not enter into negotiations or do not agree
24 within 7 days after the hearing held pursuant to subsection 4, each of
25 the parties shall submit a single written statement containing its final
26 offer for each of the unresolved issues.

27 9. The arbitrator shall, within 10 days after the final offers are
28 submitted, render a decision on the basis of the criteria set forth in
29 NRS 288.200. The arbitrator shall accept one of the written
30 statements and shall report the decision to the parties. The decision
31 of the arbitrator is final and binding on the parties. Any award of the
32 arbitrator is retroactive to the expiration date of the last contract
33 between the parties.

34 10. The decision of the arbitrator must include a statement:

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

37 (b) Specifying the arbitrator's estimate of the total cost of the
38 award.

39 11. Within 45 days after the receipt of the decision from the
40 arbitrator, the board of trustees of the school district shall hold a
41 public meeting in accordance with the provisions of chapter 241 of
42 NRS. The meeting must include a discussion of:

43 (a) The issues submitted pursuant to subsection 3;

44 (b) The statement of the arbitrator pursuant to subsection 10;
45 and



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

3 ➔ The arbitrator must not be asked to discuss the decision during
4 the meeting.

5 12. The superintendent of the school district shall report to the
6 board of trustees the fiscal impact of the decision. The report must
7 include, without limitation, an analysis of the impact of the decision
8 on compensation and reimbursement, funding, benefits, hours,
9 working conditions or other terms and conditions of employment.

10 13. As used in this section:

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

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

17 **Sec. 10.** NRS 288.270 is hereby amended to read as follows:

18 288.270 1. It is a prohibited practice for a local government
19 employer or its designated representative willfully to:

20 (a) Interfere, restrain or coerce any employee in the exercise of
21 any right guaranteed under this chapter.

22 (b) Dominate, interfere or assist in the formation or
23 administration of any employee organization.

24 (c) Discriminate in regard to hiring, tenure or any term or
25 condition of employment to encourage or discourage membership in
26 any employee organization.

27 (d) Discharge or otherwise discriminate against any employee
28 because the employee has signed or filed an affidavit, petition or
29 complaint or given any information or testimony under this chapter,
30 or because the employee has formed, joined or chosen to be
31 represented by any employee organization.

32 (e) ~~Refuse~~ *If the local government employer has provided*
33 *notice to an employee organization pursuant to NRS 288.180 that*
34 *it intends to negotiate with the employee organization, refuse*
35 *to bargain collectively in good faith with the exclusive representative*
36 *as required in NRS 288.150. Bargaining collectively includes the*
37 *entire bargaining process, including mediation and fact-finding,*
38 *provided for in this chapter.*

39 (f) Discriminate because of race, color, religion, sex, age,
40 physical or visual handicap, national origin or because of political or
41 personal reasons or affiliations.

42 (g) Fail to provide the information required by NRS 288.180.

43 2. It is a prohibited practice for a local government employee
44 or for an employee organization or its designated agent willfully to:



1 (a) Interfere with, restrain or coerce any employee in the
2 exercise of any right guaranteed under this chapter.

3 (b) ~~Refuse~~ *If a local government employer has provided*
4 *notice to an employee organization pursuant to NRS 288.180 that*
5 *it intends to negotiate with the employee organization, refuse* to
6 bargain collectively in good faith with the local government
7 employer, if it is an exclusive representative, as required in NRS
8 288.150. Bargaining collectively includes the entire bargaining
9 process, including mediation and fact-finding, provided for in this
10 chapter.

11 (c) Discriminate because of race, color, religion, sex, age,
12 physical or visual handicap, national origin or because of political or
13 personal reasons or affiliations.

14 (d) Fail to provide the information required by NRS 288.180.

15 **Sec. 11.** NRS 388.090 is hereby amended to read as follows:

16 388.090 1. Except as otherwise provided in this section,
17 boards of trustees of school districts shall schedule and provide a
18 minimum of 180 days of free school in the districts under their
19 charge.

20 2. Except for an alternative schedule described in subsection 3,
21 the Superintendent of Public Instruction may, upon application by
22 the board of trustees of a school district, authorize the school district
23 to provide a program of instruction based on an alternative schedule
24 if the number of minutes of instruction to be provided is equal to or
25 greater than the number of minutes of instruction that would be
26 provided in a program of instruction consisting of 180 school days.
27 The Superintendent of Public Instruction shall notify the board of
28 trustees of the school district of the approval or denial of the
29 application not later than 30 days after the Superintendent of Public
30 Instruction receives the application. ~~An~~ *Except as otherwise*
31 *provided in NRS 288.180, an* alternative schedule proposed
32 pursuant to this subsection must be developed in accordance with
33 chapter 288 of NRS. If a school district is located in a county whose
34 population is 100,000 or more, the board of trustees of the school
35 district may not submit an application pursuant to this subsection
36 unless the proposed alternative schedule of the school district:

37 (a) Will apply only to a rural portion or a remote portion of the
38 county in which the school district is located, as defined by the State
39 Board pursuant to subsection 6; or

40 (b) Is designed solely for the purpose of providing regular
41 professional development to educational personnel and such
42 professional development is focused on analyzing and discussing
43 measures of the performance of pupils and identifying appropriate
44 instructional strategies to improve the achievement of pupils.



1 3. The Superintendent of Public Instruction may, upon
2 application by the board of trustees of a school district, authorize a
3 reduction of not more than 15 school days in that particular district
4 to establish or maintain an alternative schedule consisting of a 12-
5 month school program if the board of trustees demonstrates that the
6 proposed alternative schedule for the program provides for a number
7 of minutes of instruction that is equal to or greater than that which
8 would be provided under a program consisting of 180 school days.
9 Before authorizing a reduction in the number of required school
10 days pursuant to this subsection, the Superintendent of Public
11 Instruction must find that the proposed alternative schedule will be
12 used to alleviate problems associated with a growth in enrollment or
13 overcrowding.

14 4. The Superintendent of Public Instruction may, upon
15 application by a board of trustees, authorize the addition of minutes
16 of instruction to any scheduled day of free school if days of free
17 school are lost because of any interscholastic activity. Not more than
18 5 days of free school so lost may be rescheduled in this manner. The
19 provisions of this subsection do not apply to an alternative schedule
20 approved pursuant to subsection 2.

21 5. The number of minutes of instruction required for a
22 particular group of pupils in a program of instruction based on an
23 alternative schedule approved pursuant to this section and NRS
24 388.095 and 388.097 must be determined by multiplying the
25 appropriate minimum daily period of instruction established by the
26 State Board by regulation for that particular group of pupils by 180.

27 6. The State Board shall adopt regulations defining a rural
28 portion of a county and a remote portion of a county for the
29 purposes of subsection 2.

30 **Sec. 12.** NRS 388A.535 is hereby amended to read as follows:

31 388A.535 1. Except as otherwise provided in this section, if
32 the written charter of a charter school is revoked or a charter
33 contract is terminated, as applicable, or if a charter school ceases to
34 operate as a charter school, the licensed employees of the charter
35 school must be reassigned to employment within the school district
36 in accordance with ~~the~~ *any* applicable collective bargaining
37 agreement.

38 2. A school district is not required to reassign a licensed
39 employee of a charter school pursuant to this section if the
40 employee:

41 (a) Was not granted a leave of absence by the school district
42 to accept employment at the charter school pursuant to
43 NRS 388A.530;



1 (b) Was granted a leave of absence by the school district and did
2 not submit a written request to return to employment with the school
3 district in accordance with NRS 388A.530; or

4 (c) Does not comply with or is otherwise not eligible to return to
5 employment pursuant to NRS 388A.538, including, without
6 limitation, the refusal of the licensed employee to allow the school
7 district to obtain the employment record of the employee that is
8 maintained by the charter school.

9 **Sec. 13.** NRS 388A.541 is hereby amended to read as follows:

10 388A.541 1. A licensed employee who is on a leave of
11 absence from a school district pursuant to NRS 388A.530:

12 (a) Shall contribute to and be eligible for all benefits for which
13 the employee would otherwise be entitled, including, without
14 limitation, participation in the Public Employees' Retirement
15 System and accrual of time for the purposes of leave and retirement.

16 (b) Continues, while the employee is on leave, to be covered by
17 the collective bargaining agreement of the school district , *if any*,
18 only with respect to any matter relating to his or her status or
19 employment with the district.

20 2. The time during which such an employee is on a leave of
21 absence and employed in a charter school does not count toward the
22 acquisition of permanent status with the school district.

23 3. Upon the return of a teacher to employment in the school
24 district, the teacher is entitled to the same level of retirement, salary
25 and any other benefits to which the teacher would otherwise be
26 entitled if the teacher had not taken a leave of absence to teach in a
27 charter school.

28 4. An employee of a charter school who is not on a leave of
29 absence from a school district is eligible for all benefits for which
30 the employee would be eligible for employment in a public school,
31 including, without limitation, participation in the Public Employees'
32 Retirement System.

33 **Sec. 14.** NRS 388B.420 is hereby amended to read as follows:

34 388B.420 1. Except as otherwise provided in this section, if
35 the contract to operate an achievement charter school is terminated
36 or if an achievement charter school ceases to operate as an
37 achievement charter school or charter school, the licensed
38 employees of the achievement charter school must be reassigned to
39 employment within the school district in accordance with ~~the~~ *any*
40 applicable collective bargaining agreement.

41 2. A school district is not required to reassign a licensed
42 employee of an achievement charter school pursuant to subsection 1
43 if the employee:



1 (a) Was not granted a leave of absence by the school district to
2 accept employment at the achievement charter school pursuant to
3 NRS 388B.400;

4 (b) Was granted a leave of absence by the school district and did
5 not submit a written request to return to employment with the school
6 district in accordance with NRS 388B.400; or

7 (c) Does not comply with or is otherwise not eligible to return to
8 employment pursuant to NRS 388B.430, including, without
9 limitation, the refusal of the licensed employee to allow the school
10 district to obtain the employment record of the employee that is
11 maintained by the achievement charter school.

12 **Sec. 15.** NRS 388B.440 is hereby amended to read as follows:

13 388B.440 1. A licensed employee who is on a leave of
14 absence from a school district pursuant to NRS 388B.400:

15 (a) Shall contribute to and be eligible for all benefits for which
16 the employee would otherwise be entitled, including, without
17 limitation, participation in the Public Employees' Retirement
18 System and accrual of time for the purposes of leave and retirement.

19 (b) Continues, while the employee is on leave, to be covered by
20 the collective bargaining agreement of the school district, *if any*,
21 only with respect to any matter relating to his or her status or
22 employment with the district.

23 2. The time during which such an employee is on a leave of
24 absence and employed in an achievement charter school does not
25 count toward the acquisition of permanent status with the school
26 district.

27 3. Upon the return of a teacher to employment in the school
28 district, the teacher is entitled to the same level of retirement, salary
29 and any other benefits to which the teacher would otherwise be
30 entitled if the teacher had not taken a leave of absence to teach in an
31 achievement charter school.

32 4. An employee of an achievement charter school who is not
33 on a leave of absence from a school district is eligible for all
34 benefits for which the employee would be eligible for employment
35 in a public school, including, without limitation, participation in the
36 Public Employees' Retirement System.

37 **Sec. 16.** NRS 388G.120 is hereby amended to read as follows:

38 388G.120 1. ~~Each~~ *Except as otherwise provided in NRS*
39 *288.180, each* empowerment plan for a school must:

40 (a) Set forth the manner by which the school will be governed;

41 (b) Set forth the proposed budget for the school, including,
42 without limitation, the cost of carrying out the empowerment plan,
43 and the manner by which the money apportioned to the school will
44 be administered;



1 (c) Prescribe the academic plan for the school, including,
2 without limitation, the manner by which courses of study will be
3 provided to the pupils enrolled in the school and any special
4 programs that will be offered for pupils;

5 (d) Prescribe the manner by which the achievement of pupils
6 will be measured and reported for the school, including, without
7 limitation, the results of the pupils on the examinations administered
8 pursuant to NRS 390.105 and, if applicable for the grade levels of
9 the empowerment school, the end-of-course examinations
10 administered pursuant to NRS 390.600 and the college and career
11 readiness assessment administered pursuant to NRS 390.610;

12 (e) Prescribe the manner by which teachers and other licensed
13 educational personnel will be selected and hired for the school,
14 which must be determined and negotiated pursuant to chapter 288 of
15 NRS;

16 (f) Prescribe the manner by which all other staff for the school
17 will be selected and hired, which must be determined and negotiated
18 pursuant to chapter 288 of NRS;

19 (g) Indicate whether the empowerment plan will offer an
20 incentive pay structure for staff and a description of that pay
21 structure, if applicable;

22 (h) Indicate the intended ratio of pupils to teachers at the school,
23 designated by grade level, which must comply with NRS 388.700 or
24 388.720, as applicable;

25 (i) Provide a description of the professional development that
26 will be offered to the teachers and other licensed educational
27 personnel employed at the school;

28 (j) Prescribe the manner by which the empowerment plan will
29 increase the involvement of parents and legal guardians of pupils
30 enrolled in the school;

31 (k) Comply with the plan to improve the achievement of the
32 pupils enrolled in the school prepared pursuant to NRS 385A.650;

33 (l) Address the specific educational needs and concerns of the
34 pupils who are enrolled in the school; and

35 (m) Set forth the calendar and schedule for the school.

36 2. If the empowerment plan includes an incentive pay structure,
37 that pay structure must:

38 (a) Provide an incentive for all staff employed at the school;

39 (b) Set forth the standards that must be achieved by the pupils
40 enrolled in the school and any other measurable objectives that must
41 be met to be eligible for incentive pay; and

42 (c) Be in addition to the salary or hourly rate of pay negotiated
43 pursuant to chapter 288 of NRS that is otherwise payable to the
44 employee.

45 3. An empowerment plan may:



1 (a) Request a waiver from a statute contained in this title or a
2 regulation of the State Board or the Department.

3 (b) Identify the services of the school district which the school
4 wishes to receive, including, without limitation, professional
5 development, transportation, food services and discretionary
6 services. Upon approval of the empowerment plan, the school
7 district may deduct from the total apportionment to the
8 empowerment school the costs of such services.

9 4. For purposes of determining the budget pursuant to
10 paragraph (b) of subsection 1, if a public school which converts to
11 an empowerment school is a:

12 (a) Charter school, the amount of the budget is the amount equal
13 to the apportionments and allowances from the State Distributive
14 School Account pursuant to NRS 387.121 to 387.1245, inclusive,
15 and its proportionate share of any other money available from
16 federal, state or local sources that the school or the pupils enrolled in
17 the school are eligible to receive.

18 (b) Public school, other than a charter school, the empowerment
19 team for the school shall have discretion of 90 percent of the amount
20 of money from the state financial aid and local funds that the school
21 district apportions for the school, without regard to any line-item
22 specifications or specific uses determined advisable by the school
23 district, unless the empowerment team determines that a lesser
24 amount is necessary to carry out the empowerment plan.

25 **Sec. 17.** NRS 391.167 is hereby amended to read as follows:

26 391.167 1. In determining the salary of a licensed teacher
27 who is employed by a school district after the teacher has been
28 employed by another school district in this State, the present
29 employer shall, except as otherwise provided in subsection 3:

30 (a) Give the teacher the same credit for previous teaching
31 service as the teacher was receiving from the teacher's former
32 employer at the end of his or her former employment;

33 (b) Give the teacher credit for the teacher's final year of service
34 with his or her former employer, if credit for that service is not
35 included in credit given pursuant to paragraph (a); and

36 (c) Place the teacher on the schedule of salaries of the school
37 district in a classification that is commensurate with the level of
38 education acquired by the teacher, as set forth in ~~the~~ *any*
39 applicable negotiated agreement with the present employer.

40 2. A school district may give the credit required by subsection
41 1 for previous teaching service earned in another state if the
42 Commission has approved the standards for licensing teachers of
43 that state. The Commission shall adopt regulations that establish the
44 criteria by which the Commission will consider the standards for
45 licensing teachers of other states for the purposes of this subsection.



1 The criteria may include, without limitation, whether the
2 Commission has authorized reciprocal licensure of educational
3 personnel from the state under consideration.

4 3. This section does not:

5 (a) Require a school district to allow a teacher more credit for
6 previous teaching service than the maximum credit for teaching
7 experience provided for in the schedule of salaries established by it
8 for its licensed personnel.

9 (b) Permit a school district to deny a teacher credit for his or her
10 previous teaching service on the ground that the service differs in
11 kind from the teaching experience for which credit is otherwise
12 given by the school district.

13 4. As used in this section, "previous teaching service" means
14 the total of:

15 (a) Any period of teaching service for which a teacher received
16 credit from the teacher's former employer at the beginning of his or
17 her former employment; and

18 (b) The teacher's period of teaching service in his or her former
19 employment.

20 **Sec. 18.** NRS 391.180 is hereby amended to read as follows:

21 391.180 1. As used in this section, "employee" means any
22 employee of a school district or charter school in this State.

23 2. A school month in any public school in this State consists of
24 4 weeks of 5 days each.

25 3. Nothing contained in this section prohibits the payment of
26 employees' compensation in 12 equal monthly payments for 9 or
27 more months' work.

28 4. The per diem deduction from the salary of an employee
29 because of absence from service for reasons other than those
30 specified in this section is that proportion of the yearly salary which
31 is determined by the ratio between the duration of the absence and
32 the total number of contracted workdays in the year.

33 5. Boards of trustees shall either prescribe by regulation or
34 negotiate pursuant to chapter 288 of NRS, with respect to sick
35 leave, accumulation of sick leave, payment for unused sick leave,
36 sabbatical leave, personal leave, professional leave, military leave
37 and such other leave as they determine to be necessary or desirable
38 for employees. In addition, boards of trustees may either prescribe
39 by regulation or negotiate pursuant to chapter 288 of NRS with
40 respect to the payment of unused sick leave to licensed teachers in
41 the form of purchase of service pursuant to subsection 4 of NRS
42 286.300. The amount of service so purchased must not exceed the
43 number of hours of unused sick leave or 1 year, whichever is less.

44 6. The salary of any employee unavoidably absent because of
45 personal illness, accident or motor vehicle crash, or because of



1 serious illness, accident, motor vehicle crash or death in the family,
2 may be paid up to the number of days of sick leave accumulated by
3 the employee. An employee may not be credited with more than 15
4 days of sick leave in any 1 school year. Except as otherwise
5 provided in this subsection, if an employee takes a position with
6 another school district or charter school, all sick leave that the
7 employee has accumulated must be transferred from the employee's
8 former school district or charter school to his or her new school
9 district or charter school. The amount of sick leave so transferred
10 may not exceed the maximum amount of sick leave which may be
11 carried forward from one year to the next according to ~~the~~ any
12 applicable negotiated agreement or the policy of the district or
13 charter school into which the employee transferred. Unless ~~the~~ any
14 applicable negotiated agreement or policy of the employing district
15 or charter school provides otherwise, such an employee:

16 (a) Shall first use the sick leave credited to the employee from
17 the district or charter school into which the employee transferred
18 before using any of the transferred leave; and

19 (b) Is not entitled to compensation for any sick leave transferred
20 pursuant to this subsection.

21 7. Subject to the provisions of subsection 8:

22 (a) If an intermission of less than 6 days is ordered by the board
23 of trustees of a school district or the governing body of a charter
24 school for any good reason, no deduction of salary may be made
25 therefor.

26 (b) If, on account of sickness, epidemic or other emergency in
27 the community, a longer intermission is ordered by the board of
28 trustees of a school district, the governing body of a charter school
29 or a board of health and the intermission or closing does not exceed
30 30 days at any one time, there may be no deduction or
31 discontinuance of salaries.

32 8. If the board of trustees of a school district or the governing
33 body of a charter school orders an extension of the number of days
34 of school to compensate for the days lost as the result of an
35 intermission because of those reasons contained in paragraph (b) of
36 subsection 7, an employee may be required to render his or her
37 services to the school district or charter school during that extended
38 period. If the salary of the employee was continued during the
39 period of intermission as provided in subsection 7, the employee is
40 not entitled to additional compensation for services rendered during
41 the extended period.

42 9. If any subject referred to in this section is included in an
43 agreement or contract negotiated by:

44 (a) The board of trustees of a school district pursuant to chapter
45 288 of NRS; or



- 1 (b) The governing body of a charter school pursuant to NRS
2 388A.533 or 388B.400 to 388B.450, inclusive,
3 ➔ the provisions of the agreement or contract regarding that subject
4 supersede any conflicting provisions of this section or of a
5 regulation of the board of trustees.
- 6 **Sec. 19.** The amendatory provisions of this act apply only to:
7 1. A collective bargaining agreement negotiated pursuant to
8 chapter 288 of NRS that is entered into or renewed on or after the
9 effective date of this act; and
10 2. The parties to such an agreement.
- 11 **Sec. 20.** This act becomes effective upon passage and
12 approval.

③



* S B 4 8 *