

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,

Appellant,

CASE NO. 2025-014

vs.

LANDER COUNTY SCHOOL  
DISTRICT,

APPEAL OF UNIT DETERMINATION

Respondent.

COMES NOW the Lander County Classroom Teachers Association (hereinafter  
“LCCTA” or the “Association”), by and through its attorneys, Dyer Lawrence, LLP and Francis  
C. Flaherty, pursuant to NRS 288.170(5) and hereby files its appeal of a unit determination made  
by the Lander County School District (“LCSD” or the “District”)

JURISDICTION

I

Nevada’s Government Employee-Management Relations Board (“EMRB” or the  
“Board”) has jurisdiction in this matter pursuant to NRS 288.110(2) and NRS 288.170(5).

PARTIES

II

The District is a “local government employer,” as that term is defined by NRS 288.060.

III

The Association is an “employee organization,” as that term is defined by NRS 288.040.

FACTS

IV

The District has recognized the Association as the “bargaining agent,” as that term in  
defined in NRS 288.133, of the “bargaining unit,” as that term is defined in NRS 288.134,  
consisting of all LCSD employees licensed by the Nevada Department of Education (“NDOE”),

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1 excluding administrative employees of the District (the “Teacher Unit”). LCSD Classroom  
2 Teachers are in the Teacher Unit.

### 3 V

4 In NAC 391.0897, NDOE requires that to serve as a substitute teacher, an individual must  
5 possess a valid NDOE license with an endorsement as a substitute teacher.

### 6 VI

7 The District employs substitute teachers as needed to fill in for LCSD Classroom  
8 Teachers. The District utilizes substitute teachers on both a short- and a long-term basis as the  
9 need arises. The District uses substitute teachers to provide instruction in the classroom when  
10 regularly assigned teachers are absent and for teaching positions for which there is no contract  
11 teacher, *i.e.*, “LCSD Classroom Teacher.”

### 12 VII

13 The District employs substitute teachers on a long-term basis to fill vacancies created by  
14 the prolonged absence of an LCSD Classroom Teacher and/or to fill vacancies where the District  
15 has not yet been able to hire a permanent LCSD Classroom Teacher for a position (“Long-Term  
16 Substitute Teachers”).

### 17 VIII

18 The District and the Association have engaged in discussions regarding inclusion of  
19 Long-Term Substitute Teachers in the Teacher Unit. The Association’s position is that Long-  
20 Term Substitute Teachers have the requisite community of interest with LCSD Classroom  
21 Teachers and other NDOE licensed LCSD employees in the Teacher Unit and should be placed  
22 in the Teacher Unit. The District’s position is to the contrary. The Association sought to  
23 negotiate inclusion of Long-Term Substitute Teachers in the Teacher Unit. On April 28, 2025,  
24 the District informed the Association:

25 Finally, the District has asserted a management right in connection with all  
26 language proposed by the Association addressing the inclusion of long term  
27 substitute teachers, and will not negotiate rights or benefits for long term  
28 substitute teachers in connection with this negotiation because they are not  
included in the Association’s bargaining unit.

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**IX**

Pursuant to NRS 288.150, the Association and the District have negotiated the “Master Contract” between the District and the Association, which governs the terms and conditions of NDOE-licensed LCSD employees in the Teacher Unit.

**X**

The Master Contract contains provisions governing numerous mandatory subjects of bargaining set forth in NRS 288.150, including but not limited to: salary and other forms of direct monetary compensation; sick leave; insurance benefits; total hours of work required of an employee on each workday or workweek; total number of days’ work required of an employee in a work year; and, teacher preparation time.

**XI**

The District makes contributions to Nevada’s Public Employees’ Retirement System (“PERS”) on behalf of LCSD Classroom Teachers. The District also makes contributions to PERS on behalf of Long-Term Substitute Teachers.

**XII**

LCSD Classroom Teachers and the District execute individual employment contracts. Long-Term Substitute Teachers and the District also execute individual employment contracts. The individual employment contracts of LCSD Classroom Teachers and Long-Term Substitute Teachers are substantively identical.

**XIII**

The annual salary of LCSD Classroom Teachers is determined utilizing the “Certified Salary Schedule.” The annual salary of Long-Term Substitute Teachers is determined utilizing the Certified Salary Schedule. The Certified Salary Schedule is appended to the Master Contract as Schedule A.

**XIV**

LCSD Classroom Teachers are credited with 112.5 hours of sick leave per year. LCSD Classroom Teachers may utilize sick leave in the manner set forth in Article 15.1.1 of the Master Contract. Long-Term Substitute Teachers are credited with 112.5 hours of sick leave per year.

1 Long-Term Substitute Teachers may utilize sick leave in the manner set forth in Article 15.1.1 of  
2 the Master Contract.

3 **XV**

4 LCSD Classroom Teachers are scheduled to work 37.5 hours per work week. Long-Term  
5 Substitute Teachers are are scheduled to work 37.5 hours per work week. LCSD Classroom  
6 Teachers have a duty-free lunch of not less than 30 minutes without interruption. Long-Term  
7 Substitute Teachers have a duty-free lunch of not less than 30 minutes without interruption.

8 **XVI**

9 The total number of days an LCSD Classroom Teacher is required to work per work year  
10 is 151 days. The total number of days a Long-Term Substitute Teacher is required to work per  
11 work year is 151 days.

12 **XVII**

13 LCSD Classroom Teachers are scheduled for no more than 58 hours of instruction  
14 biweekly and are provided not less than 45 consecutive minutes during the work day for  
15 preparation and planning. Long-Term Substitute Teachers are scheduled for no more than 58  
16 hours of instruction biweekly and are provided with not less than 45 consecutive minutes during  
17 the work day for preparation and planning.

18 **XVIII**

19 LCSD Classroom Teachers are expected to be available to parents and students for  
20 consultation outside regular school hours at mutually convenient times. Long-Term Substitute  
21 Teachers are expected to be available to parents and students for consultation outside regular  
22 school hours at mutually convenient times.

23 **XIX**

24 LCSD Classroom Teachers are required to participate in open house night and  
25 Parent-Teacher conference nights. Long-Term Substitute Teachers are required to participate in  
26 open house night and Parent-Teacher conference nights.

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**XX**

LCSD Classroom Teachers are required to prepare lesson plans for substitute teachers in the event they are temporarily absent. Long-Term Substitute Teachers are required to prepare lesson plans for substitute teachers in the event they are temporarily absent.

**XXI**

The District contributes \$1,000 per month to its health insurance PPO Fund for every full-time LCSD Classroom Teacher enrolled in its health insurance PPO Plan and contributes up to a maximum \$1,200 per month to cover the monthly employee only cost when the cost of a full-time LCSD Classroom Teacher's monthly participation in the PPO Plan exceeds \$1,000. The District contributes \$1,000 per month to its health insurance PPO Fund for every full-time Long-Term Substitute Teacher enrolled in its health insurance PPO Plan and contributes up to a maximum \$1,200 per month to cover the monthly employee only cost when the cost of a full-time Long-Term Substitute Teacher's monthly participation in the PPO Plan exceeds \$1,000.

**XXII**

LCSD Classroom Teachers are supervised by LCSD school principals and/or assistant principals. Long-Term Substitute Teachers are supervised by LCSD school principals and/or assistant principals.

**XXIII**

LCSD Classroom Teachers and Long-Term Substitute Teachers work in the same LCSD schools and interact with each other on a daily basis.

**XXIV**

The District requires LCSD Classroom Teachers to create a positive learning environment to facilitate the personal, social, and intellectual development of students. In order to respond to the individual needs and abilities of students, an LCSD Classroom Teacher must work closely with other LCSD staff and the administration of the District. The District requires Long-Term Substitute Teachers to create a positive learning environment to facilitate the personal, social, and intellectual development of students in the absence of an LCSD Classroom Teacher. In order

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1 to respond to the individual needs and abilities of LCSD students, a Long-Term Substitute  
2 Teacher must work closely with other LCSD staff and the administration of the District.

### 3 XXV

4 The qualifications to be an LCSD Classroom Teacher are: a high school diploma or  
5 equivalent; a bachelors degree from an accredited college/university; a current Nevada teaching  
6 certificate, on file in the District office; and, a desire to continue career improvement. The  
7 qualifications to be a Long-Term Substitute Teacher are: a high school diploma or equivalent; a  
8 bachelors degree from an accredited college/university; a current Nevada teaching certificate, on  
9 file in the District office; and, a desire to continue career improvement.

### 10 XXVI

11 The essential functions of a Long-Term Substitute Teacher are: facilitating the personal,  
12 social, and intellectual development of students; maintaining a positive learning environment and  
13 responding to the individual needs of students; ensuring that all activities conform to District  
14 guidelines; communicating effectively with members of the District and community; working  
15 effectively with community organizations; reacting to change productively and handling other  
16 tasks as assigned; supporting the value of an education; and, supporting the philosophy and  
17 mission of the District. The essential functions of an LCSD Classroom Teacher include:  
18 facilitating the personal, social, and intellectual development of students; maintaining a positive  
19 learning environment and responding to the individual needs of students; ensuring that all  
20 activities conform to District guidelines; communicating effectively with members of the District  
21 and community; working effectively with community organizations; reacting to change  
22 productively and handling other tasks as assigned; supporting the value of an education; and,  
23 supporting the philosophy and mission of the District. Long-Term Substitute Teachers must be  
24 able to work in noisy and crowded environments. LCSD Classroom Teachers must be able to  
25 work in noisy and crowded environments.

### 26 XXVII

27 The general responsibilities of a Long-Term Substitute Teacher are: implementing  
28 effective lessons in the absence of the LCSD Classroom Teacher; motivating students through

1 effective communication and evaluative feedback; demonstrating awareness of the needs of  
2 students and providing for individual differences; setting high expectations for student  
3 achievement and behavior; establishing and maintaining a positive climate for learning through  
4 appropriate classroom management; seeing that District policies are observed during all  
5 activities; obtaining advance approval of the regular LCSD Classroom Teacher and Principal for  
6 all activities; adhering to all District health and safety policies, including all precautions of the  
7 LCSD Bloodborne Pathogens Exposure Control Plan; and, other duties as assigned by the  
8 Principal, or other LCSD Administrative Staff. The general responsibilities of an LCSD  
9 Classroom Teacher include: implementing effective lessons; motivating students through  
10 effective communication and evaluative feedback; demonstrating awareness of the needs of  
11 students and providing for individual differences; setting high expectations for student  
12 achievement and behavior; establishing and maintaining a positive climate for learning through  
13 appropriate classroom management; seeing that District policies are observed during all  
14 activities; obtaining advance approval of the Principal for all activities; adhering to all District  
15 health and safety policies, including all precautions of the LCSD Bloodborne Pathogens  
16 Exposure Control Plan; and, other duties as assigned by the Principal, or other LCSD  
17 Administrative Staff.

#### 18 APPEAL

#### 19 **XXVIII**

20 The preceding paragraphs are restated and incorporated herein.

#### 21 **XXIX**

22 The primary criterion for determining whether Long-Term Substitute Teachers are  
23 appropriately included within the Teacher Unit is the community of interest among Long-Term  
24 Substitute Teachers, LCSD Classroom Teachers and other NDOE-licensed LCSD employees in  
25 the Teacher Unit.

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1 XXX


2 The community of interest among Long-Term Substitute Teachers, LCSD Classroom  
3 Teachers and other NDOE-licensed LCSD employees in the Teacher Unit requires their inclusion  
4 in the Teacher Unit.

5 **REQUESTED RELIEF**

6 **WHEREFORE, the Association prays for an Order from this Board that Long-**  
7 **Term Substitute Teachers are in the Teacher Unit.**

8 **RESPECTFULLY SUBMITTED** this 21<sup>st</sup> day of July, 2025.

9 DYER LAWRENCE, LLP

10  
11 By:   
12 Francis C. Flaherty  
Nevada Bar No. 5303

13 Attorneys for Appellant, LCCTA  
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CERTIFICATE OF SERVICE

Pursuant to NAC 288.080(4) and NAC 288.200(2), I certify that I am an employee of Dyer Lawrence, LLP, and that on the 21<sup>st</sup> day of July, 2025, I sent via certified mail a true and correct copy of the within APPEAL OF UNIT DETERMINATION addressed to the following:

Sondra Torgerson  
President  
Board of School Trustees  
Lander County School District  
450 E. 6th Street  
P.O. Box 1300  
Battle Mountain NV 89820  
USPS Tracking No. 9589 0710 5270 2370 1806 86

Russ Klein  
Superintendent  
Lander County School District  
450 E. 6th Street  
P.O. Box 1300  
Battle Mountain NV 89820  
USPS Tracking No. 9589 0710 5270 2370 1806 93

  
Kelly Gilbert

Dyer Lawrence, LLP  
2805 Mountain Street  
Carson City, Nevada 89703  
(775) 885-1896

Lander County School District (Respondent)

Answer to Appellant's Appeal of Unit  
Determination

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10 Attorneys for Respondent  
11 LANDER COUNTY SCHOOL DISTRICT

12 BEFORE THE GOVERNMENT

13 EMPLOYEE-MANAGEMENT RELATIONS BOARD

14 LANDER COUNTY CLASSROOM  
15 TEACHERS ASSOCIATION,

16 Appellant,

17 v.

18 LANDER COUNTY SCHOOL DISTRICT,

19 Respondent.

20 **RESPONDENT'S ANSWER TO  
21 APPELLANT'S APPEAL OF UNIT  
22 DETERMINATION**

23 Case 2025-014

24 Respondent, the Lander County School District (the "District"), by and through its counsel  
25 of record, Littler Mendelson, P.C., answers Appellant's, Lander County Classroom Teachers  
26 Association's ("LCCTA"), Appeal of Unit Determination pursuant as follows:

27 **I.**

28 The District denies the allegations of Paragraph I.

**PARTIES**

**II.**

The District admits the allegations of Paragraph II.

**III.**

The District admits the allegations of Paragraph III.

**FACTS**

**IV.**

The District admits that it has recognized the Association as the “bargaining agent,” as the term is defined in NRS 288.133. The District denies all other allegations of Paragraph IV.

**V.**

The District admits the allegations of Paragraph V.

**VI.**

The District admits the allegations of Paragraph VI.

**VII.**

The District denies the allegations of Paragraph VII .

**VIII.**

The District denies the allegations of Paragraph VIII.

**IX.**

The District denies the allegations of Paragraph IX.

**X.**

The District admits the allegations of Paragraph X.

**XI.**

The District admits the allegations of Paragraph XI.

**XII.**

The District denies the allegations of Paragraph XII.

**XIII.**

The District denies the allegations of Paragraph XIII.

**XIV.**

The District admits the allegations of Paragraph XIV.

**XV.**

The District admits the allegations of Paragraph XV.

**XVI.**

The District admits the allegations of Paragraph XVI.



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**XVII.**

The District admits the allegations of Paragraph XVII.

**XVIII.**

The District admits the allegations of Paragraph XVIII.

**XIX.**

The District admits the allegations of Paragraph XIX.

**XX.**

The District admits the allegations of Paragraph XX.

**XXI.**

The District admits the allegations of Paragraph XXI.

**XXII.**

The District admits the allegations of Paragraph XXII.

**XXIII.**

The District admits the allegations of Paragraph XXIII.

**XXIV.**

The District admits the allegations of Paragraph XXIV.

**XXV.**

The District denies the allegations of Paragraph XXV.

**XXVI.**

The District denies the allegations of Paragraph XXVI.

**XXVII.**

The District denies the allegations of Paragraph XXVII.

**APPEAL**

**XXVIII.**

In response to Paragraph XXVIII of the Appeal, the District repeats and realleges its responses set forth fully herein.

**XXIX.**

Paragraph XXIX of the Appeal states legal conclusions to which no response is required.

1 To the extent that a response is required, the District denies all allegations and conclusions  
2 contained in Paragraph XXIX.

3 **XXX.**

4 Paragraph XXX of the Appeal states legal conclusions to which no response is required. To  
5 the extent that a response is required, the District denies all allegations and conclusions contained  
6 in Paragraph XXIX.

7 **REQUESTED RELIEF**

8 WHEREFORE, the District prays for relief as follows:

9 That the Nevada Government-Employee Management Relations Board issue an Order  
10 establishing that long-term substitute teachers do not have a community of interest with fully  
11 licensed "Teachers" as defined by the Master Contract, and on this basis deny the Association's  
12 Appeal..

13  
14 Dated: August 18, 2025

LITTLER MENDELSON, P.C.

15  
16 /s/ S. Jordan Walsh, Esq.

17 S. Jordan Walsh, Esq.

18 Attorneys for Respondent  
19 LANDER COUNTY SCHOOL DISTRICT  
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1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to  
3 the within action. My business address is 501 W. Broadway, Suite 900, San Diego, CA 92101-  
4 3577. On August 18, 2025, I served the within document(s):

5 **RESPONDENT'S ANSWER TO APPELLANT'S APPEAL OF UNIT DETERMINATION**

- 6
- 7 ☒ By **Email** - by e-mailing a copy of the document(s) listed above to the person(s) at the e-  
mail address(es) set forth below.
- 8 ☒ By **United States Mail** – a true copy of the document(s) listed above for collection and  
9 mailing following the firm's ordinary business practice in a sealed envelope with postage  
thereon fully prepaid for deposit in the United States mail at Las Vegas, Nevada addressed  
10 as set forth below.

11 Francis C. Flaherty  
12 Dyer Lawrence, LLP  
13 2805 Mountain Street  
14 Carson City, NV 89703  
fflaherty@dyerlawrence.com  
Attorney for Appellant

15 I am readily familiar with the firm's practice of collection and processing correspondence  
16 for mailing and for shipping via overnight delivery service. Under that practice it would be  
17 deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an  
18 overnight delivery service pick-up box or office on the same day with postage or fees thereon fully  
19 prepaid in the ordinary course of business.

20 I declare under penalty of perjury that the foregoing is true and correct. Executed on August  
21 18, 2025, at San Diego, CA.

22  
23 /s/ Erin J. Melwak

24 Erin J. Melwak  
25 Littler Mendelson  
26  
27  
28

Lander County School District (Respondent)

Motion to Dismiss  
Appeal of Unit Determination

FILED  
August 18, 2025  
State of Nevada  
E.M.R.B.  
3:05 p.m.

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Attorneys for Respondent  
LANDER COUNTY SCHOOL DISTRICT

BEFORE THE GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,

Appellant,

v.

LANDER COUNTY SCHOOL DISTRICT,

Appellee.

**MOTION TO DISMISS APPEAL OF  
UNIT DETERMINATION**

Case 2025-014

The Lander County School District (the "District") moves to dismiss to the Lander County Classroom Teachers Association's ("LCCTA") Appeal of Unit Determination pursuant to NAC 288.375(3) (the "Appeal") because the LCCTA has failed to timely prosecute its appeal of the District's determination regarding the bargaining unit at issue. This motion is made and based on the following memorandum of points and authorities.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

The Appeal should be dismissed because the Nevada Government Employee-Management Relations Board (the "Board") lacks subject matter jurisdiction over the subject of the Appeal. The Board lacks subject matter jurisdiction over the Appeal because it concerns a decision issued well

1 outside the six-month limitations period established by NRS 288.110(4). On this basis, the Board  
2 may properly dismiss this Appeal.

3 **II. STATEMENT OF FACT**

4 **a. The Bargaining Unit Has Always Been Limited to Licensed Teachers, Nurses,**  
5 **and Counselors.**

6 The District has recognized the LCCTA are subject to a collective bargaining agreement,  
7 with a term beginning July 1, 2023 and ending June 30, 2025 (the “Master Contract”). For as long  
8 as any anyone still working with the District can remember, the District has recognized the  
9 LCCTA as the bargaining agent, pursuant to NRS 288.133, for all Teachers, defined as “all Nevada  
10 licensed staff members including counselors and school nurses, eligible for membership in the  
11 Lander County Classroom Teachers’ Association excluding the administrative staff.” **See Exhibit**  
12 **1, Excerpt from Master Contract at Article 1.2; see also Exhibit 2, Declaration of Sondra**  
13 **Torgerson (“Torgerson Decl.”) at ¶¶7-8.**

14 Similarly, for as long as anyone at the District can remember, the District has employed  
15 long-term substitute teachers to fill vacant teaching positions at the District. **See Exhibit 2**  
16 **(Torgerson Decl.) at ¶9.** While long-term substitute teachers have regularly worked alongside  
17 traditional classroom teachers, and enjoy many of the benefits offered to the District’s traditional  
18 classroom teachers, long-term substitute teachers have never been included in the LCCTA’s  
19 bargaining unit, their classification is not included in the Master Contract, and the salary and  
20 benefits they received are not negotiated as part of the Master Contract. **See Exhibit 2 (Torgerson**  
21 **Decl.) at ¶¶10-14.**

22 The District’s original decision to exclude long-term substitute teachers from the LCCTA’s  
23 bargaining unit occurred long before the current administrative staff were employed. **See Exhibit**  
24 **2, (Torgerson Decl.) at ¶15.**

25 On April 9, 2024, the LCCTA’s then-President, Anita Artz, contacted District  
26 Superintendent, Russell Klein, requesting that the District agree to a Memorandum of  
27 Understanding (“MOU”) seeking the addition of classifications to the LCCTA’s bargaining unit.  
28 **See Exhibit 4, emailed MOU.** The following day, April 10, 2024, the LCCTA’s Nevada State

1 Education Association Representative, Allen Gumm, followed up on the LCCTA's request,  
2 contacting Mr. Klein to discuss their request to add additional classifications be added to the  
3 Master Contract. **See Exhibit 5, Mr. Klein's Response Email.**

4 On April 26, 2024, Mr. Klein emailed Mr. Gumm, to say that: "the contract limits its  
5 application to a bargaining unit comprised of licensed teachers, counselors, and school nurses.  
6 This is how this contract has been interpreted for years, if not decades." *Id.* Mr. Klein also pointed  
7 out that any challenges to the District's decision would be untimely pursuant to NRS 288 because  
8 the contract has been limited to that list of classifications for years. *See id.* at ¶5.

9 Mr. Gumm did not respond to Mr. Klein's email, and the LCCTA did not challenge Mr.  
10 Klein's determination about the classifications included in the bargaining unit. The LCCTA neither  
11 grieved the decision under the Master Contract based on a theory that the additional classifications  
12 were already included in the bargaining unit, nor did it appeal the decision to the Board pursuant to  
13 NRS 288.170(5).

14 **b. The LCCTA was Advised that Long-Term Substitute Teachers Are Not in the**  
15 **Bargaining Unit on September 26, 2024.**

16 In August 2024, the District moved a long-term substitute teacher from an elementary  
17 school classroom to a middle school classroom, after the traditional classroom teacher she was  
18 substituting for returned to work early from a medical leave. **Exhibit 6, Grievance.** While the  
19 District obtained the long-term substitute teacher's consent to fulfill her contract in the new role,  
20 the District did not follow the transfer rules applicable to traditional classroom teachers before  
21 moving the long-term substitute teacher to an open position in the middle school. *See id.*

22 On September 12, 2024, using the Master Contract's Grievance Procedure, the LCCTA  
23 grieved the District's decision to move the long-term substitute teacher on several grounds,  
24 including the District's failure to comply with the Master Contract's transfer rules (the  
25 "Grievance"). **Exhibit 6.**

26 On September 26, 2024, the District responded to the Grievance, denying the Grievance  
27 because long-term substitute teachers are not part of the LCCTA bargaining unit and not subject  
28 to the Master Contract, amongst other grounds. **See Exhibit 7 District Response at pg. 3.**

1 On October 1, 2024, the LCCTA responded to the District's denial by challenging its  
2 determination that long-term substitute teachers are not in the LCCTA's bargaining unit. **Exhibit**  
3 **7, LCCTA Response Email.** On October 2, 2024, the District responded to the LCCTA's  
4 statement challenging the District's position that long-term substitute teachers are not included in  
5 the bargaining unit. **Exhibit 8, District Response Oct. 7, 2024.** At that time, the District expressly  
6 stated that long-term substitute teachers are not included in the bargaining unit, have never been  
7 included in the bargaining unit, and do not share a community of interest with "teachers" in the  
8 bargaining unit. *See Exhibit 8 at pg. 1.* Thereafter, the LCCTA requested to mediate the  
9 grievance, and the parties engaged in mediation on January 10, 2025.

10 **c. The District Refused to Negotiate Regarding Long-Term Substitute Teachers This**  
11 **Spring.**

12 Starting in February 2025, the District and the LCCTA began negotiations for a successor  
13 agreement to the Master Contract, as its term ended on June 30, 2025. During negotiations, the  
14 LCCTA asked the District to add long-term substitute teachers to the Master Contract. *See Appeal*  
15 *at pg. 2, Article VIII.* The District reiterated that it had already determined that long-term  
16 substitute teachers were not part of the LCCTA's bargaining unit, as they lacked a community of  
17 interest with the licensed staff, and refused to negotiate their inclusion in the Master Contract. *See*  
18 *id.*

19 On July 21, 2025, the LCCTA submitted the Appeal, seeking to add long-term substitutes  
20 to the LCCTA bargaining unit, to the EMRB. The District received the appeal in the mail on or  
21 about July 30, 2025.

22 **III. THIS EMRB LACKS SUBJECT MATTER JURISDICTION OVER THIS APPEAL.**

23 Pursuant to NRS 288.110(4), "The Board may *not* consider any complaint or appeal filed  
24 more than 6 months after the occurrence which is the subject of the complaint or appeal." (emphasis  
25 added). The Board has long held that, pursuant to NRS 288.110(4), it lacks subject matter  
26 jurisdiction over appeals concerning challenged actions that occurred more than six months before  
27 the filing of the appeal. *See Clark Co. Classroom Teachers Ass'n, et al v. Clark Co. School Dist.,*  
28 *Item No. 210, Case No. A1-0454228 at pg. 2 (July 20, 1998).* When determining when NRS



288.110(4)'s tolling period begin to run, the Board looks to when the complaining party became aware of the complained of conduct. *See Clark Co. Public Employees Ass'n, SEIU Local 1107 v. Housing Authority of the City of Las Vegas*, Item No. 270, Case No. A1-045478 at pg. 6 (July 25, 1991). Where the Board lacks subject matter jurisdiction because an appeal or complaint is brought outside the six-month window, the Board may properly grant a motion to dismiss the appeal or complaint. *See Las Vegas Police Protective Ass'n Metro, Inc. v. Las Vegas Metropolitan Police Dept.*, Item No. 589, Case No. A1-045807 at pg. 2 (November 4, 2024).

In this case, the District's decision regarding the makeup of the LCCTA bargaining unit pursuant to NRS 288.170(1) is decades old. *See (Torgerson Decl.) at ¶¶5, 15*. As such, the decision was made decades before the LCCTA filed its appeal this July, and the Board lacks jurisdiction to review the decision pursuant to NRS 288.110(4); *see also See Clark Co. Classroom Teachers Ass'n, et al v. Clark Co. School Dist., Item No. 210, Case No. A1-0454228 at pg. 2 (July 20, 1998)*(where the Board dismissed a similar appeal based on a nineteen year old NRS 288.170 decision.)

Furthermore, even if the Board were to base NRS 288.110(4)'s tolling period on when the LCCTA specifically learned that the District found long-term substitute teachers were not included in its bargaining unit, that decision was made on April 26, 2024, when the District reiterated its decades old decision in response to the LCCTA's request to add additional classifications to the Master Contract. *See Exhibit 5*. At the latest, the tolling period would have started on September 26, 2024, in response to the District's response to the Grievance, where it specifically applied its decades old decision to the long-term substitute teacher classification. *See Exhibit 7*.

However, the LCCTA waiting until July 21, 2025, more than a year after the District's initial April 26, 2024 reiteration of the make-up of the bargaining unit, and almost ten months after the District's decision on the Grievance was issued, to file the immediate appeal. *See Appeal*. As such, the Appeal is untimely pursuant to NRS 288.110(4), as it was filed decades after the LCCTA knew or should have known that only "teachers" were included in the bargaining unit, and almost ten months after the District specifically told the LCCTA that long-term substitute teachers were not included in the bargaining unit.

Finally, the Appeal may also be dismissed pursuant to NAC 288.375(1) because the Appeal

1 as drafted fails to establish probable cause exists to support the LCCTA's appeal. Specifically, the  
2 Appeal does not state when the District issued the decision it now challenges. *See Appeal*. Instead,  
3 the Appeal alleges that on April 28, 2025, the District asserted a management right and refused to  
4 negotiate regarding the inclusion of long-term substitute teachers into the Master Contract. *See*  
5 **Appeal at pg. 2, ¶VIII**. However, the District's refusal to negotiate the make-up of the bargaining  
6 unit is not an appealable decision under NRS 288.170(5) because it is not a decision pursuant to  
7 NRS 288.170(1) concerning the makeup of a bargaining unit. As such, as drafted the Appeal fails  
8 to allege sufficient facts to support its asserted basis for appeal – a decision issued pursuant to NRS  
9 288.170, and on this basis, it should also be dismissed.

10 **IV. CONCLUSION**

11 Based on the forgoing, the District respectfully requests that the LCCTA's Appeal be  
12 dismissed because it is untimely and fails to assert a probable basis for appeal.

13 Dated: August 18, 2025

LITTLER MENDELSON, P.C.

15 /s/ S. Jordan Walsh, Esq.

16 S. Jordan Walsh, Esq.

17 Attorneys for Respondent

18 LANDER COUNTY SCHOOL DISTRICT  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to  
3 the within action. My business address is 501 W. Broadway, Suite 900, San Diego, CA 92101-  
4 3577. On August 18, 2025, I served the within document(s):

5 **MOTION TO DISMISS APPEAL OF UNIT DETERMINATION**

- 6
- 7 ☒ By **Email** - by e-mailing a copy of the document(s) listed above to the person(s) at the e-  
mail address(es) set forth below.
- 8 ☒ By **United States Mail** – a true copy of the document(s) listed above for collection and  
9 mailing following the firm's ordinary business practice in a sealed envelope with postage  
thereon fully prepaid for deposit in the United States mail at Las Vegas, Nevada addressed  
10 as set forth below.

11 Francis C. Flaherty  
12 Dyer Lawrence, LLP  
13 2805 Mountain Street  
14 Carson City, NV 89703  
fflaherty@dyerlawrence.com

15 Attorney for Appellant

16 I am readily familiar with the firm's practice of collection and processing correspondence  
17 for mailing and for shipping via overnight delivery service. Under that practice it would be  
18 deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an  
19 overnight delivery service pick-up box or office on the same day with postage or fees thereon fully  
20 prepaid in the ordinary course of business.

21 I declare under penalty of perjury that the foregoing is true and correct. Executed on August  
22 18, 2025, at San Diego, CA.

23 /s/ Erin J. Melwak

24 Erin J. Melwak  
25 Littler Mendelson  
26  
27  
28

# EXHIBIT 1

# EXHIBIT 1

Excerpt from Certified Master Contract  
2024-2025

# **MASTER CONTRACT**

**between the**

**LANDER COUNTY SCHOOL DISTRICT**

**and the**

**LANDER COUNTY CLASSROOM  
TEACHERS' ASSOCIATION**

**2024-2025**

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THIS AGREEMENT is made and entered into by and between the Lander County School District in the County of Lander and State of Nevada, and the Lander County Classroom Teachers' Association.

WHEREAS, the Lander County School Board in the County of Lander, State of Nevada, and the Lander County Classroom Teachers' Association, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the District and attracting and retaining the highest quality educators is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching staff, and

WHEREAS, the Lander County School Board is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representatives, the Superintendent of Schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join or not to join any organization for their professional or economical improvement.

NOW, THEREFORE, IT IS AGREED:

## **Article I - Definitions**

- 1.1 The term "Chapter 288" as used in this Agreement shall refer to Chapter 288 of the Statutes of Nevada, enacted by the 1969 session of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "Teacher" as used in this Agreement shall refer to all Nevada licensed staff members including counselors and school nurses, eligible for membership in the Lander County Classroom Teachers' Association excluding the administrative staff.
- 1.3 The term "Board" as used in the Agreement shall mean the Board of School Trustees of the Lander County School District and is the entity known as the Local Government Employer in Chapter 288.
- 1.4 The term "Board Member" as used in the Agreement shall mean a member of the Lander County Board of School Trustees, the entity known as the Local Government Employer in Chapter 288.

Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

# EXHIBIT 2

## EXHIBIT 2

Declaration of Sondra Torgerson in  
Support of Motion to Dismiss



1 S. Jordan Walsh, Esq.  
2 Nevada Bar No. 13481  
3 LITTLER MENDELSON, P.C.  
4 200 S. Virginia Street  
5 8<sup>th</sup> Floor  
6 Reno, Nevada 89501-1944  
7 Telephone: 775.348.4888  
8 Facsimile: 775.786.0127  
9 Email: [jjwalsh@littler.com](mailto:jjwalsh@littler.com)

10 Attorneys for Respondent  
11 LANDER COUNTY SCHOOL DISTRICT

12  
13 BEFORE THE GOVERNMENT  
14 EMPLOYEE-MANAGEMENT RELATIONS BOARD

15 LANDER COUNTY CLASSROOM  
16 TEACHERS ASSOCIATION,

17 Appellant,

18 v.

19 LANDER COUNTY SCHOOL DISTRICT,

20 Appellee.

Case No. N/A

**DECLARATION OF SONDR  
TORGERSON IN SUPPORT OF  
MOTION TO DISMISS**

21 I, Sondra Torgerson, declare as follows:

22 1. I am over 18 years old.

23 2. I have personal knowledge of the matters set forth in this Declaration, except as to  
24 those matters stated upon information and belief, and as to those matters, I believe them to be true.

25 If called as a witness, I can completely testify as to the matters presented within this Declaration.

26 3. I am the Board President of the Lander County School District's (the "District")  
27 Board of Trustees.  
28


- 1           4.     Before being elected to the District's Board of Trustees I was employed as a teacher  
2 and then an administrator at the District.
- 3           5.     I was employed by the Lander County School District for sixteen (16) years before  
4 my retirement at the conclusion of the 2020-2021 school year.
- 5           6.     I began teaching for the Lander County School District in August of 2006. In the  
6 fall of 2013, I became a full-time Dean of Students. In 2018, I was appointed the principal of Battle  
7 Mountain High School.
- 8           7.     I am currently serving as the Board President of the Lander County School  
9 District's Board of Trustees.
- 10          8.     During the entirety of my career with the District, and during my term on the Board  
11 of Trustees, the Lander County Classroom Teachers Association (the "LCCTA") has been the  
12 bargaining agent for the District's Teachers.
- 13          9.     For as long as I can remember, the LCCTA's contract with the District has defined  
14 Teachers as "all Nevada licensed staff members including counselors and school nurses, eligible  
15 for membership in the Lander County Classroom Teachers' Association excluding the  
16 administrative staff."
- 17          10.    For as long as I can remember, I have observed the District hiring long-term  
18 substitute teachers to fill vacant teaching positions within the District.
- 19          11.    For as long as I can remember, the LCCTA's bargaining unit has been limited to  
20 "teachers" as defined within the Master Contract.
- 21          12.    For as long as I can remember, long-term substitute teachers have worked alongside  
22 traditional classroom teachers at District schools.
- 23          13.    For as long as I can remember, long-term substitute teachers have never been  
24 included in the LCCTA's bargaining unit, and their classification has never been included in the  
25 Master Contract.
- 26          14.    Currently, and for as long as I can remember, long-term substitute teachers have  
27 enjoyed many of the benefits offered to the District's traditional classroom teachers.
- 28

15. Currently, and for as long as I can remember, the salary and benefits long-term substitute teachers receive from the District are dictated by the District Board of Trustees, and are not negotiated as part of the LCCTA's Master Contract.

16. The District's decision to limit the LCCTA bargaining unit to those classifications listed in the Master Contract – i.e. licensed teachers, counselors, and nurses - occurred well before I started working at the District.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

DATED this 18 th day of 8/18/2025, 8/18/2025

2025, 8/18/2025  
  
 SONDRA TORGERSON  
 President of the Board of Trustees  
 Lander County School District

# EXHIBIT 3

## EXHIBIT 3

### Memorandum of Understanding

Memorandum of Understanding  
April 9, 2024

Between Lander County, School District, and Lander County Classroom Teachers Association

This Memorandum of Understanding (MOU) is hereby established between Lander County, School District, hereinafter referred to as "the District," and the Lander County Classroom Teachers Association, hereinafter referred to as "the Association."

Whereas NRS 391 defines classified, confidential, certified, and administrative groups for school districts,

Whereas social workers and psychologists are certified employees as defined in NRS 391,

Whereas administrators hold a professional administrator's endorsement,

Whereas some social workers and psychologists in Lander County are being paid on a salary schedule different than that of the rest of the certified staff,

Whereas members of the certified staff are currently employed as social workers,

Whereas it is recognized that negotiations outside of the contract are a violation of NRS 288,

The district and the association are resolved that;

1. Social Workers and Psychologists Inclusion:

a. The parties agree that social workers and psychologists shall be included as part of the certified bargaining unit represented by the Lander County Classroom Teachers Association.

b. The terms and conditions of employment for social workers and psychologists within the bargaining unit shall be subject to negotiation between the District and the Association.

2. The current salary placements for social workers and psychologists during the school year 23-24 shall remain unchanged for the remainder of this school year.

3. Negotiation of a new salary schedule will commence for the 24-25 school year and beyond.

4. The Lander County Classroom Teachers Association agrees to withhold filing of an EMR complaint with regard to the actions of the district paying social workers and psychologists on a scale different from the certified schedule in the CBA. The intent is to resolve the situation through this MOU and subsequent negotiations.

5. The Lander County Classroom Teachers Association reserves the right to a potential filing with the EMR should negotiations fail, and the district acknowledges the timelines for filing an EMRB complaint are suspended until the successful completion of, or failure, in the negotiations process.

Implementation:

Date \_\_\_\_\_

# EXHIBIT 4

## EXHIBIT 4

Klein Response Email  
(April 26, 2024)

# REDACTED - PRIVILEGED

----- Forwarded message -----

From: **Russell Klein** <[rklein@landernv.net](mailto:rklein@landernv.net)>

Date: Fri, Apr 26, 2024 at 3:46 PM

Subject: Fwd: Document shared with you: "MOU 4-9-24.docx"

To: Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>

Cc: Anita Artz <[aartz@landernv.net](mailto:aartz@landernv.net)>, Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

Hi Allen,

On April 9, 2024, Ms. Artz forwarded me the Association's proposed MOU seeking to add additional classifications to the existing Master Agreement between the District and the LCCTA (the "contract"). I've attached a copy of this document for your convenience. You contacted me yesterday to request a response today regarding the MOU. While I appreciate that you are seeking to have social workers and school psychologists added immediately to the current contract, the District is not agreeable to opening the existing contract to add new classifications. Furthermore, the District will not agree to the MOU because it does not adequately address the unique circumstances relevant to the administration of these classifications. If these roles are to be added to the contract, additional work will need to be done to adequately address their unique roles, responsibilities, and salary schedules.

Pursuant to Article I, Sec. 1.2 the contract defines the term "Teacher" as used in the contract is defined as follows: "all Nevada licensed staff members including counselors and school nurses, eligible for membership in the Lander County Classroom Teachers' Association excluding the administrative staff." As such, the contract limits its application to a bargaining unit comprised of licensed teachers, counselors, and school nurses. This is how this contract has been interpreted for years, if not decades. The exclusion of school psychologists and social workers in the provision indicates that they were not intended to be included in the list of classifications subject to the contract. As such, these classifications have never been included in the contract, and have operated for years outside the contract using their own salary schedules and operational/administrative rules and procedures.



While the District would be happy to discuss the addition of these individual classifications to the contract during the next contract negotiation, it will not agree to open the current contract mid-term to negotiate the inclusion of these classifications.

Finally, while the LCCTA is welcome to submit a complaint to the EMRB, as you indicated in your proposed MOU. The District, however, takes this opportunity to point out that any such complaint would be extremely untimely. Pursuant to NRS 288.110(4), complaints must be brought before the EMRB within 6 months of the triggering occurrence. Here, as you note, social workers and school psychologists have never been included in the LCCTA's contract and have always been paid on a scale set by the District that is separate from the scale indicated in the contract. As such, any allegation that (a) the exclusion of social workers/school psychologists from the contract, or (b) that the establishment of a salary schedule for these positions had to be negotiated with the LCCTA will necessarily fail.

First, if the Association is arguing that the exclusion of social workers/school psychologists from the contract somehow violates the contract or NRS Chapter 288, the District notes that social workers were added to NRS Chapter 391 in 2019. Since 2019, the LCCTA and the District have entered into two multi-year successor master agreements (including the contract which has been in place since December 2023). At no point before April 9, 2024, has the LCCTA sought to add social workers or school psychologists to their contract or community of interest. As such, nearly five years have passed since social workers could have potentially been added to the contract, but the LCCTA has never sought their addition. Accordingly, any claim brought by the Association about the exclusion of these classifications is untimely. Second, such claims -- alleging some unlawful action by the District because it failed to unilaterally include new classifications into the LCCTA's contract -- would also fail because they ignore the fact that the Association is in essence arguing that the District committed an impermissible labor practice in violation of NRS Chapter 288 by failing to make a unilateral change to the contract. This claim would fail because making the unilateral change, not failing to make a unilateral change, is the impermissible act under Chapter 288.

Again, while the District is happy to discuss the inclusion of these classifications during the next contract negotiation. The District will not agree to reopen the existing contract mid-term to add these classifications. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Russell Klein

Superintendent

--

**Russell Klein**  
Superintendent  
Lander County School District

--

**Russell Klein**  
Superintendent  
Lander County School District

Memorandum of Understanding  
April 9, 2024

Between Lander County, School District, and Lander County Classroom Teachers Association

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Whereas social workers and psychologists are certified employees as defined in NRS 391,

Whereas administrators hold a professional administrator's endorsement,

Whereas some social workers and psychologists in Lander County are being paid on a salary schedule different than that of the rest of the certified staff,

Whereas members of the certified staff are currently employed as social workers,

Whereas it is recognized that negotiations outside of the contract are a violation of NRS 288,

The district and the association are resolved that;

1. Social Workers and Psychologists Inclusion:

- a. The parties agree that social workers and psychologists shall be included as part of the certified bargaining unit represented by the Lander County Classroom Teachers Association.
- b. The terms and conditions of employment for social workers and psychologists within the bargaining unit shall be subject to negotiation between the District and the Association.
2. The current salary placements for social workers and psychologists during the school year 23-24 shall remain unchanged for the remainder of this school year.
3. Negotiation of a new salary schedule will commence for the 24-25 school year and beyond.
4. The Lander County Classroom Teachers Association agrees to withhold filing of an EMR complaint with regard to the actions of the district paying social workers and psychologists on a scale different from the certified schedule in the CBA. The intent is to resolve the situation through this MOU and subsequent negotiations.
5. The Lander County Classroom Teachers Association reserves the right to a potential filing with the EMR should negotiations fail, and the district acknowledges the timelines for filing an EMRB complaint are suspended until the successful completion of, or failure, in the negotiations process.

Implementation:

Date \_\_\_\_\_

# EXHIBIT 5

# EXHIBIT 5

Grievance

---

# Grievance

**FILED BY  
LANDER COUNTY CLASSROOM TEACHERS' ASSOCIATION  
AGAINST LANDER COUNTY SCHOOL DISTRICT**

**COMPLAINT BY THE AGGRIEVED**

Aggrieved: any/all affected bargaining unit members  
650 Altenburg Avenue, Battle Mountain, NV 89820, (775) 635-2889

School: Elementary School  
Administrator: Principal – Interim Kevin Lords in the absence of Scott Shakespeare  
Date Grievance Occurred: September 12, 2024

**Statement of Grievance:**

On September 3, 2024, Natalee Payne was formally notified by Mr. Russell Klein that she is to be involuntarily transferred from Battle Mountain Elementary School to Eleanor Lemaire Junior High or her alternative was to return to being an instructional aide. The teachers of Lander county are aggrieved by this action.

Section 11.1 regarding vacancies within the district. According to the contract:

1. Posting of Vacancies: Clause 11.1.2 specifies that all vacancies must be posted on the District's website and emailed to teachers at least four working days before being advertised to the public. This procedure was not adhered to for the recent vacancy in fifth grade.
2. Priority for Current Employees: Clause 11.1.3 states that applications from current district employees should be accepted and given equal consideration. However, it appears this was not followed as Natalee is being involuntarily transferred to Eleanor Lemaire Junior High beginning Monday, September 16, 2024.
3. The teacher was hired to fill a vacancy in second grade due to class size ratios pursuant to NRS 388.700.

Additionally, this transfer is a breach of LCSD policy 005.8 which requires the Board of Trustees to approve assignment, transfer/reassignment procedures in accordance with the appropriate collective bargaining unit.

These breaches have significant implications for staff morale and trust in district procedures. We respectfully request a review of these actions to ensure compliance with our contractual agreement and to foster transparency and fairness in the hiring process.

Our representative is available to discuss this matter further and work towards a resolution. Thank you for your attention to this issue.

These actions constitute violation of LCCTA Negotiated Agreement Articles 1.16, 11.1.1, 11.1.2 & 11.1.3; LCSD Board Policies 5.8; NRS 391, 288 and 388. All rights are reserved to include without limitation any other articles, policies, rules, regulations, and statutes that are deemed relevant to this grievance. The Association reserves the right to amend this grievance.

Actions requested:

1. The LCSD immediately cease violating the Negotiated Agreement, cease and desist in the current transfer action regarding Natalee Payne.
2. LCSD follow the contract and policies regarding transfers and post the vacancy for volunteers and continue through the entire negotiated transfer process.
3. LCSD shall follow the CBA and Board policies in the creation of vacancies, hiring, board approval, and all aspects of the procedures associated with creating, posting, and filling vacancies.
4. Reinstate this teacher as a second grade teacher and reduce class size ratios to 16:1 pursuant to NRS 388.700.
5. The LCSD immediately cease violating Nevada Revised Statutes.
6. Any and all other remedy necessary to make the grievant whole.

Grievant: Lander County Classroom Teachers Date: 9/12/24

Representative: Katie R. Virginia Date: 9/12/24

# EXHIBIT 6

# EXHIBIT 6

Grievance Response Letter  
(September 26, 2024)



# REDACTED - PRIVILEGED

----- Forwarded message -----

From: **Russell Klein** <[rklein@landernv.net](mailto:rklein@landernv.net)>

Date: Thu, Sep 26, 2024 at 12:56 PM

Subject: Grievance

To: Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

Cc: Kevin Lords <[klords@landernv.net](mailto:klords@landernv.net)>, Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>, Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>, Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>, Scott Shakespeare <[sshakespeare@landernv.net](mailto:sshakespeare@landernv.net)>

Hi Katie,

Please see attached response to the grievance you filed. Please note, however, that the attachment can't be sent until Monday because of staff who are not in the office today.

--

**Russell Klein**  
Superintendent  
Lander County School District

--

**Russell Klein**  
Superintendent  
Lander County School District

## LANDER COUNTY SCHOOL DISTRICT

### BOARD OF TRUSTEES

Sondra Torgerson, President  
Tony Warwood, Clerk  
Linda McMahon  
Manuel Villanueva  
Cayla Millsap  
Mitch Domagala  
James Holland

450 E. Sixth Street  
P.O. Box 1300  
Battle Mountain, NV 89820  
Telephone: (775) 635-2886  
Fax: (775) 635-5347

Russell Klein  
*Superintendent*

### SCHOOLS

Battle Mountain Elementary School  
Eleanor Lemaire Jr. High School  
Battle Mountain High School  
Austin Combined Schools

September 26, 2024

The Lander County Classroom Teachers' Association  
C/O Katie R. Vezina  
650 Altenburg Ave.  
Battle Mountain, NV 89820  
kvezina@landernv.net

**Re: Response to September 12, 2024 Grievance - Control No. 20240912LCCTA**

Dear Ms. Vezina:

I am writing on behalf of the Lander County School District (the "District") in response to the Lander County Classroom Teachers' Association's (the "Association") September 12, 2024 Grievance (the "Grievance"). In the Grievance, the Association alleges that the District improperly transferred Natalee Payne from Battle Mountain Elementary School to Eleanor Lemarie Junior High in violation of the terms of the District's collective bargaining agreement with the Association, with a term concluding on June 20, 2025 (the "CBA") and NRS Chapter 388. Specifically, the Association alleges that Ms. Payne's transfer resulted in the following violations of NRS Chapter 388 and the CBA:

1. Posting of Vacancies: Clause 11.1.2 specifies that all vacancies must be posted on the District's website and emailed to teachers at least four working days before being advertised to the public. This procedure was not adhered to for the recent vacancy in fifth grade.
2. Priority for Current Employees: Clause 11.1.3 states that applications from current district employees should be accepted and given equal consideration. However, it appears this was not followed as Natalee is being involuntarily transferred to Eleanor Lemaire Junior High beginning Monday, September 16, 2024.
3. The teacher was hired to fill a vacancy in second grade due to class size ratios pursuant to NRS 388.700.

See Grievance at pg. 1. The Grievance also alleges that the transfer violated Lander County School District Policy 005.8. *See id.* Having reviewed the Grievance and the underlying facts of Ms. Payne's transfer, I am writing to inform you that the Grievance is denied. Based on the information before me, I find no violations of contract, policy, or law in connection with Ms. Payne's transfer. The basis for my decision is as follows:

LCSD is an Equal Employment Opportunity employer. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations.

# LANDER COUNTY SCHOOL DISTRICT

## BOARD OF TRUSTEES

Sondra Torgerson, President  
Tony Warwood, Clerk  
Linda McMahon  
Manuel Villanueva  
Cayla Millsap  
Mitch Domagala  
James Holland

450 E. Sixth Street  
P.O. Box 1300  
Battle Mountain, NV 89820  
Telephone: (775) 635-2886  
Fax: (775) 635-5347

Russell Klein  
*Superintendent*

## SCHOOLS

Battle Mountain Elementary School  
Eleanor Lemaire Jr. High School  
Battle Mountain High School  
Austin Combined Schools

### **I. BACKGROUND FACTS**

#### **A. Facts Related to the District's Posting of Open Positions for the 2024-2025 School Year.**

As is its tradition, in February 2024, the District noticed several teaching positions that would be open for the following school year (2024-2025 School Year) on its website, both open positions in the elementary school were noticed on February 26, 2024. At that time, teachers were also properly notified of the upcoming openings.

The postings included a number of open teaching positions across the District. As has been the District's practice for years, the posting related to open positions in the Elementary School did not specify which positions were open – i.e., which grade level or classrooms needed to be filled. Over the course of the Spring and Summer of 2024, applications for these positions were received by the District, and applicants were given proper consideration before the positions were ultimately filled.

Unfortunately, there were insufficient applications for the openings in the Middle School, and there were unfilled positions in the Middle School at start of the 2024-2025 School Year.

#### **B.**

#### **Facts**

#### **Related to Ms. Payne's Employment at the District.**

Ms. Natalee Payne was a Classroom Aid, and a member of the Classified bargaining unit prior to the current school year. She is currently in the process of obtaining her teaching certification in Nevada.

During the Spring/Summer of 2024, the District learned a 2nd Grade Classroom Teacher would likely be on leave for the first semester of the school year as a result of a medical condition. Additionally, the District learned that a Classroom Teacher in Early Childhood Development, would also be going out on a short-term leave during the second semester of the 2024-2025 School Year. As such, the District offered Ms. Payne a long-term substitute teaching position for the 2024-2025 School Year. Ms. Payne was hired with the understanding that she would fill the vacant 2nd Grade Classroom for the first half of the school year, and she would move to Early Childhood Development for the second semester of the school year. To date, Ms. Payne has not completed her long-term substitute contract for the 2024-2025 School Year.<sup>1</sup>

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<sup>1</sup> Please note, the long-term substitute contracts offered by the District do not specify what classrooms or grade levels a long-term substitute teacher will fill. See Exhibit A (Long-Term Substitute Contract Template), attached hereto and incorporated herein by this reference. Long-term LCSD is an Equal Employment Opportunity employer. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations.

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*Superintendent*

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Shortly before the start of the 2024-2025 School Year, the Teacher of the 2nd Grade Classroom Ms. Payne was scheduled to substitute for notified the District that she would be returning to work at the start of the school year – not in December 2024, as originally anticipated. This teacher has since returned to her classroom. Therefore, there was no need to fill the Teacher's classroom with a substitute for the first half of the 2024-2025 School Year.

Following receipt of this news, the District informed Ms. Payne that the 2nd Grade Classroom no longer needed a substitute teacher. At that time, the District still had teaching vacancies in the Middle School. Therefore, the District discussed approached Ms. Payne about the possibility of her acting as a long-term substitute in a Middle School Classroom instead of an Elementary School Classroom. At that time, the District also offered Ms. Payne the option of returning to her previous position as a classroom aid. Following this conversation, Ms. Payne agreed to substitute in a Middle School Classroom and transferred to the Middle School.

## **II. RESPONSE TO GRIEVANCE**

### **A. Ms. Payne's Transfer is Not Subject to Grievance Under the CBA.**

As an initial matter, the Grievance, to the extent it relates to Ms. Payne's reassignment is denied because Ms. Payne's employment is not subject to the terms of the CBA. Pursuant to Article 1.2 of the CBA, the term "Teacher" "refer[s] to all Nevada licensed staff members including counselors and school nurses, eligible for membership in the Lander County Classroom Teachers' Association excluding the administrative staff." While Substitute teachers, like Ms. Payne, fill an important role at the District, they are not fully licensed teachers in Nevada. This fact is supported by the conduct of the parties, neither the Association nor the District have ever considered long-term substitutes to be equivalent to "Teachers" under the CBA. As such, long-term substitutes are expressly excluded from membership in the Association's bargaining unit, and have never been treated as members of the unit. Based on this fact, the Association may not grieve Ms. Payne's transfer as she is not a member of the bargaining unit, and her employment at the District is not governed by the terms of the CBA.

### **B. Ms. Payne's Transfer Did Not Violate the Terms of the CBA.**

1. *The Grievance, to the Extent it Relates to the Alleged Improper Posting of Vacancies, is Untimely.*

---

substitute positions are used to fill vacancies at the District which the District cannot otherwise fill with a certified Teacher; typical short-term vacancies – as was the case in this scenario.

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The Grievance, to the extent it alleges that the District improperly posted / noticed vacancies for the 2024-2025 School Year, is denied because it is untimely. Pursuant to Article 5.5.1, all grievances must be submitted in writing within sixteen (16) school days after the "Teacher or the Association first knew (or should have known) of the act or condition upon which the grievance is based."

Here, the District posted notice of its vacancies for the 2024-2025 School Year on February 26, 2024. Accordingly, the Association and its member either knew, or should have known, that the posts were deficient in February 2024. As such, the Association was required to grieve the situation within sixteen (16) school days of their receipt of notice of the postings, on or before March 22, 2024. However, the Association has waited more than six (6) months to file the immediate grievance, submitting the Grievance well outside the sixteen (16) school day limitations period. As such, the challenge is untimely and deemed withdrawn pursuant to Article 5.10.6.

### 2. *The District Properly Posted its Vacancies for the Current School Year.*

Furthermore, to the extent the Grievance relates to the District improperly noticing / posting its vacancies for the 2024-2025 School Year, the Grievance is also denied because the District properly provided the Association and its members notice of all vacancies for the following school year, including vacancies in the Elementary School. Specifically, back in February 2024, the District posted its vacancies for the following school year and provided notice in accordance with Article 11.1.2 to District staff. As such, the District complied with Article 11.1.2 of the CBA in connection with the postings. Other than generally alleging that the notice/posting related to the 5th Grade vacancy in the District's Elementary School did not comply with Article 11.1.2, the Grievance provides not evidence to suggest, let alone establish, an argument that the notice provided in the February postings somehow violated Article XI of the CBA. Accordingly, the Grievance is denied because it fails to present any facts or arguments supporting how or why this one instance of notice / posting of the vacancies in the elementary school, out of several nearly identical postings, did not comply with the CBA. There is simply insufficient information contained in the Grievance to affirm or even investigate the allegation of non-compliance.

### C. **Ms. Payne's Transfer Did not Violate District Policy.**

District Personnel Policy 005.8 is inapplicable in this situation for two reasons: (1) Ms. Payne is not a licensed teacher, and (2) the District has *not* instituted a new transfer/assignment procedure without Board approval. The Policy reads as follows:

The Superintendent/designee shall be responsible for the assignment, transfer/reassignment of licensed personnel. The Superintendent/designee shall propose and *the Board of Trustees shall*

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*approve assignment, transfer/reassignment procedures in accordance with the appropriate collective bargaining agreement.*

Subject to the provisions of a collective bargaining agreement, *the Superintendent/designee shall have full power and authority to assign teachers, other licensed personnel, and principals to grades, classes, buildings and locations.*

Policy 005.8(emphasis added). In fact, the Policy supports that the Superintendent has the authority to assign teachers and other licensed personnel to grades, classes, and buildings, it only requires that those assignments comply with a policy that adheres to the appropriate collectively bargained terms for assignment. However, because the Policy only applies to licensed teachers and personnel, it is inapplicable in this situation because Ms. Payne is not licensed as a teacher and is not licensed personnel. Furthermore, the District has not imposed a new transfer / assignment policy without Board approval. Instead, it entered into an agreement with a substitute teacher which allowed her to maintain her position as a full-time long-term substitute, instead of deciding not to move forward with her employment in that role. Because the Policy is inapplicable to Ms. Payne's assignment, as discussed herein, there can be no violation of the Personnel Policy 005.8, in connection with her reassignment to the Middle School.

### **D. The District HAS NOT Violated NRS Chapter 388.**

The District has not violated NRS 388.700. Therefore, the Grievance, as it relates to the alleged violation of NRS 388.700, is denied. The Grievance alleges that the District is in violation of NRS 388.700 because its 2nd Grade Classrooms exceed the class size ratios (16:1) outlined in the statute. However, this allegation fails because it does not consider the full language of NRS 388.700.

NRS 388.700(1) reads in pertinent part as follows:

1. *Except as otherwise provided in this section, for each school quarter of a school year, the ratio in each school district of pupils per licensed teacher designated to teach, on a full-time basis, in classes where core curriculum is taught:*

(a) In kindergarten and grades 1 and 2, must not exceed 16 to 1, and in grade 3, must not exceed 18 to 1; or

(b) *If a plan is approved pursuant to subsection 3 of NRS 388.720, must not exceed the ratio set forth in that plan for the grade levels specified in the plan.*

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See NRS 388.700 (emphasis added). Pursuant to the plain language of NRS 388.700(1), 2nd Grade Classrooms must not exceed class size ratios of 16:1, *unless* their school district has an approved plan pursuant to NRS 388.700(3). If the school district has an approved plan, it is instead required to comply with its plan ratios for its grade levels.

NRS 388.720 reads in pertinent part as follows:

1. Except as otherwise provided in subsection 2, each school district together with the recognized associations representing licensed educational personnel shall develop a plan to reduce the district's pupil-teacher ratio per class in kindergarten and grades 1, 2 and 3 within the limits of available financial support specifically set aside for this purpose and submit that plan to the State Board.
2. In lieu of complying with the pupil-teacher ratio prescribed in paragraph (a) of subsection 1 of NRS 388.700, a school district in a county whose population is less than 100,000 may, in consultation with the recognized associations representing licensed educational personnel, develop a plan to reduce the district's pupil-teacher ratios per class for specified grade levels in elementary schools. Alternative ratios for grade 6 may only be approved for those school districts that include grade 6 in elementary school. ***The alternative pupil-teacher ratios must not:***
  - (a) ***Exceed 22 to 1 in grades 1, 2 and 3; . . . .***
3. The State Board shall approve a plan submitted pursuant to subsection 2 if the plan:
  - (a) Reduces the district's pupil-teacher ratio in the elementary schools within the school district; and
  - (b) Is fiscally neutral such that the plan will not cost more to carry out than a plan that complies with the ratios prescribed in paragraph (a) of subsection 1 of NRS 388.700.

NRS 388.720 (emphasis added). As such, in counties with populations below 100,000 individual, the applicable school district and its teacher's union may establish an alternative plan that contains classroom ratios for 2nd Grade that do not exceed 22:1.

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Here, Lander County's population is less than 100,000. Therefore, the District and the Association were permitted by statute to work together to establish an alternative plan to the class size ratios set forth in NRS 388.700(1). The prepared a plan, and that plan was approved by the State Board of Education and has been in implementation for years. Under the District's plan, the maximum classroom ratios for 2nd Grade are 21:1, below the maximum ratio for small county school districts established by the legislature (22:1). At this time, the District's 2nd Grade Classrooms comply with its plan ratio, and no 2nd Grade Classroom exceeds a ratio of 22:1. Therefore, the District is in compliance with NRS Chapter 388 in regard to its 2nd Grade classroom ratios. As the District's classroom ratios are in compliance with NRS Chapter 388, the Grievance is denied to the extent it alleges a violation of NRS Chapter 388.

### **III. ASSERTION OF MANAGEMENT RIGHTS**

#### **A. The Number of 2nd Grade Classrooms Operating at the Elementary School is Not Subject to Negotiation.**

Finally, the Grievance demands that the District reinstate Ms. Payne as a 2nd Grade teacher and create a fourth 2nd Grade Classroom, reducing the classroom ratio from 21:1 to 15:1, based on the alleged violation of NRS 388.700, discussed above. This request is improper.

First, the Grievance demands that Ms. Payne be reinstated as a 2nd Grade Teacher. As previously discussed, Ms. Payne has not yet attained her teaching certification from the State of Nevada. Therefore, she was not hired as a 2nd Grade Teacher, and could not be hired as a Teacher under the CBA; as she lacks the requisite qualifications. On this basis, the request to reinstate Ms. Payne as a 2nd Grade Teacher is inappropriate and the District cannot comply with the request because such action would violate the CBA, which requires teaching positions be filled by licensed personnel. *See Article 11.1.1.*

Second, the Grievance demands that the District create a fourth 2nd Grade Classroom. Pursuant to NRS 288.150(3)(c), the right to determine appropriate staffing levels and the means and methods of providing services to the community are reserved for management, and not subject to negotiation. The District will not waive its management right to determine appropriate staffing levels in its schools, this includes the number of functioning classrooms at each grade level. Accordingly, the Grievance, to the extent it seeks to negotiate staffing levels and/or how the District provides academic services in the Elementary School, is improper because it seeks to improperly open negotiation concerning management rights mid-contract. Seeking the negotiation of management rights is in its own right improper. Further, seeking to negotiate such terms, which are not currently included in the CBA in the middle of the current CBA's term, is also inappropriate and improper. On this basis, the District denies the Grievance to the extent it seeks the improper



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negotiation of management rights, and further underscores that the District will not agree to open such management rights to negotiation.

#### IV. CONCLUSION

Based on the forgoing, the Grievance in its entirety is denied. Ms. Payne will remain in her Long-Term Substitute position in the Middle School for the 2024-2025 School Year. However, recognizing that the Association has significant concerns about the current staffing of 2nd Grade Classrooms, I am formally requesting a meeting with the Association to discuss these concerns and brainstorm methods for potentially resolving its concerns related operations in the 2nd Grade. Please note, I am not proposing the negotiation of staffing levels in the 2nd Grade, as previously noted, District will not waive this management right. Instead, I am proposing a meeting to sit down with the Association and discuss options for what might be done to relieve the concerns of the teachers in our 2nd Grade Classrooms.

Sincerely,



Russell Klein  
Superintendent  
The Lander County School District

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## Exhibit A

(Long-Term Substitute Teacher Contract)

# EXHIBIT 7

EXHIBIT 7  
LCCTA Question Email  
(October 1, 2024)

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# REDACTED - PRIVILEGED

----- Forwarded message -----

From: **Milena Parker** <[mparker@landernv.net](mailto:mparker@landernv.net)>

Date: Tue, Oct 1, 2024 at 8:19 AM

Subject: Re: Grievance

To: Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>

Cc: Cassandra Anson <[canson@landernv.net](mailto:canson@landernv.net)>, Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>, Kevin Lords <[klords@landernv.net](mailto:klords@landernv.net)>, Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>, Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>, Scott Shakespeare <[sshakespeare@landernv.net](mailto:sshakespeare@landernv.net)>

Hi Russ,

According to the denial of the grievance, it is stated that long-term substitutes are excluded from the bargaining unit. However, this is not accurate. The district recently negotiated the terms of long term salary for not yet fully licensed teachers with the association, and the vote to ratify the salary amendment included votes by long-term substitutes, who have been members of the LCCTA for several years. This directly conflicts with the statement that long-term substitutes have never been treated as members of the unit. They are on the certified pay scale, contributions are made to PERS, they have insurance coverage, and both they and the Association have been informed that they are part of our bargaining unit. Based on this conflicting information we need clarification as to which roles/individuals/licensure the district is disputing as members of the Association.

The following assertions are copied directly from the denial, with the employee's name removed:

"[Employee] was a Classroom Aid and a member of the Classified bargaining unit prior to the current school year. She is currently in the process of obtaining her teaching certification in Nevada."

Response to Grievance

A. [Employee] Transfer is Not Subject to Grievance Under the CBA.

As an initial matter, the grievance, to the extent it relates to [Employee reassignment, is denied because [Employee employment is not subject to the terms of the CBA. Pursuant to Article 1.2 of the CBA, the term "Teacher" refers to all Nevada licensed staff members, including counselors and school nurses, eligible for membership in the

Lander County Classroom Teachers' Association, excluding the administrative staff. While substitute teachers, like [Employee], fill an important role at the District, they are not fully licensed teachers in Nevada. This fact is supported by the conduct of the parties; neither the Association nor the District have ever considered long-term substitutes to be equivalent to "Teachers" under the CBA. As such, long-term substitutes are expressly excluded from membership in the Association's bargaining unit and have never been treated as members of the unit.

Thank You,

Milena

On Tue, Oct 1, 2024 at 6:40 AM Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)> wrote:

Hi Milena,

Sorry for the delayed response. Are you asking which positions qualify to be represented by the association - or, specifically, which people are paid members of the association?

Thanks,  
Russ

On Mon, Sep 30, 2024 at 1:17 PM Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)> wrote:

Hi Cass and Russ,

Will you please verify who you consider part of the Certified Bargaining Unit? We have an Association meeting tomorrow afternoon to discuss insurance and need to address this issue directly as well so we really need clarification.

Thank You,  
Milena

On Mon, Sep 30, 2024 at 10:46 AM Cassandra Anson <[canson@landernv.net](mailto:canson@landernv.net)> wrote:

Hello,

Please see attached "Exhibit A" Long Term Sub Contract.

On Thu, Sep 26, 2024 at 12:56 PM Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)> wrote:

Hi Katie,

Please see attached response to the grievance you filed. Please note, however, that the attachment can't be sent until Monday because of staff who are not in the office today.

--

**Russell Klein**  
Superintendent  
Lander County School District

--



Cassandra Anson  
HR Director | Payroll Specialist  
[cAnson@landernv.net](mailto:cAnson@landernv.net)  
775-635-2886 Ext: 1101

--

**Russell Klein**  
Superintendent  
Lander County School District

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**Russell Klein**  
Superintendent  
Lander County School District

# EXHIBIT 8

## EXHIBIT 8

LCCTA Questions Response Email  
(October 7, 2024)

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# REDACTED - PRIVILEGED

----- Forwarded message -----

From: **Russell Klein** <[rklein@landernv.net](mailto:rklein@landernv.net)>

Date: Mon, Oct 7, 2024 at 6:46 AM

Subject: LCCTA Membership

To: Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>, Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>, Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

Hi Milena,

Attached is the district's response you requested regarding membership in the association.  
Please let me know if you have any questions.

Thanks,

Russ

--

**Russell Klein**

Superintendent

Lander County School District

--

**Russell Klein**

Superintendent

Lander County School District



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October 7, 2024

### **RE: Response to LCCTA's Questions and Concerns Related to the District Response to Sept. 12, 2024 Grievance and LCCTA's Request for Information**

Dear Milena,

Thank you for your response. While I understand your concerns about the LCCTA's (hereafter the "Association") membership, I disagree with your conclusion. The District has never included long-term substitute teachers in the bargaining unit represented by the Association, nor has the District had any reason to think that long-term substitute teachers (hereafter "long-term subs"), which the district considers to be a unique classification of employee from teachers, share a community of interest with the bargaining unit's membership – i.e. licensed personnel as defined by Article 1.2 of the CBA.

That said, I appreciate your coming to the District with the Association's concerns about who is included in the bargaining unit. Hopefully this situation will give the Association and the District an opportunity to sort out the Association's questions and concerns.

#### **I. The Bargaining Unit and the Association are Two Different Entities:**

As an initial matter, I stress the fact that the bargaining unit and the Association are two separate things. While the District initially designated the classifications which are within the bargaining unit's community of interest, pursuant NRS 288.170. This decision long pre-dates my participation, so I cannot speak to the initial decision. That said, the District and the Association have since negotiated a term into the CBA which lists the classifications covered by the bargaining/the CBA. See CBA at Art. 1.2. As such, the classifications within the bargaining unit/covered by the CBA have been agreed to between the Association and the District and memorialized in the CBA. Alternatively, the employees in the bargaining unit elected for the Association to represent them, instead of an alternative union. As such, the Association is the employee organization that represents the bargaining unit. NRS 288.140. The Association is not a part of the bargaining unit or the District, and the District has no control over which employees join the Association – membership requirements are typically set out in the bylaws of such organizations. See NRS 288.140. Those rules are all set and maintained by the Association.

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## II. The Benefits Received by Long-Term Subs are Not Negotiated by the Association:

The benefits provided to long-term subs are not dictated by the Association or controlled by the Association's CBA with the District. Instead, the terms of each long-term subs' contract / the benefits each long-term sub receive are negotiated directly with the substitute (the individual employee) as part of their long-term sub employment contracts. While the District has a longstanding practice of using the Certified Salary Schedule as the rubric for setting salaries for long-term subs, and does try to provide them with similar benefits, the contracts themselves are not governed by the Association's CBA and are not subject to negotiation with the Association.

As for your question as to "which roles/individuals/licensure the district" considers to be members of the Association, as will be discussed below, that's not a question the District can answer. The District can provide you with a list of employees that are paying dues to the LCCTA, see *Attachment A*, and a list of licensed personnel occupying positions that are covered by the certified bargaining unit, see *Attachment B*. However, as discussed in more detail below, membership in the Association and membership in the certified bargaining unit are two distinct things. Therefore, the District cannot opine as to which roles/individuals/licensures it considers to be members of the Association, as it has no understanding or basis to know what the Association's membership rules entail.

It is the District's understanding that an individual can be a member of the Association, even if that individual is not eligible for membership in the bargaining unit represented by the Association (hereafter the "certified bargaining unit"). That said, the District firmly holds that long-term subs are not part of the certified bargaining unit. Furthermore, if the Association is using this Grievance as an attempt to add long-term subs to the certified bargaining unit mid-contract term, the action is an inappropriate attempt to unilaterally change the terms and conditions of the CBA, and an unfair labor practice pursuant to NRS 288.270.

In hopes of clarifying the District's position, I'll address each of the points you alleged in your email as proof that long-term substitute teachers are part of the certified bargaining unit in turn below:

### 1. The district recently negotiated the terms of long-term salary for not yet fully licensed teachers with the association

The District did not negotiate, and has never, negotiated salary terms for long-term subs with the Association. The District has always been transparent with the Association about the fact that the pay for many roles at the District, including long-term subs, is established using the existing Certified Salary Schedule.

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Russell Klein  
*Superintendent*

### SCHOOLS

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Battle Mountain High School  
Austin Combined Schools

The District did not negotiate its decision to pay roles outside of the certified bargaining unit, including long-term subs, based on the Certified Salary Schedule. Instead, the parties negotiated Teacher pay and the fact that the Teachers wanted to start their pay at a different step than unlicensed personnel. The negotiations and the negotiated revised Certified Salary Schedule reflect this change – i.e., that licensed Teachers would be paid more than long-term subs, there was no negotiation over what or how long-term subs/other personnel paid using the Salary Schedule would be paid.

Furthermore, during negotiations there was discussion about expanding the community of interest for the certified bargaining unit. At that time, the District specifically indicated that the unit was limited to Teachers, as defined by Article I.2, and expressly refused to expand negotiations beyond increasing salaries for Teachers in connection with the limited re-opener negotiated during July/August 2024.

2. The vote to ratify the salary amendment included votes by long-term substitutes, who have been members of the LCCTA for several years.

Pursuant to NRS 288.140, public employees may join a union/employee organization even if they are not part of the bargaining unit represented by the union/employee organization. Membership rules for participation in a union/employee organization are governed by the union/employee organization, not the employer. Therefore, it is up to the organization, not the employer, to determine whether an individual employee may join the union/employee organization.

That said, an employee organization's decision to allow an employee who is not employed in a role covered by the organization's bargaining unit to become a member of the union/employee organization does not automatically establish that employee as a member in the specific bargaining unit; regardless of whether the unit is represented by the union/employee organization. Instead, only employees employed in roles included within a specific bargaining unit's community of interest, as established pursuant to NRS 288.170, may be considered members of the bargaining unit.

The District is a separate entity from the Association, and it has no control over how the Association, an employee organization pursuant to NRS 288.140, runs its elections, its votes, or determines who may join the Association. Therefore, the Association's decision to allow individuals who are not part of the certified

## LANDER COUNTY SCHOOL DISTRICT

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bargaining unit – long-term subs for example – to join the Association is beyond the District's control. Furthermore, as this decision does not change the community of interest for the certified bargaining unit, represented by the Association, the decision has no bearing on whether long-term subs are included within the certified staff bargaining unit. In short, a long-term subs' membership in the Association has no bearing on that individual's membership in the certified bargaining unit. Further, an individual's membership in the Association does not automatically trigger the application of the Association's CBA to that individual's classification.

### 3. They are on the certified pay scale

Long-term subs, like several other classifications within the District, have long had their salaries established using the Certified Salary Schedule. However, this decision – to pay long-term subs based on the Certified Salary Schedule was unilaterally made by the District, not negotiated with the Association. Accordingly, the fact that the District uses the Certified Salary Schedule to determine long-term sub pay has no bearing on whether long-term subs are covered by the Association's CBA or members of the certified bargaining unit.

### 4. Contributions are made to PERS on their behalf

Long-term subs are PERS eligible roles because they are considered regular employees in Nevada. See PERS Policy 1.53 (2015). This decision was made by PERS / the Nevada Legislature, not the District. As such, the District must provide long-term subs with PERS benefits in accordance with NRS Chapter 286. Accordingly, the provision of PERS benefits to long-term subs has no bearing on whether these individuals are part of the certified bargaining unit. In fact, all unrepresented employees at the District also receive PERS.

### 5. They have insurance coverage

Again, the District has unilaterally decided to provide long-term subs with health insurance coverage as a benefit toward their total compensation. This unilateral decision was never negotiated with the Association, is not set forth in the Association's CBA, and has no bearing on determining whether long-term subs are part of the certified bargaining unit. In fact, many employees that are not in a bargaining unit are provided insurance coverage by the District.

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6. Both they and the Association have been informed that they are part of our bargaining unit

The allegation that long-term subs have been informed that they are part of the certified bargaining unit is news to the District. The District has never negotiated to bring long-term subs into the certified bargaining unit, as is evidenced by Article 1.2 of the CBA. Furthermore, the District has never unilaterally amended Article 1.2 by declaring that long-term subs are part of the certified bargaining unit. Such an action would be unlawful, as the CBA specifically excludes non-licensed employees – i.e., long-term subs, from membership in the certified bargaining unit.

In fact, had the District amended the terms of the CBA with the LCCTA, by adding long-term substitute teachers to the definition of "Teacher" contained in Article 1.2 without negotiation, the act would constitute an unfair labor practice (unilateral change to the CBA). *See In the Matter of the Washoe Co. Teachers Ass'n and the Washoe Co. School Dist.*; Item No. 12, EMRB Case No 102472 (1973). Accordingly, the District is not sure from where this allegation stems, but denies the allegation for the reasons stated above.

If you have any questions or concerns regarding the District's response, or the information provided herein, I am happy to discuss the situation in more detail with you.

Sincerely,



Russell Klein,  
Superintendent  
The Lander County School District

## LANDER COUNTY SCHOOL DISTRICT

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### Attachment A

(List of employees paying dues to the LCCTA as of the Last Pay Period)

	Name	Title
1.	Arellano, Tonyia S	LTS
2.	Bennett, Carly A	Coach
3.	Benson, Marie	Teacher
4.	Bentley Slider , Aspen M	Teacher
5.	Burkhart, Lisa E.	Tacher
6.	Campbell, Angela M.	Teacher
7.	Campbell, Lauren M.	Teacher
8.	Carter, Jesalyn E	LTS
9.	Colver, Paweena	Teacher
10.	Coppin, Richard	Teacher
11.	Desmond, Kaeloni R	LTS
12.	Drown, Taylor J	LTS
13.	Etchineck, Kasia M	Teacher
14.	Evert, Lisa M	Social Worker
15.	Francom, Heather M	Teacher
16.	Fuller, David	Teacher
17.	Goodman, Nichole	LTS
18.	Gray, Kaisha M	Teacher
19.	Green, Katherine J	LTS
20.	Hamilton, Candi	Teacher
21.	Hart, Shaelyn	Teacher
22.	Henao, Monica	Teacher
23.	Hernandez, Kimberly J	Teacher
24.	Hess, Christopher	Teacher
25.	Ilisley, Charles J	Counselor
26.	Ilisley, Stacy D	Teacher
27.	Jimenez, Monica	Teacher
28.	Johnston, Genevieve D	Speech Pathologist
29.	Jorgensen, Leslie	Teacher
30.	Koerber, Jenna A	LTS
31.	Kottke, Katie A	Teacher
32.	Lacovara, Heather P	Teacher
33.	Lopez, Theresa	Teacher
34.	Martin, Michael G	Teacher
35.	Montes De Oca Barrera, Catalina	LTS
36.	Moore, Nicole M	LTS

LCSD is an Equal Employment Opportunity employer. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations.

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### SCHOOLS

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37.	Parker, Milena L	Social Worker
38.	Payne, Natalee H	LTS
39.	Platz, Brianna J	Teacher (License Pending)
40.	Potter, Stephanie	Teacher
41.	Ramirez, Julia A	Teacher
42.	Robertson, Carly	Teacher
43.	Sorenson, Darlinda L	Social Worker
44.	Staton, Cheri	Teacher
45.	Swensen, Lindsay B	LTS
46.	Vezina, Kasey M	LTS
47.	Vezina, Katherine R	Teacher
48.	Vezina, Torrey J	Teacher
49.	Westlund, Sabre	Teacher (License Pending)
50.	Whitten, Teresa M	Teacher

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### Attachment B

(List of personnel occupying positions covered by the certified bargaining unit)

\*List includes all fully licensed: Teachers, Counselors, and School Nurses, per Art. 1.2

\*\*There are currently no licensed counselors working as Counselors at the District.

	Name	Title
1.	Arionus, Bryan K.	Teacher
2.	Ayers, Sandra J.	Teacher
3.	Bennett, Carly A	Teacher
4.	Benson, Marie	Teacher
5.	Bentley Slider , Aspen M	Teacher
6.	Burkhart, Lisa E.	Teacher
7.	Byerley, Sarah R	Teacher
8.	Campbell, Angela M.	Librarian
9.	Campbell, Lauren M.	Teacher
10.	Christophersen, Kathryn A	Teacher
11.	Colver, Paweena	EL SPED Teacher
12.	Coppin, Richard	Alternative Education Teacher
13.	Etchineck, Kasia M	Teacher
14.	Francom, Heather M	Teacher
15.	Fuller, David	Teacher
16.	Gandolfo, Amber L	Teacher
17.	Gray, Kaisha M	Teacher
18.	Hamilton, Candi	Teacher
19.	Hart, Shaelyn	Teacher
20.	Henao, Monica	Teacher
21.	Hernandez, Kimberly J	Teacher
22.	Hess, Christopher	Teacher
23.	Hucke, Donovan B	Teacher
24.	Ilsley, Stacy D	Teacher
25.	Jimenez, Monica	Teacher
26.	Jorgensen, Leslie	Early Childhood Teacher
27.	Kottke, Katie A	Teacher
28.	Lacovara, Heather P	Teacher
29.	Larger, Gordon E	Teacher

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### SCHOOLS

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30.	Lopez, Theresa	Teacher
31.	Martin, Michael G	Teacher
32.	Paris, Alexis I	Teacher
33.	Rabb, Arynzi D	Teacher
34.	Ramirez, Julia A	Teacher
35.	Robertson, Carly	Teacher
36.	Salazar, Kelsey	School Nurse
37.	Staton, Cheri	Teacher
38.	Vezina, Katherine R	Teacher
39.	Vezina, Torrey J	Teacher
40.	Wertz, Marisa S	Teacher
41.	Westlund, Sabre	Teacher
42.	Whitten, Teresa M	Teacher
43.	Woodley, Jordyn R	Teacher

Lander County Classroom Teachers  
Association (Appellant)

Opposition to Motion to Dismiss  
Appeal of Unit Determination

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,

Appellant,

CASE NO. 2025-014

vs.

LANDER COUNTY SCHOOL  
DISTRICT,

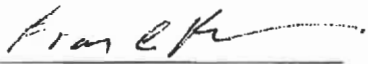
APPELLANT'S OPPOSITION  
TO MOTION TO DISMISS  
APPEAL OF UNIT DETERMINATION

Respondent.

COMES NOW, Appellant, Lander County Classroom Teachers Association ("LCCTA" or the "Association"), by and through its undersigned counsel and pursuant to NAC 288.240(4) and files this Opposition to Respondent, Lander County School District's ("LCSD" or the "District") Motion to Dismiss Appeal of Unit Determination (hereinafter the "Motion"). This Opposition is based upon the below memorandum of points and authorities, the pleadings on file herein and on any oral argument that Nevada's Government Employee-Management Relations Board ("EMRB" or the "Board") may order.

RESPECTFULLY SUBMITTED this 15<sup>th</sup> day of September 2025.

DYER LAWRENCE, LLP

By:   
Francis C. Flaherty  
SBON: 5303  
Sue S. Matuska  
SBON: 6051

Attorneys for Appellant, LCCTA

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The District files its Motion pursuant to NAC 288.375(3), which provides that the Board may dismiss a complaint "[i]f the complainant, within a reasonable time, fails to prosecute its

1 complaint.” But as demonstrated by the attached Declarations of Milena Parker and Katherine  
2 Vezina, and by many of the Exhibits attached to the District’s Motion, the Association’s  
3 prosecution of this Appeal has been reasonably timely and diligent, and indeed, well within the  
4 6-month limitations period for a complaint or appeal as set forth in NRS 288.110(4).

5 Therefore, the District’s Motion should be denied, and the Board should move forward to  
6 address the merits of the Association’s Appeal and determine whether or not there is a sufficient  
7 community of interest among the affected employees to include long-term substitutes who cover  
8 the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit position vacancy  
9 for one-half or more the Contracted School Year in the LCCTA Bargaining Unit.

## 10 II.

### 11 FACTS

12 The District has recognized the Association as the bargaining agent for the bargaining  
13 unit comprised of all LCSD employees: (1) licensed by the Nevada Department of Education  
14 (“NDOE”); and, (2) eligible for membership in LCCTA, but not NDOE licensed administrative  
15 staff. See Articles 1.2 and 2.1 of the Master Contract between the District and the Association  
16 (the “Master Contract”), attached hereto as Exhibit (“EX”) 1. *See also* the Declaration of Milena  
17 Parker (“Parker Decl.”) at ¶ 5; Declaration of Katherine Vezina (“Vezina Decl.”) at ¶ 5. Copies  
18 of the Parker Declaration and the Vezina Declaration are attached hereto and incorporated herein  
19 as EX 2 and EX 3, respectively. There is no dispute between the District and the Association  
20 that the LCCTA Bargaining Unit includes teachers, counselors, school nurses, social workers,  
21 speech pathologists and school psychologists. EX 2, Parker Decl. at ¶ 5; EX 3, Vezina Decl. at ¶  
22 5.

23 Nor is it disputed that the District has long utilized substitutes to cover LCSD Classroom  
24 Teacher and other LCCTA Bargaining Unit position absences. EX 2, Parker Decl. at ¶ 7; EX 3,  
25 Vezina Decl. at ¶ 8. And when an LCSD Classroom Teacher or other LCCTA Bargaining Unit  
26 position absence is prolonged, the District utilizes long-term substitutes. *Id.* The District also  
27 utilizes long-term substitutes when it cannot find an NDOE licensed employee to fill a vacant  
28 LCSD Classroom Teacher or other LCCTA Bargaining Unit position. *Id.* The District is

1 required to make PERS contributions for long-term substitutes who: fill vacant LCSD Classroom  
2 Teacher or other LCCTA Bargaining Unit positions; and/or, who cover the absence of an LCSD  
3 Classroom Teacher or other LCCTA Bargaining Unit position for one-half or more of the  
4 Contracted School Year (as defined in the Master Contract). *Id.*

5 Notably, the District's reliance on long-term substitutes to fill LCSD Classroom Teacher  
6 and other LCCTA Bargaining Unit position vacancies has increased in recent years. EX 3,  
7 Vezina Decl. at ¶ 9. In the 2024 - 2025 school year, LCSD had seventy-one (71) positions in the  
8 LCCTA Bargaining Unit. Twenty-three (23) of those LCCTA Bargaining Unit positions (32%),  
9 were filled by long-term substitutes. *Id.* For the 2025 - 2026 school year, there were sixty-nine  
10 (69) LCCTA Bargaining Unit positions at LCSD, and twenty-two (22) of those LCCTA  
11 Bargaining Unit positions were filled by long-term substitutes, which again is 32% of LCCTA  
12 Bargaining Unit positions. *Id.*

13 In its Motion, the District falsely claims that on April 26, 2024, "the District specifically  
14 told LCCTA that long-term substitute teachers were not included in the bargaining unit." Motion  
15 at 5:21-27; *see also* Motion at 2:25 - 3:13. In support of its claim, the District provides the Board  
16 with Motion EX 3 and Motion EX 4. However, those exhibits provided by the District are  
17 simply not relevant to the District's claim that the Appeal is time-barred. An examination of the  
18 proposed MOU (Motion EX 3) and the District's email response to that proposed MOU (Motion  
19 EX 4) shows that both documents are completely devoid of even a single or stray reference to  
20 inclusion of long-term substitutes in the LCCTA Bargaining Unit. Rather, the documents  
21 address a now resolved dispute regarding inclusion of social workers and school psychologists in  
22 the LCCTA Bargaining Unit. *See* Parker Decl. at ¶ 5; Vezina Decl. at ¶ 5.

23 Long-term substitutes who fill vacant LCSD Classroom Teacher or other LCCTA  
24 Bargaining Unit positions and/or who cover the absence of an LCSD Classroom Teacher or other  
25 LCCTA Bargaining Unit position for one-half of the Contracted School Year or more are eligible  
26 for membership in LCCTA. EX 2, Parker Decl. at ¶ 8; EX 3, Vezina Decl. at ¶ 10. On  
27 September 12, 2024, LCCTA filed a grievance alleging a violation of the Master Contract in  
28 connection with the involuntary transfer of Natalee Payne, a long-term substitute covering the

1 absence of an LCSD Classroom Teacher for one-half of the 2024 - 2025 Contracted School Year  
2 and also filling a vacant LCSD Classroom Teacher position for the other half of the 2024 - 2025  
3 Contracted School Year. EX 2, Parker Decl. at ¶ 9; EX 3, Vezina Decl. at ¶ 11; Motion EX 5;  
4 *see also* Motion EX 6.

5 The District denied the grievance on various grounds, including an assertion that Ms.  
6 Payne and all other long-term substitutes were not part of the LCCTA Bargaining Unit, which is  
7 contrary to LCCTA's position. EX 2, Parker Decl. at ¶ 10; EX 3, Vezina Decl. at ¶ 12; Motion at  
8 3:26-28; Motion EX 6 (3<sup>rd</sup> page of September 26, 2024 letter). On October 9, 2024, LCCTA  
9 informed the District that it wished to mediate the grievance and the District agreed to do so.  
10 Motion at 4:8-9; EX 2, Parker Decl. at ¶ 11; EX 3, Vezina Decl. at ¶ 13. Mediation took place  
11 on January 10, 2025, and part of the mediation outcome was an agreement to continue discussion  
12 of the issue—whether to include long-term substitutes who fill vacant LCSD Classroom Teacher  
13 or other LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom  
14 Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted School Year or  
15 more in the LCCTA Bargaining Unit—during the parties' negotiations for a successor agreement  
16 to the Master Contract. EX 2, Parker Decl. at ¶ 12; EX 3, Vezina Decl. at ¶ 14.

17 But despite the agreement at mediation, at the very first negotiation meeting between  
18 LCCTA and the District on March 12, 2025, the District informed LCCTA that it was asserting  
19 its management rights, and it would NOT negotiate or discuss inclusion of long-term substitutes  
20 who fill vacant LCSD Classroom Teacher or other vacant LCCTA Bargaining Unit positions  
21 and/or who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit  
22 employee for one-half of the Contracted School Year or more in the LCCTA Bargaining Unit.  
23 EX 2, Parker Decl. at ¶ 13; EX 3, Vezina Decl. at ¶ 15. And on April 28, 2025, the District's  
24 Negotiations Team emailed a memorandum to the Association's Negotiations Team formally  
25 informing the Association as follows:

26 Finally, the District has asserted a management right in connection with all  
27 language proposed by the Association addressing the inclusion of long term  
28 substitute teachers, and will not negotiate rights or benefits for long term  
substitute teachers in connection with this negotiation because they are not  
included in the Association's bargaining unit.

1 EX 2, Parker Decl. at ¶ 14; EX 3, Vezina Decl. at ¶ 16. A copy of the April 28, 2025  
2 memorandum from the District's Negotiations Team to the Association's Negotiations Team is  
3 attached hereto as EX 4.

4 Therefore, having received "unequivocal notice" that the District would engage in no  
5 further discussion regarding inclusion in the LCCTA Bargaining Unit of long-term substitutes  
6 who fill vacant LCSD Classroom Teacher or other vacant LCCTA Bargaining Unit positions  
7 and/or who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit  
8 employee for one-half of the Contracted School Year or more, on July 21, 2025, the Association  
9 timely filed its appeal of the District's determination of the bargaining unit pursuant to NRS  
10 288.170(5).

### 11 III.

### 12 LAW

#### 13 A. *Nevada Revised Statutes*

14 NRS 288.110(4) provides:

15 The Board may not consider any complaint or appeal filed more than 6 months  
16 after the occurrence which is the subject of the complaint or appeal.

17 Subsections 1 and 5 of NRS 288.170 provide:

18 1. Each local government employer which has recognized one or more  
19 employee organizations shall determine, after consultation with the recognized  
20 organization or organizations, which group or groups of its employees constitute  
an appropriate unit or units for negotiating. The primary criterion for that  
determination must be the community of interest among the employees concerned.

21 \* \* \* \*

22 5. If any employee organization is aggrieved by the determination of a  
23 bargaining unit, it may appeal to the Board. Subject to judicial review, the  
24 decision of the Board is binding upon the local government employer and  
employee organizations involved. The Board shall apply the same criterion as  
specified in subsection 1.

25 \\\

26 \\\

27 \\\

28 \\\

1           **B.     *Nevada Administrative Code***

2           NAC 288.270 provides:

3           The submission of an appeal made pursuant to NRS 288.160 or 288.170 must  
4           follow the same form outlined for complaints except that the terms “appeal” and  
            “appellant” must be substituted for “complaint” and “complainant.”

5           And NAC 288.375(3) provides:

6           The Board may dismiss a matter for any of the following reasons:

7                     \* \* \* \*

8                     3. If the complainant, within a reasonable time, fails to prosecute its  
9                     complaint.

10           **C.     *Nevada Supreme Court***

11           Interpreting and applying NRS 288.110(4), the Nevada Supreme Court observed:

12           claims accrue when the violation or injury occurs. With regard to the NLRA,  
13           several federal circuit courts apply the “unequivocal notice” rule, which means  
14           that the limitations period begins to run “when the victim of an unfair labor  
            practice receives unequivocal notice of a final adverse decision.”

15           *City of North Las Vegas v. EMRB*, 127 Nev. 631, 639, 261 P. 3d 1071, 1076 (2011) (quoting  
16           *NLRB v. Public Serv. Elec. & Gas Co.*, 157 F.3d 222, 227 (3<sup>rd</sup> Cir. 1998)). The supreme court  
17           then concluded that likewise, it “interpret[s] the NRS Chapter 288 limitations period to start  
18           running when the alleged victim receives unequivocal notice of a final adverse decision.” *Id.*,  
19           261 P.3d at 1077 (citing *Cone v. Nev. Serv. Emples. Union/SEIU Local 1107*, 116 Nev. 473, 477  
20           n.2, 998 P.2d 1178, 1181 n.2 (2000)).

21           In the *City of North Las Vegas* case, the supreme court also held that the doctrine of  
22           equitable tolling applied to the NRS 288.110(4) limitations period. The court noted that it had  
23           previously recognized equitable tolling for discrimination claims addressed to the Nevada Equal  
24           Rights Commission. 127 Nev. at 640, 261 P. 3d at 1077 (citing *Copeland v. Desert Inn Hotel*, 99  
25           Nev. 823, 826, 673 P.2d 490, 492 (1983). The court held:

26           the following factors, among any other relevant considerations, should be  
27           analyzed when determining whether equitable tolling will apply: [1] the claimant's  
            diligence, [2] knowledge of the relevant facts, [3] reliance on misleading

28           \\



authoritative agency statements and/or misleading employer conduct, and [4] any prejudice to the employer.

*Id.* (numbering added)).

#### IV.

#### ARGUMENT

##### A. *The District's "Forever Barred" Argument Should Be Rejected.*

The District argues that "*for as long as anyone at the District can remember,*" long-term substitutes "have never been included in the LCCTA bargaining unit," and that "the District's decision regarding the makeup of the LCCTA bargaining unit pursuant to NRS 288.170(1) is *decades old.*" Motion at 2:14-21 and 5:8-9 (emphasis added). Like NRS Chapter 288 itself, NRS 288.170(1) and (5) were enacted in 1969, over 56 years ago. 1969 Nev. Stat. 1378-79. By way of example, in 1969 there was no internet as we know it today, and personal computers had not yet found their way into the workplace. But per the District's logic, because information technology employees had not been included in bargaining units in 1969, and thus were "never in the unit," employee organizations seeking inclusion of such employees in a unit due to a requisite community of interest would simply be out of luck. The District's position is plainly nonsensical.

The District's citation to *Clark County Classroom Teachers Association v. Clark County School District*, EMRB Item 210 (1998), is of no avail. For starters, the decision itself consists of four, short paragraphs and provides no analysis or exploration of the facts. But even the scant facts provided suggest that the union in that case was apparently seeking inclusion of school administrators in the same bargaining unit as teachers, and that those employees had been determined to be in a separate unit 19 years earlier. A likely significant factor in the outcome of that case was that upon enactment of NRS 288.170 in 1969, the following language was already in the statute:

A principal, assistant principal or other school administrator below the rank of superintendent, associate superintendent or assistant superintendent shall not be a member of the same negotiating unit with public school teachers unless the school district employs fewer than five principals but may join with other officials of the same specified ranks to negotiate as a separate negotiating unit.

1 1969 Nev. Stat. 1378. Thus, Item 210 offers little, if any, meaningful guidance to the Board in  
2 this case.

3 Per the Declaration of Katherine Vezina, the District's use of long-term substitutes to fill  
4 vacant LCSD Classroom Teacher and other LCCTA Bargaining Unit positions has dramatically  
5 increased over the last two school years, and long-term substitutes now constitute a remarkable  
6 32% of LCSD employees filling LCCTA Bargaining Unit positions. EX 3, Vezina Decl. at ¶ 9.  
7 Nothing in NRS 288.170 suggests that the Nevada Legislature contemplated bargaining units to  
8 be "set in stone" upon their initial determination. The more logical interpretation of that statute,  
9 consistent with sound public policy is that bargaining units may expand or contract depending  
10 upon changes in employer operations, technology and other factors in the workplace and the  
11 workforce.

12 In light of changes to the LCSD workforce and the composition of the LCCTA  
13 Bargaining Unit, LCCTA timely broached with the District the subject of inclusion of long-term  
14 substitutes who fill vacant LCSD Classroom Teacher or other LCCTA Bargaining Unit positions  
15 for one-half or more of the Contract Year in the LCCTA Bargaining Unit. In the spring of 2025,  
16 it became apparent to LCCTA that the District was not willing to include such long-term  
17 substitutes in the unit and that any attempt at further discussion would be futile. Having received  
18 unequivocal notice; LCCTA then filed the instant Appeal to this Board on July 21, 2025, well  
19 within the 6-month limitations period.

20 ***B. Equitable Tolling: The Limitations Period was Tolloed by the Grievance,  
21 Mediation and Contract Negotiations.***

22 At the earliest, the instant dispute ripened on September 26, 2025, when in response to  
23 the grievance LCCTA filed regarding the involuntary transfer of Natalie Payne—a long-term  
24 substitute covering the absence of an LCSD Classroom Teacher for one-half of the 2024 - 2025  
25 Contracted School Year and also filling a vacant LCSD Classroom Teacher position for the other  
26 half of the 2024 - 2025 Contracted School Year—the District asserted that Ms. Payne and all other  
27 long-term substitutes were not part of the LCCTA Bargaining Unit. EX 2, Parker Decl. at ¶ 10;  
28 EX 3, Vezina Decl. at ¶ 12; Motion EX 6 (3<sup>rd</sup> page of September 26, 2024 letter). Less than two

1 weeks later, on October 9, 2024, LCCTA informed the District that it wished to mediate the  
2 grievance and the District agreed to do so. EX 2, Parker Decl. at ¶ 11; EX 3, Vezina Decl. at ¶  
3 13. Thus, as of October 9, 2024, the 6-month limitation period in NRS 288.110(4) would have  
4 been tolled.

5 Mediation took place on January 10, 2025, and part of the mediation outcome was an  
6 agreement to continue discussion of the issue—whether to include those certain long-term  
7 substitutes in the LCCTA Bargaining Unit—during the parties’ negotiations for a successor  
8 agreement to the Master Contract. EX 2, Parker Decl. at ¶ 12; EX 3, Vezina Decl. at ¶ 14. Thus,  
9 the NRS 288.110(4) 6-month limitations period would have remained tolled after the conclusion  
10 of mediation pending contract negotiations in late winter or early spring.

11 When the District agreed to mediate the grievance, LCCTA had no reason to believe that  
12 the District would not engage in the mediation process in good faith. Likewise, when the  
13 outcome of the mediation process was an agreement to discuss the issue—whether to include  
14 those certain long-term substitutes in the LCCTA Bargaining Unit—during the parties’  
15 negotiations for a successor agreement to the Master Contract, LCCTA again had no reason to  
16 believe that the District would not engage in such discussions in good faith.

17 Thus, if this Board concludes that LCCTA received unequivocal notice on September 26,  
18 2024, it should utilize the four (4) equitable tolling factors enunciated by the Nevada Supreme  
19 Court in *Copeland* and applied in *City of North Las Vegas*, and the NRS 288.110(4) limitations  
20 period should be tolled from October 9, 2025, until at least March 12, 2025, when despite the  
21 promise made at mediation, the District informed LCCTA at the very first contract negotiations  
22 meeting that it would *not* discuss whether to include long-term substitutes who fill vacant LCSD  
23 Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of  
24 an LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the  
25 Contracted School Year or more in the LCCTA Bargaining Unit.

26 1. **LCCTA Was Diligent.**

27 When it became apparent on March 12, 2025 that LCSD was not going to discuss  
28 inclusion of long-term substitutes who fill vacant LCSD Classroom Teacher or other LCCTA

1 Bargaining Unit positions and/or who cover the absence of an LCSD Classroom Teacher or other  
2 LCCTA Bargaining Unit position for one-half of the Contracted School Year or more in the  
3 LCCTA Bargaining Unit during contract negotiations, *i.e.*, when it received “unequivocal  
4 notice,” LCCTA timely filed (July 21, 2025) the instant Appeal to this Board of the District’s  
5 determination of the bargaining unit. Thus, analysis of this factor supports application of  
6 equitable tolling.

7 **2. Knowledge of the Relevant Facts.**

8 The facts as asserted by both the District and the Association demonstrate that both  
9 parties were aware of the issue at hand—inclusion of long-term substitutes who fill vacant LCSD  
10 Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of  
11 an LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the  
12 Contracted School Year or more in the LCCTA Bargaining Unit. In its Motion, the District  
13 makes no argument that LCCTA’s position regarding the inclusion issue was not known to it.  
14 However, what was *not* known to LCCTA is that when the District agreed to mediate the  
15 September 2024 grievance, and when at the conclusion of mediation in January 2025 the District  
16 agreed to continue discussion of inclusion of those certain long-term substitutes in the LCCTA  
17 Bargaining Unit in upcoming contract negotiations, the District made those promises in bad faith.  
18 Thus, analysis of this factor supports application of equitable tolling.

19 **3. LCCTA Relied on Misleading Statements by and Conduct of LCSD.**

20 As stated *supra*, LCCTA had no reason to believe that the District would not participate  
21 in good faith in mediation of the grievance, which included the issue of inclusion of those certain  
22 long-term substitutes in the LCCTA Bargaining Unit. Likewise, when the District committed at  
23 the conclusion of mediation that it would further discuss the issue with LCCTA during contract  
24 negotiations, LCCTA had no reason to believe that the District’s commitment was an empty  
25 promise, made in bad faith. Thus, LCCTA did rely on misleading statements by LCSD, and  
26 analysis of this factor supports the application of equitable tolling.

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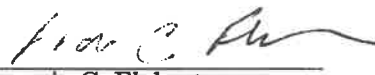
1 certain long-term substitutes in the LCCTA Bargaining Unit, the District abruptly asserted it  
2 would not do so. Then, approximately 4 months later, LCCTA filed the instant Appeal. In sum  
3 the limitations period may have run for roughly two weeks between the District's September 26,  
4 2024 grievance response and the agreement to mediate and then four more months after March  
5 12, 2025, when the District reneged on its promise to discuss the issue in negotiations, until the  
6 instant Appeal was filed July 21, 2025.

7 Analysis of the equitable tolling factors set forth by the Nevada Supreme Court in the  
8 *Copeland* and *City of North Las Vegas* decisions demonstrates that equitable tolling should be  
9 applied in this case, if necessary, the District's Motion should be denied, and the Board should  
10 receive evidence on the merits of the matter and determine whether there is a community of  
11 interest among LCCTA Bargaining Unit employees and long-term substitutes who fill vacant  
12 LCSD Classroom Teacher or other LCCTA Bargaining Unit positions for one-half or more of the  
13 Contracted School Year.

14 **THEREFORE**, LCCTA respectfully requests that Board **DENY** the District's Motion to  
15 Dismiss Appeal of Unit Determination.

16 **RESPECTFULLY SUBMITTED** this 15<sup>th</sup> day of September, 2025.

17 DYER LAWRENCE, LLP

18  
19 By:   
20 Francis C. Flaherty  
21 SBON: 5303  
22 Sue S. Matuska  
23 SBON: 6051

24 Attorneys for Appellant, LCCTA  
25  
26  
27  
28

CERTIFICATE OF SERVICE

Pursuant to NAC 288.080(4) I certify that I am an employee of Dyer Lawrence, LLP, and that on the 15<sup>th</sup> day of September, 2025, I sent via electronic mail a true and correct copy of the within Appellant's Opposition to Motion to Dismiss Appeal of Unit Determination addressed to the following:

S. Jordan Walsh, Esq.  
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# EXHIBIT 1

**BEFORE THE GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD  
LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,**

Appellant,

**CASE NO. 2025-014**

vs.

**LANDER COUNTY SCHOOL  
DISTRICT,**

**APPELLANT'S OPPOSITION  
TO MOTION TO DISMISS  
APPEAL OF UNIT DETERMINATION**

Respondent.

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# EXHIBIT 1



# **MASTER CONTRACT**

**between the**

**LANDER COUNTY SCHOOL DISTRICT**

**and the**

**LANDER COUNTY CLASSROOM  
TEACHERS' ASSOCIATION**

**2024-2025**

Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

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THIS AGREEMENT is made and entered into by and between the Lander County School District in the County of Lander and State of Nevada, and the Lander County Classroom Teachers' Association.

WHEREAS, the Lander County School Board in the County of Lander, State of Nevada, and the Lander County Classroom Teachers' Association, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the District and attracting and retaining the highest quality educators is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching staff, and

WHEREAS, the Lander County School Board is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representatives, the Superintendent of Schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join or not to join any organization for their professional or economical improvement.

NOW, THEREFORE, IT IS AGREED:

## **Article I - Definitions**

- 1.1 The term "Chapter 288" as used in this Agreement shall refer to Chapter 288 of the Statutes of Nevada, enacted by the 1969 session of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "Teacher" as used in this Agreement shall refer to all Nevada licensed staff members including counselors and school nurses, eligible for membership in the Lander County Classroom Teachers' Association excluding the administrative staff.
- 1.3 The term "Board" as used in the Agreement shall mean the Board of School Trustees of the Lander County School District and is the entity known as the Local Government Employer in Chapter 288.
- 1.4 The term "Board Member" as used in the Agreement shall mean a member of the Lander County Board of School Trustees, the entity known as the Local Government Employer in Chapter 288.

Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

- 1.5 The term "Association" as used in this Agreement shall mean the Lander County Classroom Teachers Association, and is the entity known as the Employees' Organization in Chapter 288, Section 6.
- 1.6 The term "School District" as used in this Agreement shall mean the Lander County School District.
- 1.7 The term "Superintendent" as used in the Agreement shall mean the Superintendent of Schools of the Lander County School District or his/her designated representative(s).
- 1.8 The terms "School Board" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustee" and "Association" as such, each reserves the right to act by committee or designated representatives.
- 1.9 The term "School Year" shall be defined in NRS 388.080 which states: "The public-school year shall commence on the first day of July and shall end on the last day of June."
- 1.10 The term "Contracted School Year" as used in this Agreement shall mean the period of time of the first contracted day in August or September to the last contracted day in May or June.
- 1.11 The term "EMRB" means the Local Government Employees-Management Relations Board, as provided in Chapter 288.
- 1.12 The term "Agreement" refers to the name of this document being the "Master Contract" between the Lander County School District and the Lander County Classroom Teachers Association.
- 1.13 The term "Immediate Family" shall mean your spouse, domestic partnership as defined by Nevada Revised Statute 122A, parent, child(ren), including children who are or are in the process of becoming; adopted; sibling; grandparent or grandchild(ren); step-parent; step-child or step sibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward or foreign exchange student.
- 1.14 The term "Administrative Staff" as used in this contract shall mean the Superintendent, Principal, or others that may be added to the system, not to include Teachers.
- 1.15 The term "Transfer" as used in this Agreement shall mean the movement of a teacher from one work location to another work location at a different work site.
- 1.16 The term "Vacancy" is any position previously held by a licensed employee or a position newly created by the Board.
- 1.17 The term "Reassignment" is the movement of a teacher from one grade level or subject area to a different grade level or subject area at the same work site.
- 1.18 The term "Base Salary" refers to the lowest pay amount on the salary schedule where the first year and first column intersect.
- 1.19 The term "Across the Board Salary Increase" refers to a raise calculated on each step and column intersection on the salary schedule.

- 1.20 The term "Professional Learning Community" (PLC) as used in this agreement shall mean a community of collaborative teams whose members work interdependently to achieve common goals linked to the purpose of learning for all.
- 1.21 The term "Day" as used in this agreement shall mean working school day.

## Article II - Recognition

2.1 The School Board has recognized the Association as the exclusive representative of all certified personnel as defined in 1.2 and has received: (a) a copy of its constitution and bylaws, (b) a roster of its officers and representatives, (c) a pledge not to strike as required in Chapter 288, and (d) a list of Association members.

2.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for the use of the Association subject to the exceptions in Chapter 288.140(2), or as amended, which states: "The recognition of an employee organization for negotiation, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself/herself with respect to any condition of his/her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any."

### 2.3 Equal Employment Opportunity

The District offers equal employment opportunities without regard to race, color, gender, religion, age, national origin, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, veteran status or any other characteristic protected by law. These opportunities include all terms, conditions, and privileges of employment, including but not limited to recruiting, hiring, job placement, training, compensation, benefits, discipline, advancement, and termination. All employees are expected to adhere to this policy. The exercise of rights protected by applicable federal and state laws such as: filing complaints, participating in investigations, and related administrative proceedings, and lawfully opposing unlawful practices is protected activity for which harassment, intimidation, threats, coercion or discrimination will not be tolerated.

The District and the Association agree that they will comply with the requirements of this provisions and will not discriminate against any individual on the basis of their protected status, as set out above. Any allegations of conduct in violation of this provision are subject to the grievance procedure set out in this Agreement.

This policy prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District relating to this provision.

### 2.4 No Discrimination, Harassment, or Retaliation

The purpose of this policy is to ensure employees enjoy a professional and productive work environment free from discrimination and harassment.

The District is committed to providing a professional and productive work environment, based on a culture and atmosphere of mutual respect, and free from unlawful discrimination and harassment. The District will not tolerate harassment or discrimination based on physical or mental disability, military or veteran status, domestic violence victim status, sexual orientation, genetic information, marital or domestic partnership status, gender identity and expression or any other basis covered by applicable federal, state or local law, ordinance or regulation (which will be collectively referred to as "protected categories"). This policy applies to all persons

involved in the operations of the District and prohibits discrimination, harassment or retaliation by any employee of the District, including members of management, supervisors, and co-workers, and any vendors, independent contractors, or volunteers on District property or at District functions.

Prohibited discrimination, harassment and retaliation, in any form, including verbal, physical and visual conduct, threats, demands, are prohibited. Employees may be subject to discipline for violation of this policy, even if their conduct does not rise to the level of being a violation of the law (for example, for isolated misconduct). In other words, do not wait until the conduct has become severe or pervasive to report it. This policy is designed to allow the District to stop any prohibited conduct before it becomes severe or pervasive. Your immediate complaint is a vital component to making this policy work.

Employees who believe they are being, or have been unlawfully discriminated, harassed, or retaliated against in violation of this policy, or are aware of an incident or conduct in violation of this policy, must immediately report the incident to their supervisor. If you are uncomfortable reporting to your supervisor, you should report to the Superintendent or his/her designee. Employees who observe conduct which they feel rises to the level of discrimination, harassment, or retaliation should report the conduct to a supervisor, or the Superintendent, or his/her designee immediately.

The District and the Association agree that they will comply with the anti-discrimination, retaliation, and harassment requirements of this provisions. The District will investigate and respond to any report of discrimination, harassment, and/or retaliation, and where the allegation is substantiated, the District will take immediate action to prevent future conduct which violates this provision. Employees who engage in such conduct may be subject to immediate discipline, up to and including termination, depending on the nature and severity of the conduct.

Allegations of conduct in violation of this provision are subject to the grievance procedure set out in this Agreement.

This policy prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District relating to this policy.

### **Article III - Negotiation Procedures**

- 3.1 Negotiating teams, as appointed by the School Board and by the Association, shall meet to conduct negotiations over qualified negotiable items as submitted.
- 3.2 Requests for meetings may be made by one party directly to the other in writing, signed by the designated representative. In the case of request to the Board of Trustees, such request will be made to the Superintendent or his/her designated representative. In the case of requests to the Association, such requests shall be made to the President. The negotiating teams will meet, initially, within ten (10) school days at a mutually agreed time and place. All such requests shall contain the specific reasons for the meeting requested. Written requests for meeting,

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conforming to this policy, shall be honored only from officers or designated representatives of the parties.

- 3.3 When the subject of negotiating requires the budgeting of money by the School Board, the Association shall give such notice on or before January 1.
- 3.4 The negotiating teams will make a good faith effort to resolve matters to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either team may, if it so desires, utilize the services of outside consultants.
- 3.5 The School Board and the Association agree to provide any information that will assist in developing constructive proposals in behalf of Teachers, students, and the school system. Such information shall include complete financial reports, the tentative budgets for the next school year, and all Association data which bears upon proposals.
- 3.6 For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to research, to study and to develop projects, programs, and reports, and to make findings and recommendations to the parties.
- 3.7 It is understood and agreed that all tentative agreements negotiated between the negotiating teams shall then be set down in writing, dated, and initialed by both parties when agreement is reached.

#### **Article IV - Mediation and Fact-Finding**

- 4.1 Mediation and Fact-finding will be carried out in accordance with NRS 288.
- 4.2 Funding: If mediation or fact-finding is needed, the School Board shall pay one-half (½) of the cost of mediation or fact-finding, and the Association shall pay one-half (½).
- 4.3 Release Time: During mediation and fact-finding, two (2) members of the Association's negotiating team shall be allowed release time on any day without loss of pay, and substitutes, if required, shall be provided by the Association.

#### **Article V - Grievance Procedure**

##### **5.1 Definitions**

- 5.1.1 A "grievance" is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions of the Agreement.
- 5.1.2 The "grievant" is a Teacher, a group of Teachers, or the Association, asserting a grievance.
- 5.1.3 A "party of interest" is any person or persons, with reference to his/her contract, who takes action or against whom action is taken in order to resolve the complaint.
- 5.1.4 The term "school day" when used in this article is defined as a working school day. When a grievance is submitted on or after June 1, time limits shall consist of all



weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

## 5.2 Purpose

- 5.2.1 The purpose of this article is to provide a clearly outlined procedure whereby Teachers may secure a full hearing and resolution of their grievance under this Agreement.

## 5.3 Structure

- 5.3.1 If in the judgment of the Association, a grievance affects a group of Teachers or the Association, the Association may initiate and submit each grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the procedure, even though there is no individual grievant who wishes to do so. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Level Two.
- 5.3.2 In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Level Two.

## 5.4 Informal Discussion

- 5.4.1 Both parties encourage employees covered by this Agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude a Teacher with a potential grievance from informally discussing the problem with their immediate supervisor prior to filing a formal grievance although such discussions are not a part of the formal grievance procedure.
- 5.4.2 If a Teacher requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussion will be held as soon as reasonably possible. The teacher may request the presence of an Association Representative.
- 5.4.3 It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on their solution of that grievance or any similar grievance filed in accordance with this article.
- 5.4.4 Both parties may agree to extend the time-lines of subparagraph 5.1., below, in order to pursue a possible solution to a pending problem at the informal level. If a time-line extension has been initiated, the time-line countdown will begin again when either party notifies the other that the informal process is over. This will be done in

writing and will include the number of days counted as of the date of the agreement to extend the time-line.

#### 5.5 Procedure - Level One

- 5.5.1 A grievance as defined, must be filed in writing and signed by the grievant, alleging which terms or provisions of this Agreement under which the dispute arose, and must be filed not later than sixteen (16) school days after the Teacher or the Association first knew (or should have known) of the act or condition upon which the grievance is based.
- 5.5.2 The written grievance must first be presented to the affected Teacher's appropriate supervisor or his/her designee, except as noted in Section 5.4., above.
- 5.5.3 The above condition(s) does not prevent the party in interest from first discussing the issue with his/her immediate supervisor with the object of resolving the issue informally. See section 5.4.1., above.
- 5.5.4 Within eight (8) school days after receipt of a grievance, the appropriate supervisor or his/her designee, shall meet with the affected Teacher for the purpose of discussing the merits of the grievance involved.
- 5.5.5 The immediate supervisor shall within eight (8) school days render his/her decision and the reasons in writing to the Teacher and his/her representative if any.

#### 5.6 Level Two – Superintendent (or his/her designee) of Schools

- 5.6.1 In the event the grievance is not resolved at Level One, the affected Teacher may submit the unresolved written grievance to the Superintendent or his/her designee no later than eight (8) school days after receiving the written reply from his/her immediate supervisor.
- 5.6.2 If the grievance is not filed with the time limit (eight school days), the grievance is withdrawn.
- 5.6.3 The Superintendent or his/her designee shall meet with the affected Teacher and/or a representative of the Teacher's own choosing within the eight (8) school days after receiving the grievance.
- 5.6.4 The Superintendent or his/her designee shall forward to the affected Teacher and his/her representative, if any, within eight (8) school days after the meeting referred to in subparagraph 6.3., above, a written response to the grievance.
- 5.6.5 As part of the disciplinary process, at its discretion and based on the severity of the alleged behavioral issue, the District may hold a pre-disciplinary meeting with an employee who staff recommend be subject to disciplinary action. The pre-disciplinary meeting will be held prior to the Superintendent's issuance of a disciplinary recommendation to the Board as required by NRS Chapter 391. The pre-disciplinary meeting will be conducted by the Superintendent, or his/her

designee. The Association has the right to skip Level Two of the Grievance Procedure in situations where a pre-disciplinary meeting is held.

#### 5.7 Level Three - Mediation

If the aggrieved party is not satisfied with the disposition of the Grievance in Level Two, Superintendent Level, then the parties may mutually agree to present the Grievance to Mediation within eight (8) school days after the Superintendent's response to Level Two.

Procedure for Grievance Mediation:

- 5.7.1 The Superintendent must respond to a Grievance request for Mediation within four (4) school days.
- 5.7.2 A Mediator will be obtained from the Federal Mediation and Conciliation Service.
- 5.7.3 The Mediator shall confer with the Superintendent or his/her Designee and the Association, and hold a hearing promptly. If the meeting is unable to be held within 16 school days, the Association has the option of moving the Grievance to the next level.
- 5.7.4 Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings.
- 5.7.5 If no solution is reached to the satisfaction of both parties, the Grievance and all information in Levels One and Two shall be submitted to the next level.

#### 5.8 Level Four - Arbitration

- 5.8.1 In the event a grievance is not settled at Level Two, the Association or the individual Teacher, if such individual Teacher is asserting his/her right under NRS 288.140(2), not later than eight (8) school days after receipt of the written reply from the Superintendent may request arbitration in accordance with the provision set forth below. A request for arbitration shall be made by delivery to the Superintendent or his/her designee of a written notice of intent to arbitrate, provided that in the event such action is being taken by a Teacher acting as an individual, a copy of such request shall be delivered at the same time to the Association.

- 5.8.1.1 If both the District and Association agree to Expedited Arbitration in writing within five (5) calendar days of any request for arbitration pursuant to this Article, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association.  
Within ten (10) calendar days after such written notice of submission to arbitration and written agreement to expedited arbitration, the District and the Association will agree to an arbitrator from a requested list of seven (7) arbitrators provided by the American Arbitration Association. Each party shall alternatively strike names from the list, and the name

remaining shall be the arbitrator. In striking names, the Association shall strike first.

- 5.8.2 Within five (5) calendar days after written notice of submission to arbitration, the Superintendent and the Association or the individual Teacher as provided for in the preceding section shall request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) by either party. Within ten (10) calendar days after receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternatively striking one name until the name of one arbitrator remains who shall be the one to hear the dispute in question. In striking names, the Association shall strike first. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator.
- 5.8.3 The arbitrator shall promptly schedule a hearing on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a Teacher acting as an individual, the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association's rights under NRS 288.033(2) or NRS 288.140(2) are involved. The arbitrator may make such further inquiry investigation as he or she deems necessary and, unless extended by mutual agreement, shall issue his/her report within thirty (30) calendar days from the final hearing day or submission of briefs, whichever is later.
- 5.8.4 Unless such rules are in conflict with this Agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the labor arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.
- 5.8.5 All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees, and the Association only and shall set forth his/her findings of fact, reasoning and decisions on the issues submitted. The arbitrator's decision shall be final and binding on all parties to this Agreement and shall be in accordance with the terms and conditions of this Agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this Agreement.
- 5.8.6 The expenses of arbitration shall be shared equally by the School District and the Association and/or the individual Teachers involved.

#### 5.9 Release Time

Any investigation or processing of any grievance shall be scheduled outside of the Teacher's workday without pay.

#### 5.10 Miscellaneous

- 5.10.1 Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his/her own choosing.
- 5.10.2 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative, or any participant in the grievance procedure by reason of such participation.
- 5.10.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. These files are to be available to the grievant upon request. . When a grievance is resolved, all written and printed materials acquired during the processing will be destroyed, unless such materials substantiated a violation of the Professional Practice Act (NRS Chapter 391), in which case this material will be placed in the personnel file of the individual(s) concerned.
- 5.10.4 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and an effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 5.10.5 All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
- 5.10.6 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.
- 5.10.7 The Board and the administration will cooperate with the Association in its investigation of any grievance, and further will make available to the Association such information pertinent to the grievance.
- 5.10.8 Those settlements that are confidential will be mutually respected and remain confidential.
- 5.10.9 No reprisals of any kind will be taken by the School Board or by any members of the administration against any party because of filing a grievance or because they participated in the grievance procedure on behalf of the grievant and/or the Association.
- 5.10.10 The sole administrative remedy available to any Teacher for any alleged breach of this Agreement or any alleged violation of the rights assigned to teachers through this Agreement will be the grievance procedure set out in this Agreement. This provision applies to all claims/complaints/charges that the District has violated a right of the Association or a Teacher, including a claim, complaint, and/or charge that a teacher has been discriminated against in violation of this Agreement.

The parties agree that the Grievance Procedure set out herein is the most efficient means of resolving issues between the its membership and the District. As such the parties expressly waive the right to bring alleged violations of any rights under Nevada's worker's compensation statutes, NRS Chapter 613, Title VII of the Civil Rights Act of 1964, 42 USC § 1981, the Family Medical Leave Act, and any allegations under the Fair Labor Standards Act outside of the grievance procedures set out herein.

Nothing contained herein shall deprive a teacher or the Association from pursuing a claim, charge, or complaint that he/she/it has a legal right to pursue before the EMRB, or in state or federal court. However, should the Association or any teacher, pursue a complaint or charge under NRS Chapter 391, or another administrative remedy other than that provided under this grievance procedure, he/she/it will not be entitled to challenge the same issue through the application of the Grievance Procedure set out within this Agreement. The purpose of this provision is to prevent duplicative arbitration and litigation which could result in conflicting decisions.

## **Article VI - Association Rights**

### **6.1 Association Rights**

- 6.1.1 The School Board hereby agrees that every certified employee of the school district shall have the right freely to join the Association for the purposes of supporting the cause of education and the welfare of the Teachers and Children.
- 6.1.2 The School Board will not discriminate against any Teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association, or his/her participation in any grievance.
- 6.1.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. All use will be coordinated with the building Principal. Any janitorial expense incurred because of the meeting outside the normal school day or week will be the responsibility of the Association.
- 6.1.4 The Association shall have the privilege of using School District equipment, such as copiers, computers, fax, etc. The Association will pay a flat fee of \$250.00 per year for use of District equipment. The Association will reimburse the district for actual costs of fax transmissions made for Association business. The Association will assume responsibility for any damage to involved equipment caused by improper operation during its use by the Association. The Association agrees to use equipment at times which gives priority to instructional purposes.
- 6.1.5 The Association shall have the privilege to install and maintain a bulletin board in each teachers' lounge of each school building. Maximum size shall not exceed four feet by four feet. Copies of materials to be displayed on each such bulletin board will be shown to the building Principal. The Association shall have the exclusive right to use school mailboxes and interschool mail service provided that all material is identifiable as Association material and the Association accepts the responsibility for such material. Copies of such material shall be made available to the building Principal.
- 6.1.6 The Association shall be allowed adequate time (30 minutes) during the first general meeting of all Teachers at the beginning of each school year for presentation of the Association and its officers. Furthermore, the LCCTA president will be given recognition of the Teacher of the Year program and his/her presentation will be sequenced so as not to have the president the last item or event on the program.
- 6.1.7 The School Board agrees to grant leave at the discretion of the Superintendent for Association representatives to attend workshops, conferences, conventions and other Association activities. The Association will be charged the substitute daily rate for all Association leave taken.

## 6.2 Communication and Policy Change

- 6.2.1 When changes are made with reference to district policy, the Association will be notified of such changes and, if possible, will have prior notification. Employees are required to comply with Board Policies. Board Policy, when in conflict with the Master Contract, is superseded by the Master Contract.

## Article VII - Rights of Teachers

- 7.1 The School District will provide legal assistance for any Teacher who is sued for assault or other alleged instances which occur in the pursuit of his/her duties. The extent of such legal assistance is that provided in connection with the School District's liability insurance protection.
- 7.2 No written criticism concerning a Teacher shall become a part of the Teacher's personnel file without the Teacher first being presented a signed and dated copy thereof within a reasonable time after a problem is recognized and given the opportunity to discuss the matter with the Principal.
  - 7.2.1 Following the first meeting about the potential written criticism the principal has eight (8) school days to complete the final document for submission to the Teacher for his/her signature and placement in the Teacher's personnel file.
  - 7.2.2 The material must have a clear and definable course of action to assist the Teacher toward improvement in areas of concern.
  - 7.2.3 The material must have a date when the material will be removed from the Teacher's file.
  - 7.2.4 The Teacher has the right to answer any written material and place it in their personnel file.
  - 7.2.5 The Principal's final decision and the Teacher's answer shall be submitted to the appropriate supervisor who shall forward it to the person responsible for maintaining such files. This person shall attach the answer to the related material in the file and send verification to the Teacher that the material has been attached and filed.
    - 7.2.5(a) If a request for information is made by the appropriate authorities related to this issue, the Teacher's answer shall be forwarded along with related document.
  - 7.2.6 No un-attributed materials shall be placed in the teacher's official personnel file.
- 7.3 Personal observations by the Principal regarding specific behaviors which may be included as the basis for a developing or ineffective evaluation shall be called to the employee's attention in writing as per applicable performance evaluation guidelines established in NRS 391 and/or



as approved and published by the Nevada State Department of Education within sixteen (16) school days after the observation.

- 7.3.1 Observations which contribute to a teacher's summative evaluation rating may take place virtually (through streaming video platform) but will be conducted in person when possible.
- 7.4 A Teacher may restrain a pupil when it is essential for self-defense or for the protection of other persons or property.
- 7.5 The Teacher shall be protected by the Principal against all unnecessary interruptions during classroom time. This is not to exclude normal classroom visitations by the Principal.
- 7.6 Routine maintenance and repair work should be accomplished with the least possible interference to classroom activities at the discretion of the Principal.
- 7.7 Teachers hired after the beginning day of a school year shall be given credit for one full year of service and shall be eligible for advancement on the salary schedule provided they have been employed for 690 working hours by the District.
- 7.8 Teachers shall be informed of their teaching assignments for the ensuing year, as well as the schools in which they are to teach, prior to the end of the current school year. Teaching assignments may change due to extraordinary or unforeseen circumstances with the concurrence of the Association President and the Superintendent.
- 7.9 The Specified term of the contracted hours of employment within each Teacher's contract will be 1402 hours not to exceed 151 days (Teaching Hours which are defined as the total of all hours in 144 teaching days). The rate of reduction and the rate of additional compensation shall be based on 1/1402<sup>th</sup> hours or 1/151<sup>th</sup> days of the individual certified staff member's salary, depending upon the schedule to which the teacher is assigned.
- 7.10 Teachers shall not be compelled to attend meetings at which sales personnel are giving presentations. The Association and its representatives shall not be considered sales personnel.
- 7.11 No post-probationary Teacher will be disciplined, suspended, demoted, terminated, or dismissed without Just Cause. Probationary teachers shall retain all rights under NRS Chapter 391.
- 7.12 A Teacher may request and have representation from the Association at any scheduled meeting with an administrator when the meeting deals with matters relating to disciplining the Teacher.
- 7.13 The District will consult with the Association and consider its recommendations before any changes are made in the Teacher evaluation policy. The District will follow applicable performance evaluation guidelines established in NRS Chapter 391 and/or as approved and published by the Nevada State Department of Education.

7.14 The District shall provide teachers with information regarding students that have, within the past three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person and with whom they may have consistent contact as specified in NRS 392..

7.15 Members of the bargaining unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.

#### 7.16 Notification of Complaints

Except for criminal or welfare investigations, no formal action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter has been reported in writing to the teacher within eight (8) school days of said complaint. Notice shall be deemed adequate if it is mailed to the address provided by the teacher by certified letter.

Any complaint which is not acted upon after investigation by the District shall not be considered in the teacher's evaluation and shall not become part of the teacher's personnel file and shall not be used against the employee in any action by the District.

If a Teacher requests a copy of a complaint, the District may supply the Teacher with a redacted copy of the complaint so as to ensure that the identity of the co-worker remains confidential.

If a complaint is relied on by the District to support disciplinary action, the identity of the complainant will be revealed if the complaint is requested during the grievance process.

#### 7.17 Parent Complaints

Teachers shall be provided copies of any written parent complaints prior to being placed in the personnel file. Teachers shall have the right to be present during parent conferences that bear upon the teacher's responsibilities, but is not required to be present, and shall be given prior notification of the nature of the meeting. The notification can occur immediately prior to the meeting, e.g. a telephone call from the administrator, and should give the teacher an opportunity to bring any relevant materials to the meeting. A principal may confer with the parents without teacher attendance when such meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

7.18 Lander County School District will not direct any employee to perform a duty that violates a health and/or safety guideline established by the Nevada State Occupational Safety and Health Administration (OSHA) or the provisions of NRS Chapter 392.

7.19 Certified staff shall have the right to a fair evaluation in accordance with the evaluation procedures set out in NRS Chapter 391. Should an employee feel like their evaluation was conducted in violation of NRS Chapter 391, they have the right to grieve the procedures applicable to the development of their evaluation. Grievances must be filed within eight (8) contract days, and such grievances must be accompanied by a copy of the evaluation at issue,

all observations, pre- and post- conference dates and a written statement why the employee feels like their evaluation did not comply with NRS Chapter 391's procedural requirements. If an employee's evaluation is deemed not to comply with NRS Chapter 391, the District will reevaluate the employee in compliance with a reevaluation schedule established between the employee and the District Superintendent, and or, his/her/their designee.

- 7.20 The Association recognizes the use of surveillance cameras (audio and video) as an important tool in the safety and security of our students, staff, families, and facilities. The use of classroom surveillance cameras shall be limited to administrators and law enforcement officers when a situation warrants that law enforcement needs to intervene. Administrators may authorize staff and legal counsel to review surveillance camera recordings when necessary for an administrative purpose, including conducting internal investigations and/or issuing discipline. Administrative assistants may not access surveillance cameras without prior written authorization from an Administrator concerning the event under review, unless the footage relates to public areas, including the outside perimeter of their building, hallways, and common areas. If a family member of a student requests to see surveillance footage, every effort will be made to protect the identity of other students in accordance with FERPA. Should surveillance be shown to a family member, teachers shall have the right to be present during the viewing of the footage. Surveillance camera footage (audio and video) will not be used as evidence of a teacher's performance in the teachers' annual evaluation without prior written consent, this restriction does not apply to disciplinary action noted in an evaluation which relied on surveillance footage as a basis for the disciplinary action. Staff may request to review footage of themselves and their classrooms; no reasonable request will be denied. Footage may be requested within 30 days of an incident.

## **Article VIII - Professional Behavior and Progressive Discipline**

- 8.1 The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of statute, policy, or guidelines applicable to staff performance and/or conduct by a Teacher reflect adversely upon the teaching profession and create undesirable conditions in the school system. Such conduct may be subject to disciplinary action, at the discretion of the District, up to and including termination. The severity of disciplinary action will be based on the severity of the misconduct. The District will apply progressive discipline in accordance with the progressive discipline guidelines set out in Article 8.2.

### **8.2 Progressive Discipline Process:**

- 8.2.1 Progressive disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which do not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.

- 8.2.1 The District will, through a progressive discipline system, give employees the opportunity to improve their job performances and/or behaviors which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency or behavior being corrected. The District will use its Educator Behavior Assistance Plan (EBAP) document to structure behavioral and conduct based disciplinary responses and admonitions, where appropriate. For instructional issues, the District will use the state NEPF Employee Assistance Plan form (EAP), whichever document applies to the situation.

The District, at its discretion, may issue discipline at any level of the framework set out in this provision, in response to the severity of the performance and/or behavioral matter at issue, as set out in the EBAP or EAP, whichever document applies in the situation.

- 8.2.2 If disciplinary action is deemed necessary, the District will follow the steps of progressive discipline set out below, unless, at its determination, heightened disciplinary action is warranted:

8.2.2.1 Verbal Warning:

A verbal warning is given to the employee for the first occurrence of a minor offense. A verbal warning is administered by the employee's immediate supervisor. Written documentation of the verbal warning will be recorded on an EBAP / EAP, and placed in the employee's file for one calendar year from the date of the warning. After one-year documentation for the verbal warning will be removed from the employee's file.

8.2.2.2 Written Reprimand:

A written reprimand is given to the employee in the first instance of more serious offenses or after repeated instances of minor offenses. The reprimand is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit.

The written reprimand will be documented on an EBAP/EAP and placed in the employee's file along with a copy of the written reprimand. Once the conduct and/or behavior issue has ceased, the EBAP / EAP and written reprimand will be removed from the employee's file and destroyed three (3) years from the last occurrence of the behavior and/or conduct as indicated on the EBAP / EAP.

Where the District finds that a teacher's conduct or behavior warrants this level of disciplinary action, the District may issue a written reprimand without issuing a verbal reprimand as set out in this provision.

The employee is required to read and sign the formal reprimand and associated EBAP / EAP. He/she has the right to appeal this matter to the Superintendent, or his/her designee. Written reprimands are not subject to grievance under this Agreement.

8.2.2.3 Suspension Without Pay:

If, despite previous warnings or reprimands, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. While suspended, the employee is barred from working for the period of time set out in his/her suspension, and his/her salary is reduced accordingly.

Alternatively, where the District finds that a teacher's conduct or behavior warrants this level of disciplinary action, the District may issue a suspension without engaging in the lesser levels of disciplinary action set out in this provision.

The length of a suspension-without-pay may range from one (1) to sixteen (16) days. The employee is required to read and sign the formal disciplinary decision and EBAP/EAP.

8.2.2.4 Termination:

After sixteen (16) days of suspension during one school year, a decision to terminate employment may be made.

Alternatively, where the District finds that a teacher's conduct or behavior warrants this level of disciplinary action, the District may terminate a teacher's employment without engaging in the lesser levels of disciplinary action set out in this provision.

The employee is required to sign the disciplinary decision, EBAP/EAP, and formal termination documents and has the right to grievance regarding the disciplinary decision.

8.2.3 Signatures on disciplinary documents indicate the employee has received a copy of the document and does not indicate they agree.

## **Article IX - Teacher's Hours - Teacher Work Day**

- 9.1 Teachers shall not be required to be on a total schedule of more than 37.5 hours per week including lunch with the exception of the following:
- 9.1.1 In an emergency, teachers may be required to remain longer to attend general faculty meetings and special meetings when called by administrators.
  - 9.1.2 The responsibility of the Teacher to be available for conferencing with parents is recognized as a Teacher's professional responsibility and shall be encouraged by the Association. Teachers are expected to be available to parents and students for consultation outside regular school hours at mutually convenient times.
  - 9.1.3 Each building administrator working with his/her instructional staff shall define and coordinate instructional and non-instructional assignments which are parts of his/her building's standard instructional program.
  - 9.1.4 Assignments outside this time period will be first offered to staff members on a voluntary basis. Assignments not accepted voluntarily will be assigned among all staff members in an equitable manner by the building administrator.
  - 9.1.5 Every effort will be made to limit non-voluntary assignments outside the Teacher workday to one per staff member in any four (4) week period of the school year.
  - 9.1.6 Non-instructional assignments referred to in this section are defined as academic team meet workers, gate security, announcing games, timekeeper, table assistant, concession, football chain crew, line judge, and other assignments related to athletic events. All such voluntary or assigned duties shall be paid at the rate of \$12.00 per hour.
  - 9.1.7 Unless scheduling conflicts or program demands interfere, aides employed by the school will be assigned recess, bus, or lunch duty as part of their responsibilities.
  - 9.1.8 The building administrator shall have the authority to permit divergence by Teachers from the regular school day.
  - 9.1.9 Teacher participation in open house night and Parent-Teacher conference nights are required within the 1402 hour contract.
  - 9.1.10 Each building administrator and PLC team members will establish PLC focus and direction yearly, per semester, or monthly as determined by the group. PLC time may occasionally (pending approval of all involved parties and the principal) be used for IEP, MDT, and ICAT meetings. District directed content shall be part of the administrator's allotted PLC time
- 9.2 Teachers shall have duty-free lunch of not less than thirty (30) minutes without interruption.

- 9.3 Travel time of any Teacher required to travel during the normal school day shall be considered as part of such Teacher's teaching day. Mileage will be granted such Teachers when using their own vehicles if transportation is not provided.
- 9.4 The District is encouraged to consult with the Association regarding any contemplated changes to preparation periods.
- 9.5 All Teachers in the District shall have no more than a maximum of seven and one-quarter hours (7 hours and 15 minutes) of instruction per day, not to exceed twenty-nine instructional hours per week (29 hours). For the purpose of alternative scheduling teachers will have no more than a total of 58 hours biweekly.
- 9.6 The District shall provide time for Teacher preparation and planning during the regular Teacher school day. This time shall be used to develop and refine professional skills, and to enhance instructional effectiveness.
- 9.7 Teachers shall be assigned not less than 45 consecutive minutes per day as preparation time. The District shall have the authority to schedule the preparation period before, during, or at the end of the student instructional day. Teacher preparation periods shall be uninterrupted and free from other assignments. Teachers, however, shall have the discretion to arrange parent or student conferences, or meetings with District staff during the preparation period.
- 9.8 To ensure uninterrupted consecutive preparation time the daily starting and ending times may be adjusted for individual teachers.
- 9.9 Teachers who are required, in the course of their employment, to travel between buildings, will be scheduled to provide sufficient time for such travel. Travel requirements greater than one-half (½) mile, one-way, will be reimbursed to the Teacher at the state mileage rate, if District transportation is not available.
- 9.10 Teacher preparation will be prorated on the basis of half time or full-time employment.
- 9.11 The Association shall be consulted regarding alternative scheduling plans to ensure the plan meets the parameters of the contract.

## **Article X - Reduction in Force**

- 10.1 The School district retains the right to determine when a reduction-in-force (RIF) layoff is necessary, the number of individuals whose employment must be terminated, and the areas of instruction and/or School District operations within which such reductions in force will occur. The LCCTA President will be notified of any such reduction and LCCTA will be given opportunity to confer and consult with the District prior to any such reduction.
- 10.2 Any RIF implemented by the District will be conducted in accordance with NRS 288.151.
- 10.3 Procedures for RIF of Post-Probationary Teachers:

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In the event that further staff reduction is necessary and a teacher's seniority as defined by NRS 288.151 becomes a factor in the District's decision determining the order in which remaining teaching staff will be reduced. The Board will determine seniority based on

the number of years of service commencing with the first day of the semester in which a teacher begins working for Lander County School District. Teacher(s) commencing work after the beginning of the semester shall be credited with proportionally less seniority, as determined by the actual date the Teacher(s) began work subsequent to the beginning of the semester.

In the event two or more Teachers have the same semester seniority, Teacher(s) commencing work after the beginning of the semester shall be credited with proportionately less seniority, as determined by the actual date the Teacher(s) began work subsequent to the beginning of the semester.

- 10.4 In the event that two or more Teachers have the same seniority, the following determination of seniority will take place:

- 10.4.1 Date of Hire;
- 10.4.2 Date the Letter of Intent or Teaching Contract was signed;
- 10.4.3 Date of Application to the District;
- 10.4.4 Draw Lots.
- 10.4.5 Service rendered beyond the normal 151-day school year (i.e., summer teaching, etc.) shall not add to the Teacher's seniority.

- 10.5 Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.

- 10.6 Employees may be on lay-off status for up to three years. The District will maintain a list of those employees on lay-off status. A copy of the list and any changes will be provided to each employee on lay-off status and the Association. Any teaching vacancy not filled by transfer/reassignment will be offered to those employees on lay-off status in reverse order of lay-off (i.e., the most senior laid-off employee, first recalled), provided he/she holds the minimal requirements of licensing.

- 10.7 Notice of recall will be given by registered mail at the last address given to the District by the employee. A copy of the notice will also be provided the Association. Failure to accept recall in writing postmarked within ten (10) days of the postmarked notice of recall will constitute a refusal of the position offered. Persons on lay-off status should consider maintaining communications with the District office when extended out-of-town travel is undertaken.

- 10.8 Employees on lay-off status will remain on the recall list unless an employee:

- 10.8.1 Waives recall rights in writing;
- 10.8.2 Resigns;
- 10.8.3 Fails to accept recall to the position held immediately prior to lay-off.

Upon return to employment following recall the employee will be entitled to all rights and benefits under this agreement including accumulated and unused sick leave.



- 10.9 The District will provide the Association President or designee with current seniority list not later than October 1<sup>st</sup> of each school year. Any disagreements regarding the list will be resolved under the negotiated grievance procedure. The current list will be posted on the Association's bulletin board located at each school site.

## **Article XI – Vacancies, Transfers, and Reassignments**

### **11.1 Vacancies:**

- 11.1.1 A vacancy is any position previously held by a licensed employee, or which is newly created by the Board of Trustees and must be filled by a licensed employee, which is not subject to an internal worksite reassignment.
- 11.1.2 All vacancies shall be posted on the District's website for at least four (4) working days before the vacancy is advertised to the public. During the school year, all vacancies will be emailed to all teachers at least four (4) days before the final date for submitting applications.
- 11.1.2.1 All positions will first be opened to current licensed District employees for a period of four (4) working days prior to the position being posted to applicants outside the school district.
- 11.1.3 Applications from currently employed Teachers will be accepted and given equal consideration to new applications for transfer or promotions into positions for which they are qualified.
- 11.1.4 No vacancy shall be filled until the vacancy has been posted for a period of four (4) working days, with the exception that during the summer months of June, July, August, and September, sudden vacancies may be filled from comparable postings and/or interviews. The interview process shall include screening of applicants and interviews of qualified candidates with due consideration given to current employees and employees who may be on a one-year contract

### **11.2 Transfers and Reassignments:**

#### **11.2.1 Definitions:**

##### **11.2.1.1 Transfer**

The term "transfer" shall mean the movement of a teacher from one work site to another work site.

##### **11.2.1.2 Reassignment**

The term "reassignment" shall mean the movement of a teacher from one grade level or subject area to a different grade level or subject area at the same work site.

- 11.2.2 A Teacher, who is transferred or reassigned, shall not suffer loss of salary, fringe benefits, or seniority. This includes Teachers returning from approved leave of absence.
- 11.2.3 The Teacher to be transferred or reassigned will be given enough advance notice to make the transition smoothly. The Teacher will be given three (3) school days, without students, to prepare in the case of transfer or reassignment during the school year. The District will provide assistance in moving the Teacher's materials if classroom relocation is necessary.
- 11.2.4 Reasonable moving cost will be borne by the District if a teacher is transferred to another attendance area.
- 11.2.5 Voluntary Transfer or Reassignment
  - 11.2.5.1 The District shall seek volunteers for transfer or reassignment when filling a vacancy. All vacancies, which are not subject to an involuntary reassignment based on school needs, will first be opened to current licensed employees for a period of four (4) working days prior to the vacancy being posted to applicants outside the school district.
  - 11.2.5.2 Licensed employees will be notified of these vacancies via District e-mail.
  - 11.2.5.3 Employees seeking voluntary transfer or reassignment must complete an abbreviated application for every vacancy to which they wish to transfer or be reassigned and will be guaranteed an interview at that school/work site. This process will be followed for all vacancies created between October and May of each school year. During the months of June and July, the employee may request a transfer by completing the abbreviated application during the four (4) day posting period outlined above and qualified candidates will be guaranteed an interview.
  - 11.2.5.4 Should an employee be the only transfer or reassignment applicant and he/she is acceptable to the site administrator, no interview will be required, and the employee may be selected without interviewing outside applicants.
  - 11.2.5.5 The district will consider the following criteria for all applicants for transfer or reassignment: teacher license; teacher license endorsements; past professional experiences; other related work experiences in the District; college major and minor areas of concentration; degree held; other subject matter criteria peculiar to the positions being sought; experiences in school and community activities.

- 11.2.5.6 In the event the applicant for transfer or reassignment is not selected for the position, the reasons will be provided in writing to the Teacher by the Principal.

11.2.6 Involuntary Transfer

- 11.2.6.1 Involuntary transfers within the District shall be considered in the spirit of providing the best possible education for students.

- 11.2.6.2 Criteria for considering changes will be a request for volunteers:

1. If no volunteers, the least senior teacher who is qualified to teach the position will be assigned the position.
2. If only one volunteer, the transfer will be approved
3. If more than one volunteer, experience in the subject area/grade level shall be used

If the involuntary transfer requires the employee to move classrooms or offices outside of the regular contract day, the District will help with the move.

NOTE: When an involuntary transfer occurs, the principal and the employee will cooperatively work together to allow enough preparation time for the new assignment.

11.2.7 Involuntary Reassignment

- 11.2.7.1 A school administrator may reassign teachers based on the needs of the school. Reassignment shall always be considered in providing the best possible education for students and shall not be punitive in nature. Involuntary reassignment will not be punitive in nature.

- 11.2.7.2 Reassignment at each school site shall be the responsibility of the site administrator based on the needs of the school and students.

- 11.2.7.3 In grades Kindergarten through Six (6), should the reassignment be more than two (2) grade levels, the following criteria will be utilized when determining reassignment:

- Compatibility of the employee with respect to students, program, staff, and administration
- Experience in the subject/grade level

If the reassignment is involuntary and requires the employee to move classrooms or offices outside of the regular contract day, the District will help with the move.

## **Article XII - Group Insurance**

### **12.1 District Health Insurance Benefit.**

#### **12.1.1 Definitions:**

- (a) Lander County School District Health Insurance Plan(s) (the "Plan(s)"). The Plan(s) is/are the group health insurance plan or plans established by the Insurance Committee.
- (b) Lander County School District Insurance Committee (the "Committee"). The Committee is the body responsible for managing the Plans.
- (c) Plan Administrator. The Plan Administrator is the administrative body employed by the District to manage enrollment, the costs and claims incurred by the plans, and general administration of the Plans. The Plan Administrator reports enrollment, costs and claims incurred by the Plans, invoices the Plans to ensure costs and claims incurred within the Plans are paid by the District, and notifies the District of administrative matters.
- (d) Employee / Teacher. An employee is a certified teacher employed by the Lander County School District.
- (e) Retiree. A Retiree is a retired employee or teacher.
- (f) Dependent. A Dependent is a child or spouse, or other legally eligible individual as decided by the Committee, of a Teacher/Employee or Retiree.
- (g) Monthly Employee Only Cost (the "MEOC"). The MEOC is the monthly cost of an individual employee's enrollment in the Plan that the employee elects to participate in. The MEOC is determined by dividing the total costs and claims incurred by the individual employee's elected Plan, as set out in the monthly report created based on the total costs and claims reported by the District Plan Administrator.
- (h) Overage(s). When a Plan's MEOC exceeds the negotiated Maximum Contribution, that Plan is experiencing an overage. The difference between the MEOC and the Maximum Contribution per Employee is the amount of overage.
- (h) Regular Monthly Contribution. The Regular Monthly Contribution is the negotiated amount that the District will contribute on a monthly basis to the Plan(s) based on an employee's Plan enrollment.
- (i) Maximum Monthly Contribution. The Maximum Monthly Contribution is the negotiated maximum amount that the District will contribution on a monthly

basis to the Plans(s) based on an employee's Plan enrollment. The District is only required to make the Maximum Monthly Contribution to the Plan(s) when a Plan's MEOC exceeds the amount of the negotiated Regular Monthly Contribution.

- (j) Employee Contribution. An Employee Contribution is an amount established by the Committee which is deducted from employee paychecks to cover the cost of MEOC amounts that exceed the amount of the Maximum Monthly Contributions.
- (k) Insurance Fund (the "Fund"). The Fund is a budgetary fund established by the District to hold funding set aside for the purpose of paying claims and costs associated with Employee, Dependent, and Retiree participation in the Lander County School District Health Insurance Plan(s). Funding in the Fund will be reserved for healthcare uses as set forth in this Article.
- (l) PPO Plan. A PPO, or Preferred Provider Organization, Plan is a type of health insurance under which coverage is provided to participants through a network of selected health care providers, such as hospitals and physicians. Enrollees may seek care outside the network but pay a greater percentage of the cost of coverage than within the network. As used in this Article, the term PPO Plan refers to the District's PPO Plan option.
- (m) HSA Plan. An HSA, or Health Savings Account, is a personal savings account that may be set up on behalf of an employee to cover healthcare costs. As used in this Article, the term HSA Plan refers to the District's HSA Plan option, a high deductible health insurance plan that allows an employee to establish an HSA account from which pre-tax funds may be used to cover qualifying medical costs and expenses.

12.1.2 The School District agrees to offer group health insurance coverage, within the terms and conditions of the current Lander County School District Health Insurance Plan(s) to all employees and their dependents.

12.1.3 Life Insurance.

The District agrees to pay life insurance for its employees.

12.1.4 Retiree Benefit.

Teachers retired ("Retiree") from the District may purchase the above-referenced policies at the negotiated premium rates. At the time a Retiree, or a Retiree's Dependent, qualifies for Medicare, that Retiree and/or Dependent is no longer eligible to participate in the District's Insurance Plan(s).

12.1.5 Dependent and Retiree Premium Rates.

The premium rate for Dependent and Retiree coverage for participation in either the PPO or HSA Plan are set out in "Schedule C," and are subject to change from time to time at the direction, and sole discretion, of the Committee.

## 12.2 Plan Options.

The District will offer employees a choice for enrollment in a District sponsored health care plan covering medical, dental, vision, and term life insurance. During the annual open enrollment period, employees may choose to enroll in one of the following medical care plans offered by the District:

- (a) District regular group medical insurance plan (the "PPO Plan"), or
- (b) District high deductible medical insurance plan with a health savings account (the "HSA Plan").

## 12.3 District Insurance Fund

### 12.3.1 Administration of the Insurance Fund.

#### (a) Establishing the Insurance Fund.

Effective the first full pay period following the execution of this Agreement, the District will establish an Insurance Fund. At that time, the District will divide the Fund into two sub-funds, the PPO Fund and the HSA Fund (collectively the "Funds"). For example, the PPO sub-fund (the PPO Fund) will hold all contributions attributable to Employees, Dependents, and Retirees enrolled in the PPO Plan.

#### (b) Funding the Insurance Funds.

Effective the first full pay period following the execution of this Agreement, the District will fund the PPO and HSA Funds beginning on the first day of the month following the execution of the Agreement by the Board of Trustees. Funding for each Fund will be contributed by the District based on the number of Employees enrolled in the District's PPO and HSA Plans on the day of funding. Additionally, the District will deposit all premium payments from Retirees and Employees related to Dependent and Retiree participation in the Plan in which they are enrolled. All Dependent and Retiree Premium payments will be deposited in the Fund associated with the Plan in which the Retiree or Employee is Enrolled.

#### (c) Interest and Income on Fund Balances.

All income and/or interest earned on funds within the PPO and HSA Funds will remain in the respective Fund. Every month, at the end of the month, the District will calculate the interest earned for each Fund based on the Fund's ending fund balance that month and will attribute interest to the relevant Fund based on that month's Nevada State Treasurer's Local Government Investment Pool ("LGIP") interest rate at that time. Interest attributable to each Fund in accordance with the

calculation set forth herein will then be deposited in the respective Fund by the District.

(d) Monthly Fund Contribution Adjustment.

Each month, the District will adjust funding to correlate with the number of employees enrolled in the PPO and HSA Plans, adjusting its monthly contribution to reflect the number of Employees enrolled in each plan and the amount of the required contribution based on MEOC.

Where an Employee Contribution is received, the Employee Contribution will be deposited in the Fund associated with the Plan in which the Employee is enrolled.

(e) Fund Usage Restriction.

The District may not deduct funding from the Fund(s), except to repay costs and claims associated with Plan enrollment and usage and to repay District Premium Loans, as set out below, without prior consent from the Committee. The Funds may not be used for non-insurance related purposes such as augmenting other benefits, including wages.

12.3.2 District Premium Loans.

(a) When a Premium Loan May Be Issued.

Where the MEOC exceeds the District's Maximum Contribution for Employees in the PPO and/or HSA Plans, the Plan is considered to be experiencing "overages." The District may agree to loan the Fund funding to cover the difference between the actual monthly premium rate and the maximum contribution set out in Article XII. The District's decisions to provide, or not provide, a District Premium Loan and the amount of the Loan, and the number of months of overages the District agrees to cover with a Loan are discretionary, and not subject to grievance.

(b) Method for Repaying District Premium Loans.

District Premium Loans must be repaid to the District from the PPO and/or HSA Fund balance, whichever Fund experiences the MEOC related overage and requests a Loan. Payment against a District Premium Loan will be made in installments determined by the Insurance Committee. Premium Loan Payments must start within one year of the date that the Loan accrues, and a Premium Loan must be repaid in its entirety within six years of the date that the Loan accrues. A Premium Loan accrues on the date that the District agrees to pay a Plan's overages. The District will not charge interest against a Premium Loan.

(c) Costs and Claims Incurred in 2023:

The District agrees to cover all costs and claims incurred by the PPO and HSA plans between January 1, 2023, and December 31, 2023. This overage coverage will not be issued in the form of a District Premium Loan and is not required to be repaid. A cost and/or claim is incurred at the time of expenditure, not at the time a bill is received from the provider/pharmacy.

(d) Costs and Claims Incurred Between January 1, 2024, and March 30, 2024.

The District agrees to provide a Premium Loan to cover all costs and claims incurred by the PPO and HSA Plans between January 1, 2024, and March 30, 2024, that exceed the Maximum Contribution amounts contributed to the PPO and HSA Plans by the District for those months. This Premium Loan must be repaid in accordance with the terms of this Article. Repayment of the District's Premium Loan must begin within one year of the date that the loan accrues. The entire Premium Loan must be repaid within six years of the date that the loan accrues.

(e) Overages Incurred After March 30, 2024.

After March 30, 2024, should the MEOC for participation in the PPO and/or HSA Plans exceed the District's Regular Monthly Contribution, the Insurance Committee will convene within fourteen (14) calendar days of receiving notice of the overages from the District. At that time, the Insurance Committee will meet and determine a monthly Employee Contribution Amount that will be collected from employees, through a pre-tax payroll deduction, to cover overages in accordance with this Article. Employee contributions will be collected during the next pay period following the Committee's meeting to determine the amount of Employee Contribution required.

If a Plan experiences an overage after March 30, 2024, the Committee will immediately notify all Employees and Retirees enrolled in the Plan experiencing overages as follows: (1) their Plan is still experiencing overages, (2) the amount of the overage, (3) the Committee is meeting to determine an Employee Contribution that will be deducted from the Employee's paycheck following the meeting. Following the meeting, the Committee will immediately inform Employees and Retirees of the amount of the Employee Contribution established by the Committee.

12.3.3 Accounting.

- (a) The District will maintain separate accountings for its PPO and HSA Plans. Each month the Insurance Committee will be provided with a statement accounting for the following information concerning the funding for the PPO and HSA Plans: (1) the beginning balance of the respective plan's Fund; (2) the ending balance of the Fund; (3) all monies deposited into and withdrawn from the Fund; and (4) a statement concerning the Fund's health year over year.
- (b) Each month, the members of the Insurance Committee will be provided a monthly statement from the Plan(s) administrators outlining expenditures and contributions impacting the fund balance for the Plan(s) and recording those costs over the twelve



(12) months immediately preceding the monthly statement. The statements and reports provided to the Committee should provide sufficient information for the Committee to understand the fiscal health of the Insurance Fund, but the statements and reports provided to the Committee must not contain personal identifying information for any Plan members.

- (c) Use of funds in the PPO and HSA Funds will be limited to costs associated with the District's Health Insurance Plans, including payments of benefits and fees, payment of ordinary and usual expenses associated with the operation of the Fund, including administration fees.

#### 12.4 District Contributions.

##### 12.4.1 PPO Plan Enrollment.

The District agrees to contribute \$1,000.00 per month to the PPO Fund for every employee enrolled in the PPO Plan and will contribute up to a maximum \$1,200.00 per month to cover the MEOC when the cost of an Employee's monthly participation in the PPO Plan exceeds \$1,000.00.

##### 12.4.2 HSA Plan Enrollment.

Alternatively, for employees enrolled in the District's HSA plan, the District will contribute \$700.00 per month to the HSA Fund for every employee enrolled in the HSA Plan, and up to a maximum amount of \$900.00 per month to cover the MEOC when the cost of a member's monthly participation in the HSA plan exceeds \$700.00. Employees enrolled in the HSA Plan may request pre-tax amounts be withheld from an Employee's regular paycheck and contributed toward their HSA account, up to the current federal limit.

##### 12.4.3 Employee Contributions

###### (a) Addressing Overages.

###### i. *Level One Overages.*

A Level One Overage occurs when the MEOC associated with the PPO and/or the HSA plan(s), as determined by the cost/claim analysis provided by the District's Plan Administrator, exceed the District's Regular Monthly Contributions to the PPO and/or HSA Plan for a single month.

Effective January 1, 2024, when a Level One Overage Occurs, the Insurance Committee will meet within fourteen (14) calendar days of receiving notice of the overage(s). At that time, the Committee will discuss the health of the Funds, in particular the health of the Fund(s) encountering the overages, the aggregate amount of overages for that period, and the reason(s) for the overages.

ii. *Level Two Overages.*

A Level Two Overage occurs where the MEOC associated with the PPO and/or HSA plan(s), as determined by the cost/claim analysis provided by the relevant Plan Administrator (i) exceed the Regular Monthly Contribution for the PPO and/or HSA Plans(s) for two months within a four-month period, or (ii) exceed the District's Maximum Monthly Contribution for the PPO and/or HSA Plan(s) during a single month.

Effective January 1, 2024, when a Level Two Overage occurs, the Insurance Committee will meet within fourteen (14) calendar days of notification of the overage by the District. During this meeting, the Committee will discuss the health of the subject Fund(s) and options for preventing further overages. At that time, the Committee will discuss options for possible Employee Contributions to cover future MEOC overages and possible means of reducing costs and claims associated with the Plan in question, including a change to the benefits provided under the plan. Following the Committee meeting, the Committee will notify District employees of the overage(s), possible benefit impacts, and amount of a potential Employee Contribution if the overages continue.

iii. *Level Three Overages.*

A Level Three Overage occurs when the MEOC associated with the PPO and/or HSA Plan(s), as determined by the cost/claim analysis provided by the relevant Plan Administrator, (i) exceed the District's Regular Monthly Contributions to the PPO and/or HSA Plan(s) for three months during a six-month period, or (ii) exceed the District's Maximum Monthly Contribution for two months in a four-month period.

Effective January 1, 2024, when a Level Three Overage occurs, the Insurance Committee will meet within fourteen (14) calendar days of notification of the overage by the District to discuss the health of the subject fund(s). During this meeting, the Committee will discuss options for possible Employee Contributions to cover future premium rate overages and possible means of reducing costs and claims associated with the Plan in question, including a change to the benefits provided under the plan. During the meeting, the Committee will determine an Employee Contribution amount reasonably calculated to address the overages and to establish plan fund health, as set out in Subsection (b) below, and will alert the members' respective organizations, including members of the Association, in writing, that an Employee Contribution will be deducted out of the paychecks of the members participating in the plan experiencing overages.

Deductions may begin in the pay period following the issuance of the notice, but not less than 14 calendar days after the notice is issue, whichever period is longer.

The Committee has the authority to direct the District to assess any required deduction of the Employee Contribution determined by the Committee to be

deducted from employee paychecks. Such decisions and the following deductions are not subject to grievance.

Through December 31, 2024, the District will match any Employee Contributions required by the Committee.

(b) Plan Health and Committee Obligations.

It is incumbent on the Insurance Committee to establish a healthy Fund balance to cover overages, to pay back District Premium Loans in a timely manner, and to respond quickly to plan usage trends that will likely lead to the need for the Committee to implement Employee Contributions. A healthy Fund balance is equivalent to six months of Regular Monthly Contributions from the District, looking at the six months immediately preceding the meeting.

If either the PPO or the HSA plan fund drops below this threshold, the Committee has the authority to assess monthly Employee Contributions and must assess Employee Contribution(s) and order payroll deductions consistent with Employee Contribution(s) that are reasonably calculated to return the subject plan fund to the appropriate six-month threshold. While the amount of Employee Contributions, and the related payroll deductions, may be adjusted over time to conform with the subject Plan's needs and health, Employee Contribution amounts and related deductions must remain consistent until the subject plan reaches a healthy Plan balance, as set out herein.

12.4.4 Part-Time Benefit.

Employees working less than a full-time schedule may participate in the District's Health Insurance Plan. The District's Employee Contribution for employees working less than a full-time schedule will be prorated based on the number of hours the employee regularly works in a workweek, based on a full-time, nine (9) hour schedule. The remainder of the Regular or Max Contribution being contributed to the applicable Plan Fund will be paid by the Employee working less than a full-time schedule. Any Employee Contributions for any MEOC overages will be paid by the Employees in accordance with their existing pro-rated formula.

12.4.5 Unpaid Leaves of Absence.

Employees on unpaid administrative leave, or an unpaid leave of absence may elect to remain enrolled in the medical insurance plan, but will contribute the full monthly premium, based on the MEOC articulated in the Plan Administrator's claims and cost analysis during the period that the employee remains on an unpaid leave status, but not less than the District's negotiated Regular Monthly Contribution, which may vary from month to month. This provision does not apply to employees on Family Medical Leave Act leave. Employee contributions under Article 12.4.5 are not considered disciplinary.

12.5 The District Insurance Committee.

The District and the Association Agree to establish an Insurance Committee composed of one Board Member, four Teachers Association members appointed by the Association President, one administrator, the Classified Employee President, or his/her/their designee, and one retiree appointed by the Association.

- 12.5.1 The Committee is authorized to investigate and review the welfare of the Insurance Fund, establish Plans, determine plan benefits, including implementing modifications (including adjustments in premiums and changes to benefits), determine and assess Employee Contributions, and decisions concerning Stop-Loss Providers. The Committee's decisions / actions are binding on the parties and are not subject to grievance.
  - 12.5.2 Any changes to the District's contributions are subject to mandatory bargaining and shall be negotiated by the District and the Association.
  - 12.5.3 The insurance committee shall have the power to convene a special meeting. The Superintendent or Association President may call for a meeting of the Committee.
  - 12.5.4 The Plan fiduciary (Superintendent) shall call meetings of the Committee at any time he/she believes it prudent to meet. However, the Committee will meet at least once a quarter.
  - 12.5.5 All members of the Committee agree to work together, in good faith, to establish a plan that is cost effective and provides appropriate coverage and benefits for employees enrolled in the District's Healthcare Plans.
  - 12.5.6 Committee members may request the attendance of representatives and experts at Committee Meetings. Requests must be made in writing at least three days ahead of the Meeting. No request is necessary for the attendance of the Insurance Broker. No reasonable request will be denied. If an objectional invitation is offered, the Committee will vote on whether that person can attend the meeting.
  - 12.6.6 The Committee will establish rules for operation and administration of its Meetings. The Committee will elect a secretary to maintain records of the Committee Meetings.
- 12.6 The District agrees to provide pre-tax payroll deduction for Employee Contributions under this Article, if any are assessed by the Committee.
- 12.7 The District agrees to provide reasonable record keeping and/or verification of employment which may be required of the insurance carrier.
- 12.8 The Committee may, at its discretion, institute a wellness program that incentivizes wellness and fitness habits. The basis for providing incentives and the incentives provided under the Committee's wellness program shall be determined at the Committee's sole discretion. Participation in the Committee's wellness program is at the discretion of the employee. Funding for, including costs related to, any such wellness program will be deducted from the Insurance Fund based on the relevant employee's plan enrollment.

## **Article XIII - Staff Development**

13.1 Every three years, the Superintendent shall form a committee to develop a calendar for the ensuing school years. The committee shall consist of at least one Association representative from each District school. Final approval of subject calendar rests with the Board of Trustees. No staff development will be scheduled on the final two days of the contract.

### **13.2 School District Workshops**

13.2.1 Nevada schools must be in session 144 days; 144 days for 4-day week schools, in addition, all certified personnel under contract to the School District shall be required to be present for such days as shall be designated by the School District as orientation or workshop days preceding the opening of school, unless excused by the Superintendent and/or School Board. A Teacher's annual salary will be deducted for each day that is missed which is unexcused in the amount of 1/151st of his/her annual salary.

13.2.2 Teachers realize that orientation is an integral part of the school year. However, Teachers in their second or subsequent years shall be required to attend only that part of orientation that disseminates new information. At the end of the new information dissemination, the aforementioned Teachers shall be relieved to work in preparation of their classrooms for the new school year.

13.2.3 The Association may request District-wide workshops that its members have determined to be of interest and relevance to its members.

13.2.4 Teachers shall not be required by the District to attend overnight workshops, conferences, and training classes outside the District, but if offered and attended the teacher shall be compensated for travel expenses at the normal per diem rate.

13.2.5 For any required School District conference held more than twenty-five (25) miles from a Teacher's assigned school, the Board shall furnish transportation and expenses not to exceed the normal District's per diem rate.

13.2.6 Workshops, conferences, and other meetings held outside the teacher work-year are not mandatory.

The School District shall provide safe and adequate transportation for the required school business. This shall include staff development conferences.

## **Article XIV - Sabbatical Leave Program**

14.1 Upon proper application and approval of the School Board, a sabbatical leave of up to one school year's duration may be granted for professional improvement in the Teacher's area of specialization.

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- 14.2 A Teacher must have completed seven (7) consecutive years of employment with the District to apply for a one-year leave or five (5) consecutive years' employment in the District to apply for a one semester leave.
- 14.3 One member of the teaching staff, who has not previously been granted a sabbatical leave by the Lander County School District, may be on sabbatical leave during any one school year. The Teacher must apply prior to February 1 of the prior school year using forms prepared by the District. The Teacher must substantiate the benefit of such leave to the District and must describe the nature of the course of proposed study.
- 14.4 Salary is to be set at one-half ( $\frac{1}{2}$ ) of the amount of the Teacher's contract salary in effect during the sabbatical leave, exclusive of any extra duty pay. A Teacher approved for sabbatical leave who wishes to be paid while on leave shall furnish a security bond indemnifying the District against loss in the event the Teacher fails to render the minimum amount of job service required after the return from sabbatical leave. If the Teacher does not furnish a security bond, payment of sabbatical leave salary will be made in twenty-four (24) monthly installments added to the salary received by the Teacher during the next two years following the years in which the sabbatical leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during the sabbatical leave. That portion of the retirement fund contribution normally paid by the District shall also be continued. The sabbatical leave shall count for an experience increment as if the Teacher were not on a leave of absence.
- 14.5 The Teacher must agree to return to Lander County School District for a minimum of two years following one-year sabbatical leave. The Teacher must submit a written report which describes and evaluates the sabbatical leave, and give a verbal presentation to the School Trustees within the first 60 calendar days of the new school year of his/her return.
- 14.6 A sabbatical leave committee, comprised of two Teachers and an Administrator, shall be appointed by the District to review applications for sabbatical leave and make recommendations for approval by the School Board.
- 14.7 A Teacher returning from sabbatical leave shall receive the same appointment, if possible, as when the Teacher left on leave. The Teacher shall be assigned to the same attendance area and school if at all possible.
- 14.8 In the event a teacher on sabbatical leave is unable to complete the program for which the leave is approved, notice shall be given to the Superintendent identifying which portions of the program are not achievable and the reasons why they are not achievable. Such notice shall be given as soon as the teacher becomes aware of the program change, modification, or deletion. Failure to complete the approved leave program without notice and acceptable rationale as described above rescinds the sabbatical leave, experience credit may be withheld, and any payments by the District toward salary, health insurance and retirement shall be reimbursed to the District by payroll deduction over the ensuing contract year in equal installments.
- 14.9 Failure by the teacher to return to the District following completion of the approved leave pursuant to section five (5) of this article forfeits any right to employment and any payments made to the teacher during the term of leave shall be collected by the District through the surety bond and collateral posted prior to going on leave in an amount not to exceed payments made by the District to or on behalf of the teacher.

## **Article XV - Leave Other Than Sabbatical Leave**

### **15.1 Sick Leave and Disability Benefits**

- 15.1.1 Sick Leave Purpose: Sick leave is leave that will be granted to a Teacher who is unavoidably absent because of personal illness, temporary disability, medical appointments, accident, or because of the same in his/her immediate family. Sick leave may be used to care for members of the immediate family when the family members are unable to care for themselves. A teacher will be charged eight (8) hours of sick leave for a full day's sick leave absence if a substitute teacher's lesson plan is provided in advance. If no lesson plan is provided (in advance), the teacher will be charged nine (9) hours of sick leave. If recommended by the Principal and approved by the Superintendent, sick leave may also be used in the case of serious illness of persons other than the Teacher's immediate family or as bereavement leave. Sick leave use may be reviewed by the Superintendent. If a Teacher has abused the provisions of this article, personal leave days may be charged to the Teacher. If the Teacher has no personal leave days, the Teacher's salary may be reduced at his/her current daily rate for the number of days the abuse occurred.
- 15.1.2 Each full-time Teacher shall be credited with 112.5 hours of sick leave per year. Each half-time Teacher shall be credited with 56.25 hours of sick leave each year. Each Teacher shall be credited with accumulated unused sick leave from year to year. Teachers shall have the option of being paid \$5.15 per hour to a maximum of 1350 accumulated hours of sick leave when they retire or resign provided they have:
  - 15.1.2.1 Fifteen (15) years of contracted employment with the District; and
  - 15.1.2.2 Notify the district on or before May 10 of the intent to retire or resign.
  - 15.1.2.3 Exiting employees are encouraged to meet with Lander Human Resources Personnel to confirm accumulated sick leave.
- 15.1.3 Sick leave for licensed persons whose contracts are not written for one full year shall be prorated on the basis 112.5 hours per school year at the beginning of the contract period for each school month of such periods.
- 15.1.4 In the event a Teacher does not complete the number of days required by his/her contract, the number of sick days used in excess of the number of prorated days earned will be deducted at 1/151 of the regular rate when the final pay of the terminating Teacher is computed.
- 15.1.5 Elective or cosmetic surgery/treatment is not eligible. Sick leave will not be granted for elective or cosmetic surgery or other medical or surgical treatment which can be performed during vacation periods, provided that such treatment will not be detrimental to the health or safety of the individual. If in doubt, the School Board may require the attending physician's statement.

- 15.1.6 Teachers who have exhausted all their accumulated sick leave benefits may be considered for additional sick leave subject to the decision of the School Board.
- 15.1.7 Teacher who is forced to resign because of personal illness or disability will be considered for reemployment at such time as a vacancy occurs for which he or she is qualified. A Teacher must teach at least 701 hours of the contracted year to qualify for advancement on the salary schedule should he/she be re-employed.
- 15.1.8 The District will forward a copy of the substitute reporting form to the absent teacher noting the sick leave used by calibrating in half-hour increments.
- 15.1.9 As an incentive to help reduce sick leave use and increase the number of days Teachers are in the classroom, a stipend will be paid at the end of the school year at the rate as follows: zero (0) days used \$850; one (1) day used \$600; two (2) days used \$350.

## 15.2 Professional Leave

- 15.2.1 Professional leave without loss of salary and benefits will be granted for the purpose of attending professional meetings, conferences, classes, assemblies, conventions or other related educational activities upon the approval of the Superintendent, or School Board if denied by the Superintendent. Once approved, transportation and per diem will be provided.

## 15.3 Personal Leave

- 15.3.1 Teachers may schedule time off for a maximum of 27 hours during the school year within the 151 day school year for personal leave upon completion of one (1) year of service and the accumulations of 75 hours of sick leave. Teachers will provide at least four days' notice to the Principal except in the case of an emergency. Leave days may be denied when a substitute is unavailable; before or following the scheduled Christmas vacation; the first and last week of school; parent/teacher conference days; or collaboration days.
- 15.3.2 Personal leave will be approved by the Principal and denials may be appealed to the Superintendent.
- 15.3.3 As an incentive to help reduce personal leave use and increase the number of days Teachers are in the classroom, a stipend will be paid at the end of the school year at the rate of one-half (1/2) a Teacher's daily rate of pay for each personal day not used. One unused day of personal leave may be carried over to the following year, for a maximum of four (4) days.
- 15.3.4 Teachers will be notified the second Monday of September of the school year regarding their eligibility to use personal leave based on criteria detailed in 15.3.1.

## 15.4 Military Leave

- 15.4.1 Military leave shall be granted as provided by applicable federal statutes.



## 15.5 Maternity Leave

- 15.5.1 Upon verification from her physician that she is unable to perform her duties due to disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from, a Teacher shall have the option of charging such period of disability to her accrued sick leave.
- 15.5.2 A Teacher shall be granted a maternity leave without pay not to exceed twelve (12) calendar months. Request for leave should be submitted at least one month prior to the commencement of the requested leave.
- 15.5.3 Such leave may be requested at any time during pregnancy or within one year after the birth of the child.
- 15.5.4 No benefits shall accrue to the Teacher while on unpaid maternity leave, except that she shall be credited with one (1) year of service for salary advancement if she taught at least 92 days of the contracted year when such leave commenced.
- 15.5.5 In the event the Teacher is on probation, the year will be conducted towards completion of the probationary period provided she taught the major portion of the school year when such leave commenced.
- 15.5.6 Upon written application to the School Board, a maternity leave may be extended by the School Board for an additional period up to twelve (12) months.
- 15.5.7 Upon written notification to the Superintendent not later than one (1) month after placement of the child in the home, a Teacher shall be granted adoption leave which shall be equivalent to maternity leave in all respects.

## 15.6 Leave of Absence

- 15.6.1 Upon written petition to the Superintendent, supported by a letter from the Principal recommending such leave, any Teacher who has been employed in the School District for the preceding five (5) years and who has a record of satisfactory service may request leave of absence without pay for a period of time not to exceed one school year.
- 15.6.2 Requests for leave of absence without pay shall be considered only if presented prior to, or at the time of annual election of teachers, except in maternity leave cases, illness when recommended by the attending physician, or death in the immediate family.
- 15.6.3 A Teacher may request a leave of absence without pay after five (5) years if accepted into a program that will be of direct benefit to the educational program of the school district. The School Board, after careful consideration of such requests, may grant leave, provided that it is possible to secure a Teacher to carry on the work satisfactorily.

Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

- 15.6.4 Written notice must be filed with the School Board by March 1 of the year in which the leave is to conclude, stating whether or not the Teacher plans to return. Failure to give such notice will automatically forfeit the right of the Teacher to return.
- 15.6.5 Teachers granted a leave of absence will return to duty at the same status on the salary schedule, unless the Teacher has qualified for advancement. He/she shall also be credited with the unused sick leave accumulated up to the time the leave of absence was granted.
- 15.6.6 A Teacher has the constitutional right to become a candidate for any elective office and to serve in such elective office if elected. Teachers shall be granted leave of absence without pay to serve in any state Legislative office. When the Legislative session is over, the Teacher may return to his/her classroom.
- 15.6.7 Except as in 15.6.4 above, upon return of a Teacher from leave of absence, he/she will be assigned to the same position, if practicable, or to a similar position for which he/she is qualified if he/she has given written notice as provided above.
- 15.6.8 Short-term paid leaves of absence will be granted subject to the approval of the Superintendent, or Board if denied by the Superintendent. Travel and per diem expenses will not be provided by the District.

#### 15.7 Bereavement Leave

- 15.7.1 Each Teacher shall be granted up to one work week of bereavement leave at full salary for a death in the immediate family. Additional days of bereavement leave may be granted upon approval of the Superintendent.
- 15.7.2 Requests for up to two (2) days bereavement leave for persons other than immediate family are subject to approval by the Superintendent.

#### 15.8 Jury Duty and Subpoena Leave

- 15.8.1 When a teacher receives a notice to report to Jury Duty or a subpoena to appear at court he/she shall be excused without loss of salary or benefits. Jury Duty or a Court appearance less than five (5) hours shall require the employee to return to work to complete the day. Teachers shall report to work and be excused to court fifteen (15) minutes prior to the court appointed time unless travel is involved beyond three (3) miles. Teachers shall be required to reimburse the District any amount of pay received for serving on a Jury, except transportation and meal payments.

#### 15.10 Sick Leave Bank

- 15.10.1 Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank by voluntarily contributing two (2) sick leave days for the establishment and operation of the Bank. This Bank is to assist employees who have illness, disabilities, or catastrophic situations and who have exhausted their sick leave accumulation.

15.10.2 The Sick Leave Bank Committee shall consist of one District designee and two Association designees.

15.10.3 Participation in the Sick Leave Bank:

15.10.3.1 At the beginning of each school year, there will be a five (5) week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association and the District Office of their wish to participate. The District Office will mail an enrollment form to the employee.

15.10.4 Receiving Days from the Sick Leave Bank:

15.10.4.1 Only individuals who have contributed to the Bank are eligible for benefits.

15.10.4.2 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Sick Leave Bank Committee, except as referenced in 3-4 below.

15.10.4.3 The maximum accumulated number of days which any one person can be granted from the Bank is twenty-eight (28) days per year. If more than twenty-eight (28) days are needed, the participant can apply for additional days, not to exceed a forty-eight (48) day total. A person may use a maximum of seventy-two (72) days over a five (5) year period, such period to begin with the first withdrawal of days.

15.10.4.4 The Sick Leave Bank Committee is authorized to grant withdrawals from the Bank in increments of up to nine (9) days per application. If application is denied, a single appeal to the Sick Leave Bank Committee may be made within four (4) days of the date of denial.

15.10.4.5 A subsequent application made to the Bank for additional days for the same illness or condition is subject to Board approval.

15.10.5 Operation and Maintenance of the Sick Leave Bank:

15.10.5.1 Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the Bank.

15.10.5.2 If the total number of days in the Sick Leave Bank is less than thirty-six (36), the District will inform the Bank membership that a special assessment of one (1) sick leave day per member will be made to reimburse the Bank.

- 15.10.5.3 The maximum that anyone can contribute to the Sick Leave Bank after its establishment at any one time is one (1) sick leave day.
- 15.10.5.4 At the end of each school year, all days in the Sick Leave Bank will be carried over to the next school year.
- 15.10.5.5 The Sick Leave Bank pool shall not exceed a maximum of 200 days except for new enrollees to contribute their two (2) days.

## **Article XVI - Payroll Deductions**

- 16.1 The School District agrees to deduct from the paychecks of the employees: Association dues, tax-exempt annuity payments, political contributions, credit union payments, group insurance premiums, and all other such deductions requested by the employee to a maximum of six (6), plus withholding tax.
- 16.2 No one employee shall make more than three (3) alterations per school year in his/her payroll deductions, after October 15.
- 16.3 If the situation arises that more alterations or additions are needed, an employee may petition the Superintendent for consideration.
- 16.4 The School District will not be required to honor any month's deduction authorizations that are delivered to it later than the 15<sup>th</sup> of the month prior to the distribution of the payroll from which the deductions are to be made.
- 16.5 The employee shall have the right to stop any deductions before the 15<sup>th</sup> of the month, excluding federal income tax withholding, Association dues, and political action contributions.
  - 16.5.1 Any Teacher desiring to have the School District discontinue Association dues and/or political contributions previously authorized must notify the Association in writing between July 1 and July 15 of each year for the next school year's dues, and the Association will notify the District in writing to discontinue the employee's deduction by September 1 of the upcoming school year.
  - 16.5.2 When a teacher's employment with the District is voluntarily or involuntarily terminated during the school year, any remaining amount of dues due and owing to the Association from the teacher will be withheld from the teacher's final paycheck, up to the full amount of the Teacher's final paycheck. Association members agree to execute a waiver establishing the total amount of dues that may be withheld from a final paycheck each year at the beginning of the school year.

## **Article XVII - Salary and Extra Duty Pay**

### **17.1 Salary Increases:**

#### **17.1.1 FY 2024:**

The Salary schedule will be adjusted as set out in Schedule A, paid retroactively to the start of the 2023-2024 school year.

17.1.2 FY 2025:

The Salary schedule for FY 2025 is set out in Schedule A.

17.1.3 SB 231 (2023) – Additional Salary:

For the 2023-2025 biennium, the District will pursue additional funding if additional funding is available through Senate Bill 231 of the 2023 Legislative Session and the District has funds available to match any funding derived from Senate Bill 231. Any funds awarded to the District in connection with SB 231 for salaries and benefits will be applied to salary and benefits under this Agreement, as permitted by law. Any increase in salary and benefits provided under this provision in response to SB 231 will only be for the term of the 23-25 biennium and will sunset effective July 1, 2025, unless extended by the Nevada Legislature.

17.1.4 The District will report funds associated with SB 231 separately from salary increases provided under Article 17 as clarification for all parties. Funds will be applied, upon receipt consistent with District payroll policies, consistent with a successful subgrant award.

17.2 One hundred percent (100%) of each Teacher's retirement system payment shall be made by the Board in accordance with NRS Chapter 286.

17.3.1 All credits earned beyond the bachelor's degree and/or licenses which are in the field of education, toward an advanced degree, in the individual's licensed major field or minor field or in securing additional endorsements on a license will be recognized for placement and/or advancement on the salary schedule.

17.3.2 Those courses taken to license for another teaching area other than counseling or administration, to remove provisional areas from teaching licensing, and in-service training are subject to approval by the credit evaluation committee in advance. The committee shall consist of two people appointed by the Superintendent and two people appointed by the LCCTA. Appeals regarding committee decisions may be forwarded to the Superintendent or the Board for a final review.

17.3.3 Fifteen (15) years' experience shall be recognized as the maximum public/private school, full-time teaching credit for placement on the salary schedule for out-of-state hires. If the hire was a licensed teacher prior to military service, up to two (2) of the fifteen (15) years teaching experience may be credited for active military service. Those hired from Nevada School Districts shall receive full credit for their years of experience.

17.3.4 Members of the bargaining unit will be paid \$15.00 per hour for work performed to ready their work area for the school year. The number of paid hours will be limited to a maximum of twenty (20) hours per year. This work will be performed during August, outside the school calendar or contract year. Pay for this work will be added to the first paycheck of the school year. The additional hours outside the contract year are at the Teacher's discretion and are in no way mandatory. Such hours must be reported to the District by the first contract day of the school year in question.

17.3.5 Course work must be completed by the first contract day of the contracted school year to be credited for movement on the scale for the ensuing contract year. Only graduate credits count for placement on the BA+48 Graduate credits or Masters column.

17.4 Extra Duty Schedule (See Salary Schedule B)

17.5 Teacher Education Trust Fund

17.5.1 The district agrees to establish a fund of \$10,000 to be used by licensed employees to further their formal education from an accredited institution of higher education. The course work must be in an area of specialization relevant to K-12 public education.

17.5.2 Employees borrowing from the fund will enter into a contractual agreement with the District to repay the borrowed amount within a 24-month period at the current prime interest rate. A security bond or other collateral acceptable to the district will be provided in the event the teacher terminates employment with the district prior to full repayment.

17.5.3 The aggregate amount on loan at any time will not exceed \$10,000.

## **Article XVIII- General Savings Clause**

18.1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in force and effect.

18.2 No action will be filed with the EMRB relative to the Lander County School District without prior notification and formal consultation by the parties to attempt resolution before submission.

## **Article XIX - Term of Agreement**

19.1 This shall be a four (4) year agreement for the period July 1, 2023 through June 30, 2025.

19.2 Renewal of this Agreement, with or without amendments, may be negotiated during the duration of the Agreement in accordance with the provisions of Chapter 288, Nevada Revised Statutes.

19.3 The District may reopen the Agreement to address a “fiscal emergency” in accordance with the requirements of NRS. 288.150(4).

IN WITNESS THEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_, 2023.

Lander County  
Board of Trustees

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Clerk

Lander County  
Classroom Teachers' Association

\_\_\_\_\_  
Anita Artz, President

\_\_\_\_\_  
Vice President

Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

## Schedule A

*LANDER COUNTY SCHOOL DISTRICT*  
**CERTIFIED SALARY SCHEDULE**  
(2023-2024)

### CREDITS SHALL BE COMPUTED IN SEMESTER CREDITS

All credits earned beyond the bachelor's degree and or certification which are in the field of education, toward an advanced degree, in the individual's certificated major field or minor field will be recognized for placement and/or advancement of the salary schedule.

Those courses taken to certify for another teaching area other than counseling or administration, to remove provisional areas from teaching certificates, and in-service training are subject to approval by the credit evaluation committee in advance.

The line below 15 on the salary schedule recognizes the maximum public/private school full time experience a teacher may bring into the District from out of state for pay purposes.

*LANDER COUNTY SCHOOL DISTRICT*  
**CERTIFIED SALARY SCHEDULE**  
(July 1, 2024 – June 30, 2025)

### CREDITS SHALL BE COMPUTED IN SEMESTER CREDITS

All credits earned beyond the bachelor's degree and or certification which are in the field of education, toward an advanced degree, in the individual's certificated major field or minor field will be recognized for placement and/or advancement of the salary schedule.

Those courses taken to certify for another teaching area other than counseling or administration, to remove provisional areas from teaching certificates, and in-service training are subject to approval by the credit evaluation committee in advance.

The line below 15 on the salary schedule recognizes the maximum public/private school full time experience a teacher may bring into the District from out of state for pay purposes.



## Schedule B

### LANDER COUNTY SCHOOL DISTRICT For Battle Mountain High School Extra-duty Salary Schedule

Years of Experience	I	II	III	IV	V	VI	VII
0	\$3,955.00	\$3,164.00	\$2,769.00	\$1,977.00	\$1,582.00	\$1,186.00	\$ 791.00
1	\$3,955.00	\$3,164.00	\$2,769.00	\$1,977.00	\$1,582.00	\$1,186.00	\$ 791.00
2	\$3,955.00	\$3,164.00	\$2,769.00	\$1,977.00	\$1,582.00	\$1,186.00	\$ 791.00
3	\$3,955.00	\$3,164.00	\$2,769.00	\$1,977.00	\$1,582.00	\$1,186.00	\$ 791.00
4	\$4,548.00	\$3,639.00	\$3,184.00	\$2,273.00	\$1,819.00	\$1,364.00	\$ 910.00
5	\$4,548.00	\$3,639.00	\$3,184.00	\$2,273.00	\$1,819.00	\$1,364.00	\$ 910.00
6	\$4,548.00	\$3,639.00	\$3,184.00	\$2,273.00	\$1,819.00	\$1,364.00	\$ 910.00
7	\$5,230.00	\$4,184.00	\$3,662.00	\$2,613.00	\$2,092.00	\$1,568.00	\$1,046.00
8	\$5,230.00	\$4,184.00	\$3,662.00	\$2,613.00	\$2,092.00	\$1,568.00	\$1,046.00
9	\$5,230.00	\$4,184.00	\$3,662.00	\$2,613.00	\$2,092.00	\$1,568.00	\$1,046.00
10	\$5,230.00	\$4,184.00	\$3,662.00	\$2,613.00	\$2,092.00	\$1,568.00	\$1,046.00
11+	\$6,015.00	\$4,812.00	\$4,211.00	\$3,006.00	\$2,406.00	\$1,803.00	\$1,203.00
<b>BMHS</b>							
COLUMN I- Head Coach (Football, Soccer, Volleyball, Basketball, Wrestling, Baseball, Softball, Track)							
COLUMN II- Head Coach (Golf, Cross Country), Band Director, Yearbook							
COLUMN III- Asst Coach (All Sports), Choir, Spirit Team Advisor, Student Council, HOSA Advisor, FFA Advisor, Skills USA							
COLUMN IV- Junior Class Advisor (2), Senior Class Advisor (2)							
COLUMN V- Sophomore Class Advisor, Freshman Class Advisor, Academic Olympics Advisor							
COLUMN VI- Honor Society Advisor, Computer Staff Trainer/Troubleshooter, All other advisors							
COLUMN VII- Instructional Consultation Team Member,							
HS Athletic Director- W/ Prep Period- Level I Salary x 1.1      W/o Prep Period- Level I Salary x 1.3							
Special Programs- \$411							
Head Coach (All Teams) \$500 addl stipend for qualifying for State Tournament							
Advisor (Student Council, HOSA, FFA, Skills USA) \$500 addl stipend for participating in State Level activities.							
<b>ELH, BMES, AUSTIN</b>							
COLUMN III- JH Athletic Director							
COLUMN IV- Head Coach (Volleyball, Basketball, Wrestling, Track),							
COLUMN V- Student Council, Yearbook, Band, Choir, Cheerleading Advisor, Dance Team Advisor							
COLUMN VI- Elem Music, 8th Grade Class Advisor, IC Building Facilitator, Computer Staff Trainer/Troubleshooter, all ot							
COLUMN VII- JH Asst Coach (Wrestling, Track), IC Team Member.							
Special Programs- \$411							
<b>NOTES</b>							
Band/Choir- 20+ Hr outside classroom & 2 concerts							
All music/arts performances/shows must occur outside of contract hours, or they do not count towards this schedule							

Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

***Schedule C***  
**LANDER COUNTY SCHOOL DISTRICT**  
**GROUP INSURANCE APPENDIX**  
**Effective 10-1-2020**

*\*Costs and Plan Benefits are subject to change from time to time at the direction and direction of the Insurance Committee in accordance with Article XII.*

**PPO Plan Premium**

1 dependent	\$600 per month
2 dependents-	\$700 per month
3+ dependents-	\$800 per month

**HSA Plan Premium**

1 dependent	\$500 per month
2 dependents-	\$600 per month
3+ dependents-	\$700 per month

**Retiree PPO Plan Premium  
Without Medicare**

The amount of the monthly premium attributable to a retiree is subject to change from time to time at the Discretion of the Insurance Committee, and the cost of retiree participation in the District's Insurance Plan is based on the MEOC as set out in Article XII herein.

**Retiree PPO Plan  
Premium With Medicare**

At the time a retiree qualifies for Medicare, he or she is no longer eligible to participate in the District's Insurance Plan.

Co-insurance for NPPO from is 60%

Mail order RX co-pay 90 day supply.....\$25 generic/\$65 brand formulary/\$80 brand non formulary

Retail RX co-pay.....\$15generic/\$50 brand formulary/\$65 brand non formulary

**Dental coverage:**

\$1750 per year/\$200 deductible

**Term life:**

for employees \$20,000/Retirees \$5000

\$1000 deductible per participant per calendar year for medical coverage Each participant will receive deductible for dependents excluding spouse or "significant other". Each participant will receive 3 doctor visits at co-pay only which are not part of the 80/20 deductible.

PPO coinsurance 80% (district) 20% (participant) up to \$5000 in allowable charges per calendar year. Total out-of-pocket per participant is \$2000(\$1000 of allowable charges and \$1000 deductible).

Participant co-payments not subject to deductible or out-of-pocket expenses.

Diagnostic services .....	\$25/per procedure
Emergency Room .....	\$50/per visit does not apply if admitted to the hospital
Hospital Admission .....	\$125/per admission

Outpatient basic charges subject to "basic surgical charges" (deductible and 80/20 copay)

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Lander County Classroom Teachers' Association  
Contract with Lander County School District  
July 1, 2023 – June 30, 2025

# EXHIBIT 2

**BEFORE THE GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD  
LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,**

Appellant,

**CASE NO. 2025-014**

vs.

**LANDER COUNTY SCHOOL  
DISTRICT,**

**APPELLANT'S OPPOSITION  
TO MOTION TO DISMISS  
APPEAL OF UNIT DETERMINATION**

Respondent.

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# EXHIBIT 2

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,

Appellant,

CASE NO. 2025-014

vs.

LANDER COUNTY SCHOOL  
DISTRICT,

DECLARATION OF MILENA PARKER

Respondent.

I, MILENA PARKER, declare as follows:

1. I am over 18 years of age.
2. I have personal knowledge of the matters set forth in this declaration, except as to those matter stated upon information and belief, and as to those matters, I believe them to be true.
3. I am employed by the Lander County School District ("LCSD" or the "District") as a School Social Worker. I have worked for the District in this capacity for more than 7 years.
4. I have been a member of the Lander County Classroom Teachers Association ("LCCTA" or the "Association") since 2018. I was elected as President of the Association on April 16, 2024 and continue to serve in that capacity.
5. The District has recognized the Association as the bargaining agent for the bargaining unit comprised of all LCSD employees licensed by the Nevada Department of Education ("NDOE") and eligible for membership in LCCTA, but not NDOE licensed administrative staff. There is no dispute between the District and the Association that the "LCCTA Bargaining Unit" includes teachers, counselors, school nurses, school social workers, school psychologists and speech pathologists. The District and the Association are parties to the "Master Contract" between the District and the Association, which is in full force and effect.

- 1 6. I hold a current and valid license from NDOE as a School Social Worker.
- 2 7. During my entire tenure with LCSD, the District has utilized NDOE-licensed
- 3 substitutes to cover LCSD Classroom Teacher absences and the absences of other
- 4 LCCTA Bargaining Unit positions, such as school counselors. When an LCSD
- 5 Classroom Teacher or other LCCTA Bargaining Unit position absence is
- 6 prolonged, the District utilizes a long-term substitute. The District also utilizes
- 7 long-term substitutes when it cannot find an NDOE licensed employee to fill a
- 8 vacant LCSD Classroom Teacher or other vacant LCCTA Bargaining Unit
- 9 position. The District is required to make PERS contributions for long-term
- 10 substitutes who: fill vacant LCSD Classroom Teacher or other vacant LCCTA
- 11 Bargaining Unit positions; and/or, who cover the absence of an LCSD Classroom
- 12 Teacher or other LCCTA Bargaining Unit positions for one-half or more of the
- 13 Contracted School Year (as defined in the Master Contract).
- 14 8. Long-term substitutes who fill vacant LCSD Classroom Teacher or other vacant
- 15 LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD
- 16 Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the
- 17 Contracted School Year or more are eligible for membership in LCCTA.
- 18 9. On September 12, 2024, LCCTA filed a grievance alleging a violation of the
- 19 Master Contract in connection with the involuntary transfer of Natalee Payne, a
- 20 long-term substitute covering the absence of an LCSD Classroom Teacher for
- 21 one-half of the 2024 - 2025 Contracted School Year and also filling a vacant
- 22 LCSD Classroom Teacher position for a portion of the 2024 - 2025 Contracted
- 23 School Year.
- 24 10. The District denied the grievance on various grounds, including an assertion that
- 25 because Ms. Payne was a long-term substitute, she was not part of the LCCTA
- 26 Bargaining Unit, which is contrary to LCCTA's position.
- 27 11. On October 9, 2024, LCCTA informed the District that it wished to mediate the
- 28 grievance and the District agreed to do so.

12. Mediation took place on January 10, 2025, and the result was an agreement to continue discussion of the issue—whether to include long-term substitutes who fill vacant LCSD Classroom Teacher or other vacant LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit employee for one-half of the Contracted School Year or more in the LCCTA Bargaining Unit—during the parties’ negotiations for a successor agreement to the Master Contract.
13. Despite the agreement at mediation, at the very first negotiation meeting between LCCTA and the District on March 12, 2025, the District informed LCCTA that it was asserting its management rights, and it would NOT negotiate regarding inclusion of long-term substitutes who fill vacant LCSD Classroom Teacher or other vacant LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit employee for one-half of the Contracted School Year or more in the LCCTA Bargaining Unit.
14. Further, on April 28, 2025, the District’s Negotiations Team emailed a memorandum to the Association’s Negotiations Team informing the Association:

Finally, the District has asserted a management right in connection with all language proposed by the Association addressing the inclusion of long term substitute teachers, and will not negotiate rights or benefits for long term substitute teachers in connection with this negotiation because they are not included in the Association’s bargaining unit.

Thereafter, on July 21, 2025, LCCTA filed an appeal to the EMRB of the District’s bargaining unit determination.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 9<sup>th</sup> day of September, 2025.

  
Milena Parker

# EXHIBIT 3

**BEFORE THE GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD  
LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,**

Appellant,

**CASE NO. 2025-014**

**vs.**

**LANDER COUNTY SCHOOL  
DISTRICT,**

**APPELLANT'S OPPOSITION  
TO MOTION TO DISMISS  
APPEAL OF UNIT DETERMINATION**

Respondent.

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# EXHIBIT 3



BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,

Appellant,

CASE NO. 2025-014

vs.

LANDER COUNTY SCHOOL  
DISTRICT,

DECLARATION OF KATHERINE  
VEZINA

Respondent.

I, KATHERINE VEZINA, declare as follows:

1. I am over 18 years of age.
2. I have personal knowledge of the matters set forth in this declaration, except as to those matter stated upon information and belief, and as to those matters, I believe them to be true.
3. I am employed by the Lander County School District ("LCSD" or the "District") as a Classroom Teacher. I have worked for the District in this capacity for more than five (5) years. I previously worked for the District as a long-term substitute teacher from 2018 to 2020. As a long-term substitute teacher, I held a license issued by the Nevada Department of Education ("NDOE"). My actual teaching job at the District has been the same, regardless of whether I was a long-term substitute or fully licensed teacher, and at all times, I held a license, of one type or another, issued by NDOE.
4. I have been a member of the Lander County Classroom Teachers Association ("LCCTA" or the "Association") since September of 2020. I was elected Secretary of the Association on May 3, 2024 and currently serve in that capacity.
5. The District has recognized the Association as the bargaining agent for the bargaining unit comprised of all LCSD employees licensed by NDOE and eligible for membership in LCCTA, but not NDOE licensed administrative staff. There is no dispute between the District and the Association that the "LCCTA Bargaining

Unit” includes teachers, counselors, school nurses, social workers, speech pathologists and school psychologists. The District and the Association are parties to the “Master Contract” between the District and the Association, which is in full force and effect.

6. I hold a current and valid license from NDOE as an Elementary School Teacher and a Special license for English Language Acquisition and Development.
7. An NDOE license enables me and other teachers employed by LCSD to serve as an “LCSD Classroom Teacher(s).” Prior to receiving my teaching license from NDOE, I received a license from NDOE as a substitute teacher, which also enabled me to serve as an LCSD Classroom Teacher for the District.
8. During my entire tenure with LCSD, the District has utilized substitutes to cover LCSD Classroom Teacher and other LCCTA Bargaining Unit position absences. When an LCSD Classroom Teacher or other LCCTA Bargaining Unit position absence is prolonged, the District utilizes long-term substitutes. The District also utilizes long-term substitutes when it cannot find an NDOE licensed employee to fill a vacant LCSD Classroom Teacher or other LCCTA Bargaining Unit position. The District is required to make PERS contributions for long-term substitutes who: fill vacant LCSD Classroom Teacher or other LCCTA Bargaining Unit positions; and/or, who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half or more of the Contracted School Year (as defined in the Master Contract).
9. The District’s reliance on long-term substitutes to fill LCSD Classroom Teacher and other LCCTA Bargaining Unit position vacancies has increased in recent years. In the 2024 - 2025 school year, LCSD had seventy-one (71) positions in the LCCTA Bargaining Unit. Twenty-three (23) of those LCCTA Bargaining Unit positions (32%), were filled by long-term substitutes. For the 2025 - 2026 school year, there were sixty-nine (69) LCCTA Bargaining Unit positions, and twenty-

\\

- two (22) of those LCCTA Bargaining Unit positions were filled by long-term substitutes, which again is 32% of LCCTA Bargaining Unit positions.
10. Long-term substitutes who fill vacant LCSD Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted School Year or more are eligible for membership in LCCTA.
  11. On September 12, 2024, LCCTA filed a grievance alleging a violation of the Master Contract in connection with the involuntary transfer of Natalee Payne, a long-term substitute covering the absence of an LCSD Classroom Teacher for one-half of the 2024 - 2025 Contracted School Year and also filling a vacant LCSD Classroom Teacher position for a portion of the 2024 - 2025 Contracted School Year.
  12. The District denied the grievance on various grounds, including an assertion that Ms. Payne and all other long-term substitutes were not part of the LCCTA Bargaining Unit, which is contrary to LCCTA's position.
  13. On October 9, 2024, LCCTA informed the District that it wished to mediate the grievance and the District agreed to do so.
  14. Mediation took place on January 10, 2025, and the result was an agreement to continue discussion of the issue—whether to include long-term substitutes who fill vacant LCSD Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted School Year or more in the LCCTA Bargaining Unit—during the parties negotiations for a successor agreement to the Master Contract.
  15. Despite the agreement at mediation, at the very first negotiation meeting between LCCTA and the District on March 12, 2025, the District informed LCCTA that it was asserting its management rights, and it would NOT negotiate regarding inclusion of long-term substitutes who fill vacant LCSD Classroom Teacher or

- 1 other vacant LCCTA Bargaining Unit positions and/or who cover the absence of  
2 an LCSD Classroom Teacher or other LCCTA Bargaining Unit employee for  
3 one-half of the Contracted School Year or more in the LCCTA Bargaining Unit.  
4 16. On April 28, 2025, the District's Negotiations Team emailed a memorandum to  
5 the Association's Negotiations Team informing the Association:

6 Finally, the District has asserted a management right in connection  
7 with all language proposed by the Association addressing the  
8 inclusion of long term substitute teachers, and will not negotiate  
9 rights or benefits for long term substitute teachers in connection  
10 with this negotiation because they are not included in the  
11 Association's bargaining unit.

12 Thereafter, on July 21, 2025, LCCTA filed an appeal to the EMRB of the  
13 District's bargaining unit determination.

14 I declare under penalty of perjury that the foregoing is true and correct.

15 DATED this 10 day of September, 2025.

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26  
27  
28  
  
Katherine Vezina

# EXHIBIT 4

**BEFORE THE GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD  
LANDER COUNTY CLASSROOM  
TEACHERS ASSOCIATION,**

Appellant,

**CASE NO. 2025-014**

**vs.**

**LANDER COUNTY SCHOOL  
DISTRICT,**

**APPELLANT'S OPPOSITION  
TO MOTION TO DISMISS  
APPEAL OF UNIT DETERMINATION**

Respondent.

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# EXHIBIT 4

## MEMORANDUM

FROM: THE LANDER COUNTY SCHOOL DISTRICT NEGOTIATIONS TEAM (THE "DISTRICT")  
TO: THE LANDER COUNTY CLASSROOM TEACHERS' ASSOCIATION NEGOTIATIONS  
TEAM (THE "ASSOCIATION")  
RE: FY 2026 NEGOTIATIONS  
DATE: APRIL 28, 2025 ISSUED VIA EMAIL

The District's first set of counter proposals, responding to the proposals presented by the Association during the March 12, 2025 initial negotiation session, are attached to this Memorandum as Exhibit A. Because the parties have agreed not to negotiate on financial matters until the close of the Legislative Session, the District has only responded with a counter proposal identifying non-fiscal terms of the Agreement, or terms where the financial impact is certain and understood at this juncture.

The initial proposals exchanged between the parties, including these counter proposals, are subject to tentative agreement by the negotiations teams, finalization of contract language by the parties, and ratification by the Association and final approval by the Lander County School District's Board of Trustees. If we are not able to come to an agreement on the terms addressed in this negotiation, any interest arbitration will be limited to the year budgeted: FY 2026.

Please note: areas where the District accepts the Association's proposals are included as traditional redlines; new language proposed by the district are italicized redlines; and areas where the District counters language proposed by the Association are presented in bolded and italicized redlines. Where the District has rejected a proposal, the language is not included in Attachment A. Finally, the District has asserted a management right in connection with all language proposed by the Association addressing the inclusion of long term substitute teachers, and will not negotiate rights or benefits for long term substitute teachers in connection with this negotiation because they are not included in the Association's bargaining unit.

Enclosure: Exhibit A

Lander County School District (Respondent)

Reply in Support of  
Motion to Dismiss  
Appeal of Unit Determination

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10 Attorneys for Defendant  
11 ABC COMPANY

FILED  
September 29, 2025  
State of Nevada  
E.M.R.B.  
5:36 p.m.

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

12 LANDER COUNTY CLASSROOM  
13 TEACHERS ASSOCIATION,

Plaintiff,

v.

15 LANDER COUNTY SCHOOL DISTRICT,

Defendant.

Case No. 2025-014

**REPLY IN SUPPORT OF THE LANDER  
COUNTY SCHOOL DISTRICT'S  
MOTION TO DISMISS APPEAL OF  
UNIT DETERMINATION**

18 The Lander County School District (the "District") replies in Support of its Motion to  
19 Dismiss the Lander County Classroom Teachers Association's ("LCCTA" or the "Association")  
20 Appeal of Unit Determination pursuant to NAC 288.375(3) (the "Appeal"). This Reply is made and  
21 based on the following memorandum of points and authorities, the pleadings on file herein, and  
22 any oral argument that the Government Employee-Management Relations Board (the "EMRB" or  
23 the "Board") may order.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

26 The District moves to dismiss the Appeal because the LCCTA has failed to timely to  
27 prosecute its appeal of the District's determination that the bargaining unit covered by the LCCTA's  
28 collective bargaining agreement with the District (the "Master Contract") is limited to: licensed



1 teachers, school nurses, and counselors.

2 In its Opposition to the District’s Motion to Dismiss the LCCTA’s Appeal (the “Motion”), the  
3 Association argues that the Motion should be denied because its Appeal should be subject to  
4 equitable tolling. However, equitable tolling is not available to the Association in this situation  
5 because it cannot show that it meets the factors required to trigger equitable tolling for its Appeal.  
6 In fact, the Association’s argument that it has timely brought the Appeal before the Board fails  
7 because the Association is not being candid about the facts to the Board and its entire argument is  
8 support of its this Board equitably tolling its appeal is entirely based on a false and misleading  
9 recitation of alleged “facts.”

## 10 II. FACTS

11 The District determined that the LCCTA bargaining unit is comprised of licensed teachers,  
12 school nurses, and counselors decades ago. *See* Mot., Ex. 2 (Torgerson Decl.) at ¶¶5, 15.

13 In April 2024, the LCCTA contacted the District to request the addition of two new  
14 classifications to its bargaining unit – i.e. social workers and school phycologists. *See* Mot. at Ex.  
15 4 (Mr. Klein’s Response Email).

16 On April 26, 2024, in response to the LCCTA’s request to add new classifications to its  
17 bargaining unit Mr. Russell Klein, the District’s Superintendent, advised the LCCTA that “the  
18 contract limits its application to a bargaining unit comprised of licensed teachers, counselors, and  
19 school nurses. *See id.* This is how this contract has been interpreted for years, if not decades.” *Id.*  
20 At that time, Mr. Klein also pointed out that any challenges to the District’s decision would be  
21 untimely pursuant to NRS 288 because the District’s determination about the composition of the  
22 bargaining unit had been in place for years. *See id.* at ¶5. The LCCTA never responded to Mr.  
23 Klein’s April 26, 2024, email.

24 On September 12, 2024, the LCCTA submitted a grievance pursuant to Article V of the  
25 Master Contract (the “Grievance”). *See* Mot. at Ex. 4, pg. 3. The Grievance alleged that several  
26 actions taken by the District in connection with a long-term substitute teacher’s transfer from an  
27 elementary classroom to a middle school classroom before the start of the 2024-2025 school year,  
28 violated both the Master Contract and state law.

1 On September 26, 2024, the District responded to the Grievance, denying each of the  
2 allegations therein for various reasons. Mot. at Ex. 6. At that time, the District reiterated that long-  
3 term substitute teachers (hereafter “LTS”) are not part of the LCCTA bargaining unit and not  
4 subject to the Master Contract. *See id.* at Ex. 6, pg. 3.

5 Between October 1<sup>st</sup> and October 7<sup>th</sup>, 2024, the District and the LCCTA (collectively the  
6 “Parties”) engaged in a string of back-and-forth communications addressing questions posed by the  
7 LCCTA about the District’s position that LTS are inclusion in the bargaining unit. *See* Mot. at Ex.  
8 7-8.

9 On October 4, 2024, the LCCTA contacted the District to say that they’d like to move the  
10 Grievance forward with either mediation or arbitration, noting they would get back to us later with  
11 their decision. Ex. A (October 4, 2024 Email String). On October 9, 2024, the LCCTA confirmed  
12 their desire to take the Grievance to FMCS mediation. *See id.* at October 9, 2024 Email from Allen  
13 Gumm. The District agreed to move the Grievance to mediation, and thereafter the mediation was  
14 scheduled for January 10, 2025. *See* Opp’n at 4:10-11.

15 At no point leading up to mediation on January 10th did the District agree to mediate the  
16 composition of the LCCTA bargaining unit, as it had already asserted a management right to  
17 determine the composition of the unit. *See* Mot. at Ex. 5, *see also* Ex. B (Declaration of Russell  
18 Klein, hereafter “Klein Decl.”) at ¶14. Furthermore, at all times leading up to FMCS mediation, the  
19 District was clear with the Association that it would not change its determination concerning the  
20 inclusion of LTS teachers in the LCCTA bargaining unit. *See* Mot. at Ex. 7 and 8.

21 On January 15, 2025, the LCCTA contacted the District to request that the Grievance be  
22 moved to arbitration, as no agreement was reached during mediation. *See* Ex. C (email string  
23 between LCCTA and the District following mediation). On January 22, 2025, the District  
24 responded to this email, noting that the District was confused, as it believed we resolved each of  
25 the issues in the Grievance presented for mediation during mediation, and on this basis arbitration  
26 was unnecessary. *See id.* At that time, the District listed each of the issues from the Grievance it  
27 believed had been resolved. *See id.* Notably, this list does not include an agreement to negotiate  
28 regarding the inclusion of LTS into the Master Contract. *See id.* On January 24, 2025, the LCCTA

1 forwarded the District the demand for a panel of arbitrators it issued to American Arbitration  
2 Association (“AAA”). Ex. D. After filing its January 24<sup>th</sup> Demand to AAA, the LCCTA has taken  
3 no steps to move their request to arbitrate forward. Ex. B at ¶¶24-25. Furthermore, the LCCTA has  
4 never responded to the District’s January 22, 2025 email regarding the status of the Grievance. *See*  
5 *id.* at ¶27.

6 On January 10, 2025, the Parties engaged in FMCS mediation.

7 On or about March 12, 2025, the Parties met to negotiate terms for a successor agreement  
8 to the Master Contract. Opp’n at 4:17-18. At that meeting, the LCCTA presented many initial  
9 proposals concerning the Master Contract, including a proposal to add LTS into the Master  
10 Contract, along with social workers, psychologists, and speech and language therapists/providers.  
11 Ex. E (LCCTA’s Proposal for Amendment to Article 1.2). During this meeting, the District  
12 asserted its management right not to negotiate or discuss the inclusion of LTS in connection with  
13 the Master Contract negotiations. *See* Opp’n at 4:17-22. On April 28, 2025, the District issued a  
14 formal counter proposals to the LCCTA’s negotiations team. *See* Opp’n at 4: 23-24. This counter  
15 proposal included a formal assertion of management rights in response to the proposed amendment  
16 to Article 1.2 concerning LTS presented by the LCCTA on March 12, 2025. *See* Opp’n at 4:23-28.

17 To date, the District has never agreed to negotiate or otherwise the discuss the inclusion of  
18 LTS in LCCTA bargaining unit or the LCCTA Master Contract. Ex. B at ¶¶15,17,18, 21.

### 19 **III. ARGUMENT**

#### 20 **A. THE DISTRICT’S DETERMINATION ABOUT THE COMPOSITION OF THE LCCTA** 21 **BARGAINING UNIT IS DECADES OLD.**

22 In the LCCTA’s Opposition, they do not contest that the District’s determination regarding  
23 the composition of the LCCTA bargaining unit occurred decades ago. Generally, in Nevada, if a  
24 party does not submit an opposition to an argument presented in a motion, that failure to oppose  
25 the argument is construed as an admission that the argument is meritorious, and that the opposing  
26 party consents to the court reviewing the motion finding the same. Dist. Ct. Rule 13.3.

27 Here, the District argues that it made its determination regarding the composition of the  
28 LCCTA bargaining unit – finding that the bargaining unit only contains licensed teachers, school

nurses, and counselors, decades ago.<sup>1</sup> The LCCTA does not challenge the timing of the NRS 288.170(1) bargaining unit determination in its Opposition. Therefore, the EMRB should find that the decision was in fact issued decades old.

**B. NRS 288.170 DOES NOT AUTHORIZE PARTIES TO RENEW**

**CHALLENGES TO A BARGAINING UNIT COMPOSITION DECISION.**

Conceding that the District made its determination about the composition of the LCCTA's bargaining unit decades ago, the LCCTA now tries to argue that it should not be held to that determination because the Legislature did not intend bargaining unit composition decisions made pursuant to NRS 288.170 to be permanent. *See* Opp's at 7:7-17. However, the LCCTA fails to cite any legal authority supporting their position – likely because no such authority exists. In this Board's decisions regarding the "permanent" nature of a decision issued pursuant to NRS 288.170(1) are quite clear – once the determination is made, the determination is permanent until such time as the employer chooses to amend the determination. In NRS Chapter 288 the Legislature does not give employee organizations the right to renew challenges to decisions issued pursuant to NRS 288.170(1) beyond the 6-month appeals period established pursuant to NRS 288.170(5) and NRS 288.110(4). Had the Legislature intended for these decisions to be renewable, they would have added such language. Their silence on the issue is decisive and establishes that the Legislature did not intend for such decision to be subject to future disruption.

In support of its position, the District relies on this Board's longstanding decision from *Clark Co. Classroom Teachers Ass'n, et al v. Clark Co. School Dist.*, Item No. 210, Case No. A1-0454228 at pg. 2 (July 20, 1988). In *Clark Co. Classroom Teachers Ass'n v. Clark Co. School Dist.*, the Clark County Teachers Association seems to have asked for additional classifications to be added to their bargaining unit. When the Clark County School District apparently denied this

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<sup>1</sup> The District does not agree with the Association's assertion concerning the classifications included within the LCCTA's bargaining unit. In the Opposition, the LCCTA alleges that the Parties do not dispute that the "LCCTA Bargaining Unit includes teachers, counselors, school nurses, social workers, speech pathologists and school psychologists." *See* Opp'n at 2:19-21. This statement is false. As noted in the District's April 26, 2024 email, Mot. at Ex. 4, and as reiterated in the District's Response to the Grievance, Mot. at Ex. 6, and the District's Motion to Dismiss, the District's position is, and has always been, that the "bargaining unit [is] comprised of licensed teachers, counselors, and school nurses." *See* Mot. at Ex. 4, Ex. 6, at pg. 3.

1 request, the Clark County Teachers Association appealed the School District's nineteen-year-old  
2 bargaining unit composition decision which seems to have excluded "administrative employees"  
3 from the Teachers Association's bargaining unit.

4 Following the Teachers Association's appeal of the bargaining unit decision, the School  
5 District moved to dismiss the appeal on the basis that the School District had decided the  
6 composition of the bargaining unit 19 years earlier. The school district argued that the appeal was  
7 brought well outside the 6-month statute of limitations established by NRS 288.110(4), so the Board  
8 lacked subject matter jurisdiction over the appeal. Upon review of the facts, the Board agreed,  
9 dismissing the appeal.

10 The immediate case is nearly identical to the situation in the *Clark County Classroom*  
11 *Teachers Association* case. The LCCTA inexplicably argues that the Board's decision in *Clark Co.*  
12 *Classroom Teachers Ass'n* case is "of no avail" to the present case, but it provides no facts or  
13 authority supporting this position. Opp'n at 7:18-19. Instead, the LCCTA throws out some red  
14 herron arguments that should be disregarded by the Board.

15 The LCCTA inappropriately tries to add a new theory for why the Board decided to dismiss  
16 the appeal in the *Clark County* case, arguing that language added to NRS Chapter 288 in 1969  
17 factored into the Board's decision. Opp'n at 7:23-28. However, this argument fails as a matter of  
18 law for two reasons:

19 First, the argument improperly seeks to add discussion to the Board's 1988 decision that  
20 does not exist in the decision. The document speaks for itself, and the LCCTA's attempt to add  
21 discussions is particularly improper because the Board could have included such discussion,  
22 because as the LCCTA points out the statute had been in existence for nearly two decades at the  
23 point the *Clark County* case was decided, and presumably chose not to discuss the issue of the 1969  
24 changes because they had no impact on the matter, as NRS 288.170 does not permit employee  
25 organizations to renew challenges years after bargaining unit determinations are made. *See Clark*  
26 *Co. Classroom Teachers Ass'n v. Clark Co. School Dist.*, at pgs. 1-2 (a true and correct copy of the  
27 decision is attached hereto as Ex. F).

28 Second, the LCCTA argument relies on the Association's unsupported assumption that the

1 Board's reference to "administrative employees" on page 1, line 26 of the decision related to  
2 "school administrators." *See* Opp'n at 7:21-22. However, the decision is silent as to what  
3 classifications were the subject of the dispute. *See* Ex. F at 1-2. In fact, all the decision says is that  
4 the Teachers Association attempted to add "administrative employees" to its bargaining unit. *See*  
5 *id.* at 2:26. Based on the fact that the 1969 legislature prohibiting supervisor staff – i.e.  
6 administrators to participate in bargaining units with teachers was well in place by the time of the  
7 1988 Board decision, is far more likely that the Teachers Association sought to add non-supervisory  
8 administrative staff to their unit – i.e. school secretaries, para-pros, counselors, therapists, etc., and  
9 positions like these were the subject of the dispute. It seems nonsensical and highly unlikely that  
10 the Teachers Association would try to add actual administrators – supervisory staff, like principals  
11 or assistant principals, to their unit considering NRS 288.170 had expressly prohibited such  
12 additions for almost a two decades. *See* NRS 288.170(2).

13 Finally, LCCTA also argues that the Board's decision is too short to have any bearing on  
14 the present case, citing no authority for its position. This argument fails as a matter of law because  
15 neither the Board nor any Court in the State of Nevada, have ever held that the length of an court  
16 order or administrative decision in any way correlates to its impact. It does not matter that the  
17 Board's decided is short, the Board's findings are still binding. In fact, the shortness of the decision  
18 underscores the District's position that it is well established law in Nevada that once a bargaining  
19 unit's composition is decided by a public employer, there is no basis for an employee organization  
20 to come years later and try to appeal that decision.

21 Based on the Board's past decisions and the plain language of NRS Chapter 288 –  
22 specifically NRS 288.170(5) and NRS 288.110(4), there is no basis for the LCCTA position that  
23 they should be allowed to review their right to challenge the District's decades old bargaining unit  
24 composition determination. For this reasons, the LCCTA's argument concerning the impact of the  
25 addition of NRS 288.170(2)(concerning school principals and administrators) on the *Clark County*  
26 case does not hold water and may, and should properly, be disregarded by the Board.

27 ///

28 ///

**C. EVEN IF NRS 288.170 PERMITTED PARTIES TO RENEW A CHALLENGE TO A  
BARGAINING UNIT COMPOSITION DECISION, LCCTA IS TOO LATE.**

Even if the Board found that the employee organizations could challenge decades old bargaining unit determinations pursuant to NRS 288.170(5) based on an alleged change in circumstances, as seemingly argued by the LCCTA, the LCCTA's appeal is still untimely. *See* Opp'n at pg. 7. The Appeal is still untimely because, in no uncertain terms, back on April 26, 2024, the District informed the LCCTA that only: licensed teachers, school nurses, and counselors were included in the bargaining unit. Mot. at Ex. 4. As such, the LCCTA had until October 28, 2024, to appeal that decision – presumably the change being that the District has, in recent years, hired more long-term substitute teachers to fill vacant teaching positions. However, it failed to file the immediate appeal until July 21, 2025 – nearly nine months late.

The LCCTA falsely argues that the District did not notify the Association that long-term substitute teachers were not included in the LCCTA bargaining unit until the District issued its September 26, 2024 Response. Opp'n at 11:11-18. Specifically, the LCCTA says that the District "falsely claims that on April 26, 2024, the 'District specifically told the LCCTA that long-term substitute teachers were not included in the bargaining unit.'" Opp'n at 3:13-14. This argument fails for two reasons: (1) the LCCTA has already conceded that the District's determination about the composition of the LCCTA bargaining unit was made decades ago, and (2) the argument erroneously suggests that employers must include a laundry list of excluded positions as well as included positions to properly comply with NRS 288.170(1).

The LCCTA's argument fails because it ignores that there is no requirement under NRS 288.170 that an employer list all classifications that are not included in a bargaining unit when making a decision about which classifications have a community of interest and should be included as part of a bargaining unit. Instead, NRS 288.170 simply requires employers to identify which groups of employees constitute an appropriate unit or units for negotiation based on a community of interest. NRS 288.170(1). As such, if the LCCTA were allowed to challenge the more recent decent decisions regarding bargaining unit composition issued by the District, decisions that simply reiterated the District's existing bargaining unit determinations, the communication triggering NRS

1 288.110(4) tolling period would have been Mr. Klein's email to Mr. Gumm on April 26, 2024. As  
2 in that communication the District clearly informed the LCCTA that classifications that are not  
3 licensed teachers, school nurses, or counselors are not included in the bargaining unit. Mot. at Ex.  
4 4.

5 The LCCTA would have this Board disregard the fact that Mr. Gumm, the LCCTA's  
6 representative, received the District's email, stating that only licensed teachers, school nurses, and  
7 counselors are included in the bargaining unit, on April 26, 2024. It would have this Board believe  
8 that the District's explicit email was insufficient to notify it that classifications not listed in the  
9 email were excluded from the bargaining unit. Opp'n at 3:13-22. Again, the LCCTA provides no  
10 support for its conclusion. *See id.* Instead, the LCCTA ask the Board to disregard this fact without  
11 cause and without providing any legal grounds for the Board to do so. Additionally, the LCCTA  
12 would also have this Board disregard the fact that neither Mr. Gumm, nor the LCCTA took any  
13 action to challenge that decision for more than a year after the email was received by the  
14 Association. As there is no basis for this Board to ignore the April 26, 2024 email, or the fact that  
15 the LCCTA received the email, the facts show that the argument that the LCCTA did not have  
16 notice of the District's decision regarding the composition of the bargaining unit until September  
17 2024 is both false, deceptive, and forwarded in bad faith.

18 Finally, just because the LCCTA has had turnover in its leadership, and the current  
19 leadership did not realize that the bargaining unit was comprised of only those classifications  
20 articulated in the LCCTA's Master Contract, the fact would in no way undermine or otherwise  
21 negate the District's pre-existing determination regarding the composition of the LCCTA  
22 bargaining unit. *See* Mot. Ex. 1 at Art. 1.2. In fact, the composition of the bargaining unit is, and  
23 has always been, clearly articulated in Article 1.2 of the Master Contract. The fact that the LCCTA  
24 brought this Appeal without reading their Master Contract, simply goes to show that this Appeal  
25 itself was been brought in bad faith.

26 **D. EQUITABLE TOLLING IS NOT AVAILABLE TO THE LCCTA IN THIS SITUATION.**

27 Equitable tolling is defined as "[t]he doctrine that the statute of limitations will not bar a  
28 claim if the plaintiff, despite diligent efforts, did not discover the injury until after the limitations



1 period had expired" *City of N. Las Vegas v. State Local Gov't Empl.-Mgmt. Rels. Bd.*, 127 Nev.  
2 631, 640, 261 P.3d 1071, 1077 (2011). The six-month limitations period for filing claims with the  
3 EMRB may be subject to equitable tolling. *City of N. Las Vegas v. State Local Gov't Empl.-Mgmt.*  
4 *Rels. Bd.*, 127 Nev. at 635, 261 P.3d at 1073-74. Equitable tolling can be applied to allow the EMRB  
5 to hear claims brought outside the six-month statute of limitations for claims of NRS Chapter 288  
6 violations where the claimant can show it was diligent in filing its claims after acquiring knowledge  
7 of such violations. *See City of N. Las Vegas*, 127 Nev. at 635, 261 P.3d at 1074.

8 However, the statute of limitations established by NRS 288.110(4) begins to run when the  
9 individual alleging the claim violation receives unequivocal notice of the final adverse decision  
10 which is the subject of their challenge. *See id.* at 127 Nev. at 639, 261 P.3d at 1076. In reaching  
11 this determination, the Supreme Court of Nevada relies on the decision in *Nevada State Bank v.*  
12 *Jamison Partnership*, in which the Court held "that a 'statute of limitation[s]' will not commence to  
13 run until the aggrieved party knew, or reasonably should have known, of the facts giving rise of the  
14 breach.'" *City of N. Las Vegas*, 127 Nev. at 639, 261 P.3d at 1076 (citing its earlier hold in *Nevada*  
15 *State Bank*, 106 Nev. 792, 800, 801 P. 2d 1377, 1382 (1990).).

16 When determining whether equitable tolling will apply, courts look at the following factors:  
17 "the claimant's diligence, knowledge of the relevant facts, reliance on misleading authoritative  
18 agency statements and/or misleading employer conduct, and any prejudice to the employer." *Id.* In  
19 the following, the District will address each of the factors considered by Court when determining  
20 whether equitable tolling is appropriate. In conclusion, the District will show that when each factor  
21 is considered, they do not support a basis for equitable tolling.

22 Here, the District will discuss each factor in turn. However, as the District can establish that  
23 the LCCTA did not meet any of the factors for equitable tolling, the Board may properly find that  
24 there is no basis to toll their Appeal, and on this basis find the appeal is untimely and should be  
25 dismissed.

26 **i. THE LCCTA'S POSITION IS BASED ON FALSE STATEMENTS OF FACT.**

- 27 a. The Grievance Does not Challenge the District's Determination that  
28 Long-Term Substitute Teachers are Not Part of the Bargaining Unit or

1 Covered by the LCCTA Master Contract.

2 The Master Contract contains a detailed Grievance Procedure negotiated by the LCCTA  
3 and the District. *See* Opp'n at Ex. 1 (Master Contract) at Art. V, pgs. 8-14. On September 12, 2024,  
4 the Association submitted a grievance to the District in accordance with Article 5.5.1 (the  
5 "Grievance"). The Grievance alleges several violations of law and the Master Contract. Mot.at  
6 Ex.5. After reviewing the Grievance, on September 26, 2024, the District responded formally,  
7 addressing each alleged violation individually, and denying each alleged violation for various  
8 reasons. *See* Mot. at Ex. 6. Notably, one of the issues presented through the Grievance was the  
9 transfer of a long-term substitute in a manner that allegedly violated various articles of the Master  
10 Contract. *See* Mot. at Ex.5. In response to this issue, the District denied the alleged violation on  
11 the basis that the allegedly aggrieved employee was a long-term substitute teacher who was not  
12 subject to the LCCTA's Master Contract, as long-term substitutes are not Teachers as defined by  
13 Article 1.2 of the Master Contract. (Response).

14 Following the District's issuance of its Response, the Association asked some follow-up  
15 questions regarding the District's position regarding long-term substitutes not being subject to the  
16 Master Contract. Thereafter, disagreeing with the District's denial of its Grievance, the LCCTA  
17 asked to take the Grievance to mediation in accordance with Article 5.7, the next step in the  
18 grievance procedure. *See* Opp'n at Ex. 1, Art. V. The District agreed to engage in mediation. Ex.  
19 A. Thereafter, the parties engaged in mediation on January 10, 2025.

20 b. The Association Has Never Grieved the District's Determination that  
21 Long-Term Substitute Teachers ("LTS") are Not Subject to the Master  
22 Contract.

23 The Association has never grieved the District's determination that long-term substitute  
24 teachers are not included in the LCCTA's bargaining unit. Instead, the LCCTA simply requested  
25 to take its Grievance, as drafted on September 12, 2025, to mediation. Ex. A. As drafted, the  
26 Grievance does not challenge the District's conclusion that long-term substitute teachers are not  
27 members of the LCCTA's bargaining unit. *See* Mot. at Ex. 5. As such, the question of whether the  
28 long-term substitute teacher is included in the bargaining unit was never grieved in accordance with

1 the negotiated grievance procedure, and therefore, could not have been properly submitted for  
2 mediation in accordance with the Grievance Procedure.

3 Furthermore, the District did not agree, and in fact has never agreed, to waive the Grievance  
4 Procedure in a manner that would have allowed the Association to submit a grievance concerning  
5 the District's determination that long-term substitute teachers are not included in the bargaining  
6 unit to mediation without first submitting such a grievance to the District in accordance with Article  
7 5.5.1. Importantly, in its Opposition, the Association seems to agree with the District's position that  
8 no grievance challenging the inclusion of long-term substitute teachers has ever been submitted by  
9 the Association. This conclusion arises from the fact that the Opposition includes no mention to  
10 any such grievance and certainly does not allege that such a grievance was ever pursued by the  
11 Association. *See generally* Opp'n, *see also* Ex. B (Klein Decl.) at ¶¶ 14, 18.

12 In its Opposition, the Association argues that it has diligently prosecuted the issue of  
13 whether long-term substitute teachers are included in the bargaining unit. Opp'n at 2:1-4. In support  
14 of this contention, the LCCTA argues that "[a]t the earliest," it discovered that the District does not  
15 include long-term substitutes in the LCCTA bargaining unit on September 26, 2026, when the  
16 District responded to the Grievance. Opp'n at 8:22-27. It then argues that within two weeks it  
17 requested that the Grievance move to mediation. *See* Opp'n at 9:1-2. On this basis the LCCTA  
18 asserts that the 6-month statute of limitations to bring its appeal began to toll on October 9, 2024.

19 The LCCTA's argument fails as a matter of law because it ignores the fact that the LCCTA  
20 never actually grieved the District's decision that long-term substitute teachers are not included in  
21 the bargaining unit. As such, the issue that went to mediation was whether an individual long-term  
22 substitute teacher's transfer and the impacts to other staff related to that transfer violated the Master  
23 Agreement. *See* Mot. at Ex. 5. Importantly, the Grievance could not challenge the District's  
24 determination regarding the issue of LTS cited in the District's response because the decision came  
25 after the Grievance was submitted, and in fact responds to the Grievance itself, and any challenge  
26 to the District's decision included in the April 26<sup>th</sup> email would have been untimely, as a grievance  
27 must be submitted within 16 work days of the event triggering the grievance per Article V of the  
28 Master Contract. As such, the question at issue in this Appeal – whether the long-term substitute

1 teachers at the District should be included in the bargaining unit has never been grieved, let alone  
2 properly submitted for mediation. Ex. B at ¶¶26-27.

3 c. The Record Does Not Support the Association's Contention that the  
4 District Agreed to Engage in Negotiations with the LCCTA Concerning  
5 the Addition of Long-Term Substitute Teachers into the LCCTA  
6 Bargaining Unit and/or Master Contract.

7 As an initial matter, the federal rules concerning a party's participation in FMCS mediation  
8 expressly prohibit parties – like the District - from discussing what happened during mediation  
9 outside of mediation. 29 CFR Part 1425.2(d)(4). When parties agree to participate in FMCS  
10 mediation they agree to abide by guidelines established by FMCS for grievance mediation. 29 CFR  
11 Part 1425.2(d)(9). These guidelines include a prohibition against parties revealing what happened  
12 during mediation. 29 CFR Part 1425.2(d)(9)<sup>2</sup>.

13 Therefore, the District is prohibited from confirming or denying the Association's  
14 allegations about what happened during mediation because if the District were to deny the  
15 Association's allegations about what took place during mediation on January 10, 2025, the action  
16 would necessarily constitute a violation of the rules adopted by FMCS which require parties to keep  
17 information concerning the goings on within mediation confidential. As such, the Association has  
18 violated the FMCS participation rules by alleging that certain agreements were made during  
19 mediation, and conveniently for the LCCTA the District is prohibited denying the Association's  
20 allegations because any such denial would necessarily require the District to improperly disclose  
21 what actually happened during the mediation.

22 That being said, the District does not need to violate the FMCS rules in order to contradict  
23 the Association's allegation that during mediation because the written record between the Parties  
24 both leading up to and following mediation support the District's position that it has never agreed  
25 to even discuss, let alone negotiate, the inclusion of long-term substitute teachers in the Master  
26 Contract or the LCCTA bargaining unit. *See* Ex's A, C, D. As such, the District can show that the

27 <sup>2</sup> 29 CFR Part 1425.2(d)(4) reads: "Proceedings before the mediator will be informal and rules of  
28 evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.  
The mediators notes are confidential and content shall not be revealed."

1 Association's allegation regarding an agreement to negotiate the inclusion of LTS into the Master  
2 Contract is false.

3 First, as noted above, that question of whether long-term substitute teachers were included  
4 in the Master Contract was never grieved, therefore, the question could not have been properly  
5 presented for mediation. Additionally, the District has never agreed to waive its grievance  
6 procedures so as to allow the Association to bring the question to mediation, let alone the January  
7 10, 2025 mediation. Ex. B at ¶¶16-21. Therefore, except for a couple self-serving statements made  
8 by LCCTA leaders for the Opposition more than six months after the mediation was completed,  
9 there is no evidence establishing, or even suggesting, that the District ever agreed to discuss or  
10 negotiate the inclusion of long-term substitute teachers in the Master Contract or the LCCTA  
11 bargaining unit. Instead, the record shows the opposite is true. The record also shows that while the  
12 LCCTA repeatedly tried to negotiate the inclusion of LTS into their bargaining unit and Master  
13 Contract during the current negotiations between the Parties, the District's negotiating team  
14 repeatedly refused to agree to open the issue for negotiations in connection with the Master  
15 Contract. Ex. B at ¶¶13-21.

16 In fact, while the Association alleges that "part of the mediation outcome was an agreement  
17 to continue discussion of the issue -whether to include long-term substitutes who fill vacant LCSD  
18 Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of an  
19 LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted  
20 School Year or more in the LCCTA Bargaining Unit – during the parties' negotiations for a  
21 successor agreement to the Master Contract." Opp'n at 4:11-16. It presents no evidence supporting  
22 this contention, except for the self-serving declarations created in connection with the Opposition;  
23 no written agreement between the Parties, no emails confirming the agreement existed, nothing.

24 While the District would relish the opportunity to present this Court with information  
25 concerning exactly what happened during January 10, 2025 mediation, including calling the FMCS  
26 Mediator, Mr. Herman Brown, as witness to confirm what actually happened, FMCS is clear about  
27 one thing, mediation is confidential. As such, the District finds itself in an unenviable position, as  
28 it may not contradict the Association's contention about what happened during mediation without

1 violating FMCS rules by revealing confidential information about the contents of the mediation to  
2 this Board.

3 That said, without discussing the details of what happened during mediation, the District  
4 challenges the allegation that the Parties reached the agreement cited in the LCCTA's Opposition  
5 by pointing to communications between the Parties from Mid-January 2025, shortly after mediation  
6 concluded. Opp'n at 4:11-16. First, on January 15, 2025, Katie Vezina, a declarant that the  
7 Association relies on to support the existence of the mediation agreement alleged in the Opposition,  
8 contacted District Superintendent, Russell Klein, to demand that the Grievance be moved to  
9 arbitration. Ex. C. At that time, Ms. Vezina notes "[d]espite our best efforts, no mutually agreeable  
10 solution was reached during the mediation hearing." *See id.* In her email, Ms. Vezina makes no  
11 reference to any agreement reached between the parties, let alone an agreement to negotiate or  
12 otherwise further discuss the addition of long-term substitute teachers to the LCCTA bargaining  
13 unit. *See id.* Instead, she asks to take the Grievance to the next step of the grievance procedure –  
14 arbitration. *See id.* As such, the email belies Ms. Venzina's current position that the parties reached  
15 a mediation outcome where they agreed that they would engage in further negotiations concerning  
16 the addition of long-term substitutes to the LCCTA bargaining unit or Master Contract.

17 Further undermining the Association's contention that an agreement to negotiate the  
18 inclusion of long-term substitute teachers into the Master Contract is belied by Mr. Klein's response  
19 to Ms. Vezina's email. *See id.* At that time, Mr. Klein identified the agreements that he believed  
20 the parties actually reached during mediation. *See id.* In fact, the email identifies each of the issues  
21 cited in the Grievance which Mr. Klein believed had been resolved through mediation. Notably,  
22 the email makes no mention of an agreement to continue discussing and/or negotiate the inclusion  
23 of long-term substitute teachers in the LCCTA bargaining unit. *See id.* As such, the  
24 contemporaneous communications between the Parties undermine the Association's contention that  
25 the "mediation outcome" articulated in their Opposition – i.e. "an agreement to continue discussion  
26 of the issue -whether to include long-term substitutes who fill vacant LCSD Classroom Teacher or  
27 other LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom  
28 Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted School Year or

1 more in the LCCTA Bargaining Unit – during the parties’ negotiations for a successor agreement  
2 to the Master Contract.” – was ever reached during mediation on January 10, 2025. Opp’n at 4:11-  
3 16.

4 Again, the District is prohibited from confirming or denying what happened during FMCS  
5 mediation, but it respectfully asks the Board to consider the logic of the Association’s allegation  
6 that an agreement was reached, but never recorded or discussed between the Parties following the  
7 mediation. If such an agreement was reached, why is it not called out in the follow-up  
8 communications between the Parties when they are expressly identifying agreements they thought  
9 were reached? Furthermore, how could such an agreement be reached during mediation if the  
10 subject matter of the agreement was not actually grieved, and the parties never agreed to waive the  
11 grievance procedure’s requirements for brining such issues to mediation? In short, the  
12 Association’s position does not align with the facts of the case.

13 **ii. THE LCCTA HAS NOT DILIGENTLY PURSUED ITS APPEAL.**

14 Contrary to the LCCTA’s position, it has not diligently pursued its appeal. Setting aside the  
15 fact that the issue of whether long-term substitute teachers should have been appealed years, if not  
16 decades ago, pursuant to the language of NRS 288.170(5) and NRS 288.110(4), the Association’s  
17 position that it has diligently pursued its challenge of the District’s decision that LTS are not  
18 included in the contract is simply false. Beyond filing the immediate untimely appeal, the LCCTA  
19 has never actually challenged the District’s determination that LTS are not part of the LCCTA  
20 bargaining unit. Ex. B at ¶¶26-27.

21 Here, the LCCTA points to the September 12, 2024 Grievance as evidence that they have  
22 diligently pursued their challenge of the District’s decision that LTS are the part of the bargaining  
23 unit. However, the allegation that the Grievance challenges the District’s bargaining unit  
24 determination is false.

25 First, the Grievance never alleges that the District violated the Master Contract by  
26 excluding long-term substitutes from inclusion in the Master Agreement, Mot. at Ex. 5. Notably,  
27 the LCCTA specifically alleges that the first time it discovered that the District did not include  
28 long-term substitute teachers in the bargaining unit was the District’s Response to their Grievance,

1 then the Grievance necessarily could not have challenged the determination in the Response – as  
2 the Response did not exist at the time of the Grievance. Opp’n at 8:22-27. Therefore, the Grievance  
3 necessarily cannot challenge the determination in the Response as the Grievance was created before  
4 the Response.

5 In fact, the Grievance does not actually challenge the District’s determination related to the  
6 bargaining unit, as such, there was no proper basis for taking the issue to grievance mediation on  
7 January 10, 2025 because the issue concerning whether long-term substitute teachers are included  
8 in the bargaining unit had never been raised by the LCCTA in the September 12<sup>th</sup> Grievance, or  
9 any other grievance for that matter. Furthermore, the LCCTA never alleges that the District agreed  
10 to take the LTS bargaining unit issue to mediation. Therefore, there is no legal basis for the issue  
11 going to mediation. In fact, the first time the Association formally raised the issue of LTS inclusion  
12 in the bargaining unit was in the immediate Appeal, filed with the EMRB well outside of the six-  
13 month statute of limitations.

14 **iii. THE LCCTA HAS HAD KNOWLEDGE OF THE RELEVANT FACTS FOR**  
15 **DECADES, BUT IT FAILED TO ACT.**

16 The LCCTA attempts to argue March 12, 2025, was the first time the Association received  
17 unequivocal notice from the District that the District “was not going to discuss the inclusion of  
18 long-term substitutes . . .” in the LCCTA bargaining unit. *See* Opp’n at 9:27-28, 10:1-4. This  
19 statement misstates the facts of this case. And is contradicted by the allegations forwarded in both  
20 the Opposition, where the LCCTA admits to receiving the April 26<sup>th</sup> email and the District’s  
21 September 26<sup>th</sup> Response. Opp’n at 3:13-22, 8:22-24. It is also undermined by the LCCTA’s  
22 concession that the bargaining unit determination is decades old. *See* Opp’n at 7:7-17. All of which  
23 establish that the Association knew about the District’s decision well before March 12, 2025, which  
24 they now allege was the first date they had “unequivocal evidence” of the District’s position.

25 Furthermore, the LCCTA never denies the District’s allegation that it has employed LTS  
26 for decades. *See* Opp’n at pg. 7. It also never denies that, for as long as anyone can remember, the  
27 bargaining unit has been limited licensed teachers, school nurses, and counselors. *See id.* As such,  
28 the LCCTA seems to concede that it has known for years, if not decades, that LTS are not included



1 the LCCTA bargaining unit. *See* Opp’n at pg. 7 (at no point does the Association allege any facts  
2 to suggest that the LCCTA did not learn of the District’s decision regarding the composition of its  
3 bargaining unit in 2024). As such, the Opposition establishes that the LCCTA has known LTS were  
4 not included in the bargaining unit for years, if not decades, but did nothing during that time to  
5 timely contest the District’s determination.

6 That said, in an attempt to improperly circumvent the statute of limitations established by  
7 NRS 288.110(4), the Association seems to argue that because they now disagree with the District’s  
8 Response to their Grievance, that disagreement somehow renews the Association’s right to appeal  
9 the District’s decision related to the composition of their bargaining unit. However, as noted above  
10 the LCCTA cites no legal authority in support of their position - likely because none exists.

11 The Supreme Court of Nevada “interpret[s] a statute or regulation by its plain meaning  
12 unless the statute or regulation is ambiguous, the plain meaning would provide an absurd result, or  
13 the interpretation clearly was not intended.” *Young v. Nev. Gaming Control Bd.*, 136 Nev. 584, 586,  
14 473 P.3d 1034, 1036 (2020) (internal citations omitted). Here, neither NRS 288.110(4) nor NRS  
15 288.170(1) are ambiguous, their plain meanings do not provide for an absurd result, and their  
16 interpretation has been clearly established by the Courts. In short, NRS 288.170(1) gives an  
17 employer the right to determine what group or groups of employees have a community of interest,  
18 for the purpose of establishing a bargaining unit. Thereafter, if an employee organization is  
19 aggrieved by the employer’s determination, it may appeal that determination to the Board. NRS  
20 288.170(5). Finally, pursuant to NRS 288.110(4), an appeal to the Board must be brought within 6  
21 months after the occurrence which is the subject of the appeal – i.e. the employer’s decision. No  
22 where in NRS Chapter 288 does the Legislature establish a process to renew untimely appeals.

23 Here, the Association is trying to renew a right to appeal the District’s bargaining unit  
24 decision issued years, if not decades earlier, by challenging that decision with a grievance as out of  
25 the blue the Association now wishes to include long-term substitute teachers in their bargaining  
26 unit. The Association provides no legal support for its action. Furthermore, if the Board were to  
27 allow the Association to renew its challenge to the District’s bargaining unit decision – issued  
28 pursuant to NRS 288.170(1), outside of the appeals deadline established by NRS 288.110(4),

1 simply because after years or decades the Association has changed its mind and now disagrees with  
2 the District's determination, the Board's action would be rendered the statute creating a limitations  
3 period to bring such appeals meaningless. The statute would be rendered meaningless because in  
4 effect, an employee organization would now be permitted to restart NRS 288.110(4)'s statute of  
5 limitations at any time by simply challenging an employer decision issued pursuant to NRS  
6 288.170(1). What is the point of having a statute of limitations if you can renew it at will?

7 On this basis the District has established that the Association has known the relevant facts  
8 for decades, and was readvised of the District's position as early as April 26, 2024, but did nothing  
9 to actually pursue the issue with the Board for over a year – until July 21, 2025. As such, the there  
10 is no question that the knowledge factor is not in the LCCTA's factor.

11 **iv. THE LCCTA DID NOT RELY ON MISLEADING STATEMENTS AND/OR**  
12 **MISLEADING CONDUCT BY THE DISTRICT**

13 As previously discussed, what happened in mediation on January 10, 2025 is confidential,  
14 and the District would violate FMCS' regulations by revealing its account of what happened during  
15 mediation. As the District respects FMCS's process, it will not break the rules of mediation by  
16 confirming or denying the LCCTA's statements that an agreement was reached during mediation  
17 under which the District agreed to negotiate with the Association regarding the addition of long-  
18 term substitute teachers into the bargaining unit.

19 However, as previously noted the District disagrees with the Association's story of events,  
20 and the record does not support the Association's contention of events. Ex. C, D, B at ¶21. Both  
21 before and after the mediation, the District absolutely refused to negotiate with the LCCTA  
22 regarding the inclusion of LTS into the Master Contract or the bargaining unit. Opp'n at 4:17-19,  
23 4:23-28. As such, the District's course of conduct is consistent.

24 Furthermore, as noted above, the issue of LTS inclusion in the Master Contract and  
25 bargaining unit was never properly before a mediator pursuant to the Grievance Procedure. Mot. at  
26 Ex. 5. As such, there was no reason for the District to agree to negotiate the issue during the  
27 upcoming negotiations as it was not a topic properly presented for mediation pursuant to Article V  
28 of the Master Contract.

1 Finally, beyond a statement in the Association's self-serving declarations, there is no actual  
2 evidence supporting the Association's contention that the District actually agreed to negotiate  
3 regarding long-term substitutes. For these reasons, the District respectfully requests that the Board  
4 find that the LCCTD did not rely on misleading statements or conduct from the District, as the  
5 weight of evidence supports the District's position that it has consistently refused to discuss and/or  
6 negotiate the inclusion of LTS in the LCCTA bargaining unit and Master Contract.

7 **v. THE DISTRICT, AND ALL PUBLIC EMPLOYERS WOULD BE SEVERELY**  
8 **PREJUDICED IF THE LCCTA WERE ALLOWED TO RENEW ITS APPEAL.**

9 Finally, if this Board were to allow the LCCTA to renew its right to challenge the District's  
10 bargaining unit decision years after the decision were issued, it would severely prejudice the  
11 District and all Nevada public employers by in effect stripping employers of the right to determine  
12 their bargaining units pursuant to NRS 288.170(1). As any decision could be challenged repeatedly  
13 by employee organizations, forcing employers before the EMRB every time an organization got it  
14 into its head to add a new position to its ranks.

15 Furthermore, such action would unsettle established bargaining units, in effect allowing  
16 employees to forum shop which unit they believed they should be a part of based on their  
17 contractual preferences. In short, there would be no certainty for employers when it comes to  
18 knowing which classifications fit into which bargaining unit, and employers would forever be  
19 fighting before the EMRB to keep even a miniscule sense of consistency.

20 For example, should the Association's appeal be dismissed in response to our Motion, if the  
21 Board were to determine that the LCCTA could renew any challenge by requesting to add a new  
22 classification to an existing bargaining unit, in effect any and all organization could do so. As a  
23 result, even if an organization lost an appeal, they could simply renew the challenge by asking to  
24 add the position again – sending the whole matter back to the EMRB pursuant to NRS 288.170(5)  
25 and NRS 288.110(4).

26 Again, this is a nonsensical reading of Chapter NRS 288, as renders the appeal process and  
27 limitations period meaningless. However, the District encourages the Board to consider both the  
28 statutory impact such a decision would have on future appeals, and the prejudicial impact allowing

1 organizations to repeatedly appeal the same decision would have on continued negotiations. It  
2 would simply be untenable for employers, as they could never be sure when their long-standing  
3 bargaining unit decisions could be subject to challenge.

4 **IV. CONCLUSION**

5 Based on the forgoing, the District respectfully requests that the LCCTA's Appeal be  
6 dismissed because it is untimely and fails to assert a probable basis for appeal.

7  
8 Dated: September 29, 2025

LITTLER MENDELSON, P.C.

9  
10 

11 S. Jordan Walsh, Esq.

12 Attorneys for Defendant  
13 The Lander County School District  
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By **United States Mail** – a true copy of the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Las Vegas, Nevada addressed as set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it would be deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an overnight delivery service pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 29, 2025, at South Lake Tahoe, CA.


  
S. Jordan Walsh  
Littler Mendelson

EXHIBIT "A"

EXHIBIT "A"

**From:** [Jordan Walsh](#)  
**To:** [Russell Klein](#)  
**Subject:** RE: Grievance  
**Date:** Thursday, October 10, 2024 1:06:11 PM

---

Absolutely. Safe travels.

**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[sjwalsh@hollandhart.com](mailto:sjwalsh@hollandhart.com) | T: (775) 327-3040

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**From:** Russell Klein <rklein@landernv.net>  
**Sent:** Thursday, October 10, 2024 12:31 PM  
**Cc:** Jordan Walsh <SJWalsh@hollandhart.com>  
**Subject:** Re: Grievance

**External Email**

Jordan,

I'm heading out soon - and will be in Chicago next week. I will be checking my email from time to time but, if you get a recommended date, would you text me and I can confirm?

(The only dates I'm NOT available is the week of Thanksgiving, Dec. 5, and then Christmas Break Dec. 23-Jan 2)

Thanks

On Thu, Oct 10, 2024 at 12:27 PM Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)> wrote:

I'm unavailable on these days.  
Nov 13-15  
Dec 19 – Jan 2  
Jan 14-15

**Allen Gumm**  
UniServ Director  
Nevada State Education Association  
1890 Donald Street  
Reno, NV 89502  
800-232-6732  
702-528-7009 cell  
775-828-6745 fax  
[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)

---

**From:** Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>  
**Sent:** Thursday, October 10, 2024 11:09 AM  
**To:** Tom Donaldson <[TDonaldson@dyerlawrence.com](mailto:TDonaldson@dyerlawrence.com)>; Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>  
**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Kelly Gilbert <[kgilbert@dyerlawrence.com](mailto:kgilbert@dyerlawrence.com)>  
**Subject:** RE: Grievance

Tom,

Thanks for the quick response. What does your availability look like between now and January?

**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[siwalsh@hollandhart.com](mailto:siwalsh@hollandhart.com) | T: (775) 327-3040

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**From:** Tom Donaldson <[TDonaldson@dyerlawrence.com](mailto:TDonaldson@dyerlawrence.com)>  
**Sent:** Thursday, October 10, 2024 11:06 AM  
**To:** Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>; Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>  
**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Kelly Gilbert <[kgilbert@dyerlawrence.com](mailto:kgilbert@dyerlawrence.com)>  
**Subject:** RE: Grievance

**External Email**

Jordan,

I am not available that week. I have a dismissal appeal hearing on 11/12 and Firefighter negotiations on 11/13-15/2024.

**\*\* We moved. Please update your records with our new address below. Thank you. \*\***

Thomas J. Donaldson  
Dyer Lawrence, LLP  
1817 N. Stewart Street, Ste. 35  
Carson City, NV 89706

---

**From:** Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>  
**Sent:** Thursday, October 10, 2024 11:00 AM  
**To:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>; Tom Donaldson <[TDonaldson@dyerlawrence.com](mailto:TDonaldson@dyerlawrence.com)>  
**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>  
**Subject:** RE: Grievance

Allen,

Herman is available the 2nd week of November – does that timeframe work for the Association?



**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[sjwalsh@hollandhart.com](mailto:sjwalsh@hollandhart.com) | T: (775) 327-3040

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---

**From:** Jordan Walsh

**Sent:** Wednesday, October 9, 2024 11:37 AM

**To:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>; [tdonaldson@dylawrence.com](mailto:tdonaldson@dylawrence.com)

**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>

**Subject:** RE: Grievance

Hey Allen,

I think mediation is a great idea. I'd be happy to reach out to Herman?

If possible, please let us know what dates your team is available for mediation. I'd rather have some options for Herman when I reach out. I'll circle back with the District's team RE dates as well.

**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[sjwalsh@hollandhart.com](mailto:sjwalsh@hollandhart.com) | T: (775) 327-3040

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---

**From:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>

**Sent:** Wednesday, October 9, 2024 8:09 AM

**To:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

**Cc:** Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>; Sondra Torgerson <[storgerson@landernv.net](mailto:storgerson@landernv.net)>; Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

**Subject:** Re: Grievance

**External Email**

Please include [TDonaldson@dylawrence.com](mailto:TDonaldson@dylawrence.com) in future communications on this matter.

**Allen Gumm**

UniServ Director

Nevada State Education Association

1890 Donald Street

Reno, NV 89502

800-232-6732

702-528-7009 cell

775-828-6745 fax

[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)

---

**From:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>

**Sent:** Wednesday, October 9, 2024 8:05 AM

**To:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

**Cc:** Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>; Sondra Torgerson <[storgerson@landernv.net](mailto:storgerson@landernv.net)>; Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

**Subject:** Re: Grievance

We would like to move forward and meditate through FMCS. If that's agreeable perhaps one of us can see if Herman Brown or another mediator can be scheduled to proceed.

**Allen Gumm**

UniServ Director

Nevada State Education Association

1890 Donald Street

Reno, NV 89502

800-232-6732

702-528-7009 cell

775-828-6745 fax

[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)

---

**From:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>

**Sent:** Monday, October 7, 2024 10:38 AM

**To:** Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

**Cc:** Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>; Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>; Sondra Torgerson <[storgerson@landernv.net](mailto:storgerson@landernv.net)>; Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

**Subject:** Re: Grievance

Thank you Katie, please have your legal counsel communicate directly with our legal counsel moving forward (copied here).

On Fri, Oct 4, 2024 at 11:02 AM Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)> wrote:

Mr. Klein,

In response to the District's denial of Grievance Control No. 20240912LCCTA, the Association wishes to advance this grievance to mediation or arbitration. We will get back with you after consultation with our legal counsel.

Thanks,

Katie

Image removed by sender.



On Thu, Sep 26, 2024 at 12:56 PM Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)> wrote:

Hi Katie,

Please see attached response to the grievance you filed. Please note, however, that the attachment can't be sent until Monday because of staff who are not in the office today.

--

**Russell Klein**

Superintendent

Lander County School District

--

**Russell Klein**

Superintendent

Lander County School District

--

**Russell Klein**

Superintendent

Lander County School District

EXHIBIT "B"

EXHIBIT "B"

1 S. Jordan Walsh, Esq.  
2 Nevada Bar No. 13481  
3 LITTLER MENDELSON, P.C.  
4 200 S. Virginia Street  
5 8<sup>th</sup> Floor  
6 Reno, Nevada 89501-1944  
7 Telephone: 775.348.4888  
8 Facsimile: 775.786.0127  
9 Email: [jjwalsh@littler.com](mailto:jjwalsh@littler.com)

10 Attorneys for Respondent  
11 LANDER COUNTY SCHOOL DISTRICT

12  
13 BEFORE THE GOVERNMENT  
14 EMPLOYEE-MANAGEMENT RELATIONS BOARD  
15

16 LANDER COUNTY CLASSROOM  
17 TEACHERS ASSOCIATION,

18 Appellant,

19 v.

20 LANDER COUNTY SCHOOL DISTRICT,

21 Appellee.

Case No. N/A

**DECLARATION OF RUSSELL KLEIN  
IN SUPPORT OF DISTRICT REPLY IN  
SUPPORT OF MOTION TO DISMISS**

22 I, Russell Klein, declare as follows:

- 23 1. I am over 18 years old.  
24 2. I have personal knowledge of the matters set forth in this Declaration, except as to  
25 those matters stated upon information and belief, and as to those matters, I believe them to be true.

26 If called as a witness, I can completely testify as to the matters presented within this Declaration.

- 27 3. I am the Superintendent of the Lander County School District (the "District").  
28 4. I have been employed by the District since the 2016-2017 school year.

1           5.     Based on information and belief, the District has had two employee organizations,  
2 including the Lander County Classroom Teachers Association (the "LCCTA"), which represent  
3 various employees employed by the District.

4           6.     Both employee organizations have entered into collective bargaining agreements  
5 with the District.

6           7.     As Superintendent, I am familiar with the terms of both collective bargaining  
7 agreements between the District and its employee organizations, and regularly interpret and apply  
8 the terms of these collective bargaining agreements in connection with the performance of my  
9 duties.

10          8.     As Superintendent, I am charged with responding to grievances received by the  
11 District for its employee organizations, and I am typically the individual responsible for  
12 responding to such grievances.

13          9.     As Superintendent, I am also charged with engaging in collective bargaining with  
14 the District's employee organizations, including negotiating successor agreements with the  
15 LCCTA.

16          10.    On or about September 12, 2024, I received a grievance from the LCCTA brought  
17 under Article V (the Grievance Procedure) of the collective bargaining agreement between the  
18 LCCTA (the "Master Contract").

19          11.    The September 12, 2024 Grievance (the "Grievance"), among other issues alleged  
20 that the District violated the terms of various reasons connected to a District decision to move a  
21 long-term substitute teacher from an elementary position to a middle school position in violation  
22 of the transfer rules established in the Master Contract.

23          12.    On September 26, 2024, I timely responded to this grievance pursuant to Article V  
24 of the Master Contract – denying the Grievance in full. At that time, I pointed out that long-term  
25 substitute teachers are not in the LCCTA's bargaining unit, and therefore, not subject to the Master  
26 Contract, so there was no basis for the challenge of the long-term substitute teacher's challenge.  
27 A copy of my response is attached as Exhibit 5 to the District's Motion to Dismiss.

28

1           13.     Following the issuance of my Response, I, on behalf of the District, have  
2 participated in all discussions with the LCCTA concerning the September 12, 2024 Grievance.

3           14.     Between September 26, 2024, and the mediation held on January 10, 2025, neither  
4 I, nor any representative of the District, agreed to discuss or otherwise negotiate the inclusion of  
5 long-term substitute teachers in the Master Contract.

6           15.     Between September 26, 2024, and the mediation held on January 10, 2025, neither  
7 I, nor any representative of the District, have agreed to discuss or negotiate expanding the LCCTA  
8 bargaining unit to include long-term substitute teachers.

9           16.     I participated in the FMCS Grievance Mediation concerning the Grievance on  
10 January 10, 2025.

11          17.     Following the close of the January 10, 2025 Grievance Mediation, neither I nor the  
12 District have ever agreed to discuss or negotiate the inclusion of long-term substitute teachers in  
13 the Master Contract, or to otherwise expand the LCCTA bargaining unit to include long-term  
14 substitute teachers.

15          18.     At all relevant times to this matter, the District and I have been consistent in all  
16 communications with the LCCTA that the District was not open to amending its long-standing  
17 determination that long-term substitute teachers are not included in the bargaining unit, because  
18 only licensed teachers, school nurses, and counselors are included in the bargaining unit.

19          19.     In anticipation of the expiration of the Master Contract on June 30, 2025, the  
20 LCCTA and the District agreed to open negotiations for a successor agreement in the Winter of  
21 2025.

22          20.     The LCCTA and the District began their collective bargaining efforts for a  
23 successor agreement to the Master Contract on or about March 12, 2025.

24          21.     Without discussing what happened during the District and the LCCTA's  
25 confidential Mediation concerning the Grievance, I vehemently disagree with the LCCTA's  
26 position as stated on page 4 of its Opposition that "part of the mediation outcome was an agreement  
27 to continue discussion of the issue – whether to include long-term substitutes who fill vacant LCSD  
28 Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of



1 an LCSD Classroom Teacher or other LCCTA Bargaining Unit position of one-half the contracted  
2 School Year or more in the LCCTA Bargaining Unit – during the parties’ negotiations for a  
3 successor agreement to the Master Contract.”

4 22. On January 15, 2025, the LCCTA contacted me to demand that the Grievance be  
5 moved to the next step of Article V’s Grievance Procedure - arbitration.

6 23. On or about January 24, 2025, the LCCTA issued a Demand to the American  
7 Arbitration Association requesting a panel of arbitrators for the purpose of moving the Grievance  
8 to arbitration, it forwarded the District this demand.

9 24. To date, I have seen no further action taken by the LCCTA to move the Grievance  
10 forward to arbitration.

11 25. To the best of my knowledge, the LCCTA has withdrawn the Grievance based on  
12 their failure to pursue the Grievance.

13 26. To the best of my knowledge, the LCCTA has never grieved the District’s original  
14 determination about the composition of the LCCTA bargaining unit.

15 27. To date, the LCCTA has not submitted a grievance challenging the District’s  
16 determination that long-term substitute teachers are not included in the LCCTA’s bargaining unit,  
17 and are not subject to the Master Contract, a determination I originally issued on April 26, 2024  
18 and reiterated in my response to the Grievance on September 26, 2024.

19 28. During the entirety of my career with the District, the LCCTA’s contract defined  
20 Teachers as “all Nevada licensed staff members including counselors and school nurses, eligible  
21 for membership in the Lander County Classroom Teachers’ Association excluding the  
22 administrative staff.”

23 29. For as long as I can remember, I have observed the District hiring long-term  
24 substitute teachers to fill vacant teaching positions within the District.

25 30. For as long as I can remember, the LCCTA’s bargaining unit has been limited to  
26 “teachers” as defined within the Master Contract.

27 31. For as long as I can remember, long-term substitute teachers have worked alongside  
28 traditional classroom teachers at District schools.



1           32.     For as long as I can remember, long-term substitute teachers have never been  
2 included in the LCCTA's bargaining unit, and their classification has never been included in the  
3 Master Contract.

4           33.     Currently, and for as long as I can remember, long-term substitute teachers have  
5 enjoyed many of the benefits offered to the District's traditional classroom teachers.

6           34.     Currently, and for as long as I can remember, the salary and benefits long-term  
7 substitute teachers receive from the District are dictated by the District Board of Trustees, and are  
8 not negotiated as part of the LCCTA's Master Contract.

9           35.     The District has had a significant number of long-term licensed teachers retire in  
10 recent years.

11          36.     As a result of this mass-retirement of long-term licensed teachers, the District has  
12 experienced a need to fill an unusually high number of open positions.

13          37.     As a result of the sheer number of open positions, and the general difficulty rural  
14 districts like the District have in hiring, the District has been forced to hire an unusually high  
15 number of long-term substitute teachers to fill vacant positions. However, this number is  
16 decreasing quickly, as the District has instituted an aggressive hiring campaign for licensed  
17 teachers, and has implement a "grow-your-own program" where unlicensed staff members are  
18 given support and assistance for the purpose of encoring those individuals to obtain their licensure  
19 in the State of Nevada. While the District was forced to hire 19 long-term substitute teachers last  
20 school year (2024-2025), during the current school year (2025-2026) that number has dropped to  
21 12, through the District's aggressive hiring efforts. Furthermore, within two years, I fully believe  
22 that the number of long-term substitute teachers on the District's staff will drop to as few as 3.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1           38.     The District's decision to limit the LCCTA bargaining unit to those classifications  
2 listed in the Master Contract – i.e. licensed teachers, counselors, and nurses - occurred well before  
3 I started working at the District.

4           I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
5 is true and correct.

6           DATED this 29th day of September, 2025

7 

8 \_\_\_\_\_  
9           RUSSELL KLEIN  
10           Superintendent  
11           Lander County School District

EXHIBIT "C"

EXHIBIT "C"

**From:** [Russell Klein](#)  
**To:** [Katie Vezina](#)  
**Cc:** [Gumm, Allen](#); [Tom Donaldson](#); [Milena Parker](#); [Jordan Walsh](#)  
**Subject:** Re: Request for Arbitration  
**Date:** Wednesday, January 22, 2025 4:56:18 PM

---

**External Email**

Hi Katie,

I am in receipt of your request to arbitrate dated Jan. 15, 2025. I am writing, however, because I'm confused by the request. Based on my recollection, the Association and the District reached a mutually agreeable resolution to the Sept. 12, 2024 Grievance, Grievance No: 20240912LCCTA – Involuntary Transfer (the Grievance) during the Jan. 10, 2025 mediation. As such, it is my understanding that the alleged violations presented in the Grievance: improperly posting vacancies, improperly transferring staff, having an improper classroom size in the 2nd Grade, and improperly filling vacancies, have been resolved - meaning - the Grievance was resolved. Therefore, as of the Jan. 10th mediation I don't understand what there is to arbitrate.

Again, my memory is that the Association's representatives expressly stated during mediation that they were no longer seeking to challenge the alleged contractual violations set out within the Grievance. If this is not your understanding of the status of the Grievance, please let me know what issues presented in the Grievance remain outstanding.

Thank you,  
Russ

On Wed, Jan 15, 2025 at 12:52 PM Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)> wrote:  
Hello Mr. Klein,

The Association is writing to formally request that Grievance Control #20240912LCCTA be advanced to arbitration. Despite our best efforts, no mutually agreeable solution was reached during the mediation hearing. We believe that arbitration will provide a fair and impartial resolution to this matter.

We appreciate your attention to this request and look forward to your prompt response so we may begin the process to select an arbitrator.

Thanks,

Katie



--

**Russell Klein**  
Superintendent  
Lander County School District

EXHIBIT "D"

EXHIBIT "D"

---

**From:** Tom Donaldson <TDonaldson@dyerlawrence.com>

**Sent:** Friday, January 24, 2025 3:09 PM

**To:** 'casefiling@adr.org' <casefiling@adr.org>

**Cc:** Milena Parker <mparker@landernv.net>; Katie Vezina <kvezina@landernv.net>; Gumm, Allen <allen.gumm@nsea-nv.org>; Kelly Gilbert <kgilbert@dyerlawrence.com>; Jordan Walsh <SJWalsh@hollandhart.com>

**Subject:** LCCTA v. LCSD--submission to arbitration

**External Email**

See attached. **Please provide the parties with a strike list of seven (7) West Coast labor arbitrators.** Thank you.

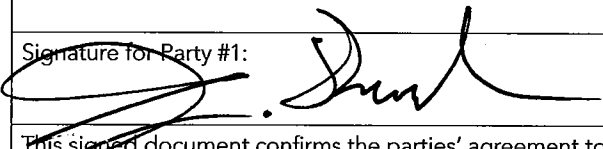
Thomas J. Donaldson, Esq.  
Nevada State Bar No. 5283  
Dyer Lawrence, LLP  
1817 North Stewart Street, Suite 35  
Carson City, NV 89706  
(775) 885-1896 office  
(775) 885-8728 facsimile  
[tdonaldson@dyerlawrence.com](mailto:tdonaldson@dyerlawrence.com)

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Date: 1/24/2025	
Name of Party #1: Lander County Classroom Teachers Ass'n (LCCTA) Check applicable box: Party #1 is <input checked="" type="checkbox"/> Union or <input type="checkbox"/> Employer	Name of Party #1 Representative: Thomas J. Donaldson, Esq.
Contact Person:	Name of Firm (if applicable): Dyer Lawrence, LLP
Address:	Representative's Address: 1817 N. Stewart St., Ste. 35
City: Battle Mountain	City: Carson City
State: Nevada <input checked="" type="checkbox"/> Zip Code:	State: Nevada <input checked="" type="checkbox"/> Zip Code: 89706
Telephone:	Telephone: 775-885-1896
Fax No.:	Fax No.:
Cell Phone:	Cell Phone:
Email Address:	Email Address: tdonaldson@dyerlawrence.com
Additional Email(s) to be copied on correspondence:	Additional Email(s) to be copied on correspondence: kgllbert@dyerlawrence.com
Signature for Party #1: 	AAA should communicate with Party #1 by: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail
This signed document confirms the parties' agreement to utilize the American Arbitration Association for the administration of their dispute as referenced below. This submission is being filed with the AAA's Labor Case Management Office in Fresno, CA.	
Service Requested: <input type="checkbox"/> Full Administration <input type="checkbox"/> List with Appointment <input checked="" type="checkbox"/> List Only <input type="checkbox"/> Grievance Mediation	
The parties request that hearings be held at the following location: Battle Mountain, Nevada	
Nature of Grievance: <input type="checkbox"/> Discharge <input type="checkbox"/> Suspension <input type="checkbox"/> Other Discipline <input checked="" type="checkbox"/> Contract Interpretation <input type="checkbox"/> Other Describe: LCCTA filed a grievance challenging LCSD's improper posting and filling a vacancy of a bargaining unit position. LCSD denied the grievance, which has been timely advanced to Level Four-Arbitration of the parties' Master Contract.	
Name of Grievant(s) (if applicable): Natalee Payne	
Remedy Sought: Grant grievance by determining vacancy and Ms. Payne are within the bargaining unit and district violated Articles 1, 2 and 11.	
Name of Party #2: Lander County School District (LCSD) Check applicable box: Party #2 is <input type="checkbox"/> Union or <input checked="" type="checkbox"/> Employer	Name of Party #2 Representative: Sarah Jordan Walsh, Esq.
Contact Person:	Name of Firm (if applicable): Holland & Hart



Address:		Representative's Address: 5470 Kietzke Lane, Suite 100	
City:		City: Reno	
State: Select...	Zip Code:	State: Nevada <input checked="" type="checkbox"/>	Zip Code: 89511
Telephone:		Telephone: 775.327.3040	
Fax No.:		Fax No.:	
Cell Phone:		Cell Phone:	
Email Address:		Email Address: SJWalsh@hollandhart.com	
Additional Email(s) to be copied on correspondence:		Additional Email(s) to be copied on correspondence:	
Signature for Party #2:		AAA should communicate with Party #2 by: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
<b>AAA Customer Service can be reached at 800-778-7879.</b>			
<b>REMINDERS:</b> Send a copy of this form to the other side at the time it is forwarded to the AAA. Please reference appropriate fees pursuant to the fee schedule outlined in the Labor Rules. You can file your case online by visiting the AAA's website at <a href="http://www.adr.org">www.adr.org</a> . Please select "AAA Webfile" from the list of side menu options. <b>You may also wish to visit our website for a complete list of our administrative services and procedures, including our Grievance Mediation Procedures, Expedited Procedures, List Only Service and List with Appointment. Your case manager can also provide additional information.</b>			

EXHIBIT "E"

EXHIBIT "E"

BEFORE THE LOCAL GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY CLASSROOM TEACHERS )  
ASSOCIATION; and JOE LAMARCA, )  
LINDA COZINE, CAROL LENHART, )  
PEGGY ROSCH, ANN LARSON, and )  
BRENDOLYN BLACK, individually )  
as taxpayers, )

ITEM NO. 210

CASE NO. A1-045428

Complainants,

v.

ORDER OF DISMISSAL

CLARK COUNTY SCHOOL DISTRICT and )  
CLARK COUNTY BOARD OF SCHOOL )  
TRUSTEES, )

Respondents.

For the Complainants:

Victor L. McDonald, Esq.

For the Respondents:

Thomas J. Moore, Esq.

For the EMRB:

Salvatore C. Gugino  
Tamara Barengo  
Jeffrey L. Eskin

At a regularly held public meeting, duly noticed and posted,  
on June 28, 1988, at the hour of 7 PM, at the Bradley Building,  
2501 E. Sahara Avenue, Las Vegas, Nevada, deliberations were held  
in the above-entitled matter which was filed by the Clark County  
Classroom Teachers Association on March 11, 1988. This order is  
based upon the papers and pleadings of the parties.

The Complaint filed by the Clark County Classroom Teachers  
Association alleged a violation of NRS 288.170, challenging the  
Clark County School District's determination of the composition  
of its bargaining unit for its administrative employees.

In determining whether or not to hear the case, the Board  
finds that the Complaint fails to allege facts in violation of

1 NRS 288.170(2) and, therefore, fails to state a claim. Further  
2 assuming for purposes of argument that a claim was stated by the  
3 Complaint, the action complained of occurred more than six (6)  
4 months before the filing of the Complaint--in this action, over  
5 nineteen (19) years before the filing. The Board, therefore,  
6 lacks jurisdiction to entertain the Complaint or appeal pursuant  
7 to NRS 288.110(4).

8 Therefore, pursuant to NRS 288.110 and NRS 288.130, the  
9 above-captioned Complaint is dismissed with prejudice, each side  
10 to bear its own attorneys' fees and costs.

11 DATED this 20<sup>th</sup> day of July, 1988.

12 LOCAL GOVERNMENT EMPLOYEE-  
13 MANAGEMENT RELATIONS BOARD

14 By *Salvatore C. Gugin*  
15 SALVATORE C. GUGINO

16 By *Tamara C. Barengo*  
17 TAMARA BARENGO

18 By *Jeffrey L. Eskin*  
19 JEFFREY L. ESKIN

20 Certified to:

21 Victor L. McDonald, Esq.  
22 DYER AND McDONALD  
23 POB 2426  
24 Carson City, NV 89702

Thomas J. Moore, Esq.  
2810 W. Charleston, #G-67  
Las Vegas, NV 89102

25 Copies to:

26 Barbara Belak, President  
27 CLARK COUNTY CLASSROOM  
28 TEACHERS ASSN.  
2950 E. Rochelle Ave.  
Las Vegas, NV 89121

Eva G. Simmons, Director  
Employee & Mgt Relations  
CLARK COUNTY SCHOOL DISTRICT  
2832 E. Flamingo Road  
Las Vegas, NV 89121

Board members  
Interested parties

Lander County School District (Respondent

Errata - Reply in Support of  
Motion to Dismiss  
Appeal of Unit Determination

1 S. Jordan Walsh, Esq.  
2 Nevada Bar No. 13481  
3 LITTLER MENDELSON, P.C.  
4 200 S. Virginia Street  
5 8<sup>th</sup> Floor  
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9 BEFORE THE GOVERNMENT

10 EMPLOYEE-MANAGEMENT RELATIONS BOARD

11 LANDER COUNTY CLASSROOM  
12 TEACHERS ASSOCIATION,

13 Appellant,

14 v.

15 LANDER COUNTY SCHOOL DISTRICT,

16 Respondent.

Case No. 2025-014

**ERRATA - REPLY IN SUPPORT OF  
THE LANDER COUNTY SCHOOL  
DISTRICT'S MOTION TO DISMISS  
APPEAL OF UNIT DETERMINATION**

17  
18 The Lander County School District (the "District") replies in Support of its Motion to  
19 Dismiss the Lander County Classroom Teachers Association's ("LCCTA" or the "Association")  
20 Appeal of Unit Determination pursuant to NAC 288.375(3) (the "Appeal"). This Reply is made and  
21 based on the following memorandum of points and authorities, the pleadings on file herein, and  
22 any oral argument that the Government Employee-Management Relations Board (the "EMRB" or  
23 the "Board") may order.

24 **MEMORANDUM OF POINTS AND AUTHORITIES**

25 **I. INTRODUCTION**

26 The District moves to dismiss the Appeal because the LCCTA has failed to timely to  
27 prosecute its appeal of the District's determination that the bargaining unit covered by the LCCTA's  
28 collective bargaining agreement with the District (the "Master Contract") is limited to: licensed

1 teachers, school nurses, and counselors.

2 In its Opposition to the District's Motion to Dismiss the LCCTA's Appeal (the "Motion"), the  
3 Association argues that the Motion should be denied because its Appeal should be subject to  
4 equitable tolling. However, equitable tolling is not available to the Association in this situation  
5 because it cannot show that it meets the factors required to trigger equitable tolling for its Appeal.  
6 In fact, the Association's argument that it has timely brought the Appeal before the Board fails  
7 because the Association is not being candid about the facts to the Board and its entire argument is  
8 support of its this Board equitably tolling its appeal is entirely based on a false and misleading  
9 recitation of alleged "facts."

## 10 II. FACTS

11 The District determined that the LCCTA bargaining unit is comprised of licensed teachers,  
12 school nurses, and counselors decades ago. *See* Mot., Ex. 2 (Torgerson Decl.) at ¶¶5, 15.

13 In April 2024, the LCCTA contacted the District to request the addition of two new  
14 classifications to its bargaining unit – i.e. social workers and school phycologists. *See* Mot. at Ex.  
15 4 (Mr. Klein's Response Email).

16 On April 26, 2024, in response to the LCCTA's request to add new classifications to its  
17 bargaining unit Mr. Russell Klein, the District's Superintendent, advised the LCCTA that "the  
18 contract limits its application to a bargaining unit comprised of licensed teachers, counselors, and  
19 school nurses. *See id.* This is how this contract has been interpreted for years, if not decades." *Id.*  
20 At that time, Mr. Klein also pointed out that any challenges to the District's decision would be  
21 untimely pursuant to NRS 288 because the District's determination about the composition of the  
22 bargaining unit had been in place for years. *See id.* at ¶5. The LCCTA never responded to Mr.  
23 Klein's April 26, 2024, email.

24 On September 12, 2024, the LCCTA submitted a grievance pursuant to Article V of the  
25 Master Contract (the "Grievance"). *See* Mot. at Ex. 4, pg. 3. The Grievance alleged that several  
26 actions taken by the District in connection with a long-term substitute teacher's transfer from an  
27 elementary classroom to a middle school classroom before the start of the 2024-2025 school year,  
28 violated both the Master Contract and state law.



1 On September 26, 2024, the District responded to the Grievance, denying each of the  
2 allegations therein for various reasons. Mot. at Ex. 6. At that time, the District reiterated that long-  
3 term substitute teachers (hereafter “LTS”) are not part of the LCCTA bargaining unit and not  
4 subject to the Master Contract. *See id.* at Ex. 6, pg. 3.

5 Between October 1<sup>st</sup> and October 7<sup>th</sup>, 2024, the District and the LCCTA (collectively the  
6 “Parties”) engaged in a string of back-and-forth communications addressing questions posed by the  
7 LCCTA about the District’s position that LTS are inclusion in the bargaining unit. *See* Mot. at Ex.  
8 7-8.

9 On October 4, 2024, the LCCTA contacted the District to say that they’d like to move the  
10 Grievance forward with either mediation or arbitration, noting they would get back to us later with  
11 their decision. Ex. A (October 4, 2024 Email String). On October 9, 2024, the LCCTA confirmed  
12 their desire to take the Grievance to FMCS mediation. *See id.* at October 9, 2024 Email from Allen  
13 Gumm. The District agreed to move the Grievance to mediation, and thereafter the mediation was  
14 scheduled for January 10, 2025. *See* Opp’n at 4:10-11.

15 At no point leading up to mediation on January 10th did the District agree to mediate the  
16 composition of the LCCTA bargaining unit, as it had already asserted a management right to  
17 determine the composition of the unit. *See* Mot. at Ex. 5, *see also* Ex. B (Declaration of Russell  
18 Klein, hereafter “Klein Decl.”) at ¶14. Furthermore, at all times leading up to FMCS mediation, the  
19 District was clear with the Association that it would not change its determination concerning the  
20 inclusion of LTS teachers in the LCCTA bargaining unit. *See* Mot. at Ex. 7 and 8.

21 On January 15, 2025, the LCCTA contacted the District to request that the Grievance be  
22 moved to arbitration, as no agreement was reached during mediation. *See* Ex. C (email string  
23 between LCCTA and the District following mediation). On January 22, 2025, the District  
24 responded to this email, noting that the District was confused, as it believed we resolved each of  
25 the issues in the Grievance presented for mediation during mediation, and on this basis arbitration  
26 was unnecessary. *See id.* At that time, the District listed each of the issues from the Grievance it  
27 believed had been resolved. *See id.* Notably, this list does not include an agreement to negotiate  
28 regarding the inclusion of LTS into the Master Contract. *See id.* On January 24, 2025, the LCCTA

1 forwarded the District the demand for a panel of arbitrators it issued to American Arbitration  
2 Association (“AAA”). Ex. D. After filing its January 24<sup>th</sup> Demand to AAA, the LCCTA has taken  
3 no steps to move their request to arbitrate forward. Ex. B at ¶¶24-25. Furthermore, the LCCTA has  
4 never responded to the District’s January 22, 2025 email regarding the status of the Grievance. *See*  
5 *id.* at ¶27.

6 On January 10, 2025, the Parties engaged in FMCS mediation.

7 On or about March 12, 2025, the Parties met to negotiate terms for a successor agreement  
8 to the Master Contract. Opp’n at 4:17-18. At that meeting, the LCCTA presented many initial  
9 proposals concerning the Master Contract, including a proposal to add LTS into the Master  
10 Contract, along with social workers, psychologists, and speech and language therapists/providers.  
11 Ex. E (LCCTA’s Proposal for Amendment to Article 1.2). During this meeting, the District  
12 asserted its management right not to negotiate or discuss the inclusion of LTS in connection with  
13 the Master Contract negotiations. *See* Opp’n at 4:17-22. On April 28, 2025, the District issued a  
14 formal counter proposals to the LCCTA’s negotiations team. *See* Opp’n at 4: 23-24. This counter  
15 proposal included a formal assertion of management rights in response to the proposed amendment  
16 to Article 1.2 concerning LTS presented by the LCCTA on March 12, 2025. *See* Opp’n at 4:23-28.

17 To date, the District has never agreed to negotiate or otherwise discuss the inclusion of  
18 LTS in LCCTA bargaining unit or the LCCTA Master Contract. Ex. B at ¶¶15,17,18, 21.

### 19 **III. ARGUMENT**

#### 20 **A. THE DISTRICT’S DETERMINATION ABOUT THE COMPOSITION OF THE LCCTA** 21 **BARGAINING UNIT IS DECADES OLD.**

22 In the LCCTA’s Opposition, they do not contest that the District’s determination regarding  
23 the composition of the LCCTA bargaining unit occurred decades ago. Generally, in Nevada, if a  
24 party does not submit an opposition to an argument presented in a motion, that failure to oppose  
25 the argument is construed as an admission that the argument is meritorious, and that the opposing  
26 party consents to the court reviewing the motion finding the same. Dist. Ct. Rule 13.3.

27 Here, the District argues that it made its determination regarding the composition of the  
28 LCCTA bargaining unit – finding that the bargaining unit only contains licensed teachers, school

1 nurses, and counselors, decades ago.<sup>1</sup> The LCCTA does not challenge the timing of the NRS  
2 288.170(1) bargaining unit determination in its Opposition. Therefore, the EMRB should find that  
3 the decision was in fact issued decades old.

4 **B. NRS 288.170 DOES NOT AUTHORIZE PARTIES TO RENEW**

5 **CHALLENGES TO A BARGAINING UNIT COMPOSITION DECISION.**

6 Conceding that the District made its determination about the composition of the LCCTA's  
7 bargaining unit decades ago, the LCCTA now tries to argue that it should not be held to that  
8 determination because the Legislature did not intend bargaining unit composition decisions made  
9 pursuant to NRS 288.170 to be permanent. *See* Opp's at 7:7-17. However, the LCCTA fails to cite  
10 any legal authority supporting their position – likely because no such authority exists. In this  
11 Board's decisions regarding the "permanent" nature of a decision issued pursuant to NRS  
12 288.170(1) are quite clear – once the determination is made, the determination is permanent until  
13 such time as the employer chooses to amend the determination. In NRS Chapter 288 the Legislature  
14 does not give employee organizations the right to renew challenges to decisions issued pursuant to  
15 NRS 288.170(1) beyond the 6-month appeals period established pursuant to NRS 288.170(5) and  
16 NRS 288.110(4). Had the Legislature intended for these decisions to be renewable, they would  
17 have added such language. Their silence on the issue is decisive and establishes that the Legislature  
18 did not intend for such decision to be subject to future disruption.

19 In support of its position, the District relies on this Board's longstanding decision from  
20 *Clark Co. Classroom Teachers Ass'n, et al v. Clark Co. School Dist.*, Item No. 210, Case No. A1-  
21 0454228 at pg. 2 (July 20, 1988). In *Clark Co. Classroom Teachers Ass'n v. Clark Co. School Dist.*,  
22 the Clark County Teachers Association seems to have asked for additional classifications to be  
23 added to their bargaining unit. When the Clark County School District apparently denied this  
24

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25 <sup>1</sup> The District does not agree with the Association's assertion concerning the classifications  
26 included within the LCCTA's bargaining unit. In the Opposition, the LCCTA alleges that the  
27 Parties do not dispute that the "LCCTA Bargaining Unit includes teachers, counselors, school  
28 nurses, social workers, speech pathologists and school psychologists." *See* Opp'n at 2:19-21. This  
statement is false. As noted in the District's April 26, 2024 email, Mot. at Ex. 4, and as reiterated  
in the District's Response to the Grievance, Mot. at Ex. 6, and the District's Motion to Dismiss, the  
District's position is, and has always been, that the "bargaining unit [is] comprised of licensed  
teachers, counselors, and school nurses." *See* Mot. at Ex. 4, Ex. 6, at pg. 3.

1 request, the Clark County Teachers Association appealed the School District's nineteen-year-old  
2 bargaining unit composition decision which seems to have excluded "administrative employees"  
3 from the Teachers Association's bargaining unit.

4 Following the Teachers Association's appeal of the bargaining unit decision, the School  
5 District moved to dismiss the appeal on the basis that the School District had decided the  
6 composition of the bargaining unit 19 years earlier. The school district argued that the appeal was  
7 brought well outside the 6-month statute of limitations established by NRS 288.110(4), so the Board  
8 lacked subject matter jurisdiction over the appeal. Upon review of the facts, the Board agreed,  
9 dismissing the appeal.

10 The immediate case is nearly identical to the situation in the *Clark County Classroom*  
11 *Teachers Association* case. The LCCTA inexplicably argues that the Board's decision in *Clark Co.*  
12 *Classroom Teachers Ass'n* case is "of no avail" to the present case, but it provides no facts or  
13 authority supporting this position. Opp'n at 7:18-19. Instead, the LCCTA throws out some red  
14 herron arguments that should be disregarded by the Board.

15 The LCCTA inappropriately tries to add a new theory for why the Board decided to dismiss  
16 the appeal in the *Clark County* case, arguing that language added to NRS Chapter 288 in 1969  
17 factored into the Board's decision. Opp'n at 7:23-28. However, this argument fails as a matter of  
18 law for two reasons:

19 First, the argument improperly seeks to add discussion to the Board's 1988 decision that  
20 does not exist in the decision. The document speaks for itself, and the LCCTA's attempt to add  
21 discussions is particularly improper because the Board could have included such discussion,  
22 because as the LCCTA points out the statute had been in existence for nearly two decades at the  
23 point the *Clark County* case was decided, and presumably chose not to discuss the issue of the 1969  
24 changes because they had no impact on the matter, as NRS 288.170 does not permit employee  
25 organizations to renew challenges years after bargaining unit determinations are made. *See Clark*  
26 *Co. Classroom Teachers Ass'n v. Clark Co. School Dist.*, at pgs. 1-2 (a true and correct copy of the  
27 decision is attached hereto as Ex. F).

28 Second, the LCCTA argument relies on the Association's unsupported assumption that the

1 Board's reference to "administrative employees" on page 1, line 26 of the decision related to  
2 "school administrators." See Opp'n at 7:21-22. However, the decision is silent as to what  
3 classifications were the subject of the dispute. See Ex. F at 1-2. In fact, all the decision says is that  
4 the Teachers Association attempted to add "administrative employees" to its bargaining unit. See  
5 *id.* at 2:26. Based on the fact that the 1969 legislature prohibiting supervisor staff – i.e.  
6 administrators to participate in bargaining units with teachers was well in place by the time of the  
7 1988 Board decision, is far more likely that the Teachers Association sought to add non-supervisory  
8 administrative staff to their unit – i.e. school secretaries, para-pros, counselors, therapists, etc., and  
9 positions like these were the subject of the dispute. It seems nonsensical and highly unlikely that  
10 the Teachers Association would try to add actual administrators – supervisory staff, like principals  
11 or assistant principals, to their unit considering NRS 288.170 had expressly prohibited such  
12 additions for almost a two decades. See NRS 288.170(2).

13 Finally, LCCTA also argues that the Board's decision is too short to have any bearing on  
14 the present case, citing no authority for its position. This argument fails as a matter of law because  
15 neither the Board nor any Court in the State of Nevada, have ever held that the length of an court  
16 order or administrative decision in any way correlates to its impact. It does not matter that the  
17 Board's decided is short, the Board's findings are still binding. In fact, the shortness of the decision  
18 underscores the District's position that it is well established law in Nevada that once a bargaining  
19 unit's composition is decided by a public employer, there is no basis for an employee organization  
20 to come years later and try to appeal that decision.

21 Based on the Board's past decisions and the plain language of NRS Chapter 288 –  
22 specifically NRS 288.170(5) and NRS 288.110(4), there is no basis for the LCCTA position that  
23 they should be allowed to review their right to challenge the District's decades old bargaining unit  
24 composition determination. For this reasons, the LCCTA's argument concerning the impact of the  
25 addition of NRS 288.170(2)(concerning school principals and administrators) on the *Clark County*  
26 case does not hold water and may, and should properly, be disregarded by the Board.

27 ///

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1                   **C. EVEN IF NRS 288.170 PERMITTED PARTIES TO RENEW A CHALLENGE TO A**  
2                   **BARGAINING UNIT COMPOSITION DECISION, LCCTA IS TOO LATE.**

3           Even if the Board found that the employee organizations could challenge decades old  
4 bargaining unit determinations pursuant to NRS 288.170(5) based on an alleged change in  
5 circumstances, as seemingly argued by the LCCTA, the LCCTA's appeal is still untimely. *See*  
6 *Opp'n* at pg. 7. The Appeal is still untimely because, in no uncertain terms, back on April 26, 2024,  
7 the District informed the LCCTA that only: licensed teachers, school nurses, and counselors were  
8 included in the bargaining unit. *Mot.* at Ex. 4. As such, the LCCTA had until October 28, 2024, to  
9 appeal that decision – presumably the change being that the District has, in recent years, hired more  
10 long-term substitute teachers to fill vacant teaching positions. However, it failed to file the  
11 immediate appeal until July 21, 2025 – nearly nine months late.

12           The LCCTA falsely argues that the District did not notify the Association that long-term  
13 substitute teachers were not included in the LCCTA bargaining unit until the District issued its  
14 September 26, 2024 Response. *Opp'n* at 11:11-18. Specifically, the LCCTA says that the District  
15 “falsely claims that on April 26, 2024, the ‘District specifically told the LCCTA that long-term  
16 substitute teachers were not included in the bargaining unit.’” *Opp'n* at 3:13-14. This argument  
17 fails for two reasons: (1) the LCCTA has already conceded that the District's determination about  
18 the composition of the LCCTA bargaining unit was made decades ago, and (2) the argument  
19 erroneously suggests that employers must include a laundry list of excluded positions as well as  
20 included positions to properly comply with NRS 288.170(1).

21           The LCCTA's argument fails because it ignores that there is no requirement under NRS  
22 288.170 that an employer list all classifications that are not included in a bargaining unit when  
23 making a decision about which classifications have a community of interest and should be included  
24 as part of a bargaining unit. Instead, NRS 288.170 simply requires employers to identify which  
25 groups of employees constitute an appropriate unit or units for negotiation based on a community  
26 of interest. NRS 288.170(1). As such, if the LCCTA were allowed to challenge the more recent  
27 decent decisions regarding bargaining unit composition issued by the District, decisions that simply  
28 reiterated the District's existing bargaining unit determinations, the communication triggering NRS

1 288.110(4) tolling period would have been Mr. Klein's email to Mr. Gumm on April 26, 2024. As  
2 in that communication the District clearly informed the LCCTA that classifications that are not  
3 licensed teachers, school nurses, or counselors are not included in the bargaining unit. Mot. at Ex.  
4 4.

5 The LCCTA would have this Board disregard the fact that Mr. Gumm, the LCCTA's  
6 representative, received the District's email, stating that only licensed teachers, school nurses, and  
7 counselors are included in the bargaining unit, on April 26, 2024. It would have this Board believe  
8 that the District's explicit email was insufficient to notify it that classifications not listed in the  
9 email were excluded from the bargaining unit. Opp'n at 3:13-22. Again, the LCCTA provides no  
10 support for its conclusion. *See id.* Instead, the LCCTA ask the Board to disregard this fact without  
11 cause and without providing any legal grounds for the Board to do so. Additionally, the LCCTA  
12 would also have this Board disregard the fact that neither Mr. Gumm, nor the LCCTA took any  
13 action to challenge that decision for more than a year after the email was received by the  
14 Association. As there is no basis for this Board to ignore the April 26, 2024 email, or the fact that  
15 the LCCTA received the email, the facts show that the argument that the LCCTA did not have  
16 notice of the District's decision regarding the composition of the bargaining unit until September  
17 2024 is both false, deceptive, and forwarded in bad faith.

18 Finally, just because the LCCTA has had turnover in its leadership, and the current  
19 leadership did not realize that the bargaining unit was comprised of only those classifications  
20 articulated in the LCCTA's Master Contract, the fact would in no way undermine or otherwise  
21 negate the District's pre-existing determination regarding the composition of the LCCTA  
22 bargaining unit. *See* Mot. Ex. 1 at Art. 1.2. In fact, the composition of the bargaining unit is, and  
23 has always been, clearly articulated in Article 1.2 of the Master Contract. The fact that the LCCTA  
24 brought this Appeal without reading their Master Contract, simply goes to show that this Appeal  
25 itself was been brought in bad faith.

26 **D. EQUITABLE TOLLING IS NOT AVAILABLE TO THE LCCTA IN THIS SITUATION.**

27 Equitable tolling is defined as "[t]he doctrine that the statute of limitations will not bar a  
28 claim if the plaintiff, despite diligent efforts, did not discover the injury until after the limitations

1 period had expired" *City of N. Las Vegas v. State Local Gov't Empl.-Mgmt. Rels. Bd.*, 127 Nev.  
2 631, 640, 261 P.3d 1071, 1077 (2011). The six-month limitations period for filing claims with the  
3 EMRB may be subject to equitable tolling. *City of N. Las Vegas v. State Local Gov't Empl.-Mgmt.*  
4 *Rels. Bd.*, 127 Nev. at 635, 261 P.3d at 1073-74. Equitable tolling can be applied to allow the EMRB  
5 to hear claims brought outside the six-month statute of limitations for claims of NRS Chapter 288  
6 violations where the claimant can show it was diligent in filing its claims after acquiring knowledge  
7 of such violations. *See City of N. Las Vegas*, 127 Nev. at 635, 261 P.3d at 1074.

8 However, the statute of limitations established by NRS 288.110(4) begins to run when the  
9 individual alleging the claim violation receives unequivocal notice of the final adverse decision  
10 which is the subject of their challenge. *See id.* at 127 Nev. at 639, 261 P.3d at 1076. In reaching  
11 this determination, the Supreme Court of Nevada relies on the decision in *Nevada State Bank v.*  
12 *Jamison Partnership*, in which the Court held "that a 'statute of limitation[s]' will not commence to  
13 run until the aggrieved party knew, or reasonably should have known, of the facts giving rise of the  
14 breach.'" *City of N. Las Vegas*, 127 Nev. at 639, 261 P.3d at 1076 (citing its earlier hold in *Nevada*  
15 *State Bank*, 106 Nev. 792, 800, 801 P. 2d 1377, 1382 (1990)).

16 When determining whether equitable tolling will apply, courts look at the following factors:  
17 "the claimant's diligence, knowledge of the relevant facts, reliance on misleading authoritative  
18 agency statements and/or misleading employer conduct, and any prejudice to the employer." *Id.* In  
19 the following, the District will address each of the factors considered by Court when determining  
20 whether equitable tolling is appropriate. In conclusion, the District will show that when each factor  
21 is considered, they do not support a basis for equitable tolling.

22 Here, the District will discuss each factor in turn. However, as the District can establish that  
23 the LCCTA did not meet any of the factors for equitable tolling, the Board may properly find that  
24 there is no basis to toll their Appeal, and on this basis find the appeal is untimely and should be  
25 dismissed.

26 **i. THE LCCTA'S POSITION IS BASED ON FALSE STATEMENTS OF FACT.**

- 27 a. The Grievance Does not Challenge the District's Determination that  
28 Long-Term Substitute Teachers are Not Part of the Bargaining Unit or



1 Covered by the LCCTA Master Contract.

2 The Master Contract contains a detailed Grievance Procedure negotiated by the LCCTA  
3 and the District. *See* Opp'n at Ex. 1 (Master Contract) at Art. V, pgs. 8-14. On September 12, 2024,  
4 the Association submitted a grievance to the District in accordance with Article 5.5.1 (the  
5 "Grievance"). The Grievance alleges several violations of law and the Master Contract. Mot.at  
6 Ex.5. After reviewing the Grievance, on September 26, 2024, the District responded formally,  
7 addressing each alleged violation individually, and denying each alleged violation for various  
8 reasons. *See* Mot. at Ex. 6. Notably, one of the issues presented through the Grievance was the  
9 transfer of a long-term substitute in a manner that allegedly violated various articles of the Master  
10 Contract. *See* Mot. at Ex.5. In response to this issue, the District denied the alleged violation on  
11 the basis that the allegedly aggrieved employee was a long-term substitute teacher who was not  
12 subject to the LCCTA's Master Contract, as long-term substitutes are not Teachers as defined by  
13 Article 1.2 of the Master Contract. (Response).

14 Following the District's issuance of its Response, the Association asked some follow-up  
15 questions regarding the District's position regarding long-term substitutes not being subject to the  
16 Master Contract. Thereafter, disagreeing with the District's denial of its Grievance, the LCCTA  
17 asked to take the Grievance to mediation in accordance with Article 5.7, the next step in the  
18 grievance procedure. *See* Opp'n at Ex. 1, Art. V. The District agreed to engage in mediation. Ex.  
19 A. Thereafter, the parties engaged in mediation on January 10, 2025.

20 b. The Association Has Never Grieved the District's Determination that  
21 Long-Term Substitute Teachers ("LTS") are Not Subject to the Master  
22 Contract.

23 The Association has never grieved the District's determination that long-term substitute  
24 teachers are not included in the LCCTA's bargaining unit. Instead, the LCCTA simply requested  
25 to take its Grievance, as drafted on September 12, 2025, to mediation. Ex. A. As drafted, the  
26 Grievance does not challenge the District's conclusion that long-term substitute teachers are not  
27 members of the LCCTA's bargaining unit. *See* Mot. at Ex. 5. As such, the question of whether the  
28 long-term substitute teacher is included in the bargaining unit was never grieved in accordance with

1 the negotiated grievance procedure, and therefore, could not have been properly submitted for  
2 mediation in accordance with the Grievance Procedure.

3 Furthermore, the District did not agree, and in fact has never agreed, to waive the Grievance  
4 Procedure in a manner that would have allowed the Association to submit a grievance concerning  
5 the District's determination that long-term substitute teachers are not included in the bargaining  
6 unit to mediation without first submitting such a grievance to the District in accordance with Article  
7 5.5.1. Importantly, in its Opposition, the Association seems to agree with the District's position that  
8 no grievance challenging the inclusion of long-term substitute teachers has ever been submitted by  
9 the Association. This conclusion arises from the fact that the Opposition includes no mention to  
10 any such grievance and certainly does not allege that such a grievance was ever pursued by the  
11 Association. *See generally* Opp'n, *see also* Ex. B (Klein Decl.) at ¶¶ 14, 18.

12 In its Opposition, the Association argues that it has diligently prosecuted the issue of  
13 whether long-term substitute teachers are included in the bargaining unit. Opp'n at 2:1-4. In support  
14 of this contention, the LCCTA argues that "[a]t the earliest," it discovered that the District does not  
15 include long-term substitutes in the LCCTA bargaining unit on September 26, 2026, when the  
16 District responded to the Grievance. Opp'n at 8:22-27. It then argues that within two weeks it  
17 requested that the Grievance move to mediation. *See* Opp'n at 9:1-2. On this basis the LCCTA  
18 asserts that the 6-month statute of limitations to bring its appeal began to toll on October 9, 2024.

19 The LCCTA's argument fails as a matter of law because it ignores the fact that the LCCTA  
20 never actually grieved the District's decision that long-term substitute teachers are not included in  
21 the bargaining unit. As such, the issue that went to mediation was whether an individual long-term  
22 substitute teacher's transfer and the impacts to other staff related to that transfer violated the Master  
23 Agreement. *See* Mot. at Ex. 5. Importantly, the Grievance could not challenge the District's  
24 determination regarding the issue of LTS cited in the District's response because the decision came  
25 after the Grievance was submitted, and in fact responds to the Grievance itself, and any challenge  
26 to the District's decision included in the April 26<sup>th</sup> email would have been untimely, as a grievance  
27 must be submitted within 16 work days of the event triggering the grievance per Article V of the  
28 Master Contract. As such, the question at issue in this Appeal – whether the long-term substitute

1 teachers at the District should be included in the bargaining unit has never been grieved, let alone  
2 properly submitted for mediation. Ex. B at ¶¶26-27.

3 c. The Record Does Not Support the Association's Contention that the  
4 District Agreed to Engage in Negotiations with the LCCTA Concerning  
5 the Addition of Long-Term Substitute Teachers into the LCCTA  
6 Bargaining Unit and/or Master Contract.

7 As an initial matter, the federal rules concerning a party's participation in FMCS mediation  
8 expressly prohibit parties – like the District - from discussing what happened during mediation  
9 outside of mediation. 29 CFR Part 1425.2(d)(4). When parties agree to participate in FMCS  
10 mediation they agree to abide by guidelines established by FMCS for grievance mediation. 29 CFR  
11 Part 1425.2(d)(9). These guidelines include a prohibition against parties revealing what happened  
12 during mediation. 29 CFR Part 1425.2(d)(9)<sup>2</sup>.

13 Therefore, the District is prohibited from confirming or denying the Association's  
14 allegations about what happened during mediation because if the District were to deny the  
15 Association's allegations about what took place during mediation on January 10, 2025, the action  
16 would necessarily constitute a violation of the rules adopted by FMCS which require parties to keep  
17 information concerning the goings on within mediation confidential. As such, the Association has  
18 violated the FMCS participation rules by alleging that certain agreements were made during  
19 mediation, and conveniently for the LCCTA the District is prohibited denying the Association's  
20 allegations because any such denial would necessarily require the District to improperly disclose  
21 what actually happened during the mediation.

22 That being said, the District does not need to violate the FMCS rules in order to contradict  
23 the Association's allegation that during mediation because the written record between the Parties  
24 both leading up to and following mediation support the District's position that it has never agreed  
25 to even discuss, let alone negotiate, the inclusion of long-term substitute teachers in the Master  
26 Contract or the LCCTA bargaining unit. See Ex's A, C, D. As such, the District can show that the

27 <sup>2</sup> 29 CFR Part 1425.2(d)(4) reads: "Proceedings before the mediator will be informal and rules of  
28 evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.  
The mediators notes are confidential and content shall not be revealed."

1 Association's allegation regarding an agreement to negotiate the inclusion of LTS into the Master  
2 Contract is false.

3 First, as noted above, that question of whether long-term substitute teachers were included  
4 in the Master Contract was never grieved, therefore, the question could not have been properly  
5 presented for mediation. Additionally, the District has never agreed to waive its grievance  
6 procedures so as to allow the Association to bring the question to mediation, let alone the January  
7 10, 2025 mediation. Ex. B at ¶¶16-21. Therefore, except for a couple self-serving statements made  
8 by LCCTA leaders for the Opposition more than six months after the mediation was completed,  
9 there is no evidence establishing, or even suggesting, that the District ever agreed to discuss or  
10 negotiate the inclusion of long-term substitute teachers in the Master Contract or the LCCTA  
11 bargaining unit. Instead, the record shows the opposite is true. The record also shows that while the  
12 LCCTA repeatedly tried to negotiate the inclusion of LTS into their bargaining unit and Master  
13 Contract during the current negotiations between the Parties, the District's negotiating team  
14 repeatedly refused to agree to open the issue for negotiations in connection with the Master  
15 Contract. Ex. B at ¶¶13-21.

16 In fact, while the Association alleges that "part of the mediation outcome was an agreement  
17 to continue discussion of the issue -whether to include long-term substitutes who fill vacant LCSD  
18 Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of an  
19 LCSD Classroom Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted  
20 School Year or more in the LCCTA Bargaining Unit – during the parties' negotiations for a  
21 successor agreement to the Master Contract." Opp'n at 4:11-16. It presents no evidence supporting  
22 this contention, except for the self-serving declarations created in connection with the Opposition;  
23 no written agreement between the Parties, no emails confirming the agreement existed, nothing.

24 While the District would relish the opportunity to present this Court with information  
25 concerning exactly what happened during January 10, 2025 mediation, including calling the FMCS  
26 Mediator, Mr. Herman Brown, as witness to confirm what actually happened, FMCS is clear about  
27 one thing, mediation is confidential. As such, the District finds itself in an unenviable position, as  
28 it may not contradict the Association's contention about what happened during mediation without

1 violating FMCS rules by revealing confidential information about the contents of the mediation to  
2 this Board.

3 That said, without discussing the details of what happened during mediation, the District  
4 challenges the allegation that the Parties reached the agreement cited in the LCCTA's Opposition  
5 by pointing to communications between the Parties from Mid-January 2025, shortly after mediation  
6 concluded. Opp'n at 4:11-16. First, on January 15, 2025, Katie Vezina, a declarant that the  
7 Association relies on to support the existence of the mediation agreement alleged in the Opposition,  
8 contacted District Superintendent, Russell Klein, to demand that the Grievance be moved to  
9 arbitration. Ex. C. At that time, Ms. Vezina notes "[d]espite our best efforts, no mutually agreeable  
10 solution was reached during the mediation hearing." *See id.* In her email, Ms. Vezina makes no  
11 reference to any agreement reached between the parties, let alone an agreement to negotiate or  
12 otherwise further discuss the addition of long-term substitute teachers to the LCCTA bargaining  
13 unit. *See id.* Instead, she asks to take the Grievance to the next step of the grievance procedure –  
14 arbitration. *See id.* As such, the email belies Ms. Venzina's current position that the parties reached  
15 a mediation outcome where they agreed that they would engage in further negotiations concerning  
16 the addition of long-term substitutes to the LCCTA bargaining unit or Master Contract.

17 Further undermining the Association's contention that an agreement to negotiate the  
18 inclusion of long-term substitute teachers into the Master Contract is belied by Mr. Klein's response  
19 to Ms. Vezina's email. *See id.* At that time, Mr. Klein identified the agreements that he believed  
20 the parties actually reached during mediation. *See id.* In fact, the email identifies each of the issues  
21 cited in the Grievance which Mr. Klein believed had been resolved through mediation. Notably,  
22 the email makes no mention of an agreement to continue discussing and/or negotiate the inclusion  
23 of long-term substitute teachers in the LCCTA bargaining unit. *See id.* As such, the  
24 contemporaneous communications between the Parties undermine the Association's contention that  
25 the "mediation outcome" articulated in their Opposition – i.e. "an agreement to continue discussion  
26 of the issue -whether to include long-term substitutes who fill vacant LCSD Classroom Teacher or  
27 other LCCTA Bargaining Unit positions and/or who cover the absence of an LCSD Classroom  
28 Teacher or other LCCTA Bargaining Unit position for one-half of the Contracted School Year or

1 more in the LCCTA Bargaining Unit – during the parties’ negotiations for a successor agreement  
2 to the Master Contract.” – was ever reached during mediation on January 10, 2025. Opp’n at 4:11-  
3 16.

4 Again, the District is prohibited from confirming or denying what happened during FMCS  
5 mediation, but it respectfully asks the Board to consider the logic of the Association’s allegation  
6 that an agreement was reached, but never recorded or discussed between the Parties following the  
7 mediation. If such an agreement was reached, why is it not called out in the follow-up  
8 communications between the Parties when they are expressly identifying agreements they thought  
9 were reached? Furthermore, how could such an agreement be reached during mediation if the  
10 subject matter of the agreement was not actually grieved, and the parties never agreed to waive the  
11 grievance procedure’s requirements for brining such issues to mediation? In short, the  
12 Association’s position does not align with the facts of the case.

13 **ii. THE LCCTA HAS NOT DILIGENTLY PURSUED ITS APPEAL.**

14 Contrary to the LCCTA’s position, it has not diligently pursued its appeal. Setting aside the  
15 fact that the issue of whether long-term substitute teachers should have been appealed years, if not  
16 decades ago, pursuant to the language of NRS 288.170(5) and NRS 288.110(4), the Association’s  
17 position that it has diligently pursued its challenge of the District’s decision that LTS are not  
18 included in the contract is simply false. Beyond filing the immediate untimely appeal, the LCCTA  
19 has never actually challenged the District’s determination that LTS are not part of the LCCTA  
20 bargaining unit. Ex. B at ¶¶26-27.

21 Here, the LCCTA points to the September 12, 2024 Grievance as evidence that they have  
22 diligently pursued their challenge of the District’s decision that LTS are the part of the bargaining  
23 unit. However, the allegation that the Grievance challenges the District’s bargaining unit  
24 determination is false.

25 First, the Grievance never alleges that the District violated the Master Contract by  
26 excluding long-term substitutes from inclusion in the Master Agreement, Mot. at Ex. 5. Notably,  
27 the LCCTA specifically alleges that the first time it discovered that the District did not include  
28 long-term substitute teachers in the bargaining unit was the District’s Response to their Grievance,

1 then the Grievance necessarily could not have challenged the determination in the Response – as  
2 the Response did not exist at the time of the Grievance. Opp’n at 8:22-27. Therefore, the Grievance  
3 necessarily cannot challenge the determination in the Response as the Grievance was created before  
4 the Response.

5 In fact, the Grievance does not actually challenge the District’s determination related to the  
6 bargaining unit, as such, there was no proper basis for taking the issue to grievance mediation on  
7 January 10, 2025 because the issue concerning whether long-term substitute teachers are included  
8 in the bargaining unit had never been raised by the LCCTA in the September 12<sup>th</sup> Grievance, or  
9 any other grievance for that matter. Furthermore, the LCCTA never alleges that the District agreed  
10 to take the LTS bargaining unit issue to mediation. Therefore, there is no legal basis for the issue  
11 going to mediation. In fact, the first time the Association formally raised the issue of LTS inclusion  
12 in the bargaining unit was in the immediate Appeal, filed with the EMRB well outside of the six-  
13 month statute of limitations.

14 **iii. THE LCCTA HAS HAD KNOWLEDGE OF THE RELEVANT FACTS FOR**  
15 **DECADES, BUT IT FAILED TO ACT.**

16 The LCCTA attempts to argue March 12, 2025, was the first time the Association received  
17 unequivocal notice from the District that the District “was not going to discuss the inclusion of  
18 long-term substitutes . . .” in the LCCTA bargaining unit. *See* Opp’n at 9:27-28, 10:1-4. This  
19 statement misstates the facts of this case. And is contradicted by the allegations forwarded in both  
20 the Opposition, where the LCCTA admits to receiving the April 26<sup>th</sup> email and the District’s  
21 September 26<sup>th</sup> Response. Opp’n at 3:13-22, 8:22-24. It is also undermined by the LCCTA’s  
22 concession that the bargaining unit determination is decades old. *See* Opp’n at 7:7-17. All of which  
23 establish that the Association knew about the District’s decision well before March 12, 2025, which  
24 they now allege was the first date they had “unequivocal evidence” of the District’s position.

25 Furthermore, the LCCTA never denies the District’s allegation that it has employed LTS  
26 for decades. *See* Opp’n at pg. 7. It also never denies that, for as long as anyone can remember, the  
27 bargaining unit has been limited licensed teachers, school nurses, and counselors. *See id.* As such,  
28 the LCCTA seems to concede that it has known for years, if not decades, that LTS are not included

1 the LCCTA bargaining unit. *See* Opp'n at pg. 7 (at no point does the Association allege any facts  
2 to suggest that the LCCTA did not learn of the District's decision regarding the composition of its  
3 bargaining unit in 2024). As such, the Opposition establishes that the LCCTA has known LTS were  
4 not included in the bargaining unit for years, if not decades, but did nothing during that time to  
5 timely contest the District's determination.

6 That said, in an attempt to improperly circumvent the statute of limitations established by  
7 NRS 288.110(4), the Association seems to argue that because they now disagree with the District's  
8 Response to their Grievance, that disagreement somehow renews the Association's right to appeal  
9 the District's decision related to the composition of their bargaining unit. However, as noted above  
10 the LCCTA cites no legal authority in support of their position - likely because none exists.

11 The Supreme Court of Nevada "interpret[s] a statute or regulation by its plain meaning  
12 unless the statute or regulation is ambiguous, the plain meaning would provide an absurd result, or  
13 the interpretation clearly was not intended." *Young v. Nev. Gaming Control Bd.*, 136 Nev. 584, 586,  
14 473 P.3d 1034, 1036 (2020) (internal citations omitted). Here, neither NRS 288.110(4) nor NRS  
15 288.170(1) are ambiguous, their plain meanings do not provide for an absurd result, and their  
16 interpretation has been clearly established by the Courts. In short, NRS 288.170(1) gives an  
17 employer the right to determine what group or groups of employees have a community of interest,  
18 for the purpose of establishing a bargaining unit. Thereafter, if an employee organization is  
19 aggrieved by the employer's determination, it may appeal that determination to the Board. NRS  
20 288.170(5). Finally, pursuant to NRS 288.110(4), an appeal to the Board must be brought within 6  
21 months after the occurrence which is the subject of the appeal - i.e. the employer's decision. No  
22 where in NRS Chapter 288 does the Legislature establish a process to renew untimely appeals.

23 Here, the Association is trying to renew a right to appeal the District's bargaining unit  
24 decision issued years, if not decades earlier, by challenging that decision with a grievance as out of  
25 the blue the Association now wishes to include long-term substitute teachers in their bargaining  
26 unit. The Association provides no legal support for its action. Furthermore, if the Board were to  
27 allow the Association to renew its challenge to the District's bargaining unit decision - issued  
28 pursuant to NRS 288.170(1), outside of the appeals deadline established by NRS 288.110(4),



1 simply because after years or decades the Association has changed its mind and now disagrees with  
2 the District's determination, the Board's action would be rendered the statute creating a limitations  
3 period to bring such appeals meaningless. The statute would be rendered meaningless because in  
4 effect, an employee organization would now be permitted to restart NRS 288.110(4)'s statute of  
5 limitations at any time by simply challenging an employer decision issued pursuant to NRS  
6 288.170(1). What is the point of having a statute of limitations if you can renew it at will?

7 On this basis the District has established that the Association has known the relevant facts  
8 for decades, and was readvised of the District's position as early as April 26, 2024, but did nothing  
9 to actually pursue the issue with the Board for over a year – until July 21, 2025. As such, the there  
10 is no question that the knowledge factor is not in the LCCTA's factor.

11 **iv. THE LCCTA DID NOT RELY ON MISLEADING STATEMENTS AND/OR**  
12 **MISLEADING CONDUCT BY THE DISTRICT**

13 As previously discussed, what happened in mediation on January 10, 2025 is confidential,  
14 and the District would violate FMCS' regulations by revealing its account of what happened during  
15 mediation. As the District respects FMCS's process, it will not break the rules of mediation by  
16 confirming or denying the LCCTA's statements that an agreement was reached during mediation  
17 under which the District agreed to negotiate with the Association regarding the addition of long-  
18 term substitute teachers into the bargaining unit.

19 However, as previously noted the District disagrees with the Association's story of events,  
20 and the record does not support the Association's contention of events. Ex. C, D, B at ¶21. Both  
21 before and after the mediation, the District absolutely refused to negotiate with the LCCTA  
22 regarding the inclusion of LTS into the Master Contract or the bargaining unit. Opp'n at 4:17-19,  
23 4:23-28. As such, the District's course of conduct is consistent.

24 Furthermore, as noted above, the issue of LTS inclusion in the Master Contract and  
25 bargaining unit was never properly before a mediator pursuant to the Grievance Procedure. Mot. at  
26 Ex. 5. As such, there was no reason for the District to agree to negotiate the issue during the  
27 upcoming negotiations as it was not a topic properly presented for mediation pursuant to Article V  
28 of the Master Contract.

1 Finally, beyond a statement in the Association's self-serving declarations, there is no actual  
2 evidence supporting the Association's contention that the District actually agreed to negotiate  
3 regarding long-term substitutes. For these reasons, the District respectfully requests that the Board  
4 find that the LCCTD did not rely on misleading statements or conduct from the District, as the  
5 weight of evidence supports the District's position that it has consistently refused to discuss and/or  
6 negotiate the inclusion of LTS in the LCCTA bargaining unit and Master Contract.

7 **v. THE DISTRICT, AND ALL PUBLIC EMPLOYERS WOULD BE SEVERELY**  
8 **PREJUDICED IF THE LCCTA WERE ALLOWED TO RENEW ITS APPEAL.**

9 Finally, if this Board were to allow the LCCTA to renew its right to challenge the District's  
10 bargaining unit decision years after the decision were issued, it would severely prejudice the  
11 District and all Nevada public employers by in effect stripping employers of the right to determine  
12 their bargaining units pursuant to NRS 288.170(1). As any decision could be challenged repeatedly  
13 by employee organizations, forcing employers before the EMRB every time an organization got it  
14 into its head to add a new position to its ranks.

15 Furthermore, such action would unsettle established bargaining units, in effect allowing  
16 employees to forum shop which unit they believed they should be a part of based on their  
17 contractual preferences. In short, there would be no certainty for employers when it comes to  
18 knowing which classifications fit into which bargaining unit, and employers would forever be  
19 fighting before the EMRB to keep even a miniscule sense of consistency.

20 For example, should the Association's appeal be dismissed in response to our Motion, if the  
21 Board were to determine that the LCCTA could renew any challenge by requesting to add a new  
22 classification to an existing bargaining unit, in effect any and all organization could do so. As a  
23 result, even if an organization lost an appeal, they could simply renew the challenge by asking to  
24 add the position again – sending the whole matter back to the EMRB pursuant to NRS 288.170(5)  
25 and NRS 288.110(4).

26 Again, this is a nonsensical reading of Chapter NRS 288, as renders the appeal process and  
27 limitations period meaningless. However, the District encourages the Board to consider both the  
28 statutory impact such a decision would have on future appeals, and the prejudicial impact allowing

1 organizations to repeatedly appeal the same decision would have on continued negotiations. It  
2 would simply be untenable for employers, as they could never be sure when their long-standing  
3 bargaining unit decisions could be subject to challenge.

4 **IV. CONCLUSION**

5 Based on the forgoing, the District respectfully requests that the LCCTA's Appeal be  
6 dismissed because it is untimely and fails to assert a probable basis for appeal.

7  
8 Dated: September 29, 2025

LITTLER MENDELSON, P.C.

9  
10 

11 \_\_\_\_\_  
S. Jordan Walsh, Esq.

12 Attorneys for Respondent  
13 The Lander County School District  
14  
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28

1 **PROOF OF SERVICE**

2 I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the  
3 within action. My business address is 8474 Rozita Lee Avenue, Suite 200, Las Vegas, NV 89113-  
4 3577. On September 29, 2025, I served the within document(s):

5 **REPLY IN SUPPORT OF THE LANDER COUNTY SCHOOL DISTRICT'S MOTION**  
6 **TO DISMISS APPEAL OF UNIT DETERMINATION**

7  
8 ☒ By **Email** - by e-mailing a copy of the document(s) listed above to the person(s) at the e-  
mail address(es) set forth below.

9 By **United States Mail** – a true copy of the document(s) listed above for collection and  
10 mailing following the firm's ordinary business practice in a sealed envelope with postage  
thereon fully prepaid for deposit in the United States mail at Las Vegas, Nevada addressed  
11 as set forth below.

12  
13 Francis C. Flaherty  
14 Dyer Lawrence, LLP  
15 1817 N. Stewart Street  
Suite 35  
16 Carson City, NV 89706-2581  
fflaherty@dyerlawrence.com  
kgilbert@dyerlawrence.com  
17 Attorney for Appellant

18 I am readily familiar with the firm's practice of collection and processing correspondence  
19 for mailing and for shipping via overnight delivery service. Under that practice it would be  
20 deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an  
21 overnight delivery service pick-up box or office on the same day with postage or fees thereon fully  
22 prepaid in the ordinary course of business.

23 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
24 September 29, 2025, at Las Vegas, NV 89113.

25 /s/ Maribel Rodriguez  
26 Maribel Rodriguez  
Littler Mendelson  
27  
28

EXHIBIT "A"

EXHIBIT "A"

**From:** [Jordan Walsh](#)  
**To:** [Russell Klein](#)  
**Subject:** RE: Grievance  
**Date:** Thursday, October 10, 2024 1:06:11 PM

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Absolutely. Safe travels.

**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[sjwalsh@hollandhart.com](mailto:sjwalsh@hollandhart.com) | T: (775) 327-3040

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**From:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>  
**Sent:** Thursday, October 10, 2024 12:31 PM  
**Cc:** Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>  
**Subject:** Re: Grievance

**External Email**

Jordan,

I'm heading out soon - and will be in Chicago next week. I will be checking my email from time to time but, if you get a recommended date, would you text me and I can confirm?

(The only dates I'm NOT available is the week of Thanksgiving, Dec. 5, and then Christmas Break Dec. 23-Jan 2)

Thanks

On Thu, Oct 10, 2024 at 12:27 PM Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)> wrote:

I'm unavailable on these days.

Nov 13-15

Dec 19 – Jan 2

Jan 14-15

**Allen Gumm**  
UniServ Director  
Nevada State Education Association  
1890 Donald Street  
Reno, NV 89502  
800-232-6732  
702-528-7009 cell  
775-828-6745 fax  
[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)

**From:** Jordan Walsh <[JWalsh@hollandhart.com](mailto:JWalsh@hollandhart.com)>  
**Sent:** Thursday, October 10, 2024 11:09 AM  
**To:** Tom Donaldson <[TDonaldson@dyerlawrence.com](mailto:TDonaldson@dyerlawrence.com)>; Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>  
**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Kelly Gilbert <[kgilbert@dyerlawrence.com](mailto:kgilbert@dyerlawrence.com)>  
**Subject:** RE: Grievance

Tom,

Thanks for the quick response. What does your availability look like between now and January?

### S. Jordan Walsh

She / Her / Hers [\(What's this?\)](#)  
Of Counsel, Holland & Hart LLP

[siwalsh@hollandhart.com](mailto:siwalsh@hollandhart.com) | T: (775) 327-3040

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**From:** Tom Donaldson <[TDonaldson@dyerlawrence.com](mailto:TDonaldson@dyerlawrence.com)>  
**Sent:** Thursday, October 10, 2024 11:06 AM  
**To:** Jordan Walsh <[JWalsh@hollandhart.com](mailto:JWalsh@hollandhart.com)>; Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>  
**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Kelly Gilbert <[kgilbert@dyerlawrence.com](mailto:kgilbert@dyerlawrence.com)>  
**Subject:** RE: Grievance

External Email

Jordan,

I am not available that week. I have a dismissal appeal hearing on 11/12 and Firefighter negotiations on 11/13-15/2024.

***\*\* We moved. Please update your records with our new address below. Thank you. \*\****

Thomas J. Donaldson  
Dyer Lawrence, LLP  
1817 N. Stewart Street, Ste. 35  
Carson City, NV 89706

**From:** Jordan Walsh <[JWalsh@hollandhart.com](mailto:JWalsh@hollandhart.com)>  
**Sent:** Thursday, October 10, 2024 11:00 AM  
**To:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>; Tom Donaldson <[TDonaldson@dyerlawrence.com](mailto:TDonaldson@dyerlawrence.com)>  
**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>  
**Subject:** RE: Grievance

Allen,

Herman is available the 2nd week of November – does that timeframe work for the Association?

**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[siwalsh@hollandhart.com](mailto:siwalsh@hollandhart.com) | T: (775) 327-3040

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**From:** Jordan Walsh

**Sent:** Wednesday, October 9, 2024 11:37 AM

**To:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>; [tdonaldson@dylawrence.com](mailto:tdonaldson@dylawrence.com)

**Cc:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>

**Subject:** RE: Grievance

Hey Allen,

I think mediation is a great idea. I'd be happy to reach out to Herman?

If possible, please let us know what dates your team is available for mediation. I'd rather have some options for Herman when I reach out. I'll circle back with the District's team RE dates as well.

**S. Jordan Walsh**

**She / Her / Hers** [\(What's this?\)](#)  
**Of Counsel, Holland & Hart LLP**

[siwalsh@hollandhart.com](mailto:siwalsh@hollandhart.com) | T: (775) 327-3040

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**From:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>

**Sent:** Wednesday, October 9, 2024 8:09 AM

**To:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

**Cc:** Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>; Sondra Torgerson <[storgerson@landernv.net](mailto:storgerson@landernv.net)>; Jordan Walsh <[SIWalsh@hollandhart.com](mailto:SIWalsh@hollandhart.com)>

**Subject:** Re: Grievance

External Email

Please include [TDonaldson@dylawrence.com](mailto:TDonaldson@dylawrence.com) in future communications on this matter.

**Allen Gumm**

UniServ Director

Nevada State Education Association

1890 Donald Street

Reno, NV 89502

800-232-6732

702-528-7009 cell

775-828-6745 fax



[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)

---

**From:** Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>

**Sent:** Wednesday, October 9, 2024 8:05 AM

**To:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>; Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

**Cc:** Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>; Sondra Torgerson <[storgerson@landernv.net](mailto:storgerson@landernv.net)>; Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

**Subject:** Re: Grievance

We would like to move forward and mediate through FMCS. If that's agreeable perhaps one of us can see if Herman Brown or another mediator can be scheduled to proceed.

**Allen Gumm**

UniServ Director

Nevada State Education Association

1890 Donald Street

Reno, NV 89502

800-232-6732

702-528-7009 cell

775-828-6745 fax

[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)

---

**From:** Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)>

**Sent:** Monday, October 7, 2024 10:38 AM

**To:** Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)>

**Cc:** Milena Parker <[mparker@landernv.net](mailto:mparker@landernv.net)>; Gumm, Allen <[allen.gumm@nsea-nv.org](mailto:allen.gumm@nsea-nv.org)>; Sondra Torgerson <[storgerson@landernv.net](mailto:storgerson@landernv.net)>; Jordan Walsh <[SJWalsh@hollandhart.com](mailto:SJWalsh@hollandhart.com)>

**Subject:** Re: Grievance

Thank you Katie, please have your legal counsel communicate directly with our legal counsel moving forward (copied here).

On Fri, Oct 4, 2024 at 11:02 AM Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)> wrote:

Mr. Klein,

In response to the District's denial of Grievance Control No. 20240912LCCTA, the Association wishes to advance this grievance to mediation or arbitration. We will get back with you after consultation with our legal counsel.

Thanks,

Katie

Image removed by sender.



On Thu, Sep 26, 2024 at 12:56 PM Russell Klein <[rklein@landernv.net](mailto:rklein@landernv.net)> wrote:

Hi Katie,

Please see attached response to the grievance you filed. Please note, however, that the attachment can't be sent until Monday because of staff who are not in the office today.

--

**Russell Klein**

Superintendent

Lander County School District

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**Russell Klein**

Superintendent

Lander County School District

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**Russell Klein**

Superintendent

Lander County School District

EXHIBIT "B"

EXHIBIT "B"

1 S. Jordan Walsh, Esq.  
2 Nevada Bar No. 13481  
3 LITTLER MENDELSON, P.C.  
4 200 S. Virginia Street  
5 8<sup>th</sup> Floor  
6 Reno, Nevada 89501-1944  
7 Telephone: 775.348.4888  
8 Facsimile: 775.786.0127  
9 Email: [jjwalsh@littler.com](mailto:jjwalsh@littler.com)

10 Attorneys for Respondent  
11 LANDER COUNTY SCHOOL DISTRICT

12  
13 BEFORE THE GOVERNMENT  
14 EMPLOYEE-MANAGEMENT RELATIONS BOARD  
15

16 LANDER COUNTY CLASSROOM  
17 TEACHERS ASSOCIATION,

18 Appellant,

19 v.

20 LANDER COUNTY SCHOOL DISTRICT,

21 Appellee.

Case No. N/A

**DECLARATION OF RUSSELL KLEIN  
IN SUPPORT OF DISTRICT REPLY IN  
SUPPORT OF MOTION TO DISMISS**

22 I, Russell Klein, declare as follows:

- 23 1. I am over 18 years old.  
24 2. I have personal knowledge of the matters set forth in this Declaration, except as to  
25 those matters stated upon information and belief, and as to those matters, I believe them to be true.  
26 If called as a witness, I can completely testify as to the matters presented within this Declaration.

- 27 3. I am the Superintendent of the Lander County School District (the "District").  
28 4. I have been employed by the District since the 2016-2017 school year.

1           5.       Based on information and belief, the District has had two employee organizations,  
2 including the Lander County Classroom Teachers Association (the "LCCTA"), which represent  
3 various employees employed by the District.

4           6.       Both employee organizations have entered into collective bargaining agreements  
5 with the District.

6           7.       As Superintendent, I am familiar with the terms of both collective bargaining  
7 agreements between the District and its employee organizations, and regularly interpret and apply  
8 the terms of these collective bargaining agreements in connection with the performance of my  
9 duties.

10          8.       As Superintendent, I am charged with responding to grievances received by the  
11 District for its employee organizations, and I am typically the individual responsible for  
12 responding to such grievances.

13          9.       As Superintendent, I am also charged with engaging in collective bargaining with  
14 the District's employee organizations, including negotiating successor agreements with the  
15 LCCTA.

16          10.      On or about September 12, 2024, I received a grievance from the LCCTA brought  
17 under Article V (the Grievance Procedure) of the collective bargaining agreement between the  
18 LCCTA (the "Master Contract").

19          11.      The September 12, 2024 Grievance (the "Grievance"), among other issues alleged  
20 that the District violated the terms of various reasons connected to a District decision to move a  
21 long-term substitute teacher from an elementary position to a middle school position in violation  
22 of the transfer rules established in the Master Contract.

23          12.      On September 26, 2024, I timely responded to this grievance pursuant to Article V  
24 of the Master Contract – denying the Grievance in full. At that time, I pointed out that long-term  
25 substitute teachers are not in the LCCTA's bargaining unit, and therefore, not subject to the Master  
26 Contract, so there was no basis for the challenge of the long-term substitute teacher's challenge.  
27 A copy of my response is attached as Exhibit 5 to the District's Motion to Dismiss.

28

1           13.   Following the issuance of my Response, I, on behalf of the District, have  
2 participated in all discussions with the LCCTA concerning the September 12, 2024 Grievance.

3           14.   Between September 26, 2024, and the mediation held on January 10, 2025, neither  
4 I, nor any representative of the District, agreed to discuss or otherwise negotiate the inclusion of  
5 long-term substitute teachers in the Master Contract.

6           15.   Between September 26, 2024, and the mediation held on January 10, 2025, neither  
7 I, nor any representative of the District, have agreed to discuss or negotiate expanding the LCCTA  
8 bargaining unit to include long-term substitute teachers.

9           16.   I participated in the FMCS Grievance Mediation concerning the Grievance on  
10 January 10, 2025.

11           17.   Following the close of the January 10, 2025 Grievance Mediation, neither I nor the  
12 District have ever agreed to discuss or negotiate the inclusion of long-term substitute teachers in  
13 the Master Contract, or to otherwise expand the LCCTA bargaining unit to include long-term  
14 substitute teachers.

15           18.   At all relevant times to this matter, the District and I have been consistent in all  
16 communications with the LCCTA that the District was not open to amending its long-standing  
17 determination that long-term substitute teachers are not included in the bargaining unit, because  
18 only licensed teachers, school nurses, and counselors are included in the bargaining unit.

19           19.   In anticipation of the expiration of the Master Contract on June 30, 2025, the  
20 LCCTA and the District agreed to open negotiations for a successor agreement in the Winter of  
21 2025.

22           20.   The LCCTA and the District began their collective bargaining efforts for a  
23 successor agreement to the Master Contract on or about March 12, 2025.

24           21.   Without discussing what happened during the District and the LCCTA's  
25 confidential Mediation concerning the Grievance, I vehemently disagree with the LCCTA's  
26 position as stated on page 4 of its Opposition that "part of the mediation outcome was an agreement  
27 to continue discussion of the issue – whether to include long-term substitutes who fill vacant LCSD  
28 Classroom Teacher or other LCCTA Bargaining Unit positions and/or who cover the absence of

1 an LCSD Classroom Teacher or other LCCTA Bargaining Unit position of one-half the contracted  
2 School Year or more in the LCCTA Bargaining Unit – during the parties’ negotiations for a  
3 successor agreement to the Master Contract.”

4 22. On January 15, 2025, the LCCTA contacted me to demand that the Grievance be  
5 moved to the next step of Article V’s Grievance Procedure - arbitration.

6 23. On or about January 24, 2025, the LCCTA issued a Demand to the American  
7 Arbitration Association requesting a panel of arbitrators for the purpose of moving the Grievance  
8 to arbitration, it forwarded the District this demand.

9 24. To date, I have seen no further action taken by the LCCTA to move the Grievance  
10 forward to arbitration.

11 25. To the best of my knowledge, the LCCTA has withdrawn the Grievance based on  
12 their failure to pursue the Grievance.

13 26. To the best of my knowledge, the LCCTA has never grieved the District’s original  
14 determination about the composition of the LCCTA bargaining unit.

15 27. To date, the LCCTA has not submitted a grievance challenging the District’s  
16 determination that long-term substitute teachers are not included in the LCCTA’s bargaining unit,  
17 and are not subject to the Master Contract, a determination I originally issued on April 26, 2024  
18 and reiterated in my response to the Grievance on September 26, 2024.

19 28. During the entirety of my career with the District, the LCCTA’s contract defined  
20 Teachers as “all Nevada licensed staff members including counselors and school nurses, eligible  
21 for membership in the Lander County Classroom Teachers’ Association excluding the  
22 administrative staff.”

23 29. For as long as I can remember, I have observed the District hiring long-term  
24 substitute teachers to fill vacant teaching positions within the District.

25 30. For as long as I can remember, the LCCTA’s bargaining unit has been limited to  
26 “teachers” as defined within the Master Contract.

27 31. For as long as I can remember, long-term substitute teachers have worked alongside  
28 traditional classroom teachers at District schools.

1           32.     For as long as I can remember, long-term substitute teachers have never been  
2 included in the LCCTA's bargaining unit, and their classification has never been included in the  
3 Master Contract.

4           33.     Currently, and for as long as I can remember, long-term substitute teachers have  
5 enjoyed many of the benefits offered to the District's traditional classroom teachers.

6           34.     Currently, and for as long as I can remember, the salary and benefits long-term  
7 substitute teachers receive from the District are dictated by the District Board of Trustees, and are  
8 not negotiated as part of the LCCTA's Master Contract.

9           35.     The District has had a significant number of long-term licensed teachers retire in  
10 recent years.

11          36.     As a result of this mass-retirement of long-term licensed teachers, the District has  
12 experienced a need to fill an unusually high number of open positions.

13          37.     As a result of the sheer number of open positions, and the general difficulty rural  
14 districts like the District have in hiring, the District has been forced to hire an unusually high  
15 number of long-term substitute teachers to fill vacant positions. However, this number is  
16 decreasing quickly, as the District has instituted an aggressive hiring campaign for licensed  
17 teachers, and has implement a "grow-your-own program" where unlicensed staff members are  
18 given support and assistance for the purpose of encoring those individuals to obtain their licensure  
19 in the State of Nevada. While the District was forced to hire 19 long-term substitute teachers last  
20 school year (2024-2025), during the current school year (2025-2026) that number has dropped to  
21 12, through the District's aggressive hiring efforts. Furthermore, within two years, I fully believe  
22 that the number of long-term substitute teachers on the District's staff will drop to as few as 3.

23 ///

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1           38.     The District's decision to limit the LCCTA bargaining unit to those classifications  
2 listed in the Master Contract – i.e. licensed teachers, counselors, and nurses - occurred well before  
3 I started working at the District.

4           I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
5 is true and correct.

6           DATED this 29 th day of September, 2025


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9           RUSSELL KLEIN  
10 Superintendent  
11 Lander County School District  
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EXHIBIT "C"

EXHIBIT "C"

**From:** [Russell Klein](#)  
**To:** [Katie Vezina](#)  
**Cc:** [Gumm, Allen](#); [Tom Donaldson](#); [Milena Parker](#); [Jordan Walsh](#)  
**Subject:** Re: Request for Arbitration  
**Date:** Wednesday, January 22, 2025 4:56:18 PM

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**External Email**

Hi Katie,

I am in receipt of your request to arbitrate dated Jan. 15, 2025. I am writing, however, because I'm confused by the request. Based on my recollection, the Association and the District reached a mutually agreeable resolution to the Sept. 12, 2024 Grievance, Grievance No: 20240912LCCTA – Involuntary Transfer (the Grievance) during the Jan. 10, 2025 mediation. As such, it is my understanding that the alleged violations presented in the Grievance: improperly posting vacancies, improperly transferring staff, having an improper classroom size in the 2nd Grade, and improperly filling vacancies, have been resolved - meaning - the Grievance was resolved. Therefore, as of the Jan. 10th mediation I don't understand what there is to arbitrate.

Again, my memory is that the Association's representatives expressly stated during mediation that they were no longer seeking to challenge the alleged contractual violations set out within the Grievance. If this is not your understanding of the status of the Grievance, please let me know what issues presented in the Grievance remain outstanding.

Thank you,  
Russ

On Wed, Jan 15, 2025 at 12:52 PM Katie Vezina <[kvezina@landernv.net](mailto:kvezina@landernv.net)> wrote:  
Hello Mr. Klein,

The Association is writing to formally request that Grievance Control #20240912LCCTA be advanced to arbitration. Despite our best efforts, no mutually agreeable solution was reached during the mediation hearing. We believe that arbitration will provide a fair and impartial resolution to this matter.

We appreciate your attention to this request and look forward to your prompt response so we may begin the process to select an arbitrator.

Thanks,

Katie



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**Russell Klein**

Superintendent

Lander County School District

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EXHIBIT "D"

EXHIBIT "D"

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**From:** Tom Donaldson <TDonaldson@dyerlawrence.com>

**Sent:** Friday, January 24, 2025 3:09 PM

**To:** 'casefiling@adr.org' <casefiling@adr.org>

**Cc:** Milena Parker <mparker@landernv.net>; Katie Vezina <kvezina@landernv.net>; Gumm, Allen <allen.gumm@nsea-nv.org>; Kelly Gilbert <kgilbert@dyerlawrence.com>; Jordan Walsh <SJWalsh@hollandhart.com>

**Subject:** LCCTA v. LCSD--submission to arbitration

External Email

See attached. **Please provide the parties with a strike list of seven (7) West Coast labor arbitrators.** Thank you.

Thomas J. Donaldson, Esq.  
Nevada State Bar No. 5283  
Dyer Lawrence, LLP  
1817 North Stewart Street, Suite 35  
Carson City, NV 89706  
(775) 885-1896 office  
(775) 885-8728 facsimile  
[tdonaldson@dyerlawrence.com](mailto:tdonaldson@dyerlawrence.com)

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Date: 1/24/2025	
Name of Party #1: Lander County Classroom Teachers Ass'n (LCCTA) Check applicable box: Party #1 is <input checked="" type="checkbox"/> Union or <input type="checkbox"/> Employer	Name of Party #1 Representative: Thomas J. Donaldson, Esq.
Contact Person:	Name of Firm (if applicable): Dyer Lawrence, LLP
Address:	Representative's Address: 1817 N. Stewart St., Ste. 35
City: Battle Mountain	City: Carson City
State: Nevada <input checked="" type="checkbox"/> Zip Code:	State: Nevada <input checked="" type="checkbox"/> Zip Code: 89706
Telephone:	Telephone: 775-885-1896
Fax No.:	Fax No.:
Cell Phone:	Cell Phone:
Email Address:	Email Address: tdonaldson@dyerlawrence.com
Additional Email(s) to be copied on correspondence:	Additional Email(s) to be copied on correspondence: kgilbert@dyerlawrence.com
Signature for Party #1: 	AAA should communicate with Party #1 by: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail
This signed document confirms the parties' agreement to utilize the American Arbitration Association for the administration of their dispute as referenced below. This submission is being filed with the AAA's Labor Case Management Office in Fresno, CA.	
Service Requested: <input type="checkbox"/> Full Administration <input type="checkbox"/> List with Appointment <input checked="" type="checkbox"/> List Only <input type="checkbox"/> Grievance Mediation	
The parties request that hearings be held at the following location: Battle Mountain, Nevada	
Nature of Grievance: <input type="checkbox"/> Discharge <input type="checkbox"/> Suspension <input type="checkbox"/> Other Discipline <input checked="" type="checkbox"/> Contract Interpretation <input type="checkbox"/> Other Describe: LCCTA filed a grievance challenging LCSD's improper posting and filling a vacancy of a bargaining unit position. LCSD denied the grievance, which has been timely advanced to Level Four-Arbitration of the parties' Master Contract.	
Name of Grievant(s) (if applicable): Natalee Payne	
Remedy Sought: Grant grievance by determining vacancy and Ms. Payne are within the bargaining unit and district violated Articles 1, 2 and 11.	
Name of Party #2: Lander County School District (LCSD) Check applicable box: Party #2 is <input type="checkbox"/> Union or <input checked="" type="checkbox"/> Employer	Name of Party #2 Representative: Sarah Jordan Walsh, Esq.
Contact Person:	Name of Firm (if applicable): Holland & Hart





Address:		Representative's Address: 5470 Kletzke Lane, Suite 100	
City:		City: Reno	
State: Select...	Zip Code:	State: Nevada <input checked="" type="checkbox"/>	Zip Code: 89511
Telephone:		Telephone: 775.327.3040	
Fax No.:		Fax No.:	
Cell Phone:		Cell Phone:	
Email Address:		Email Address: SJWalsh@hollandhart.com	
Additional Email(s) to be copied on correspondence:		Additional Email(s) to be copied on correspondence:	
Signature for Party #2:		AAA should communicate with Party #2 by: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
<b>AAA Customer Service can be reached at 800-778-7879.</b>			
<b>REMINDERS:</b> Send a copy of this form to the other side at the time it is forwarded to the AAA. Please reference appropriate fees pursuant to the fee schedule outlined in the Labor Rules. You can file your case online by visiting the AAA's website at <a href="http://www.adr.org">www.adr.org</a> . Please select "AAA Webfile" from the list of side menu options. You may also wish to visit our website for a complete list of our administrative services and procedures, including our Grievance Mediation Procedures, Expedited Procedures, List Only Service and List with Appointment. Your case manager can also provide additional information.			

EXHIBIT "E"

EXHIBIT "E"

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BEFORE THE LOCAL GOVERNMENT  
EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY CLASSROOM TEACHERS )  
ASSOCIATION; and JOE LAMARCA, )  
LINDA COZINE, CAROL LENHART, )  
PEGGY ROSCH, ANN LARSON, and )  
BRENDOLYN BLACK, individually )  
as taxpayers, )

ITEM NO. 210

CASE NO. A1-045428

Complainants, )

v. )

ORDER OF DISMISSAL

CLARK COUNTY SCHOOL DISTRICT and )  
CLARK COUNTY BOARD OF SCHOOL )  
TRUSTEES, )

Respondents. )

For the Complainants:

Victor L. McDonald, Esq.

For the Respondents:

Thomas J. Moore, Esq.

For the EMRB:

Salvatore C. Gugino  
Tamara Barengo  
Jeffrey L. Eskin

At a regularly held public meeting, duly noticed and posted,  
on June 28, 1988, at the hour of 7 PM, at the Bradley Building,  
2501 E. Sahara Avenue, Las Vegas, Nevada, deliberations were held  
in the above-entitled matter which was filed by the Clark County  
Classroom Teachers Association on March 11, 1988. This order is  
based upon the papers and pleadings of the parties.

The Complaint filed by the Clark County Classroom Teachers  
Association alleged a violation of NRS 288.170, challenging the  
Clark County School District's determination of the composition  
of its bargaining unit for its administrative employees.

In determining whether or not to hear the case, the Board  
finds that the Complaint fails to allege facts in violation of

1 NRS 288.170(2) and, therefore, fails to state a claim. Further  
2 assuming for purposes of argument that a claim was stated by the  
3 Complaint, the action complained of occurred more than six (6)  
4 months before the filing of the Complaint--in this action, over  
5 nineteen (19) years before the filing. The Board, therefore,  
6 lacks jurisdiction to entertain the Complaint or appeal pursuant  
7 to NRS 288.110(4).

8 Therefore, pursuant to NRS 288.110 and NRS 288.130, the  
9 above-captioned Complaint is dismissed with prejudice, each side  
10 to bear its own attorneys' fees and costs.

11 DATED this 20<sup>th</sup> day of July, 1988.

12 LOCAL GOVERNMENT EMPLOYEE-  
13 MANAGEMENT RELATIONS BOARD

14 By Salvatore C. Gugino  
15 SALVATORE C. GUGINO

16 By Tamara C. Barengo  
17 TAMARA BARENGO

18 By Jeffrey L. Eskin  
19 JEFFREY L. ESKIN

20 Certified to:  
21 Victor L. McDonald, Esq.  
22 DYER AND McDONALD  
23 POB 2426  
24 Carson City, NV 89702

Thomas J. Moore, Esq.  
2810 W. Charleston, #G-67  
Las Vegas, NV 89102

25 Copies to:  
26 Barbara Belak, President  
27 CLARK COUNTY CLASSROOM  
28 TEACHERS ASSN.  
29 2950 E. Rochelle Ave.  
30 Las Vegas, NV 89121

Eva G. Simmons, Director  
Employee & Mgt Relations  
CLARK COUNTY SCHOOL DISTRICT  
2832 E. Flamingo Road  
Las Vegas, NV 89121

31 Board members  
32 Interested parties