

September 18, 2017

John Vellardita, Executive Director
c/o Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121

Dear John,

As you know, on May 3, 2017, you sent me a letter stating that “[p]ursuant to the terms of the *Service Agreement* between the Nevada State Education Association and the Clark County Education Association, I write to give you notice to terminate this Agreement. . . .” On July 17, 2017, you sent me another letter reiterating that your May 3, 2017 letter was notice that CCEA was “terminating the *Service Agreement* between CCEA and NSEA.” Significantly, in neither of these letters or in any other correspondence that CCEA has sent did CCEA provide notice that, in addition to CCEA’s notice to terminate the Service Agreement with NSEA, CCEA was also providing notice prior to September 1 that it was terminating the 1979 Agreement concerning dues collection and transmission.

It was for that reason that when we met for negotiations earlier today our counsel informed you that NSEA was present to do precisely what CCEA had requested – to negotiate with CCEA over the terms of a successor to the Service Agreement, the sole agreement for which CCEA had provided notice to terminate. In response, you stated that CCEA was unwilling to negotiate with NSEA over the terms of such an agreement. Instead, you conditioned the negotiation of a successor to the Service Agreement on negotiating a new dues agreement, claiming falsely that CCEA had provided notice not only to terminate the Service Agreement but also the 1979 dues agreement and that both agreements were now expired.

Our counsel responded by explaining that CCEA had not provided notice to terminate the 1979 Agreement and therefore that the 1979 Agreement remained in effect. Had you not repeatedly interrupted him, he would have also reiterated, as I explained in my September 12 letter, that, even had CCEA provided timely notice to terminate the 1979 Agreement, that Agreement – and CCEA’s obligation to collect and transmit NSEA and NEA dues – would have remained in effect unless and until CCEA and NSEA separately reach agreement on a successor dues transmittal contract as required by the NEA, NSEA, and CCEA bylaws. Significantly, our counsel also stated that, while the 1979 agreement remains in effect and while NSEA is not willing to negotiate over the fact that CCEA has the obligation to serve as the collection agent for NSEA and NEA dues, “NSEA is open to negotiating minor modifications from CCEA’s existing obligations . . . concerning the manner in which CCEA collects and transmits dues belonging to NSEA and NEA.” Rather than engage in any substantive conversations with NSEA and its bargaining team, CCEA abruptly left the meeting room, ending the meeting after only 8 minutes.

Regrettably, CCEA was unwilling to offer a single proposal regarding the terms of a successor to the Service Agreement, making clear that its aim is to litigate rather than to engage in good-faith bargaining.

Should CCEA reconsider this approach and be willing to engage in good-faith discussions regarding the terms of a successor to the parties' Service Agreement, NSEA is prepared to reconvene its bargaining team to negotiate with CCEA.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Lee", with a stylized flourish at the end.

Brian Lee
Executive Director