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S.B. 153

SENATE BILL NO. 153—SENATOR PARKS

FEBRUARY 13, 2019

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to collective bargaining.
(BDR 23-405)

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

Legislative Counsel's Digest:

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

12 Existing law authorizes any controversy concerning a prohibited practice
13 relating to collective bargaining to be submitted to the Local Government
14 Employee-Management Relations Board. Existing law also provides that if the



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15 controversy involves an alleged failure to provide certain required information
16 relating to the collective bargaining, the Board must conduct a hearing as soon as
17 possible after the complaint is filed and, in any case, not later than 45 days after the
18 Board decides to hear the complaint, unless the parties agree to waive the
19 requirement. (NRS 288.280) **Section 7** of this bill removes the provision which
20 requires the Board to conduct such a hearing not later than 45 days after the Board
21 decides to hear the complaint.

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

30 Existing law: (1) generally requires a local government employer to engage in
31 collective bargaining with the recognized employee organization, if any, for each
32 bargaining unit among its employees; and (2) excludes from membership in a
33 bargaining unit, any school administrator above the rank of principal, thus
34 prohibiting such a school administrator from engaging in collective bargaining with
35 their employer. (NRS 288.170) **Section 4** of this bill removes this prohibition and
36 instead requires employees in certain supervisory and administrative positions,
37 including certain school administrators, to be members of a different bargaining
38 unit from the employees they supervise.

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

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

60 **Section 20** of this bill repeals provisions: (1) authorizing, under certain
61 circumstances, a local government employer to provide leave to an employee for
62 time spent by the employee in performing duties or providing services for an
63 employee organization; (2) concerning the at-will status of a principal during
64 certain periods of employment by a school district and the principal, under certain
65 circumstances, being subject to immediate dismissal by the board of trustees of the
66 school district; and (3) requiring certain postprobationary school administrators to
67 apply to the superintendent of the school district for reappointment to his or her
68 administrative position every 5 years.



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

1 **Section 1.** NRS 288.110 is hereby amended to read as follows:

2 288.110 1. The Board may make rules governing:

- 3 (a) Proceedings before it;
- 4 (b) Procedures for fact-finding;
- 5 (c) The recognition of employee organizations; and
- 6 (d) The determination of bargaining units.

7 2. The Board may hear and determine any complaint arising
8 out of the interpretation of, or performance under, the provisions of
9 this chapter by any local government employer, local government
10 employee or employee organization. Except as otherwise provided
11 in ~~[this subsection and]~~ NRS 288.115 , ~~[and 288.280,]~~ the Board
12 shall conduct a hearing within 180 days after it decides to hear a
13 complaint. ~~[If a complaint alleges a violation of paragraph (e) of~~
14 ~~subsection 1 of NRS 288.270 or paragraph (b) of subsection 2 of~~
15 ~~that section, the Board shall conduct a hearing not later than 45 days~~
16 ~~after it decides to hear the complaint, unless the parties agree to~~
17 ~~waive this requirement.]~~ The Board, after a hearing, if it finds that
18 the complaint is well taken, may order any person to refrain from
19 the action complained of or to restore to the party aggrieved any
20 benefit of which the party has been deprived by that action. Except
21 when an expedited hearing is conducted pursuant to NRS 288.115,
22 the Board shall issue its decision within 120 days after the hearing
23 on the complaint is completed.

24 3. Any party aggrieved by the failure of any person to obey an
25 order of the Board issued pursuant to subsection 2, or the Board at
26 the request of such a party, may apply to a court of competent
27 jurisdiction for a prohibitory or mandatory injunction to enforce the
28 order.

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

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

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

36 (b) Upon agreement of all the parties.

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

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

40 288.150 1. Except as otherwise provided in subsection 4 and
41 NRS 354.6241, every local government employer shall negotiate in
42 good faith through one or more representatives of its own choosing



1 concerning the mandatory subjects of bargaining set forth in
2 subsection 2 with the designated representatives of the recognized
3 employee organization, if any, for each appropriate bargaining unit
4 among its employees. If either party so requests, agreements reached
5 must be reduced to writing.

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

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

9 (b) Sick leave.

10 (c) Vacation leave.

11 (d) Holidays.

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

14 (f) Insurance benefits.

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

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

19 (i) Except as otherwise provided in subsections 6 and 10,
20 discharge and disciplinary procedures.

21 (j) Recognition clause.

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

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

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

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

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

33 (p) General savings clauses.

34 (q) Duration of collective bargaining agreements.

35 (r) Safety of the employee.

36 (s) Teacher preparation time.

37 (t) Materials and supplies for classrooms.

38 (u) Except as otherwise provided in subsections 7, 9 and 10, the
39 policies for the transfer and reassignment of teachers.

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

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



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

4 (a) Except as otherwise provided in paragraph (u) of subsection
5 2, the right to hire, direct, assign or transfer an employee, but
6 excluding the right to assign or transfer an employee as a form of
7 discipline.

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

11 (c) The right to determine:

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

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

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

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

19 (d) Safety of the public.

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

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

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

38 (2) If the local government employer has budgeted an
39 unreserved ending fund balance in its general fund for the current
40 fiscal year in an amount equal to 4 percent or less of the actual
41 expenditures from the general fund for the last preceding fiscal year,
42 and the local government employer has provided a written
43 explanation of the budgeted ending fund balance to the Department
44 of Taxation that includes the reason for the ending fund balance and



1 the manner in which the local government employer plans to
2 increase the ending fund balance.

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

8 ↪ Any action taken under the provisions of this subsection must not
9 be construed as a failure to negotiate in good faith.

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

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

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

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

27 (b) If the staff member of another public school consents,
28 reassigning that member of the staff of the other public school to
29 such a school.

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

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

41 10. The board of trustees of a school district or the governing
42 body of a charter school or university school for profoundly gifted
43 pupils may use a substantiated report of the abuse or neglect of a
44 child or a violation of NRS 201.540, 201.560, 392.4633 or 394.366
45 obtained from the Statewide Central Registry for the Collection of



1 Information Concerning the Abuse or Neglect of a Child established
2 by NRS 432.100 or an equivalent registry maintained by a
3 governmental agency in another jurisdiction for the purposes
4 authorized by NRS 388A.515, 388C.200, 391.033, 391.104 or
5 391.281, as applicable. Such purposes may include, without
6 limitation, making a determination concerning the assignment,
7 discipline or termination of an employee. Any provision of any
8 agreement negotiated pursuant to this chapter which conflicts with
9 the provisions of this subsection is unenforceable and void.

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

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

18 13. As used in this section:

19 (a) "Abuse or neglect of a child" has the meaning ascribed to it
20 in NRS 392.281.

21 (b) "Achievement charter school" has the meaning ascribed to it
22 in NRS 385.007.

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

24 288.155 ~~1. — A collective bargaining agreement:~~

25 ~~— (a) May} Agreements entered into between local government~~
26 ~~employers and employee organizations pursuant to this chapter~~
27 ~~may extend beyond the term of office of any member or officer of~~
28 ~~the local government employer.~~

29 ~~[(b) Expires for the purposes of this section at the end of the~~
30 ~~term stated in the agreement, notwithstanding any provision of the~~
31 ~~agreement that it remain in effect, in whole or in part, after the end~~
32 ~~of that term until a successor agreement becomes effective.~~

33 ~~— 2. Except as otherwise provided in subsection 3 and~~
34 ~~notwithstanding any provision of the collective bargaining~~
35 ~~agreement to the contrary, upon the expiration of a collective~~
36 ~~bargaining agreement, if no successor agreement is effective and~~
37 ~~until a successor agreement becomes effective, a local government~~
38 ~~employer shall not pay to or on behalf of any employee in the~~
39 ~~affected bargaining unit any compensation or monetary benefits in~~
40 ~~any amount greater than the amount in effect as of the expiration of~~
41 ~~the collective bargaining agreement.~~

42 ~~— 3. The provisions of subsection 2 do not prohibit a local~~
43 ~~government employer from paying:~~

44 ~~— (a) An increase in compensation or monetary benefits during the~~
45 ~~first quarter of the next ensuing fiscal year of the local government~~



1 ~~employer after the expiration of a collective bargaining agreement;~~
2 ~~or~~

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

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

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

14 2. A ~~[school district administrator above the rank of principal,~~
15 ~~including without limitation, a superintendent, associate~~
16 ~~superintendent, assistant superintendent or any school district~~
17 ~~administrator designated as a chief or assistant chief or any central~~
18 ~~office administrator irrespective of position title who supervises~~
19 ~~school principals, must be excluded from any bargaining unit.]~~
20 *principal, assistant principal or other school administrator below*
21 *the rank of superintendent, associate superintendent or assistant*
22 *superintendent shall not be a member of the same bargaining unit*
23 *with public school teachers unless the school district employs*
24 *fewer than five principals but may join with other officials of the*
25 *same specified ranks to negotiate as a separate bargaining unit.*

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

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

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



1 involved. The Board shall apply the same criterion as specified in
2 subsection 1.

3 6. As used in this section:

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

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

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

10 288.180 1. Whenever an employee organization desires to
11 negotiate concerning any matter which is subject to negotiation
12 pursuant to this chapter, it shall give written notice of that desire to
13 the local government employer. ~~[Except as otherwise provided in~~
14 ~~this subsection, if]~~ *If* the subject of negotiation requires the
15 budgeting of money by the local government employer, the
16 employee organization shall give notice on or before February 1. ~~[If~~
17 ~~an employee organization representing teachers or educational~~
18 ~~support personnel desires to negotiate concerning any matter which~~
19 ~~is subject to negotiation pursuant to this chapter, it shall give the~~
20 ~~notice required by this subsection on or before January 1.]~~

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

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

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



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

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

28 ~~[4.]~~ 3. The arbitrator shall, ~~[pursuant to subsection 2,]~~ **within**
29 **30 days after the arbitrator is selected, and after 7 days' written**
30 **notice is given to the parties,** hold a hearing to receive information
31 concerning the dispute. The hearing must be held in the county in
32 which the school district is located and the arbitrator shall arrange
33 for a full and complete record of the hearing.

34 ~~[5.]~~ 4. The parties to the dispute shall each pay one-half of the
35 costs of the arbitration.

36 ~~[6.]~~ 5. A determination of the financial ability of a school
37 district must be based on:

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

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



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

6 ~~[7.]~~ 6. At the recommendation of the arbitrator, the parties
7 may, before the submission of a final offer, enter into negotiations.
8 If the negotiations are begun, the arbitrator may adjourn the hearing
9 for a period of 3 weeks. If an agreement is reached, it must be
10 submitted to the arbitrator, who shall certify it as final and binding.

11 ~~[8.]~~ 7. If the parties do not enter into negotiations or do not
12 agree within ~~[7]~~ 30 days after the hearing held pursuant to
13 subsection ~~[4.]~~ 3, each of the parties shall submit a single written
14 statement containing its final offer for each of the unresolved issues.

15 ~~[9.]~~ 8. The arbitrator shall, within 10 days after the final offers
16 are submitted, render a decision on the basis of the criteria set forth
17 in NRS 288.200. The arbitrator shall accept one of the written
18 statements and shall report the decision to the parties. The decision
19 of the arbitrator is final and binding on the parties. Any award of the
20 arbitrator is retroactive to the expiration date of the last contract
21 between the parties.

22 ~~[10.]~~ 9. The decision of the arbitrator must include a
23 statement:

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

26 (b) Specifying the arbitrator's estimate of the total cost of the
27 award.

28 ~~[11.]~~ 10. Within 45 days after the receipt of the decision from
29 the arbitrator, the board of trustees of the school district shall hold a
30 public meeting in accordance with the provisions of chapter 241 of
31 NRS. The meeting must include a discussion of:

32 (a) The issues submitted pursuant to subsection ~~[3.]~~ 2;

33 (b) The statement of the arbitrator pursuant to subsection ~~[10.]~~
34 9; and

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

37 ↪ The arbitrator must not be asked to discuss the decision during
38 the meeting.

39 ~~[12.]~~ 11. The superintendent of the school district shall report
40 to the board of trustees the fiscal impact of the decision. The report
41 must include, without limitation, an analysis of the impact of the
42 decision on compensation and reimbursement, funding, benefits,
43 hours, working conditions or other terms and conditions of
44 employment.

45 ~~[13.]~~ 12. As used in this section:



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

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

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

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

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

17 388A.533 1. All employees of a charter school shall be
18 deemed public employees.

19 2. Except as otherwise provided in NRS 388A.5342, the
20 governing body of a charter school may make all decisions
21 concerning the terms and conditions of employment with the charter
22 school and any other matter relating to employment with the charter
23 school. In addition, the governing body may make all employment
24 decisions with regard to its employees pursuant to NRS 391.650 to
25 ~~[391.830,]~~ 391.826, inclusive, unless a collective bargaining
26 agreement entered into by the governing body pursuant to chapter
27 288 of NRS contains separate provisions relating to the discipline of
28 licensed employees of a school.

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

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

39 388B.410 1. All employees of an achievement charter school
40 shall be deemed public employees and are not employees of the
41 Department.

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



1 (a) All decisions concerning the terms and conditions of
2 employment with the achievement charter school and any other
3 matter relating to employment with the achievement charter school;
4 and

5 (b) All employment decisions with regard to the employees of
6 the achievement charter school pursuant to NRS 391.650 to
7 ~~391.830,~~ 391.826, inclusive.

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

17 **Sec. 10.** NRS 391.650 is hereby amended to read as follows:
18 391.650 As used in NRS 391.650 to ~~391.830,~~ 391.826,
19 inclusive, unless the context otherwise requires:

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

23 2. "Board" means the board of trustees of the school district in
24 which a licensed employee affected by NRS 391.650 to ~~391.830,~~
25 391.826, inclusive, is employed.

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

30 4. "Immorality" means:

31 (a) An act forbidden by NRS 200.366, 200.368, 200.400,
32 200.508, 201.180, 201.190, 201.210, 201.220, 201.230, 201.265,
33 201.540, 201.560, 207.260, 453.316 to 453.336, inclusive, except an
34 act forbidden by NRS 453.337, 453.338, 453.3385 to 453.3405,
35 inclusive, 453.560 or 453.562; or

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

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

45 6. "Probationary employee" means:



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

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

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

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

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

12 391.655 1. The demotion, suspension, dismissal and
13 nonreemployment provisions of NRS 391.650 to ~~[391.830,]~~
14 **391.826**, inclusive, do not apply to:

15 (a) Substitute teachers; or

16 (b) Adult education teachers.

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

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

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

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

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

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

34 ~~[↪ Insofar as it is consistent with the provisions of NRS 391.825
35 and 391.830, the] **The** policy for evaluations prescribed in NRS
36 391.700 and 391.725 applies to ~~[any]~~ **such a probationary**
37 administrator. ~~[described in this subsection.]~~~~

38 3. The admonition, demotion and suspension provisions of
39 NRS 391.650 to 391.800, inclusive, do not apply to a
40 postprobationary teacher who is employed as a probationary
41 administrator primarily to provide administrative services at the
42 school level and not primarily to provide direct instructional
43 services to pupils, regardless of whether licensed as a teacher or
44 administrator, including, without limitation, a principal and vice
45 principal, with respect to his or her employment in the



1 administrative position. The policy for evaluations prescribed in
2 NRS 391.700 and 391.725 applies to such a probationary
3 administrator.

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

8 5. A licensed employee who is employed in a position fully
9 funded by a federal or private categorical grant or to replace another
10 licensed employee during that employee's leave of absence is
11 employed only for the duration of the grant or leave. Such a licensed
12 employee and licensed employees who are employed on temporary
13 contracts for 90 school days or less, or its equivalent in a school
14 district operating under an alternative schedule authorized pursuant
15 to NRS 388.090, to replace licensed employees whose employment
16 has terminated after the beginning of the school year are entitled to
17 credit for that time in fulfilling any period of probation and during
18 that time the provisions of NRS 391.650 to ~~391.830,]~~ **391.826,**
19 inclusive, for demotion, suspension or dismissal apply to them.

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

21 391.660 Excluding the provisions of NRS 391.730, ~~391.825~~
22 ~~and 391.830,]~~ the provisions of NRS 391.650 to ~~391.830,]~~ **391.826,**
23 inclusive, do not apply to a teacher, **administrator** or other licensed
24 employee who has entered into a contract with the board negotiated
25 pursuant to chapter 288 of NRS if the contract contains separate
26 provisions relating to the board's right to dismiss or refuse to
27 reemploy the employee ~~]~~ **or demote an administrator.**

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

29 391.700 ~~]~~ ~~Except as otherwise provided in NRS 391.825 and~~
30 ~~391.830,]~~

31 1. Each board, following consultation with and involvement of
32 elected representatives of administrative personnel or their
33 designated representatives, shall develop an objective policy for the
34 objective evaluation of administrators in narrative form. The policy
35 must provide for the evaluation of those administrators who provide
36 primarily administrative services at the school level and who do not
37 provide primarily direct instructional services to pupils, regardless
38 of whether such an administrator is licensed as a teacher or
39 administrator, including, without limitation, a principal and a vice
40 principal. The policy must also provide for the evaluation of those
41 administrators at the district level who provide direct supervision of
42 the principal of a school. The policy must comply with the statewide
43 performance evaluation system established by the State Board
44 pursuant to NRS 391.465. The policy may include an evaluation by
45 the administrator, superintendent, pupils or other administrators or



1 any combination thereof. A copy of the policy adopted by the board
2 must be filed with the Department and made available to the
3 Commission.

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

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

9 391.730 ~~[Except as otherwise provided in NRS 391.825, a]~~ A
10 postprobationary employee who receives an evaluation designating
11 his or her overall performance as:

12 1. Developing;

13 2. Ineffective; or

14 3. Developing during 1 year of the 2-year consecutive period
15 and ineffective during the other year of the period,

16 ↪ for 2 consecutive school years shall be deemed to be a
17 probationary employee for the purposes of NRS 391.650 to
18 ~~[391.830,]~~ 391.826, inclusive, and must serve an additional
19 probationary period in accordance with the provisions of
20 NRS 391.820.

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

22 391.755 1. Whenever an administrator charged with
23 supervision of a licensed employee believes it is necessary to
24 admonish the employee for a reason that the administrator believes
25 may lead to demotion or dismissal or may cause the employee not to
26 be reemployed under the provisions of NRS 391.750, the
27 administrator shall:

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

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

39 ↪ The admonition must include a description of the deficiencies of
40 the employee and the action that is necessary to correct those
41 deficiencies.

42 2. An admonition issued to a licensed employee who, within
43 the time granted for improvement, has met the standards set for the
44 employee by the administrator who issued the admonition must be
45 removed from the records of the employee together with all



1 notations and indications of its having been issued. The admonition
2 must be removed from the records of the employee not later than 3
3 years after it is issued.

4 3. An administrator need not admonish an employee pursuant
5 to paragraph (a) of subsection 1 if the administrator has been
6 informed by the superintendent that the superintendent intends to
7 recommend the dismissal of the employee to the board in the
8 manner set forth in NRS 391.822, 391.824 and 391.826.

9 4. A licensed employee is subject to immediate dismissal or a
10 refusal to reemploy according to the procedures provided in NRS
11 391.650 to ~~391.830,~~ 391.826, inclusive, without the admonition
12 required by this section, on grounds contained in paragraphs (b), (f),
13 (g), (h), (p), (s), (t) and (u) of subsection 1 of NRS 391.750.

14 **Sec. 16.** NRS 391.775 is hereby amended to read as follows:
15 391.775 ~~[Except as otherwise provided in NRS 391.825 and~~
16 ~~391.830.]~~

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

22 2. The notice must:

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

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

34 (c) Refer to chapter 391 of NRS.

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



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

2 391.820 ~~[Except as otherwise provided in NRS 391.825:]~~

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

6 2. The board shall notify each probationary employee in
7 writing during the first, second and third school years of the
8 employee's probationary period whether the employee is to be
9 reemployed for the second or third year of the probationary period
10 or for the fourth school year as a postprobationary employee. Such
11 notice must be provided:

12 (a) On or before May 1; or

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

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

19 4. The employee must advise the board in writing during the
20 first, second or third year of the employee's probationary period of
21 the employee's acceptance of reemployment. Such notice must be
22 provided:

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

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

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

42 6. A probationary employee who:



- 1 (a) Completes a 3-year probationary period;
- 2 (b) Receives a designation of “highly effective” or “effective”
- 3 on each of his or her performance evaluations for 2 consecutive
- 4 school years; and
- 5 (c) Receives a notice of reemployment from the school district
- 6 in the third year of the employee’s probationary period,
- 7 ➔ is entitled to be a postprobationary employee in the ensuing year
- 8 of employment.

9 7. If a probationary employee is notified that the employee will
10 not be reemployed for the school year following the 3-year
11 probationary period, his or her employment ends on the last day of
12 the current school year. The notice that the employee will not be
13 reemployed must include a statement of the reasons for that
14 decision.

15 8. A new employee who is employed as an administrator to
16 provide primarily administrative services at the school level and
17 who does not provide primarily direct instructional services to
18 pupils, regardless of whether the administrator is licensed as a
19 teacher or administrator, including, without limitation, a principal
20 and vice principal, or a postprobationary teacher who is employed as
21 an administrator to provide those administrative services shall be
22 deemed to be a probationary employee for the purposes of this
23 section and must serve a 3-year probationary period as an
24 administrator in accordance with the provisions of this section. If:

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

28 (b) There is a position as a teacher available for the ensuing
29 school year in the school district in which the person is employed,
30 ➔ the board of trustees of the school district shall, on or before
31 May 1 or May 15, as applicable, offer the person a contract as a
32 teacher for the ensuing school year. The person may accept the
33 contract in writing on or before May 10 or May 25, as applicable. If
34 the person fails to accept the contract as a teacher, the person shall
35 be deemed to have rejected the offer of a contract as a teacher.

36 9. An administrator who has completed his or her probationary
37 period pursuant to subsection 8 and is thereafter promoted to the
38 position of principal must serve an additional probationary period of
39 ~~[2 years]~~ **1 year** in the position of principal. If an administrator is
40 promoted to the position of principal before completion of his or her
41 probationary period pursuant to subsection 8, the administrator must
42 serve the remainder of his or her probationary period pursuant to
43 subsection 8 or an additional probationary period of ~~[2 years]~~ **1 year**
44 in the position of principal, whichever is longer. If the administrator
45 serving the additional probationary period is not reemployed as a



1 principal after the expiration of the probationary period or additional
2 probationary period, as applicable, the board of trustees of the
3 school district in which the person is employed shall, on or before
4 May 1 or May 15, as applicable, offer the person a contract for the
5 ensuing school year for the administrative position in which
6 the person attained postprobationary status. The person may accept
7 the contract in writing on or before May 10 or May 25, as
8 applicable. If the person fails to accept such a contract, the person
9 shall be deemed to have rejected the offer of employment.

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

11 391A.400 1. There is hereby created the Grant Fund for
12 Incentives for Licensed Educational Personnel to be administered by
13 the Department. The Department may accept gifts and grants from
14 any source for deposit in the Grant Fund.

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

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

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

33 3. A program of incentive pay established by a school district
34 must specify the type of financial incentives offered to the licensed
35 educational personnel. Money available for the program must not be
36 used to negotiate the salaries of individual employees who
37 participate in the program.

38 4. If the board of trustees of a school district wishes to receive
39 a grant of money from the Grant Fund, the board of trustees shall
40 submit to the Department an application on a form prescribed by the
41 Department. The application must include a description of the
42 program of incentive pay established by the school district.

43 5. The Superintendent of Public Instruction shall compile a list
44 of the financial incentives recommended by each school district that
45 submitted an application. On or before December 1 of each year, the



1 Superintendent shall submit the list to the Interim Finance
2 Committee for its approval of the recommended incentives.

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

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

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

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

25 (b) The transiency rate of pupils;

26 (c) The percentage of pupils who are English learners;

27 (d) The percentage of pupils who have individualized education
28 programs; and

29 (e) The percentage of pupils who drop out of high school before
30 graduation.

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

39 (a) Governor;

40 (b) State Board;

41 (c) Interim Finance Committee;

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

45 (e) Legislative Committee on Education.



1 **Sec. 19.** Insofar as they conflict with the provisions of such an
2 agreement, the amendatory provisions of this act do not apply
3 during the current term of any collective bargaining agreement
4 entered into before the effective date of this act, but do apply to any
5 extension or renewal of such an agreement and to any collective
6 bargaining agreement entered into on or after the effective date of
7 this act. For the purposes of this section, the term of a collective
8 bargaining agreement ends on the date provided in the agreement,
9 notwithstanding any provision of the agreement that it remains in
10 effect, in whole or in part, after that date until a successor agreement
11 becomes effective.

12 **Sec. 20.** NRS 288.225, 391.825 and 391.830 are hereby
13 repealed.

14 **Sec. 21.** This act becomes effective upon passage and
15 approval.

TEXT OF REPEALED SECTIONS

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

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

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

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



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

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

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

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

391.830 Reappointment of certain postprobationary administrators.

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

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

