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### Clark County Association of School Administrators and Professional-Technical Employees v. Clark County School District; Education Support Employees Association; and Clark County Education Association

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*Clark County Association of School Administrators and Professional-Technical Employees v. Clark County School District; Education Support Employees Association; and Clark County Education Association*, 139 Nev. Adv. Op. 12 (May 11, 2023)<sup>1</sup>

The power transferred from superintendent to local schools pursuant to NRS 388G.610 is subject to collective bargaining agreements.

### **Summary**

NRS 388G.610 transfers authority from a superintendent to a local school in hiring decisions. Because the authority of a school district is subject to collective bargaining agreements, the transferred authority now held by the local school is also subject to collective bargaining agreements.

### **Background**

NRS 388G.610 directed large school districts to transfer some of their authority to individual schools, also known as school precincts. Part of this directive included granting the local school principal the power to “select staff” from a list provided by the superintendent.”<sup>2</sup> This list was created by the district in compliance with collective bargaining agreements the district had entered into. Clark County Association of School Administrators and Professional-Technical Employees (CCASAPE) believed the system violated NRS 388G.610(2) and NRS 388G.700(2). CCASAPE argued the collective bargaining agreements entered into by the district removed the statutorily given power to principals to choose their staff. CCASAPE filed with the District Court a petition for a writ of prohibition or mandamus to declare the lottery system illegal and stop the practice.

### **Discussion**

***Although its petition failed on the merits, CCASAPE did not procedurally err by pursuing extraordinary writ relief***

CCSD argued that instead of a writ of mandamus or prohibition, CCASAPE was instead required to pursue declaratory and injunctive relief. The Court acknowledged that a writ of mandamus or prohibition can only be granted when there is a lack of a “plain, speedy and adequate remedy in the ordinary course of law.”<sup>3</sup> CCSD believed the declaratory and injunctive relief could provide the relief sought and that CCASAPE was required to pursue that avenue. However, CCASAPE was requesting immediate compliance with the law which would have required both a declaratory judgement and a mandatory injunction. CCASAPE the writ of mandamus to “compel ... compliance with NRS 388G.610” which is an available remedy under mandamus.<sup>4</sup>

***The district court did not err in interpreting NRS388G.610***

CCASPE argued that the transfer of power was only from the school board to the local school, leaving the school district out of the decision of hiring teachers. CCASPE argued that the power being granted under NRS 388G.610 overrides the mandate of NRS 288.150(u)(2) that hiring decisions of teachers are subjected to collective bargaining. CCSD points to NRS 388G.610(3) as rationale for their remaining responsible for hiring decisions and that any

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<sup>1</sup> By Emily Kunz.

<sup>2</sup> NEV. REV. STAT. § 388G.700(2).

<sup>3</sup> NEV. REV. STAT. §§ 34.170, 330.

transfer of power to local schools is still subject to collective bargaining. CCSD reads NRS 388G.700(2) as being compatible with NRS 388G.610(3) when the local schools are directed to pick teachers from the list provided by the school district. NRS 388G.610(3) requires that a school district retain any responsibility for any duties not assigned to local schools. One of these duties includes collective bargaining, which is explicit in NRS 288.150(2)(u). NRS 388G.610(2) uses the term “transfer” indicating the legislature’s intent to transfer the authority a school district has, which is hiring teachers subject to any collective bargaining agreement, to the local school.<sup>5</sup> Because the district’s power is limited by a collective bargaining agreement, the power they transfer to the local school is “likewise limited.”<sup>6</sup>

### **Conclusion**

The Court affirmed the District Court’s denial of a petition of a writ of prohibition or a writ of mandamus. The Court interpreted NRS 388G.610 as granting local schools the authority previously held by school districts to choose the staff to hire at their schools, but that power is subject to collective bargaining agreements made by the district.

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<sup>5</sup> NEV. REV. STAT. § 388G.610 (2).