

FILED
June 1, 2026
State of Nevada
E.M.R.B.

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3 **STATE OF NEVADA**
4 **GOVERNMENT EMPLOYEE-MANAGEMENT**
5 **RELATIONS BOARD**

6 LANDER COUNTY CLASSROOM
7 TEACHERS ASSOCIATION,

Case No. 2025-014

8 Appellant,

NOTICE OF ENTRY OF ORDER

9 v.

ITEM NO. 912

10 LANDER COUNTY SCHOOL DISTRICT,

PANEL D

11 Respondent.

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14 TO: Appellant Lander County Classroom Teachers Association (LCCTA) and its attorneys, Francis
15 C. Flaherty, Esq., and Messing Adam Jasmine & Shore; and

16 TO: Respondent Lander County School District (LCSD) and its attorneys, S. Jordan Walsh, Esq, and
17 Littler Mendelson, P.C.

18 PLEASE TAKE NOTICE that the **ORDER** was entered in the above-entitled matter on June 1,
19 2026.

20 A copy of said order is attached hereto.

21 DATED this 1st day of June 2026.

22 GOVERNMENT EMPLOYEE-
23 MANAGEMENT RELATIONS BOARD

24 By: Kelley Valadez
25 KELLY VALADEZ
26 Executive Assistant
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CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Government Employee-Management Relations Board, and that on the 1st day of June 2026, I served a copy of the foregoing **NOTICE OF ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

Francis C. Flaherty, Esq.
Messing Adam Jasmine & Shore
1817 N. Stewart Street
Suite 35
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S. Jordan Walsh
Littler Mendelson P.C.
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KELLY VALADEZ
Executive Assistant

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

LANDER COUNTY CLASSROOM
TEACHERS ASSOCIATION,

Appellant,

v.

LANDER COUNTY SCHOOL DISTRICT,

Respondent.

Case No. 2025-014

ORDER

ITEM NO. 912

PANEL D

Michael A. Urban

Michael J. Smith

Jerry Keating

On March 30, 2026, and May 19, 2026, this matter came before the State of Nevada, Government Employee-Management Relations Board (the “Board”) for consideration and decision pursuant to the provisions of the Employee-Management Relations Act, NRS Chapter 233B, and NAC Chapter 288. Present at the time of hearing were Francis Flaherty, Esq., of Messing Adam Jasmine & Shore, for Appellant Lander County Classroom Teachers Association (“LCCTA”); and S. Jordan Walsh, Esq., of Littler Mendelson, PC, for Respondent Lander County School District (“LCSD”).

The Board reviewed and considered the following filed documents prior to the start of hearing:

- (1) [Appellant LCCTA’s] Appeal of Unit Determination, filed July 21, 2025;
- (2) [Respondent LCSD’s] Answer to Appellant’s Appeal of Unit Determination, filed August 18, 2025;
- (3) [Appellant LCCTA’s] Prehearing Statement, filed November 12, 2025;
- (4) [Respondent LCSD’s] Prehearing Statement, filed November 13, 2025;
- (5) [Appellant LCCTA’s] Prehearing Statement Supplement, filed February 29, 2026;
- (6) [Appellant LCCTA’s] Prehearing Statement Second Supplement, filed March 4, 2026;

- 1 (7) [Respondent LCSD's] Motion in Limine, filed March 13, 2026;
- 2 (8) [Appellant LCCTA's] Opposition to Respondent's Motion in Limine, filed March 24,
- 3 2026;
- 4 (9) [Respondent LCSD's] Reply in Support of [LCSD's] Motion in Limine, filed March 27,
- 5 2026;
- 6 (10) [Appellant LCCTA's] Closing Argument, filed May 13, 2026; and
- 7 (11) [Respondent LCSD's] Closing Brief, filed May 13, 2026

8 At the time of hearing on March 30, 2026, upon stipulation of the parties, the Board marked and
9 admitted into evidence Joint Exhibits 1 through 25. At the start of the hearing, the Board noted
10 LCCTA's objections to LCSD's Exhibits 1 through 10 and ordered it would rule on admissibility of
11 each of these exhibits as presented throughout the hearing.

12 Additionally, as a preliminary matter, on March 30, 2026, the Board GRANTED Respondent
13 LCSD's Motion in Limine. However, the Board decided to permit testimony regarding the mediation
14 outcome and consider admissibility of such testimony at the time presented.

15 Having reviewed and considered the filings listed above and witness testimony, the Board finds
16 and concludes as follows:

17 I.

18 FINDINGS OF FACT

- 19 1. The parties are subject to a collective bargaining agreement. Jt. Ex. 1.
- 20 2. Negotiations for this collective bargaining started on March 12, 2024, and concluded in
21 October 2024.
- 22 3. LCCTA is the recognized bargaining unit for all "licensed educators" (i.e., teachers),
23 defined as "all Nevada licensed staff members including counselors and school nurses, eligible for
24 membership in the Lander County Classroom Teachers' Association excluding the administrative
25 staff." Milena Parker testified LCCTA is the recognized bargaining unit for all teachers. Condensed
26 Transcript of March 30, 2026, proceedings, p. 30, ll. 7-10; pp. 42-44; Jt. Ex. 1, p. 4.
- 27 4. LCSD has employed long-term substitute teachers to fill vacant teaching positions.
- 28 5. While long-term substitute teachers have regularly worked alongside teachers and enjoy

1 many of the benefits offered to teachers, long-term substitutes have never been included in the
2 LCCTA’s bargaining unit. *See* Condensed Transcript of March 30, 2026, proceedings, pp. 72, 188-189,
3 192-193. Neither long-term substitutes nor interim educators are expressly classified in the collective
4 bargaining agreement. Jt. Ex. 1.

5 6. Long-term substitutes’ classification is not included in the relevant collective bargaining
6 agreement. No documentary evidence was produced demonstrating that the classification of long-term
7 substitutes (i.e., interim educators) was included in the collective bargaining agreement. *See* Condensed
8 Transcript of March 30, 2026, proceedings, pp. 60-64. Further, the Board finds that no document was
9 produced demonstrating the inclusion of long-term substitutes or interim educators was ever part of
10 negotiations for the relevant collective bargaining agreement. Additionally, the Board finds that no
11 document was ever produced demonstrating LCSD or the Board of Trustee’s recognition of “interim
12 educators” as a classification. Although testimony to the contrary was heard by the Board, the Board
13 does not find such testimony credible or persuasive. *Id.*; *see also* Condensed Transcript of March 30,
14 2026, proceedings, pp. 82, 84-85.

15 7. Long-term substitutes’ salaries and benefits are not negotiated as part of the collective
16 bargaining agreement. Such benefits differ from those of teachers. Condensed Transcript of March 30,
17 2026, proceedings, p. 56, l. 10-p. 58, l. 14; p. 72; p. 122.

18 8. Although both long-term substitutes and teachers teach children and have many of the
19 same job duties, the Board finds long-term substitutes and teachers are distinct and do not share a
20 sufficient community of interests. First, the placement of a long-term substitute is temporary and
21 generally contingent upon the unavailability of a teacher; therefore, the interests of long-term
22 substitutes include contingent placement, whereas teachers do not share the same concern, as a
23 teacher’s placement is generally neither as temporary as that of long-term substitutes and is also not
24 contingent upon any unavailability. Condensed Transcript of March 30, 2026, proceedings, pp. 82, 180,
25 200, 206, 221. Second, teachers are subject to mandatory regular performance evaluations, whereas
26 long-term substitutes are not. Condensed Transcript of March 30, 2026, proceedings, pp. 91, 97, 122,
27 145-146, 222-223. Third, long-term substitutes are not subject to probationary periods, whereas
28 teachers are. *Id.* at 203, 220. Fourth, teachers may receive tenure benefits whereas long-term substitutes

1 cannot. *Id.* at 204-205. Fifth, teachers may be required to hold additional licensure/certifications and
2 educational requirements that long-term substitutes are not required to have for placement. *Id.* at pp. 97,
3 136-138, 199, 201-203, 208-209. Lastly, the benefits for long-term substitutes and teachers differ, and
4 those for teachers are collectively bargained for, whereas those for long-term substitutes are not. *Id.* at
5 pp. 184-185

6 9. LCSD has excluded long-term substitute teachers from the LCCTA's bargaining unit
7 years before the current LCSD administration.

8 10. In August 2024, LCSD hired a long-term substitute for an elementary school classroom
9 to substitute for a teacher on leave. Shortly after the long-term substitute was hired, the teacher returned
10 to the classroom from leave. Accordingly, LCSD transferred the long-term substitute to a middle school
11 classroom. When transferring the long-term substitute, LCSD did not follow the transfer requirements
12 established for teachers in the collective bargaining agreement.

13 11. On September 12, 2024, LCCTA grieved LCSD's transfer of the long-term substitute to
14 a middle school classroom, alleging this was a violation of the collective bargaining agreement because
15 LCSD failed to follow the transfer requirements established for teachers in the collective bargaining
16 agreement.

17 12. On September 26, 2024, LCSD denied the grievance, explaining that long-term
18 substitutes are not "teachers" and therefore are not part of the LCCTA bargaining unit and are not
19 subject to the terms of the collective bargaining agreement.

20 13. On October 1, 2024, LCCTA responded to LCSD's denial by challenging the
21 determination that long-term substitutes are not in the LCCTA's bargaining unit.

22 14. On October 2, 2024, LCSD responded to LCCTA's challenge by expressly stating that
23 long-term substitutes are not included in the bargaining unit, have never been part of the bargaining
24 unit, and do not share a community of interests with teachers in the bargaining unit.

25 15. On January 10, 2025, the parties engaged in Federal Mediation and Conciliation
26 Services grievance mediation, upon LCCTA's request to mediate. Mediation was unsuccessful.

27 16. Beginning in February 2025, the parties began negotiations for a successor agreement to
28 the relevant collective bargaining agreement. During negotiations, LCCTA requested LCSD add long-

1 term substitutes to the successor agreement. However, LCSD rejected the request, again stating that
2 long-term substitutes are not part of LCCTA’s bargaining unit, as they lack a community of interests
3 with teachers; LCSD refused to negotiate the inclusion of long-term substitutes in the successor
4 agreement.

5 17. On July 21, 2025, LCCTA filed its Appeal of Unit Determination, seeking the Board’s
6 finding that long-term substitutes are part of the LCCTA bargaining unit.

7 18. On March 13, 2026, LCSD filed a Motion in Limine, seeking exclusion of LCCTA’s
8 proffered communications between the parties at the confidential Federal Mediation and Conciliation
9 Service (FMCS) mediation.

10 19. Any finding of fact more appropriately construed as a conclusion of law shall be so
11 deemed, and vice versa.

12 II.

13 CONCLUSIONS OF LAW

14 1. Pursuant to NRS 288.110(2) and NRS 288.280, the Board has exclusive jurisdiction over
15 violations of NRS Chapter 288.

16 2. Participation in FMCS grievance mediation are set forth in 29 CFR § 1425.2. When a
17 party agrees to participate in FMCS grievance mediation, it expressly agrees to abide by the guidelines
18 established by the FMCS. *See* 29 CFR § 1425.2(d)(9).

19 3. Recording FMCS grievance mediation proceedings is prohibited, and notes taken by the
20 mediator are confidential and not subject to disclosure. 29 CFR § 1425.2(d)(4). Such confidentiality
21 requirements are grounded in mediation’s core principles of promoting candor and the free exchange of
22 information to facilitate dispute resolution. *See, e.g., Civil Rights for Seniors v. AOC*, 129 Nev. 752,
23 758, 313 P.3d 216, 219 (2013); *Controlled Contamination Svcs, LLC v. Second Judicial Dist. Court*,
24 576 P.3d 354 (Nev. 2025) (recognizing mediation privilege, the confidentiality of mediation records,
25 and the Court’s inability to utilize such records to determine whether the parties participated in good
26 faith).

27 4. The communications from the parties’ FCMS grievance mediation are confidential and
28 shall be excluded from admissible evidence before the Board.

