

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 79208

Nevada State Education Association; National Education Association; Ruben
Murillo, Jr.; Robert Benson; Diane Di Archangel; and Jason Wysocki,
Appellants,

Electronically Filed
Feb 03 2020 01:58 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

v.

Clark County Education Association; John Vellardita; and Victoria Courtney,
Respondents.

Appeal from Final Judgment and Dissolution of Injunction
District Court Case No. A-17-761884-C
Eighth Judicial District Court of Nevada

APPELLANTS' APPENDIX VOLUME VII

Robert Alexander (pro hac vice)
Matthew Clash-Drexler (pro hac vice)
Georgina Yeomans (pro hac vice)
Bredhoff & Kaiser PLLC
805 15th St. NW, Suite 1000
Washington, D.C. 20005
(202) 842-2600
ralexander@bredhoff.com
mcdrexler@bredhoff.com
gyeomans@bredhoff.com

Debbie Leonard (#8260)
Leonard Law, PC
955 S. Virginia St., Suite 220
Reno, Nevada 89502
(775) 964-4656
debbie@leonardlawpc.com

CHRONOLOGICAL INDEX TO APPELLANTS' APPENDIX

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Docket, Case No. A-17-761364-C	I	0001 – 0011
	Docket Case No. A-17-761884-C	I	0012 – 0020
9/12/2017	Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0021 – 0031
9/19/2017	Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0032 – 0042
9/21/2017	Summons for Clark County Education Association in Case No. A-17-761884-C	I	0043 – 0047
9/21/2017	Summons for Clark County School District in Case No. A-17-761884-C	I	0048 – 0052
9/21/2017	Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	I	0053 – 0071
9/21/2017	Summons for John Vellardita in Case No. A-17-761884-C	I	0072 – 0076
9/21/2017	Summons for Victoria Courtney Case No. A-17-761884-C	I	0077 – 0081
10/26/2017	Second Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0082 – 0092
10/30/2017	Answer to Complaint (including Motion to Dismiss) in Case No. A-17-761884-C	I	0093 – 0126

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
11/6/2017	Affidavit of Service re Clark County Education Association in Case No. A-17-761884-C	I	0127
11/6/2017	Affidavit of Service re Clark County School District in Case No. A-17-761884-C	I	0128
11/6/2017	Affidavit of Service re John Vellardita in Case No. A-17-761884-C	I	0129
12/5/2017	Affidavit of Service re Victoria Courtney in Case No. A-17-761884-C	I	0130
2/21/2018	Defendants' Answer to the Second Amended Complaint in Case No. A-17-761364-C	I	0131 – 0140
2/27/2018	Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17- 761884-C	I	0141 – 0175
3/16/2018	Defendants – Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Answer to Amended Complaint for Declaratory and Injunctive Relief and Counterclaim in Case No. A-17-761884-C	II	0176 – 0218
3/21/2018	Defendants – Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Answer to Amended Complaint for Declaratory and Injunctive Relief and *Amended* Counterclaim in Case No. A-17-761884-C	II	0219 – 0261
4/3/2018	Defendants-Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's	II	0262 – 0293

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Motion for Injunction and attached Vellardita Declaration in Case No. A-17-761884-C		
4/4/2018	Scheduling Order in Case No. A-17-761884-C	II	0294 – 0296
4/9/2018	Plaintiffs-Counterclaim Defendants Reply/Answer to Amended Counterclaim in Case No. A-17-761884-C	II	0297 – 0326
4/19/2018	Order Setting Civil Non-Jury Trial, Pre-Trial Conference Calendar Call, and Status Check in Case No. A-17-761884-C	II	0327 – 0330
5/2/2018	Hearing Transcript, Hearing on Defendants’ Motion to Dismiss; Motion for Preliminary Injunction; Show Cause Hearing in Case No. A-17-761884-C (04/23/2018)	III	0331 – 0508
5/11/2018	Notice of Entry of Order and Order Denying CCEA Parties’ Motion for Preliminary Injunction in Case No. A-17-761884-C	III	0509 – 0513
5/11/2018	Notice of Entry of Order and Order re Writ of Attachment in Case No. A-17-761884-C	III	0514 – 0520
6/6/2018	Second Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	III	0521 – 0557

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
6/18/2018	Exhibit 8 to CCEA Parties' Motion for Partial Summary Judgment in Case No. A-17-761364-C ¹	III	0558 – 0560
6/18/2018	Hearing Transcript, Defendants – Counter Plaintiffs CCEA Parties' Motion for Injunction in Case No. A-17-761884-C (05/01/2018)	III	0561 – 0573
7/10/2018	Defendant – Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courney's Answer to Second Amended Complaint for Declaratory and Injunctive Relief and Second Amended Counterclaim in Consolidated Case	IV	0574 – 0611
7/20/2018	Declaration of Brian Lee in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment and Exhibits A, and E through H	IV	0613 – 0642
7/20/2018	Declaration of Ruben Murillo in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment and Exhibit A	IV	0643 – 0650
9/05/2018	Scheduling Order	IV	0651 – 0653
10/11/2018	Order Setting Bench Trial, Calendar Call	IV	0654 – 0659

¹ Where Appellants have included select exhibits to a document filed in the district court, the document's cover page with the file stamp is included as well.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
11/9/2018	Affidavit of Brian Lee in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment	IV	0660 – 0664
11/9/2018	Affidavit of Henry Pines in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment and Exhibits B, D, F, H, I, and J ²	V	0665 – 0837 (Portions Under Seal)
12/3/2018	Hearing Transcript, All Pending Motions (11/15/18)	VI	0838 – 0953
12/5/2018	Notice of Entry of Order and Order Denying in Part, and Granting in Part, CCEA Parties' Partial Motion to Dismiss Second Amended Complaint of the NSEA Parties	VI	0954 – 0961
12/05/2018	Notice of Entry of Order and Order Granting NSEA Parties' Motion to Dismiss CCEA Parties' Second Amended Counterclaim	VI	0962 – 0967
12/12/2018	CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion and Exhibits 8 and 9	VI	0968 – 1010
12/12/2018	Affidavit of John Vellardita in Support of CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment	VI	1011 – 1017

² Because Exhibits D and J were marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
12/20/2018	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Partial Summary Judgment	VI	1018 – 1029
1/23/2019	Declaration of Robert Benson in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment	VI	1030 – 1033
01/23/2019	Declaration of Diane DiArchangel in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits 4A, 4B, and 4C	VI	1034 – 1051
1/23/2019	Declaration of Brian Lee in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment and Exhibits A, B, and D through H	VII	1052 – 1122
1/23/2019	Declaration of Brian Lee in Opposition to CCEA Parties' Countermotion for Partial Summary Judgment and Exhibit A	VII	1123 – 1130
1/23/2019	Declaration of Henry Pines in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits A through E, L and M ³	VII	1131 – 1183 (Portions Under Seal)
1/23/2019	Declaration of James P Testerman in Support of Plaintiffs' Motion for Partial Summary Judgment and	VII	1185 – 1221

³ Because Exhibit M was marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Opposition to CCEA's Countermotion and Exhibit A		
1/23/2019	Declaration of Jason Wyckoff in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits 3A, 3B and 3D	VII	1222 – 1236
4/4/2019	CCEA Parties' Reply in Support of Motion for Partial Summary Judgment and Exhibits 16, 17, and 20 through 22	VII	1237 – 1288
5/23/2019	Hearing Transcript, Motion for Reconsideration, Motion for Partial Summary Judgment, Motion to Amend Complaint, Opposition and Countermotion, Motion for Partial Summary Judgment (05/09/2019)	VIII	1289 – 1529
6/28/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part NSEA Parties' Motion for Partial Reconsideration of the December 20, 2018 Findings of Fact, Conclusions of Law, and Order	IX	1530 – 1539
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order	IX	1540 – 1550
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting the Clark County Education Association Parties' Motion for	IX	1551 – 1569

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Partial Summary Judgment and Denying the Nevada State Education Association Parties' Motions for Partial Summary Judgment		
7/15/2019	Notice of Appeal	IX	1570 – 1573
10/17/2019	Notice of Entry of Order on Findings of Fact, Conclusions of Law, and Order Granting NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal	IX	1574 – 1583

ALPHABETICAL INDEX TO APPELLANTS' APPENDIX

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
11/9/2018	Affidavit of Brian Lee in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment	IV	0660 – 0664
11/9/2018	Affidavit of Henry Pines in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment and Exhibits B, D, F, H, I, and J ¹	V	0665 – 0837 (Portions Under Seal)
12/12/2018	Affidavit of John Vellardita in Support of CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment	VI	1011 – 1017
11/6/2017	Affidavit of Service re Clark County Education Association in Case No. A-17-761884-C	I	0127
11/6/2017	Affidavit of Service re Clark County School District in Case No. A-17-761884-C	I	0128
11/6/2017	Affidavit of Service re John Vellardita in Case No. A-17-761884-C	I	0129
12/5/2017	Affidavit of Service re Victoria Courtney in Case No. A-17-761884-C	I	0130
9/19/2017	Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0032 – 0042

¹ Because Exhibits D and J were marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
2/27/2018	Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17- 761884-C	I	0141 – 0175
10/30/2017	Answer to Complaint (including Motion to Dismiss) in Case No. A-17-761884-C	I	0093 – 0126
12/12/2018	CCEA Parties’ Opposition to NSEA Parties’ Motion for Partial Summary Judgment and Countermotion and Exhibits 8 and 9	VI	0968 – 1010
4/4/2019	CCEA Parties’ Reply in Support of Motion for Partial Summary Judgment and Exhibits 16, 17, and 20 through 22	VII	1237 – 1288
9/12/2017	Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0021 – 0031
9/21/2017	Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	I	0053 – 0071
1/23/2019	Declaration of Brian Lee in Opposition to CCEA Parties’ Countermotion for Partial Summary Judgment and Exhibit A	VII	1123 – 1130
1/23/2019	Declaration of Brian Lee in Support of NSEA and NEA Plaintiffs’ Motion for Partial Summary Judgment and Exhibits A, B, and D through H	VII	1052 – 1122
7/20/2018	Declaration of Brian Lee in Support of NSEA Defendants’ Opposition to Plaintiffs’ Motion for Partial	IV	0613 – 0642

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Summary Judgment and Exhibits A, and E through H		
01/23/2019	Declaration of Diane DiArchangel in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits 4A, 4B, and 4C	VI	1034 – 1051
1/23/2019	Declaration of Henry Pines in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits A through E, L and M ²	VII	1131 – 1183 (Portions Under Seal)
1/23/2019	Declaration of James P Testerman in Support of Plaintiffs' Motion for Partial Summary Judgment and Opposition to CCEA's Countermotion and Exhibit A	VII	1185 – 1221
1/23/2019	Declaration of Jason Wyckoff in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits 3A, 3B and 3D	VII	1222 – 1236
1/23/2019	Declaration of Robert Benson in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment	VI	1030 – 1033
7/20/2018	Declaration of Ruben Murillo in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for	IV	0643 – 0650

² Because Exhibit M was marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Partial Summary Judgment and Exhibit A		
7/10/2018	Defendant – Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courney’s Answer to Second Amended Complaint for Declaratory and Injunctive Relief and Second Amended Counterclaim in Consolidated Case	IV	0574 – 0611
3/16/2018	Defendants – Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courtney’s Answer to Amended Complaint for Declaratory and Injunctive Relief and Counterclaim in Case No. A-17-761884-C	II	0176 – 0218
3/21/2018	Defendants – Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courtney’s Answer to Amended Complaint for Declaratory and Injunctive Relief and *Amended* Counterclaim in Case No. A-17-761884-C	II	0219 – 0261
2/21/2018	Defendants’ Answer to the Second Amended Complaint in Case No. A-17-761364-C	I	0131 – 0140
4/3/2018	Defendants-Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courtney’s Motion for Injunction and attached Vellardita Declaration in Case No. A-17-761884-C	II	0262 – 0293
	Docket Case No. A-17-761884-C	I	0012 – 0020

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Docket, Case No. A-17-761364-C	I	0001 – 0011
6/18/2018	Exhibit 8 to CCEA Parties' Motion for Partial Summary Judgment in Case No. A-17-761364-C ³	III	0558 – 0560
12/3/2018	Hearing Transcript, All Pending Motions (11/15/18)	VI	0838 – 0953
6/18/2018	Hearing Transcript, Defendants – Counter Plaintiffs CCEA Parties' Motion for Injunction in Case No. A-17-761884-C (05/01/2018)	III	0561 – 0573
5/2/2018	Hearing Transcript, Hearing on Defendants' Motion to Dismiss; Motion for Preliminary Injunction; Show Cause Hearing in Case No. A-17-761884-C (04/23/2018)	III	0331 – 0508
5/23/2019	Hearing Transcript, Motion for Reconsideration, Motion for Partial Summary Judgment, Motion to Amend Complaint, Opposition and Countermotion, Motion for Partial Summary Judgment (05/09/2019)	VIII	1289 – 1529
7/15/2019	Notice of Appeal	IX	1570 – 1573
12/20/2018	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Partial Summary Judgment	VI	1018 – 1029

³ Where Appellants have included select exhibits to a document filed in the district court, the document's cover page with the file stamp is included as well.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
6/28/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part NSEA Parties' Motion for Partial Reconsideration of the December 20, 2018 Findings of Fact, Conclusions of Law, and Order	IX	1530 – 1539
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order	IX	1540 – 1550
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting the Clark County Education Association Parties' Motion for Partial Summary Judgment and Denying the Nevada State Education Association Parties' Motions for Partial Summary Judgment	IX	1551 – 1569
5/11/2018	Notice of Entry of Order and Order Denying CCEA Parties' Motion for Preliminary Injunction in Case No. A-17-761884-C	III	0509 – 0513
12/5/2018	Notice of Entry of Order and Order Denying in Part, and Granting in Part, CCEA Parties' Partial Motion to Dismiss Second Amended Complaint of the NSEA Parties	VI	0954 – 0961
12/05/2018	Notice of Entry of Order and Order Granting NSEA Parties' Motion to Dismiss CCEA Parties' Second Amended Counterclaim	VI	0962 – 0967

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
5/11/2018	Notice of Entry of Order and Order re Writ of Attachment in Case No. A-17-761884-C	III	0514 – 0520
10/17/2019	Notice of Entry of Order on Findings of Fact, Conclusions of Law, and Order Granting NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal	IX	1574 – 1583
10/11/2018	Order Setting Bench Trial, Calendar Call	IV	0654 – 0659
4/19/2018	Order Setting Civil Non-Jury Trial, Pre-Trial Conference Calendar Call, and Status Check in Case No. A-17-761884-C	II	0327 – 0330
4/9/2018	Plaintiffs-Counterclaim Defendants Reply/Answer to Amended Counterclaim in Case No. A-17-761884-C	II	0297 – 0326
9/05/2018	Scheduling Order	IV	0651 – 0653
4/4/2018	Scheduling Order in Case No. A-17-761884-C	II	0294 – 0296
10/26/2017	Second Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0082 – 0092
6/6/2018	Second Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	III	0521 – 0557
9/21/2017	Summons for Clark County Education Association in Case No. A-17-761884-C	I	0043 – 0047

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
9/21/2017	Summons for Clark County School District in Case No. A-17-761884-C	I	0048 – 0052
9/21/2017	Summons for John Vellardita in Case No. A-17-761884-C	I	0072 – 0076
9/21/2017	Summons for Victoria Courtney Case No. A-17-761884-C	I	0077 – 0081

AFFIRMATION

Pursuant to NRS 239B.030, the undersigned does hereby affirm that **APPELLANTS' APPENDIX** does not contain the social security number of any person.

Dated this 3rd day of February, 2020.

/s/ Debbie Leonard

Debbie Leonard (Nevada Bar No. 8260)
LEONARD LAW, PC
955 S. Virginia Street, Suite 220
Reno, NV 89502
(775) 964-4656
debbie@leonardlawpc.com

Robert Alexander
Matthew Clash-Drexler
Georgina C. Yeomans
BREDHOFF & KAISER, PLLC
805 15th Street, NW, Suite 1000
Washington DC 20005
(202) 842-2600
ralexander@bredhoff.com
mcdrexler@bredhoff.com
gyeomans@bredhoff.com

Attorneys for NSEA Appellants

CERTIFICATE OF SERVICE

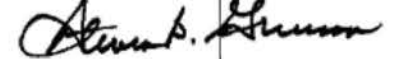
I HEREBY CERTIFY that I am an employee of Leonard Law, PC, and that on February 3, 2020, a copy of the foregoing document was electronically filed with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (E-Flex). Participants in the case who are registered with E-Flex as users will be served by the EFlex system. A flash drive containing Appellants' Appendix was served by first-class mail addressed as follows:

Michael Paretti
Snell & Wilmer, LLP
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

Joel D'Alba
200 West Jackson Blvd., Suite 720
Chicago, Illinois 60606

Kimberly C. Weber
McCracken, Stemerman & Holsberry, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, Nevada 89102

/s/ Tricia Trevino
An employee of Leonard Law, PC



MPSJ

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, AND MARIA NEISESS,

Plaintiffs,

v.

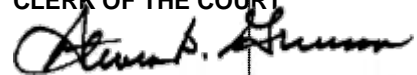
NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, AND
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**NSEA AND NEA PLAINTIFFS' MOTION
FOR PARTIAL SUMMARY JUDGMENT**



DECL

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, and MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**DECLARATION OF BRIAN LEE IN
SUPPORT OF NSEA AND NEA
PLAINTIFFS' MOTION FOR PARTIAL
SUMMARY JUDGMENT**

1 Pursuant to N.R.S. § 53.045, I, Brian Lee, hereby declare as follows:

2 1. I am over the age of eighteen and am competent to testify on the matters set forth
3 herein. I make the statements in this declaration in support of NSEA and NEA Plaintiffs'
4 Motion for Partial Summary Judgment. The statements in this declaration are made on the basis
5 of facts of which I have personal knowledge and on the basis of my review of records kept in the
6 ordinary course of business by Plaintiff Nevada State Education Association ("NSEA").

7 2. I am the Executive Director of NSEA and have held that position since September
8 8, 2015. As Executive Director I have responsibility for directing and supervising the day-to-day
9 activities of the organization, and am familiar with the NSEA financial, membership, and other
10 business records, as well as the NSEA relationships with its current and former affiliates,
11 including Defendant Clark County Education Association ("CCEA") and co-Plaintiff National
12 Education Association ("NEA"). I am also familiar with the proceedings in this litigation and
13 have received documents and correspondence provided in this litigation by counsel for CCEA to
14 Plaintiffs' counsel.

15 **RELATIONSHIP BETWEEN CCEA AND NSEA**

16
17 3. CCEA—which was formerly known as the Clark County Classroom Teachers
18 Association or CCCTA—represents teachers and other school personnel employed by the Clark
19 County School District ("School District" or "CCSD") and has done so while an affiliate of
20 NSEA and NEA since the 1970s.

21 4. Until April 25, 2018, NEA, NSEA and CCEA had unified membership, which
22 meant that, by joining CCEA, a member joined NSEA and NEA as well, becoming a member of
23 all three organizations and obligated to pay membership dues to all three associations. For the
24 2017-2018 membership year, as in prior years, union members were required to pay the unified
25 dues obligation as a condition of continuing membership. The NEA and NSEA portions of the
26 dues paid by members for their continuing union membership belonged and continue to belong
27 to NEA and NSEA, respectively, and CCEA had rights only to the CCEA portion of the
28 membership dues paid by union members.

1 5. CCEA notified NSEA of the CCEA Board of Directors' vote to disaffiliate from
2 NSEA and NEA on April 26, 2018. A true and correct copy of that letter is attached to this
3 declaration as Exhibit A.

4 6. A true and correct copy of the CCEA bylaws, updated April 25, 2017, and
5 provided by CCEA's counsel in relation to this litigation on March 23, 2018, is attached to this
6 declaration as Exhibit B.

7 **CCEA'S FAILURE TO TRANSMIT DUES**

8 7. For decades, CCEA served as the collection agent for NSEA and NEA. The
9 School District deducted the aggregated membership dues owed to CCEA, NSEA, and NEA
10 ("unified member dues") from members' paychecks and transmitted the deducted funds to
11 CCEA. CCEA then transmitted NSEA and NEA dues to NSEA (which in turn transmitted NEA
12 dues to NEA). A true and correct copy of Article 8 (Dues Deduction) of the collective bargaining
13 agreement between the School District and CCEA operative during the 2017-2018 school year is
14 attached as Exhibit C.

15 8. Since 1979 and until August 31, 2017, NSEA and CCEA were parties to a
16 contract, the Dues Transmittal Agreement, pursuant to which NSEA designated CCEA as its
17 collection agent for the purpose, *inter alia*, of collecting and transmitting NSEA and NEA dues
18 to NSEA. I understand from records in this case that the Court found that CCEA terminated the
19 Dues Transmittal Agreement, effective August 31, 2017. CCEA did not enter into a successor
20 dues transmittal agreement with NSEA for the 2017-2018 school year.

21 9. In September 2017, CCEA continued collecting on a bi-monthly basis unified
22 member dues from members through payroll deduction with the School District, and continued
23 to do so until at least April 25, 2018, the date of disaffiliation. In light of the Court's ruling that
24 the Dues Transmittal Agreement terminated August 31, 2017, CCEA's continued collection of
25 NSEA and NEA dues after August 31, 2017, was done without NSEA's or NEA's permission.
26
27
28

10. During August 2017, CCEA also received from the School District unified member dues collected from new hires who joined the unions. CCEA did not remit the NEA and NSEA portion of the collected dues money to NSEA.

11. CCEA did not transmit to NSEA the NEA and NSEA dues it received each month from the School District that the School District deducted from members' paychecks beginning in August 2017, and continuing until at least April 25, 2018. CCEA has refused to pay over the NSEA and NEA dues moneys, notwithstanding NSEA's demands that the NSEA and NEA dues collected by CCEA be unconditionally remitted. Instead, CCEA has kept the NSEA and NEA member dues deducted by the School District.

NSEA BYLAWS

12. A copy of the NSEA bylaws in effect during the 2017-2018 school year is attached as Exhibit D.

13. Article VIII, section 3 of the NSEA bylaws provides that “NSEA shall affiliate a local association when it meets the following minimum standards . . . Have a dues transmittal contract with NSEA.”

14. I understand from NSEA business records that in 2014 CCEA threatened to withhold NSEA dues collected through payroll deduction until NSEA agreed to provide CCEA additional financial support and funding. That dispute was resolved in late 2014.

15. I understand from NSEA business records that, at the 2015 meeting of the NSEA Delegate Assembly, held in April 2015, the Delegate Assembly (which included CCEA representatives) voted to amend Article VIII of the NSEA bylaws to require, as a condition of affiliation, that affiliates like CCEA “[h]ave a dues transmittal contract with NSEA.” A true and correct copy of the NSEA Proposed Bylaw Amendments for Consideration at the 2015 Delegate Assembly is attached hereto as Exhibit E.

16. As stated in the rationale for the proposed amendment, the purpose of this 2015 amendment language to the NSEA bylaws was, in light of CCEA's threats in 2014 to withhold NSEA dues upon expiration of the dues transmittal contract, to insure that affiliates at all times

1 had a contractually-defined mechanism under which they transmitted NSEA dues collected from
2 NSEA members by the affiliate through payroll deduction, and to conform with the obligations
3 of NEA bylaw provisions requiring that local affiliates like CCEA maintain “full responsibility
4 for transmitting [NSEA] and [NEA] dues to [NSEA] on a contractual basis.” A true and correct
5 copy of the relevant provision of the NEA bylaws then in effect is attached hereto as Exhibit F.

6 17. By letters dated September 4, 2017, and September 6, 2017, John Vellardita,
7 Executive Director of CCEA, conveyed to me his understanding that “[a] dues remittance
8 contract is required by NSEA’s by-laws . . . Article VIII, Section 3(F).” True and correct copies
9 of those letters are attached hereto as Exhibit G and H.

10 **NEA BYLAWS**

11 18. NSEA also benefits from the NEA bylaws provision discussed in the paragraph
12 above. NSEA has relied upon CCEA’s promise, in the NEA bylaws, to pay state and national
13 affiliate dues to NSEA. NSEA then keeps the state dues for its own use, in service of its
14 members, and transmits the national organization’s dues to NEA.

15 19. NSEA’s receipt of the state and national membership dues from CCEA allows
16 NSEA to comply with its own obligations under the NEA bylaws. Namely, NSEA is responsible
17 for “transmitting Association dues from local affiliates on a contractual basis.” NEA Bylaws § 2-
18 9.

19 20. Because the NEA bylaws have historically provided for CCEA’s responsibility to
20 collect NSEA and NEA dues, and to transmit those dues NSEA, NSEA historically has not
21 attempted to collect dues payments directly from its members.

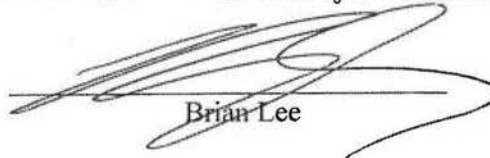
22 21. NSEA further relies upon the dues money that CCEA collects on its behalf in
23 calculating its budget for the upcoming school year and for planning future initiatives.

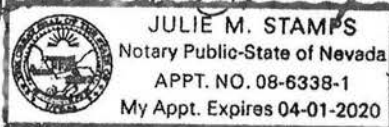
24 22. I conveyed to John Vellardita NSEA’s expectation that CCEA “continue to
25 process and transmit NSEA/NEA dues as required in policy, practice, and applicable
26 agreements” on August 18, 2017. A true and correct copy of that letter is attached hereto as
27
28

1 Exhibit I. I reiterated this understanding by letter to Vellardita dated September 4, 2017. A true
2 and correct copy of that letter is attached hereto as Exhibit J.

3 23. By letter dated September 12, 2017, and September 18, 2017, I conveyed to
4 Vellardita NSEA's understanding that, regardless of whether the Dues Transmittal Agreement
5 remained in effect after August 31, 2017, CCEA had an ongoing obligation under the NEA,
6 NSEA, and CCEA bylaws to collect unified member dues and to remit the state and national
7 association portions of those dues to NSEA. True and correct copies of those letters are attached
8 hereto as Exhibits K and L.

9
10 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
11 and correct. Executed this 22nd day of January, 2019 in Las Vegas, Nevada.

12
13
14 
15
16
17
18
19
20
21
22
23
24
25
26
27
28



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

15
16
17
18
19
20
21
22
23
24
25
26
27

27
18
19
20
21
22
23
24
25
26
27

21
22
23
24
25
26
27

23
24
25
26
27

Exhibit A

Exhibit A



Clark County Education Association

the union
of teaching
professionals

4230 McLeod Drive
Las Vegas, NV 89121
Tel. 702/733-3063
800/772-2282
Fax 702/733-0240
www.ccea-nv.org

April 26, 2018

Ruben Murillo, NSEA President
3511 E. Harmon Ave.
Las Vegas, NV 89121
Sent electronically

Re: Disaffiliated

Dear President Murillo:

Please be advised that effective immediately CCEA is no longer affiliated with the Nevada State Education Association (NSEA) and the National Education Association (NEA) and accordingly, we will no longer have any contractual relationships with NSEA and NEA.

Respectfully,

A handwritten signature in cursive script that reads "Vikki Courtney".

Vikki Courtney, President

A handwritten signature in cursive script that reads "Theo Small".

Theo Small, Vice-President

Exhibit B

Exhibit B



CCEA

Clark County Education Association

the union
of teaching
professionals

Constitution & Bylaws

Last revised and amended by the CCEA Association
Representative Council on April 25, 2017.

CCEA 000053

AA 1063

PREAMBLE

We, the members of the Clark County Education Association, in order that the Association may serve as the local voice for education, advance the cause of education as expressed through CCEA's mission and vision statements, promote professional excellence among educators, recognize the fundamental importance of the educator in the learning process, protect the rights of educators and advance their interests and welfare, secure professional autonomy, unite educators for active citizenship, promote and protect human and civil rights, act as the recognized bargaining agent for licensed personnel in Clark County, and obtain for its members the benefits of an independent, united education profession, do hereby adopt these Bylaws.

ARTICLE I

NAME, GOALS, OBJECTIVES, AND AUTHORITIES FOR GOVERNANCE

Section 1. NAME

The name of this organization shall be the Clark County Education Association, herein called the Association.

Section 2. GOALS AND OBJECTIVES

- A. The goals of the Association shall be as stated in the Preamble. The Association shall have all power necessary and proper to take action for the attainment of these goals.
- B. Nothing in these Bylaws shall be construed to prevent the Association from pursuing objectives which are consistent with the stated goals of the Association. The following are specific objectives:
 - 1. To improve the structure of the Association to ensure the full and effective participation of all members, thereby establishing and maintaining an independent, self-governing organization;
 - 2. To promote and to protect the rights and welfare of its members;
 - 3. To advance professional rights and to enhance professional responsibilities to further the consistent development and improvement of the profession and its practitioners;
 - 4. To work for broad support of education and for improved attitudes toward the profession;
 - 5. To advocate for adequate financial support for public education;

6. To protect and support its members as employees in disputes with employers or with those acting on behalf of employers.

Section 3. GOVERNANCE

The Association shall be governed by its Bylaws and Policies, and such other actions as the Association Representative Council and Executive Board may take consistent therewith.

ARTICLE II

MEMBERSHIP

Section 1. ELIGIBILITY

Any member of the bargaining unit as defined by the CCEA/CCSD Labor Agreement in the Clark County School District may become a member of the Association when evidence of membership in NSEA and NEA is received and an official plan is signed authorizing payment of dues of the certified professional.

Section 2. RIGHTS AND LIMITATIONS

- A. Members shall have the right to full participation.
- B. Any member who transfers from another state during the current school year and whose dues are paid in full and who also belongs to the local, state, and national affiliates shall receive from this Association all the rights and privileges of membership until the beginning of the next membership year, providing the state association from which the member has transferred offers a reciprocal membership. Such membership shall begin with official notification to this Association by the member that said member wishes to exercise membership privileges.
- C. Any member whose professional or occupational position changes shall be transferred to the class of membership applicable to the new position; the member shall not remain in a class of membership for which the member is no longer eligible.
- D. Members who fail to adhere to any of the conditions of membership as stated in Article II of the Bylaws shall be subject to censure, suspension, or expulsion by process of the Review Board as outlined in Article VI.

Members subject to censure, suspension or expulsion shall be guaranteed the right of a due process hearing before the Review Board.

Section 3. ASSOCIATION FISCAL/MEMBERSHIP YEAR

The Association fiscal/membership year shall be from September 1 through August 31.

Section 4. MEMBERSHIP DUES

- A. Dues of members shall be increased/decreased annually based upon the percentage of salary increase to Class A, Step 1 of the teacher salary schedule for the previous fiscal year.
- B. The dues for members of the Association may be altered by the Association Representative Council.
- C. The membership fees for persons eligible for membership who are regularly employed for fifty (50) percent or less of the normal schedule for full-time employee shall be one-half (1/2) of the dues.
- D. The Association shall continue to allow membership to those members laid off due to a reduction in force with reduction in dues of fifty (50) percent. Such eligibility for membership shall continue as long as such persons are eligible to be recalled or for three (3) years, whichever is longer.
- E. The Association may continue to allow full membership to members who are on leave of absence from the Clark County School District during the duration of the leave of absence as long as the member continues to pay full dues.

ARTICLE III

LEGISLATIVE BODY

Section 1. RESPONSIBILITY OF ASSOCIATION REPRESENTATIVE COUNCIL

The Association Representative Council shall be the legislative and policy-forming body of the Association.

Section 2. COMPOSITION OF ASSOCIATION REPRESENTATIVE COUNCIL

- A. The Association Representative Council shall consist of the elected officers, Executive Board, and one or more representatives elected from each school faculty according to the allocation in Article III, Section 3, the Association members of the NSEA Board of Directors, the Association members of the NSEA Delegate Assembly, and NEA Representative Assembly.
- B. Ethnic-minority representation should be proportionate to identified ethnic-minority populations of the Association membership as of April 1 of the preceding Association fiscal year.

Section 3. ALLOCATION FOR ASSOCIATION REPRESENTATIVES

A. Active members in each school shall elect one or more Association Representative(s) according to the following allocation:

One Association Representative for 1-25 members
Two Association Representatives for 26-50 members
Three Association Representatives for 51-75 members
Four Association Representatives for 76-100 members
Five Association Representatives for 101-125 members
Six Association Representatives for 126-150 members
Seven Association Representatives for 151-175 members
Eight Association Representatives for 176-200 members

B. All members who do not have representation through a school Association Representative shall meet in groups according to their Other Licensed Personnel (OLP) professional title and elect the corresponding number of Association Representatives per group to represent them in the Association Representative Council. OLP groups include, but are not limited to: speech therapists, physical therapists, nurses, social workers, psychologists, occupational therapists, counselors and audiologists. These groups must apply annually to the Association Representative Council for recognition of their status as a professional titled group and authorization to elect the correct number of Association Representatives according to the following allocation:

These groups must inform the President by November 1 of the number of eligible

One Association Representative for 1-25 members
Two Association Representatives for 26-50 members
Three Association Representatives for 51-75 members
Four Association Representatives for 76-100 members
Five Association Representatives for 101-125 members
Six Association Representatives for 126-150 members
Seven Association Representatives for 151-175 members
Eight Association Representatives for 176-200 members
employees and the intent to elect Association Representatives.

C. The election of the Association of Representatives shall be conducted electronically.

Amended 4/201

Section 4. ELECTION OF ASSOCIATION REPRESENTATIVES

- A. The election of Association Representatives shall be conducted at the work site according to open nomination and secret ballot provisions. This election shall be conducted by the current building Association Representative, President or the President's designee. All active members at a given work site will be eligible to vote. This election shall be completed by November 30.
- B. If after the time recognized in subparagraphs (A) no Association Representative is elected to the worksite in the manner prescribed in

subparagraph (A), the President may appoint Association Representatives to those worksites.

- C. If there is an insufficient number of ethnic minorities Association Representatives elected, the Minority Affairs Committee will submit names of ethnic-minority members, in accordance with Article III, Section 2. B., to the President who will appoint the number of Association Representatives needed to comply with NEA's *Achieving Minimum Affiliation Standards*.

Section 5. ALTERNATE ASSOCIATION REPRESENTATIVES

Each work site and represented group shall elect an Active member as an alternate Association Representative for each elected Association Representative.

Section 6. VACANCIES OF ASSOCIATION REPRESENTATIVES

If a vacancy occurs after November 30, and there are no alternates, the President or President's designee shall conduct a democratic election if there is more than one candidate contending for the position(s).

Section 7. MEETINGS OF THE ASSOCIATION REPRESENTATIVE COUNCIL

- A. The Association Representative Council shall meet at least nine (9) times per Association fiscal year.
- B. The time, place, and agenda shall be set by the President.
- C. The agenda for each meeting shall be sent to all Association Representatives in advance of the meeting.
- D. Association Representatives shall have floor and voting privileges at all Association Representative Council meetings. Any active member shall have floor privileges.
- E. Association Representatives present shall constitute a quorum for Association Representative Council meetings.
- F. The Association Representative Council shall adopt for meetings its own internal rules of procedure provided they are not in conflict with these Bylaws or *Robert's Rules of Order, Newly Revised*.

Section 8. SPECIAL MEETINGS

- A. Special meetings of the Association Representative Council may be called by the President, unless a regularly scheduled Association Representative Council meeting is scheduled within three weeks.
- B. The President shall call a special meeting upon written request to the

Executive Board from fifty (50) Association Representatives.

- C. Association Representatives must be given at least ten working days notice of the special meeting. Twenty-five percent (25%) of elected Association Representatives shall constitute a quorum.

Section 9. RESPONSIBILITIES OF THE ASSOCIATION REPRESENTATIVE COUNCIL

- A. The Association Representative Council shall:
 - 1. establish and amend Association Bylaws, Policies, and Election Procedures;
 - 2. establish dues;
 - 3. adopt the annual budget;
 - 4. receive and may act upon Committee Reports;
 - 5. elect member(s) to fill Executive Board vacancy(s) which occur;
 - 6. exercise final authority in all matters of the Association;
 - 7. ratify election results;
 - 8. adopt procedures for the establishment of the Review Board, the order of succession;
 - 9. elect members of the Review Board;
 - 10. receive resignations from the Review Board; and
 - 11. ratify actions taken by the Review Board.
 - 12. establish priorities for NSEA Delegate Assembly
 - 13. establish priorities for NEA Representative Assembly
 - 14. communicate with school precinct and CCEA leadership on key issues
 - 15. commit to a working knowledge of the CCEA/ CCSD Contract

Amended 4/2017

ARTICLE IV

OFFICERS

Section 1. ELECTED OFFICERS

The elected officers of the Association shall consist of the President, Vice President, Secretary, and Treasurer, who shall be voting members of the Executive Board and Association Representative Council.

Section 2. ELIGIBILITY

Membership must be held for at least two (2) Fiscal years immediately preceding the time of seating for a post probationary member to qualify for the offices of President, Vice President, Secretary and Treasurer.

Amended 4/2017

Section 3. LIMITATIONS

No elected officer may hold more than one Association office during his/her term of office.

Section 4. OATH OF OFFICE

All elected officers must take an Oath of Office before their term of office begins and shall comply there in.

Section 5. OFFICERS' DUTIES, TERMS AND VACANCIES

A. President

The President shall be the chief executive officer of the Association. The position of President shall be full-time release. A full-time release President is defined as a member who is elected as President, serving full time as President with no responsibilities for the position from which s/he is being released.

1. Duties

The President shall:

- a. represent the Association at public and professional functions including, but not limited to CCSD Board of Trustees Meetings, or assign at her/his discretion, responsibility for such representation;
- b. set agendas for Association meetings;
- c. appoint all chairpersons and committee members with the confirmation of the Association Representative Council; such chairpersons and members serve at the pleasure of the President;
- d. prepare, with the Budget Committee, a budget for submission to the Association Representative Council for adoption;
- e. sign checks jointly with the Treasurer and/or Vice President;
- f. serve as a member of the Teachers Health Trust Board of Trustees and Retiree Health Trust Board of Trustees;
- g. appoints members to the Teacher Health Trust and Retiree Health Trust Boards of Trustees (to a maximum of 12 years served per board consecutively or intermittently).
- h. serve as an ex-officio member without vote on all committees;
- i. make work site visits each year;
- j. serve as a delegate to the NSEA Delegate Assembly and NEA Representative Assembly by virtue of this office;
- k. serve as an Association member of the TIP Coordinating Council;
- l. direct, in conjunction with the Executive Board, the work of the Executive Director, including writing the Executive Director's

- evaluation; and
- m. perform such other duties as assigned by the Association Representative Council or the Executive Board.

2. Term of Office

The office of President is a two-year term. A member elected to the office of President is eligible for three consecutive terms and shall serve until a successor is elected. The term of President shall begin at the close of business at the NEA/RA in the year in which the election of the President has occurred.

3. Vacancy

If the office of President shall become vacant, the Vice President shall become President. However,

- a. if the vacancy occurs during the first year of that term, a special election for President shall be held during the regular elections to fulfill the rest of that term of office.
- b. if the vacancy occurs during the second year of that term, the Vice President shall fulfill the remainder of that term of the President.

4. Salary

The President will be paid at the daily rate of pay for the highest step in Column V of the Licensed Professional Salary Table, unless the President qualifies to be in a higher class, then the President will be paid the highest step in that class, for a minimum of 220 and no more than 260 days during the Association fiscal year, including vacations and holidays as contained in the staff's contract. Additional benefits will be determined by Association policy.

B. Vice President

The Vice President may be full-time release.

At the September meeting in the odd numbered years, the AR Council will vote to determine whether or not the position of Vice President is full-time released for the following term of office.

A full-time released Vice President is defined as a member who is elected as Vice President serving full-time as Vice President with no responsibilities for the position from which s/he is being released.

1. Duties

The Vice President shall:

- a. act for and on behalf of the President when s/he is unable to perform the duties of that office;
- b. coordinate the activities and reports to the Executive Board, Association Representative Council, and membership by all committees;
- c. shall serve as a delegate to the NSEA Delegate Assembly and to the NEA Representative Assembly by virtue of this office; and
- d. perform such other duties as assigned by the Association Representative Council, the Executive Board, or President.

2. Term of Office

The office of Vice President is a two-year term. A member elected to the office of Vice President is eligible for three consecutive terms and shall serve until a successor is elected. The term of Vice-President shall begin at the close of the NEA/RA in the year that election for Vice President occurs.

3. Vacancy

If the office of Vice President shall become vacant, the Association Representative Council shall elect one of its own to serve as Vice President for the interim period. After the special election for President is concluded, the member who was serving as President shall return to the office of Vice President to fulfill the rest of that term of office. However,

- a. if the Vice President was serving as President during the first year of the President's term, s/he shall return to the office of Vice President upon the ratification of election results by the Association Representative Council.
- b. if the Vice President was serving as President during the second year of the President's term, s/he shall fulfill the remainder of the term of President.
- c. if the Vice President was not serving as President, a special election shall be held during the regular election period to elect a Vice President to fulfill the un-expired term of that office.

4. Salary

- a. If it is determined by the AR Council to elect to have a full-time release Vice President, the following will apply:
The Vice President shall be paid at the daily rate of pay for the highest step in Column V of the Licensed Professional Salary

Table, unless the Vice President qualifies to be in a higher class, then the Vice President will be paid the highest step in that class, based on the days a 9-month teacher is required to work based on the 9-month standard contract. Additional benefits shall be determined by Association policy.

- b. Buyout(s) - If it is determined by the AR Council to elect to not have a full-time release Vice President, then the following will apply:

Buyout days for the Vice President will be determined by the CCEA Executive Board within the CCEA Policy guidelines.

C. Secretary

1. Duties

The Secretary shall:

- a. keep a record of all the proceedings of the Association governance meetings, i.e. General Membership, Executive Board and Association Representative Council;
- b. sign official and legal documents as required;
- c. maintain an official membership roll of the Association;
- d. maintain a file of reports of all individual(s) and/or committee(s) for historical purposes;
- e. conduct a roll call or signature roll when required;
- f. maintain record book(s) in which the bylaws, special rules of order, standing rules, and minutes entered, with any amendments to those documents properly recorded and to have the current record book(s) on hand at every governance meeting (per a. above);
- g. maintain a record of attendance, excused and unexcused absences for required meetings of Executive Board members;
- h. shall serve as a delegate to the NSEA Delegate Assembly and to the NEA Representative Assembly by virtue of this office; and
- i. perform such other duties as assigned by the Association Representative Council, Executive Board and/or President.

2. Term of Office

The office of Secretary is a two-year term. A member elected to the office of Secretary is eligible for three consecutive terms and shall serve until a successor is elected. The term of Secretary shall begin at the close of the NEA/RA in the year that the election for Secretary occurs.

3. Vacancy

If the office of Secretary shall become vacant, the Executive Board shall appoint one of its own to serve as Secretary for the interim period. However,

- a. if the vacancy occurs during the first year of the Secretary's term, a special election for Secretary shall be held during the regular elections to fulfill the rest of the term of office.
- b. if the vacancy occurs during the second year of the Secretary's term, the interim Secretary will fulfill the remainder of the term of office.

D. Treasurer

1. Duties

The Treasurer shall:

- a. hold the funds of the Association and disburse them upon authorization by the Executive Board;
- b. submit financial reports to the Association Representative Council and Executive Board at their regularly scheduled meetings;
- c. assist the President and Budget Committee in preparation of the annual budget;
- d. shall serve as a delegate to the NSEA Delegate Assembly and to the NEA Representative Assembly by virtue of this office; and
- e. perform such other duties as assigned by the Association Representative Council, Executive Board, and/or President.

2. Term of Office

The office of Treasurer is a two-year term. A member elected to the office of Treasurer is eligible for three consecutive terms and shall serve until a successor is elected. The term of Treasurer shall begin at the close of the NEA/RA in the year that the election for Treasurer occurs.

3. Vacancy

If the office of Treasurer shall become vacant, the Executive Board shall appoint one of its own to serve as Treasurer for the interim period. However,

- a. if the vacancy occurs during the first year of the Treasurer's term, a special election for Treasurer shall be held during the regular elections to fulfill the rest of that term of office.

- b. if the vacancy occurs during the second year of the Treasurer's term, the interim Treasurer will fulfill the remainder of the term of office.

Section 6. NOMINATIONS

Members meeting the qualifications may be nominated for the office of President, Vice President, Secretary, or Treasurer. The nominations shall occur at the designated Association Representative Council meeting in the year in which the election of officers is scheduled. The nominees shall be nominated by a nominating committee, or on a nominating form, or from the floor of the Association Representative Council at the nominating meeting and shall follow the adopted procedures of the Association Representative Council.

Section 7. ELECTIONS

- A. Election of officers shall occur in the year in which the election is scheduled.
 - 1. Election for the offices of President and Vice President shall be conducted in even numbered years.
 - 2. Election for the offices of Secretary and Treasurer shall be conducted in odd number years.
- B. Elections of officers shall be conducted by a procedure prescribed by the Election Committee and adopted by the Association Representative Council.
- C. Officers shall be elected by secret ballot.
- D. Officers shall be elected by a majority of valid votes cast.
- E. If the number of candidates equals the number of positions to be filled, the President shall declare such candidates elected directly after nominations close.
- F. In election for single positions with multiple candidates for one position in which no candidate receives a majority vote in the first ballot, the second ballot shall contain the names of the two persons who received the greatest number of votes on the first ballot.

Section 8. IMPEACHMENT

- A. Elected officers of the Association may be impeached for misfeasance, for malfeasance, or for nonfeasance in office.
- B. Impeachment proceedings against an elected officer shall be initiated by written petition submitted to the Review Board by at least 25% of members in the Association.

- C. The Review Board shall establish a due process procedure to implement impeachment proceedings.
- D. After a due process hearing, a two-thirds (2/3) vote of the Review Board shall sustain the charge, and the office shall become vacant.
- E. The officer may appeal the decision to the Association Representative Council.

ARTICLE V

EXECUTIVE BOARD

Section 1. COMPOSITION

- A. The Executive Board shall consist of the four (4) elected officers and sixteen (16) members elected by the current Clark County, Nevada Senate Districts with one (1) member per zone. One (1) representative of Other Licensed Personnel (OLP) will be elected by their peers. All elected members are voting members.

Amended 4/2017

Section 2. ELIGIBILITY

- A. Membership shall be held for at least one (1) Fiscal year immediately proceeding the time of seating to qualify for the Executive Board position.
- B. Membership must be maintained throughout the term of office without a break in service.
 - 1. Break in service includes:
 - a) Retirement
 - b) Termination
 - c) Resignation
 - d) Leave of Absence (other than CCEA, Legislative Service, or leaves protected under Federal and state Law)
 - e) Otherwise no longer employed as a licensed personnel at CCSD
 - 2. Where an elected Board member is no longer eligible under Article V Section 2 of the Bylaws, a vacancy will occur and must be filled pursuant to Article V Section 8 of the Bylaws.

Amended 4/2017

Section 3. OATH OF OFFICE

All elected Executive Board members must take an Oath of Office before their term of office begins and shall comply there in.

Section 4. DUTIES AND FUNCTIONS

Members of the Executive Board shall:

- a. attend all Executive Board meetings;
- b. attend all Association Representative Council meetings;
- c. make necessary communications with Association Representatives/ members in their own region;
- d. manage the affairs of the Association;
- e. review and approve expenditures;
- f. oversee the implementation of policies established by the Association Representative Council;
- g. suggest policies to the Association Representative Council for consideration;
- h. retain legal counsel as deemed necessary;
- i. attend General Membership Meetings;
- j. appoint member(s) to fulfill a vacancy on NSEA Board of Directors; and
- k. perform such other duties as assigned by the Association Representative Council;
- l. perform such other duties designated in the Executive Board policy.

Section 5. TERM OF OFFICE

- A. The term of office for an Executive Board member shall be two years.
- B. An Executive Board member may not serve more than three consecutive terms.
- C. The term of Executive Board member begins at the close of the NEA/RA in the year that the election for that Executive Board seat has occurred.

Section 6. NOMINATIONS

- A. All Executive Board members shall be nominated by a nominating committee, or on a nominating form, or from the floor of the Association Representative Council during the nominating meeting.
- B. Persons seeking nomination for an Executive Board seat shall be employed at a work site within the zone from which election is sought.

Section 7. ELECTIONS

- A. Election of Executive Board members shall occur in the year in which the election is scheduled.
- B. Election of Executive Board members shall be conducted by a procedure prescribed by the Election Committee and adopted by the Association Representative Council.
- C. Executive Board members will be elected by the members in the designated zones by a secret ballot.
- D. Executive Board members shall be elected by a majority of valid votes cast.
- E. If the numbers of candidates equal the number of positions to be filled, the President shall declare the candidate elected directly after nominations close.
- F. In elections for single positions with multiple candidates for one position in which no candidate receives a majority vote in the first ballot, the second ballot shall contain the names of the two persons who received the greatest number of votes on the first ballot.

Section 8. VACANCIES

- A. Vacancies within the ten (10) elected Executive Board members shall be filled by an election in the Association Representative Council for the remainder of the term.
- B. The vacancy shall be announced at the Association Representative Council meeting that immediately follows the vacancy determination.
- C. The election to fulfill the vacancy shall occur at the Association Representative Council meeting following the meeting at which the vacancy is announced.
- D. A member elected to the Executive Board to fulfill the term of a vacated seat in the first half of the term will be eligible to run for two additional consecutive terms; if elected in the second half of the term, the member will be eligible to run for three additional consecutive terms.
- E. If one of the ten (10) elected board members voluntarily transfers out of the zone from which elected, the position shall become vacant and subparagraph A takes effect.
- F. If one of the ten (10) elected board members is involuntarily transferred out of the zone from which elected, the position is not declared vacant and that member shall serve out the term to which elected.

- G. A Board Member's position shall be considered vacant upon four (4) absences within the Association's Fiscal Year* of Executive Board meetings announced at the first Association Representative Council meeting of the school year and upon such a vacancy, subparagraph (a) takes effect.

* Note: Fiscal Year is defined as September 1 to August 31

Section 9. MEETINGS

- A. The Executive Board shall meet on a monthly basis at least 11 times a year, the time and place to be established by the elected officers. A regularly scheduled Executive Board meeting is defined as (a) any meeting announced at the first ARC Meeting of the new school year, and (b) has its own agenda and minutes.
- B. Special meetings may be called by the President or at the request of a majority of the members of the Executive Board.
- C. A majority of the Executive Board members shall constitute a quorum for the consideration of business.

Section 10. BOARD VOTING

- A. Executive Board members must be present in order to cast a vote.
- B. In an emergency situation, the President may conduct a phone poll vote. The results of the phone poll vote must be ratified at the next Executive Board meeting.

Section 11. RECALL

- A. After assuming office, a member of the Executive Board may be recalled for misfeasance, for malfeasance, or for nonfeasance in office.
- B. Recall proceedings against an Executive Board member shall be initiated by written petition submitted to the Review Board by at least 25% of members in the zone.
- C. The Review Board shall establish a due process procedure to implement recall proceedings.
- D. After a due process hearing, a two-thirds (2/3) vote of the Review Board shall sustain the charge, and the office shall become vacant.
- E. The officer may appeal the decision to the Association Representative Council.
- F. A recall election shall be conducted in accordance with rules of procedure

adopted by the Review Board, provided that:

- a. all of the members in that zone as of the date of the recall election shall be eligible to vote;
- b. the recall election shall be by secret ballot; and
- c. two-thirds (2/3) of the valid ballots cast shall be required for a recall.

ARTICLE VI

REVIEW BOARD

Section 1. JUDICIAL BODY

The judicial powers of the Association as described herein shall be vested in the Review Board of nine (9) members.

Section 2. OATH OF OFFICE

All elected Review Board members must take an Oath of Office before their term of office begins and shall comply there in.

Section 3. POWERS

The Jurisdiction of the Review Board shall extend to cases herein defined:

- A. The Review Board shall review the membership numbers and adjustments made in each zone using the *NEA's Achieving Minimum Affiliation Standards* formulae. They shall report their findings to the Association Representative Council by the end of the October Association Representative Council meeting. Zones shall be adjusted by November 1 of each Association year to maintain the affiliate standards of NEA and NSEA.
- B. The Review Board shall have original jurisdiction in the following cases:
 1. Impeachment of an Association officer;
 2. Recall of an Executive Board member;
 3. The censure, suspension, or expulsion of a member;
 4. Review, upon request, of an action of an officer(s), or Executive Board member(s) regarding consistent application of the Bylaws, Policies, and/or Procedures of the Association.
- C. The Review Board shall have the following powers subject to the conditions as herein outlined:
 1. To impeach an officer. The officer shall have the right to appeal to the Association Representative Council;
 2. To recall an Executive Board member. The board member shall have the right to appeal to the Association Representative Council;

3. To censure, suspend, or expel a member. The member shall have the right to appeal to the Association Representative Council;
4. To vacate censure, lift suspension, or re-instate a member;
5. To review the action of the officers, Executive Board or Association Representative Council for consistency with the Bylaws and to recommend the appropriate governing body remedial action if necessary. Requests for review may be made only by the Executive Board or upon the petition of fifty (50) members of the Association Representative Council.
6. To remove from office, suspend, or censure a member elected to any Association position for violation(s) of the Association Election Procedures, Bylaws, policies or procedures.
7. To review the membership numbers in each Executive Board zone as described in the Association Bylaws Article VI, Section 2, Paragraph A.

Section 4. REVIEW BOARD PREROGATIVES

The Review Board shall establish its rules of procedure with the approval of the Association Representative Council. Due process must be guaranteed in all proceedings.

Section 5. REVIEW BOARD ELECTION

- A. Nominations shall be taken from the Association Representative Council floor during the September Association Representative Council meeting. Election by secret ballot of Review Board members will occur during the October Association Representative Council meeting.
- B. If the numbers of candidates equal the number of positions to be filled, the President shall declare the candidate elected directly after nominations close.

Section 6. TERM OF OFFICE

The position of a Review Board member is a three (3) year term. A member elected to serve on the Review Board shall serve no more than two (2) consecutive terms as a Review Board Member and shall serve until a successor is elected. The term shall begin upon election in the year in which the election occurs and end upon the election of a successor.

Section 7. QUALIFICATIONS

Members of the Review Board must be voting members of the Association Representative Council at the time of election and shall serve until a successor is elected. Review Board members may not be a local, state, or national officer, member of the Executive Board, NSEA and/or NEA Board of Directors, or a chairperson of any CCEA committee. At least one (1) year of experience in the Association Representative Council is required prior to election to the Review Board. No person shall be concurrently a member of the Review Board and/or any of the aforementioned bodies.

Section 8. VACANCY

- A. The Association Representative Council is the only body which is eligible to receive a resignation from a Review Board member.
- B. If a vacancy occurs on the Review Board, the following procedures shall be instituted:
 - 1. If a vacancy occurs on the Review Board, the vacancy shall be announced at the next Association Representative Council meeting. Nominations will be accepted at that meeting with the election occurring at the following Association Representative Council meeting.
 - 2. If the vacancy occurs during the first half of the three (3) year term the person filling the vacancy is eligible for one (1) additional term.
 - 3. If the vacancy occurs during the last half of the three (3) year term, the person filling the vacancy is eligible for two (2) additional terms.
 - 4. The end of the first half of a term is defined as the Association Representative Council meeting eighteen (18) months after the election occurred.
 - 5. The last half of a term is defined as the day following the Association Representative Council meeting eighteen (18) months after the elections occurred and through the end of the term.

Section 9. IMPEACHMENT

- A. Members of the Review Board may be impeached for misfeasance, for malfeasance, or for nonfeasance in office.
- B. The process for impeachment of Review Board members shall be as follows:
 - 1. Proceedings against a member of the Review Board shall be initiated by an affirmative vote of the Executive Board.
 - 2. An affirmative vote of at least two-thirds (2/3) of the members of the Executive Board shall be required to sustain a charge following a due process hearing before the Executive Board and the position shall thus become vacant.
 - 3. The member has the right to appeal the Executive Board decision to the Association Representative Council. No member of the Executive Board shall be party to the appellate procedure.

ARTICLE VII

COMMITTEES

Section 1. STANDING COMMITTEES

The Standing Committees of the Association, which are appointed by the President with the confirmation of the Association Representative Council, are as follows:

- 1. Budget Committee
- 2. Bylaws Committee
- 3. Elections Committee
- 4. Member Rights Committee
- 5. Ethnic Minority Affairs Committee
- 6. Negotiations Committee
- 7. Policy Committee
- 8. Scholarship Committee
- 9. Special Education Committee
- 10. Awards Committee
- 11. Government Relations Committee
- 12. Membership Recruitment and Retention Organizing Committee

Other Committees of the Association shall be created based on interest of a minimum of five members.

Section 2. REPORTS

Committees shall report to the Association Representative Council.

Section 3. COMMITTEE MEMBERS

The President shall appoint all committee members with the confirmation of the Association Representative Council. Each Committee shall include ethnic-minority representation.

Section 4. SPECIAL COMMITTEES

The Association Representative Council is authorized to establish Special Committees.

ARTICLE VIII

GENERAL MEMBERSHIP

A general membership meeting shall be held in contract ratification years, other meetings and their purposes shall be established by the Association Representative Council, the Officers, and the Executive Board.

ARTICLE IX

PROFESSIONAL STAFF

The Executive Board shall employ professional staff. The Executive Board shall make an annual report to the Association Representative Council regarding the salary/benefits package(s) of the employed staff.

ARTICLE X

STATE AND NATIONAL AFFILIATION

Section 1. AFFILIATE STATUS

The Association shall maintain affiliate status with the National Education Association and the Nevada State Education Association under the required procedures of each organization.

Section 2. NEA REPRESENTATIVE ASSEMBLY

- A. The office of delegate is a two (2) year term.
- B. Membership shall be informed annually and ballots shall state that nomination to the elected officer positions of the Association includes nomination to the NEA/RA.

- C. Additional delegate allotment to the NEA/RA shall be nominated and elected at the same time and by the same methods as all officers of the Association, following the rules and procedures of the NEA.
- D. A name of the nominee must appear on the ballot in order to serve as a delegate or successor delegate to the NEA/RA.
- E. A successor delegate must be informed as to which delegate she/he is succeeding before attending the NEA/RA. The President is responsible for assisting with the registration of the successor delegate.
- F. As the membership of the Association increases and the Association is allocated additional delegate(s) to the NEA-RA, the Election Committee will determine if that delegate position is a one-year or two-year term to keep an equitable balance of elected delegates each year.

Section 3. NSEA DELEGATE ASSEMBLY

- A. Membership shall be informed annually and ballots shall state that nomination to officer positions of the Association includes nomination to the NSEA/DA.
- B. Additional delegates allotted by the NSEA, beyond the number of officers shall be elected following the rules established by the NSEA.
- C. The nominee's name must appear on the ballot in order to serve as a delegate or successor delegate to the NSEA/DA.
- D. Before attending the NSEA/DA, an alternate shall be informed as to (1) which delegate he/she is replacing; and (2) the length of term of replacement.
- E. As the membership of the Association increases and the Association is allocated additional delegate(s) to the NSEA-DA, the Election Committee will determine if that delegate position is a one-year or two-year term to keep an equitable balance of elected delegates each year.

ARTICLE XI

AMENDMENT OF BYLAWS

Section 1. SUBMISSION OF PROPOSED AMENDMENTS

- A. Amendments to the bylaws must be submitted to the Bylaws Committee by March 1.
- B. Proposed bylaw amendments shall be submitted to the Bylaws Committee for review:

1. by petition signed by at least 50 members; or
 2. by majority vote of the Executive Board; or
 3. by written motion and approval of the Association Representative Council.
- C. The Bylaws Committee may propose Bylaw amendments.
- D. Proposed amendment(s) shall be submitted in written form and referred to the Bylaws Committee for review. The Bylaws Committee shall edit the proposal(s) to conform to the structure and style of the document without changing its substance.
- E. The proposed amendment(s) shall be presented for review at the March Association Representative Council meeting and debated at the April Association Representative Council meeting.

Section 3. VOTING ON AMENDMENTS

- A. Adoption of proposed amendment(s) to these Bylaws shall be by a two-thirds (2/3) vote cast at the April Association Representative Council meeting.
- B. Unless otherwise provided, all amendments shall take effect at the beginning of the Association year following the adoption.

ARTICLE XII

PARLIAMENTARY AUTHORITY

The most recent edition of *Robert's Rules of Order Newly Revised* shall be the authority in all matters of procedure at the Association Representative Council, Executive Board, and general membership meetings, except as otherwise specified in these Bylaws.

ARTICLE XIII

INDEMNIFICATION

The Association shall and hereby does indemnify all present and former officers, directors and employees of the Association for expenses and costs (including attorneys' fees) actually and necessarily incurred by him/her in connection with any claim asserted against him/her, by action in court or otherwise, by reason of his/her being or having been director, officer or employee, except in relation to matters as to which s/he shall have been found guilty of negligence or misconduct in respect to the matter in which indemnity is sought.

ARTICLE XIV

INCORPORATION

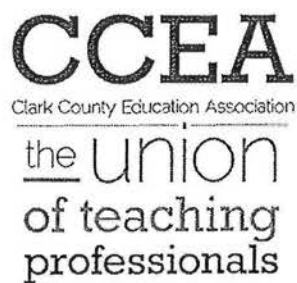
The Association is incorporated in the State of Nevada under statutes NRS 81-410 and NRS 81-540.

ARTICLE XV

DISSOLUTION

Upon the dissolution of the Association, the Executive Board shall, after paying or making provision for the payment of all the liabilities of the Association, dispose of all assets of the Association exclusively for the purpose of the Association or donate the remaining assets to such organizations organized and operated exclusively for charitable, education, or scientific purpose as the Executive board shall determine.

bylaws.fin (4/13/92, 10/16/92, 12/14/93, 4/25/95, 8/21/96, 5/5/97, 5/27/97, 7/30/98, 5/19/99, 5/25/00, 5/22/01, 4/22/03, 07/08/05, 11/06, 5/17/07, 04/28/09, 04/26/11, 04/27/14, 04/28/15)



Clark County Education Association

4230 McLeod Drive, Las Vegas, Nevada 89121

Telephone: 702-733-3063 | Fax: 702-733-0240 | Website: www.ccea-nv.org

CCEA 000078

AA 1088

Exhibit D

Exhibit D

BYLAWS OF THE NEVADA STATE EDUCATION ASSOCIATION

ARTICLE I: NAME AND PURPOSE

The name of this organization shall be the Nevada State Education Association (NSEA). The purpose of the NSEA shall be to promote the cause of education, the professions of teaching and education support professionals and the welfare of the youth of Nevada and America.

The NSEA is the prominent education voice in Nevada and the protector of its members' professional rights and economic security.

ARTICLE II: MEMBERSHIP

SECTION 1: CLASSES OF MEMBERSHIP

There shall be five classes of membership: Active, Retired, Student, Staff and Reserve.

A. Active Members

1. Active membership in the NSEA shall be open to any person:
 - a. who is employed by a public school district or other public institution devoted to education in the state of Nevada.
 - b. who is on a limited leave of absence from a public school district, or other public institution devoted to education in the state of Nevada
 - c. who is serving as an elected officer of the NSEA, the National Education Association (NEA), or a local affiliate.
2. Active members shall agree to abide by the Code of Ethics of the Education Profession, support the principles and goals of the NSEA and hold a license in education in Nevada with an earned bachelor's or higher degree, or hold a regular vocational or technical certificate, and, where required, hold or are eligible to hold, a certificate issued by the State Department of Education (This shall not apply to professional personnel who joined before September 1, 1964.), or serve as education support professionals in the employ of any Nevada county school district or in any Nevada institution of higher education.
3. Organizing a specific group of employees of a public educational entity who have no local NSEA affiliate, may occur after discussion with the current NSEA local affiliate as to the purpose of organizing these employees. The current NSEA local affiliate, by vote of its policy-making body, shall determine if these employees will become active members of its local association or establish a separate NSEA local affiliate.
4. Active members on leave of absence from their education position of at least six months have two options with respect to membership:
 - a. They are eligible for active membership with full voting and membership rights; or
 - b. They may become reserve members and forego voting and membership rights.
5. Active members who have been laid off due to a reduction in force (RIF) are eligible to retain their active membership for as long as such persons are eligible to be recalled, or for three years, whichever is longer.
 - a. They are eligible for active membership with full voting and membership rights; or

- b. They may become reserve members when no longer eligible for RIF membership.
- 6. Active members of the NSEA shall also be members of the NEA and of a local association where available.
- 7. Active membership is the only class of membership authorized to hold an elective office.
- B. Retired Members
 - 1. Retired membership of the NSEA is open to any person who is at least forty-five (45) years of age or is eligible to receive a pension from an educational employment retirement system (including social security) and who was employed for at least five (5) years in a position that qualified him/her for active membership but who is no longer so employed. A person who is on disability retirement who meets all criteria except for the age is eligible for retired membership.
 - 2. Retired members may obtain lifetime membership status in the NSEA by payment of a dues fee to be established by the NSEA Board of Directors.
 - 3. A person who has paid the appropriate lifetime dues and who is not yet retired shall be considered a NSEA-R pre-retired subscriber.
 - 4. Retired delegates shall have full membership rights at delegate assembly.
 - 5. Retired members shall be eligible to serve on committees.
 - 6. Retired members are not eligible to hold elective office.
- C. Student Members
 - 1. Students enrolled in teacher education programs may become student NSEA members. Student members who maintain membership in the NEA through NSEA shall also join the NSEA and their local student chapter, where they exist. Student members may participate in economic benefits and insurance programs.
 - 2. Student delegates shall have full membership rights at delegate assembly.
 - 3. Student members shall be eligible to serve on committees.
 - 4. Student members are not eligible to hold elective office.
- D. Staff Membership

Staff membership shall be open to any person employed by the Association or any of its affiliates in a professional staff position.
- E. Reserve Membership

Reserve membership shall be open to any person:

 - 1. On a leave of absence of at least six months from the employment that qualifies him/her for active membership; or
 - 2. Who has held active membership in the NSEA but whose employment status no longer qualifies that individual for such membership.

SECTION 2: DUES

The Delegate Assembly shall set NSEA dues for all classes of membership. Between meetings of the annual Assembly, the Board of Directors shall have the authority to establish dues for the non-Active classes of membership until the next meeting of the Delegate Assembly.

SECTION 3: MEMBERSHIP YEAR

The membership year shall be September 1 to August 31.

SECTION 4: REVOCATION OF MEMBERSHIP

In accordance with the due process of law, a Tripartite Review Board, upon recommendation of the NSEA Board, may censure, suspend or expel any member determined to be in violation of the Code of Ethics of the Education Profession. The decision of the Tripartite Review Panel shall be final and binding.

SECTION 5: ENROLLMENT

- A. Membership begins when an applicant signs a payroll deduction form for membership in the United Education Profession and gives that application to an agent of the NSEA. If the applicant elects to be a cash member, his membership becomes effective when NSEA or one of its affiliates receives his dues for the balance of the membership year for NSEA and NEA. Payroll deduction is contingent upon the existence of a valid dues transmittal agreement between the local and NSEA.
- B. Membership shall be continuous until the member resigns from NSEA or fails to remain in good standing.

ARTICLE III: DELEGATE ASSEMBLY

SECTION 1: ANNUAL MEETING

- A. The Delegate Assembly shall meet annually. The time and place shall be established by the Board of Directors.
- B. A majority of its registered delegates shall constitute a quorum for the Delegate Assembly.
- C. The Delegate Assembly is the legislative governing authority of the NSEA. The Assembly shall adopt the budget, amend the bylaws, set NSEA dues for all classes of membership, approve resolutions, and formulate policy statements of the NSEA.
- D. The Delegate Assembly shall elect officers under open nominations and secret ballot procedures.
- E. The Delegate Assembly shall receive and consider reports of the officers, Board of Directors, Executive Director and standing or special committees.
- F. Election rules shall be approved by the Delegate Assembly.

SECTION 2: COMPOSITION OF VOTING BODY

The voting body of the Delegate Assembly shall consist of the officers, the Board of Directors, and representatives elected from their respective local affiliates.

SECTION 3: DELEGATE QUALIFICATIONS

Active, student and retired members shall be eligible to serve as delegates.

SECTION 4: DELEGATE ENTITLEMENT

- A. The NSEA official active, student and retired membership roll and affiliates list shall be the basis upon which the NSEA Executive Director notifies each unit of its delegate entitlement. The entitlement shall be based on the December first (1st) active membership figures and reporting shall be completed by the tenth (10th) day of December each year.
- B. Each affiliated local unit of the NSEA shall be entitled to one delegate for each seventy (70) active members or major fraction thereof. Each local unit shall be guaranteed at least one delegate.
- C. Each affiliate shall make every reasonable effort to elect ethnic-minority representation at least proportionate to its active ethnic-minority membership.
- D. Ethnic-minority representation should be at least in proportion to the number of active ethnic-minority members of NSEA.
- E. NSEA active members in each unaffiliated local school district unit or other education units are qualified for participation and shall be entitled to the following numbers of delegates to the Assembly: one delegate for each seventy (70) active members or major fraction thereof.
 - 1. Units within this category shall make every reasonable effort to elect ethnic-minority representation at least proportionate to the active ethnic-minority membership of the unit.
 - 2. Administrators shall make every reasonable effort to have representation to the delegate Assembly in proportion to their active members in NSEA.
- F. All delegates shall be elected on the one-person, one-vote principle.

SECTION 5: DELEGATE ELECTIONS

- A. The procedure for election of delegates from affiliated local associations shall be determined by the active members of the local affiliate. The procedure shall provide for open nominations and secret ballot elections by the representative body of the local or by general membership vote.
- B. The names of local unit delegates and alternate delegates shall be received by the Executive Director, in the NSEA office, no later than 45 days prior to the Delegate Assembly. Failure to meet this deadline shall authorize the NSEA Board of Directors to institute a procedure for election of representatives from the delinquent unit.

SECTION 6: TERM OF REPRESENTATION

- A. Delegates shall serve two-year terms. If a local wishes or needs to establish staggered terms for its delegation to achieve a balance of the number of delegates to elect, the local will inform the NSEA Board of Directors of the reason(s) to elect single-year term delegates.
- B. A delegate may be excused from the Assembly for reasonable cause as determined by the local Board of Directors.
- C. If an elected delegate is unable to attend the Assembly, an alternate shall substitute.
- D. An alternate delegate shall serve for the elected delegate at the Assembly from which the elected delegate has been excused.

- E. The alternate delegate shall serve the remainder of the elected delegate's term at the Assembly for an elected delegate's unexcused absence.
- F. Alternate delegates shall be informed as to the elected delegate they are replacing for the length of that term.

SECTION 7: SPECIAL MEETINGS

- A. The Delegate Assembly or Board of Directors may call a special meeting of the Delegate Assembly.
- B. Notice of the meeting and the agenda to be considered at a Special Delegate Assembly shall be mailed / transmitted to the current list of delegates at least thirty (30) days in advance of the Special Delegate Assembly.
- C. The time and place of the meeting shall be determined by the Delegate Assembly or the Board of Directors; whichever has called the special meeting.
- D. No business may be considered at a Special Delegate Assembly except that listed on the agenda.
- E. A majority of its registered delegates shall constitute a quorum for the Special Delegate Assembly.
- F. The NSEA Board of Directors and its officers shall be voting delegates to the Special Delegate Assembly.

ARTICLE IV: BOARD OF DIRECTORS

SECTION 1: COMPOSITION

- A. The Board of Directors shall include the President of the Nevada State Education Association, the Vice-President of the Nevada State Education Association, the Secretary-Treasurer of the Nevada State Education Association, all the NEA Directors for Nevada, any non-voting members consisting of any At-Large NEA Directors, and members elected by each of the following groups on the one-person, one-vote principle, open nominations and secret ballot procedures:
 - 1. Twelve Directors representing the members of the Clark County Education Association and NSEA Administrator members from Clark County.
 - 2. Six Directors representing the members of the Education Support Employees Association of Clark County.
 - 3. Three Directors representing the Washoe Education Association and NSEA Administrator members from Washoe County.
 - 4. One Director representing the members of the Washoe Education Support Professionals.
 - 5. Three Directors representing the UniServ units in the remaining local county affiliates and NSEA Administrator members in the rural counties.
 - 6. The elected Presidents representing each of the affiliates of CCEA, WEA, ESEA, WESP, and the elected Presidents of UCN and NSEA-R will each have one vote.
 - 7. One Director representing retired members.
 - 8. One Director representing student members.

- B. Every three (3) years, the NSEA Board of Directors shall review the number of directors representing each of the groups listed in SECTION 1-A of this article, using the NEA's Achieving Minimum Affiliation Standards formula. If necessary, the Board of Directors will propose bylaw changes in an effort to maintain NEA affiliation standards in the year the review indicates non-compliance. In addition, the NSEA Board of Directors will review the ethnic minority content of the Board of Directors resulting from Director elections. In the event the percentage falls below the 25% (twenty five percent) or the actual percentage of ethnic minority K-12 and Education Support Professionals in counties where NSEA has affiliates, whichever is higher, a plan for representation shall be developed by the NSEA Board of Directors and implemented, resulting in minority representation at least equal to the actual percentage of ethnic minority K-12 and ESP where NSEA has affiliates.

SECTION 2: ELECTIONS

- A. Directors from the entities shall be elected on an at-large basis within the corresponding constituency. Each of the geographic/membership groups shall make every reasonable effort to elect ethnic-minority representation at least proportionate to its ethnic-minority membership.
- B. Board of Directors members from each of the groups shall be elected on a staggered basis by the active NSEA members in each area or employment level to be represented. The election shall take place no less than fifteen (15) days prior to the time of the annual meeting of the Delegate Assembly.

SECTION 3: TERM OF OFFICE

- A. The term of office for a Director shall be three years. A Director may not serve more than two (2) consecutive, elected terms, including over one-half (1/2) of an appointed term to fill a vacancy, from the same area or employment level.
- B. The term of office for a Director shall begin at the close of NEA Representative Assembly. The term of office for a non-voting Director shall be from one to three years. The term shall be established by the NSEA Board of Directors, upon recommendation from the entity/membership group represented. (DA 2009)

SECTION 4: VACANCIES

- A. Vacancies on the Board of Directors shall be filled by appointment made by the official Board(s) in each area or employment level of the group to be represented for the remainder of the unexpired term created by the vacancy.
- B. At the conclusion of the term, the person appointed would then be free to run for election in the normal manner and for the number of terms specified in the Bylaws.

SECTION 5: QUALIFICATIONS

- A. All members in each area or employment level represented on the Board of Directors shall be eligible to file for the office of Director under open nominations.
- B. Active membership must be held for at least two (2) years immediately preceding the nomination to qualify for a position of Director.

SECTION 6: VOTING

- A. All members in each area or employment level represented on the Board of Directors shall have an opportunity, by secret written ballot to vote in the elections of Directors, with the exception of "C" below.

- B. A majority of votes cast shall determine the election, with the exception of "C" below. With multiple candidates for one position in which no candidate receives a majority vote, the next ballot shall contain the names of the two people who received the largest number of votes and no place for a write-in. In elections for multiple positions with multiple candidates, the candidates garnering the highest number of votes for the available position(s) shall prevail, provided the total of their votes represents a majority of votes cast. In the event that no majority of votes cast is achieved on the first ballot, the next ballot shall contain the names, selected in descending order of votes, of the number of candidates needed to fill the positions, plus the next candidate and no place for a write-in.
- C. In the event the number of nominees for Director matches the open Director seats (no opposition), the election will be declared in favor of the existent nominee, without conducting a formal ballot.

SECTION 7: DUTIES

The Board of Directors shall:

- A. Be responsible for the general management of the NSEA;
- B. Submit a proposed budget for the NSEA to the Delegate Assembly for adoption and have the authority to amend the budget as needed between Delegate Assemblies.
- C.
 - 1. Originate NSEA Board policy and report to the Delegate Assembly;
 - 2. Originate NSEA Association policy in situations requiring timely action. These policies shall be subject to the approval of the next Delegate Assembly.
- D. Report all policy decisions to the Delegate Assembly.
- E. Institute a procedure for selection of representatives from units who fail to meet the 15-day time line for transmission of names of local unit delegates.
- F. Fill the vacancy(s) of the Vice-President, Secretary-Treasurer, and the NEA Directors.
- G. Approve Standing or Special Committee appointments.
- H. Have the authority to amend the budget as needed between Delegate Assemblies.
- I. Have the authority to make technical and editorial corrections to the NSEA Bylaws. The Board shall report any corrections to the next Delegate Assembly.

SECTION 8: ABSENCES

For the Directors elected to represent entity membership, three absences within any single membership year shall constitute a vacated position.

SECTION 9: BOARD VOTING

- A. Members of the Board of Directors must be present in order to cast a vote.
- B. Members of the Board of Directors shall have one vote unless any member of the Board asks that the weighted vote be used.
- C. A per-member represented, weighted vote may be applied in any decision including adoption of an emergency policy if a member of the NSEA Board of Directors requests that the weighted vote be used.
- D. Weighted voting may be used under the following conditions:

1. Weighted voting shall not be used as a means for achieving the one-person, one-vote standard on the NSEA Board;
 2. At no time shall the weighted vote for an election district be increased by, or be diminished by more than .499 of a whole vote;
 3. Officers shall be granted one vote each whenever the weighted vote is called.
- E. The proportionate vote for each area or employment level shall be based upon the NSEA official paid membership records as of February first (1st) prior to Delegate Assembly. The Executive Director shall notify each Director and elected officer of the official count and per-member value of his/her proportionate vote at the first Board meeting following the Delegate Assembly.

SECTION 10: RECALL

- A. After six (6) months in office, a member of the Board of Directors of the Association may be recalled for violation of the Code of Ethics of the Education Profession, for misfeasance, for malfeasance, or for nonfeasance in office.
- B. Recall proceedings shall be initiated by the filing of a recall petition with the NSEA Executive Director. The recall petition shall be on a form specified by the NSEA and shall, among other things, contain (1) a statement of the specific grounds for the recall, and (2) the signatures of at least 25% of the number of NSEA Active members in the affiliate as of the close of the membership year immediately preceding the membership year in which the petition is filed where that NSEA Director is elected by all NSEA active members in that affiliate.
- C. The NSEA Executive Director shall determine whether the recall petition complies with the Association's filing requirements. If it does, the NSEA Executive Director shall send a copy of the recall petition, including any documents filed in support thereof, to the Director named in the petition. If the Director contends that the attempted recall is based upon actions taken by him/her in support of the Constitution, Bylaws and/or established policies of the NSEA or NEA, he/she may request a review by the Board of Directors. If two-thirds (2/3) of the Board of Directors sustains the contention of the Director, the recall petition shall be dismissed. If the Board of Directors fails to sustain the contention of the Director, or if a request for a review is not made, the NSEA Executive Director shall direct the relevant representative area to conduct a recall election.
- D. A recall election shall be conducted in accordance with rules of procedure adopted by the NSEA Board of Directors, provided that:
1. All the NSEA active members in that representative area as of the date of the recall election shall be eligible to vote;
 2. The recall election shall be by secret ballot; and
 3. Two-thirds (2/3) of the valid ballots cast shall be required for a recall.
- E. The pendency of recall proceedings shall have no effect upon the right of the Director to function as a member of the NSEA Board of Directors. If a Director is recalled, the resulting vacancy shall be filled pursuant to ARTICLE IV, SECTION 4: VACANCIES provided that the recalled Director shall not be eligible for appointment to the vacancy or such other vacancy as may occur in a Director position from that representative area. The recall of a Director shall not disqualify him/her from subsequent election to the NSEA Board of Directors or other NSEA office(s), nor shall it in any other way affect his/her rights as a member of the Association.
- F. If a recall petition is filed where there is a pending NSEA disciplinary proceeding against

the Director, which could result in his/her removal from the NSEA Board of Directors, the processing of the recall petition shall be stayed until the disciplinary proceeding is concluded.

- G. The NSEA Board of Directors shall adopt rules of procedure to implement the provisions of the Bylaw.

SECTION 11: MEETINGS

- A. The Board of Directors shall meet at least four (4) times during the NSEA fiscal year.
- B. A special meeting of the directors may be called by the President or by petition of a weighted vote majority of the Board of Directors. These special meetings may be in person or through a phone/telecommunications system conference. Any action taken during a phone/telecommunications system conference must be ratified during the Board's next regular meeting.
- C. A majority of the Board of Directors shall constitute a quorum for the consideration of business.

ARTICLE V: OFFICERS

SECTION 1: ELECTED OFFICERS

The elected officers of the NSEA shall consist of the President, Vice-President, Secretary-Treasurer, and the NEA Directors, who shall be voting members of the NSEA Board and Delegate Assembly. A member can hold only one (1) NSEA elected office at a time. This bylaw becomes effective immediately upon passage.

SECTION 2: QUALIFICATIONS

Active membership must be held for at least two (2) years immediately preceding the nomination to qualify for the offices of President, Vice-President, Secretary-Treasurer, and NEA Director.

SECTION 3: OFFICERS' DUTIES, TERMS AND VACANCIES

A. PRESIDENT

The President shall be the chief elected officer of the Association and its policy leader. The position of President shall be full-time release. A full-time release president is defined as an active member, who is elected as NSEA President, serving full-time as President of NSEA with no responsibilities for the job from which he/she is being released. The teacher-partner concept does not meet the definition of full-time release.

1. Duties:

The President shall:

- a. represent the Association as spokesperson on matters of policy or assign, at the President's discretion, responsibility for such representation;
- b. prepare the agendas and preside at meetings of the Board of Directors and Delegate Assembly;
- c. prepare, with the Secretary-Treasurer, the Executive Director and the Budget Committee, a budget for submission to the Delegate Assembly;
- d. appoint chairpersons and members of standing or special committees with the approval of the Board of Directors;

- e. chair the NSEA-TIP Board;
- f. represent Nevada on the Council for the NEA Fund for Children and Public Education;
- g. act as the Alternate NEA Director to attend NEA Board Meetings when an NEA Director is unable to attend;
- h. meet regularly with the other officers of the Association and the Executive Director;
- i. serve as an ex-officio member on all committees;
- j. perform such other duties as assigned by the Delegate Assembly and/or the Board of Directors;
- k. visit all local affiliates each year.

2. Term of Office:

The office of President is a three-year term. A person elected to the office of President is eligible for two consecutive terms and shall serve until a successor is elected. The term of the President shall begin at the close of the NEA Representative Assembly in the year that the President's election has occurred.

3. Vacancy:

If the office of the President shall become vacant, the Vice-President shall become President for the interim period prior to the annual meeting of the Delegate Assembly, at which time a special election shall be held.

The member elected to the office of president during the special election shall complete the unfulfilled term of president. However,

- a) If the vacancy occurs during the first half of the three (3) year term, the member filling the vacancy is eligible for one (1) additional term.
- b) If the vacancy occurs during the second half of the three (3) year term, the member filling the vacancy is eligible for two (2) additional terms.
- c) The first half of a term is defined as the first eighteen (18) months after the member takes office.
- d) The second half of a term is defined as the eighteen (18) months which begins the day following the eighteen (18) months after the member takes office.

B. VICE-PRESIDENT

1. Duties:

The Vice-President shall:

- a. act as President when he/she is absent;
- b. coordinate all committees;
- c. act as Vice-Chairperson of NSEA-TIP;

- d. act as the second Alternate NEA Director to attend NEA Board meetings;
- e. and assume such other duties as assigned by the Delegate Assembly, President and/or the Board of Directors.

2. Term of Office:

The office of the Vice-President shall be a three-year term. A person elected to the office of the Vice-President is eligible for two consecutive terms and shall serve until a successor is elected. The term of the Vice-President shall begin at the close of the NEA Representative Assembly in the year that the Vice-President's election has occurred.

3. Vacancy:

If the office of the Vice-President becomes vacant, the Board of Directors shall select from among the members of the Board an acting officer who shall serve until the next meeting of the Delegate Assembly, at which time a special election shall be held. (DA 2010)

If the office of Vice President becomes vacant due to a vacancy in the office of President, when the special election for the President is concluded, the member who was serving as President shall return to the office of Vice President to fulfill the rest of Vice President term of office.

However, if the Vice President, who was serving as President, is elected to the office of President in the special election, the office of Vice President shall be declared vacant. The office of Vice President shall be filled by the Board of Directors, who shall select from among the members of the Board an acting officer who shall serve until the next meeting of the Delegate Assembly, at which time a special election shall be held. The member elected to the office of Vice President at the special election shall complete the unfulfilled term of Vice President. However,

- a) if the vacancy occurs during the first half of the three (3) year term, the member, elected to fill the vacancy, is eligible to serve one (1) additional term.
- b) if the vacancy occurs during the second half of the three (3) year term, the member, elected to fill the vacancy, is eligible for two (2) additional terms.
- c) The first half of a term is defined as eighteen months (18) after the member takes office.
- d) The second half of a term is defined as the eighteen (18) months which begins the day following the eighteen (18) months after the member takes office.

C. SECRETARY-TREASURER

1. Duties:

The Secretary-Treasurer shall:

- a. serve as Chairperson of the Budget Committee;
- b. be responsible for preparing records of all official meetings and for distributing minutes of all such meetings;

- c. make financial reports as required by the Board of Directors, Delegate Assembly and/or the President;
- d. perform such other duties as assigned by the Delegate Assembly, Board of Directors and/or the President.

2. Term of Office:

The office of Secretary-Treasurer is a three-year term. A person elected to the office of Secretary-Treasurer is eligible for two consecutive terms and shall serve until a successor is elected. The term of the Secretary-Treasurer shall begin at the close of the NEA Representative Assembly in the year that the Secretary-Treasurers' election occurred.

3. Vacancy:

If the office of the Secretary-Treasurer becomes vacant, the Board of Directors shall select from among the members of the Board an acting officer who shall serve until the next meeting of the Delegate Assembly, at which time a special election shall be held.

The member elected to the office of Secretary/Treasurer at the special election shall complete the unfulfilled term of the Secretary/Treasurer. However,

- a) If the vacancy occurs during the first half of the three year term, the member filling the vacancy is eligible to serve one (1) additional term.
- b) If the vacancy occurs during the second half of the three (3) year term, the member filling the vacancy is eligible for two (2) additional terms.
- c) The first half of a term is defined as eighteen months (18) after the member takes office.
- d) The second half of a term is defined as the eighteen (18) months which begins the day following the eighteen (18) months after the member takes office

D. NEA DIRECTORS

1. Duties:

The NEA Directors shall represent the members of the NSEA on the National Education Association's Board of Directors and assume such other duties as may be assigned by the NSEA Board of Directors.

2. Term of Office:

The term of office of the NEA Directors shall be three years according to the Bylaws of the National Education Association. The term for the NEA Directors shall follow the NEA's fiscal year.

3. Vacancy:

If the office of one of the NEA Directors becomes vacant, the Board of Directors shall appoint an acting NEA Director who shall serve until the next annual NSEA Delegate Assembly, at which time a special election shall be held.

4. Governance:

The NEA Bylaws shall govern any other aspects of the NEA Directors not covered in these Bylaws.

SECTION 4: NOMINATIONS

Active members meeting the qualifications may be nominated for the office of President, Vice-President, Secretary-Treasurer or NEA Director. The nominations shall occur at the annual Delegate Assembly in the year that the election of the officer is scheduled. Nominations shall be made from the floor of the Delegate Assembly and shall follow the Delegate Assembly's adopted procedures.

SECTION 5: ELECTIONS

- A. Election of the officers shall occur at the Delegate Assembly in the year in which the election is scheduled.
- B. Voting shall be by ballot and shall take place on the last day the assembly is in session as adopted in the Delegate Assembly program.
- C. The ballot shall contain the names of the candidates and a place for a write-in for the position(s) of the officer(s) in the year in which the election is scheduled. In the event the number of nominees for office matches the open offices (no opposition), the election will be declared in favor of the existent nominee, without conducting a formal ballot.
- D. A majority of votes cast shall decide any election, except as provided in (C) above.
- E. In elections for single positions with multiple candidates for one position in which no candidate receives a majority vote, the next ballot shall contain the names of the two persons who received the largest number of votes.
- F. Elections shall be conducted under the direction of the Elections Committee in accordance with the rules adopted by the Delegate Assembly.

SECTION 6: IMPEACHMENT

- A. Elected officers of the Association may be impeached for violation of the code of Ethics of the Education Profession, for misfeasance, for malfeasance, or for nonfeasance in office.
- B. Impeachment proceedings against an elected officer shall be initiated by written petition submitted to the Board of Directors by at least 33% of the certified delegates to the Delegate Assembly.
- C. If, after a due process hearing, a two-thirds (2/3) vote of the Board of Directors shall sustain the charge, the office shall become vacant.

ARTICLE VI: EXECUTIVE DIRECTOR

The Executive Director is responsible to the Board of Directors, which shall prescribe the duties of the position.

ARTICLE VII: COMMITTEES

SECTION 1: STANDING COMMITTEES

The Standing Committees of the NSEA, which are appointed by the President and approved by the Board of Directors, are as follows:

- A. Delegate Assembly Standing Committees
 - 1. Elections and Credentials: The Elections and Credentials Committee is responsible for conducting elections for all officers, constitutional amendments at Delegate Assembly and other NSEA elections as directed by the President or the Board of Directors.

2. Resolutions: The Resolutions Committee is responsible for the maintenance of the Resolutions and the processing of proposed amendments to the Resolutions to be considered for action by the Delegate Assembly.
3. Bylaws and Rules: The Bylaws and Rules Committee is responsible for the maintenance of the Bylaws and Rules and the processing of proposed amendments to the Bylaws and Rules to be considered for action by the Delegate Assembly.
4. Budget Committee: The Budget Committee is responsible for the development and oversight of the NSEA Budget. The Budget Committee shall develop the proposed balanced budget based on the NSEA's strategic plan, core values, mission and vision statements. Prior to each Delegate Assembly preceding the new fiscal year, a proposed balance budget shall be presented to the NSEA Board for recommendation to the Delegate Assembly.

B. Member Advocacy Standing Committees/Programs

1. Minority Affairs Committee: The Minority Affairs Committee shall be responsible for the development and implementation of Association programs to ensure that ethnic-minority concerns are addressed.
2. Education Support Professionals Committee: The Education Support Professionals Committee shall be responsible for the development and implementation of Association programs to secure and maintain the professional rights of education support professionals.
3. Special Education Committee: The Special Education Committee shall be responsible for the development and implementation of Association programs to ensure that concerns particular to the field of Special Education are addressed; to assist local association committees in their endeavors to integrate state and local district guidelines into the regular education settings; to provide a resource of personnel and materials in the field of Special Education; to assist in the issues, needs, concerns and problems which arise as a result of implementation and inclusion, and to pursue appropriate legislation specific to Special Education.
4. Retiree Committee: The Retired Committee shall be responsible for the development and implementation of Association programs to continue to promote the interests and benefits of retired education employees and to utilize the expertise and experience of members to promote public education.
5. Student Program: The Student Program shall be responsible for the development and implementation of Association programs to continue to promote the interests and benefits of student members.

C. Strategic Priorities Standing Committees

1. Government Relations Committee: The Government Relations Committee shall be responsible for the development and implementation of Association programs to secure legislative support for public education, collective bargaining, retirement benefits, and the improvement of statutes and regulations regarding professional practices.
2. Membership Committee: The NSEA Membership Committee is charged with overseeing various membership programs and providing support to recruit new members, maintain current members, and recapture former members and to engage educators in the work of the Association.

3. Instruction and Professional Development Committee: The Instruction and Professional Development Committee shall be responsible for the development and implementation of Association programs to secure and maintain the inherent professional rights of teachers.

SECTION 2:

All Standing Committees shall report to the Delegate Assembly. They shall report to the Board of Directors or provided in these Bylaws, upon the request of the President.

SECTION 3:

The Board of Directors is authorized to determine the method of committee member selection which shall include ethnic-minority representation on each committee.

SECTION 4:

The NSEA President shall be an ex-officio member of all committees.

SECTION 5:

Unless otherwise directed by the Delegate Assembly, the Board of Directors is authorized to establish standing or ad hoc committees.

- A. Delegate Assembly Standing Committees exist to facilitate the operation of the NSEA Delegate Assembly.
- B. Member Advocacy Standing Committees or Programs make recommendations to the governing bodies on matters of concern to the constituencies that they represent.
- C. Strategic Priority Standing Committees advance one or more of NSEA's strategic priorities.

ARTICLE VIII: AFFILIATION

SECTION 1:

The NSEA shall be affiliated with the National Education Association (NEA) under its rules and shall accept as members those persons who join the NEA and the appropriate affiliated local associations where available.

SECTION 2:

A local affiliate shall be granted NSEA status whenever the Board of Directors shall determine that the local affiliate fulfills requirements established either by the Delegate Assembly, the Board of Directors, or both.

SECTION 3:

The NSEA shall affiliate a local association when it meets the following minimum standards:

- A. Each affiliate shall apply the one-person, one-vote principle for representation on its governing bodies except that the affiliate shall make every reasonable effort to have ethnic-minority representation at least proportionate to its ethnic-minority membership;
- B. The affiliate shall conduct all elections with open nominations and a secret ballot;
- C. The affiliate shall require membership in the NSEA and in the NEA;

- D. The affiliate shall have the same membership year as that of the NSEA; and
- E. The affiliate shall guarantee that no member of said affiliate may be censured, suspended, or expelled without a due process hearing, which shall include appropriate appellate procedures.
- F. Have a dues transmittal contract with NSEA.

SECTION 4:

Local affiliate / chapter shall consist of:

- A. an all-inclusive membership, or;
- B. a local teacher association, and/or a group of local teacher associations, or;
- C. professional employees of institutions of higher education, including community and adult education, or;
- D. retired chapters, or;
- E. education support professionals, or;
- F. student chapters.

SECTION 5:

NSEA local affiliates must:

- A. have a minimum of ten (10) active NSEA members, schedule at least one general meeting each year;
- B. adopt bylaws consistent with the Bylaws of the NSEA and NEA;
- C. elect officers;
- D. elect delegates to the Delegate Assembly as provided by these Bylaws; and,
- E. maintain effective contact with NSEA by submitting lists of officers, school representatives, and local committee members by October first (1st) of each year.

SECTION 6:

A copy of the current local association bylaws shall be filed with the NSEA.

SECTION 7:

The NSEA shall not recognize functionally similar local affiliates as listed in SECTION 4 of this article in the same geographic area.

SECTION 8:

No local association may be censured, suspended, or disaffiliated except by due process hearing before the Tripartite Review Panel whose decision shall be final and binding.

SECTION 9:

The Tripartite Review Panel shall have the power to censure, suspend, or disaffiliate a local association for just cause.

SECTION 10:

Updated 9/21/16

Page 16

The Board of Directors may recommend censure, expulsion, disaffiliation, or reinstatement of a local association to the Tripartite Review Panel.

SECTION 11:

The Tripartite Review Panel shall be comprised of three (3) local member association presidents as follows:

- A. The aggrieved party picks one (1) member of the panel. In no case shall the aggrieved party select himself/herself.
- B. The NSEA President picks one (1) member of the panel.
- C. The third member will be selected by means of a striking process by the two (2) members selected for the panel. Names will alternately be struck from the list of remaining local association presidents.
- D. A flip of a coin shall determine the striking order with the last remaining name serving as chairperson of the panel.
- E. The decision of the Tripartite Review Panel shall be final and binding.

SECTION 12:

The Board of Directors shall review the qualifications of affiliated organizations at least every five (5) years.

ARTICLE IX: PARLIAMENTARY AUTHORITY

The rules contained in the current edition of ROBERT'S RULES OF ORDER NEWLY REVISED shall govern the NSEA in all cases to which they are applicable and in which they are not inconsistent with the Bylaws and any special rules of order the NSEA may adopt.

ARTICLE X: AMENDMENTS

SECTION 1:

The NSEA's Delegate Assembly, by a two-thirds (2/3) vote of those present and voting, shall have the power to amend the Bylaws. If authorized by a resolution of the Delegate Assembly, the Board of Directors, by a two-thirds (2/3) vote of those present and voting, have the power to amend the Bylaws.

SECTION 2:

Active members of the NSEA may also amend the Bylaws by a two-thirds (2/3) vote of those voting by initiative petition and referendum.

SECTION 3:

The proposed amendments, signed by the maker and the seconder, must be submitted to the Executive Director, in the NSEA office, no later than seventy (70) days before the Delegate Assembly at which the proposal is to be considered. All proposed amendments to the Bylaws shall be published in the NSEA's official publication at least fifty (50) days prior to the date established for vote.

ARTICLE XI: DISSOLUTION OF THE ORGANIZATION

SECTION 1:

In the unlikely event of the dissolution/discontinuance of the organization herein defined, the Board of Directors shall direct the assets of the organization to be sold at fair market value, and the proceeds from such sales to be used to pay all of the organization's debts. Proceeds remaining after debt resolution shall be distributed to: 1) a

non-profit education employee retiree health insurance program, if in existence; or 2) if one does not exist, a 501 c (3) organization (charitable) as directed by a vote of the membership of record as of the dissolution.

ARCHIVE NOTES

These Bylaws were approved by the 1973 Delegate Assembly. (See Delegate Assembly minutes dated April 26-28, 1973.) These Articles of Incorporation and Bylaws became effective July 31, 1973.

These Bylaws were amended by the 1975 Delegate Assembly: Article VI, Sections 10 and 12. (See Delegate Assembly minutes dated May 2-4, 1975.)

These Bylaws were amended by the 1976 Delegate Assembly: Article VI, Section 2 and Article VII, Section 6. (See Delegate Assembly proceedings dated May 7-9, 1976.)

These Bylaws were amended by the Board of Directors on September 6, 1976: Article VI, Sections 15; Article VII, Section 2, 3, 4 and 8. (See Board of Directors minutes dated September 6, 1976.)

These Bylaws were amended by the 1977 Delegate Assembly: Article II, Sections 2 and 3; Article III, Section 2; and Article IV, Section 1. (See Delegate Assembly proceedings dated April 29-30 and May 1, 1977.)

These Bylaws were amended by the 1978 Delegate Assembly: Article XI, Section 8. (See Delegate Assembly proceedings April 21-23, 1978.)

These Bylaws were amended by the 1979 Delegate Assembly: Article II, Sections 7; Article III, Sections 1, 2, 3, 4, and 5; Article IV, Section 1; Article III, Section 1. (See Delegate Assembly proceedings dated May 4-6, 1979.)

These Bylaws were amended by the 1980 Delegate Assembly: Article II, Section 1; and Article VII, Section 6. (See Delegate Assembly proceedings dated May 16-18, 1980.)

These Bylaws were amended by the 1981 Delegate Assembly: Article II, Sections 1, 2 and 4; Article IV, Section 3; Article VI, Section 1; and Article VII, Sections 4 and 6, added a new Section 11. (See Delegate Assembly minutes, May 15-17, 1981.)

These Bylaws were amended by the 1982 Delegate Assembly: Article IV, Sections 1 and 2. (See Delegate Assembly proceedings May 1-2, 1982.)

These Bylaws were amended by the 1983 Delegate Assembly: Article V, Sections 3 and 4; and Article VI, Section 1. (See Delegate Assembly proceedings May 13-15, 1983.)

These Bylaws were amended by the 1984 Delegate Assembly: Article II, Section 1, Sections 5 and 6 (5, 6 and 7, rennumbers to 6, 7 and 8); Article VI, Section 2. (See Delegate Assembly proceedings May 18-20, 1984.)

These Bylaws were amended by the 1985 Delegate Assembly: Article III, Sections 2 and 3. (See Delegate Assembly proceedings May 17-19, 1985.)

These Bylaws were revised by the 1986 Delegate Assembly: Article III, IV, V, VI, VII, VIII, IX, and X. (See Delegate Assembly minutes of May 16-18, 1985.)

These Bylaws were amended by the 1987 Delegate Assembly: Article III, Section 3, A. and Article VII, Section 1. (See Delegate Assembly minutes of May 15-17, 1987. By Delegate Assembly authorization, the Board amended Article III, Section 3, A.)

These Bylaws were amended by the 1988 Delegate Assembly: Article VIII, Section 4, E and F. (See Delegate Assembly minutes of April 15-17, 1988. By Delegate Assembly authorization, the Board amended Article VIII, Section 4, E and F.)

These Bylaws were amended by the 1989 Delegate Assembly: Article II, Section 1, A and D, and Section 4; Article V, Section 2, A; Article VIII, Section 3 E, 4, 8 and 11; Article VI, Section 1 and 2. (See Delegate Assembly minutes of April 28-30, 1989.)

These Bylaws were amended by the 1990 Delegate Assembly: Article I, Article VI, Section 1 and A 1 and Section 7 C; Article VII, Section 1 E. (See Delegate Assembly minutes of April 27-29, 1990.)

These Bylaws were amended by the 1991 Delegate Assembly: Article VI, Section 1. (See Delegate Assembly minutes of April 19-21, 1991.)

These Bylaws were amended by the 1992 Delegate Assembly: Article III, Section 5E; Article V, Section 7; Article VI, Section 1, A and B, and Section 2A; Article VI, Section 3; Article VI, Section 11B. (See Delegate Assembly minutes of May 15-17, 1992.)

These Bylaws were amended by the 1993 Delegate Assembly: Article V, Section 5, B and D; Article VI, Section 3B; Article VIII, Section 12; Article X, Section 3. (See Delegate Assembly minutes of April 23-25, 1993.)

These Bylaws were amended by the 1994 Delegate Assembly: Article III, Section 3; Article IV; Article V, Section 7A; Article VII, Section 1-B. (See Delegate Assembly minutes of April 22-24, 1994.) By Delegate Assembly authorization, the Board amended Article III, Section 3-D, and Article IV.

These Bylaws were amended by the 1995 Delegate Assembly: Article III, Section 3.A.1.c; Article III, Section 3.B.3; Article III, Section 3.C.3. (See Delegate Assembly minutes of May 19-21, 1995.)

These Bylaws were amended by the 1996 Delegate Assembly: Article III, Section 3. 2 & 3; Article II.C.1-3; Article V, Sections 4-6; Article VII, Section 1.E. (See Delegate Assembly Minutes of May 17-19, 1996.)

These Bylaws were amended by the 1997 Delegate Assembly: Article IV, Section 4 and 5.A; Article VI, Section 1.A.1, 1.A.2, 1.A.3, 1.A.4, 1.A.6, 1.B and 2; Article VIII, Section 4.F. (See Delegate Assembly Minutes of April 18-20, 1997.)

These Bylaws were amended by the 1998 Delegate Assembly: Article II, Section 2; Article III, Section 3.A.2, 3.B.2, 3.D.2, 5.C and 5.D; Article VI, Section 1.4, 2.A, and 6.B; Article XI, Section 1. (See Delegate Assembly minutes of April 24-26, 1998.)

These Bylaws were amended by the 1999 Delegate Assembly: Article II, Section 1.C.1. (See Delegate Assembly minutes of May 21-23, 1999.)

These Bylaws were amended by the 2000 Delegate Assembly: Article III, Section D.1.A; Article V, Section 5.A; Article V, Section 7.A; and Article VI, Section 1.A.5. (See Delegate Assembly minutes of April 7-9, 2000.)

These Bylaws were amended by the 2001 Delegate Assembly: Article VII, Section 1. (See Delegate Assembly minutes of April 27-29, 2001.)

These Bylaws were amended by the 2002 Delegate Assembly: Article I, Article II, Sections 1.A.2 and 1.A.3; Article VII, Sections 1.D and 1.F; and Article VIII, Section 4.E. (See Delegate Assembly minutes of April 26-28, 2002.)

These Bylaws were amended by the 2003 Delegate Assembly: Article III Sections A.f. and 5.E.; Sections Article VI, Sections 3.B., 6.A., 6.B., 6.C. and Section 8. (See Delegate Assembly minutes of April 4-6, 2003.)

These Bylaws were amended by the 2004 Delegate Assembly: Article VI Sections 1.B. (See Delegate Assembly minutes of April 23-25, 2004.)

These Bylaws were amended by the 2005 Delegate Assembly: Article III Sections 3.A, 3B, 3C. Article VI Section 1A.6. (See Delegate Assembly minutes of April 16-17, 2005.)

These Bylaws were amended by the 2006 Delegate Assembly: Article VI: Section 1.A.1, A.2, A.3, A.4 (new language) (4, 5, 6, 7, renumbered to 5, 6, 7, 8.) (See Delegate Assembly minutes of April 29-30, 2006.)

These Bylaws were amended by the 2007 Delegate Assembly: Article I, Article II A.3, B, C.4, C.5, C.6, D.2, D.3, D.4, F.2, Article IV 5.B, 10.E, Article V B.1.d. (See Delegate Assembly minutes of April 28-29, 2007.)

No Bylaws amendments were proposed for the 2008 Delegate Assembly. (See Delegate Assembly minutes of April 23-24, 2008)

These Bylaws were amended by the 2009 Delegate Assembly: Article II.3.B; Article IV Section 3.B and Section 7.B; Article VII, Section 1.6, and H (new language). (See Delegate Assembly minutes of April 25-26, 2009)

These Bylaws were amended by the 2010 Delegate Assembly: Article II, Section 1.A.1.a, 1.A.1.c, Section 1.B, Article II, Section 1.C, Section 2.A, 2.B, Section 6.B, Article IV, Section 1.A.8, Section 7.I (new language), Article V, Section 1, Section 3.A.3, Section 3.B.3, Section 3.C.3, Article VII, Section 1.G, 1.H, 1.I. (See Delegate Assembly minutes of April 24-25, 2010)

These Bylaws were amended by the 2011 Delegate Assembly: Article II. Section 1.A.5 (new language). (See Delegate Assembly minutes of May 14-15, 2011)

These Bylaws were amended by the 2012 Delegate Assembly: Article II, Section 1.B.5. (See Delegate Assembly minutes of April 28-29, 2012)

These Bylaws were amended by the 2013 Delegate: Article II 1.B.1; Article III. Section 7.B.B; Article VII 5.A.B; Article VIII.4. (See Delegate Assembly minutes of April 20-21, 2013)

These Bylaws were amended by the 2014 Delegate Assembly: Article IV 1.B; Article VII Section 1.A.1, 2, 3; B.1, 2, 3, 4, 5; C. 1, 2, 3 and Section 5.A.B. (The effective date of these adopted bylaw amendments will be August 31, 2014. See Delegate Assembly minutes of March 22-23, 2014)

These Bylaws were amended by the 2015 Delegate Assembly: Article VII Section 1.4; Article IV Section 1.A; Article VIII Section 3.F; Article IV Section 1.A.6. (See Delegate Assembly minutes of April 24-26, 2015)

No Bylaw amendments were proposed for the 2016 Delegate Assembly.

Exhibit E

Exhibit E

**NEVADA STATE EDUCATION ASSOCIATION
Proposed Bylaw Amendments
For Consideration by the 2015 Delegate Assembly**

The Bylaws of the Nevada State Education Association require the organization to publish proposed bylaw amendments in the official publication of the organization in advance of their consideration at Delegate Assembly. The following bylaw amendments have been submitted for consideration.

- Items underlined and bolded represent proposed new language.
- ~~Items with strikeouts are proposals to eliminate language.~~

BYLAW PROPOSAL #1

MAKER: BYLAWS COMMITTEE

ARTICLE VII: COMMITTEES
SECTION 1

Amend by addition:

4. The Budget Committee is responsible for the development and oversight of the NSEA Budget. The Budget Committee shall develop the proposed balanced budget based on the NSEA's Strategic Plan, Core Values, Mission and Vision statements. Prior to each Delegate Assembly preceding the new fiscal year, a proposed balanced budget shall be presented to the NSEA Board for recommendation to the Delegate Assembly.

RATIONALE: *The Delegate Assembly adopts the budget so the Budget Committee should become a Standing Committee of the Delegate Assembly.*

BYLAW PROPOSAL #2

MAKER: BYLAWS COMMITTEE

ARTICLE IV: BOARD OF DIRECTORS
SECTION 1.A.

Amend by addition and deletion:

- A. The Board of Directors shall include the President of the Nevada State Education Association, the Vice-President of the Nevada State Education Association, the Secretary-Treasurer of the Nevada State Education

Association, ~~the two~~ all the NEA Directors for Nevada, any non-voting members consisting of any At-Large NEA Directors, and members elected by each of the following groups on the one-person, one-vote principle, open nominations and secret ballot procedures:

RATIONALE: *The reason for deleting the wording "the Two" before the words NEA Director is if NSEA's membership increased, NSEA would qualify for an additional NEA Director. That would mean the bylaw would need to be changed each time this happened.*

The reason for adding new language is we currently have an NEA At-Large Director from Nevada who sits on the NEA Board of Directors. This member was elected at the Representative Assembly because it is an "at large" position. Currently this NEA At-Large Director currently sits with the NSEA Board of Directors as a guest.

NSEA needs to have any member who was elected in an At-Large position on the NEA Board, as part of our Board also.

BYLAW PROPOSAL #3

MAKER: SUE STRAND

SECONDER: NATHA ANDERSON

ARTICLE VIII: AFFILIATION

Amend by addition:

F. Have a dues transmittal contract with NSEA.

RATIONALE: *The NEA Bylaws state there is to be an agreement between the state and local affiliates. This bylaw would place NSEA in compliance with the NEA Bylaws.*

BYLAW PROPOSAL #4

MAKER: SUE STRAND

SECONDER: GLORIA GAZAWAY

ARTICLE IV: BOARD OF DIRECTORS

SECTION 1.A: COMPOSITION

Amend by addition:

6. The elected Presidents representing each of the affiliates of CCEA, WEA, ESEA, WESP, and the elected Presidents of UCN and NSEA-R, will each have one vote.

RATIONALE: *This bylaw proposal will have all presidents on the NSEA Board.*

Exhibit F

Exhibit F

Bylaws of the National Education Association of the United States

1. Objectives

1-1. Specific Objectives.

The specific objectives directed toward the achievement of the stated goals of the Association shall be:

- a. To improve the structure of the Association to ensure the full and effective participation of all members, thereby establishing and maintaining an independent, self-governing organization;
- b. To promote continuous improvement of instruction and of curriculum;
- c. To promote and to protect the rights and welfare of its members;
- d. To advance professional rights and to enhance professional responsibilities to further the consistent development and improvement of the profession and its practitioners;
- e. To work among the American people for broad support of education and for improved attitudes toward the profession;
- f. To secure adequate financial support for public education;
- g. To promote the rights and welfare of all students;
- h. To assist each student in realizing his or her maximum potential;
- i. To develop and provide leadership in solving social problems; and
- j. To protect and support its members as employees in disputes with employers or with those acting on behalf of employers.

2. Membership

2-1. Categories.

a. There shall be six (6) categories of membership in the Association: Active, Student, Retired, Substitute, Reserve, and Staff.

b. Active membership shall be open to any person (i) who is employed by or in a public school district, public or private preschool program, public or private college or university, or other public institution devoted primarily to education, regardless of the specific nature of the functions that the person performs at the work site and regardless of who actually employs the person; (ii) who is employed by a public sector employer other than a school district, college or university, or other institution devoted primarily to education but who is employed primarily to perform educational functions; (iii) who is on limited leave of absence from the employment described in items (i) and (ii) above; (iv) who is a member of a state affiliate in the state affiliate's Active (or equivalently designated) membership category; or (v) who is serving as an executive officer of the Association or of a state or local affiliate. The Association shall continue to allow Active membership to those Active members (i) who have been laid off due to a reduction in force for as long as such persons are eligible to be

ballot measures and legislative crises, and forty percent (40%) shall be available for national and state media campaigns to advance the cause of public education and publicize the role of the Association and its affiliates in improving the quality of public education.

Where necessary to avoid legal problems under state law, the Association and a state affiliate may, at the request of the state affiliate, enter into a written agreement providing that the money collected from members of that state affiliate shall not be used to deal with ballot measures, but shall be used only to deal with legislative crises and/or to fund national and state media campaigns. The Executive Committee shall develop guidelines to implement this Bylaw. These guidelines shall be submitted to the Board of Directors, and shall become effective when approved by the Board of Directors.

The NEA president shall make a report regarding the operation of the Ballot Measure/Legislative Crises and Media Campaign Fund, which shall include a financial statement, to each Representative Assembly.

o. Beginning with the 2002-2003 membership year: (1) Active members engaged in or on limited leave of absence from professional educational employment who pay annual dues as calculated pursuant to Bylaw 2-7.a (hereinafter "base annual dues") shall pay an additional one dollar (\$1) in annual dues; and (2) Active members who pay less than base annual dues, Reserve members, and Staff members shall pay an additional fifty cents (\$.50). These additional dues shall be

allocated to the NEA Foundation for the Improvement of Education.

p. Beginning with the 2013-2014 membership year, the annual membership dues of Active members of the Association, as computed pursuant to Bylaw 2-7.a, shall be increased by three dollars (\$3.00). These dues increases shall be allocated to a Special Fund to help NEA affiliates advance the goal of great public schools for all students.

The Executive Committee shall develop guidelines to implement this Bylaw. These guidelines shall be submitted to the Board of Directors, and shall become effective when approved by the Board of Directors.

The NEA president shall make a report regarding the operation of the Special Fund, which shall include a financial statement, to each Representative Assembly.

2-9. Dues Transmittal and Enforcement Procedures.

a. The Association shall enter into contracts with state affiliates governing the transmittal of Association dues. State affiliates shall have the full responsibility for transmitting Association dues from local affiliates on a contractual basis. Local affiliates shall have the full responsibility for transmitting state and Association dues to state affiliates on a contractual basis. Standards and contracts for transmitting dues shall be developed between the state affiliate and each local affiliate.

b. A local shall transmit to a state affiliate and a state affiliate shall transmit to the Association at least forty (40) percent of the Association dues receivable for the

year by March 15 and at least seventy (70) percent of the Association dues receivable for the year by June 1; the percentage shall be based upon the last membership count prior to January 15, and upon a membership year beginning September 1, unless the contracted transmittal schedule stipulates otherwise.

(1) A local or state affiliate which becomes delinquent in its contracted transmittal schedule by more than thirty (30) days shall be assessed a penalty of two (2) percent per month on the overdue balance.

(2) Except as otherwise provided in 2-9.b (3) or (4), the delegates representing a state affiliate that has not transmitted at least forty (40) percent of the dues receivable for the year by March 15 and seventy (70) percent of the dues receivable for the year by June 1 shall have no right to participate in the NEA Representative Assembly at the Annual Meeting other than to (i) participate in elections for Association officers and (ii) vote on increases in Association membership dues.

(3) Except as otherwise provided in 2-9.b (4), if a state affiliate informs the NEA in writing that a local affiliate has failed to transmit the Association dues in accordance with the dates set forth in 2-9.b and such information is verified by the executive director, the delegates of that local shall have no right to participate in the NEA Representative Assembly at the Annual Meeting other than to (i) participate in elections for Association officers and (ii) vote on increases in Association membership dues. In this

event, the delegates of the state affiliate shall have full right to participate in the NEA Representative Assembly at the Annual Meeting.

(4) The denial of participatory rights called for in 2-9.b (2) or (3) may be waived by the NEA Executive Committee if the state or local affiliate in question enters into a written contract with the NEA Executive Committee in which it agrees to transmit the delinquent dues on terms that are acceptable to the NEA Executive Committee, provided that the NEA Executive Committee shall not enter into such a contract with a local affiliate until after it has consulted with the relevant state affiliate. The NEA Executive Committee may terminate any waiver granted pursuant to this section if the affiliate fails to comply with the aforesaid contract.

3. Representative Assembly

3-1. Allocation of Delegates.

a. Allocation of delegate credentials to state and local affiliates shall be on the basis of Active membership in the Association as of January 15 of the calendar year in which the Representative Assembly convenes.

Representation from state and local affiliates which provide all-inclusive membership shall be on the basis of proportional representation by education position.

Representation from state and local affiliates which include in their membership more than one (1) of the three (3) job categories eligible for Association Active

Exhibit G

Exhibit G



Clark County Education Association

the union
of teaching
professionals

4230 McLeod Drive
Las Vegas, NV 89121
Tel. 702/733-3063
800/772-2282
Fax 702/733-0240
www.ccea-nv.org

September 4, 2017

Brian Lee, Executive Director
Nevada Education Association
3511 E Harmon Ave # C,
Las Vegas, NV 89121

Re: Service Agreement Negotiations, Dues Remittance and the Cost of Membership

Dear Brian,

The Service Agreement between CCEA and NSEA that outlined dues remittance has expired. For the record currently, there is no agreement in place. On August 3, 2017 we provided the following dates for negotiations for a new Service Agreement between CCEA and NSEA: August 14-16 and in September the weeks of 6 -10, 11-16, and 18-23, 2017. A dues remittance contract is required by NSEA's by-laws, Article II, Section 5 (A) which states in part: *"Payroll deduction is contingent upon the existence of a valid dues transmittal agreement between the local and NSEA."* Similarly, Article VIII, Section 3(F) of the NSEA ByLaws makes clear that affiliation is predicated upon meeting certain requirements, including, *"Hav[ing] a dues transmittal contract with NSEA."*

Your August 31, 2017 letter references a 'subsequent affiliate agreement'. To be clear, CCEA's intent is to negotiate a service agreement specifically as it outlines terms and conditions for a dues collection/remittance and the cost associated with attaining, maintaining, and servicing that membership.

Accordingly, CCEA is available on September 18-23, 2017. We propose securing a neutral site for negotiations of a new service agreement and will forward suggested locations in the near future starting with September 18, 2017.

Finally, please also note that CCEA has served NSEA with four invoices on July 31, 2017 totaling \$467,130.69 and expected payment by August 31, 2017. For the record, NSEA to date has not reimbursed CCEA for those expenses that specifically served the interests of CCEA members.

Respectively,

John Vellardita
Executive Director, Clark County Education Association

Cc:
CCEA Board of Directors

Exhibit H

Exhibit H



Clark County Education Association

the union
of teaching
professionals

7500 WILSON DRIVE
Las Vegas, NV 89121
Tel. 702/733-3063
800/772-2282
Fax 702/733-0240
www.ccea-nv.org

September 6, 2017

Brian Lee, Executive Director
Nevada Education Association
3511 E Harmon Ave # C,
Las Vegas, NV 89121

Re: Contract for Dues Remittance and the Cost of Membership

Dear Brian,

We have secured the Conference Room at the Clark County Library on 1401 E. Flamingo Rd. The room is available starting at 11am through 4pm. We can begin at 11am.

In response to your September 4, 2017 letter, we have requested a contract to be negotiated for dues remittance and the costs associated with membership. As stated in previous communications to you this is required by NSEA's by-laws, Article II, Section 5 (A) which states in part: *"Payroll deduction is contingent upon the existence of a valid dues transmittal agreement between the local and NSEA."* Similarly, Article VIII, Section 3(F) of the NSEA ByLaws makes clear that affiliation is predicated upon meeting certain requirements, including, *"Hav[ing] a dues transmittal contract with NSEA."*

CCEA's intent is to negotiate an agreement specifically as it outlines terms and conditions for a dues collection/remittance and the cost associated with attaining, maintaining, and servicing that membership.

Respectively,

John Vellardita
Executive Director, Clark County Education Association

Cc:
CCEA Board of Directors

FILED

JAN 23 2019

Alana L. Schmitt
CLERK OF COURT

OPPM

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, AND MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, AND
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**NSEA PARTIES' OPPOSITION TO CCEA
PARTIES' COUNTERMOTION FOR
PARTIAL SUMMARY JUDGMENT**

FILED UNDER SEAL

Date of hearing: March 7, 2019

Time of hearing: 9:00 a.m.

1 **DECL**

2 Richard J. Pocker (Nevada Bar No. 3568)

3 Paul J. Lal (Nevada Bar No. 3755)

4 BOIES SCHILLER FLEXNER LLP

5 300 South Fourth Street, Suite 800

6 Las Vegas, NV 89101

7 Tel.: (702) 382-7300

8 Fax: (702) 382-2755

9 rpocker@bsfllp.com

10 plal@bsfllp.com

11 Robert Alexander (admitted pro hac vice)

12 Matthew Clash-Drexler (admitted pro hac vice)

13 James Graham Lake (admitted pro hac vice)

14 BREDHOFF & KAISER, PLLC

15 805 15th Street N.W., Suite 1000

16 Washington, DC 20005

17 Tel.: (202) 842-2600

18 Fax: (202) 842-1888

19 ralexander@bredhoff.com

20 mcdrexler@bredhoff.com

21 glake@bredhoff.com

22 *Attorneys for NSEA Parties*

23 **DISTRICT COURT**
24 **EIGHTH JUDICIAL DISTRICT**
25 **CLARK COUNTY, NEVADA**

26 CLARK COUNTY EDUCATION
27 ASSOCIATION, VICTORIA COURTNEY,
28 JAMES FRAZEE, ROBERT G.
HOLLOWOOD, and MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

DECLARATION OF BRIAN LEE IN
OPPOSITION TO CCEA PARTIES'
COUNTERMOTION FOR PARTIAL
SUMMARY JUDGMENT

1 Pursuant to N.R.S. § 53.045, I, Brian Lee, hereby declare as follows:

2 1. I am over the age of eighteen and am competent to testify on the matters set forth
3 herein. I make the statements in this declaration in opposition to the CCEA Parties' Motion for
4 Partial Summary Judgment. The statements in this declaration are made on the basis of facts of
5 which I have personal knowledge and on the basis of my review of records kept in the ordinary
6 course of business by Plaintiff Nevada State Education Association ("NSEA").

7 2. I am the Executive Director of NSEA and have held that position since September
8 8, 2015. As Executive Director I have responsibility for directing and supervising the day-to-day
9 activities of the organization, and am familiar with the NSEA financial, membership, and other
10 business records, as well as the NSEA relationships with its current and former affiliates,
11 including Defendant Clark County Education Association ("CCEA") and co-Plaintiff National
12 Education Association ("NEA"). I am also familiar with the proceedings in this litigation and
13 have received documents and correspondence provided in this litigation by counsel for CCEA to
14 Plaintiffs' counsel.

15 **RELATIONSHIP BETWEEN CCEA AND NSEA**

16 3. CCEA—which was formerly known as the Clark County Classroom Teachers
17 Association or CCCTA—represents teachers and other school personnel employed by the Clark
18 County School District ("School District" or "CCSD") and has done so while an affiliate of
19 NSEA and NEA since the 1970s.

20 4. Until April 25, 2018, NEA, NSEA and CCEA had unified membership, which
21 meant that, by joining CCEA, a member joined NSEA and NEA as well, becoming a member of
22 all three organizations and obligated to pay membership dues to all three associations. For the
23 2017-2018 membership year, as in prior years, union members were required to pay the unified
24 dues obligation as a condition of continuing membership. The NEA and NSEA portions of the
25 dues paid by members for their continuing union membership belonged and continue to belong
26 to NEA and NSEA, respectively, and CCEA had rights only to the CCEA portion of the
27 membership dues paid by union members.
28

1 5. CCEA notified NSEA of the CCEA Board of Directors' vote to disaffiliate from
2 NSEA and NEA on April 26, 2018. A true and correct copy of that letter is attached to this
3 declaration as Exhibit A.

4 **THE MEMBERSHIP DUES & MEMBERSHIP YEAR OF NEA, NSEA, AND CCEA**

5 6. The NEA and NSEA membership year is geared to the school year, and runs from
6 September 1 through August 31. The 2017-2018 NEA and NSEA membership year ran from
7 September 1, 2017 through August 31, 2018.

8 7. Prior to CCEA's disaffiliation, the CCEA membership year also ran from
9 September 1 through August 31. The 2017-2018 CCEA membership year ran from September 1,
10 2017 through August 31, 2018.

11 8. NEA, NSEA, and CCEA each set their respective membership dues for the 2017-
12 2018 membership year (running from September 1, 2017 through August 31, 2018) prior to the
13 start of the membership year.

14 9. Aggregated dues for the 2017-2018 school year were \$810.50 per member,
15 constituting \$189 per member for NEA, \$377.66 per member for NSEA, and \$243.84 per
16 member for CCEA. Dues amounts were set by each organization pursuant to its own bylaws.

17 10. Members could sign up to have their aggregated NEA/NSEA/CCEA membership
18 dues deducted from their paychecks on a bi-monthly basis by filling out a payroll-deduction
19 authorization form, a sample of which is included as Exhibit 8 to CCEA Parties' Opposition and
20 Counter-Motion.

21 11. An overwhelming majority of the members authorized the payment of
22 NEA/NSEA/CCEA membership dues through payroll deduction by the School District, paid in
23 twice monthly increments throughout the membership year.

24 12. Teachers who chose to become or remain unified CCEA/NSEA/NEA members
25 for a membership year were responsible for paying the full annual amounts of dues for the entire
26 membership year to all three associations, irrespective of whether they terminated membership in
27 the middle of the school year. Although members were obligated to pay the full amounts of
28

1 annual dues, if they authorized payroll dues deduction they were not required to pay the full
2 amount up front, but rather they could have paid the annual membership dues in increments
3 throughout the year.

4 CCEA'S FAILURE TO TRANSMIT DUES

5 13. For decades, CCEA served as the collection agent for NSEA and NEA. The
6 School District deducted the aggregated membership dues owed to CCEA, NSEA, and NEA
7 ("unified member dues") from members' paychecks and transmitted the deducted funds to
8 CCEA. CCEA then transmitted NSEA and NEA dues to NSEA (which in turn transmitted NEA
9 dues to NEA). A true and correct copy of Article 8 (Dues Deduction) of the collective bargaining
10 agreement between the School District and CCEA operative during the 2017-2018 school year is
11 attached as Exhibit B.

12 14. Since 1979 and until August 31, 2017, NSEA and CCEA were parties to a
13 contract, the Dues Transmittal Agreement, pursuant to which NSEA designated CCEA as its
14 collection agent for the purpose, *inter alia*, of collecting and transmitting NSEA and NEA dues
15 to NSEA. I understand from records in this case that the Court found that CCEA terminated the
16 Dues Transmittal Agreement, effective August 31, 2017. CCEA did not enter into a successor
17 dues transmittal agreement with NSEA for the 2017-2018 school year.

18 15. In September 2017, CCEA continued collecting on a bi-monthly basis unified
19 member dues from members through payroll deduction with the School District, and continued
20 to do so until at least April 25, 2018, the date of disaffiliation. In light of the Court's ruling that
21 the Dues Transmittal Agreement terminated August 31, 2017, CCEA's continued collection of
22 NSEA and NEA dues after August 31, 2017 was done without NSEA's or NEA's permission.

23 16. During August 2017, CCEA also received from the School District unified
24 member dues collected from new hires who joined the unions. CCEA did not remit the NEA and
25 NSEA portion of the collected dues money to NSEA.

26 17. CCEA did not transmit to NSEA the NEA and NSEA dues it received each month
27 from the School District that the School District deducted from members' paychecks beginning
28

1 in August 2017, and continuing until at least April 25, 2018. CCEA has refused to pay over the
2 NSEA and NEA dues moneys, notwithstanding NSEA's demands that the NSEA and NEA dues
3 collected by CCEA be unconditionally remitted. Instead, CCEA has kept the NSEA and NEA
4 member dues deducted by the School District.

5 **NSEA BYLAWS**

6 18. A copy of the NSEA bylaws in effect during the 2017-2018 school year is
7 attached as Exhibit C.

8
9 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
10 and correct. Executed this 20th day of January, 2019 in Las Vegas, Nevada

11
12 
13 Brian Lee


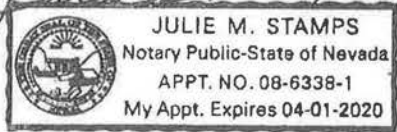
14
15
16
17
18
19 
20 
21
22
23
24
25
26
27
28

Exhibit 1A

Exhibit A to Declaration of Brian Lee

Exhibit 1A



Clark County Education Association

the union
of teaching
professionals

4230 McLeod Drive
Las Vegas, NV 89121
Tel. 702/733-3063
800/772-2282
Fax 702/733-0240
www.ccea-nv.org

April 26, 2018

Ruben Murillo, NSEA President
3511 E. Harmon Ave.
Las Vegas, NV 89121
Sent electronically

Re: Disaffiliated

Dear President Murillo:

Please be advised that effective immediately CCEA is no longer affiliated with the Nevada State Education Association (NSEA) and the National Education Association (NEA) and accordingly, we will no longer have any contractual relationships with NSEA and NEA.

Respectfully,

A handwritten signature in cursive script that reads "Vikki Courtney".

Vikki Courtney, President

A handwritten signature in cursive script that reads "Theo Small".

Theo Small, Vice-President

FILED

JAN 23 2019

Alana L. Schmitt
CLERK OF COURT

OPPM

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, AND MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, AND
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**NSEA PARTIES' OPPOSITION TO CCEA
PARTIES' COUNTERMOTION FOR
PARTIAL SUMMARY JUDGMENT**

FILED UNDER SEAL

Date of hearing: March 7, 2019

Time of hearing: 9:00 a.m.

1 **DECL**

2 Richard J. Pocker (Nevada Bar No. 3568)

3 Paul J. Lal (Nevada Bar No. 3755)

4 BOIES SCHILLER FLEXNER LLP

5 300 South Fourth Street, Suite 800

6 Las Vegas, NV 89101

7 Tel.: (702) 382-7300

8 Fax: (702) 382-2755

9 rpocker@bsfllp.com

10 plal@bsfllp.com

11 Robert Alexander (admitted pro hac vice)

12 Matthew Clash-Drexler (admitted pro hac vice)

13 James Graham Lake (admitted pro hac vice)

14 BREDHOFF & KAISER, PLLC

15 805 15th Street N.W., Suite 1000

16 Washington, DC 20005

17 Tel.: (202) 842-2600

18 Fax: (202) 842-1888

19 ralexander@bredhoff.com

20 mcdrexler@bredhoff.com

21 glake@bredhoff.com

22 *Attorneys for NSEA Parties*

23 **DISTRICT COURT**
24 **EIGHTH JUDICIAL DISTRICT**
25 **CLARK COUNTY, NEVADA**

26 CLARK COUNTY EDUCATION
27 ASSOCIATION, VICTORIA COURTNEY,
28 JAMES FRAZEE, ROBERT G.
HOLLOWOOD, and MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

DECLARATION OF HENRY PINES IN
OPPOSITION TO CCEA PARTIES'
COUNTERMOTION FOR PARTIAL
SUMMARY JUDGMENT

Pursuant to N.R.S. § 53.045, I hereby declare as follows:

1. I am over the age of eighteen and am competent to testify on the matters set forth herein. I make the statements in this Declaration in opposition to the CCEA Parties' Countermotion for Partial Summary Judgment.

2. I am a paralegal at the law firm of Bredhoff & Kaiser P.L.L.C., counsel for the NSEA Parties. The statements in this Declaration are made on the basis of my review of documents collected and kept in the ordinary course of this litigation by Bredhoff & Kaiser. I am familiar with the documents provided to and obtained by Bredhoff & Kaiser in this litigation. I have responsibility for maintaining a database of records obtained in discovery in this litigation.

3. Attached as Exhibit A is a true and authentic copy of a letter by John Vellardita, with attachments, to CCEA members, produced by NSEA Parties in this case during the course of discovery, bates stamped NSEA-00012100 through NSEA-00012105, a version of which is publicly accessible on CCEA's website.

4. Attached as Exhibit B is a true and authentic copy of a letter addressed to John West, an attorney at Bredhoff & Kaiser, by CCEA counsel Joel D'Alba, produced by the CCEA Parties in this case during the course of discovery, bates stamped CCEA 000052.

5. Attached as Exhibit C is a true and authentic copy of an email sent from CCEA President Victoria Courtney to a member of CCEA/NSEA/NEA, produced by CCEA in this litigation and bates stamped CCEA018955 through CCEA018956.

6. Attached as Exhibit D is a true and authentic copy of the relevant pages of the CCEA Executive Board Meeting minutes from August 19, 2017, produced by CCEA in this litigation, and bates stamped CCEA014860 through CCEA014863.

7. Attached as Exhibit E is a true and authentic copy of the CCEA Policy Handbook, which has been excerpted for relevance, which was produced by NSEA in this litigation bates stamped NSEA-00009691 through NSEA-00009752, and a version of which is publicly accessible on CCEA's website.

1 8. In this litigation, CCEA, through its counsel, has provided Bredhoff & Kaiser
2 documentation related to the NEA and NSEA dues not paid over to NEA and NSEA. Attached as
3 Exhibit F is a true and authentic copy of a letter from John Delikanakis to Robert Alexander,
4 dated April 6, 2018, providing documentation in response to the Court's Order, *Nevada State*
5 *Education Assoc., et al., v. Clark Cty. Educ. Assoc., et al.*, A-17-761884-C (May 10, 2018)
6 (entered May 11, 2018).

7 9. Attached as Exhibit G is a true and authentic copy of the Dues Transmittal
8 Reports that were attached to the letter described in the previous paragraph.

9 10. Attached as Exhibit H is a true and authentic copy of a notarized business records
10 certification signed by Bank of America employee Brittany D'amore, for a Bank of America
11 Account entitled "Clark County Education Association" ending in 4739 from September 13,
12 2017, to July 31, 2018. These records were produced by Bank of America in this litigation and
13 bates stamped Bank of America 0001-0052.

14 11. Attached as Exhibit I is a true and authentic copy of the CCEA Association
15 Representative Council meeting packet, dated April 24, 2018, which has been excerpted for
16 relevance, and which was produced by CCEA in this litigation and bates stamped CCEA014466
17 through CCEA014529.

18 12. Attached as Exhibit J is a true and authentic copy of the CCEA Executive Board
19 Meeting minutes, dated March 27, 2018, produced by CCEA in this litigation and bates stamped
20 CCEA014582 through CCEA014583.

21 13. Attached as Exhibit K is a true and authentic copy of a page appearing on
22 CCEA's website ("ccea-nv.org"), entitled "Why Join", downloaded from the website on
23 September 15, 2017. This document was produced by NSEA Parties as part of the NSEA
24 Parties' Initial Disclosures on March 23, 2018, bates stamped Pls.' Init. Disc. (NSEA v.
25 CCEA)_00000284 through 00000286.
26
27
28

14. Attached as Exhibit L is a true and authentic copy of CCEA's bylaws, amended September 8, 2018, that I downloaded as a .pdf from CCEA's website through a link accessible on <https://new.ccea-nv.org/bylaws-policies/>.

15. Attached as Exhibit M is a true and authentic copy of internal CCEA financial reports, produced by CCEA in this litigation, and bates stamped CCEA 013351, CCEA 013417, CCEA 013525, CCEA 013613-14, CCEA 013717.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct. Executed on January 23, 2019 in Washington, DC.

Henry Pines

Exhibit 6A

Exhibit A to Declaration of Henry Pines

Exhibit 6A

January 22, 2018

Re: Your Life Insurance Policy and NEA Member Insurance Trust

To All Members Who Received a Notice from NEA Members Insurance Trust:

We are writing to you today to provide an update on the life insurance issue caused by NSEA and NEA threatening to cut your insurance. Recently, you may have received a second letter from NEA dated January 9, 2018 (see attachment number 1). This follows the first letter dated December 20, 2017 (see attachment number 2). In the December 20, 2017 letter from NEA Insurance Trust, you were informed that in 60 days from the date of that letter your life insurance policy would terminate, because CCEA had disaffiliated from NEA. We asked that you contact us when this occurred and you did. We indicated that we would be challenging the notice you received.

CCEA subsequently sent a letter to the NEA Insurance Trust on January 8, 2018 (see attachment number 3). If you read our letter you will see that we challenged NEA Insurance Trust's accusation that CCEA had disaffiliated from NEA and furthermore, challenged them on what grounds they could terminate an insurance policy. We also challenged the 'member in good standing' basis for the Insurance Trust terminating any insurance policy. We said in the part:

"Under relevant portions of the Trust Summary Plan Description, a member is eligible for benefits if they are an 'active' NEA members (as defined by current NEA Bylaws); actively employed in the field of education, and (3) in good standing with their state association.

Members of CCEA fulfill all the requirements to be eligible for benefits, as we are active members of CCEA, NSEA, and NEA and employed as Licensed Personnel at the Clark County School District. Dues are not a requirement for "active" NSEA or NEA membership, where the dues have been paid, but held in escrow pending a negotiation of a successor Dues Transmittal Agreement, which is required under both NSEA and NEA Bylaws."

On Jan 9, 2018 NEA Insurance Trust responded to CCEA's January 8, 2018 letter and sent you yet another letter. The letter was carefully worded, because the first letter sent on December 20, 2017 had false and misleading information in it. First, they corrected their statement that CCEA had disaffiliated and stated that CCEA was affiliated to NEA. Next, they went on to say that if you terminate your insurance policy "you may not be able to re-qualify to receive those or similar benefits even if your NEA membership is subsequently reinstated." The specific important section you should note out is the following:

"Please be advised that if your NEA insurance policies are terminated, you may not be able to re-qualify to receive those or similar benefits even if your NEA membership is subsequently reinstated. That is so because you likely qualified for those benefits some years ago and may no longer meet the eligibility criteria for those policies."

What this section means is that **you still have insurance unless it is terminated**. As long as you are paying your policy premiums then your policy is not terminated.

They ended the letter stating that because CCEA has not forwarded dues to NSEA and NEA (because we are in court regarding a contract for dues remittance between CCEA and NSEA) you as a member are not in 'good standing' and not eligible for benefits. They end by asking that you call CCEA.

We want to point out to you what we pointed out to NEA and the NEA Insurance Trust. The internal policies and by-laws of NSEA and NEA does not spell out that you are no longer a member in good standing while this court dispute is taking place. Accordingly, we believe that NEA Insurance Trust does not have legal grounds to terminate your life insurance policy.

We advise that if you want to continue your policy, then you should continue your premium payments. If you allow it to lapse, then you will be self-terminating your policy. **So what does this mean?** You still have insurance until it is terminated by you or the insurance company.

Why is it happening? Why are you and others receiving these letters? It is unfortunate that NEA has engaged in actions to threaten, scare members, and confuse members with letters that suggest they don't have insurance. They are doing this because they want to get \$6.2 million annually in dues from CCEA members. NSEA wants \$4.1 million and NEA wants \$2.1 million. You pay \$567 annually in dues to NSEA and NEA. The dispute CCEA has with NSEA is that they receive too much of your dues money, while providing very little if anything to members in return. More troubling is that NSEA refused, and continues to refuse to show how they spend the \$4.1 million they receive annually from CCEA members. What they and NEA have made clear is that they are not interested in returning any of those dues to the Local so the Local has the resources to better serve members. As we indicated we are in court over this dispute and in the end the Court will decide this.

What happens if I receive a notice from the insurance company canceling my policy? Contact CCEA immediately. CCEA will challenge this legal to protect your investment. Feel free to contact me directly at jvellardita@ccea-nv.org.

Respectfully,



John Vellardita, CCEA Executive Director

CC: CCEA Board of Directors

Attachment #1

nea Members
Insurance Trust

NEA Insurance Operations
P.O. Box 9389
Des Moines, IA 50306-9389

January 9, 2018

**IMPORTANT:
MEMBERSHIP VERIFICATION
REQUIRED TO CONTINUE COVERAGE**

Certificate Nos: _____

Coverage: NEA Life/AD&D Insurance Plans


Dear _____

We write to follow up on the information we sent you on December 20th regarding the termination of your NEA Life Insurance and/or NEA AD & D Insurance policies within sixty days. In that prior letter, we advised you that only NEA members are eligible to receive NEA member benefits including coverage under these NEA insurance policies. Similarly, individuals whom are not members in good standing of NEA are not eligible to continue to receive these membership benefits.

Please be advised that if your NEA insurance policies are terminated, you may not be able to requalify to receive those or similar benefits even if your NEA membership is subsequently reinstated. That is so because you likely qualified for those benefits some years ago and may no longer meet the eligibility criteria for those policies. We therefore strongly recommend that you contact The Prudential Insurance Company of America to explore whether or not it is possible to convert your current life insurance coverage to an individual policy. Eligibility requirements for converting your coverage are outlined in your Certificate of Insurance. Possible conversion to an individual policy is only applicable to life insurance coverage, not accidental death and dismemberment coverage. To convert your life insurance coverage to an individual policy, you must contact The Prudential Insurance Company of America directly at 1-877-889-2070, Monday through Friday, 8 a.m. to 8 p.m. ET. You must apply for this coverage and pay the first premium within sixty (60) days of the termination of any current NEA Life policy(ies).

Finally, we wish to correct one statement in our December 20th letter. In that letter, we indicated that your NEA membership had been terminated due to the reported disaffiliation of the Clark County Education Association (CCEA) from the Nevada State Education Association (NSEA) and the National Education Association (NEA). As we now understand the situation, in fact CCEA remains an NSEA and NEA affiliate but has refused since this past September to transmit your membership dues to NSEA and NEA. As a consequence of CCEA's refusal to transmit dues, you are no longer an NEA member in good standing and are no longer entitled to receive the benefits of NEA membership including participation in the NEA Members Insurance Trust programs. If you would like to discuss this issue with CCEA, please contact CCEA at (702) 733-3063.

Sincerely,


Kevin Adamson
Insurance Program Liaison
NEA Members Insurance Trust

Attachment #2

nea **Members**
Insurance Trust

NEA Insurance Operations
P.O. Box 9389
Des Moines, IA 50306-9389

December 20, 2017

IMPORTANT:
MEMBERSHIP VERIFICATION
REQUIRED TO CONTINUE
COVERAGE
Certificate Nos: _____

Coverage: NEA Life/AD&D Insurance Plans

Dear _____


We were informed that Clark County Education Association (CCEA) has disaffiliated with Nevada State Education Association (NSEA) and the National Education Association (NEA). Due to this action, you are no longer a member of the NEA.

Membership in the NEA is a requirement to participate in any of the NEA Members Insurance Trust programs. In order to continue your NEA Life / AD&D insurance coverage, you must be a current member of the NEA. Be advised that your NEA Life Insurance and/or NEA AD&D Insurance policy(ies) will be terminated sixty (60) days from the date of this letter.

You may be entitled to convert your life insurance coverage without proof of good health to an individual policy with The Prudential Insurance Company of America. Eligibility requirements for converting your coverage are outlined in your Certificate of Insurance. Possible conversion to an individual policy is only applicable to life insurance coverage, not accidental death and dismemberment coverage. To convert your life insurance coverage to an individual policy, you must contact The Prudential Insurance Company of America directly at 1-877-889-2070, Monday through Friday, 8 a.m. to 8 p.m. ET. You must apply for this coverage and pay the first premium within sixty (60) days of the termination of any current NEA Life policy(ies).

If you have any concerns regarding your discontinued NEA membership, please contact CCEA at (702) 733-3063. Only CCEA can determine your future eligibility for NEA Member Insurance Trust programs.

Sincerely,



Kevin Adamson
Insurance Program Liaison
NEA Members Insurance Trust

POL MBRSHP

AM-3314

CCEA

Clark County Education Association

the union
of teaching
professionals

4230 McLeod Drive
Las Vegas, NV 89121
Tel. 702/733-3063
800/772-2282
Fax 702/733-0240
www.ccea-nv.org

January 8, 2018

Attachment #3

Becky Pringle
Chair, NEA Members Insurance Trust Board of Trustees,
Vice President, National Education Association
1201 16th Street, NW
Washington, DC 20036

Sent electronically

RE: CCEA Members Challenge of NEA Members Insurance Trust Termination of Benefits

Dear Chair Pringle:

We are writing to you in your capacity as Chair of the NEA Members Insurance Trust Board of Trustees with acknowledgement that you are also Vice President of National Education Association. Recently, CCEA members received a letter from the NEA Members Insurance Trust ("Trust") informing them that their Trust benefits would be terminated sixty days from the date of the letter since the Trust was "informed that Clark County Education Association (CCEA) has disaffiliated with Nevada State Education Association (NSEA) and the National Education Association (NEA)." (See Attachment 1) We, as members of the Clark County Education (CCEA) collectively send this complaint letter to challenge the determination made by the NEA Members Insurance Trust.

CCEA has not taken affirmative steps to disaffiliate from either the NSEA or the NEA. In fact, on January 5, 2018, NEA President, Lily Eskelsen Garcia, wrote in a statement that "CCEA remains an NEA and NSEA affiliate and any statement to the contrary is not well founded." Currently, CCEA is in litigation with NSEA and NEA, and merely escrowing collected dues of both organizations while negotiating a successor dues transmittal agreement pursuant to the terms of the agreement and in accordance with NSEA/NEA Bylaws and Policies. However, the Trust appears to be stating that we are no longer members of the NEA because CCEA has disaffiliated with the NSEA and the NEA, despite even statement to the contrary by NEA's President.

Under relevant portions of the Trust Summary Plan Description, a member is eligible for benefits if: (1) they are an "active" NEA member (as defined by current NEA Bylaws); actively employed in the field of education, and (3) in good standing with their state association.

Members of CCEA fulfill all the requirements to be eligible for benefits, as we are active members of CCEA, NSEA, and NEA and employed as Licensed Personnel at the Clark County School District. Dues are not a requirement for "active" NSEA or NEA membership, where the dues have been paid, but held in escrow pending a negotiation of a successor Dues Transmittal Agreement, which is required under both NSEA and NEA Bylaws.

Further, NSEA Bylaws, Article VIII, outlines the process for affiliation of locals. Again, being current on dues is not a requirement for NSEA affiliation of a local union. In fact, Article VIII, Section 8, grants a local

affiliate a hearing before the Tripartite Review Panel before censure, suspension, or disaffiliation can occur. CCEA members have not been afforded any due process as required under NSEA Bylaws to disaffiliate us and unilaterally cancel member benefits. Even in the event of delinquent dues, NEA Bylaws Section 2.9 provides that *"where 40% of the yearly dues must be paid by March 15th and 70% by June 1, with penalties imposed for late payment."* In this context, delinquent dues alone are not sufficient to disaffiliate the local or remove the individual active NEA members from membership and benefits.

The notice sent out to members was clear that their policies would be terminated, yet the insurance company holding the policy is not serving this notice- the Trust is. On what contractual grounds can the Trust serve notice to terminate a policy between an individual and the insurance company? Additionally, the notice states that the Trust was 'informed' that CCEA had disaffiliated and the disaffiliation was grounds for terminating a policy. Because of the symbiotic relationship between the Trust and NEA we can only assume that NEA 'informed' the Trust that CCEA disaffiliated. As the Chair of the Trust, who 'informed' the Trust that CCEA disaffiliated and how that was communicated to the Trust, please advise and provide evidence of such disaffiliation, as well as where it is stated as a cause for ineligibility to maintain a policy. Moreover, please clarify is the effective date of a terminated policy the date the policy lapses?

Notwithstanding, the comments above, the record clearly shows that CCEA has not disaffiliated from NSEA and NEA and hence, the basic premise of the notice sent to members by the Trust terminating their policies is based on a falsehood. As "active" Members eligible for benefits, we challenge the Trust's determination of benefit termination as a violation of member rights and due process. We strongly urge you reconsider the Trust's determination.

Sincerely,



John Vellardita
Executive Director, CCEA
On behalf of Clark CCEA Executive Board and Members

cc:
CCEA Executive Board
NEA President, Lily Eskelsen Garcia

Exhibit 6B

Exhibit B to Declaration of Henry Pines

Exhibit 6B

December 26, 2017

John M. West
Bredhoff & Kaiser, P.L.L.C.
805 Fifteenth Street NW – Suite 1000
Washington, DC 20005
jwest@bredhoff.com

In re: Escrow Account to Hold NSEA and NEA Dues

Dear John,

I write to respond to your letter of December 20, 2017, on the issue of an escrow account that has been established at the Bank of America to hold NSEA and NEA dues money pending litigation between NSEA and CCEA over the meaning of the bylaw provisions concerning the collection of dues destined for the NSEA and the NEA.

Since September 2017, employee dues deductions have been regularly transmitted by the Clark County School District to the CCEA, after which the dues money for the NSEA and the NEA was placed into the Bank of America escrow account, also known as a “credits only” account, with instructions that there could be withdrawals from the account only upon completion of the litigation between the NSEA and the CCEA.

All of the NSEA and NEA dues money deducted from employee pay checks has been regularly placed into that account, and there have been no withdrawals from that account. The funds in this escrow account are subject to the resolution of this litigation and will be disbursed to the NSEA and the NEA upon completion of the litigation and upon the issuance of a letter from me as counsel for the CCEA in this matter.

Sincerely,

Joel A. D’Alba

JAD/cm

CCEA 000052

AA 1144

Exhibit 6C

Exhibit C to Declaration of Henry Pines

Exhibit 6C

From: Vikki Courtney [vcourtney@ccea-nv.org]
Sent: Monday, September 11, 2017 11:07 AM
To: Wayne Moran
Subject: RE: Dues Increase for 2017-2018 school year

Thanks for your email Wayne! I appreciate hearing from you.

Here is the breakdown of annual dues over the last five years. As you can see, CCEA has not raised/lowered its dues for the past 5 years. Any increase/decrease has come from NSEA (the State affiliate) or NEA (the national affiliate). It is based on the average teachers salary in the state.

	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014
NEA	\$ 189.00	\$ 187.00	\$ 185.04	\$ 183.00	\$ 181.92
NSEA	\$ 377.66	\$ 376.22	\$ 352.80	\$ 352.70	\$ 357.60
CCEA	\$ 243.84	\$ 243.84	\$ 243.84	\$ 243.84	\$ 243.84
	\$ 810.50	\$ 807.06	\$ 781.68	\$ 779.54	\$ 783.36

Please let me know if you have any other questions.

Vikki

Vikki Courtney
President
Clark County Education Association
Office: 702-733-3063
Direct: 702-473-1001
Cell: 702-376-9140
Fax: 702-733-0240
Email: vcourtney@ccea-nv.org
Website: <http://ccea-nv.org>

NOTICE OF CONFIDENTIALITY:

This e-mail and accompanying documents are intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return email and arrange for the prompt destruction of the material and any accompanying attachments.

From: Wayne Moran [mailto:dodgestrat02@gmail.com]

Sent: Thursday, September 07, 2017 8:01 AM

To: Vikki Courtney

Subject: Dues Increase for 2017-2018 school year

Ms. Courtney,

I am quite disappointed with CCEA. Why did CCEA increase our dues when we do not have a contract in place. We are currently in negotiations with NSEA and still working on a contract and apparently my dues are currently being held in escrow and not going NSEA until a new contract is worked out.

I did not vote on an increase in dues and this should not be taking place while our contract is still being negotiated. I don't care if dues increase a penny there is no reason for it. I will now start being vocal on social media because this is unethical at this point. Please do not increase dues when we are frozen in pay or if we are still in contract negotiations. This is not right and should be fixed.

Please email me back with an explanation at your earliest convenience. All CCEA members should be refunded the increase until our contract for 2017-2019 is finished and we have a contract in place with NSEA and dues aren't being held in escrow.

Thank you,
Wayne Moran
CCEA Member for 12 Years
Silverado High School

Exhibit 6D

Exhibit D to Declaration of Henry Pines

Exhibit 6D

MINUTES

August 19, 2017

CCEA

Clark County Education Association

the union
of teaching
professionals

MINUTES

August 19, 2017

GOVERNING

BOARD OF DIRECTORS
OF THE
CITY OF

CLARK COUNTY EDUCATION ASSOCIATION

EXECUTIVE BOARD MEETING

8:00 AM

August 19, 2017

LOCATION: THT Sedway

Agenda

I. Call to Order

President Vikki Courtney called the meeting to order at 8:07 a.m.

II. Roll Call

Vikki Courtney, President
Theo Small, Vice President
Robert Hollowood, Treasurer
Marie Neisess, Secretary
James Frazee, Board Member
Erin Riddle, Board Member
Monica Bryant, Board Member
Dan Barber, Board Member
Michael Thorsteinson, Board Member
Robert Cowles, Board Member
Karl Byrd, Board Member
Jennifer Petrie, Board Member
Tammy Duff, OLP

Staff

John Vellardita, Executive Director
Michelle Kim, Director of Strategic Initiatives

Guests

David Gardner
Ed Gonzalez, CCEA Lobbyist

III. Adoption of Agenda

Motion #1: D. Barber/M. Bryant I move that the Executive Board adopt the agenda with the ability to make changes. **ADOPTED**

IV. Adoption of Minutes: August

Motion #2: E. Riddle/M. Bryant I move that the Executive Board adopt the minutes from the Executive Board meeting held on July 26, 2017 as presented. **ADOPTED**

V. Confidentiality Agreements - All

The Executive Board members signed confidentiality agreements.

VI. Seating of New Board Members / Oath

The Executive Board members took the oath of office.

VII. Finance and Budget

A. Audit - Conference call with CPA

Katie Hampton, CPA gave an overview. A written report was included in the board packet for review.

Katie Hampton responded to questions from the board.

CLAI COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING

8:00 AM

August 19, 2017

B. Membership Count July 31, 2017

Treasurer Robert Hollowood reported the membership count as 10,957.

Treasurer Robert Hollowood gave an overview.

Motion #3: R. Hollowood/M. Neisess I move that the Executive Board approve the fixed payments in the amount of \$298,769. **ADOPTED**

C. 2017-2018 Budget Review

The board went into executive session from 9:52 a.m. - 10:24 a.m.

Motion #5: R. Hollowood/J. Frazee I move that the Executive Board present the budget draft revision with support to the August ARC. **ADOPTED**

VII. Guest - David Gardner

Director of Strategic Initiatives Michelle Kim introduced David Gardner. David Gardner has announced he is running for CCSD School Board. Mr. Gardner shared his vision.

IX. Governance/Executive Director

A. Arbitration Update

The board went into executive session from 10:25 a.m. - 12:08 p.m.

The board went into executive session from 12:11 - 12:13 p.m.

Motion #6: M. Thorsteinson/R. Cowles I move that the Executive Board upon expiration of the service agreement place the dues collected on behalf of NSEA in an escrow account until such time as a service agreement with that entity is established. **ADOPTED**

B. THT Update

Discussed during executive session.

C. Legal Update

Discussed during executive session.

D. Member Education Campaign

The executive board went into a brainstorming/working session 2:13 p.m.

E. CCSD Reorganization Update

Discussed during executive session.

F. Senate Recall

Executive Director John Vellardita gave an update regarding three recalls. President Vikki Courtney will invite Joyce Woodhouse to meet with the board.

The executive director responded to questions from the board.

The board took a break from 12:57 p.m. - 1-25 p.m.

Exhibit 6E

Exhibit E to Declaration of Henry Pines

Exhibit 6E

CCEA

Clark County Education Association

the union
of teaching
professionals

**POLICY
HANDBOOK**

Last modified March 29, 2016

CCEA POLICIES INDEX

- I. POLICY ADOPTION
 - I Adoption Procedures
- II. MEMBERSHIP
 - II-A Membership Dues
 - II-B Associate Membership
 - II-C Member Rights – Arbitration
 - II-D Elections
 - II-E Oath of Office
- III. MEETINGS
 - III-A General Membership
 - III-B Association Representative Council & Executive Board
- IV. FINANCIAL
 - IV-A Budget
 - IV-B NSEA Delegate Assembly Funding
 - IV-C NEA Representative Assembly Funding
 - IV-D Conference Attendance Policy
 - IV-E Professional Staff Report
- V. COMMITTEES/CAUCUSES
- VI. MANAGEMENT
 - VI-A President
 - VI-B Vice President
 - VI-C Hiring Practices
 - VI-D Personnel
 - VI-E Harassment Policy
- VII. LEGAL
- VIII. GOVERNMENT RELATIONS
 - VIII-A Endorsed Candidates
- IX. ADDENDA
 - IX-A CCEA Caucus Recognition Guidelines

**I.
POLICY ADOPTION PROCEDURES**

The procedure for policy adoption is as follows:

1. The policy must be in writing.
2. The written policy is brought to the Association Representative Council or Executive Board by the President upon recommendation of the Policy Committee.
3. The introduction of a proposed new policy or proposed revision shall be limited to questions, answers and clarification only.
4. The policy will be presented at the next regularly scheduled Association Representative Council or Executive Board meeting for action.
5. Executive Board – All Executive Board policies are to be included in the Association policy manual and brought to the Association Representative Council for information only.
6. Association Representative Council – Unless emergency, no policy will be accepted for the proposal at the May Association Representative Council meeting.

II. MEMBERSHIP

A. MEMBERSHIP DUES

Association

1. Dues of a member on suspension can be deferred for the duration of the dismissal suspension, if that suspension exceeds 30 days.
(1/28/75, 1/15/85, 2/17/87, 9/22/98) Senate
2. CCEA shall collect a full year's dues from members who have resigned or have been terminated from employment.
(1/28/75, 10/25/77, 1982, 2/17/87) Senate
3. Those members wishing to drop membership do so as stated in the Negotiated Agreement.
(1975, 1977, 1982, 1987) Senate

Executive Board

1. All members who retire during the membership year shall not be liable for the full year's dues, but shall stop paying dues on their last pay period.
(5/16/89) Executive Board
2. On each September, CCEA dues shall be increased by the same percentage increase in the beginning teacher's salary (BA, Step 1) the previous year.
(11/7/75, 2/15/82, 2/17/87, 9/01/98) Executive Board
3. No increase or decrease, with the exception of the automatic escalator, will be levied without the written notification to the general membership. Such dues changes shall be voted on at a general membership meeting or by written ballot.
(11/7/75, 2/15/83, 2/17/87) Executive Board
4. Members' dues will be transmitted directly from the Clark County School District to CCEA.
(4/6/71, 2/15/83, 4/1/87) Executive Board

5. Part time teachers shall pay proportional dues to local, state and national associations based on the proportion of the day covered by the contract.

(9/10/76, 2/15/83, 4/13/82) Executive Board

6. Members joining on a cash basis will submit with their application for membership, a check of the entire year or that portion of the year which remains.

(4/13/83, 2/17/87) Executive Board

Exhibit 6L

Exhibit L to Declaration of Henry Pines

Exhibit 6L



Constitution & Bylaws

Revised September 8, 2018

Constitution & Bylaws

PREAMBLE

We, the members of the Clark County Education Association CCEA, in order that the Association may serve as the local voice for public education, advance the cause of education as expressed through CCEA's mission and vision statements, promote professional excellence among educators, recognize the fundamental importance of the educator in the learning process, protect the rights of educators and advance their interests and welfare, secure professional autonomy, unite educators for active citizenship, promote and protect human and civil rights, act as the recognized bargaining agent for licensed personnel in Clark County, and obtain for its members the benefits of an independent, united education profession, do hereby adopt these Bylaws.

ARTICLE I

NAME, GOALS, OBJECTIVES, AND AUTHORITIES FOR GOVERNANCE

Section 1. NAME

The name of this organization shall be the Clark County Education Association, herein called the Association or CCEA.

Section 2. GOALS AND OBJECTIVES

- A. The goals of the Association shall be as stated in the Preamble. The Association shall have all power necessary and proper to take action for the attainment of these goals.
- B. Nothing in these Bylaws shall be construed to prevent the Association from pursuing objectives which are consistent with the stated goals of the Association. The following are specific objectives:
 - 1. To improve the structure of the Association to ensure the full and effective participation of all members, thereby establishing and maintaining an independent, self-governing organization;
 - 2. To promote and to protect the rights and welfare of its members;
 - 3. To advance professional rights and to enhance professional responsibilities to further the consistent development and improvement of the profession and its practitioners;
 - 4. To work for broad support of public education and for improved attitudes toward the profession;
 - 5. To advocate for adequate financial support for public education;
 - 6. To protect and support its members as employees in disputes with employers or with those acting on behalf of employers.

Section 3. GOVERNANCE

The Association shall be governed by its Bylaws and Policies, and such other actions as the Association Representative Council and Executive Board may take consistent therewith.

ARTICLE II MEMBERSHIP

Section 1. ELIGIBILITY

Any member of the bargaining unit as defined by the CCEA/CCSD Labor Agreement in the Clark County School District may become a member of the Association.

Section 2. RIGHTS, RESPONSIBILITIES AND LIMITATIONS

- A. Members shall have the right to full participation in the Association upon signing a membership application.
- B. Members possess the right to freely express themselves regarding the Association. Member actions that seek to decertify, undermine or destroy the CCEA shall be subject to censure, suspension, or expulsion by process of the Review Board as outlined in Article VI. Members subject to censure, suspension or expulsion shall be guaranteed the right of a due process hearing.
- C. Members who fail to adhere to any of the conditions of membership shall be subject to censure, suspension, or expulsion by process of the Review Board as outlined in Article VI. Member subject to censure, suspension or expulsion shall be guaranteed the right of a due process hearing.

Section 3. ASSOCIATION FISCAL/MEMBERSHIP YEAR

- A. The Association's fiscal year will be September 1 through August 31.
- B. The Association's membership year shall commence on the first day of the contract year, or on the date of signing the agreement if the school year has already commenced, and will continue through the day before the following contract year's start date.

Section 4. MEMBERSHIP DUES

- A. The member-elected Association Representative Council is empowered to set dues for the Association. The Association may only alter dues by a democratic vote of that body.
- B. The membership fees for persons eligible for membership who are regularly employed for fifty (50) percent or less of the normal schedule for full-time employee shall be one-half (1/2) of the dues.
- C. The Association shall continue to allow membership to those members laid off due to a reduction in force with reduction in dues of fifty (50) percent. Such eligibility for membership shall continue as long as such persons are eligible to be recalled or for three (3) years, whichever is longer.
- D. The Association may continue to allow full membership to members who are on leave of absence from the Clark County School District during the duration of the leave of absence as long as the member continues to pay full dues.

ARTICLE III LEGISLATIVE BODY

Section 1. RESPONSIBILITY OF ASSOCIATION REPRESENTATIVE COUNCIL

The Association Representative Council (ARC) shall be the legislative and policy-forming body of the Association.

Section 2. COMPOSITION OF THE ASSOCIATION REPRESENTATIVE COUNCIL

- A. The Association Representative Council shall consist of the elected Association Representatives (AR), School Organizational Team (SOT) Representatives, CCEA Executive Officers, Executive Board members, Review Board members, and Committee members. Association Representatives and SOT Representatives will be elected from each school faculty according to the allocation in Article III, Section 3. The Association will encourage members to promote and support diversity that is representative of CCEA's membership.

Section 3. ALLOCATION WITHIN THE ASSOCIATION REPRESENTATIVE COUNCIL

- A. Each school will be entitled to one (1) School Organizational Team (SOT) Representative.
- B. CCEA members in each worksite shall elect two or more Association Representatives according to the following allocation:
 - Two Association Representatives for 1-25 members
 - One additional Association Representative for every additional 25 members, or portion thereof.
- C. All members who do not have representation through a school Association Representative shall meet in groups according to their Other Licensed Personnel (OLP) professional title and elect the corresponding number of Association Representatives per group to represent them in the Association Representative Council. OLP groups include, but are not limited to: speech therapists, physical therapists, nurses, social workers, psychologists, occupational therapists, counselors and audiologists. These groups will elect Association Representatives according to the following allocation:

Active CCEA members in each OLP group shall elect two or more Association Representatives according to the following allocation:

 - Two Association Representatives for 1-25 members
 - One additional Association Representative for every additional 25 members, or portion thereof.

The CCEA President must inform the various OLP groups by October 1 of the number of eligible employees to elect Association Representatives.
- D. The election of OLP groups to the Association Representative Council shall be conducted electronically by the Association.

Section 4. ELECTION OF ASSOCIATION REPRESENTATIVES AND SCHOOL ORGANIZATIONAL TEAM REPRESENTATIVES

- A. The election of Association Representatives shall be conducted at the worksite according to elections committee procedures. The school's prior year Association Representative(s) shall conduct the election by August 31st. If a school does not have an Association Representative(s), then the CCEA President or the President's designee shall conduct the election. All active members at a given work site will be eligible to vote. This election shall be completed by October 31.
- B. If no Association Representative is elected to the worksite in the manner prescribed in subparagraph (A) then the CCEA President may appoint Association Representatives to those worksites with the advice and consent of the Executive Board.
- C. Members at individual work sites will have the power to recall and replace Association Representatives. A petition for the recall of a school's Representative must be signed by a majority of CCEA members at the affected school and then presented to the CCEA President.
- D. The election of School Organizational Team (SOT) Representatives shall be conducted at the worksite according to open nomination and secret ballot provisions. This election shall be conducted annually by CCEA in its role of electing the School Organizational Team (SOT) at each school. Only CCEA members elected to the SOT are eligible to become the SOT Representative. The CCEA member with the largest amount of votes in the SOT Election shall be elected SOT Representative. If that position is refused, then the next member with the largest vote in the SOT election will be elected SOT Representative. SOT Representatives must be active SOT members.

Section 5. ALTERNATE ASSOCIATION REPRESENTATIVES

Each work site and represented OLP group shall elect an Active member as an alternate Association Representative for each elected Association Representative allocated.

Section 6. VACANCIES OF ASSOCIATION REPRESENTATIVES

If a vacancy occurs after October 31, and there are no alternates, the President or the President's designee shall appoint a representative **with the advice and consent of the Executive Board** or conduct a democratic election if there is more than one candidate contending for the position(s).

Section 7. MEETINGS OF THE ASSOCIATION REPRESENTATIVE COUNCIL

- A. The Association Representative Council (ARC) shall meet at least nine (9) times during the Association's fiscal year.
- B. The President, with the advice and consent of the Executive Board, shall set the time, location, and agenda for ARC meetings.
- C. The agenda for each Association Representative Council meeting shall be sent to all members of the ARC in advance of the meeting.
- D. All members of the Association Representatives Council shall have floor and voting privileges at all ARC meetings. Any CCEA member in good standing shall have floor privileges to address the meeting.
- E. All Association Representative Council members present at an ARC meeting shall constitute a quorum for Association Representative Council meetings. That number will be recorded within fifteen (15) minutes after the start of each meeting. If more than one-half (1/2) of members leave at any point during the meeting, then official business must be suspended.
- F. The Association Representative Council shall adopt its own internal rules of procedures for meetings provided they are not in conflict with these Bylaws or *Robert's Rules of Order, Newly Revised*.

Section 8. SPECIAL MEETINGS

- A. Special meetings of the Association Representative Council may be called by the CCEA President, unless a regularly scheduled Association Representative Council meeting is scheduled within three weeks.
- B. The President shall call a special meeting of the ARC upon the written request to the Executive Board from fifty (50) ARC members.
- C. Association Representative Council members must be given a notice of at least ten (10) working days before the special meeting occurs. Twenty-five percent (25%) of ARC members shall constitute a quorum for the special meeting.

Section 9. RESPONSIBILITIES OF THE ASSOCIATION REPRESENTATIVE COUNCIL.

The Association Representative Council shall:

- A. Establish and amend Association Bylaws, Policies, and Election Procedures
- B. Establish dues
- C. Adopt the annual budget
- D. Receive and may act upon Committee Reports
- E. Elect member(s) to fill Executive Board vacancy(s) which occur
- F. Ratify CCEA election results
- G. Confirm members of the Review Board
- H. Receive and act upon the findings of the Review Board.

Section 10. RESPONSIBILITIES OF ASSOCIATION AND SCHOOL ORGANIZATIONAL TEAM REPRESENTATIVES.

Association and School Organizational Team (SOT) Representatives shall:

- A. represent CCEA and its members at their school by organizing monthly CCEA meetings and communicating important information to members
- B. establish and implement a plan of action to increase the number of Union members at their school
- C. commit to a working knowledge of the CCEA Collective Bargaining Agreement with the School District in order to answer the questions of members at their school
- D. attend ARC meetings

ARTICLE IV EXECUTIVE OFFICERS

Section 1. ELECTED OFFICERS

The elected Executive Officers of the Association shall consist of the President, Vice President, Secretary, and Treasurer. Executive Officers shall be voting members of the Executive Board and the Association Representative Council.

Section 2. ELIGIBILITY

In order to be eligible to be an Executive Officer, CCEA membership must be held for at least two (2) fiscal years immediately preceding the time of taking office on August 1, **unless they have been out on an approved leave of absence**. Members must have achieved a post-probationary member status with the School District at the time of the election in order to qualify for the offices of President, Vice President, Secretary, and Treasurer.

Section 3. LIMITATIONS

Elected Executive Officers may not hold more than one CCEA elected office at the same time during their term of office.

Section 4. OATH OF OFFICE

All elected officers must take an Oath of Office before their term of office begins and shall comply therein.

Section 5. OFFICERS' DUTIES, TERMS AND VACANCIES

A. President

The CCEA President shall be the chief executive officer of the Association. The position of President shall be full-time release. A full-time release President is defined as a member who is elected as President, serving full time as President without any responsibilities for the position from which they are being released.

1. POWERS AND RESPONSIBILITIES

Pursuant to policy, the President shall:

- a. Represent the Association by visiting Clark County public schools in order to meet with CCEA members and address their concerns
- b. Represent the Association at public, professional, and governmental functions
- c. Set agendas for Association meetings
- d. Appoint all CCEA committee members and chairpersons with the consent of the Association Representative Council. All committee members and chairpersons will serve at the pleasure of the President
- e. Prepare, with the Budget Committee, a budget for submission to the Association Representative Council for adoption
- f. Sign checks jointly with the Treasurer and/or Vice President
- g. Serve as a member of the Teachers Health Trust Board of Trustees
- h. Appoint members to the Teacher Health Trust Board of Trustees (to a maximum of 12 years served consecutively or intermittently)
- i. Serve as an ex-officio member without vote on all committees and ensure that the Standing Committees are meeting to do the work of the Association
- j. Direct the work of CCEA's Executive Director, in conjunction with the Executive Board, including writing the Executive Director's evaluation
- k. Perform all administrative duties for Governance, including CCEA Committees, and such other duties as assigned by the Association Representative Council or the Executive Board
- l. Establish professional relationships with CCSD Trustees and CCSD Superintendent

2. Term of Office

The CCEA President is an elected office with a four-year term of service beginning in 2020 and thereafter. A member elected to the office of President is eligible for two terms and shall serve until a successor is elected. The term of President shall begin on August 1st in the year in which the election of the President has occurred.

3. vacancy

If the office of President shall become vacant, the Vice President shall become the President. However,

- a. If the vacancy occurs during the first half of the President's term, a special election for President shall be held during the regular elections to fulfill the rest of that term of office
- b. If the vacancy occurs during the second half of the President's term, the Vice President shall fulfill the remainder of that term of the President

4. Salary

The President will be paid at the daily rate of pay for the highest step in Column V of the Licensed Professional Salary Table, unless the President qualifies to be in a higher class, then the President will be paid the highest step in that class, for 220 days during the Association fiscal year, including vacations and holidays as contained in the staff's contract. Any additional days worked or benefits will be determined by Association policy.

B. Vice President

The Vice President shall be full-time release. A full-time released Vice President is defined as a member who is elected as Vice President serving full-time as Vice President with no responsibilities for the position from which they are being released.

1. Duties

The Vice President shall:

- a. act for and on behalf of the Association when the President is unable to perform the duties of that office
- b. coordinate the activities and reports to the Executive Board, Association Representative Council, and membership by all committees
- c. serve as the Chair of the CCEA Government Relations Committee
- d. perform such other duties on behalf of the Association and receive up to ten (10) buyout days per fiscal year as assigned by the Executive Board as per policy and/or the President

2. Term of Office

The CCEA Vice President is an elected office with a four-year term of service beginning in 2020 and thereafter. A member elected to the office of Vice President is eligible for two terms and shall serve until a successor is elected. The term of Vice-President shall begin on August 1st in the year that election for Vice President occurs.

3. Vacancy

If the office of Vice President shall become vacant, the Association Representative Council shall elect an Association Representative to serve as Vice President for the interim period. However,

- a. If the Vice President was serving as President during the first half of the President's term, they shall return to the office of Vice President upon the ratification of the special Presidential election results by the Association Representative Council
- b. If the Vice President was serving as President during the second half of the President's term, then they shall fulfill the remainder of the term of President
- c. If the Vice President was not serving as President, a special election shall be held during the regular election period to elect a Vice President to fulfill the un-expired term of that office

4. Salary

The Vice President shall be paid at the daily rate of pay for the highest step in Column V of the Licensed Professional Salary Table, unless the Vice President qualifies to be in a higher class, then the Vice President will be paid the highest step in that class, based on the days a 9-month teacher is required to work based on the 9-month standard contract. Additional benefits shall be determined by Association policy.

C. Secretary

1. Duties

The Secretary shall per policy:

- a. keep a record of all the proceedings of the Association governance meetings, i.e., General Membership, annual Member Assembly, Executive Board, and Association Representative Council
- b. sign official and legal documents as required
- c. maintain an official membership roll of the Association
- d. maintain an electronic archive of official reports of all individual(s) and/or committee(s) for historical purposes
- e. conduct a roll call or signature roll when required
- f. maintain record book(s) in which the bylaws, special rules of order, standing rules, and minutes entered, with any amendments to those documents properly recorded and to have the current record book(s) on hand at every governance meeting
- g. maintain a record of attendance, excused and unexcused absences for required meetings of Executive Board members
- h. perform such other duties as assigned by the Association Representative Council, the Executive Board, and the President.

2. Term of Office

The CCEA Secretary is an elected office with a four-year term of service beginning in 2022 and thereafter. The office of Secretary will have a temporary three (3) year term for the 2019 election. A member elected to the office of Secretary in 2022 and thereafter is eligible for two terms and shall serve until a successor is elected. The term of Secretary shall begin on August 1st in the year that the election for Secretary occurs.

3. Vacancy

If the office of Secretary shall become vacant, the Executive Board shall appoint one of its own to serve as Secretary for the interim period. However,

- a. If the vacancy occurs during the first half of the Secretary's term, a special election for Secretary shall be held during the regular elections to fulfill the rest of the term of office
- b. If the vacancy occurs during the second half of the Secretary's term, the interim Secretary will fulfill the remainder of the term of office

D. Treasurer

1. Duties

The Treasurer shall per policy:

- a. hold the funds of the Association and disburse them upon authorization by the Executive Board
- b. submit financial reports to the Association Representative Council and Executive Board at their regularly scheduled meetings
- c. assist the President and Budget Committee as its chairperson in preparation of the annual budget
- d. perform such other duties as assigned by the Association Representative Council, Executive Board, and/or President

2. Term of Office

The CCEA Treasurer is an elected office with a four-year term of service beginning in 2022 and thereafter. The office of Treasurer will have a temporary three (3) year term for the 2019 election. A member elected to the office of Treasurer in 2022 and thereafter is eligible for two terms and shall serve until a successor is elected. The term of Treasurer shall begin on August 1st in the year that the election for Treasurer occurs.

3. Vacancy

If the office of Treasurer shall become vacant, the Executive Board shall appoint one of its own to serve as Treasurer for the interim period. However,

- a. if the vacancy occurs during the first half of the Treasurer's term, a special election for Treasurer shall be held during the regular elections to fulfill the rest of that term of office
- b. if the vacancy occurs during the second half of the Treasurer's term, the interim Treasurer will fulfill the remainder of the term of office

Section 6. NOMINATIONS

CCEA Members who meet the qualifications may be nominated for the office of President, Vice President, Secretary, or Treasurer. The nominations shall occur at the designated Association Representative Council meeting. The elections committee shall establish nominating procedures.

Section 7. ELECTIONS

- A. Election of officers shall occur in the year in which the election is scheduled.
 - 1. Election for the offices of President and Vice President shall be conducted in 2020 and every four years thereafter.
 - 2. Election for the offices of Secretary and Treasurer shall be conducted in 2022 and every four years thereafter.
- B. Elections of officers shall be conducted by a procedure prescribed by the Election Committee and adopted by the Association Representative Council.
- C. Executive Officers shall be elected by CCEA members who cast a secret ballot via secured online vote
- D. Executive Officers shall be elected by a plurality of valid votes cast.
- E. If the number of candidates equals the number of positions to be filled, the President shall declare such candidates elected directly after nominations close.

Section 8. IMPEACHMENT AND REMOVAL FROM OFFICE

- A. Elected Executive Officers of the Association may be impeached for misfeasance, for malfeasance, or for nonfeasance in office.
- B. Impeachment proceedings against an elected Executive Officer shall be initiated by a written petition submitted to the Review Board by at least 25% of members in the Association.
- C. The Review Board shall establish a due process procedure to implement impeachment proceedings.
- D. After a due process hearing, a majority vote of the Review Board members present shall be required to sustain the impeachment charge.
- E. The impeached Officer will stand before the Association Representative Council. If the impeached Officer is found guilty by a 60% vote of the ARC, then they will be removed and the Office will become vacant.

ARTICLE V EXECUTIVE BOARD

Section 1. COMPOSITION

- A. The CCEA Executive Board shall consist of fifteen (15) members distributed in the following manner:
 - 1. Four (4) Executive Officers (President, Vice President, Secretary, and Treasurer)
 - 2. Ten (10) Executive Board Members elected from five (5) geographic zones that are roughly equal in CCEA member population. Each zone will elect two (2) Executive Board Members, one with a "Seat A" designation and the other one with a "Seat B" designation
 - 3. One (1) Executive Board Member/Other Licensed Personnel Member elected by their peers.

All elected Members to the Executive Board are voting members.

Section 2. ELIGIBILITY

- A. CCEA membership shall be held for at least one (1) fiscal year immediately proceeding the time of seating to qualify for the Executive Board Member position.
- B. Membership must be maintained throughout the term of office without a break in service.
 - 1. Break in service includes:
 - a. Retirement
 - b. Termination
 - c. Resignation
 - d. Leave of Absence (other than CCEA, Legislative Service, or leaves protected under Federal and state Law)
 - e. Otherwise no longer employed as a licensed personnel at CCSD
 - f. Drop in membership
 - 2. Where an elected Board Member is no longer eligible under Article V Section 2 of the Bylaws, a vacancy will occur and must be filled pursuant to Article V Section 8 of the Bylaws.

Section 3. OATH OF OFFICE

All elected Executive Board Members must take an Oath of Office before their term of office begins and shall comply therein.

Section 4. POWERS AND RESPONSIBILITIES

Executive Board Members shall:

- A. attend all Executive Board meetings
- B. attend all Association Representative Council meetings
- C. make necessary communications with Association and SOT Representatives in their own geographic zone at every ARC meeting
- D. manage the affairs of the Association, including making CCEA political endorsements for local, state, and federal candidates who appear on the ballot in Clark County
- E. review and approve expenditures, including political contributions to political candidates who have been endorsed by the Association
- F. oversee the implementation of policies established by the Association Representative Council and Executive Board
- G. suggest policies to the Association Representative Council for consideration
- H. retain legal counsel as deemed necessary
- I. attend annual Member Assembly Meetings and General Membership Meetings
- J. foster relationships with State Legislators by meeting with them frequently. Each individual Executive Board Members will be assigned by the CCEA President a group of three (3) State lawmakers according to State Senate Districts to lobby on behalf of the Association
- K. foster relationships with School Board of Trustees by meeting with them frequently. Each individual Executive Board Member will be assigned by the CCEA President an individual member of the School Board to lobby on behalf of the Association
- L. review the performance of the CCEA President and Vice President every 6 months and provide the President and Vice President feedback, which may include censure, with a majority vote for failing to carry out the responsibilities listed in Article IV, Section 5-A-1.
- M. perform such other duties as assigned by the Executive Board, Association Representative Council or other duties designated in the Executive Board policy.

Section 5. TERM OF OFFICE

- A. The CCEA Executive Board Member is an elected office with a four-year term of service beginning in 2020 and thereafter. Executive Board Members/Seat A positions will have a temporary three (3) year term for the 2019 election.
- B. An Executive Board Member elected in 2020 and thereafter shall not serve more than two terms. Those Seat A Executive Board Members who were elected to a three (3) year term in 2019 can only serve one (1) more term.
- C. The term of Executive Board Member begins on August 1st in the year that the election for that Executive Board seat has occurred.

Section 6. NOMINATIONS

- A. Nominations for Executive Board Member shall occur at the designated Association Representative Council. The elections committee shall establish nominating procedures.
- B. Persons seeking nomination for an Executive Board Member seat shall be employed at a work site within the zone from which election is sought.

Section 7. ELECTIONS

- A. Election of Executive Board Members shall occur in the year in which the election is scheduled.
 - 1. Election for the office of Executive Board Member/Seat B and OLP shall be conducted in 2020 and every four years thereafter.
 - 2. Election for the office of Executive Board Member/Seat A shall be conducted in 2022 and every four years thereafter. A special term of three years will apply to Executive Board Member/Seat A in the 2019 election.
- B. Election of Executive Board Members shall be conducted by a procedure prescribed by the Election Committee and adopted by the Association Representative Council.
- C. Election of Executive Board Members will be by CCEA members according to their respective zones via a secret ballot online vote conducted by the Association.
- D. Executive Board Members shall be elected by a plurality of votes cast.

Section 8. VACANCIES

- A. Vacancies within the elected Executive Board Members shall be filled by an election in the Association Representative Council for the remainder of the term.
- B. The vacancy shall be announced at the Association Representative Council meeting that immediately follows the vacancy determination.
- C. The election to fill the vacancy shall occur at the Association Representative Council meeting following the meeting at which the vacancy is announced.
- D. If an elected Executive Board Member voluntarily transfers out of their zone, then the position shall become vacant and Section 8, subparagraph A takes effect.
- E. If an elected Executive Board Member is involuntarily transferred out of their zone, then the position is not declared vacant and that member shall serve out the term to which they were elected.
- F. A member elected as Executive Board Member to fulfill the term of a vacated seat in the first half of the term will be eligible to run for one additional term; if elected in the second half of the term, the member will be eligible to run for two additional terms.
- G. An Executive Board Member's position shall be considered vacant upon four (4) absences from Executive Board meetings within the Association's fiscal year. Such an event will be announced at the next Association Representative Council meeting and upon such a vacancy Section 8, subparagraph (A), takes effect.

Section 9. MEETINGS

- A. The Executive Board shall meet on a monthly basis at least ten (10) times a year. The President, with the consent of the Executive Board, shall establish the time, location, and agenda for Executive Board meetings. A regularly scheduled Executive Board meeting is defined as:
 - 1. any meeting announced at the first ARC Meeting of the new school year, and
 - 2. has its own agenda and minutes
- B. Special meetings may be called by the President or at the request of a majority of the members of the Executive Board.
- C. A majority of the Executive Board shall constitute a quorum for the consideration of official business at an Executive Board meeting.

Section 10. BOARD VOTING

- A. Executive Board members must be present in order to cast a vote.
- B. In an emergency situation, the President may conduct a phone poll vote. The results of the phone poll vote must be ratified at the next Executive Board meeting.

Section 11. RECALL

- A. An elected Executive Board Member may be recalled for misfeasance, for malfeasance, or for nonfeasance in office.
- F. Recall proceedings against an elected Executive Officer shall be initiated by a written petition submitted to the Review Board by at least 25% of members in the Association.
- G. The Review Board shall establish a due process procedure to implement recall proceedings.
- H. After a due process hearing, a majority vote of the Review Board members present shall be required to remove the Executive Board Member from office.
- I. The recalled Member will stand before the Association Representative Council. If the recall is upheld by a 60% vote of the ARC, then the Member will be removed, and the position will become vacant. The resulting vacancy would then be filled according to Article V, Section 8.

ARTICLE VI REVIEW BOARD

Section 1. JUDICIAL BODY

The judicial powers of the Association as described herein shall be vested in the Review Board of nine (9) members.

Section 2. TERM OF OFFICE

The position of a Review Board member is a three (3) year term. A member elected to serve on the Review Board shall serve no more than two (2) terms as a Review Board Member and shall serve until a successor is elected. The term shall begin upon election in the year in which the election occurs and end upon the election of a successor.

Section 3. QUALIFICATIONS

Members of the Review Board must be voting members of the Association Representative Council at the time of election and shall serve until a successor is elected. Review Board members may not be a local officer, Member of the Executive Board, or a chairperson of any CCEA committee. At least one (1) year of experience in the Association Representative Council is required prior to election to the Review Board. No person shall be concurrently a member of the Review Board and/or any of the aforementioned bodies.

Section 4. DUTIES AND FUNCTIONS

The Jurisdiction of the Review Board shall extend to cases herein defined:

- A. The Review Board shall have original jurisdiction in the following cases:
 - 1. Impeachment of an Association Officer
 - 2. Recall of an Executive Board Member
 - 3. The censure, suspension, or expulsion of a member
 - 4. Review, upon request, of an action of an Executive officer(s), or Executive Board Member(s) regarding consistent application of the Bylaws, Policies, or member(s).
- B. The Review Board shall have the following duties and functions subject to the conditions as herein outlined:
 - 1. To impeach an officer. The officer shall have the right to appeal to the Association Representative Council
 - 2. To recall an Executive Board member. The board member shall have the right to appeal to the Association Representative Council
 - 3. To censure, suspend, or expel a member. The member shall have the right to appeal to the Association Representative Council
 - 4. To vacate censure, lift suspension, or re-instate a member
 - 5. To review the action of the officers, Executive Board or Association Representative Council for consistency with the Bylaws and to recommend the appropriate remedial action if necessary. Requests for review may be made only by the Executive Board or upon the petition of fifty (50) members of the Association Representative Council excluding Review Board members
 - 6. To remove from office, suspend, or censure a member elected to any Association position for violation(s) of the Association, Bylaws, Policies, or Procedures.
 - 7. To review the membership numbers in each Executive Board zone every two (2) years as described in the Association Bylaws Article V, Section 1, Paragraph A-2

Section 5. REVIEW BOARD PERROGATIVES

The Review Board shall establish its rules of procedure with the approval of the Association Representative Council. Due process must be guaranteed in all proceedings.

Section 6. REVIEW BOARD ELECTION

- A. Nominations shall be announced from the Association Representative Council floor during the August Association Representative Council meeting. Nominations and elections by secret ballot of vacant Review Board positions will occur during the September Association Representative Council meeting. Pursuant to Article V section 8(b)(c)
- B. If the numbers of candidates equal the number of positions to be filled, the President shall declare the candidate elected directly after nominations close.

Section 7. OATH OF OFFICE

All elected Review Board members must take an Oath of Office before their term of office begins and shall comply therein.

ARTICLE VII COMMITTEES

Section 1. STANDING COMMITTEES

Each Standing Committee shall have a purpose, procedures, and a chairperson to conduct their business. The Standing Committees of the Association, which are appointed by the President with the confirmation of the Association Representative Council, are as follows:

- A. Budget Committee (treasure duties)
- B. Bylaws & Policy Committee
- C. Elections Committee
- D. Member Rights Committee
- E. Negotiations Committee
- F. Special Education Committee
- G. Government Relations Committee
- H. Education Policy and Research Committee
- I. Member Engagement Committee

Section 2. Other Committees.

Other Committees of the Association shall be created based on interest of a minimum of twenty-five (25) members.

Section 3. REPORTS

Committees shall report to the Association Representative Council upon the request of the ARC.

Section 4. COMMITTEE MEMBERS

The CCEA President shall appoint all committee members and chairpersons with the confirmation of the Association Representative Council. Each Standing Committee should promote and support diversity that is representative of CCEA's membership. Standing Committee members shall be members of the Association Representative Council and possess voting privileges in the ARC.

Section 5. SPECIAL COMMITTEES

The Association Representative Council is authorized to establish Special Committees.

ARTICLE VIII ASSOCIATION MEETINGS

Section 1. GENERAL MEMBERSHIP MEETINGS

- A. A General Membership Meeting shall be held for members to ratify or reject, by majority vote of those present, a contract negotiated by CCEA with the School District.
- B. Upon the request of the Association President, with the advice and consent of the Executive Board, a General Membership Meeting shall be held to vote on issues when necessary and proper to ensure the full and effective participation of all members, and to ensure the goals and objectives of the Association as stated under Article I.
- C. Upon submitting, to the CCEA Executive Board, a petition signed by 15% of members in good standing, a General Membership Meeting may be called.

Section 2. ANNUAL MEMBER ASSEMBLY MEETING

The Association shall convene an annual Member Assembly Meeting each January to discuss and act upon all matters of the Association. Any CCEA member in good standing may attend the Member Assembly Meeting and possesses the right to vote at such meetings. There shall be a 30-day calendar day notice with agenda of the annual Member Assembly Meeting.

ARTICLE IX PROFESSIONAL STAFF

Section 1. UNION STAFF

The Association's Executive Board shall employ professional staff. The CCEA Executive Director shall manage the staff and possess the authority to make all personnel decisions with the advice and consent of the President. The Executive Board shall make an annual report to the Association Representative Council regarding the compensation of the employed staff.

ARTICLE X STATE AND NATIONAL AFFILIATION

Section 1. AFFILIATE STATUS

The Association shall be independent of any state or national affiliation. Members may alter this status in a General Membership Meeting with a majority vote of those present with a petition signed by 25% of members in good standing.

ARTICLE XI AMENDMENT OF BYLAWS

Section 1. SUBMISSION OF PROPOSED AMENDMENTS

- A. Amendments to the bylaws must be submitted to the Bylaws Committee by March 1.
- B. Proposed bylaw amendments shall be submitted to the Bylaws Committee for review:
 - 1. by petition signed by at least 50 members; or
 - 2. by majority vote of the Executive Board; or
 - 3. by written motion and approval of the Association Representative Council
- C. The Bylaws Committee may propose Bylaw amendments.
- D. Proposed amendment(s) shall be submitted in written form and referred to the Bylaws Committee for review. The Bylaws Committee shall edit the proposal(s) to conform to the structure and style of the document without changing its substance.
- E. The proposed amendment(s) shall be presented for review at the March Association Representative Council meeting and debated at the April Association Representative Council meeting.

Section 2. VOTING ON AMENDMENTS

- A. Adoption of proposed amendment(s) to these Bylaws shall be by a 60% vote cast at the Association Representative Council meeting in April.
- B. Unless otherwise provided, all amendments shall take effect immediately following their adoption.

**ARTICLE XII
PARLIAMENTARY AUTHORITY**

The most recent edition of *Robert's Rules of Order Newly Revised* shall be the authority in all matters of procedure at the Association Representative Council, the Executive Board, the annual Member Assembly, and a General Membership Meeting, except as otherwise specified in these Bylaws.

**ARTICLE XIII
INDEMNIFICATION**

The Association shall and hereby does indemnify all present and former officers, directors and employees of the Association for expenses and costs (including attorneys' fees) actually and necessarily incurred by him/her in connection with any claim asserted against him/her, by action in court or otherwise, by reason of his/her being or having been director, officer, or employee, except in relation to matters as to which s/he shall have been found guilty of negligence or misconduct in respect to the matter in which indemnity is sought.

**ARTICLE XIV
INCORPORATION**

The Association is incorporated in the State of Nevada under statutes NRS 81-410 and NRS 81-540.

**ARTICLE XV
DISSOLUTION**

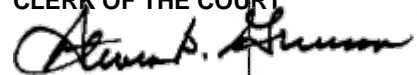
Upon the dissolution of the Association, the Executive Board shall, after paying or making provision for the payment of all the liabilities of the Association, dispose of all assets of the Association exclusively for the purpose of the Association or donate the remaining assets to such organizations organized and operated exclusively for charitable, education, or scientific purpose as the Executive Board shall determine.

Exhibit 6M

Declaration of Henry Pines in Opposition to CCEA Parties' Countermotion for Partial Summary Judgment

(UNDER SEAL)

INTENTIONALLY BLANK



DECL

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsfllp.com

plal@bsfllp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, and MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**DECLARATION OF JAMES P.
TESTERMAN IN SUPPORT OF NSEA
AND NEA PLAINTIFFS' MOTION FOR
PARTIAL SUMMARY JUDGMENT AND
OPPOSITION TO CCEA'S
COUNTERMOTION**

1 Pursuant to N.R.S. § 53.045, I, James P. Testerman, hereby declare as follows:

2 1. I am over the age of eighteen and am competent to testify on the matters set forth
3 herein. I make the statements in this Declaration in support of NSEA and NEA Plaintiffs'
4 Motion for Partial Summary Judgment and Opposition to the CCEA Parties' Countermotion for
5 Partial Summary Judgment. The statements in this Declaration are made on the basis of facts of
6 which I have personal knowledge and on the basis of my review of records kept in the ordinary
7 course of business by the National Education Association ("NEA").

8 2. I have been Senior Director for the NEA Center for Organizing since September
9 2012. My role as Senior Director for the Center for Organizing is to support all state affiliates
10 through our field program. In that role, I often field questions related to our governing
11 documents and am fully familiar with their interpretation and application to governing NEA
12 local and state affiliates.

13 3. Until April 25, 2018, the Clark County Education Association ("CCEA") was an
14 affiliate of the NEA and the Nevada State Education Association ("NSEA").

15 4. By virtue of its affiliation with NEA, CCEA was bound by the NEA Bylaws,
16 which constitute a contract between NEA and its affiliated state and local associations.

17 5. A true and correct copy of the NEA Bylaws that was operative during the 2017-
18 2018 school year is attached to this declaration as Exhibit A.

19 6. Section 8-7 of the Bylaws delineates the minimum standards for local affiliates. It
20 includes the requirement that local affiliates "require membership in the Association [NEA] and
21 in its state affiliate where eligible." NEA Bylaws Section 8-7(c).

22 7. Pursuant to the NEA Bylaws, while CCEA was an affiliate of NEA and NSEA,
23 members of CCEA were required to be members of NSEA and NEA, and were required to pay
24 membership dues to each organization on an annual basis.

25 8. This unified-membership structure applies to affiliated state and local associations
26 across the country. Currently, NEA has 52 state affiliates and 15,370 local affiliates whose
27 members are also members of NEA and are required to pay annual NEA dues.
28

1 9. Section 2-9 of the NEA Bylaws governs the financial responsibilities that state
2 and local associations owe to NEA by virtue of its unified membership structure. Section 2-9(a)
3 provides that “[l]ocal affiliates shall have the full responsibility for transmitting state and
4 Association dues to state affiliates on a contractual basis.”

5 10. Pursuant to Section 2-9, local associations are responsible for transmitting state
6 and NEA dues and to do so by maintaining a dues transmittal contract with their affiliated state
7 association. Failure to do so is a breach of Section 2-9(a).

8 11. Section 2-9(a) of the NEA Bylaws requires local associations to “transmit” NEA
9 and state association dues collected from members to the state affiliate.

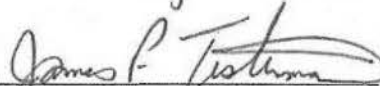
10 12. Section 2-9(b) further establishes a default transmission schedule applicable to all
11 local associations. Specifically, Section 2-9(b) provides that local associations “shall
12 transmit . . . at least forty (40) percent of the Association dues receivable for the year by March
13 15 and at least seventy (70) percent of the Association dues receivable for the year by June 1.”

14 13. The schedule in Section 2-9(b) applies regardless of whether there is a dues
15 transmittal agreement in place. While the NEA Bylaws permit a local and state affiliate to
16 negotiate a dues transmittal agreement that would modify the dues transmission schedule
17 pursuant to which local affiliates transmit dues to the state affiliate, the NEA Bylaws do not
18 allow local affiliates unilaterally to modify their dues transmission obligations from those set
19 forth in Section 2-9(b).

20 14. Section 2-9(b)’s transmission requirements apply to affiliated local associations
21 across the country, not just to CCEA.

22 15. In my experience, CCEA is the only local association that has terminated its dues
23 transmittal contract while still affiliated with NEA and that has collected the state and national
24 association’s member dues, but refused to transmit them.
25
26
27
28

1 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
2 and correct. Executed this 21st day of January, 2019 in Washington DC.

3
4 
5 James P. Testerman
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

Pursuant to NRC 5(b), I, an employee of BOIES SCHILLER FLEXNER LLP, hereby certify service of the foregoing ***DECLARATION OF JAMES P. TESTERMAN IN SUPPORT OF NSEA AND NEA PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND OPPOSITION TO CCEA'S COUNTERMOTION*** was made this date by electronic filing and/or service via the Eighth Judicial District Court's E-Filing System to the following:

John S. Delikanakis
Michael Paretti
Snell & Wilmer, L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169

/s/ Carolyn E. Wright
An employee of Boies Schiller Flexner LLP

Exhibit A

Exhibit A

Bylaws of the National Education Association of the United States

1. Objectives

1-1. Specific Objectives.

The specific objectives directed toward the achievement of the stated goals of the Association shall be:

a. To improve the structure of the Association to ensure the full and effective participation of all members, thereby establishing and maintaining an independent, self-governing organization;

b. To promote continuous improvement of instruction and of curriculum;

c. To promote and to protect the rights and welfare of its members;

d. To advance professional rights and to enhance professional responsibilities to further the consistent development and improvement of the profession and its practitioners;

e. To work among the American people for broad support of education and for improved attitudes toward the profession;

f. To secure adequate financial support for public education;

g. To promote the rights and welfare of all students;

h. To assist each student in realizing his or her maximum potential;

i. To develop and provide leadership in solving social problems; and

j. To protect and support its members as employees in disputes with employers or with those acting on behalf of employers.

2. Membership

2-1. Categories.

a. There shall be six (6) categories of membership in the Association: Active, Student, Retired, Substitute, Reserve, and Staff.

b. Active membership shall be open to any person (i) who is employed by or in a public school district, public or private preschool program, public or private college or university, or other public institution devoted primarily to education, regardless of the specific nature of the functions that the person performs at the work site and regardless of who actually employs the person; (ii) who is employed by a public sector employer other than a school district, college or university, or other institution devoted primarily to education but who is employed primarily to perform educational functions; (iii) who is on limited leave of absence from the employment described in items (i) and (ii) above; (iv) who is a member of a state affiliate in the state affiliate's Active (or equivalently designated) membership category; or (v) who is serving as an executive officer of the Association or of a state or local affiliate; or (vi) who is elected to serve as an Executive Committee member and whose employment as described in (i) or (ii) above is subsequently involuntarily terminated before the end of their current

term. The Association shall continue to allow Active membership to those Active members (i) who have been laid off due to a reduction in force for as long as such persons are eligible to be recalled, or for three (3) years, whichever is longer; or (ii) who have been discharged for as long as a legal challenge to such discharge is pending.

Notwithstanding any other provision in these Bylaws, a person who is an Active member of the Association pursuant to Bylaw 2-1.b (iv) may continue such membership only if he or she remains a member of the state affiliate in the Active (or equivalently designated) membership category.

An Active member who is engaged in or on a limited leave of absence from professional educational employment shall hold or shall be eligible to hold a baccalaureate or higher degree or the regular teaching, vocational, or technical certificate required by his or her employment or shall be an exchange teacher who is regularly employed as a teacher in another country.

Active membership is limited to persons who support the principles and goals of the Association and maintain membership in the local and state affiliates where eligible. The Association shall not accept as Active members persons who are not eligible for Active membership (or the equivalently designated membership category) in the state affiliate, unless the state affiliate (i) by action of its board of directors (or equivalent governing body) approves such acceptance and (ii) enters into an agreement with the Association pursuant to which the state affiliate agrees to function as the Association's agent for

the delivery of Association services and programs to the members in question. Approval by and a service agreement with the state affiliate shall not be prerequisites to the Association's acceptance into Active membership of persons who are not eligible for active membership (or the equivalently designated membership category) in the state affiliate if said persons are members of a local affiliate that (i) is comprised predominantly of persons who are not eligible for active membership in the state affiliate and (ii) was a local affiliate of the Association as of the effective date of this amendment.

c. Student membership shall be open to any student (i) who is enrolled in a postsecondary program that is preparatory for employment in a position that would make him or her eligible for Active membership or (ii) who is serving as chairperson of the NEA Advisory Committee of Student Members. A student who is eligible for Association membership in both the Student and Active membership categories may, with the approval of the Executive Committee, join the Association as a Student member. Student members shall be eligible to be voting delegates at the Representative Assembly. Student members shall maintain membership in the state affiliate provided the affiliate has a membership category for student members.

d. Retired membership shall be open to any person who is at least forty-five (45) years of age or who is eligible to receive a pension from an educational employment retirement system (including Social Security), and who was employed for at

least five (5) years in a position that qualified him or her for Active membership but who is no longer so employed or who retires and returns to either day-to-day or regular full- or part-time educational employment as part of an early retirement agreement with the local school district. Retired membership is limited to persons who support the purposes and programs of the Association. Retired members shall maintain membership in the state affiliate provided the affiliate has a membership category for retired members and provided the affiliate grants such members at least the right to serve as delegates to its delegate assembly or equivalent body and to be counted toward the representation entitlement for such body.

Retired members shall have the right to vote, to hold elective or appointive positions in the Association, and to be counted toward the representation entitlement for the Board of Directors and the Representative Assembly as provided in the Constitution and Bylaws.

Retired members shall be eligible to receive Educators Employment Liability Coverage and other benefits and services of the Association authorized by the Board of Directors.

Unless these Bylaws provide otherwise, a person who is eligible for Association membership in both the Retired and Active membership categories shall have the option to join the Association as a Retired or as an Active member.

An Active Life member who is eligible for Retired membership may join the Association as a Retired member while retaining his or her Active Life membership,

provided that during the period of such membership, he or she shall be counted for the allocation of delegate credentials, be eligible to participate in Association governance, be eligible to receive Association benefits and services, and be treated for all other Association purposes only as a Retired member.

e. Unless otherwise provided herein, an educational employee employed on a day-to-day basis who is eligible for membership in the Active category shall have the option of joining the Association as a Substitute member, unless said employee is eligible for NEA Retired membership. The option to join the Association as a Substitute member shall be available only to an educational employee who is employed in a state in which the state affiliate has a substitute membership category and who maintains membership in the state affiliate's substitute membership category. Substitute members shall receive Educators Employment Liability coverage and other benefits and services authorized by the Board of Directors. Educational employees employed on a day-to-day basis who are included in a bargaining unit with full-time educational employees shall be eligible only for Active membership.

f. Reserve membership shall be open to any person (i) who is on a leave of absence of at least six (6) months from the employment that qualifies him or her for Active membership or (ii) who has held Active or Education Support membership in the Association but whose employment status no longer qualifies that individual for such membership.

g. Staff membership shall be open to any person employed by the Association or any of its affiliates in a staff position.

h. Unless these Bylaws provide otherwise, a person who is eligible for more than one (1) membership category shall join the Association in the membership category that provides the greatest degree of participation in Association governance.

i. A member may appeal the assigned category of membership to the Executive Committee, which shall have authority to make the final determination in this regard.

2-3. Rights and Limitations.

a. Membership in the Association shall be determined by the local or state affiliate. Where Association membership is denied on the local level by virtue of educational position, the state may provide for such membership by vote of the state delegate assembly. Educational positions eligible for membership shall be determined through secret ballot in all local or state affiliates. Those local associations limited in membership to classroom teachers may be exempt from such determination.

b. The right to vote and to hold elective or appointive position shall be limited to Active members except as otherwise provided.

c. All members shall be eligible to receive special services, assistance in the protection of professional and civil rights, and reports and publications of the Association in accordance with the policies and procedures of the Association.

d. An individual who is a member of a negotiating team representing a school

board or representing a board of trustees of a higher education institution shall be denied membership if such denial is requested by a governing body of an Association affiliate in the school district or higher education institution in question. The Executive Committee shall adopt rules for implementing this Bylaw.

e. An individual who is expelled or suspended by a local or state affiliate for violation of the affiliate's code of ethics or other sufficient cause shall be expelled or suspended, as may be appropriate, by the Association, unless he or she was expelled or suspended by the affiliate without being accorded due process or for conduct in support of a goal, objective, or written policy of the Association.

f. Active Life members at the time of adoption of this document by the Representative Assembly shall continue to hold Active membership for life; Associate Life members shall continue to hold Associate membership for life. A past president of the Association shall hold Active membership for life. If the employment status of a past president does not meet the requirements of Bylaw 2-1.b, the education position of said individual shall be category 2.

g. Any member, other than a Life member, whose profession or occupational position changes shall be transferred to the class of membership applicable to the new position; the member shall not remain in a class of membership for which the member is no longer eligible.

h. Membership shall be continuous unless terminated for sufficient cause, including but not limited to the unjust use of

administrative authority to break a strike, to lock out, to reduce in force, to fire, or to harass an NEA member. Sufficient cause, including "unjust use," shall be decided by the Review Board on a case-by-case basis.

i. Members who fail to adhere to any of the conditions of membership as stated in Article II of the Constitution shall be subject to censure, suspension, or expulsion.

2-5. Membership Year.

a. The membership year shall be from September 1 through August 31. A person who is not a continuing member of the Association who joins the Association for a particular membership year shall become a member of the Association as of September 1 of that membership year, or the date on which he or she joined the Association, whichever is later.

b. If a person who is not a continuing member of the Association joins the Association for a particular membership year prior to September 1 of that membership year, and the school year that corresponds to the Association membership year begins for that person prior to September 1, he or she shall be eligible to receive the benefits and services of the Association authorized by the Board of Directors during the portion of the school year between the date that he or she joined the Association and September 1.

2-7. Membership Dues.

a. Dues of Active members engaged in or on limited leave of absence from professional educational employment shall be .00225 times the national average

annual salary of classroom teachers in the public elementary and secondary schools (rounded to the nearest dollar) plus .00055 of the national average annual salary of classroom teachers in the public elementary and secondary schools (rounded to the nearest dollar) to be allocated to UniServ grants according to the policy of the Board of Directors. The computation shall be based on salary data for the prior year as determined by NEA Research.

The dues of an Active member who has left professional educational employment to serve as an executive officer of the Association or of a state or local affiliate shall be equal in amount to the dues of an Active member engaged in or on a limited leave of absence from professional educational employment.

Dues of Active members who are employed in or on limited leave of absence from education support professional positions shall be determined in the same manner as the dues of Active members engaged in professional educational employment except that the national average annual salary of school employees in education support positions shall be used in the formula and the dues shall in no event be less than one-half (1/2) the dues of Active members engaged in professional educational employment. The portion of said dues allocated to UniServ grants shall be equal in amount to that allocated on behalf of Active members engaged in professional educational employment.

The dues of an Active member who has left an education support professional position to serve as an executive officer of

the Association or of a state or local affiliate shall be equal in amount to the dues of an Active member employed in or on a limited leave of absence from an education support professional position.

The dues of persons who are Active members of the Association pursuant to Bylaw 2-1.b (iv) shall be equal in amount to the dues of similarly situated Active members who are either (i) engaged in or on limited leave of absence from professional educational employment, or (ii) employed in or on limited leave of absence from educational support positions, based on the categorization used by the state affiliate to determine the state affiliate's dues for such persons.

Any person (i) who joins as an Active member for the first time after the commencement of the membership year, (ii) who becomes eligible for Active membership after the commencement of the membership year, or (iii) who returns to professional educational employment or to an education support professional position from a limited leave of absence after the commencement of the membership year shall be enrolled in full standing for the remainder of the membership year by paying the amount of annual dues which is commensurate with the remaining portion of the membership year.

b. The dues of an Active member who is an exchange teacher from another country shall be waived, provided that the exchange teacher continues to hold membership in a national teacher organization in his or her country of residence, the national teacher organization grants full membership rights and a dues waiver

to any NEA member who is an exchange teacher in that country, and the relevant state and local affiliates grant full membership rights and a dues waiver to the exchange teacher.

c. The Association shall allow credit to first-year Active members who join the Association during their first year of membership eligibility, the reduction of their dues being twenty dollars (\$20) per year for each year of their membership in Student NEA and/or for each year of their NEA Student membership up to four (4) years. The first-year Active member shall provide proof of membership in Student NEA to be eligible for credit, and the Association shall verify NEA Student membership.

d. The membership fee for persons eligible for Active membership who are regularly employed for fifty (50) percent or less, but greater than twenty-five (25) percent, of the normal schedule for a full-time employee, who are not employed as substitutes, and who are not eligible for membership as a full-time employee through another local association (as verified by the local association) shall be one half (1/2) of the Active dues, as appropriate. The membership fee for persons eligible for Active membership who are regularly employed for twenty-five (25) percent or less of the normal schedule for a full-time employee, who are not employed as substitutes and who are not eligible for membership as a full-time or part-time employee through another local association (as verified by the local association) shall be one-quarter (1/4) of the Active dues, as appropriate.

e. The membership fee for Active members who are employed as substitutes shall be one-fourth (1/4) of the Active dues, as appropriate.

f. The Association shall continue to allow Active membership to those education association members laid off due to a reduction in force with reduction in dues of fifty (50) percent. Such eligibility for Active membership shall continue as long as such persons are eligible to be recalled or for three (3) years, whichever is longer.

g. Annual dues of Student members shall be established by the Representative Assembly in the program budget.

h. Dues of Retired members shall be established by the Board of Directors and shall be payable (i) by a retired individual who joins the Association on an annual basis or (ii) through a Retired membership-for-life program as established by the Board of Directors.

i. Dues for Substitute members shall be established by the Board of Directors.

j. Dues of Reserve members shall be one-half (1/2) the dues of Active members, as appropriate.

k. Dues of Staff members shall be one half (1/2) the dues of Active members engaged in professional educational employment.

l. The Executive Committee may establish reduced membership dues for persons eligible for Active membership who are included in a group of employees (i) that is attempting to become an affiliate of the Association; (ii) for which an affiliate of the Association is attempting to become the recognized organization; (iii) for which an affiliate of the Association is the

recognized organization, but has not yet negotiated an initial collective bargaining agreement; (iv) in which a competing organization is attempting to solicit members by charging a lesser amount of dues; or (v) who are not eligible for membership in a state or local affiliate of the Association. The amount of the dues charged to such persons, and the Association services and benefits for which they are eligible, shall be determined by the Executive Committee on a case-by-case basis. The Executive Committee shall adopt rules for implementing this Bylaw.

m. (1) Except as otherwise provided in Bylaw 2-7.m (2) with regard to members of certain dual-national local affiliates, or in Bylaw 8-11.c with regard to persons eligible for Active membership in the Association pursuant to Bylaw 2-1.b (iv), members of a dual-national state affiliate shall maintain membership in the Association and the American Federation of Teachers where eligible, and the total combined national dues that such members pay shall be not less than the Association dues for members in the relevant membership category. If a member of a dual-national state affiliate is a member of the Association and the American Federation of Teachers, said member's total combined national dues shall be allocated between the two organizations in a manner that reflects the comparative number of members in the relevant membership category who were eligible for Association membership in the respective Association and American Federation of Teachers state affiliates during the membership year immediately preceding the date on which the

dual-national state affiliate came into existence as a legal entity (hereinafter “allocation percentage”), provided (a) if, during any of the first five (5) membership years following the affiliation of a dual-national state affiliate, the number of such members exceeds by more than three percent (3%) the number of such members during the immediately preceding membership year, each organization shall receive fifty percent (50%) of the total combined national dues of such excess members; (b) beginning with the sixth membership year following the affiliation of a dual-national state affiliate, if the number of such members during any membership year exceeds the number of such members during the immediately preceding membership year, each organization shall receive fifty percent (50%) of the total combined national dues of such excess members; and (c) the Association shall not receive pursuant to Section 2-7.m (1) (a) or 2-7.m (1) (b) above, more from any such member than the allocation percentage, or fifty percent (50%), whichever is appropriate as applied to Association dues for the relevant membership category. If the member is a member of the Association but is not eligible for membership in the American Federation of Teachers, the Association shall receive the full amount of said member’s total combined national dues.

(2) If a member of a dual-national local affiliate (a) that is in a state that does not have a dual-national state affiliate, or (b) that is in a state that has a dual-national state affiliate but is newly created and did not result from the merger of an Association local affiliate and an

American Federation of Teachers local affiliate, is a member of the Association and the American Federation of Teachers, each organization shall receive fifty percent (50%) of said member’s total combined national dues, provided that the Association shall not receive more than fifty percent (50%) of the Association dues for the relevant membership category. If the member is a member of the Association but is not eligible for membership in the American Federation of Teachers, the Association shall receive the full amount of said member’s total combined national dues.

The national dues of members in any merged local affiliate with 20,000 members or more in the membership year prior to the merger shall be determined in accordance with Bylaw 2-7m(1), not Bylaw 2-7m(2).

(3) The provisions of Bylaw 2-7.m shall take precedence over anything to the contrary in Bylaw 2-7.a through l.

n. Beginning with the 2007–08 membership year, the annual membership dues of Active members of the Association, as computed pursuant to Bylaw 2-7.a, shall be increased by ten dollars (\$10.00), with an additional increase of ten dollars (\$10.00) beginning in the 2011–2012 membership year. This dues increase shall be allocated to the Ballot Measure/Legislative Crises and Media Campaign Fund. The annual membership dues of Student members of the Association, as established pursuant to Bylaw 2-7.g, shall include one dollar (\$1.00) to be allocated to the Ballot Measure/Legislative Crises and Media Campaign Fund.

Sixty percent (60%) of the money allocated to the Ballot Measure/Legislative Crises and Media Campaign Fund during each membership year shall be available to assist state affiliates in dealing with ballot measures and legislative crises, and forty percent (40%) shall be available for national and state media campaigns to advance the cause of public education and publicize the role of the Association and its affiliates in improving the quality of public education.

Where necessary to avoid legal problems under state law, the Association and a state affiliate may, at the request of the state affiliate, enter into a written agreement providing that the money collected from members of that state affiliate shall not be used to deal with ballot measures, but shall be used only to deal with legislative crises and/or to fund national and state media campaigns. The Executive Committee shall develop guidelines to implement this Bylaw. These guidelines shall be submitted to the Board of Directors, and shall become effective when approved by the Board of Directors.

The NEA president shall make a report regarding the operation of the Ballot Measure/Legislative Crises and Media Campaign Fund, which shall include a financial statement, to each Representative Assembly.

o. Beginning with the 2002–2003 membership year: (1) Active members engaged in or on limited leave of absence from professional educational employment who pay annual dues as calculated pursuant to Bylaw 2-7.a (hereinafter “base annual dues”) shall pay an additional one

dollar (\$1) in annual dues; and (2) Active members who pay less than base annual dues, Reserve members, and Staff members shall pay an additional fifty cents (\$.50). These additional dues shall be allocated to the NEA Foundation for the Improvement of Education.

p. Beginning with the 2013-2014 membership year, the annual membership dues of Active members of the Association, as computed pursuant to Bylaw 2-7.a, shall be increased by three dollars (\$3.00). These dues increases shall be allocated to a Special Fund to help NEA affiliates advance the goal of great public schools for all students.

The Executive Committee shall develop guidelines to implement this Bylaw. These guidelines shall be submitted to the Board of Directors, and shall become effective when approved by the Board of Directors.

The NEA president shall make a report regarding the operation of the Special Fund, which shall include a financial statement, to each Representative Assembly.

2-9. Dues Transmittal and Enforcement Procedures.

a. The Association shall enter into contracts with state affiliates governing the transmittal of Association dues. State affiliates shall have the full responsibility for transmitting Association dues from local affiliates on a contractual basis. Local affiliates shall have the full responsibility for transmitting state and Association dues to state affiliates on a contractual basis. Standards and contracts for transmitting dues shall be developed between the state affiliate and each local affiliate.

b. A local shall transmit to a state affiliate and a state affiliate shall transmit to the Association at least forty (40) percent of the Association dues receivable for the year by March 15 and at least seventy (70) percent of the Association dues receivable for the year by June 1; the percentage shall be based upon the last membership count prior to January 15, and upon a membership year beginning September 1, unless the contracted transmittal schedule stipulates otherwise.

(1) A local or state affiliate which becomes delinquent in its contracted transmittal schedule by more than thirty (30) days shall be assessed a penalty of two (2) percent per month on the overdue balance.

(2) Except as otherwise provided in 2-9.b (3) or (4), the delegates representing a state affiliate that has not transmitted at least forty (40) percent of the dues receivable for the year by March 15 and seventy (70) percent of the dues receivable for the year by June 1 shall have no right to participate in the NEA Representative Assembly at the Annual Meeting other than to (i) participate in elections for Association officers and (ii) vote on increases in Association membership dues.

(3) Except as otherwise provided in 2-9.b (4), if a state affiliate informs the NEA in writing that a local affiliate has failed to transmit the Association dues in accordance with the dates set forth in 2-9.b and such information is verified by the executive director, the delegates of that local shall have no right to participate in the NEA Representative Assembly

at the Annual Meeting other than to (i) participate in elections for Association officers and (ii) vote on increases in Association membership dues. In this event, the delegates of the state affiliate shall have full right to participate in the NEA Representative Assembly at the Annual Meeting.

(4) The denial of participatory rights called for in 2-9.b (2) or (3) may be waived by the NEA Executive Committee if the state or local affiliate in question enters into a written contract with the NEA Executive Committee in which it agrees to transmit the delinquent dues on terms that are acceptable to the NEA Executive Committee, provided that the NEA Executive Committee shall not enter into such a contract with a local affiliate until after it has consulted with the relevant state affiliate. The NEA Executive Committee may terminate any waiver granted pursuant to this section if the affiliate fails to comply with the aforesaid contract.

3. Representative Assembly

3-1. Allocation of Delegates.

a. Allocation of delegate credentials to state and local affiliates shall be on the basis of Active membership in the Association as of January 15 of the calendar year in which the Representative Assembly convenes.

Representation from state and local affiliates which provide all-inclusive membership shall be on the basis of proportional representation by education position.

Representation from state and local affiliates which include in their membership more than one (1) of the three (3) job categories eligible for Association Active membership (i.e., nonsupervisory Active members in prekindergarten through secondary instructional positions, education support positions, or higher education faculty positions) may, at the option of the state and local affiliates, be on the basis of proportional representation by job category. A delegate elected to represent an affiliate shall be a member of that affiliate, provided that if additional delegate positions are allocated to a state affiliate on the basis of Active members of the Association within a state who are not also members of the state affiliate, only the latter members of the Association may be elected to such additional delegate positions.

b. Article III of the Constitution shall provide for the allocation of delegate credentials to local affiliates.

c. Article III of the Constitution shall provide for the allocation of delegate credentials to state affiliates.

d. Except as otherwise provided in Bylaw 3-1.k, each state affiliate shall be allocated one (1) delegate credential for the first fifty (50) Student members of the Association. The state affiliate shall receive a second credential when Student membership in the state reaches seven hundred fifty (750) and an additional credential for each five hundred (500) Student members thereafter. The allocation shall be on the basis of Student membership in the Association as of March 15 of the calendar year in which the Representative Assembly convenes.

e. Except as otherwise provided in Bylaw 3-1.k, allocation of delegate credentials for Retired members of the Association within each state shall be made to state affiliates based on the ratio of 1:50 for the first 50 Retired members and an additional delegate for each 1,000 Retired members thereafter.

f. Except as otherwise provided in Bylaw 3-1.k, allocation of delegates to school nurse members denied active membership in local affiliates shall be based on the ratio of 1:150 school nurse members so denied.

g. It is the policy of the Association to achieve ethnic-minority delegate representation at least equal to the proportion of identified ethnic-minority populations within the state. Prior to December 1 of each fiscal year, each state affiliate shall submit to the NEA Executive Committee for its approval a legally permissible plan which is designed to achieve a total state and local delegation to the Representative Assembly held that fiscal year which reflects these ethnic-minority proportions. If a state affiliate fails to submit such a plan, the NEA Executive Committee fails to approve a plan which is submitted, or a state affiliate fails to comply with an approved plan, the Representative Assembly may deny to the delegates from the state affiliate any right to participate in the NEA Representative Assembly at the Annual Meeting other than to (i) participate in elections for Association officers and (ii) vote on increases in Association membership dues. Local affiliates shall comply with the approved plan of the state affiliate, and if a local affiliate fails to do so, the right of its

delegates to participate in the NEA Representative Assembly at the Annual Meeting may be limited as indicated above. The failure of a state or local affiliate to comply with the provisions of this Bylaw shall in addition be grounds for censure, suspension, or expulsion pursuant to Bylaw 6-5.

h. Except as otherwise provided in Bylaw 3-1.k, allocation of delegates to higher education members denied active membership in local affiliates shall be based on the ratio of 1:150 higher education members so denied. The state affiliate shall determine the most appropriate unit for this purpose.

i. Except as otherwise provided in Bylaw 3-1.k, allocation of delegates to Active members employed in education support professional positions who are denied active membership in local affiliates shall be based on the ratio of 1:150 such members so denied.

j. Except as otherwise provided in Bylaw 3-1.k, allocation for category 2 delegates in local units which have all inclusive membership shall allow for clustering with category 2 members from other local units. In such local units, category 2 members shall not be counted in the allocation for category 1 delegates. Delegates for clustered category 2 members shall be based on the ratio of 1:150. This section shall apply only in those states where the state affiliate has determined that it shall be applicable.

k. The ratios to be used for the allocation of delegate credentials pursuant to Bylaw 3-1.d, e, f, h, i, and j for members of a dual-national state affiliate or a dual national local affiliate shall be proportionately

adjusted to reflect the reduction in Association dues paid by such members pursuant to Bylaw 2-7.m, provided that this Bylaw 3-1.k shall not apply to members of a dual-national local affiliate (i) in a state that does not have a dual-national state affiliate, and (ii) that became affiliated with the Association as a dual-national local affiliate prior to September 1, 1999.

3-3. Term.

Delegates shall be elected for a term not to exceed three (3) years. An individual elected to a multiyear term shall serve if he/she and the affiliate continue to qualify for the delegate position.

3-5. Meetings: Location.

No meeting shall be held in any location where any delegates are likely to experience discriminatory treatment.

3-9. Standing Committees: Establishment and Accountability.

Standing committees may be established and discontinued by the Representative Assembly. When that body is not in session, standing committees shall be accountable to the president, the Board of Directors, and the Executive Committee. Each committee chairperson shall submit periodic reports to the president and to the Board.

3-11. Special Committees: Establishment and Functions.

Special committees may be established by the Representative Assembly or by the Board of Directors or by the Executive Committee for the purpose of

accomplishing a specific task within a limited period of time.

3-13. Committee Appointment, Qualifications, and Vacancies.

a. Appointments shall be made on the basis of individual expertise and ability to make substantial contribution in the specific areas of concern. Candidates for committees shall be recommended by state and local affiliates and by ethnic-minority special interest groups. The chairperson of the NEA Advisory Committee of Student Members shall recommend student candidates for committees. Appointments to all committees shall be as provided by these Bylaws.

b. Absence of a member from two (2) consecutive meetings shall constitute resignation. A member shall vacate the seat held if a change in the member's educational position shall violate the constitutional requirement for at least seventy-five (75) percent classroom teacher committee membership. Each vacancy on a standing committee shall be filled for the remainder of the term.

3-15. Voting.

No signing of new business items can be conducted in the polling area and voting lines during voting.

4. Executive Officers

4-1. Powers and Duties of the President.

The president shall be the chief executive officer of the Association and its policy leader. The president shall:

a. Represent the Association as spokesperson on matters of policy or assign, at the president's discretion, responsibility for such representation;

b. Prepare the agenda for the governing bodies of the Association and the program for the Annual Meetings;

c. Appoint, except as provided in these Bylaws, all chairpersons and members of committees, with the advice and consent of the Board of Directors; such chairpersons and members to serve at the pleasure of the president, except where a term is fixed by these Bylaws;

d. Serve as member ex officio without vote on all committees authorized by the governing bodies;

e. Prepare, with the secretary-treasurer, the executive director, and the Committee on Program and Budget, a budget for submission to the appropriate policy-making bodies;

f. Review Association policies and recommend priorities to be considered by the Board of Directors;

g. Administer, through the executive director, the budget of the president's office and of the governing bodies;

h. Recommend an independent auditing agency to conduct an annual audit of all Association funds;

i. Meet regularly with the other officers of the Association and with the executive director;

j. Delegate duties to the officers and through the executive director to the staff of the Association; and

k. Perform the duties as stipulated in the Charter, in the Constitution, and in these Bylaws and such other duties as are

customarily assumed by the chief executive officer of an association.

4-3. Powers and Duties of the Vice-President.

The vice-president shall:

- a. Act for the president when the president is unable to perform the duties of the office;
- b. Advise and assist the president and the Committee on Program and Budget in preparing the budget;
- c. Serve on the Committee on Program and Budget; and
- d. Perform such other duties as are stipulated by the Constitution, by these Bylaws, and by the president.

4-5. Powers and Duties of the Secretary-Treasurer.

The secretary-treasurer shall:

- a. Receive all funds and be responsible for their safekeeping and accounting;
- b. Serve as chairperson of the Committee on Program and Budget;
- c. Keep the official seal of the Association;
- d. Be responsible for preparing records of all official meetings and for distributing the minutes of all such meetings;
- e. Make annual financial reports as required by the Board of Directors; and
- f. Perform such other duties as are stipulated by the Constitution, by these Bylaws, and by the president.

5. Board of Directors

5-1. Election.

a. A majority vote of those voting shall be necessary to elect an NEA director. Except as otherwise provided in Article V of the Constitution, members of the Board of Directors shall be elected by secret ballot for each individual office (i) by the Active NEA members within each state or (ii) by the NEA members elected to serve as delegates to the state representative body, but only if all Active NEA members in the state who meet all other relevant requirements are eligible to vote for and serve as delegates to the state representative body. Retired directors shall be elected by secret ballot for each individual office by the duly elected retired delegates to the NEA Representative Assembly. Student directors shall be elected by duly elected student delegates to the NEA Representative Assembly. In an election for NEA director, if there is only one (1) candidate for the position, the election may be waived, and the candidate declared elected.

b. Nominations of directors shall be open, except where limitations are required to comply with the provisions of Article V.

c. The Board of Directors shall adopt procedures for challenging the election of a director.

d. Terms of the directors shall be staggered except for student directors.

e. If on May 31 of two (2) consecutive years the Active Association membership within a state unit is less than that required to establish and maintain the positions of its directors, the number of its

additional directors shall be reduced according to the membership on the second of such two (2) consecutive years.

5-3. Vacancies.

Vacancies arising in the office of state directors held by persons elected within the state or as the result of a state's entitlement to an additional director pursuant to Article V, Section 1, of the Constitution, shall be filled upon recommendation of the state association by the Board of Directors when in session, or when not in session, by the Executive Committee. Vacancies arising in the office of directors held by persons elected by the Representative Assembly shall be filled by the Board of Directors when in session, or when not in session, by the Executive Committee, upon recommendation of the president. Persons filling vacancies, other than vacancies arising as the result of a state's entitlement to an additional director pursuant to Article V, Section 1, of the Constitution, shall be from the same education positions as the members being replaced. All persons filling vacancies shall serve until the first opportunity that a successor or additional director may be elected in accordance with the regular election procedure. Recommendations to fill vacancies in the office of retired or student director shall be made by the NEA-R Executive Council or the Advisory Committee of Student Members respectively. Vacancies shall be filled by the Board of Directors when in session, or when not in session, by the Executive Committee. The individual(s) appointed shall serve until the first opportunity that a successor

director may be elected in accordance with the regular election procedure.

5-5. Membership Restriction.

A director shall immediately relinquish the position held on the Board when such director ceases to be employed in the category represented.

5-6. Alternate Directors.

a. (i) A state or the retired or student delegates to the NEA Representative Assembly may elect an alternate director to serve in the place of a state or retired or student director, as the case may be, who is unable to attend a meeting of the Board of Directors. The number of alternate directors need not equal the number of directors in a state or representing NEA-R or the number of student directors, but in no event shall any alternate director be designated to substitute for more than one (1) director at a meeting. An alternate director must be elected in accordance with the requirements set for the election of NEA directors.

(ii) If, pursuant to Article V, Section 1 of the Constitution, the Representative Assembly elects one or more at-large ethnic minority, administrator, classroom teacher in higher education, or education support professional directors, the Representative Assembly shall also elect one at-large alternate in a particular category to serve in an at-large director's place if he or she is unable to attend a meeting of the Board of Directors.

b. An alternate director shall be from the same educational position, or at-large category, as the case may be, as the director who is replaced.

c. Alternate directors shall be certified to the NEA president in the same manner and at the same time as directors.

d. Prior to the opening of a Board meeting, the president of the state affiliate or the president of NEA-R or the chairperson of the NEA Advisory Committee of Student Members, or the president of NEA in the case of an at-large alternate director, may request that the alternate director be seated by the Board of Directors if the director is to be absent from that meeting. Alternate directors shall have the right to vote and otherwise participate and shall assume all rights and privileges of the director replaced until the meeting is adjourned, except that they may not be elected to positions filled by and from the Board.

e. An alternate director shall not be a delegate to the NEA Representative Assembly by virtue of his/her seating as an alternate director at any meeting of the Board of Directors.

f. An alternate director temporarily may fill a vacancy in the office of state, retired, student, or at-large director in accordance with requirements set forth in these Bylaws.

g. Service as an alternate director, whether prior to or following service as a state, at-large, student, or retired director, shall not be counted toward the two-term limit for any director position.

h. Vacancies in the position of alternate director for a state shall be filled upon recommendation of the state association by the Board of Directors when in session, or when not in session, by the Executive Committee.

5-7. Functions.

The Board—

a. Shall implement policies established by the Representative Assembly;

b. Shall determine the time and place of the Annual Meeting and, in the event of an emergency, shall have the power to postpone the Annual Meeting by a two-thirds (2/3) vote;

c. Shall provide for ethnic-minority representation on all committees over which it has direct control;

d. Shall establish procedures and/or requirements for affiliation consistent with the standards as set forth in these Bylaws;

e. May establish a committee to review and to recommend recognition or withdrawal of recognition of a Special Interest Group;

f. Shall receive all reports of the executive director, of the secretary-treasurer, and of committees, and shall transmit with its recommendations such reports as may be appropriate to the Representative Assembly;

g. May authorize, upon recommendation of the Executive Committee, the establishment of contractual relationships between the Association and nonaffiliated groups whose policies or practices are not discriminatory. Such relationships shall exist to promote specific mutual objectives. Each relationship shall be reviewed at least annually to determine continuation;

h. Shall set the salaries of the executive officers except that the salaries shall not be increased or decreased during the terms of office for which these officers shall have been elected.

5-9. Fiscal Powers.

In even-numbered years, the Board shall propose a budget for two (2) fiscal years to the Representative Assembly. The Board shall discharge such other fiscal responsibilities as the Representative Assembly may delegate to it.

5-11. Meetings.

a. The Board shall meet four (4) times per year and at other times it deems necessary to conduct the business of the Association.

b. One (1) meeting shall be held in connection with the Annual Meeting.

c. The president or a majority of the members of the Board shall determine the time and place of meetings.

d. Due notice of all meetings shall be given.

e. The Board shall enact rules and procedures to govern the conduct of its meetings.

5-13. Recall.

a. Six (6) months after assuming office, an NEA state director shall be subject to recall in accordance with the provisions of this Bylaw.

b. Recall proceedings shall be instituted by the filing of a recall petition with the NEA executive director. The recall petition shall be in a form specified by the NEA and shall, among other things, contain (i) a statement of the specific grounds for the recall and (ii) the signatures of at least five (5) percent of the total number of NEA Active members in the state as of the close of the membership year immediately preceding the membership year in which

the petition is filed where NEA directors are elected by all NEA Active members of the state, or signatures of at least thirty-three (33) percent of the NEA Active members who are elected to serve as delegates to the state representative body in the year in which the petition is filed where NEA directors are elected by such delegates.

c. The NEA executive director shall determine whether the recall petition complies with the Association's filing requirements. If it does, the NEA executive director shall send a copy of the recall petition, including any documents filed in support thereof, to the director named in the petition. If the director contends that the attempted recall is based upon actions taken by him/her in support of the Constitution, Bylaws, and/or established policies of the NEA, he/she may request a review by the NEA Executive Committee. If two-thirds (2/3) of the total membership of the NEA Executive Committee sustains the contention of the director, the recall petition shall be dismissed. If the NEA Executive Committee fails to sustain the contention of the director, or if a request for review is not made, the NEA executive director shall direct the relevant state affiliate to conduct a recall election.

d. A recall election shall be conducted in accordance with rules of procedure adopted by the NEA Board of Directors, provided that (i) where NEA directors are elected by the NEA Active members of the state, all NEA Active members in the state as of the date of the recall election shall be eligible to vote or, where NEA directors are elected by the state representative body, all NEA Active members who are elected

to serve as delegates as of the date of the recall election shall be eligible to vote; (ii) the recall election shall be by secret ballot; and (iii) two-thirds (2/3) of the valid ballots cast shall be required for recall.

e. The pendency of recall proceedings shall have no effect upon the right of a director to function as a member of the NEA Board of Directors. If a director is recalled, the resulting vacancy shall be filled pursuant to Bylaw 5-3, provided that the recalled director shall not be eligible for appointment to the vacancy or such other vacancy as may occur in a director position from that state. The recall of a director shall not disqualify him/her from subsequent election to the NEA Board of Directors or other NEA office, nor shall it in any other way affect his/her rights as a member of the Association.

f. If a recall petition is filed when there is a pending NEA disciplinary proceeding against the director which could result in his/her removal from the NEA Board of Directors, the processing of the recall petition shall be stayed until the disciplinary proceeding is concluded.

g. The NEA Board of Directors shall adopt rules of procedure to implement the provisions of this Bylaw.

6. Executive Committee

6-1. Election.

a. The Executive Committee shall consist of nine (9) members: president, vice president, secretary-treasurer, and six (6) members elected at-large by the Representative Assembly. Two (2) of the six (6) at-large members shall be elected each year.

b. Nominations of candidates for any of the nine (9) positions on the Executive Committee shall be filed in writing with the NEA executive director no later than April 15 of the year in which the election is to take place. This deadline shall not apply to elections conducted to fill midterm vacancies.

c. The Board of Directors shall adopt procedures for challenging the election of a member of the Executive Committee.

6-3. Vacancies.

The Executive Committee shall be authorized to fill vacancies in its body until the next Representative Assembly.

In the event a vacancy occurs in the office of Executive Committee member within sixty (60) days prior to the start of the Representative Assembly, said vacancy shall be filled by direct election at the Representative Assembly.

6-5. Functions.

The Executive Committee shall have the power to make decisions consistent with the provisions of the Association's Constitution and Bylaws and actions of the Representative Assembly;

a. Shall, upon recommendation of the executive director, approve or reject for cause applications for membership and make assignments to membership classes;

b. Shall charter affiliates pursuant to standards established by the Representative Assembly and requirements or procedures consistent with such standards which may be adopted by the Board of Directors;

c. Shall have the power to censure, suspend, or expel an affiliate pursuant to procedures adopted by the Board of

Directors. An association may appeal such decision to the Board of Directors;

d. Shall have the power to reinstate an affiliate pursuant to procedures adopted by the Board of Directors;

e. Shall enter into contracts with state affiliates for dues transmittal as provided in Bylaw 2-9; and

f. Shall, upon recommendation of the executive director, approve or reject appointments of management personnel at the level of unit administrator or higher.

6-9. Fiscal Powers.

The Executive Committee shall:

a. Administer the Capital Improvement Fund;

b. Appoint annually an independent auditing agency with the recommendation of the president and transmit the report of the auditing agency to the Board of Directors;

c. Direct that adequate bonds be required of the executive director, of the secretary-treasurer, and of such other individuals as it shall determine;

d. Discharge such other fiscal responsibilities as the Representative Assembly and/ or the Board of Directors may delegate to it.

6-11. Meetings.

The Executive Committee shall enact rules and procedures to govern the conduct of its meetings.

7. Review Board

7-1. Review Board.

a. The Review Board shall comprise nine (9) members, at least two (2) of whom shall be members of ethnic-minority groups, appointed for five (5) year staggered terms beginning September 1. No person shall be eligible for reappointment to a regular term.

b. Members of the Review Board shall have been Active and/or Retired members of the Association for five (5) consecutive years immediately prior to appointment. Time spent by an Active member in the education support professional membership category shall be counted for purposes of the five (5) year requirement. Members of the Review Board shall maintain Active or Retired membership.

c. A member of the Review Board shall hold no elective or other appointive position in the Association or its affiliates.

d. No executive officer or director shall be appointed to the Review Board within three (3) years following separation from such office.

e. The Association shall reimburse a member of the Review Board for any (i) expenses incurred and (ii) salary lost from his/her employment as a professional educator or other primary employment as a result of the performance of official Association business. Except as provided above, a member of the Review Board shall not accept an honorarium or any other payment from any source at the local, state, or national level of the Association.

f. The Review Board may assign less than a majority of its members to hear cases; however, a member so assigned

shall not sit, should the Review Board hear the case on appeal.

g. The president annually shall select the chairperson with the advice and consent of the Board of Directors.

h. The Review Board shall have the discretionary authority, within its allocated budget, to employ consultants or legal counsel.

8. Affiliates and Special Interest Groups

8-1. Affiliates.

a. Affiliates of the Association shall be chartered by a majority vote of the Executive Committee.

b. Each affiliate shall conduct elections with open nominations and a secret ballot, except as may otherwise be provided in the Constitution, these Bylaws, or the Standing Rules. A secret ballot shall not be required in elections in which the number of candidates nominated does not exceed the number of positions to be filled.

8-3. Governance Affiliates.

a. A local affiliate, the basic unit of self-governance within the Association, may be organized in a manner which comprises any compatible group, meeting at least the minimum standards of affiliation.

b. An organization shall not be eligible for Association affiliation as a dual-national local affiliate unless:

1. The organization is from a jurisdiction:

i. which, by operation of law, has been created by combining, in whole or in part, other jurisdictions in which both

Association and American Federation of Teachers local affiliates had representational status; or

ii. in which the Association membership and the American Federation of Teachers membership were relatively equal (i.e., neither organization had more than sixty (60) percent of the combined membership); or

iii. in which, during the preceding six (6) years, both the Association local affiliate and the American Federation of Teachers local affiliate had been officially recognized as the employee representative; or

iv. in a state in which there is a dual-national state affiliate; and

2. The creation of the organization has been approved by at least a two-thirds (2/3) vote of the board of directors (or equivalent governing body) of the relevant state affiliate and by at least a two-thirds (2/3) vote of the board of directors (or equivalent governing body) of any pre-existing local affiliate of the Association that was a predecessor of the organization seeking to be a dual-national local affiliate.

c. A state affiliate shall be the association within each state or commonwealth and the associations representing the District of Columbia, Puerto Rico, the Federal Education Association, and such other comparable associations that meet at least the minimum standards of affiliation.

8-5. Nongovernance Affiliates.

a. A professional organization shall comprise at least seventy-five (75) percent Association members with a common occupation or subject matter assignment

who are organized to further specific educational objectives. Such organization shall meet at least the minimum standards for nongovernance affiliation.

b. A nonprofessional organization shall be an auxiliary or service organization comprising at least seventy-five (75) percent Association members with a common interest or occupation. Such organization shall meet at least the minimum standards for nongovernance affiliation.

8-6. NEA-Retired (NEA-R).

The NEA-Retired (NEA-R) shall be an organization comprised solely of the Retired members of the Association. The president of NEA-R shall be chosen by the retired delegates to the NEA Representative Assembly.

8-7. Standards for Local Affiliates.

The Association shall not affiliate a local association, including a dual-national local affiliate, unless it meets the following minimum standards:

a. Each affiliate shall apply the one-person-one-vote principle for representation on its governing bodies except that (i) the affiliate shall take such steps as are legally permissible to achieve ethnic-minority representation at least proportionate to its ethnic-minority membership and (ii) the affiliate may adopt a provision in its governing documents that would permit that local to allocate a minimum of one (1) representative or delegate to members at each work site of a school district or higher education institution within the jurisdiction of the affiliate.

Where an all-inclusive affiliate exists, it shall provide proportionate

representation between its nonsupervisor members and its supervisor members;

b. The affiliate shall conduct all elections with open nominations and a secret ballot.

c. The affiliate shall require membership in the Association and in its state affiliate where eligible.

If an affiliate enrolls education support professionals in any membership category and as a matter of policy seeks to recruit and represent such members, the affiliate (i) shall grant them full rights of participation and (ii) shall require them to be members of the Association and its state affiliate where eligible;

d. The affiliate is comprised predominantly of persons who are eligible for active membership (or the equivalently designated membership category) in the state affiliate, unless the state affiliate by action of its board of directors (or equivalent governing body) approves such affiliation. This requirement shall not apply to any local association that was an affiliate of the Association as of the effective date of this amendment.

e. The affiliate shall be reviewed by the Association to determine compliance with minimum standards for affiliation at least once every five (5) years;

f. The affiliate shall have the same membership year as that of the Association;

g. The affiliate shall guarantee that no member of said affiliate may be censured, suspended, or expelled without a due process hearing, which shall include an appropriate appellate procedure; and

h. The affiliate shall deny membership to an individual while said individual

is denied membership in the Association pursuant to Bylaw 2-3.d.

8-9. Local Affiliation by State.

A local association meeting the requirements for affiliation stipulated in the governing documents of the Association and of the state affiliate shall be granted affiliate status by the appropriate state affiliate.

8-11. Standards for State Affiliates.

The Association shall not affiliate a state association, including a dual-national state affiliate, unless it meets the following minimum standards:

a. Each affiliate shall apply the one-person-one-vote principle for representation on its governing bodies except that the affiliate shall take such steps as are legally permissible to achieve ethnic-minority representation at least proportionate to its ethnic-minority membership.

A state delegate body may adopt a provision to the governing documents of the state affiliate that would permit that state to allocate a minimum of one delegate credential to each local affiliate.

Where an all-inclusive affiliate exists, it shall provide proportionate representation between its nonsupervisor members and its supervisor members.

The state affiliate shall designate at least one of its NEA state directors to serve on the board of directors (or equivalent governing body) of the state affiliate with full rights of participation;

b. The affiliate shall conduct elections with open nominations and a secret ballot. In considering an application for affiliation of an organization in New York as a

dual-national state affiliate, the Executive Committee may waive the requirement for a secret ballot election of the affiliate's officers, provided that (i) in the membership year immediately preceding the effective date of merger, the active membership of the affiliate of the American Federation of Teachers was at least five (5) times the active membership of the affiliate of the Association, and (ii) the dual-national state affiliate has a procedure which allows local affiliates that wish to vote for officers of the dual-national state affiliate by a secret ballot to do so.

c. Except as otherwise provided below, the affiliate shall require membership in the Association and in its local affiliate where eligible.

If an affiliate enrolls education support professionals in any membership category and as a matter of policy seeks to recruit and represent such members, the affiliate (i) shall grant them full rights of participation and (ii) shall require them to be members of the Association and its local affiliate where eligible.

The affiliate shall require Student membership in the Association for its student members.

The affiliate shall require Retired membership in the Association for its retired members provided the affiliate has a membership category for retired members and provided the affiliate grants such members at least the right to serve as delegate to its delegate assembly or equivalent body and to be counted toward the representation entitlement for such body. Upon the vote of the board of directors or the equivalent governing body of the affiliate, this requirement

shall not apply to persons who were retired members of the affiliate during the 1984–85 membership year if such members (i) had the aforesaid governance rights during the 1984–85 membership year or (ii) are granted the aforesaid governance rights subsequent to the 1984–85 membership year.

The affiliate shall require Substitute membership in the Association for its substitute members.

The affiliate shall require Active membership in the Association for its Active (or equivalently designated) members where eligible, provided that persons who, during the 2009–2010 membership year, were Active (or equivalently designated) members of the affiliate but were not eligible for Active membership in the Association shall be exempt from this requirement (“grandparented affiliate members”). The exemption for grandparented affiliate members may be waived by the board of directors (or equivalent governing body) of the affiliate. A waiver of the exemption for grandparented affiliate members, by action of the board of directors (or equivalent governing body) of the affiliate, shall be irrevocable.

d. The affiliate shall have an end-of-year audit conducted by an independent certified public accounting firm in accordance with generally accepted auditing standards at least every other year, and an end-of-year audit review for any year in which an audit is not conducted. This audit or audit review shall be presented to the board of directors (or equivalent governing body) of the state affiliate, and a copy of the complete audit or audit review report (including the auditor’s opinion

letter and the financial statements and footnotes thereto), together with any management letter received from the auditor shall be provided to the Association within twenty (20) days after it is presented to the board of directors of the state affiliate.

The affiliate shall submit a copy of its annual budget to the Association within twenty (20) days after it is adopted by the appropriate governing body of the state affiliate.

e. The affiliate shall have the same membership year as that of the Association;

f. The affiliate shall guarantee that no member of said affiliate may be censured, suspended, or expelled, and that none of its local affiliates may be censured, suspended, or disaffiliated, without a due process hearing, which shall include an appropriate appellate procedure;

g. The affiliate shall deny membership to an individual while said individual is denied membership in the Association pursuant to Bylaw 2-3.d; and

h. The affiliate shall be reviewed by the Association to determine compliance with minimum standards for affiliation at least once every five (5) years.

8-12. Trusteeships over State Affiliates.

a. The Association may establish a trusteeship over an affiliated state association for the purpose of (i) correcting corruption or financial malpractice or (ii) restoring democratic procedures.

b. If the Executive Committee determines, by a two-thirds (2/3) vote, that there is adequate cause under section (a) of this Bylaw to establish a trusteeship, it

shall recommend to the Board of Directors that a trusteeship be established. As soon as possible after said vote, the president shall send to the Board of Directors a copy of the recommendation of the Executive Committee, and shall include with said recommendation a written statement setting forth the basis for the Executive Committee's determination that there is adequate cause for the establishment of a trusteeship. The written statement shall be sufficiently specific so as to enable the state association to prepare a defense.

Any action taken by the state association to disaffiliate from the National Education Association after the Executive Committee has made an adequate-cause determination pursuant to section (b) of this Bylaw, or has established an immediate trusteeship pursuant to section (g) of this Bylaw, shall be of no effect.

c. A recommendation by the Executive Committee to establish a trusteeship shall be acted upon by the Board of Directors at its next regularly scheduled meeting or at a special meeting called for that purpose, occurring at least forty (40) days after the Board of Directors has received said recommendation.

At least thirty (30) days prior to the meeting of the Board of Directors at which the recommendation of the Executive Committee is to be acted upon, the President shall send to the state association a notice advising it of the recommendation of the Executive Committee and setting forth the date, time, and place of the meeting of the Board of Directors at which said recommendation shall be acted upon. The President shall include

with said notice a copy of the written statement that was submitted to the Board of Directors pursuant to section (b) of this Bylaw and a copy of the rules and procedures that shall be followed by the Board of Directors in acting upon the Executive Committee's recommendation.

A hearing shall be held before the Board of Directors, pursuant to rules and procedures adopted by the Board of Directors for such purpose to determine whether to establish a trusteeship. The Board of Directors may delegate to a committee consisting of not less than eleven (11) Board of Director members, none of whom may be members of the Executive Committee, the responsibility to receive evidence and hear arguments in the first instance, provided that the final decision regarding the establishment of a trusteeship shall be made by the full Board of Directors, and all interested parties shall have an adequate opportunity to present their views on the matter to the full Board of Directors before the final decision is made.

On the basis of the evidence and arguments presented at the hearing, the Board of Directors shall vote on the question of whether a trusteeship should be established. If more than one-third ($1/3$) of the members of the Board of Directors who vote on the question vote "no," the recommendation of the Executive Committee shall have been rejected. If two-thirds ($2/3$) or more of the members of the Board of Directors who vote on the question vote "yes," the recommendation of the Executive Committee shall have been accepted, in which event a trusteeship shall be established over the state association as of the announcement of the vote. As

soon as possible after said vote, the Executive Committee shall appoint a trustee.

d. Subject to the control and direction of the Executive Committee, a trustee shall have the power to:

(1) conduct the affairs of the state association, including supervisory control over its officers, employees and other representatives;

(2) take possession of the books, records, funds, and other assets of the state association, to be held in trust for and used only in the proper conduct of its affairs;

(3) remove officers and staff of the state association, and replace them if deemed appropriate for the duration of the trusteeship; and

(4) take such other actions as in a trustee's judgment are necessary for the preservation of the rights and interests of the National Education Association and the members of the state association.

The Executive Committee shall have the right, with or without cause, to replace a trustee at any time.

Reasonable expenses incurred by a trustee in the performance of his or her functions shall be paid out of the funds of the state association, if available; otherwise, such expenses shall be paid by the National Education Association.

e. The Executive Committee shall terminate a trusteeship as soon as the cause for its establishment has been remedied. If the Executive Committee rejects a request from the board of directors (or equivalent governing body) of a state association to terminate a trusteeship, the state association shall have the right to appeal to the NEA Board of Directors, provided that

no such appeal may be taken within three (3) months after the decision of the NEA Board of Directors on a prior appeal.

Prior to the termination of a trusteeship, a trustee shall conduct an election, in accordance with the applicable provisions of the governing documents and policies of the state association and the National Education Association to fill, as of the date of such termination, officer positions vacated by removal or departure of former incumbents. As of the date of termination of a trusteeship, a trustee shall return control of the books, records, funds, and other assets of the state association to its appropriate officers. A trustee shall make a final accounting of a trusteeship, and submit copies to the Board of Directors and the state association.

f. No financial obligation or liability of the state association which may exist at the time a trusteeship is established, or which may be incurred during a trusteeship, shall be assumed by or become an obligation of the National Education Association.

g. Subject to the provisions of Section (a) of this Bylaw, in case of emergency, where the best interests of the state association and the National Education Association require, the Executive Committee may, by unanimous vote of all members of the Executive Committee (excluding any member who is or was a member of the state association in question), establish an immediate trusteeship over the state association without action by the Board of Directors. In such a case, the matter shall be submitted to the Board of Directors, which may affirm or reverse the action of

the Executive Committee pursuant to the procedure set forth in section (c) of this Bylaw, provided that if the Board of Directors does not take action within sixty (60) days following establishment of a trusteeship by the Executive Committee, said trusteeship shall automatically terminate.

h. If the Board of Directors establishes a trusteeship or refuses to terminate an established trusteeship, the state association shall have the right to appeal to the Representative Assembly, provided that written notice of such appeal is filed with the president by at least ten (10) percent of the active members in good standing of the state association or by a three-fourths (3/4) vote of the highest governing body of the state association within forty-five (45) days after the decision of the Board of Directors is made known to the state association. The Representative Assembly shall rule on the appeal at its first meeting occurring after the president receives the written notice of appeal.

Pending an appeal to the Representative Assembly, the decision of the Board of Directors shall remain in full force and effect.

i. The Board of Directors shall adopt such rules and procedures as may be necessary to implement this Bylaw.

8-13. Standards for Nongovernance Affiliates.

The Association shall not affiliate a nongovernance affiliate unless it meets the following minimum standards:

a. The affiliate shall have common interests with the Association;

b. The affiliate shall be a self-governing organization with governance documents compatible with those of the Association;

c. At least seventy-five (75) percent of the members of the affiliate shall be members of the Association;

d. The affiliate shall comprise at least one hundred (100) members;

e. The affiliate may assess its own dues;

f. The affiliate shall not duplicate Association services; and

g. The affiliate shall have the same membership year as that of the Association.

8-14. Standards for NEA-Retired (NEA-R).

The NEA-R shall operate in accordance with its bylaws, which shall be compatible with the Constitution and Bylaws of the Association.

The NEA-R shall conduct all elections with open nominations and a secret ballot.

8-15. Procedure for Affiliation.

a. A group or unit seeking governance affiliation shall file a written application including copies of its governance documents with the Executive Committee.

b. A group or unit seeking nongovernance affiliation shall file a written application including copies of its governance documents with the Executive Committee. The application shall be by petition signed by two hundred fifty (250) members of the Association from among at least twenty-five (25) state affiliates.

c. After action by the Executive Committee, the group or unit seeking affiliation shall ratify the granting of affiliate status.

8-17. Charter for Affiliation.

a. The Association shall charter no more than one (1) local affiliate within the same jurisdictional boundaries, with the exception that local affiliates not competing for the same category of membership may be chartered. Where two (2) or more local affiliates of the same category of membership qualify for affiliation in the same jurisdictional boundaries, the Association shall charter the prospective local affiliate with the greater number of active members.

b. The Association shall charter no more than one (1) state affiliate within the same jurisdictional boundaries.

The Association and/or any successor organization shall not revoke the charter of, or take any other action against, an existing state affiliate for failure to merge or otherwise form a unified single state organization with an organization affiliated with the American Federation of Teachers (AFT) and/or the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).

8-19. Special Interest Groups.

a. Any Special Interest Group may be recognized by a majority vote of the Board of Directors.

b. The terms and conditions of the relationship between the Association and the Special Interest Group shall be negotiated by the Board of Directors and the group seeking recognition.

8-20. Dual Affiliates.

Except as otherwise provided in Bylaw 8-17 of these Bylaws, the Association shall not create dual affiliates within the legal

boundaries of any local, state, or other jurisdictional boundaries. Except for the association representing Association members in the District of Columbia, there shall be no affiliation of any association representing Association members only in a city as a separate state affiliate.

10. Executive Director and Staff

10-1. Executive Director.

The Executive Committee shall employ an executive director who shall be the Association staff member with primary responsibility for implementing the policies of the Association. The executive director shall be responsible to the Executive Committee.

10-3. Executive Director: Functions.

The executive director shall:

a. Employ, direct, and supervise all Association staff. The employment of managerial personnel beginning at the level of unit administrator shall be with the approval of the Executive Committee;

b. Serve as a consultant to the governing bodies of the Association;

c. Advise the officers and governing bodies on all policy matters through appropriate reports and recommendations;

d. Represent the Association as spokesperson on matters of established policy at the discretion of the president;

e. Meet periodically with the president, the vice president, and appropriate staff to confer on Association policies and procedures;

f. Advise and assist the president, the secretary-treasurer, and the Committee on Program and Budget in preparing the budget, and administer the budgets authorized by the governing bodies of the Association;

g. Co-sign with the secretary-treasurer all authorizations for disbursements from the Capital Improvement Fund;

h. Co-sign and/or authorize a designee to co-sign with the secretary-treasurer or the designee of the secretary-treasurer all authorizations for disbursements from the General Fund;

i. Notify state and local affiliates and other qualified organizations of the number of Representative Assembly delegates to which they are entitled;

j. Furnish each member appropriate evidence of membership; and

k. Perform such other duties as may be assigned by the Executive Committee.

10-5. Staff: Principles.

The following principles shall govern employment and functions of staff as agents of the Association:

a. Full-time local, state, and national staff shall be eligible only for Staff membership and shall not hold elective or appointive positions at any level; part-time staff shall not be eligible to serve on the NEA Board of Directors or Executive Committee;

b. The Association shall be an equal opportunity employer;

c. The Association shall, as vacancies arise, employ at all levels of service at least the same ratio of any ethnic minority as is that ethnic minority to the total population of the United States; and

d. The Association shall recognize the rights of its employees to organize for the purpose of collective bargaining.

11. General Finance

11-1. Fiscal Year.

The fiscal year of the Association shall be September 1 through August 31.

11-3. General Fund.

a. The General Fund of the Association shall comprise all income received in the form of dues, interest, dividends, fees, earnings from advertising, sales of Association publications, payments for services, and funds received by gift, bequest, devise, or transfer to the Association which are not specifically designated for deposit in the Capital Improvement Fund.

b. All operating accounts and debt services shall be paid out of the General Fund.

c. If at the end of the fiscal year the audited General Fund balance is less than ten (10) percent of that year's budget, subsequent budgets must include an appropriation equal to one (1) percent of the current year's budget or the amount necessary to bring the General Fund up to ten (10) percent of the prior year's budget, whichever is less. The Representative Assembly may approve a budget without the required appropriation only by a two-thirds (2/3) vote. The Board of Directors may make appropriations which reduce the General Fund balance to less than ten (10) percent of the prior year's budget only by a two-thirds (2/3) vote of the Board and only when the Board has received a thirty (30) day notice of the proposed appropriation.

d. Disbursements from the General Fund shall be by check or by similar written orders to depositories, co-signed by the secretary-treasurer and by the executive director or by their designees.

11-5. Capital Improvement Fund.

a. The Capital Improvement Fund shall comprise the properties and permanent investments of the Association, and other funds or properties received by gift, devise, bequest, or transfer for deposit in this fund.

b. Disbursement from the Capital Improvement Fund to acquire new properties or to provide for major long-term improvements in existing properties shall be authorized by a two-thirds (2/3) vote of the Board of Directors. Expenditures from this fund for any other purpose shall be authorized by a two-thirds (2/3) vote of the Representative Assembly.

c. Investment policies for the General Fund and for the Capital Improvement Fund shall be established by the Board of Directors.

d. Disbursements from the Capital Improvement Fund shall be by check or by similar written orders to depositories, cosigned by the secretary-treasurer and by the executive director or by their designees.

11-7. Committee on Program and Budget.

The Committee on Program and Budget shall comprise seven (7) members whose function shall be to prepare with the president, the secretary-treasurer, and the executive director the biennial budget.

The vice president and the secretary-treasurer shall be members during their terms of office. The Board of Directors shall elect at its first meeting following September 1 five (5) of its members for staggered two (2) year terms. Members from ethnic minorities shall comprise at least twenty (20) percent of the committee. The Board shall elect additional members as appropriate to assure such ethnic-minority representation. A member elected by the Board of Directors shall serve only while a member of the Board. The secretary-treasurer shall serve as chairperson.

11-9. Budget.

a. The budget of the Association shall be designed to achieve the goals and objectives of the Association.

b. The president, with the secretary-treasurer, the executive director, and the Committee on Program and Budget, shall prepare the proposed budget for presentation to the Executive Committee for review prior to its transmittal to the Board of Directors. In even-numbered years the budget shall be recommended to the Board of Directors at least forty-five (45) days prior to the Annual Meeting. After reviewing and tentatively approving the budget, the Board shall direct its printing. The budget shall then be transmitted not later than thirty (30) days prior to the Annual Meeting to the presidents of state and local affiliates and to others as determined by the Board of Directors. The Committee on Program and Budget shall hold at least one (1) open hearing on the proposed budget at the Annual Meeting. The delegates may give input and make recommendations to

the committee for changes in the proposed budget. The Committee on Program and Budget shall meet following the hearings to consider any change which it may wish to make prior to final action by the Board of Directors. Following such open hearings, the Board shall meet to approve the budget for transmittal to the Representative Assembly.

c. The budget shall include an appropriation for contingencies of no less than one million dollars (\$1 million) and no more than one (1) percent of the budget.

d. Financial participation by the Association in activities of Special Interest Groups shall be limited to funds for projects or for short-term, special program contracts authorized in the budget.

e. In the second year of a biennial budget, adjustments as deemed necessary shall be recommended by the Board of Directors at a meeting held at least forty-five (45) days prior to the Annual Meeting and reported to the Representative Assembly. The Representative Assembly shall receive and act on the modifications recommended by the Board of Directors.

11-11. Financial Reports.

The secretary-treasurer shall prepare an annual report of the General Fund and the Capital Improvement Fund, including income and expenditures for the fiscal year.

The audit report received by the Executive Committee shall be transmitted to the Board of Directors and printed in the annual financial reports to the Representative Assembly. A summary of the audit shall be printed in a publication distributed to all members.

12. Definitions

12-1. Definitions of Terms.

As used in the Charter, the Constitution, these Bylaws, and the Standing Rules, the Association adopts and adheres to the following definitions of terms:

a. State affiliate: (i) State affiliate shall mean the association within each state or commonwealth and associations representing the District of Columbia, Puerto Rico, the Federal Education Association, and such other comparable associations which meet at least the minimum standards of affiliation. (ii) Dual-national state affiliate shall mean a state affiliate of the Association that is also a state affiliate of the American Federation of Teachers.

b. Dual-national local affiliate shall mean a local affiliate of the Association that also is a local affiliate of the American Federation of Teachers.

c. State director: State director shall mean a member of the NEA Board of Directors elected to represent Active members in a state, the District of Columbia, Puerto Rico, or the jurisdiction of the Federal Education Association.

d. Classroom teacher: Classroom teacher shall mean any person who is certified, where required, and a major part of whose time is spent in direct contact with students or who performs allied work which results in placement of the person on a local salary schedule for teachers.

e. Education position: Education position shall mean the following two categories: Category 1 shall include NEA Active members who are not supervisors; and category 2 shall include NEA Active

members who are supervisors, NEA retired Life members, NEA staff Life members, and NEA Active members for life who are past presidents of the Association and who do not meet the requirements for membership set forth in Bylaw 2-1.b.

f. Supervisor and administrator: Supervisor and administrator shall mean any person who has continuing authority to hire, evaluate, transfer, discipline, dismiss, or otherwise direct employees or to effectively recommend any of the aforesaid actions. A person shall not be deemed a supervisor or administrator: (i) if the exercise of such authority is routine or clerical in nature and does not call for the exercise of independent judgment; (ii) solely because of the authority that he or she exercises in regard to a secretary, aide, or other employee specifically assigned to assist him or her; or (iii) solely because he or she participates in a peer review program or other program which involves said person on an occasional basis in the evaluation of employees.

g. Ex officio: Ex officio shall mean by virtue of office. This designation shall carry with it the right to vote except as otherwise provided.

h. Ethnic minority: Ethnic minority shall mean those persons designated as ethnic minority by statistics published by

the United States Bureau of the Census. This designation shall specifically include American Indian/Alaska Native, Asian, Native Hawaiian or other Pacific Islander, Black, and Hispanic.

13. Parliamentary Authority

13-1. Robert's Rules of Order Newly Revised.

The most recent edition of *Robert's Rules of Order Newly Revised* shall be the authority in all matters of procedure at the NEA Representative Assembly and in the election of NEA directors and delegates to the NEA Representative Assembly, except as otherwise specified in the Charter, the Constitution, these Bylaws, or the Standing Rules.

13-2. Parliamentary Procedures for Affiliates.

An affiliate shall officially adopt any published parliamentary authority and may adopt special rules which supplement or substitute for that parliamentary authority provided that such procedures do not conflict with the Charter, the Constitution, these Bylaws, or the Standing Rules as these documents may be interpreted by the Representative Assembly, Board of Directors, or Executive Committee.

FILED

JAN 23 2019

Alana L. Schmitt
CLERK OF COURT

OPPM

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, AND MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, AND
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**NSEA PARTIES' OPPOSITION TO CCEA
PARTIES' COUNTERMOTION FOR
PARTIAL SUMMARY JUDGMENT**

FILED UNDER SEAL

Date of hearing: March 7, 2019

Time of hearing: 9:00 a.m.

DECL

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

Robert Alexander (admitted pro hac vice)

Matthew Clash-Drexler (admitted pro hac vice)

James Graham Lake (admitted pro hac vice)

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

ralexander@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

Attorneys for NSEA Parties

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, and MARIA NEISESS,

Plaintiffs,

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and
BRIAN LEE,

Defendants.

Case No.: A-17-761364-C
(Consolidated with Case No. A-17-761884-C)

DEPT. NO.: 4

**DECLARATION OF JASON WYCKOFF
IN OPPOSITION TO THE CCEA
PARTIES' COUNTERMOTION FOR
PARTIAL SUMMARY JUDGMENT**

1 Pursuant to N.R.S. § 53.045, I, Jason Wyckoff, hereby declare as follows:

2 1. I am over the age of eighteen and am competent to testify on the matters set forth
3 herein. I make the statements in this Declaration in opposition to the CCEA Parties'
4 Countermotion for Partial Summary Judgment. The statements in this Declaration are made on
5 the basis of facts of which I have personal knowledge.

6 2. I am a Plaintiff in Case No. A-17-761884-C and started as a teacher employed by
7 the Clark County School District during the 2017-18 school year.

8 3. On August 1, 2017, I attended a new teacher orientation at the Mandalay Bay
9 Convention Center, located at 3950 S Las Vegas Blvd, Las Vegas, NV 89119. CCEA organized
10 the event and produced information packets for attendees.

11 4. Included in the information packet I received was a "Certificate of Insurance:
12 Nevada State Education Association Educators Employment Liability Insurance" that named
13 "All Unified Members" as the insured and stated that the policy would provide coverage starting
14 September 1, 2017.

15 5. At the orientation, I signed a membership enrollment form to become a member
16 in NEA, NSEA, and CCEA. A true and correct copy of my NEA/NSEA/CCEA membership
17 form, which is Exhibit D to the Second Amended Complaint, is attached hereto as **Exhibit A**.

18 6. I chose to sign the form in order to become a CCEA/NSEA/NEA member and
19 consented to payroll deduction of the dues owed to those three associations. I understood and
20 expected that, in signing the form, portions of the dues that would be deducted from my
21 paycheck were my NEA and NSEA membership dues. That is, I understood that I was
22 authorizing the deduction of the aggregated amount of NEA, NSEA, and CCEA dues.

23 7. I decided to sign and submit the membership form to obtain NSEA and NEA
24 member benefits, including the liability insurance. I would not have signed the form nor
25 authorized payroll deduction but for CCEA's representing in its materials that, by submitting the
26 form, I would be joining not just CCEA but NSEA and NEA as well; that the dues deducted
27 from my paycheck would fully fund my NSEA and NEA dues obligations; and that I would
28

1 therefore have access to NSEA and NEA member benefits, including to the Nevada State
2 Education Association Educators Employment Liability Insurance as to which CCEA gave me a
3 certificate of insurance.

4 8. After signing the membership form, I became concerned about CCEA's actions
5 with respect to NSEA and NEA. I communicated my concerns to CCEA President Victoria
6 Courtney, including in a face-to-face meeting with her at CCEA headquarters on September 11,
7 2017. At that meeting, President Courtney said that the membership enrollment form, on its face,
8 makes clear to all prospective members that they are signing up for membership in NEA, NSEA,
9 and CCEA, and she showed me a pie chart of the breakdown of the aggregated amount of dues
10 being deducted from my paycheck that indicated the percentage of aggregated dues that were
11 annual NEA dues, the percentage of aggregated dues that were annual NSEA dues, and the
12 percentage of aggregated dues that were annual CCEA dues.

13 9. Attached as **Exhibits B** and **Exhibit C** are true and correct copies of emails sent
14 by President Courtney to me on December 16, 2017 and January 2, 2018, respectively.

15 10. Attached as **Exhibit D** are true and correct copies of paystubs that reflect the
16 amount of dues deducted from my paychecks dated May 10, May 25, and June 8, 2018. The
17 amount of dues deducted in the May 10 and 25 paychecks, \$33.78, is the same as was deducted
18 in previous bi-monthly paychecks in the 2017-2018 membership year. When authorizing these
19 amounts to be deducted, I had understood these amounts to constitute aggregated NEA, NSEA,
20 and CCEA dues.

21
22
23 I declare under penalty of perjury that the foregoing is true and correct. Executed this 22 day of
24 January, 2019 in Las Vegas, Nevada.

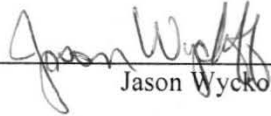
25
26 
27 Jason Wyckoff
28

Exhibit 3A

Exhibit A to Declaration of Jason Wyckoff

Exhibit 3A



the union
of teaching
professionals

CLARK COUNTY EDUCATION ASSOCIATION
NEVADA STATE EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION



Membership Enrollment Form

BELOW TO BE COMPLETED BY MEMBER

LAST NAME <u>Wyckoff</u>		FIRST NAME <u>Jason</u>		MIDDLE INITIAL <u>A</u>	
ADDRESS [REDACTED]			HOME PHONE [REDACTED]		CELL PHONE [REDACTED]
CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	SOCIAL SECURITY NO. [REDACTED]		
PERSONAL E-MAIL ADDRESS (By providing my e-mail address I am enrolling in e-mail alerts/communications) [REDACTED]			SCHOOL <u>Cunningham</u>		
MEMBERSHIP TYPE: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Half Time			METHOD OF PAYMENT: <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Cash		

* The following information is optional and failure to answer it will in no way affect your membership status, rights or benefits in CCEA.

SEX: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	BIRTH DATE: [REDACTED] Month Day Year	ETHNIC CODE: <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> Black <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____	MARITAL STATUS: <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated/Divorced/Widowed
EXPERIENCE: Years of Teaching Experience <u>0</u> Previous School District/State _____ Relocating from Zip Code _____			

My signature authorizes CCEA to negotiate for me before the school district, as provided in Nevada Statutes, those items affecting my salary, hours and conditions of employment and to represent me in other matters affecting the professional services of educators and the quality of education.

Payroll Deduction Authorization. With full knowledge of the above, I hereby agree to pay cash for, or herein authorize my employer, the Clark County School District, to deduct from my salary, and pay to CCEA, in accordance with the agreed-upon payroll deduction procedure, the professional dues as established annually for this membership year and each year thereafter, provided that I may revoke this authorization by giving written notice to that effect to CCEA between July 1 and July 15 of any calendar year, or as otherwise designated by the negotiated agreement.

Dues are paid on an annual basis and, although dues may be deducted from my payroll check(s) in order to provide an easier method of payment, as a member I am obligated to pay the entire amount of dues for a membership year. I understand that if I resign my membership in CCEA, or in the event of termination, resignation or retirement from employment, I am still obligated to pay the balance of my annual dues for that membership year and such payments will continue to be deducted from my payroll check(s).

I further understand that dues are not deductible as charitable contributions for federal income tax purposes. Dues may be deductible as a miscellaneous itemized deduction.

[Signature]
MEMBER'S SIGNATURE

8/1/17
DATE

ASSOCIATION AGENT

DATE

WHITE: CCEA

YELLOW: NSEA

PINK: MEMBER

REV 6/17

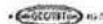


Exhibit 3B

Exhibit B to Declaration of Jason Wyckoff

Exhibit 3B

From: Vikki Courtney <vcourtney@ccea-nv.org>
To: Jason W
Sent: 12/16/2017 12:39:14 AM
Subject: RE: Facebook post

Jason,

Why when I met with you did you say I was a member of NSEA and NEA when CCEA has never forwarded my name to them?

You have the benefits of all three entities.

Please know that I have verified that I am not a member. I did my own research. You had to be aware at the time what was going on? So since I am not nor have I ever been a member of NSEA or NEA when will I be reimbursed my due money for them?

The money is waiting to be sent to NSEA and NEA when a solution is reached with the contract.

The money for new educators in Title 1 schools is being processed into Washoe and Clark from the state.

Unions work for the benefit of the collective. Some things are accomplished incrementally, and some happen all at once. Education across the country is experiencing issues it has never experience. We listen to all of our members to determine direction. We appreciate your membership and hope you will work with us to be successful for the common good.

Please continue to let me know your thoughts. I am sure we will have to agree to disagree on some things, but communication is key.

Vikki

From: Jason W [<mailto:jasonwyckoff702@gmail.com>]
Sent: Tuesday, December 12, 2017 8:02 AM
To: Vikki Courtney
Subject: Facebook post

Vikki,

I do find it interesting that you say feel free to contact you on an online post. You make it seem like you will get back to us when we have a question. I sent you an email over a week ago. I still have yet to hear one answer to those questions. Before you ask no I can't schedule a meeting either. I want answers to my questions in writing. I have to pack up my room so they can move me, still teach, have a formal evaluation this week, and make sure that my 25 first graders are progressing. Then next week I get to keep teaching these 25 first graders while unpacking everything and rehang things so it looks more like a classroom. Not to mention finishing up 1st semester requirements such as grades and report card comments. I am not complaining. We are getting a brand new building and there is nothing anyone can do. I'm just letting you know why I don't have time for another meeting.

So on top of the questions I asked you in the 1st email here are a couple more.

Why when I met with you did you say I was a member of NSEA and NEA when CCEA has never forwarded my name to them? Please know that I have verified that I am not a member. I did my own research. You had to be aware at the time what was going on? So since I am not nor have I ever been a member of NSEA or NEA when will I be reimbursed my due money for them? I agreed to the payout of my money as you showed me on the pie chart. I did not agree for it to all go to CCEA nor would I ever agree to that.

I keep hearing how great CCEA is and all these things they have done for me. Well here are 3 things they have done for me. I have not heard anyone from CCEA fighting for me to get our "bonus" for teaching at a title 1 school for 1st year teachers. It was passed in legislation. CCEA decided that since I earned my masters degree before I started teaching that my master's degree has no value for salary advancement. Finally CCEA has kept my money, not their money, from where I agreed to have it sent. It has also failed to send my information to let 2 organizations know I have joined. So please tell me again why I am supposed to be happy that I joined the union?

Looking forward to hearing from you,

Jason Wyckoff

Exhibit 3C

Exhibit C to Declaration of Jason Wyckoff

Exhibit 3C

From: Vikki Courtney <vcourtney@ccea-nv.org>
To: Jason W; Theo Small
Sent: 1/2/2018 10:26:04 PM
Subject: Re: Dues

Jason,

Thanks for the email.

CCEA considers you a member in good standing. I am sorry that NSEA and NEA feel that you are not. We are following the rules that are laid out in the dues transmittal agreement with NSEA and NEA. As your dues are collected those dues collected for NSEA and NEA are being set aside in an escrow account as advised by our lawyers. We look forward to resolution in this matter.

If you are interested in member benefits like the ones offered by NEA we have many great vendors who can assist you. If you go to our website at www.ccea-nv.org and click on Member Resources, then go to CCEA Partners, you will see local partners who can provide you with many benefits to meet your needs.

Happy New Year!

Vikki

Vikki Courtney
CCEA President
vcourtney@ccea-nv.org
702-376-9140

From: Jason W <jasonwyckoff702@gmail.com>
Date: Saturday, December 30, 2017 at 9:58 AM
To: Vikki Courtney <vcourtney@ccea-nv.org>, Theo Small <tsmall@ccea-nv.org>
Subject: Dues

To Whom it May Concern:

My name is Jason Wyckoff. I am a first year teacher in the Clark County School District in Nevada. I have worked very hard to get to where I am as a teacher. I enjoy my job very much and am happy with the path that I have taken.

I do have a major concern. It is with the Clark County Education Association (CCEA). August 1, 2017 I attended an optional orientation to sign up for many things. This event was put on by CCEA to get us to join the union. I was aware before going to this event that joining CCEA also meant joining Nevada State Education Association (NSEA) and the National Education Association (NEA). The event had little talk at all about NSEA or NEA. However, the form that we filled out to join the unions had the logo of CCEA, NSEA, and NEA on them.

I signed the paperwork to join the 3 unions that day. On August 10, 2017, my first paycheck, I had a deduction of \$33.78 on that paycheck for union dues (and everyone since then for a total of 10 paychecks). As of the date of writing this e-mail I have had a total of \$337.80 deducted from my paychecks.

I had several concerns about things I have seen or heard about the relationship with CCEA and NSEA and NEA. I contacted Vikki Courtney, President of CCEA, to try to discuss some of these issues. We exchanged e-mails and ended up having a face to face meeting at CCEA on September 11th. While we discussed many things during this meeting one of the things that did come up was joining NSEA and NEA through CCEA. She told me that I did join them as their names were on the form that I signed earlier. We discussed some of the money concerns that CCEA has expressed. She told me that currently CCEA receives 30% of my dues I pay. If I go through and do the math that means I pay \$810.72 in a contract year with about \$243 of that going to CCEA.

I became curious as to why I hadn't heard anything from NSEA or NEA about becoming a new member. I thought I would have at least received a welcome to NSEA or NEA e-mail with membership information and what benefits they have for me as being a member. I never received anything in the mail or e-mail. I then contacted NEA member benefits through their website. I asked about my membership status in a contact form through the website. A few days later I received an e-mail stating that I was not a member as NEA had never received my information. They told me to contact NSEA for further information.

I then did the same with NSEA through their website. I was contacted by NSEA and was told that they have never received my information from CCEA.

It has been made clear that CCEA is withholding dues money due to NSEA and NEA in an "escrow" account. This includes my money.

I have already sent a request to Vikki Courtney asking about information and the sum of her answer was we would have to "agree to disagree" about some things.

I am sorry I refuse to agree to agree to disagree about this issue any longer. I am not nor have I ever been a member of NSEA or NEA because CCEA has not given my information or money to these organizations like they were supposed to. However, they have still collected money from me like I am a member. When I signed my contract with CCEA to join them the amount of my money they were supposed to receive for a year is about \$243. I have had deductions of \$337.80. I have been overcharged by an amount of \$94.80.

There are several benefits that I cannot take advantage of because I am not a member of NSEA and NEA. There is also no way to back date my membership so that I could have enjoyed or taken advantage of these benefits. Also, all members of CCEA who were members of NSEA and NEA are now members not in good standing. Therefore the money held in "escrow" from me to go to NSEA and NEA should not be sent to or accepted by NSEA or NEA nor should CCEA be able to keep it.

I have several requests:

1. I would like no more deductions by CCEA from my paycheck until I am a verified member in good standing of both NSEA and NEA.
2. I would like a check from CCEA in the amount of \$94.80. This covers the amount over which CCEA has already taken from me for the membership for the 2017-18 school year for their membership. If dues are deducted from another paycheck that amount would then need to be added as well.
3. In the event that the CCEA, NSEA, and NEA come to an agreement and I am a member in good standing I will give permission for CCEA to deduct \$23.65 a paycheck all of which must go to NSEA and NEA for membership in those unions.
4. During this time of not paying dues I will still be a member in good standing with CCEA since I have already paid the amount that is supposed to be paid a year. I will also have access to all the benefits that CCEA has to offer.
5. CCEA will also do the same for all first year members. All first year members are under the same circumstance as myself. There may need to be some adjustment to the amount already paid due to when the hire date was and the first deduction from a paycheck. CCEA will send the check with a letter explaining the situation of why the change in deductions and the refund of funds already collected.

I know we are all working hard on many things this school year. However, I am looking for a quick resolution to this situation. Please feel free to contact me via e-mail or you may call me at 702.232.0123.

Thank you for your time and have a great day!

Jason Wyckoff

Exhibit 3D

Exhibit D to Declaration of Jason Wyckoff

Exhibit 3D

CLARK COUNTY SCHOOL DISTRICT - CLARK COUNTY, NEVADA

JASON A WYCKOFF		05-10-2018		
EMPLOYEE NAME	SOC. SEC. NO.	PAY DATE	CHECK DISTRIBUTION	

LOC.	EARNING DESCRIPTION	HOURS DAYS	PAY RATE	CURRENT AMOUNT	YR TO DATE AMOUNT	TAX OR DEDUCTION DESCRIPTION	CURRENT AMOUNT	YR TO DATE AMOUNT
560	SALARIED/DAILY OTHER EARNINGS					FED TAX S01 MEDICARE TAX NON-SEC125 INS DUES-CCEA		
							33.78	304.02
	GROSS EARNINGS							
	NET PAY							
	DIRECT DEPOSIT							
						TOTAL DEDUCTION	215.82	1,985.73

PAYROLL ADVICE ONLY: NOT NEGOTIABLE

DEPOSITED ON MAY 10, 2018

TO:

(C)

FOR:

JASON A WYCKOFF

CLARK COUNTY SCHOOL DISTRICT - CLARK COUNTY, NEVADA

JASON A WYCKOFF		06-08-2018	
EMPLOYEE NAME	SOC. SEC. NO.	PAY DATE	CHECK DISTRIBUTION

LOC.	EARNING DESCRIPTION	HOURS DAYS	PAY RATE	CURRENT AMOUNT	YR TO DATE AMOUNT	TAX OR DEDUCTION DESCRIPTION	CURRENT AMOUNT	YR TO DATE AMOUNT
560	SALARIED/DAILY OTHER EARNINGS					FED TAX S01 MEDICARE TAX NON-SEC125 INS DUES-CCEA		
							21.25	359.05
	GROSS EARNINGS							
	NET PAY							
	DIRECT DEPOSIT							
						TOTAL DEDUCTION	203.29	2,409.28

PAYROLL ADVICE ONLY: NOT NEGOTIABLE

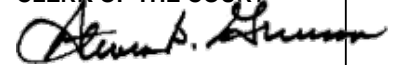
DEPOSITED ON JUN 8, 2018

TO:

(C)

FOR:

JASON A WYCKOFF



John S. Delikanakis, Nevada Bar No. 5928
Bradley T. Austin, Nevada Bar No. 13064
Michael Paretti, Nevada Bar No. 13926
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Tel: (702) 784-5200
jdelikanakis@swlaw.com
baustin@swlaw.com
mparetti@swlaw.com

Richard G. McCracken, Nevada Bar No. 2748
Kimberley C. Weber, Nevada Bar No. 14434
McCRACKEN, STEMERMAN & HOLSBERRY, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, NV 89102
Tel: (702) 386-5107
rmccracken@msh.law
kweber@msh.law

Joel A. D'Alba (*pro hac vice*)
ASHER, GITTNER & D'ALBA, LTD.
200 West Jackson Blvd., Suite 720
Chicago, IL 60606
Tel: (312) 263-1500
jad@ulaw.com
Attorneys for the CCEA Parties

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G.
HOLLOWOOD, and MARIA NEISESS,

Plaintiffs,

vs.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO, JR., BRIAN WALLACE, and
BRIAN LEE,

Defendants.

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; DIANE
DI ARCHANGEL; AND JASON WYCKOFF,

Plaintiffs-Counter Defendants,

Case No.: A-17-761364-C
DEPT. NO.: 4

(consolidated with A-17-761884-C)

**CCEA PARTIES' REPLY IN SUPPORT
OF MOTION FOR PARTIAL SUMMARY
JUDGMENT**

1 And

2 BRIAN LEE,

3 Counter-Defendant,

4 vs.

5 CLARK COUNTY EDUCATION
6 ASSOCIATION; JOHN VELLARDITA; AND
7 VICTORIA COURTNEY,

Defendants-Counter Plaintiffs.

8 Clark County Education Association (“CCEA”), Victoria Courtney, James Frazee, Robert
9 B. Hollowood, Marie Neisess, and John Vellardita (collectively, “CCEA Parties”) file this Reply
10 in Support of their Motion for Partial Summary Judgment (“Reply”).

11 The Reply is based upon the papers and pleadings on file herein, the following
12 memorandum of points and authorities, and any oral argument that the Court may entertain on
13 behalf of the CCEA Parties.

14 DATED this 4th day of April, 2019.

15 SNELL & WILMER L.L.P.

16 By: /s/ John S. Delikanakis

17 John S. Delikanakis

18 Nevada Bar No. 5928

19 Bradley T. Austin

20 Nevada Bar No. 13064

21 Michael Paretti

22 Nevada Bar No. 13926

23 3883 Howard Hughes Parkway, Suite 1100

24 Las Vegas, NV 89169

25 Joel A. D’Alba (*pro hac vice*)

26 200 West Jackson Blvd., Suite 720

27 Chicago, IL 60606

28 Richard G. McCracken

Nevada Bar No. 2748

Kimberley C. Weber

Nevada Bar No. 14434

McCRACKEN, STEMERMAN

& HOLSBERRY, LLP

1630 South Commerce Street, Suite 1-A

Las Vegas, NV 89102

Attorneys for the CCEA Parties

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On December 20, 2018, this Court ruled that: (1) the Service Agreement and Dues Transmittal Agreement were terminated by CCEA within the required contractual timeframe, (2) this termination caused both agreements to expire on August 31, 2017, and (3) in light of the foregoing termination and expiration, CCEA owed no duties to NSEA/NEA under the Service Agreement or Dues Transmittal Agreement to collect and/or transmit membership dues on NSEA/NEA's behalf on or after September 1, 2017. In light of that ruling, summary judgment is appropriate against the NSEA Parties on their claims for conversion, unjust enrichment, breach of contract (NSEA, NEA, and CCEA Bylaws), fraud, and unauthorized mid-year dues increase for the following reasons.

First, the NSEA Parties' claims for conversion and unjust enrichment fail because NSEA and NEA do not have an ownership interest in the membership dues following the termination of the Service Agreement and Dues Transmittal Agreement. The NSEA Parties' claim for unjust enrichment additionally fails for lack of damages, and CCEA concurrently seeks to return the membership dues to the individual teachers that paid them. Second, the NSEA Parties' claim for breach of bylaws fails because CCEA and its members are not bound by the NSEA and NEA Bylaws following the termination of the foregoing Agreements, and the NSEA Parties' contractual interpretation would lead to an impermissible perpetual contract—an absurd result.

Third, the Teacher Parties' fraud claim fails because CCEA currently seeks to return the membership dues paid to CCEA – which would nullify any purported damages sought by the Teacher Parties. Furthermore, the Teacher Parties are not entitled to punitive damages for fraud as they have failed to provide sufficient evidence supporting such an award. Fourth, the NSEA Parties' claim for unauthorized dues increase fails because the increase was permissible under the CCEA Constitution and Bylaws and is not restricted by the Membership Authorization Form.

In light of the foregoing, and as more fully set forth below, this Court should grant summary judgment in the CCEA Parties' favor on the NSEA Parties' claims for conversion, unjust enrichment, breach of contract (NSEA, NEA, and CCEA Bylaws), fraud, and unauthorized mid-

1 year dues increase.¹

2 II. LEGAL ARGUMENT

3 A. NSEA/NEA's Claim for Conversion Fails.

4 NSEA/NEA's claim for conversion fails because NSEA/NEA are not legally entitled to the
5 funds, and thus, lack standing to bring a conversion claim. As this Court correctly found, the
6 contractual basis by which NSEA/NEA would have otherwise been entitled to the membership dues
7 – namely the Service Agreement and Dues Transmittal Agreement – terminated on September 1,
8 2017. December 20, 2018 Order at 7:26-8:14 (“December 20th Order”). The Court further found
9 that “in the absence of a Dues Transmittal Agreement, there is no obligation for CCEA to transmit
10 dues to NSEA and per NEA's bylaws, only NSEA has a contractual obligation to pay NEA.”
11 December 20th Order at ¶12.

12 *1. The CCEA Membership Authorization Form is only between CCEA and the*
13 *individual members and does not enroll members in NSEA and NEA.*

14 Undisputedly left without the contractual basis that would have otherwise entitled
15 NSEA/NEA to the membership dues at issue, NSEA/NEA try to creatively read into the
16 Membership Authorization Form terms that would somehow entitle NSEA/NEA to the membership
17 dues. Unfortunately for NSEA/NEA, their attempts are unavailing, as such contractual terms are
18 simply nonexistent.

19 From its clear terms, it is indisputable that the CCEA Membership Authorization Form is a
20 contract only between CCEA and CCEA's individual members. Per the express terms of the CCEA
21 Membership Authorization Form, CCEA members only authorize two things: First, members
22 authorize CCEA to negotiate and act on their behalf. Specifically, the CCEA Membership
23 Authorization Form states as follows:

- 24 • My signature authorizes **my local association [CCEA]** to negotiate for me before
25 the school district, as provided in Nevada Statutes, those items affecting my salary,
26 hours and conditions of employment and to represent me in other matters affecting
27 the professional services of educators and the quality of education.

28 CCEA Membership Authorization Form, Exhibit 8 to CCEA Motion for Partial Summary

¹ Notably, the NSEA Parties do not request 56(f) discovery relief on any of the foregoing claims, and are thus precluded from using “outstanding discovery” as a defense against summary judgment.

Judgment (“MPSJ”) (emphasis supplied). Second, CCEA members authorize payroll deduction to be paid to CCEA. Specifically, the CCEA Membership Authorization Form states as follows:

- **Payroll Deduction Authorization.** With full knowledge of the above, I hereby agree to pay cash for, or herein, authorize my employer to deduct from my salary, **and pay to the local association [CCEA]**, in accordance with the agreed-upon payroll deduction procedure, the professional dues as established annually and the political action contributions in the amounts indicated above for this membership year and each year thereafter, provided that **I may revoke this authorization by giving written notice to that effect to my local association** between July 1 and July 15 of any calendar year, or as otherwise designated by the negotiated agreement. Dues are paid on an annual basis and, although dues may be deducted from my payroll check(s) in order to provide an easier method of payment, a member is obligated to pay the entire amount of dues for a membership year. I understand that **if I resign my membership in my local Association**, or in the event of termination, resignation or retirement from employment, I am still obligated to pay the balance of my annual dues and political or positive image contributions for that membership year and such payments will continue to be deducted from my payroll check(s).

Id. (emphasis supplied). These two provisions are followed by two signature blocks – one for the CCEA signing member, and one for CCEA. Tellingly, the CCEA Membership Authorization Form does not provide signature lines for NSEA or NEA because they are not parties to the Form.

From it’s clear terms:

- The CCEA Membership Authorization Form does not enroll a member in NSEA or NEA;
- The CCEA Membership Authorization Form does not authorize NSEA or NEA to act on the members’ behalf;
- The CCEA Membership Authorization Form does not authorize payroll deduction to be paid to NSEA or NEA; and
- The CCEA Membership Authorization Form does not entitle NSEA or NEA to membership dues.

Notably, the NSEA Parties do not (and cannot) point to any contractual provisions in the CCEA Membership Authorization Form that would contradict any of the foregoing. In short, NSEA and NEA are indisputably not parties to the Membership Authorization Form and are not entitled to membership dues under that contract between CCEA and its members.

The best NSEA and NEA can argue is that they are somehow third-party beneficiaries to

1 the Membership Authorization Form; however, this argument fails for the simple fact that the
2 Membership Authorization Form in no way explicitly states that NSEA and NEA are beneficiaries
3 of the contract, nor do the NSEA Parties even allege otherwise. *See Lipshie v. Tracy Inv. Co.*, 93
4 Nev. 370, 379, 566 P.2d 819, 824 (1977) (stating that to obtain a third-party beneficiary status to a
5 contract, “there must clearly appear a promissory intent to benefit the third party” and ultimately
6 holding that “because there was no promise to benefit [the third party], [t]he fact that he might only
7 have incidentally benefited by the performance of the agreement is insufficient.”). Accordingly,
8 the CCEA Membership Authorization Form does not provide a basis to deny summary judgment,
9 and the Court should grant summary judgment in the CCEA Parties’ favor.

10 2. *Any unified membership and applicability of NSEA/NEA Bylaws terminated along*
11 *with the termination of the Parties contractual relationship.*

12 The NSEA Parties argument regarding unified membership similarly fails for the simple
13 fact that any unified membership presupposes an existing contractual relationship between the
14 Parties. As this Court found, the Service Agreement and Dues Transmittal Agreement were
15 terminated by CCEA, which termination caused both agreements to expire on August 31, 2017.
16 December 20th Order at 8. The NSEA Parties do not contest this finding. In light of the foregoing
17 termination and expiration, CCEA owed no duties to NSEA/NEA under the Service Agreement or
18 Dues Transmittal Agreement to collect and/or transmit membership dues on NSEA/NEA’s behalf
19 on or after September 1, 2017. December 20th Order at 8. The NSEA Parties do not contest this
20 finding. Termination of the Service Agreement and Dues Transmittal Agreement, of necessity,
21 terminates the contractual relationship between CCEA, on one hand, and the NSEA Parties on the
22 other hand.²

23 ² “As a general rule, none is liable upon a contract except those who are parties to it.” *Clark Cty. v. Bonanza*
24 *No. 1*, 96 Nev. 643, 648–49, 615 P.2d 939, 943 (1980). Where a contract has expired, the parties generally
25 are “released ... from their respective contractual obligations.” *See Litton Fin. Printing Div. v. Nat’l Labor*
26 *Relations Bd.*, 501 U.S. 190, 206 (1991); *Granite Constr. Co. v. Remote Energy Sols., LLC*, 403 P.3d 683
27 (Nev. 2017) (same). Termination of a contract discharges the remaining obligations of all parties thereto.
28 *CCT Communications, Inc. v. Zone Telecom, Inc.*, 327 Conn. 114, 135 fn.14 (2017); *see also Conference*
Am., Inc. v. Conexant Sys., Inc., 508 F. Supp. 2d 1005, 1011–12 (M.D. Ala. 2007) (“When a contract is
terminated, even wrongfully, there is no longer a contract, hence no duty to perform and no right to demand
performance.”); 17B C.J.S. Contracts § 610 (“The parties to an agreement are relieved of their mutual
obligations upon termination of the agreement, and neither party is liable after termination for further
transactions thereunder.”).

Any citation to the NSEA or NEA Bylaws is similarly unavailing. As set forth further in Section II.C below, but-for the Service and Dues Transmittal Agreements (which this Court found expired on August 31, 2017, due to CCEA's termination), CCEA is not subject to the NSEA/NEA Bylaws. Indeed, the NSEA Parties can point to no other contract that would subject CCEA to those Bylaws. Thus, because this Court found that the Service Agreement and Dues Transmittal agreement were properly terminated by CCEA prior to September 1, 2017, no contractual relationship between CCEA and NSEA/NEA – inclusive of the NSEA/NEA Bylaws – existed after September 1, 2017, and thus, any unified membership similarly ceased.

With no contractual basis by which to claim an ownership interest in the funds, NSEA/NEA are left to rely upon purported statements by CCEA, categorizing portions of dues collected as “NSEA and NEA dues.” However, as explained during the hearing on CCEA's Motion for Partial Summary Judgment – and as both parties repeatedly admit – negotiations for a new dues transmittal agreement and service agreement continued past September 1, 2017. NSEA Parties' Second Amended Compl. at ¶26; November 15, 2018 Hearing Transcript at 49-51. During those negotiations, CCEA continued to collect dues with the hopes and expectation that the parties would reach a resolution, placing those dues into a restricted account during the interim. Thus, any statement categorizing the dues as “NSEA and NEA dues” is inapposite, as it was simply a product of the continued negotiations – which ultimately failed during the fall of 2017. As such, this Court should grant summary judgment in the CCEA Parties' favor.

B. NSEA/NEA's Claim for Unjust Enrichment Fails.

1. NSEA and NEA do not have an ownership interest in the membership dues.

As set forth under the claim for conversion – which arguments³ are incorporated herein by reference – NSEA/NEA do not have standing to assert a claim for unjust enrichment because they do not have an ownership interest or underlying right to the funds at issue. Thus, NSEA/NEA's claim for unjust enrichment fails as a matter of law and summary judgment should be entered in CCEA's favor on this basis alone.

³ See *supra*, at §II.A.

1
2 2. *This Court previously found that NSEA and NEA do not have clean hands and are thus barred from recovery under unjust enrichment.*

3 NSEA/NEA's claim for unjust enrichment further fails because equitable relief – such as
4 unjust enrichment – is unavailable to the NSEA Parties as a matter of law and in light of the prior
5 findings of this Court – that NSEA/NEA ceased to perform under the Service Agreement and Dues
6 Transmittal Agreement on or after September 1, 2017. *See* December 20th Order at 8:11-14. ***The***
7 ***NSEA Parties do not contest this finding.*** To proceed generally on a claim for equitable relief,
8 such as unjust enrichment, a party must show that they have clean hands – in other words, that
9 despite the termination of the Dues Transmittal Agreement and Service Agreement, NSEA and
10 NEA continued to act for the benefit of the CCEA Parties. *See Truck Ins. Exch. v. Palmer J.*
11 *Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662 (2008) (“[H]e who comes into equity
12 must come with clean hands. The doctrine bars relief to a party who has engaged in improper
13 conduct in the matter in which that party is seeking relief.”); *Leasepartners Corp. v. Robert L.*
14 *Brooks Tr. Dated Nov. 12, 1975*, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997) (one of the essential
15 elements for unjust enrichment is “a benefit conferred on the defendant by the plaintiff”).

16 This Court previously found that the Service Agreement and Dues Transmittal Agreement
17 “together provide for the quid-pro-quo exchange between CCEA and NSEA. The Service
18 Agreement sets forth the services and financial payments that NSEA will provide to CCEA in
19 exchange for transmittal of dues that CCEA sends to NSEA, as set forth in both the Service
20 Agreement – Dues Transmittal Agreement.” December 20th Order at ¶13. ***The NSEA Parties do***
21 ***not contest this finding, and it is not challenged in the NSEA Parties' pending Motion for***
22 ***Reconsideration of the December 20th Order.*** This Court also found that “there is no dispute that
23 NSEA and NEA ceased to perform under the Service Agreement and Dues Transmittal Agreement
24 on or after September 1, 2017.” December 20th Order at 8:11-14. ***The NSEA Parties also do not***
25 ***contest this finding, and it is not challenged in the NSEA Parties' pending Motion for***
26 ***Reconsideration of the December 20th Order.*** Thus, it is the uncontested law of this case that
27 NSEA and NEA ceased performing the services and providing the financial payments required
28

1 under the Service Agreement and Dues Transmittal Agreement after September 1, 2017. Having
2 undisputedly failed or refused to provide any benefit to CCEA or its members – or in other words,
3 the quid *to* CCEA – they cannot now be heard to request, in equity, the quo *from* CCEA.⁴
4 Accordingly, this Court’s December 20th Order – that the Dues Transmittal Agreement and Service
5 Agreement properly terminated and that the NSEA Parties ceased to provide any services required
6 under said agreements – forecloses any claim for equitable relief by NSEA and NEA as a matter of
7 law.

8 3. *Equitable relief, such as unjust enrichment, is not an available claim because there was*
9 *an express, written contract.*

10 The Teacher Parties’ claim for unjust enrichment must fail because an express, written
11 contract governs the parties’ relationship. *See Leasepartners Corp. v. Robert L. Brooks Trust Dated*
12 *November 12, 1975*, 113 Nev. 747, 755-56, 942 P.2d 182, 187 (1997) (“an action based on a theory
13 of unjust enrichment is not available when there is an express, written contract, because no
14 agreement can be implied when there is an express agreement.”) (citing 66 Am.Jur.2d Restitution
15 § 6 (1973)); *Lipshie v. Tracy Investment Co.*, 93 Nev. 370, 379, 566 P.2d 819, 824 (1977) (“To
16 permit recovery by quasi-contract where a written agreement exists would constitute a subversion
17 of contractual principles.”) (emphasis supplied). 66 Am.Jur.2d Restitution § 11 (1973) (“The
18 doctrine of unjust enrichment or recovery in quasi contract applies to situations where there is no
19 legal contract but where the person sought to be charged is in possession of money or property
20 which in good conscience and justice he should not retain but should deliver to another.”).

21 The NSEA Parties, while acknowledging the existence of the express written contract
22 between CCEA and the Teacher Parties – *e.g.*, the CCEA Membership Authorization Form –
23 confusingly argue that the Court should disregard that express written contract because it
24 purportedly doesn’t fully address the payment of dues between the CCEA members and CCEA.
25 Such assertion is wholly unsupported. The entirety of this litigation is premised upon the payment

26 ⁴ *See Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662 (2008) (“[H]e
27 who comes into equity must come with clean hands. The doctrine bars relief to a party who has engaged in
28 improper conduct in the matter in which that party is seeking relief.”); *Leasepartners Corp. v. Robert L.*
Brooks Tr. Dated Nov. 12, 1975, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997) (one of the essential elements
for unjust enrichment is “a benefit conferred on the defendant by the plaintiff”).

1 of membership dues and it is undisputed that the payment of membership dues by CCEA Members
2 – like the Teacher Parties and CCEA – to CCEA is entirely governed by the CCEA Membership
3 Authorization Form and CCEA Bylaws. This is precisely the scenario that the *Leasepartners* and
4 *Lipshie* courts sought to address, when holding that “an action based on a theory of unjust
5 enrichment **is not available when there is an express, written contract**, because no agreement
6 can be implied when there is an express agreement.” *Leasepartners Corp.*, 113 Nev. at 755-56
7 (emphasis supplied); *see also, Lipshie*; 93 Nev. at 379.

8 Tellingly, in the only Nevada case cited “in support” of the NSEA Parties’ position, the
9 Court granted summary judgment *in favor of defendant and against the party asserting a claim*
10 *for unjust enrichment*, finding that the unjust enrichment claim was precluded by the plain
11 language of an existing contract, and that plaintiff’s “uncorroborated and self-serving testimony,
12 without more, will not create a genuine issue of material fact precluding summary judgment.” *U-*
13 *Haul Co. of Nevada v. Gregory J. Kamer, Ltd.*, No. 2:12-CV-231-KJD-CWH, 2013 WL 4505986,
14 at *2 (D. Nev. Aug. 21, 2013). Because an express contract exists between CCEA and the Teacher
15 Parties, the Teacher Parties are precluded from asserting an equitable claim for unjust enrichment
16 and summary judgment in the CCEA Parties’ favor is appropriate.

17 4. *The Teacher Parties claim for unjust enrichment fails for lack of damages.*

18 Simultaneous with the filing of the CCEA Parties’ Countermotion for Partial Summary
19 Judgment, the CCEA Parties filed a Motion to Alter or Amend the Restricted Account Order, which
20 Motion requests, in part, that the Court permit CCEA to return the funds at issue to the individual
21 CCEA members, the teachers, inclusive of the Teacher Parties. For the reasons set forth in that
22 Motion, the Court should permit the disgorgement of those funds to the teachers, which would
23 nullify any purported damages sought by the Teacher Parties.

24 The NSEA Parties baldly assert that the disgorgement of funds from the Restricted would
25 not nullify the Teacher Parties unjust enrichment damages because not all purported NSEA and
26 NEA dues were placed in the Restricted Account. While the CCEA Parties contest this allegation,
27 it is simply not worth the Parties’ time and the Court’s resources to litigate over such a nominal
28 amount as it pertains to this litigation. Indeed, only four individual teachers are party to this lawsuit

1 – Murillo, Benson, Di Archangel, and Wyckoff. The NSEA Parties repeatedly allege that
2 individual teachers owe NEA \$189 (per member, per year) and owe NSEA \$377.66 (per member,
3 per year) (totaling \$566.66 per member, per year). NSEA Parties’ Opposition to CCEA MPSJ at
4 2:13-17. While not conceding the merits of the Teacher Parties’ claim for unjust enrichment (which
5 claim fails for the reasons set forth above), the CCEA Parties are willing to return to each of the
6 four Teacher Parties \$566.66, which is the entirety (as alleged by the NSEA Parties) of the dues
7 purportedly designated to NSEA and NEA, and which return would wholly nullify any damages
8 sought under the Teacher Parties’ claim for unjust enrichment.

9 To the extent the Teacher Parties contend that CCEA profited from the Teacher Parties’
10 dues (with the dues totaling a mere \$2,266.64 between all four Teacher Parties) such allegation is
11 simply unsupported by the record and is insufficient to create a genuine issue of material fact. *See*
12 *Serrett v. Kimber*, 110 Nev. 486, 493, 874 P.2d 747, 751 (1994). (“[S]omething more than an
13 unsupported affidavit [from defendant on summary judgment] is required to [establish question of
14 fact]”) (citing to *Clauson v. Lloyd*, 103 Nev. 432, 743 P.2d 631 (1987) for the holding that a self-
15 serving affidavit will not support summary judgment); *F.T.C. v. Publishing Clearing House, Inc.*,
16 104 F.3d 1168, 1171 (9th Cir. 1997) (“A conclusory, self-serving affidavit, lacking detailed facts
17 and any supporting evidence, is insufficient to create a genuine issue of material fact.”); *Lan Fang*
18 *Cui v. National Default Servicing Corporation*, 2016 WL 1734083 *4 (D. Nev. May 2, 2016)
19 (finding that a self-serving affidavit attached to a motion for summary judgment could not, on its
20 own, establish a genuine issue of material fact). Further, the NSEA Parties do not request 56(f)
21 relief to conduct additional discovery. As such, this Court should grant summary judgment in the
22 CCEA Parties’ favor on the unjust enrichment claim.

23 C. NSEA/NEA’s Claims for Breach of the Bylaws Fails.

24 1. CCEA is not subject to the NSEA/NEA Bylaws following the termination of the Service 25 Agreement and Dues Transmittal Agreement.

26 In granting the CCEA Parties’ Motion for Partial Summary Judgment, this Court previously
27 and definitively ruled that the Service Agreement and Dues Transmittal Agreement were terminated
28 by CCEA within the required contractual timeframe; this termination caused both agreements to

1 expire on August 31, 2017; and, in light of the foregoing termination and expiration, CCEA owed
2 no duties to NSEA/NEA under the Service Agreement or Dues Transmittal Agreement to collect
3 and/or transmit membership dues on NSEA/NEA's behalf on or after September 1, 2017.
4 December 20th Order at 8:2-15. The NSEA Parties do not contest this finding, and it is not
5 challenged in the NSEA Parties' pending Motion for Reconsideration of the December 20th Order.

6 Termination of the Service Agreement and Dues Transmittal Agreement, of necessity,
7 terminates the contractual relationship between CCEA, on one hand, and the NSEA Parties on the
8 other hand. "As a general rule, none is liable upon a contract except those who are parties to it."
9 *Clark Cty. v. Bonanza No. 1*, 96 Nev. 643, 648–49, 615 P.2d 939, 943 (1980). Where a contract has
10 expired, the parties generally are "released ... from their respective contractual obligations." *See*
11 *Litton Fin. Printing Div. v. Nat'l Labor Relations Bd.*, 501 U.S. 190, 206 (1991); *Granite Constr.*
12 *Co. v. Remote Energy Sols., LLC*, 403 P.3d 683 (Nev. 2017) (same). Termination of a contract
13 discharges the remaining obligations of all parties thereto. *CCT Communications, Inc. v. Zone*
14 *Telecom, Inc.*, 327 Conn. 114, 135 fn.14 (2017); *see also Conference Am., Inc. v. Conexant Sys.,*
15 *Inc.*, 508 F. Supp. 2d 1005, 1011–12 (M.D. Ala. 2007) ("When a contract is terminated, even
16 wrongfully, there is no longer a contract, hence no duty to perform and no right to demand
17 performance."); 17B C.J.S. Contracts § 610 ("The parties to an agreement are relieved of their
18 mutual obligations upon termination of the agreement, and neither party is liable after termination
19 for further transactions thereunder.").

20 But-for the Service and Dues Transmittal Agreements (which this Court found expired on
21 August 31, 2017, due to CCEA's termination), CCEA is not subject to the NSEA/NEA Bylaws.
22 Indeed, the NSEA Parties can point to no other contract that would subject CCEA to those Bylaws.
23 In fact, the NSEA's own by-laws provide that the existence of a dues transmittal agreement is a
24 precondition to affiliation. Exhibit 5 to MPSJ, at Article VIII Section 3 (F). Thus, because this
25 Court found that the Service Agreement and Dues Transmittal agreement were properly terminated
26 by CCEA prior to September 1, 2017, no contractual relationship between CCEA and NSEA/NEA
27 – inclusive of the NSEA/NEA Bylaws – existed after September 1, 2017. Accordingly, because
28

1 CCEA was not bound by NSEA/NEA Bylaws after September 1, 2017, there can be no breach by
2 CCEA and NSEA/NEA's breach of contract claims must fail.

3 With respect to the allegation that CCEA failed to transmit dues to NSEA/NEA after
4 September 1, 2017, this allegation was entirely resolved by this Court's order holding that CCEA
5 owed no duties to NSEA/NEA under the Service Agreement or Dues Transmittal Agreement to
6 collect and/or transmit membership dues on NSEA/NEA's behalf on or after September 1, 2017.
7 December 20th Order at 8:2-15. It is undisputed that the only obligation for CCEA to collect and
8 transmit dues to NSEA stems from the Service and Dues Transmittal Agreements. Indeed, both
9 the NSEA Bylaws and NEA Bylaws expressly recognize that dues transmittal *will be entirely*
10 *governed by separate contract* (the Dues Transmittal agreement). Specifically, the NSEA bylaws
11 state that:

12 The NSEA shall affiliate a local association when it meets the following minimum
13 standards: (f): Have a dues transmittal with NSEA.

14 Exhibit 5 to MPSJ, at Article VIII Section 3 (F) (emphasis supplied). The NEA bylaws require
15 that:

16 The Association [NEA] shall enter into contracts with state affiliates [NSEA]
17 governing the transmittal of Association dues. **Local affiliates [CCEA] shall have**
18 **full responsibility for transmitting state and Association dues to state affiliates**
19 **on a contractual basis**.... A local shall transmit to a state affiliate and a state
20 affiliate shall transmit to the Association at least forty (40) percent of the
21 Association dues receivable for the year by March 15... and at least seventy (70)
22 percent of the Association dues receivable for the year by June 1; the percentage
23 shall be based upon the last membership count prior to January 15, and upon a
24 membership year beginning September 1, unless the contracted transmittal
25 schedule stipulates otherwise.

26 Exhibit 6 to MPSJ, at Section 2-9 (emphasis supplied). There are no additional terms in either the
27 NSEA or NEA Bylaws that even reference transmittal of dues, let alone, impose a contractual
28 obligation on CCEA to transmit dues. Thus, with the termination of the only contract to require
dues transmittal – the Service and Dues Transmittal Agreements – there is simply no obligation for
CCEA to transmit dues on or after September 1, 2017, and any allegation that CCEA failed to
transmit dues to NSEA/NEA after September 1, 2017 fails as a matter of law.

1 The existence of a Service Agreement and Dues Transmittal Agreement – again, which
2 indisputably did not exist after August 31, 2017 – was a condition precedent to the contractual
3 relationship between CCEA and the NSEA Parties in their respective bylaws. “A condition
4 precedent to an obligation to perform calls for the performance of some act after a contract is
5 entered into, upon which the corresponding obligation to perform immediately is made to depend.”
6 *NGA #2 Ltd. Liab. Co. v. Rains*, 113 Nev. 1151, 1158–59, 946 P.2d 163, 168 (1997); *see also New*
7 *Orleans v. Texas & Pacific Railway*, 171 U.S. 312, 333, 18 S.Ct. 875, 883, 43 L.Ed. 178 (1897);
8 17A Am.Jur.2d Contracts § 469 (1997). No contract exists if a condition precedent to the contract
9 fails to take place. *See Sala & Ruthe Realty, Inc. v. Campbell*, 89 Nev. 483, 487, 515 P.2d 394, 396
10 (1973).

11 Here, the CCEA Parties could not have breached the NSEA Parties’ respective bylaws after
12 September 1, 2017, because the Service Agreement and Dues Transmittal Agreement terminated
13 on that same date. The bylaws contemplate a contractual relationship, but an agreement as to that
14 contractual relationship was never reached. Indeed, the NSEA Parties’ failure to provide services
15 to CCEA members after termination of the Service Agreement and Dues Transmittal Agreement
16 evidences the very fact that no duties are owed by either party after an agreement is terminated. *See*
17 December 20th Order at 8:12-14 (finding that “there is no dispute that NSEA and NEA ceased to
18 perform under the Service Agreement and Dues Transmittal Agreement on or after September 1,
19 2017.”). Because there is no genuine issue of material fact that termination of the Service
20 Agreement and Dues Transmittal Agreement terminated the contractual relationship between
21 CCEA and the NSEA Parties created through their respective bylaws, the NSEA Parties’ breach of
22 contract claim fails as a matter of law, and summary judgment should be granted in CCEA’s favor.

23 2. *NSEA’s and NEA’s Proposed Analysis Renders the NSEA and NEA Bylaws Perpetual*
24 *Contracts, which are Strictly Disallowed under Nevada Law.*

25 The NSEA Parties’ position is predicated on the existence of an improper perpetual contract.
26 While the Court need not reach this issue given that termination of the Service Agreement and Dues
27 Transmittal Agreement terminated any contractual relationship created by the bylaws, the perpetual
28 contract issue demonstrates the irrationality of the NSEA Parties’ argument.

1 The NSEA Parties' interpretation of the NSEA and NEA Bylaws would lead to a perpetual
2 contract, which, under Nevada law, is only permitted where the parties have *expressly agreed* to
3 the perpetual duration. But this analysis is not "irrelevant in construing the validity of either the
4 NEA or NSEA Bylaws" as the NSEA Parties contest, because as detailed above, no contractual
5 relationship between the NSEA Parties and CCEA exists absent a Service Agreement and Dues
6 Transmittal Agreement.

7 In *Bell v. Leven*, the Nevada Supreme Court held that "as a matter of public policy, courts
8 should avoid construing contracts to impose a perpetual obligation" and that perpetual contract
9 should only be enforced "***when the language of a contract clearly provides that the contract is to***
10 ***have a perpetual duration.***" *Bell v. Leven*, 120 Nev. 388, 391, 90 P.3d 1286, 1288 (2004)
11 (emphasis supplied).⁵ In so holding, the Nevada Supreme Court relied on the following two cases
12 for the propositions that (1) "where the intention to [impose a perpetual obligation] is unequivocally
13 expressed, the contract will be upheld, [but] courts will only construe a contract to impose an
14 obligation in perpetuity ***when the language of the agreement compels that construction***"
15 (*Preferred Physicians Mut. Mgmt. Grp., Inc. v. Preferred Physicians Mut. Risk Retention Grp.,*
16 *Inc.*, 961 S.W.2d 100, 103 (Mo. Ct. App. 1998) (emphasis supplied)) and (2) "the construction of
17 a contract conferring indefinite duration ***is to be avoided unless compelled by the unequivocal***
18 ***language of the contract.***" *Delta Servs. & Equip., Inc. v. Ryko Mfg. Co.*, 908 F.2d 7, 9 (5th Cir.
19 1990) (emphasis supplied).

20 Here, the Dues Transmittal Agreement expressly and specifically allowed contract
21 termination at any time in writing prior to September 1 of any NSEA membership year (which, as
22 discussed above, is precisely what happened here). The NSEA Parties have repeatedly admitted
23 that it was their ***unilateral decision*** to amend their Bylaws to add the purported perpetuity provision
24 to conflict with the previously-agreed upon termination provision in the dues Transmittal
25 Agreement, and they do not allege (and cannot) that CCEA directly consented to this amendment.

26 _____
27 ⁵ While the Court ultimately found that the perpetual duration clause was valid, the ultimate holding is easily
28 distinguished from this case because the agreement in the *Bell* matter "contained an unambiguous perpetual
duration clause" that "expressly provided that it was to endure perpetually or until terminated by mutual
consent of all parties." *Bell v. Leven*, 120 Nev. 388, 391-92, 90 P.3d 1286, 1288-89 (2004).

1 NSEA Parties' January 23, 2019 Motion for Partial Summary Judgment at 15:22-16:2. In light of
2 the foregoing admission, the NSEA Parties do not and cannot contend that it was *the parties' intent*
3 to have a perpetual contract; rather, they admit, as they must, that it was NSEA's unilateral intent.
4 *See id.* Thus, this Court should not enforce the purported perpetual nature of the contract. *See*
5 *Preferred Physicians Mut. Mgmt. Grp., Inc. v. Preferred Physicians Mut. Risk Retention Grp., Inc.*,
6 961 S.W.2d 100, 103 (Mo. Ct. App. 1998) (cited by the Nevada Supreme Court in *Bell v. Leven*)
7 ("[A] contract which purports to run in perpetuity must be adamantly clear that this is the parties'
8 intent.").

9 And even if the Court were inclined to enforce the Agreement as perpetual, the NSEA
10 Parties' representation of the purported conflict between the NSEA Bylaws and Dues Transmittal
11 Agreement is patently misleading, as it cherry-picks and cites a limited portion of the applicable
12 Bylaws. Specifically, the NSEA Parties have repeatedly represented to this Court that "at its April
13 2015 meeting, the NSEA Delegate Assembly amended the NSEA Bylaws to require, as an
14 additional condition of affiliation, that local affiliates like CCEA '[H]ave a dues transmittal contract
15 with NSEA.'" NSEA Opposition to CCEA's Motion for Partial Summary Judgment (filed on July
16 20, 2018) at 6:19-22; *see also*, NSEA Parties' January 23, 2019 Motion for Partial Summary
17 Judgment 15:22-16:2. (emphasis supplied). What the amended portion of the Bylaw actually says
18 is that "[t]he NSEA shall affiliate a local association when it meets the following minimum
19 standards: ... (F) Have a dues transmittal contract with NSEA." Exhibit 5 to MPSJ (emphasis
20 supplied). Thus, per the Bylaws' unambiguous terms, the obligation to affiliate with a local
21 association who has entered into a dues transmittal agreement in place is an NSEA obligation, not
22 an obligation on CCEA to perpetually maintain a dues transmittal agreement in place. The proper
23 interpretation of that Bylaw – which this Court can and should make as a matter of law – is that,
24 because the relevant dues transmittal agreement was terminated in advance of the membership year
25 by CCEA, the local association, **NSEA can then take action to disaffiliate itself from the local**
26 **association.** There is no "conflict" between the Dues Transmittal Agreement and the NSEA
27 Bylaws, and as admitted by NSEA (and from the clear and simple text of the actual Bylaws), the
28 Bylaws *only* prevail if there is a conflict. In other words, the existence of a Dues Transmittal

1 Agreement was a prerequisite to affiliation. It is indisputable, based on this Court's prior order, that
2 no Dues Transmittal Agreement was in place after September 1, 2017, and therefore, this minimum
3 standard was not satisfied. There is simply no contractual obligation for CCEA to enter into a
4 successor agreement with NSEA; thus, the NSEA Parties' argument fails as a matter of law and
5 summary judgment in CCEA's favor is appropriate.

6 **D. CCEA is Entitled to Summary Judgment on the Teacher Parties' Fraud Claim.**

7 *1. The Teacher Parties claim for fraud fails for lack of damages.*

8 For the reasons set forth in the CCEA Parties' Motion to Alter or Amend the Restricted
9 Account Order, the Court should permit the disgorgement of those funds to the teachers, which
10 would nullify any purported damages sought by the Teacher Parties. In opposition to the
11 nullification of damages, the NSEA Parties assert that the damages should include: (1) not just the
12 amount of the purported NSEA and NEA dues, but the portion of CCEA dues that the individual
13 Teacher Parties paid for the 2017-2018 membership year, and (2) punitive damages. For the
14 following reasons, neither of the foregoing preclude summary judgment in favor of the CCEA
15 Parties on the NSEA Parties' fraud claim.

16 First, while the CCEA Parties contest the merits of the Teacher Parties' fraud claim, and
17 contest that any purported damages would include the portion of CCEA dues, it is again simply not
18 worth the Parties' time and the Court's resources to litigate over such a nominal amount. Accepting
19 *arguendo* the NSEA Parties characterization of dues as accurate, a full year's worth of dues – per
20 the (expired) Dues Transmittal Agreement, and inclusive of CCEA, NSEA, and NEA dues – is
21 \$810.50 for the membership year (\$189 to NEA, \$377.66 to NSEA, and \$243.84 to CCEA). *See*
22 NSEA Parties' Opposition to CCEA MPSJ at 2:13-17. While not conceding the merits or factual
23 allegations of the Teacher Parties' claim for fraud, the CCEA Parties are willing to return to each
24 of the four Teacher Parties \$810.50 which is the entirety – as alleged by the NSEA Parties – of the
25 membership dues collected by CCEA for the 2017-2018 membership year. This refund wholly
26 nullifies any damages sought under the Teacher Parties' claim for fraud, and thus, summary
27 judgment in the CCEA Parties' favor is appropriate.

1 2. Any claim for punitive damages is wholly unsupported and does not bar summary
2 judgment in CCEA's favor.

3 Second, and to the extent the Teacher Parties contend that they are also entitled to punitive
4 damages, such award is wholly unsupported by the record and a mere request for punitive damages
5 is insufficient to create a genuine issue of material fact.

6 In both application and function, punitive damages are categorically distinct from
7 compensatory damages. The latter provides redress for injury; the former is intended to punish.
8 *State Farm Mutual Auto Ins. Co v. Campbell*, 538 U.S. 408, 416 (2003); *Cooper Indus. v.*
9 *Leatherman Tool Group*, 532 U.S. 424, 432 (2001) (confirming the nature of punitive damages as
10 “quasi-criminal” in nature, and as “private fines” intended to punish the defendant); *Bongiovi v.*
11 *Sullivan*, 122 Nev. 556, 580, 138 P.3d 433, 450 (2006) (Punitive damages are not designed to
12 compensate a plaintiff but to “punish and deter the defendant’s culpable conduct.”). “Punitive
13 damages provide a means by which the community can express community outrage or distaste for
14 the misconduct of an oppressive, fraudulent or malicious defendant and by which others may be
15 deterred and warned that such conduct will not be tolerated.” *Bongiovi v. Sullivan*, 122 Nev. at 580,
16 138 P.3d at 450.

17 In the very unlikely event that the Court ultimately finds for the Teacher Parties on their fraud
18 claim – as they have presented no evidence in support of their fraud claim, outside of self-serving
19 affidavits, and have presented no evidence whatsoever that would merit the extraordinary remedy
20 of punitive damages – the Teacher Parties are not permitted to recover punitive damages on those
21 claims as a matter of right. Rather, Nevada sets a high threshold for the imposition of punitive
22 damages. The Nevada legislature is clear that proof of simple negligence will not support an award
23 of punitive damages, instead requiring “clear and convincing” evidence that a defendant acted with
24 “oppression, fraud or malice, express or implied.” Nev. Rev. Stat. §42.005(1).

1 NRS 42.005 provides that in an action “not arising from contract, where it is proven **by clear**
2 **and convincing evidence**⁶ that the defendant has been guilty of oppression, fraud or malice,
3 express or implied, the plaintiff, in addition to the compensatory damages, may recover damages
4 for the sake of example and by way of punishing the defendant.” NRS 42.005(1) (emphasis
5 supplied). The trial court makes the initial determination, as a matter of law, as to whether the
6 plaintiff has offered substantial evidence of oppression, fraud,⁷ or malice to support a punitive
7 damages instruction. *Dillard Dept Stores, Inc. v. Beckwith*, 115 Nev. 372, 380, 989 P.2d 882, 887
8 (1999).

9 Considering Nevada’s demanding standard, courts often deny punitive damage claims as a
10 matter of law. For example, the Nevada Supreme Court reversed a punitive damages award because
11 even though the evidence “supports an inference that [the defendant] was negligent to the point of
12 being unconscionably irresponsible,” there was no evidence of any “oppression, fraud or malice.”
13 *First Interstate Bank of Nev. v. Jafbro’s Auto Body*, 106 Nev. 54, 57, 787 P.2d 765, 767 (1990); *see*
14 *also Maduik v. Agency Rent-A-Car*, 114 Nev. 1, 5-6, 953 P.2d 24, 26-27 (1998) (affirming the
15 dismissal of plaintiffs’ punitive damages claim because “the district court could not have
16 reasonably inferred from the evidence that [the defendant] subjected the [plaintiffs] to ‘cruel and
17 unjust hardship with conscious disregard of the rights of the person’”); *Chowdhry v. NLVH, Inc.*,
18 109 Nev. 478, 484, 851 P.2d 459, 463 (1993) (holding that the district court properly dismissed the
19 plaintiff’s punitive damages claim where there was no evidence of malice); *Jeep Corp.*, 101 Nev.
20 at 650-51, 708 P.2d at 304 (finding that the district court did not err in refusing to give a punitive
21 damages instruction in an automobile product defect action because nothing in the evidence
22 indicates that defendant acted in ‘conscious disregard’ of the rights of consumers); *Warmbrodt*, 100
23 Nev. at 709; 692 P.2d at 1286 (holding that the district court properly refused to give a punitive
24

25 ⁶ The “clear and convincing evidence” standard “requires a finding of high probability.” *Shade Foods, Inc.*
26 *v. Innovative Products Sales & Marketing, Inc.*, 93 Cal. Rptr. 2d 364, 394 (2000). The evidence must be
27 “‘so clear as to leave no substantial doubt’” and “‘sufficiently strong to command the unhesitating assent of
every reasonable mind.’” *Id.* at 394 (quoting *In re Angelia P.*, 171 Cal. Rptr. 637 (1981)).

28 ⁷ “Fraud” is “an intentional misrepresentation, deception or concealment of a material fact known to the
person with the intent to deprive another person of his rights or property or to otherwise injure another
person.” NRS 42.001(2).

1 damages instruction where there was no evidence of “ill-will, or a desire to do harm for the mere
2 satisfaction of doing it”); *Village Development Co. v. Filice*, 90 Nev. 305, 315, 526 P.2d 83, 89
3 (1974) (reversing punitive damages award because although “[t]he record contains evidence to
4 show negligence and unconscionable irresponsibility . . . we find insufficient evidence to support a
5 finding of ‘oppression, fraud or malice’”).

6 At a minimum, the Teacher Parties must present “substantial” and “clear and convincing”
7 evidence that CCEA’s conduct amounted to “an intentional misrepresentation, deception or
8 concealment of a material fact known to the person with the intent to deprive another person of his
9 rights or property or to otherwise injure another person.” NRS 42.001(2). **However, outside of**
10 **self-serving affidavits, the Teacher Parties lack any evidence that the CCEA made the**
11 **“intentional misrepresentations” necessary to permit a finder of fact to even consider an**
12 **award of punitive damages, and a mere request for punitive damages is simply insufficient to**
13 **overcome a motion for summary judgment.** In the absence of evidence sufficient to overcome a
14 motion for summary judgment – as is the case here – the Teacher Parties’ punitive damages claim
15 fails as a matter of law.⁸ See *Serrett v. Kimber*, 110 Nev. 486, 493, 874 P.2d 747, 751 (1994).
16 (“[S]omething more than an unsupported affidavit [from defendant on summary judgment] is
17 required to [establish question of fact]”) (citing to *Clauson v. Lloyd*, 103 Nev. 432, 743 P.2d 631
18 (1987) for the holding that a self-serving affidavit will not support summary judgment); *F.T.C. v.*
19 *Publishing Clearing House, Inc.*, 104 F.3d 1168, 1171 (9th Cir. 1997) (“A conclusory, self-serving
20 affidavit, lacking detailed facts and any supporting evidence, is insufficient to create a genuine
21 issue of material fact.”); *Lan Fang Cui v. National Default Servicing Corporation*, 2016 WL
22 1734083 *4 (D. Nev. May 2, 2016) (finding that a self-serving affidavit attached to a motion for
23 summary judgment could not, on its own, establish a genuine issue of material fact). As such, this
24 Court should grant summary judgment in the CCEA Parties’ favor.

25
26
27
28 ⁸ Notably, the NSEA Parties do not request 56(f) relief to conduct additional discovery.

1 **E. CCEA is Entitled to Summary Judgment on the NSEA Parties' Claim for**
2 **Unauthorized Dues Increase.**

3 1. *The CCEA Constitution and Bylaws Allow for a Mid-Fiscal Year Dues Increase*

4 The Constitution and Bylaws of the CCEA are the main source of governance for the CCEA
5 and controls as to the how and when dues payments can be charged and the procedures for their
6 alteration. As the governing rules for the Union, they constitute a contract between the CCEA and
7 its members, and this is a recognized labor and contract law principle. *Hickman v. Kline*, 71 Nev.
8 55, 279 P.2d 662,669 (1955) (union's constitution "amounts to a binding agreement between the
9 union and its members"); *United Ass'n of Journeymen v. Local 334*, 452 U.S. 615, 619-11 (1981).
10 The CCEA Constitution and Bylaws clearly state:

11 The Association shall be governed by its Bylaws and Policies, and such other actions
12 as the Association Representative Council and Executive Board may take consistent
13 therewith.

14 Exhibit 7 to MPSJ, Article I, Section 3.

15 Under the Constitution and Bylaws, the Association Representative Council ("ARC") is the
16 legislative and policy body of the Association. *Id.* at Article III Section 1. As such, the ARC has
17 the authority to alter dues for members of the Association. *Id.*, Article II, Section 4. In this case,
18 the ARC altered the dues payments during Fiscal Year 2017-18 by reducing the aggregate dues
19 amount that members are to pay. In motions approved on April 24, 2018, the ARC adopted the
20 April 14, 2018, recommendations of the CCEA's Executive Board to disaffiliate from the NSEA-
21 NEA and to simultaneously reduce the aggregate or total dues paid by the members. Prior the
22 September 1, 2017 termination of the dues transmittal agreement, the total dues paid by CCEA
23 members to NSEA, NEA and CCEA was \$810.50 per year, and after the ARC's dues alteration
24 plan was overwhelming approved by the members at the April 25, 2018, General Membership
25 Meeting, the members' dues payments were reduced by 40 percent.

26 The NSEA Parties' argument on the dues alteration does not appreciate that the CCEA
27 Constitution and Bylaws contain two separate provisions under which dues payments can be and
28 were in fact changed and the conditions of membership that apply to all members of the CCEA:

- 1 1. Increases or decreases actually based upon the percentage of salary increase in the
2 Class A, Step 1 of the teacher salary schedule for the previous fiscal year. *Id.* at
3 Article I, Section 4 (A). This alteration procedure is obviously based on the teacher
4 salary changes and is virtually automatic given its tie to the percentage salary
5 changes. *See id.*
- 6 2. In addition, a discretionary dues alteration may be enacted by the ARC. *Id.* at Article
7 I, Section 4 (B). This sentence states: “The dues for members of the Association
8 may be altered by the Association Representative Council.” *Id.* Important to this
9 provision is the total absence of limits or constraints by the Constitution and Bylaws
10 as to time, frequency or amount of a dues change. The internal political dynamics
11 of the Union may determine whether the members would tolerate a dues change; in
12 this case, they overwhelmingly approved it.

13 Article II Section 2 (D) of the Constitution and Bylaws requires members to adhere to the
14 conditions of membership including in Article II, which includes the above provisions regarding
15 dues alterations. *Id.* The NSEA Parties’ reliance on the Membership Enrollment Form is misplaced,
16 as it is consistent with the Constitution and Bylaws, and does not place any limiting terms on the
17 Constitution and Bylaws. As discussed below, the Membership Enrollment Form is subject to the
18 terms of the Constitution and Bylaws.

19 i. Nevada Statute Recognizes the Controlling Authority of the Constitution and
20 Bylaws

21 A governing statute under which the CCEA is incorporated sets the authority of the
22 Constitution and Bylaws as a governing document. Article XIV of the Constitution and Bylaws
23 provides that the Association is incorporated under Nevada statutes NRS 81-410 and NRS 81-540.
24 Section 81-410 states:

25 Any person or any number of persons, including and in addition to the original
26 incorporators, may become members of the corporation upon such terms and conditions as
27 to membership, and subject to such rules and regulations as to their, and each of their,
28 contract and other rights and liabilities between it and the member, as the corporation shall
prescribe in its bylaws.

This statute means that the members of the CCEA are subject to its rules as they are prescribed in
the Bylaws, and in this case the terms under which dues are adjusted apply to all members. These
statutory provisions control the result in this case and are sufficient reasons to grant summary
judgment for the CCEA.

1 ii. The Contractual Nature of Bylaws has been Recognized by the NSEA Parties.

2 The role of the Constitution and Bylaws is an important component to the resolution of this
3 case because the CCEA Parties hold a governance right in their Constitution and Bylaws to change
4 the dues charged to members during the fiscal year, and the importance of the Constitution and
5 Bylaws has been recognized by the NSEA Parties in their Second Amended Complaint in which
6 they allege the Constitution and Bylaws are a binding contract between CCEA and the members.
7 NSEA Parties Second Amended Complaint at ¶68 (“The CCEA Bylaws constitute a contract
8 between CCEA and its members, including Plaintiffs Murillo, Benson, and Di Archangel.”).
9 Therefore, in the instant case, the Constitution and Bylaws control as a matter of union governance
10 as to the how and when dues payments can be changed and the procedures for their alteration.

11 2. *The Membership Enrollment Form Does Not Limit a Dues Adjustment*

12 The NSEA Parties incorrectly assert that the word “annual” in the CCEA Membership
13 Enrollment Form means that dues alterations can only be implemented at the commencement of
14 the fiscal year, but there is no such limitation in the alteration authority of the Bylaws’ Section 4
15 dues provisions. In effect, there is no requirement in the Constitution and Bylaws of the CCEA nor
16 in the motions presented and approved by the Executive Board, ARC and the members at the
17 General Membership Meeting, to delay the implementation of the 2017-18 fiscal year dues change
18 until the start of the next fiscal year. Further, this argument does not consider the conditions for
19 members or the governing statute under which CCEA has been incorporated.

20 NSEA/NEA argues that the Membership Enrollment Form contains a contractual limit on the
21 dues amount that can be charged by CCEA. Their focus is on the words “as established annually”
22 and “membership year.” These words are the central focus of NSEA/NEA’s breach of contract
23 claim, but there is no defined amount or dollar limit as to the dues payments which can be charged.
24 NSEA/NEA speculate with a hypothetical that a membership form with a maximum limit of
25 \$500.00 would be a basis to challenge the CCEA dues change, but the Membership Enrollment
26 Form used by the CCEA does not have such a maximum dues number and that is the missing link
27 in their claim. Most important to challenging this argument is that there is no specific language
28

1 on the Membership Enrollment Form that states the dues may be assessed only once a year at the
2 commencement of the fiscal year.

3 Dues can be set for an annual rate during the fiscal year and then prorated into deductions for
4 each payroll period. The references to “established annually” and “membership year” are
5 convenient mathematical tropes upon which to calculate the per check dues deductions, but there
6 is no direct language in the Membership Enrollment Form that limits the effect of the Constitution
7 and Bylaws of CCEA or that requires the dues payments to be determined only once a year, and
8 this leads to an ambiguity in the Membership Enrollment Forms. This ambiguity can be resolved
9 by reference to the Constitution and Bylaws, which contain specific language regarding alterations
10 to dues.

11 Because of the lack of a specific and definite dollar amount as to the dues that may be
12 charged or the point in the fiscal year when they are to take effect, there can be no breach of the
13 Membership Enrollment Form by the CCEA’s mid-fiscal year dues change. This is a significant
14 reason why the CCEA Constitution and Bylaws control as a contract between the members and the
15 Union. The more specific language of the CCEA Constitution and Bylaws controls the general
16 language of the Membership Enrollment Form and thus answers the question posed by NSEA as to
17 the time when dues payments may be changed. Clearly, the Membership Enrollment Form must
18 yield to the governing documents of the CCEA. *Shelton v. Shelton*, 119 Nev. 492, 497, 78 P.3d
19 507, 509 (2003) (a specific provision will qualify the meaning of a general provision). *See also*,
20 NRS 81-410

21 In order to accept the NSEA-CCEA argument, there would have to be a specific waiver or
22 disclaimer of the CCEA Constitution and Bylaws Article II Section 4, which provides for the
23 alteration in dues at the discretion of the ARC. There is no such language in the Membership
24 Enrollment Form. This means that dues may be altered at any time during the fiscal year and not
25 only at its start date.

26 NSEA assumes that the tentative budget adopted by the ARC on April 24, 2018, indicated
27 the dues could only be adjusted at the start of the forthcoming fiscal year, but no language in the
28 tentative budget document supports that claim. NSEA Parties’ Opposition to CCEA Parties’

1 Countermotion For Partial Motion for Summary Judgment at 23:5-24:2 and **Exhibit 20**. Neither
2 of the two dues alteration provisions of the CCEA's Constitution and Bylaws require that the dues
3 adjustments can be only be implemented at the beginning of the fiscal year or bind alterations of
4 dues to any budget documents. Even the provision of the Bylaws that discusses any annual dues
5 adjustment does not limit such adjustment to the beginning of the fiscal year.

6 Article II Section 4 (A) provides for an annual increase/decrease in dues based upon a
7 percentage of salary increases, but the start date is not stated. Salary increases could be initiated at
8 any time in the fiscal year on a semi-annual basis or a quarterly basis, thereby leading to multiple
9 dues adjustments. More central to this case is that Article II Section 4 (B) does not have any
10 limitations on when the ARC may make a dues alteration. There is no language that limits it to the
11 beginning of the fiscal year, or even that such changes be limited to once annually. The NSEA
12 Parties are asking the Court to read language into Membership Enrollment Form that would
13 significantly change the Bylaws of the CCEA, and there is simply no support for such language to
14 limit the CCEA's governing documents.

15 No language in the Membership Enrollment Form operates as a restraint in this situation.
16 For such a limit to be in effect, there would need to be a clear and unmistakable waiver of the effect
17 of the Bylaw. For these reasons, the breach of contract claim based on the Membership Enrollment
18 Form should be rejected.

19 *3. NSEA is Asking This Court to Interfere with CCEA's Interpretation of its Own Internal*
20 *Processes and Procedures*

21 The CCEA members voted to change their dues payments on April 25, 2018, and the vote
22 approving such changes was overwhelming. *Vellardita Affidavit* (April 1, 2019), Para. 13 (attached
23 hereto as **Exhibit 23**. The NSEA Parties' anti-democratic attempt to interfere with the will of the
24 CCEA members should be rejected by this Court under the well-established principle that courts
25 should not interfere with the internal affairs, rules and bylaws of voluntary associations and labor
26 organizations unless their enforcement would be arbitrary, capricious or constitute an abuse of
27 discretion. *Hebert v. Ventetuolo*, 480 A.2 403, 407 (1984); *Carpenters Local 1052 v. Los Angeles*
28 *County District County of Carpenters*, 944 F.2d 610, 613 (9th Cir. 1991) (absent bad faith or special

1 circumstances, an interpretation of a union constitution by union officials, as well as interpretations
2 of the union's rules and regulations should not be disturbed). *Financial Institution Employees of*
3 *America, Local 1182 v. NLRB*, 752 F.2d 356, 362 (9th Cir.1984); *cert. granted*, 471 U.S. 1098, 105
4 S.Ct. 2318, 85 L.Ed.2d 838 (1985); *Jou-Jou Designs, Inc., v. International Ladies Garment*
5 *Workers Union*, 643 F.2d 905, 911 (2d Cir.1981); *Tincher v. Piasecki*, 520 F.2d 851, 854 (7th
6 Cir.1975). *See NLRB v. Boeing Co.*, 412 U.S. 67, 93 S.Ct. 1952, 36 L.Ed.2d 752 (1973); *NLRB v.*
7 *Allis-Chalmers Manufacturing Co.*, 388 U.S. 175, 87 S.Ct. 2001, 18 L.Ed.2d 1123 (1967). ("It
8 would seem self-evident that the interpretation of a union's own constitution represents virtually
9 the ultimate in internal affairs, and the impropriety of permitting critical examination, by ...
10 outsiders must be considered offensive."); *NLRB v. Electra-Food Machinery, Inc.*, 621 F.2d 956,
11 958 (9th Cir.1980).

12 As such, absent bad faith or special circumstances, an interpretation of a union constitution
13 by union officials, as well as interpretations of the union's rules and regulations, should not be
14 disturbed by the court. *Monzillo v. Biller*, 735 F.2d 1456, 1458 (D.C.Cir.1984); *Busch v.*
15 *Givens*, 627 F.2d 978, 981 (9th Cir.1980); *Stelling v. International Brotherhood of Electrical*
16 *Workers, Local 1547*, 587 F.2d 1379, 1388-89 (9th Cir.1978), *cert. denied*, 442 U.S. 944, 99 S.Ct.
17 2890, 61 L.Ed.2d 315 (1979); *Vestal v. Hoffa*, 451 F.2d 706, 709 (6th Cir.1971), *cert. denied*, 406
18 U.S. 934, 92 S.Ct. 1768, 32 L.Ed.2d 135 (1972). *See, e.g., Robinson v. Illinois High School*
19 *Association*, 45 Ill.App.2d 277, 286, 195 N.E.2d 38, 43 (1963), *cert. denied*, 379 U.S. 960, 85 S.Ct.
20 647, 13 L.Ed.2d 555, *reh. denied*, 380 U.S. 946, 85 S.Ct. 1022, 13 L.Ed.2d 966 (1965); *David v.*
21 *Louisiana High School Athletic Association*, 244 So.2d 292, 293-94 (La.App.1971); *Crandall v.*
22 *North Dakota High School Activities Association*, 261 N.W.2d 921 N.W.2d 921, 926 (N.D.1978);
23 *Caso v. New York State Public High School Athletic Association*, 78 A.D.2d 41, 48, 434 N.Y.S.2d
24 60, 65 (1980). When such rules are reasonable and in keeping with public police, there will be no
25 judicial interference with them. *Mahan v. Agee*, 652 P.2d 765, 767 (Okla.1982).

26 The CCEA Constitution and Bylaws on the issue of dues alterations are a reasonable
27 exercise of the union's right to assure its financial integrity and constitute prudence in managing
28 its revenue streams, and its own interpretation of its own rules is entitled to a broad deference.

1 *California State Brewers' Institute v. International Brotherhood of Teamsters*, 19 F. Supp. 824
2 (N.D. Cal. 1937)(decisions reached by labor unions according to their own constitution and bylaw
3 of procedure are not to be invalidated by a court, provided that all parties have had an opportunity
4 to be heard, that the decision has not been arbitrary, and that the fundamental law of the association
5 has not been violated).

6 Three layers of internal approval by the members were invoked by the CCEA to disaffiliate
7 from the NSEA/NEA and to simultaneously reduce the aggregate dues amount to be paid by
8 members of the CCEA. As discussed below, all three internal levels voted to allow a dues change
9 during the term of the fiscal year. Under this procedure, all views and parties had an opportunity
10 to be heard on this matter. These votes were an absolute statement of internal union democracy
11 that should be respected as a decision by the members to change the dues amount they should pay.
12 Therefore, even if the court were to conclude that the Membership Enrollment Form's phrases "as
13 established annually" and "membership year" were sufficiently specific to form a contract that only
14 allowed to dues adjustments to be made at the beginning of the fiscal year, it should also hold that
15 the members agreed to change the terms of the Membership Enrollment Form by a vote to allow a
16 dues change during the fiscal year.

17 On April 14, 2018, the CCEA Executive Board approved a motion that it recommend to the
18 legislative and policy forming body, the ARC, that CCEA disaffiliate from NSEA and NEA in
19 order to become an independent union. This was the first level at which the democratic process
20 was initiated. That motion was presented as Motion No. 4 and was approved. *Vellardita Affidavit*
21 (April 1, 2019), Para. 4, **Exhibit 16**. The next motion, Motion No. 5, presented at the meeting was
22 made to assure a dues change would be effective immediately upon disaffiliation. It stated that
23 "upon disaffiliation from NSEA/NEA, an independent union set its dues at \$510 per year per
24 member." *Id.* Another motion to set the ballot language for the members' vote, identified as
25 Motion No. 6, specifically proposed the precise ballot question to be presented at the April 25,
26 2018, General Membership Meeting. It stated:

27 The ballot question:
28 Will CCEA disaffiliate from NSEA/NEA effective immediately?

1 Yes: CCEA will disaffiliate with NSEA/NEA and became (sic) an
2 independent union. CCEA's dues will be \$510 per member per year.

3 No: CCEA will remain affiliated with NSEA/NEA. The unified dues
4 of NSEA, NEA and CCEA will be \$810.50 per member per year.

ADOPTED *Id.*

5 Subsequent to this Executive Board Meeting, the issue of disaffiliation and a simultaneous
6 dues deduction was presented as a legislative and policy matter to the ARC which met on April 24,
7 2018. The minutes of that meeting show that the ARC adopted its own motion, identified as Motion
8 No. 5 to "... immediately disaffiliate from NSEA and NEA in order to become an independent
9 union. If approved, the ARC will recommend a vote of disaffiliation to the CCEA General
10 Membership Meeting on April 25, 2018." **Exhibits 17 and 18.** This motion to immediately
11 disaffiliate was approved by the ARC and was followed by Motion No. 6 to adopt a new dues
12 amount that would take immediate effect on the disaffiliation of CCEA from NSEA-NEA.
13 *Vellardita Affidavit*, (April 1, 2019), Paras. 7-10; Exhibit 18. Motion No. 6 also contained the
14 revenue estimate for the next budget that would take effect in September 2018, five months later,
15 but the impact of the immediate dues change would be experienced in the current fiscal year, 2017-
16 18. *Id.*; **Exhibit 19.**

17 NSEA's argument that this dues change was to take effect only at the commencement of the
18 next fiscal year is not supported by either of the two implementation motions adopted by the
19 Executive Board or the ARC, and NSEA has presented no evidence from a participant in those
20 meetings to counter CCEA's claim of immediate disaffiliation coupled with a simultaneous dues
21 deduction. There was no discussion of a delay by the CCEA Parties for the dues change.

22 The third and final level of the CCEA's democratic approval for the dues alteration and
23 disaffiliation was the voice of the members at the General Membership Meeting conducted one day
24 after the ARC meeting which was preceded by ample notice to the members. *See Vellardita*
25 *Affidavit* (December 2018), MPSJ Exhibit 9 at Para. 33; MPSJ Exhibit 12. The ballot choices given
26 to the members at this meeting could not have been clearer as to what they were asked to consider.
27 The sample ballot, **Exhibit 21**, reflects the motion that was approved and discussed above, and the
28 ballot language is the same that was voted upon at the Executive Board meeting held on April 14,

2018. A vote for disaffiliation meant that the dues adjustment would be immediate. Once the members approved the disaffiliation, the CCEA modified its current fiscal 2017-18 budget after the new dues rate went into effect to reflect in real time the change in revenue. *Vellardita Affidavit* (April 1, 2019), Paras. 11-12. The school district was advised that the new dues amount would take effect on June 8, 2018. *Id.* Para. 14, **Exhibit 22**.

III. CONCLUSION

For the foregoing reasons, the Court should grant the CCEA Parties' Countermotion for Partial Summary Judgment in its entirety and grant summary judgment in favor of the CCEA Parties and against the NSEA Parties on their claims for conversion, unjust enrichment, breach of contract (NSEA, NEA, and CCEA Bylaws), fraud, and unauthorized mid-year dues increase.

DATED this 4th day of April, 2019.

SNELL & WILMER L.L.P.

By: /s/ John S. Delikanakis

John S. Delikanakis
Nevada Bar No. 5928
Bradley T. Austin
Nevada Bar No. 13064
Michael Parette
Nevada Bar No. 13926
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169

Joel A. D'Alba (*pro hac vice*)
200 West Jackson Blvd., Suite 720
Chicago, IL 60606

Richard G. McCracken
Nevada Bar No. 2748
Kimberley C. Weber
Nevada Bar No. 14434
McCRACKEN, STEMERMAN
& HOLSBERRY, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, NV 89102

Attorneys for the CCEA Parties

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18)
3 years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a
4 true and correct copy of the foregoing **CCEA PARTIES' REPLY IN SUPPORT OF MOTION**
5 **FOR PARTIAL SUMMARY JUDGMENT** by the method indicated below:

6 <u> X </u>	Odyssey E-File & Serve	<u> </u>	Federal Express
7 <u> </u>	U.S. Mail	<u> </u>	U.S. Certified Mail
8 <u> </u>	Facsimile Transmission	<u> </u>	Hand Delivery
9 <u> </u>	Email Transmission	<u> </u>	Overnight Mail

10 and addressed to the following:

11 Richard J. Pocker
12 Nevada Bar No. 3568
13 Paul J. Lal
14 Nevada Bar No. 3755
15 BOIES SCHILLER FLEXNER LLP
16 300 South Fourth Street, Suite 800
17 Las Vegas, NV 89101
18 Telephone: (702) 382-7300
19 Facsimile: (702) 382-2755
20 Email: rpocker@bsfllp.com
21 Email: plal@bsfllp.com

22 *Attorneys for NSEA Parties*

Robert Alexander (*pro hac vice*)
Matthew Clash-Drexler (*pro hac vice*)
James Graham Lake (*pro hac vice*)
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Telephone: (202) 842-2600
Facsimile: (202) 842-1888
Email: ralexander@bredhoff.com
Email: mcdrexler@bredhoff.com
Email: glake@bredhoff.com

Attorneys for NSEA Parties

23 DATED this 4th day of April, 2019.

24 /s/ Lyndsey Luxford
25 An Employee of Snell & Wilmer L.L.P.

26 4852-2060-7886

EXHIBIT 16

CLARK COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING

8:00 AM

April 14, 2018

LOCATION: CCEA - Board Room

Minutes

I. Call to Order

President Vikki Courtney call the meeting to order at 8:01 a.m.

II. Roll Call

Vikki Courtney, President
Theo Small, Vice President
Robert Hollowood, Treasurer
Marie Neisess, Secretary
James Frazee, Board Member
Ryan Armitage, Board Member
Dan Price, Board Member
Erin Riddle, Board Member
Monica Bryant, Board Member
Daniel Barber, Board Member
Michael Thorsteinson, Board Member
Robert Cowles, Board Member (left at 12:00)
Karl Byrd, Board Member
Tamara Duff, OLP

Absent

Jennifer Petrie

Staff

John Vellardita, Executive Director
Michelle Kim, Director of Strategic Initiative
Christian Cober, Director of Communications

Guests

Congresswoman Dina Titus
Candidate for U.S. Congress Reuben D'Silvia
Senator Mo Dennis
Assemblyman Edgar Flores

III. Adoption of Agenda

Motion #1: M. Thorsteinson/M. Bryant: I move that the Executive Board adopt the agenda with the ability to make changes as necessary.

ADOPTED

CONFIDENTIAL

AA 1268

CLARK COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING
8:00 AM
April 14, 2018

- IV. Adoption of Minutes: March 3, 2018.....Page 3
March 27, 2018.....Page 11
April 4, 2018.....Page 15

Motion #2: J. Frazee/R. Armitage: I move the Executive Board approve the minutes of the March 3, 2018 meeting as presented. **ADOPTED**

- V. Governance/Executive Director
A. Legal Update

The Executive Board went into executive session from 8:12 a.m. - 9:31 a.m.

Motion #3: J. Frazee/D. Barber: I move that Executive Board condemn NSEA for considering Bylaw Amendments at their upcoming Delegate Assembly that threaten the existence of CCEA as a Local Option. NSEA Bylaw Amendment #1, for example, would empower NSEAs Board of Directors to place CCEA into a trusteeship - effectively ending the right of our members to democratically govern our union.

ADOPTED

Support: 12 Oppose: 1

Motion 4: D. Barber/J. Frazee: I move that the Executive Board recommend to the ARC, the General Membership Meeting, and members that CCEA disaffiliate from NSEA and NEA in order to become an independent union.

ADOPTED

Support: 12 Oppose: 1

Motion #5: J. Frazee/D. Barber: I move that the Executive Board recommend to the ARC the General Membership Meeting, and members that, upon disaffiliation from NSEA/NEA, an independent CCEA set its dues at \$510 per member per year. **ADOPTED**

Support: 12 Oppose: 1

Motion #6: J. Frazee/D. Barber: I move that the Executive Board adopt the following ballot language to be voted upon by members at the April 25, 2018, CCEA General Membership Meeting:

CONFIDENTIAL

AA 1269

**CLARK COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING
8:00 AM
April 14, 2018**

The ballot question:
Will CCEA disaffiliate from NSEA/NEA effective immediately?

Yes: CCEA will disaffiliate with NSEA/NEA and became an independent union. CCEA's dues will be \$510 per member per year.

No: CCEA will remain affiliated with NSEA/NEA. The unified dues of NSEA, NEA, and CCEA will be \$810.50 per member per year. **ADOPTED**

Support: 12 Oppose: 1

Motion #7: J. Frazee/D. Barber: I move that the Executive Board instruct the Executive Director to, upon CCEA becoming an unaffiliated and independent union, refund to members a percentage of the dues that CCEA has withheld from NSEA/NEA as a result of the absence of a Service/Dues Remittance Agreement. This percentage will be determined upon a final settlement that distributes the withheld dues among the parties in the dispute with approval of legal counsel.

Support: 11 Oppose: 0

The Executive Board went into executive session 11:30 -

B. CCSD Updates

C. Superintendent Hiring

D. 2018-2019 Election Cycle

Congresswoman Dina Titus gave an overview of her background and upcoming education bills.
Congresswoman Dina Titus would like CCEA's support.

The congresswoman responded to questions from the board.

CONFIDENTIAL

AA 1270

**CLARK COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING**

8:00 AM

April 14, 2018

Reuben D'Silvia candidate for U.S. Congress gave an overview of his background. Mr. D'Silvia would like CCEA's support.

Mr. D'Silvia responded to questions from the board.

Senator Mo Dennis gave an overview of his background.

The senator responded for questions from the board.

Assemblyman Edgar Flores gave an overview of his background.

The Assemblyman responded to questions from the board.

Motion 8: I move that the Executive Board endorse Senator Moises Dennis for NV Senate District 2 - adopted

Motion 9: I move that the Executive Board endorse Assemblyman Edgar Flores for Assembly District 28 - adopted

- E. 2017 Audit Proposal - Director Vellardita reviewed that we will keep same auditors and move forward with annual CCEA audit
- F. Discussion around District's response to refusing to uphold arbitrator's decision
- G. Superintendent search has been opened up to internal and former District candidates - Trustees will determine who they interview on Apr 19, interviews on April 27 & community meeting on 28
- H. Discussion on what kind of action CCEA should lead on.
 - a. Wear red for public ed
 - b. Get students to perform (bands etc)
 - c. School site rallies
 - d. Rally at Superintendent Public Meeting on April 28th (10:00-11:00am)

VI. Finance and Budget

A. Membership Count: March, 2018

Treasurer Robert Hollowood reported the membership as 10,917 as

CONFIDENTIAL

AA 1271

CLARK COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING

8:00 AM

April 14, 2018

of March, 2018.

B. Fixed Payments: April 2018

Motion #10: R. Hollowood: I move that the Executive Board approve the fixed payments in the amount of \$298,769 for March 2018 as presented. Adopted

C. Financial Report January and February

VII. Executive Director's Written Reports

A. Organizing the Schools

A written report was included in the board packet for review.

B. Politics & Communications

A written report was included in the board packet for review.

C. Professional Learning

A written report was included in the board packet for review.

D. NBCT

A written report was included in the board packet for review.

E. SOT

A written report was included in the board packet for review.

VIII. Governance Written Reports

A. Presidents Report

A written report was included in the board packet for review.

B. Vice President's Report

A written report was included in the board packet for review.

C. Events Calendar Apr/May

A written report was included in the board packet for review.

X. New Business

Adjournment

CONFIDENTIAL

AA 1272

CLARK COUNTY EDUCATION ASSOCIATION
EXECUTIVE BOARD MEETING

8:00 AM

April 14, 2018

President Vikki Courtney adjourned the meeting at 1:22pm

Marie Neisess
CCEA Executive Board Secretary

CONFIDENTIAL

AA 1273

EXHIBIT 17

CCEA

Clark County Education Association

the union
of teaching
professionals

For / Against
Stan

Association Representative Council MOTION FORM

POT
11/11

**FOR
OFFICER
USE ONLY:**

ARC Chair Receiving Motion Form: _____

CCEA Secretary Recording Form: _____

Motion #

5

Date:

4.24.18

Name:

Stan Willis

From:

Valley HS

School

Signature:

[Signature]

I MOVE THAT THE CCEA ASSOCIATION REPRESENTATIVE COUNCIL

authorize CCEA to immediately
disaffiliate from NSEA and NEA
in order to become an independent
Union. If approved, the ARC will
recommend a vote of disaffiliation
to the CCEA General Membership
Meeting on April 25, 2018

Seconded by:

James Froese

School:

Ce. Tenn. HS

COUNTED VOTE:

_____ YES

_____ NO

MOTION:

☒ ADOPT

☐ LOST

☐ UNANIMOUS CONSENT

ORIGINAL: CCEA RECORDS

YELLOW COPY: MEMBER SUBMITTING MOTION



EXHIBIT 20

2018-2019
Budget Draft

April 24, 2018

CCEA
Clark County Education Association
the union
of teaching
professionals

CLARK COUNTY EDUCATION ASSOCIATION (CCEA)
BUDGET DRAFT 2018 - 2019
March Draft With Dues Increase
03/05/18

	Budget 2018-2019	Budget 2017-2018	Comments
REVENUE			
4020 CCEA MEMBERSHIP DUES	5,508,000	2,487,000	10,800 @ \$510/yr- \$42.5/mo (\$22.18/mo increase)
4115 NEA & NSEA-UNISERV GRANTS		706,572	9 UniServ Grants (\$78,508)
4120 OTHER REVENUE	18,251	18,251	Cell Tower
4122 NHO PARTNER REVENUE	200,000	50,000	
4124 NSEA-ADVOCACY FUNDS			
4125 PARTNER AND VENDOR PARTICIPATION REVENUE	233,524	233,524	
4126 PLP REVENUE COURSES & VEGAS PBS	25,000	25,000	
4127 NBCT REVENUE - CANDIDATE SUPPORT			
4128 RESEARCH, POLICY & DATA BASE GRANTS			
4129 NEA-TEACHER LEADERSHIP INITIATIVE (TLI)			
4130 AB469 CCEA REORGANIZATION FUNDS			
4132 NEW PLP PROJECT GRANT FUNDS			
4133 NEVADA LAW REVENUE			
4134 TIP FUNDS FOR LAT			
4135 NV DOE-NBCT GRANT			
4136 NT3 GRANT- NATIONAL BOARD	250,000	331,713	
4137 A&R GRANTS (Non-UniServ)			
4138 COMMUNITY & POLITICAL GRANTS			
4139 COMMUNICATION GRANTS			
4140 NEA-GPS-GRANT			
4140A NEA-PACIFIC REGION-GRANT			
4145 NSEA-MEMBER ORGANIZING-GRANT			
4150 NEA-PAR-GRANT (carry over from 2016-2016)			
4155 GOVERNANCE GRANTS			
TOTAL REVENUE	6,234,775	3,862,960	
EXPENSES			
COMMITTEE PROJECTS			
5002 AWARDS BANQUET (MEMBERS)	3,500	3,500	
5004 HEALTH FEST CARNIVAL	-	-	
5006 MEMBER ORGANIZING COMMITTEE PROJECT	3,000	3,000	
5010 COMMITTEE RECRUITING PROJECT	750	750	
5012 SCHOLARSHIP AWARD BANQUET	1,500	1,500	
TOTAL COMMITTEE PROJECTS	8,750	8,750	
COMMITTEE MEETING EXPENSES			
5020 ALL COMMITTEES/CHAIR	300	300	
5030 AWARDS	150	150	
5040 BUDGET	150	150	
5050 BY-LAWS	150	150	
5070 ELECTION COMMITTEE	150	150	
5080 ETHNIC MINORITY AFFAIRS	150	150	
COMMITTEE MEETINGS	-	-	
FUND RAISING	-	-	
5090 GOVERNMENTAL RELATIONS	150	150	
5110 MEMBER ORGANIZING COMMITTEE (MMROC)	150	150	
5120 MEMBER RIGHTS	150	150	
5130 POLICY COMMITTEE	150	150	
5150 SCHOLARSHIP	150	150	
5170 SPECIAL EDUCATION	150	150	
TOTAL COMMITTEES	10,700	10,700	
MEMBER AND AFFILIATE ADVOCACY AND REPRESENTATION			
5190 NEGOTIATIONS COMMITTEE	5,500	500	
5195 NEGOTIATIONS LEGAL	100,000	5,000	
5200 NEGOTIATIONS EXPENSES	4,000	8,000	
5201 PROFESSIONAL LIABILITY INSURANCE	165,000	2,000	NEW LINE ITEM
5205 MEMBER DEFENSE & ARBITRATION	250,000	29,648	INCREASED LEGAL SERVICE COSTS
5261 AR INTERNS TRAINING, PRE-GRIEVANCE MTGS	500	500	
5262 COMPLIMENTARY LIFE INSURANCE (\$50K-AD&D)	350,000	1,000	NEW LINE ITEM
5265 CCEA DEFENSE FUND	500,000	500	NEW LINE ITEM
5266 STAFF COSTS	702,763	834,887	7
5267 STAFF COSTS VACANCY SAVINGS	-	-	
TOTAL MEMBER AND AFFILIATE ADVOCACY AND REPRESENTATION	2,077,763	882,035	
LEADERSHIP DEVELOPMENT			
5210 ARC TRAINING	1,000	1,000	
5215 BOARD TRAINING	1,000	1,000	
5220 NEVADA SCHOOL LAW		1,200	
5222 TEACHER LEADERSHIP PROJECTS	7,012	5,000	
5225 SITEBASED LEADERSHIP TRAINING	50,000	50,000	
TOTAL LEADERSHIP DEVELOPMENT	59,012	58,200	
PROFESSIONAL LEARNING PROGRAM			
5221 NCUEA GRANT	-	-	
5226 PLP LEAD FACILITATORS	60,000	91,000	
5226A SUPPORT, LOGISTICS, PLP EXPANSION PROGRAM	7,000	7,000	
5230 NBCT LOGISTICAL EXPENSES		10,000	
5231 NEPF TRAINING		5,000	
5232 PAR PROGRAM RESEARCH, TRAINING			
5233 PLP PROGRAM-FACILITATOR COSTS	45,000	180,000	
5234 STAFF COSTS	275,843	275,843	2
5234A NBPD and NT3 Work	145,000	145,000	
5237 NEW LEADERSHIP GRANT PROJECTS			
5238 NBCT PROGRAM- NV DOE		238,987	1
5239 TEACHER LEADERSHIP INITIATIVE (TLI)	9,747	9,747	
TOTAL PROFESSIONAL LEARNING PROGRAM	542,590	962,577	

CLARK COUNTY EDUCATION ASSOCIATION (CCEA)
BUDGET DRAFT 2018 - 2019
March Draft With Dues Increase
03/06/18

	Budget 2018-2019	Budget 2017-2018	Comments
2017 POLITICAL WORK, STRATEGIC COMMUNICATIONS			
5227 2018 LAT INTERNS	50,000	50,000	
5228 POLITICS AND POLICY	100,000	25,000	
5229 PARENT OUTREACH & FIELD	20,000	20,000	
5260 R&R/TS RESEARCH	85,000	85,000	
TOTAL COMMUNITY, PARENT AND POLITICAL OUTREACH	255,000	180,000	
RESEARCH, POLICY AND DATA BASE MANAGEMENT			
5253 STAFF COSTS	138,965	138,965	1
5264 RESEARCH, LEXIS NEXIS	23,600	23,600	
5268 FIELD RESEARCH & STRATEGIC MESSAGING (RR/TS)	85,000	85,000	
5269 RESEARCH AND STATISTICAL ANALYSIS	23,943	23,943	
6135 DATABASE MGMT	50,000	50,000	
TOTAL RESEARCH, POLICY AND DATA BASE MANAGEMENT	271,508	271,568	
ORGANIZING DIVISION			
INTERNAL ORGANIZING			
5235 OTS ACTIVITY	12,000	12,000	
5236 STAFF	712,814	712,814	7
5240 ORGANIZE THE SCHOOLS PROGRAM	5,000	5,000	
5245 SITE BASED TEAM DEVELOPMENT PROGRAM	117,205	117,205	1
5246 TAC TRAINING	2,000	2,000	
5247 AB469 LEADERSHIP DEVELOPMENT PROGRAM	85,000	90,000	
INTERNAL ORGANIZING	934,019	939,019	
NEW ORGANIZING			
ORGANIZING INTERNS			
5426 ADMINISTRATIVE STAFF	65,000	65,000	1
5428 PROGRAM, SUPPORT, LOGISTICS	15,000	15,000	
5429 MEMBER ORGANIZING	18,000	30,000	
5440 NEW HIRE ORIENTATIONS - WEEKLY & ANNUAL	15,000	250,000	
NEW ORGANIZING	113,000	360,000	
TOTAL ORGANIZING DIVISION	1,047,019	1,299,019	
COMMUNICATIONS			
5450 PROGRAM, LOGISTICS & MEMBER COMMUNICATIONS	20,000	50,000	
5455 POSTAGE	44,210	44,210	
5460 SOCIAL/DIGITAL MEDIA; PUBLIC RELATIONS	20,000	20,000	
5462 STAFF	169,686	169,686	1
5465 PRINTING	30,000	30,000	
TOTAL COMMUNICATIONS	303,896	333,896	
GOVERNANCE			
GOVERNANCE LEADERSHIP DEVELOPMENT			
5470 RA-NEA-REPRESENTATIVE ASSEMBLY		120,000	
5480 DA-NSEA DELEGATE ASSEMBLY		40,000	
5490 NEA-REGIONAL SUMMIT-CONF		3,500	
5495 MINORITY LEADERSHIP CONF	15,000	3,000	NEW LINE ITEM
5500 NATIONAL NETWORKING	15,000	5,000	NEW LINE ITEM
5501 LEADERSHIP/PROFESSIONAL DEVELOPMENT CONF	15,000	2,500	NEW LINE ITEM
TOTAL GOVERNANCE LEADERSHIP DEVELOPMENT	45,000	174,000	
CCEA ELECTION EXPENSES			
5510 MATERIALS ELECTIONS	24,000	24,000	
5520 POSTAGE	10,000	10,000	
TOTAL CCEA ELECTION EXPENSES	34,000	34,000	
5530 PRESIDENT SALARY	92,912	92,912	1
5540 PRESIDENT BENEFITS P/R TAXES	33,119	32,987	
5550 PRESIDENT PERS	20,961	20,961	
5560 PRESIDENT EXPENSES	-	-	1
5570 VICE PRESIDENT SALARY	76,019	76,019	
5580 VIP BENEFITS P/R TAXES	32,707	32,707	
5590 VIP PERS	20,821	20,821	
5600 VICE PRESIDENT EXPENSES	-	-	
5610 LEADERSHIP CONFERENCES (NCUEA, TURN)		3,000	
ARC MEETINGS			
5620 PARLIAMENTARIAN	2,000	2,000	
5630 MEETING EXPENSES	18,000	18,000	
5640 OUTLYING AREA MILEAGE	2,000	2,000	
5650 SUPPLIES ARC	1,000	1,000	
TOTAL ARC MEETINGS	23,000	23,000	
EXECUTIVE BOARD			
5660 REFRESHMENTS	6,000	6,000	
5670 SUPPLIES EXECUTIVE BOARD	500	500	
5680 TRAINING EXEC BD	500	500	
5690 REVIEW BOARD	250	250	
TOTAL EXECUTIVE BOARD	7,250	7,250	
TOTAL GOVERNANCE	385,789	517,558	

CLARK COUNTY EDUCATION ASSOCIATION (CCEA)
BUDGET DRAFT 2018 - 2019
March Draft With Dues Increase
03/09/18

		Budget 2018-2019	Budget 2017-2018	Comments
STAFF EXPENSES				
5710	PAYROLL EXPENSE	547,273	547,273	5
5720	DISABILITY INS-LONG TERM	2,254	2,254	
5730	DISABILITY INS-SHORT TERM	1,352	1,352	
5740	HEALTH INSURANCE	46,299	46,299	
5750	LIFE INSURANCE	1,740	1,740	
5760	P/R TAXES FICA	29,601	29,601	
5770	P/R TAXES MEDICARE	7,935	7,935	
5780	P/R TAXES-FUTA	294	294	
5790	P/R TAXES-NV EMP SEC	3,656	3,656	
5800	P/R TAXES WORKER'S COMPENSATION	6,000	6,000	
5810	RETIREMENT NEA	152,430	152,430	
5820	COMPENSATED ABSENCE EXPENSE			
5830	PAYROLL SERVICE/SOFTWARE	1,000	1,000	
5835	HIRING EXPENSE			
5840	STAFF MILEAGE	45,000	45,000	
5850	STAFF TRAINING AND EDUCATION	20,000	20,000	
5860	TEMPORARY - OTHER	33,914	33,914	
5870	TEMPORARY PERSONNEL			
5880	ANCILLARY STAFF EXPENSES (INCLUDING DUES)	5,000	5,000	
TOTAL STAFF EXPENSES		903,747	903,748	
OPERATIONS				
5889	BAD DEBT - SSSCU LOANS			
5900	AUDIT & TAX RETURNS	25,000	25,000	
BUILDING & OCCUPANCY				
5910	AIR FILTER SERVICE	600	600	
5920	ALARM	1,500	1,500	
5930	COFFEE SERVICE	650	650	
5940	CUSTODIAN	15,000	15,000	
5950	WATER PURIFIER	480	480	
5960	EXTERMINATOR	550	550	
5970	FIRE EXTINGUISHER	400	400	
5980	INSURANCE-BLDG & EQUIP	18,000	18,000	
6010	LANDSCAPE MAINTENANCE	3,300	3,300	
6020	MAINTENANCE (BUILDING)	8,000	8,000	
6040	PROPERTY TAXES	12,000	12,000	
6050	STORAGE RENTAL	7,500	7,500	
6060	UTILITIES-ELECTRICITY	15,000	15,000	
6070	UTILITIES-NATURAL GAS	850	850	
6080	UTILITIES-SEWER	1,500	1,500	
6090	UTILITIES-TRASH DISPOSAL	4,500	4,500	
6100	UTILITIES-WATER	2,200	2,200	
TOTAL BUILDING & OCCUPANCY		92,030	92,030	
COMPUTER EXPENSES				
6110	COMPUTER EXPENSE	20,000	15,000	
6120	COMPUTER SUPPLIES	10,000	10,000	
6130	NETWORK CONNECTION (INTERNET)	15,000	15,000	
6135	TOTAL COMPUTER EXPENSES	45,000	40,000	
CORPORATE LEGAL EXPENSES				
6140	ATTORNEY RETAINER	15,000	3,000	
6150	CORPORATE LEGAL EXPENSES	50,000	10,000	
TOTAL CORPORATE LEGAL EXPENSES		65,000	13,000	
6160	DEPRECIATION/CAPITAL ITEMS	15,600	15,600	
6180	OFFICE EXPENSES	5,000	5,000	
MAIL ROOM EXPENSES				
6190	COPIER MAINT4110 WEY106910-FRONT (new copier)	9,288	9,288	
6200	COPIER MAINT4110 WEY107360-BACK (new copier)	7,152	7,152	
6210	PAPER	5,000	5,000	
6220	SUPPLIES	3,000	3,000	
6230	VAN GAS & MAINTENANCE	3,500	3,500	
TOTAL MAIL ROOM EXPENSES		27,940	27,940	
6240	POSTAGE/UPS AND METER DEPOSITS	6,100	6,100	
6250	PRINTING-CCEA EXTERNAL	5,000	5,000	
6260	PUBLICATIONS/SUB	1,000	1,000	
6270	DUES	1,000	1,000	
6275	RENT THT OFFICE	-	-	
6280	CCEA-SUPPLIES	13,000	13,000	
6290	TELEPHONE	14,000	14,000	
TOTAL OPERATIONS		315,670	258,670	

CLARK COUNTY EDUCATION ASSOCIATION (CCEA)
 BUDGET DRAFT 2018 - 2019
 March Draft With Dues Increase
 03/06/18

	Budget 2018-2019	Budget 2017-2018	Comments
REIMBURSEMENTS			
6310 LESS STAFF COST REIMB THT			
6320 LESS THT BUYOUT REIMBURSEMENTS			
6325 LESS NSEA BUYOUT REIMB			
6330 LESS OTHER BUYOUTS	7,000	7,000	
* NV DEPARTMENT OF EDUCATION		(87,743)	
* NSEA - IMPASSE ARBITRATION (as of July 2017)		(99,827)	
* NSEA - IMPASSE ARBITRATION (since July 2017)		(239,098)	
* NSEA - ULP EXPENSES (as of July 2017)		(19,825)	
* NSEA - ULP EXPENSES (since July 2017)		(3,566)	
* NSEA - MEMBERSHIP ORGANIZING GRANT		(115,900)	
* NSEA - 2017 LEGISLATIVE SESSION EXPENSES		(226,450)	
* NSEA - UNISERV GRANTS		(70,657)	
* NSEA - further expenses to follow			
TOTAL REIMBURSEMENTS	7,000	7,000	
CONTINGENCY/BUDGET ADJUSTMENTS (1% OF DUES REVENUE)	55,080	25,847	1% Contingency Reserve based on Dues Rev
TOTAL EXPENSES	6,234,774	5,710,858	28
NET INCOME (NET LOSS)	0	(1,848,798)	

EXHIBIT 21

Will CCEA disaffiliate from NSEA/NEA effective immediately?

_____ Yes, CCEA will disaffiliate with NSEA/NEA and become an independent Union. CCEA's dues will be \$510 per member per year.

_____ No, CCEA will remain affiliated with NSEA/NEA. The unified dues of NSEA, NEA, and CCEA will be \$810.50 per member per year.

EXHIBIT 22

April 26, 2018

Deanna Wright, President
Board of School Trustees
Clark County School District
5100 W. Sahara Avenue
Las Vegas, NV 89145
Sent electronically

RE: CCEA Dues Adjustment for 2017-2018 School Year

Dear Deanna Wright,
Please be advised, that there has been an adjustment to the dues deduction for the 2017-2018 school year. The dues deduction for each paycheck for Clark County Education Association (CCEA) members for the 2017-2018 school year will be as follows:

Full-Time (600)	\$21.25
Half-Time (600)	\$10.63

These deductions begin with the paycheck dated 6/8/2018. Should you have any questions or require additional information regarding the dues deductions for CCEA members, please contact me at JVellardita@ccea-nv.org or (702) 733-3063.

Sincerely,



John Vellardita
Executive Director

Cc: Victoria Courtney, CCEA President
CCEA Executive Board
Robert Mead, CCSD Employee Benefits – via email and facsimile (702) 799-2918

**CLARK COUNTY EDUCATION ASSOCIATION
ASSOCIATION REPRESENTATIVE COUNCIL MEETING
April 24, 2018
4:30 p.m.**

MOTION SUMMARY

Motion #1 M. Jahn/Z. Gould: I move that the Association Representative Council adopt the April 24th ARC Agenda with flexibility. **ADOPTED**

Motion #2 L. Harper/M. Jahn I move that the CCEA Association Representative Council adopt the minutes from March 20, 2018 ARC meeting.

Motion #3 Bylaws Committee: I move that the CCEA Association Representative Council accept the new language for Bylaw Article VIII "General membership" as presented. **ADOPTED**

Motion #4 Bylaw Committee: I move that the CCEA Association Representative Council accept the new language for Bylaw Article 10 "Affiliate status" as presented. **ADOPTED**

NSEA
will
meeting
Motion #5 S. Willis/J.: I move that the CCEA Association Representative Council authorize CCEA to immediately disaffiliate from and NEA in order to become an independent union. If approved, the ARC recommend a vote of disaffiliation to the CCEA General Membership on April 25, 2018. **ADOPTED**

Association
2019
Motion #6 R. Hollowood/M. Thorsteinson: I move that the CCEA Representative Council adopted a tentative budget for fiscal year 2018-2019 setting CCEA annual dues at \$510 for each member. **ADOPTED**

automatically
Motion #7 A. Klein/P. Myers: I move that the CCEA Association Representative Council adopt Article III amendment to "will be recognized by the Association Representative Council and authorized. **ADOPTED**

Motion #8 Bylaw Committee: I move that the CCEA Association Representative Council accept the bylaw amendment III as amended. **ADOPTED**

Motion #9 Review Board: I move that the CCEA Association Representative Council accept and ratify the recommendation of the Review Board. **ADOPTED**

Motion #10 Bylaw Committee: I move that the CCEA Association

**CLARK COUNTY EDUCATION ASSOCIATION
ASSOCIATION REPRESENTATIVE COUNCIL MEETING
April 24, 2018
4:30 p.m.**

MOTION SUMMARY

Representative Council accept bylaw amendment VI as presented.
ADOPTED

Motion #11 Bylaw Committee: I move that the CCEA Association
Representative Council accept the policy as addendum presented.
ADOPTED