

Michelle Kim, Esq.
 Director of Strategic Initiatives
 Clark County Education Association
 4230 McLeod Drive
 Las Vegas, NV 89121
Attorney for Complainant, CCEA

**STATE OF NEVADA
 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
 RELATIONS BOARD**

CLARK COUNTY EDUCATION)	
OF THE ASSOCIATION)	EMRB Case No.
Complainant)	COMPLAINT
)	
v.)	
)	Failure to Bargain in Good Faith
CLARK COUNTY SCHOOL DISTRICT)	Expedited Handling Requested
Respondents)	Pursuant to NRS 288.280
)	

The Clark County Education Association (“CCEA”) hereby makes the following complaint pursuant to N.R.S. 288.270 and 288.280.

1. The CCEA is an employee organization as defined by N.R.S. 288.040. CCEA’s address is 4230 McLeod Drive, Las Vegas, Nevada 89121.
2. The Clark County School District (“CCSD”) is a local government employer as defined by N.R.S. 288.060. CCSD’s address is 5100 West Sahara Avenue, Las Vegas, Nevada 89146.
3. CCEA and CCSD are parties to a 2015-2017 Collective Bargaining Agreement (“2015-2017 CBA”), which is in effect from the beginning of the 2015 school year through the end of the 2016-2017 school year.

4. On November 17, 2016, CCEA sent CCSD a notice of our intent to bargain the 2017-2018 Successor Agreement (“Successor”) pursuant to NRS 288.180.
5. In addition, on November 29, 2016, CCEA sent separate notice of intent to bargain pursuant to Article 28-4 of the 2015-2017 CBA, which states:

“*On January 1, 2017, the contribution shall revert to \$538.87, unless otherwise negotiated.*”
6. As stated on January 18, 2017 to CCSD Chief Negotiator, Edward Goldman (“Goldman”), who was not a party to the Negotiations of the 2015-2017 CBA, the phrase “*unless otherwise negotiated*” was specifically added to allow the Teacher’s Health Trust (“THT”) to recover, and thereafter provide CCEA and the THT with the opportunity to present before the CCSD Board of Trustees in order to continue the increased contributions.
7. Nevertheless, on February 6, 2017, at the negotiation meeting CCEA requested to *only* negotiate the THT pursuant to Article 28-4 of the 2015-2017 CBA, Goldman utilized tactics to foster unproductive labor relations by trying to negotiate the Successor, despite not having even selected arbitration dates and an arbitrator pursuant to NRS 288.217 for the Successor.
8. On February 6, 2017, CCSD proposed that there would be no step and/or column advancement for any licensed employees for the 2017-2018 school year.
9. At no point on February 6, 2017 did Goldman state there were any financial concerns, uncertainty due to the Reorganization of CCSD, or state funding.
10. On February 10, 2017 CCEA made a “Request for Information” to CCSD for the Successor.

11. On February 24, 2017, CCSD provided a list of dates available for the negotiation of the Successor.
12. CCSD presented the dates knowing the dates the Board would be meeting and knowing that they would need to take our proposals and issues to the Board for approval as the decisional body.
13. On March 1, 2017, CCEA agreed to CCSD's dates with the first being March 21, 2017 and requested that negotiations be held at a neutral location.
14. On March 1, 2017, CCEA and CCSD jointly selected Arbitrator Mario Bognanno to be the arbitrator for Case Number 160923-02846-6, pursuant to NRS 288.217.
15. The parties requested dates, and jointly agreed to May 30th, 31st, and June 1st pursuant to NRS. 288.217(2).
16. On March 21, 2017 CCEA and CCSD held their first bargaining session for the Successor.
17. On March 21, 2017, CCEA made a proposal regarding Article 28-1-4 and Article 28-1-2, wherein CCEA Proposed the following:

Article 28-1-4 Teachers Health Trust

Continuation of the District contributions toward employee health insurance as outlined in Article 28-4

“The total payments by the District to the Trust under 28-3 and 28-4 shall be adjusted to a weighted average per employee for all participant employees of \$583.87 effective January 1, 2017. Any dollar adjustment due to the Trust shall be paid by the District at the same time as the next regular monthly payment to

the Trust. Any dollar adjustment due to the District shall be deducted from the next regular monthly payment to the Trust.”

“Effective January 1, 2017, an additional \$4.60 per employee, per month, shall be added to the weighted health insurance contribution per enrolled participant of \$583.87, specifically to be used by the Teachers Health Trust to reduce the per paycheck contribution by approximately one hundred dollars (\$100.00) per month for those employees who, as of December 2015, were enrolled in the Platinum plan as “employee plus two (2) dependents.”

Article 28-1-2 Teachers Health Trust

CCEA is proposing prompt action due to the immediate need of this request. Per Article 28-1-2 CCEA is requesting that this matter be taken directly to the CCSD Board of Trustees for consideration and action.

18. Goldman stated that he had taken it to CCSD Board of Trustees (“Board”) and they did not approve opening anything in the current 2015-2017 CBA, but that CCEA could make a proposal for the Successor.
19. CCEA requested that the THT proposals be presented to the Board as not a reopener request.
20. On March 21, 2017, CCEA stated that to date CCEA had not received any responses to the Request for Information, and that in order to carry out its collective bargaining responsibilities it was critical we receive the information.
21. Nonetheless, CCEA did also propose the following subjects to be the scope of negotiations that CCEA was submitting, many of which are economic and would require financial information requested:

- a. Professional Compensation
- b. Medical, Dental Vision, Life Insurance
- c. Public Employees Retirement System
- d. Professional Development
- e. Site-Based Collaboration Time (“SBCT”)
- f. School Climate
- g. School Organization Teams (“SOT”)
- h. Other Licensed Professionals (“OLP”)
- i. Special Education
- j. Extra Duty Pay
- k. Preparation Time
- l. Zoom Schools

22. Goldman stated on March 21, 2017 that CCSD had nothing in response to present to CCEA.

23. The March 21, 2017 negotiation session lasted no more than fifteen (15) minutes.

24. On March 27, 2017, CCSD provided responses to questions 20, 24, 26, and 28 of the Request for Information, and stated that they would have the remaining within the week.

25. On March 27, 2017, CCSD responded to CCEA’s proposal on Article 28 – Health Insurance, by stating that the Board would not agree to continue its one year contribution increase, despite the fact that it was the first one in over 8 years.

26. CCSD responded that the Board of Trustees also did not agree to the additional increase of \$4.60 for certain employees retroactive to January 1, 2017. CCSD,

however, neither raised any concerns regarding the THT nor requested any information related to the THT.

27. CCSD proposed that the contribution remain the same \$538.87 it had been for the last 10 years. CCSD, however, neither raised any concerns regarding the THT nor requested any information related to the THT.

28. CCSD further proposed that for the 2017-2018 school year that all monetary items be consolidated into one financial proposal to include any monetary proposals relating to health insurance.

29. On March 27, 2017, CCEA asked whether it would be okay if CCEA made a monetary proposal that consolidated any and all economic proposal, if it was inclusive of paying the balance for the 2016-2017 school year.

30. Goldman responded that CCSD was not interested in a re-opener for the 2015-2017 CBA or balance.

31. Although CCEA stated that it was not a re-opener, but concurrent, Goldman responded that CCSD was not interested in negotiating and further that Goldman he had nothing further for CCEA.

32. On March 27, 2017, CCEA Chief Negotiator and Executive Director, John Vellardita (“Vellardita”) stated the following for the record during negotiations:

“Nobody in this room was a party to the 2015-2017 CBA except me. I want to state what the meaning and intent is, and why this is not a re-opener, but rather a continuance. In the 2015-2017 CBA, at the time of negotiation, unless there was a saving, the THT could not sustain itself. The discussion that was had between CCEA and CCSD included what kind of changes were going to be made, and what kind of

contribution CCSD could make, given no premium increases had been made for almost 8 years up to that point. What came out of that discussion was that CCEA would make significant changes to save \$10 Million Dollars, and CCSD would increase contributions to \$588.27. The understanding was that in a year the Board wanted to see if the two changes could sustain the THT, because the Board made it very clear that they were not going to continue to contribute \$588.27 to possibly a different insurance provider. The context of that negotiation clearly spelled out that CCEA would make a presentation in the fall of 2016 to present the status and in the interim present a status report. We attempted to make a presentation in September, October, and November, and ultimately made a presentation in December. Prior to the presentation we officially gave notice requesting to bargain pursuant to Article 28-4. We wanted to continue the contribution and show why it should continue. Otherwise, we would come full circle to where we were at in 2015. We made the changes, and in some cases, the changes were painful. This was done in good faith. This is not a re-opener. We view this as a continuance of the 2015-2017 CBA. This is why we have this position today. I think to propose that any monetary proposal is for the 2017-2018 successor agreement, including health, is bad faith.”

33. Vellardita further requested on March 27, 2017 that CCSD Superintendent Pat Skorkowsky (“Skorkowsky”) and General Counsel Carlos McDade (“McDade”) be present in discussion.
34. Goldman responded that he had taken the request to the Board and that the McDade had reviewed the language, and does not agree with CCEA’s conclusion.

35. CCEA further clarified that CCSD's response showed March 27, 2017 session to be the third negotiation session when in fact it was the second, as the meeting he was implying that took place in February was for the THT, stating for the record that CCEA at that time had not even submitted a Request for Information for the Successor negotiations, nor had the parties selected arbitration dates and an arbitrator pursuant to NRS 288.
36. The negotiation session lasted no more than thirty (30) minutes.
37. On March 28, 2017 and April 3, 2017, CCSD provided only *partial responses* to information requested prior to the start of negotiations on February 10, 2017.
38. On April 3, 2017, CCEA and CCSD met for their third bargaining session.
39. CCEA started the session by asking whether CCSD had made the request to the Board, and whether they had a response.
40. Goldman responded that the Board was not interested in a re-opener though not technically a re-opener. He further stated that he did make the request to the Skorkowsky and McDade, but could not drag them here.
41. When asked whether they had any response to the request, Goldman stated that they had said "thank you."
42. Despite the lack of responses, CCEA went ahead and presented proposals for Article 40-1 Term of Agreement, being open to either a one or two year contract, *depending on finances given that we were still in the middle of the legislative session.*
43. When asked if they had anything for us or responses, Goldman stated they did not.
44. The session on April 3, 2017 lasted no more than ten (10) minutes.
45. On April 20, 2017, CCEA and CCSD met for their fourth bargaining session.

46. In addition to the previous proposals made, CCEA proposed the following:

Article 26 - Professional Compensation:

- a) *CCEA proposes to have a discussion related to the salary schedule. Trustee Young has proposed that starting salary be \$50,000.*
- b) *CCEA proposes that the Professional Salary Table shall be adjusted across the board in the amount of _____.*
- c) *CCEA proposes to have a discussion related to the salary needs of other licensed professionals.*
- d) *CCEA proposes a New Salary Table for OLPs: The Parties agree to develop a separate salary schedule for Social Workers, Occupational Therapists, Physical Therapists, Speech Pathologists, Audiologists, Psychologists, and Nurses. The parties further agree that there shall be a salary parity study in the 2017-2018 school year for the following licensed professionals: Social Workers, Occupational Therapists, Physical Therapists, Speech Pathologists, Audiologists, Psychologists, and Nurses. At the completion of the study no later than January 2018, the parties shall convene to negotiate a new salary schedule for those other licensed employees.*

Article 28 - Teacher Health Trust

- a) *Note: CCEA has made a previous proposal regarding premium contributions on the current 2015-2017 CBA to be increased by CCSD effective January 1, 2017.*
- b) ***New language** for Article 28-4: District contributes \$583.87 per employee per month for health insurance effective January 1, 2017. Effective*

January 1, 2018 and each January thereafter, the District contribution shall be adjusted based on the average annual increase that Southern Nevada Employers are contributing to employees' health benefits.

47. CCEA stated that the starting salary of \$50,000 was something that was raised by Board member, Linda Young.
48. Goldman had no responses or questions on the proposal for CCEA on April 20 2017.
49. The session on April 20, 2017 lasted no more than ten (10) minutes.
50. On April 24, 2017, the parties met for their fifth session of negotiations.
51. Vellardita started the session by asking whether CCSD had any responses to the proposals made on April 20, 2017 for Article 26 and Article 28.
52. Goldman responded that he did not have any responses as the Board was meeting on Thursday, and would not have anything until the Board Meeting. However, CCEA could present things.
53. Vellardita reviewed for CCSD the proposals made on April 20th as Article 26 and Article 28 had more fiscal impact and again emphasized the importance to be presented to the Board.
54. On April 24, 2017, CCEA proposed changes and new language for the following Article and Mandatory subjects of bargaining:
 - a. Sick Leave Cashing out language
 - b. Sick Leave Pool
 - c. SBCT
 - d. Professional Growth Salary System ("PGS") and Plan "(PGP")
 - e. Proposal to account for the school calendar changes

- f. Inclusion of a MOU around the PGS and PGP
- g. Increases to Longevity
- h. Preparation Period buy-out exclusions
- i. Extra Duty Pay Increases and changes to language
- j. School Organization Team (“SOT”) and Precincts
- k. Term of Agreement

55. Members of the CCEA Negotiation Team presented on each Article and/or subject matter.

56. Upon presenting our proposals, we asked if CCSD had anything on their end, to which CCSD responded that they did not. The meeting lasted no more than an hour despite presenting over a dozen different articles in the CBA.

57. On May 1, 2017, CCEA and CCSD met for the sixth session of bargaining. To date, CCEA had made numerous proposals around: Compensation, Health Insurance, Sick Leave, SBCT, Other Licensed Professional Salary Schedule and Parity Study, Extra Duty Pay, Longevity, Preparation Period, Empowerment schools and SOTs, and short of the March 27th proposal to consolidate all monetary items into one package, CCSD had not proposed anything substantive, or made any counters to our proposals.

58. On May 1, 2017, CCSD responded to our April 24, 2017 proposals with the statement *“the Board of School Trustees is taking CCEA’s proposals under consideration”* for each and every proposal except Health Insurance.

59. CCSD rejected on May 1, 2017 CCEA’s proposals on Health insurance presented on April 20, 2017. Again, CCSD still had not raised any concerns regarding the THT nor requested any information related to the THT.

60. CCSD rejected without so much as a discussion, stating only that the Board did not want to re-open Health Insurance for the Successor and that the proposal increasing contributions “*based on the average annual increase that Southern Nevada Employers are contributing to employees’ health benefits*” was too open-ended. Again, CCSD still had not raised any concerns regarding the THT nor requested any information related to the THT.
61. When asked about when CCSD would have a response to the remaining balance of CCEA’s proposals, Goldman stated that he would have something hopefully by the next session.
62. On May 1, 2017, CCSD proposed having a discussion around some subject matters, including: Sick Leave, Professional Compensation, Initial Placements, THT, Transfers, and Extra Duty Pay.
63. Goldman, however, stated that he had no language to propose at this time, nor anything to discuss with regards to what CCSD wanted to propose around the subject matters proposed for discussion.
64. The session on May 1, 2017 lasted no more than ten (10) minutes.
65. On May 4, 2017, CCEA and CCSD met for the seventh bargaining session.
66. To date, the District had not responded to most of CCEA’s proposals, and had otherwise rejected any proposals around Health Insurance for the Successor, stating the Board did not want to re-open this Article, despite it being a mandatory subject of bargaining.
67. On May 4, 2017, CCSD provided no responses to the balance of the outstanding proposals made by CCEA.

68. Rather, CCSD made a proposal on the Health Insurance to eliminate the THT altogether and force all CCEA bargaining unit employees into the United Health plan that the support staff employees were on. The proposal presents a non-mandatory subject of bargaining in that Section 28-2 provides that the District “*agrees to provide payroll deductions for additional contributions....*” This means that the teachers will have increased contributions deducted from their paychecks, and at this time, those deductions are not known. In doing so, the District is reserving the right to make unilateral decisions as to the amount of the deductions to be taken from employee paychecks for the health care premiums.
69. CCSD further proposed a premium contribution of \$538.87, which is \$37.78 dollars less than that of the support staff employees and \$154.75 less than that being paid to Administrators.
70. It is critical to note that though CCSD proposed to eliminate the THT and force CCEA bargaining unit employees into the District’s United health Plan, CCSD failed to provide any further relevant and necessary information regarding the plan design, and costs to the bargaining unit employees with regards to the United Health Plan. *Failure to provide such information made it impossible for CCEA to negotiate this proposal.*
71. The CCEA Negotiation Team rejected this proposal at the table on May 4, 2017.
72. On May 5, 2017, without any notice to CCEA and in an attempt to bypass the union, CCSD sent to all bargaining unit employees to their District email a copy of the Health Insurance proposal that CCEA had rejected the previous day during the negotiation session.

73. CCSD further included in that email a statement that included a few excerpts from emails where employees had issues of concerns over their health insurance during the transition time from changes that the Board required in 2015.

74. CCEA was informed of the direct communication to the bargaining unit from members who sent CCEA copies of what they had received.

75. CCEA responded to this mass email that was sent to our bargaining unit with the following response:

“Today CCSD sent out an email to licensed professional regarding health insurance with misleading information. Yesterday in contract negotiations, CCSD made a proposal to the CCEA Negotiations Team to eliminate the Teachers Health Trust and replace it with the Support Staff Union’s healthcare plan, United Health Care. This is a substandard plan that has fewer benefits and with less premium contributions to teachers than what it currently gives to support staff and administrators. CCSD is refusing to continue the premium increases that THT needs. Last year THT received the first increased contribution from CCSD in over 8 years. On January 1, 2017 this year, CCSD ended that contribution and has refused to continue that contribution. This is CCSD’s efforts to destroy the Trust and turn over control to a private carrier “in the interest of teachers.” THT moved to a new plan over the past year and a half because of the failure on the part of CCSD to adequately fund educators’ health care costs for over 8 years. It’s been a transitional year where there have been challenges and issues that many educators have experienced as we reestablish the THT on financial grounds. CCSD is using the issues that have emerged as a result of the transition

as an excuse to essentially take away control of the health plan and give it to a for-profit, private carrier. Specifically, they want the Support Staff's insurance plan, United Health. Even though CCSD is trying to call this the CCSD Health and Welfare Insurance Program it is United Health plan. The proposal will provide less premium contributions to teachers than what the Support Staff is currently provided for the SAME PLAN. The CCEA Negotiations Team has rejected CCSD's proposal to eliminate the Teachers Health Trust. We will keep you updated. This is an attempt on the part of CCSD to directly communicate with people to gain support to bring in the United Health plan for teachers."

76. On May 10, 2017, CCSD sent out a second direct communication to CCEA bargaining unit employees, again attempting to bypass the union, which was titled *"Update on the Clark County School District's Proposal to Provide an Alternate Health Care Plan for Teachers."*
77. The message sent was aimed at responding to CCEA's response and went on to advocate and persuade bargaining unit employees that the United Health Plan option that the support staff employees were on was a quality option and further went on to disparage the THT and CCEA stating that it *"used a for-profit corporation to manage its insurance, WellHealth Quality Care."*
78. On May 11, 2017, CCEA sent out and posted a response to the second communication to our bargaining unit employees wherein CCEA repudiated CCSD's conduct, calling it out as bad faith bargaining.
79. On May 15, 2017, CCEA and CCSD met for the eighth bargaining session.

80. To start the session, CCEA Negotiation Team (“Team”) shared their frustrations and dismay to McDade and others at the table for CCSD’s team, stating that no bargaining had actually occurred thus far, including no responses and collaboration.
81. The Team further called out Goldman as being central to the toxic labor relations they have experienced during the eight sessions of bargaining.
82. During the course of the statements made by the Team, McDade interrupted and presented a letter serving as notice that the District was declaring impasse for the 2017-2018 CBA.
83. The letter serving notice of the declared impasse simply stated that “*All of CCEA’s previously submitted proposals are rejected.*”
84. Only after declaring impasse did CCSD state that the reason for declaring impasse was due to the District not knowing how much money was coming from the State since the Legislative Session was still in progress, and the recently passed District Reorganization Bill required funding changes causing “*massive uncertainty as to what the District is able to commit to at this time.*”
85. Never once in any prior meeting had CCSD raised concerns or issues around money.
86. As of May 15, 2017, CCSD had not even provided the responses to all the information requested prior to the start of negotiations on February 10, 2017.
87. On May 15, 2017, CCEA came to the eighth bargaining session in good faith and presented the following remaining proposals, and also put dollar figures and more details to proposals previously made:
- a) *OLPs – CCEA proposed that CCSD provide three (3) days of paid leave for OLPs to attend a national certification board annual conference, as well as*

provide \$750 for each participant towards the cost of attending the conference.

b) New Language Article 21-5-7 – OLPs who are assigned to schools shall remain at their school sites for SBCT time.

c) Article 26 and 28 and other economic issues – CCEA proposes \$80.5 Million from CCSD for all economic issues for the 2017-2018 school year:

I. Step increases

II. 3% Cost of Living increase across the salary schedule

III. Health Insurance increase in contributions

IV. Longevity increase

V. Other costs associated with proposals made previously

88. CCSD had no responses to our proposals on May 15, 2017.

89. On May 17, 2017, CCSD emailed CCEA to confirm that there were no further negotiation dates calendared.

90. On May 17, 2017, CCEA responded by stating that CCEA would like to be able to negotiate with the District.

91. CCEA stated in their response that to date, there has been no real substantive negotiation, and as of May 15, 2017, CCEA was still awaiting responses to most of its proposals with no discussions had on most of them.

92. On May 18, 2017, CCEA sent a letter to McDade requesting that the scheduled arbitration dates be postponed till after the conclusion of the Legislative Session on June 5 given that CCSD had cited uncertainty due to not knowing the exact amount of state funding as the reason for declaring impasse.

93. On May 25, 2017 CCEA made a request for information in preparation for interest arbitration.
94. On June 1, 2017, CCSD emailed, again, *only* a partial response to the information requested on February 10, 2017. There was still information that had not been provided.
95. Having not received a response to the request for information made on May 25, 2017 to prepare for interest arbitration, as well as the still outstanding responses to the request made prior to the start of negotiations, CCEA requested to know when the responses would be provided on June 1, 2017.
96. CCSD responded on June 7, 2017 that they were still preparing the responses to the request for information made prior to the start of negotiations on February 10, 2017.
97. These actions as set out above are a repudiation of the CBA, and a failure to bargain in good faith.
98. CCSD engaged in bad faith bargaining throughout the eight scheduled sessions of bargaining by:
- a. Responding to almost none of CCEA's numerous proposals other than to say it would be considered;
 - b. Engaging in almost no discussions and offering almost no counter proposals to CCEA's numerous proposals;
 - c. Making almost no proposals except freezing both step and columns and eliminating the THT;
 - d. Failing to provide financial information at the time of making the proposal to freeze both steps and columns;

100. Even if CCSD was unable to make or respond to economic proposals due to the concerns raised after declaring impasse, CCSD made no efforts during the course of the eight sessions to bargain, discuss, or respond to CCEA's numerous non-economic proposals, including: SBCT, OLP Parity Study, Preparation Time buy outs, School Organization Teams, and Sick Leave Pool.

101. CCSD stated at nearly every bargaining session that responses would be provided soon, only to declare impasse and give a blanket rejection to all proposals submitted up to that point, despite not having even provided all the financial information first requested prior to the start of negotiations on February 10, 2017.

102. In addition to surface bargaining, CCSD engaged in direct dealing by communicating directly to bargaining unit employees after CCEA's Negotiation Team rejected the proposal to eliminate the THT without even engaging in any form of discussion or bargaining.

103. The content of the direct communication was intended to persuade bargaining unit employees to support CCSD's proposal and harm CCEA in fulfilling its duty to bargain a contract as the exclusive bargaining agent.

104. For the reason set out above, CCEA files this complaint against CCSD pursuant to NRS 288.270 and 288.280, because this is not simply a violation of the Collective Bargaining agreement and subsequent MOUs and Summary Agreement, but rather a willful act of disregard of the mission and vision behind that Professional Growth System which was intended to serve Clark County educators and students.

WHEREFORE, CCEA prays that the Local Government Employee Management Relation Board grant the following relief:

- a. Hear this case and make an expedited determination as required by NRS 288.280;
- b. Make a finding that Respondents have violated NRS 288.270 by committing the prohibited practice of failing to bargain in good faith with CCEA;
- c. Order Respondents to immediately cease and desist failing to bargain in good faith;
- d. Order Respondents to post a notice notifying all affected by failure to bargain in good faith that they will not violate NRS 288.270 by failing to bargain in good faith with CCEA, including the CCSD Board members, members of the PGS Advisory Committee, and all CCEA bargaining unit employees;
- e. Order Respondents to immediately continue bargaining the Successor in good faith;
- f. Award CCEA its reasonable attorney's fees and expenses incurred in bringing this proceeding;
- g. Make any and all other orders deemed appropriate by the Local Government Employee Management Relation Board.

Respectfully submitted,

DATED this 15 day of June, 2017



Michelle Kim, Esq.
Director of Strategic Initiatives
Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121

CERTIFICATE OF SERVICE

This is to certify that on the 15 day of June, 2017, the undersigned, the Director of Strategic Initiatives at the Clark County Education Association (CCEA), placed a true and correct copy of the foregoing **COMPLAINT** in the United States Mail, postage prepaid, certified-return receipt requested, addressed as:

Pat Skorkowsky
Superintendent, CCSD
5100 W. Sahara Avenue
Las Vegas, NV 89146

By: 

Michelle Kim, Esq.
Director of Strategic Initiatives
CCEA