

LCCTA (Appellant)

Closing Argument

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANDER COUNTY CLASSROOM
TEACHERS ASSOCIATION,

Appellant,

CASE NO. 2025-014

vs.

LANDER COUNTY SCHOOL
DISTRICT,

LCCTA/APPELLANT'S
CLOSING ARGUMENT

Respondent.

COMES NOW, Appellant, Lander County Classroom Teachers Association (“LCCTA” or the “Association”), by and through its undersigned counsel and pursuant to the direction of the Government Employee-Management Relations Board (“EMRB” or “Board”) at the close of the hearing of this matter on March 30, 2026, and hereby submits its written “Closing Argument.” RT at 277:13-18.¹

I.

INTRODUCTORY MATTERS

A. *Issue of Law and Fact*

The issue of fact and law for determination by the Board that gives rise to the instant Appeal of Unit Determination (“Appeal”) is whether there is a sufficient community of interest among current LCCTA Bargaining Unit (“LCCTA Unit” or “Unit”) employees and long-term substitutes who fill vacant Classroom Teacher or other Unit positions in the Lander County School District (“LCSD” or “District”) for one-half or more of the Contracted School Year, who may also be referred to herein, in the Reporter’s Transcript and in other papers on file in this

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¹ Throughout this document, the Association abbreviates the Reporter’s Transcript in this fashion, providing the page or page numbers and the line or range of lines cited therefrom.

1 matter as “Interim Educators,” to include those employees (Interim Educators) in the LCCTA
2 Unit.²

3 Based on the testimony of LCSD Superintendent Russell Klein and District Exhibit
4 (“DX”) 1, the “line of demarcation” for inclusion of a long-term substitute teacher in the Unit is
5 an employee who teaches for more than 60 days and is offered a contract on that basis. DX 1
6 provides in relevant part:

7 The District will pay a long-term substitute, who is contracted for sixty (60), or
8 more, consecutive calendar days, the daily rate of a beginning teacher. This
9 increased pay commences with the first day worked after the contract is arranged.
Long-term substitutes are eligible for fringe benefits.

10 DX 1 at LCSD002; *see also* RT at 221:9-18 and 245:10-20 (R. Klein - LCSD pays PERS from
11 day one for long-term substitute teachers who will be there 60 or more days).

12 **B. NRS 288.150, NRS 288.170 and Grievance Procedures**

13 The testimony at the hearing of this matter and the exhibits presented to the Board
14 demonstrate that early in the case, and to a lesser extent at the hearing of this matter, there was
15 confusion regarding the procedure to resolve a disagreement regarding inclusion of employees in
16 a bargaining unit. First, NRS 288.150(2) does *not* list the scope of the bargaining unit as a
17 mandatory subject of bargaining. However, NRS 288.150 (12) is clear that the union may broach
18 other (permissive) subjects not enumerated in subsection (2) at the bargaining table but affirms
19 that the employer is not required to “negotiate” those permissive subjects. Thus, it is not
20 surprising that in this case, LCCTA sought to continue discussion of inclusion of Interim
21 Educators in the Unit during collective bargaining in spring of 2025. In fact, LCCTA and LCSD
22 had already added School Psychologists, School Social Workers and Speech Language
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24 ² The District briefly alleged that LCCTA had changed the subject matter of this
25 Appeal. RT at 24:20-23. But as the testimony and exhibits demonstrated, there was some
26 confusion regarding terminology and the distinction between a long-term substitute teacher
27 and an Interim Educator. *E.g.*, RT at 88:23 - 89:7; RT at 176:8-14. In any event, Nevada law
28 is clear that even if the issue before this Board was not sufficiently raised in the Appeal itself,
E.g., *I. Cox Const. Co., LLC v. CH2 Invs., LLC*, 129 Nev. 139, 149, 296 P.3d 1202, 1204
(2013); NRCP 15(b)(2).

1 Pathologists to the Unit in the negotiations culminating in the current Master Contact. RT at
2 237:12-19 (R. Klein); Joint Exhibit (“JX”) 1 at JT0004 (Art. 1.2); DX 11 at LCSD064.

3 The scope of a bargaining unit is initially determined by the employer after “consultation”
4 with the union. NRS 288.170(1). In the event the union disputes the employer’s determination
5 of a bargaining unit, and the parties are unable to resolve the issue on their own, NRS 288.170(5)
6 is very clear that this Board has the jurisdiction to resolve that dispute and that the Board’s
7 review of the matter is *de novo*:

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

11 (Emphasis added). The “same criterion” specified in subsection 1 is “the community of interest
12 among the employees concerned.” NRS 288.170(1). Thus, although a discussion regarding the
13 scope of a unit may arise in the context of collective bargaining, final resolution of a dispute is
14 governed by NRS 288.170, not the negotiation impasse procedures set forth in Chapter 288.

15 In this case, the dispute regarding inclusion of long-term substitute teachers in the Unit
16 arose in the context of a grievance LCCTA filed on September 12, 2024—JX 16—regarding the
17 transfer of Natalie Payne. Although the grievance was completely silent on the subject of Ms.
18 Payne’s status as an Interim Educator, in his denial of the grievance, Supt. Klein asserted that
19 “Ms. Payne’s employment is not subject to the terms of the CBA” because she was a long-term
20 substitute teacher. JX 17 at JT0118.

21 As indicated by LCCTA Secretary Katie Vezina, LCCTA did not confer with counsel
22 when it filed the grievance and instead worked with its then assigned UniServ Director—Allen
23 Gumm—and this was the first grievance that Ms. Vezina ever filed. RT at 154:6-16; RT at 173:4-
24 14; RT at 190:5 - 191:5. Although Ms. Vezina now understands how NRS 288.170(5) works, in
25 January of 2025, she moved the Payne grievance (JX 16) to arbitration, despite the mediation
26 agreement to continue to discuss inclusion of Interim Educator in the Unit at the bargaining table
27 in spring, because she was concerned the District would not negotiate or discuss the issue in good
28 faith and that arbitration may be LCCTA’s ultimate recourse. RT at 154:25 - 156:1; RT at 174:7-

1 15; JX 21 at JT0148. However, the fact the Payne grievance was moved to arbitration does not
2 alter the plain import of NRS 288.170(5)—this Board has the final say regarding the scope of the
3 LCCTA Unit.³ And that conclusion is not altered by the filing or status (arbitration demand) of
4 the grievance.⁴

5 II.
6 ARGUMENT

7 A. *The Appeal is Timely*

8 1. District's "Forever Barred" Argument Should Be Rejected

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

20 The District's reliance on *Clark County Classroom Teachers Association v. Clark County*
21 *School District*, EMRB Item 210 (1998), as set forth in its Motion is of no avail. For starters, the

22 _____
23 ³ Perhaps LCCTA could have filed a grievance if Art. 1.2 of the Master Contract (JX
24 1 at JT0004) expressly included Interim Educators in the definition of "Licensed Educator,"
25 but even that is uncertain in light of the language in NRS 288.170(5) stating that this Board
has ultimate jurisdiction regarding the scope of a bargaining unit.

26 ⁴ The Board's limited deferral doctrine, wherein it will defer hearing a matter that is
27 pending in an arbitration proceeding, is only implicated in cases involving prohibited labor
28 practices under NRS 288.270 and is not applicable to proceedings such as this one under
NRS 288.170(5). *E.g., Washoe Cty. Sheriff's Supv. Ass'n v. Washoe Cty.*, Item No. 789,
Case No. A1-046052 (Oct. 17, 2013) at 2:16 - 3:3.

1 decision itself consists of four, short paragraphs and provides no analysis or exploration of the
2 facts. But even the scant facts provided suggest that the union in that case was apparently
3 seeking inclusion of school administrators in the same bargaining unit as teachers, and that those
4 employees had as a matter of established fact, as opposed to speculation, been *determined* to be
5 in a separate unit 19 years earlier. Another likely significant factor in the outcome of that case
6 was that upon enactment of NRS 288.170 in 1969, the following language was already in the
7 statute:

8 A principal, assistant principal or other school administrator below the rank of
9 superintendent, associate superintendent or assistant superintendent shall not be a
10 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.

11 1969 Nev. Stat. 1378. Thus, Item 210 offers little, if any, meaningful guidance to the Board in
12 this case.

13 The testimony of both LCCTA and LCSD witnesses at the hearing of this matter
14 established that the District's use of Interim Educators to fill vacant LCSD Classroom Teacher
15 and other LCCTA Bargaining Unit positions has increased over the last 2 to 5 school years, and it
16 has increased dramatically over the last two years. RT at 167:10-20 (K. Vezina); RT at 207:13 -
17 208:8 (S. Torgeson); RT at 227:17 - 229:9 (R. Klein). Remarkably, last school year (SY 24-25),
18 Interim Educators filled 32% of LCCTA Unit positions. RT at 167:21 - 168:5. At the start of
19 this school year (SY 25-26), long-term substitutes still constituted 32% of LCSD employees
20 filling LCCTA Bargaining Unit positions, but per the testimony of Supt. Klein and DX 6, as of
21 the hearing of this Appeal on March 30th, the District had reduced the number of Interim
22 Educators from 22 to 17, a reduction from 32% to 25%.⁵ RT at 229:16 - 230:20.

23 Nothing in NRS 288.170 suggests that the Nevada Legislature contemplated bargaining
24 units to be "set in stone" upon their initial determination. The more logical interpretation of that
25 statute, consistent with sound public policy is that bargaining units may expand or contract

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27 ⁵ Per Supt. Klein's testimony and the top of DX 6 at LCSD029, the number of "LTS"
28 was reduced to 12, but an examination of and count on page LCSD030 of DX 6, including
2 Non-Teaching Licensed Staff, yields a count of 17.

1 depending upon changes in employer operations, technology and other factors in the workplace
2 and the workforce. Indeed, DX 11 and the testimony of both LCCTA and LCSD witnesses
3 demonstrates that the LCCTA Unit was recently expanded to include School Psychologists,
4 School Social Workers and Speech and Language Pathologists. RT at 172:9-24 (K. Vezina); RT
5 at 237:12-19 (R. Klein); DX 11 at LCSD064 (tentative agreement language for new Master
6 Contract Art. 1.2); *see also* JX 1 at JT0004 (Art. 1.2).

7 **2. Equitable Tolling: The Limitations Period was Tolloed by the Grievance,**
8 **Mediation and the Start of Contract Negotiations**

9 *a. The Law*

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

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

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

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

25 the following factors, among any other relevant considerations, should be
26 analyzed when determining whether equitable tolling will apply: [1] the
27 claimant’s diligence, [2] knowledge of the relevant facts, [3] reliance on
28 misleading authoritative agency statements and/or misleading employer conduct,
and [4] any prejudice to the employer.

Id. (numbering added).

1 *b. The Law Applied*

2 First, the Association must again point out that the issue of Interim Educators *not* being
3 included in the Unit was first broached by the District, when in his September 26, 2024, denial
4 (JX 17) of the Natalie Payne grievance (JX 16), Supt. Klein stated that Ms. Payne’s employment
5 was not subject to the terms and conditions of the Master Contract. JX 17 at JT0018. Up until
6 that point, the Association had assumed that Interim Educators were part of the Unit. RT at 34:6-
7 13 and 37:15-22 (M. Parker); RT at 149:11-18 and 191:6-18 (K. Vezina). Ms. Parker was
8 confused and sent Supt. Klein an email on October 1, 2024, expressing that confusion and
9 “seeking clarification as to which roles/individuals/licensure the district is disputing as members
10 of the [Unit].”⁶ JX 18 at JT0128; *see also* RT at 71:8-15 (grievance was not filed to challenge
11 bargaining unit scope). Ms. Vezina was “surprised,” because the District, and Supt. Klein
12 specifically, as recently as SY 24-25, had witnessed LCCTA recruiting Interim Educators as new
13 LCCTA members during a luncheon hosted by LCCTA during LCSD new-hire orientation. RT
14 at 150:19 - 151:12; RT at 170:22 - 171:12.

15 Thus, at the earliest, the instant dispute arose on September 26, 2025, when in response to
16 the grievance (JX 16) LCCTA filed regarding the involuntary transfer of Natalie Payne, Supt.
17 Klein stated that Ms. Payne, and others like her, were not covered by the Master Contract. JX 17
18 at JT0118. From LCCTA’s perspective, at that point, the scope of the LCCTA Unit was now
19 part of that grievance. RT at 71:16 - 72:7 (M. Parker); RT at 188:16-24 and 193:1-8 (K. Vezina -
20 Interim Educator issue introduced into grievance in District’s response). And LCCTA’s
21 perspective was apparently shared by the District, at least back then, because Supt. Klein attached
22 a purported template contract for long-term substitute teachers to his grievance response.⁷ JX 17

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24 ⁶ In JX 18 at JT0128, Ms. Parker sought clarification of who was in the
25 “Association,” not the Unit. As Ms. Parker explained at the hearing of this matter, at the
26 time she sent the email she had only been LCCTA President for a year and was confused
27 regarding the distinction between an employee’s membership in the LCCTA itself and an
28 employee being part of the LCCTA Unit. RT at 34:14 - 35:6.

29 ⁷ As explained during the testimony of Ms. Vezina, the template contract Supt. Klein
30 attached to his grievance response did not match the long-term substitute contract that Taylor
31 Drown signed for SY 24-25. RT at 162:17 - 163:23; JX 14.

1 at JT0124-26. Less than two weeks later, on October 9, 2024, LCCTA informed the District that
2 it wished to mediate the grievance, and the District agreed to do so. JX 20 at JT0144-45. Thus,
3 as of October 9, 2024, the NRS 288.110(4) 6-month limitation period for filing an appeal was
4 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 (Interim Educators) in the LCCTA Unit—during the parties’ negotiations for a
8 successor agreement to the Master Contract. RT at 38:22 - 39:16 (M. Parker); RT at 154:23 -
9 155:9 (K. Vezina). Although LCCTA may have entertained doubts, when the District agreed to
10 mediate the grievance, LCCTA took the District at its word and did not file an Appeal with this
11 Board at that time.⁸ Thus, the NRS 288.110(4) 6-month limitations period remained tolled after
12 the conclusion of mediation on January 10, 2025, pending contract negotiations in late winter or
13 early spring of 2025.

14 As discussed immediately below, the parties had diametrically opposed views regarding
15 the significance of JX 21, wherein on January 15, 2025, the Association moved the Payne
16 grievance (JX 16) to arbitration following mediation on January 10, 2025. The District argues
17 that because JX 21 is silent on the issue of Interim Educators, that issue was not discussed at
18 mediation. Whereas, the Association argues that the silence of the document on that issue is due
19 to the fact it was not fully resolved at mediation.

20 In his January 22, 2025, reply to the email from Ms. Vezina moving the grievance to
21 arbitration, Supt. Klein expressed confusion regarding the arbitration request based on his
22 “understanding that the alleged violations *presented in the Grievance*, have been resolved.” JX
23 21 at JT0148 (emphasis added). Supt. Klein then catalogs the various Master Contract violations
24 *alleged in the grievance*, but makes no mention of the dispute regarding inclusion of Interim
25 Educators in the Unit. *Id.* As discussed elsewhere in this Closing Argument, the grievance said

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28 ⁸ As discussed in Section I(B) *supra*, at that point in time, Ms. Vezina did not understand this Board’s exclusive jurisdiction to resolve disputes regarding the scope of bargaining units, and she moved the grievance to arbitration as a means of hedging the Association’s bets. RT at 155:14 - 156:1; RT at 174:7-15.

1 nothing about Ms. Payne’s status as an Interim Educator, and that issue only became part of the
2 grievance based on Supt. Klein’s response. JX 17 at JT0118; RT at 148:22 -149:14 (K. Vezina);
3 RT at 250:8-24 (R. Klein). Thus, resolution of contractual violations *alleged in the grievance*
4 *itself* does not equate to resolution of the Interim Educator issue, which was not alleged in the
5 grievance filed by the Association.

6 The District tries to argue that the mediation resolved all grievance issues, though there
7 was no agreement to discuss inclusion of Interim Educators in contract negotiations. JX 21 at
8 JT0148; RT at 263:6-12. But, in responding to a series of questions from Board Member
9 Keating about the District’s position that Interim Educators were not in the Unit (RT at 267:22 -
10 269:19), and a specific question about the outcome of mediation, Supt. Klein responded, “I
11 believe the agreement coming out of mediation was that nothing was settled, that nothing got
12 done,” which is entirely consistent with LCCTA’s position that there would be more discussion
13 in spring contract negotiations. RT at 268:18 - 269:4.

14 The testimony of LCCTA Secretary Katie Vezina provides a more consistent and
15 coherent narrative. Ms. Vezina explained that there were two outcomes, or two parts, to the
16 agreement reached at mediation: (1) LCCTA decided it made no sense to “undo” Ms. Payne’s
17 involuntary transfer in the middle of the school year (“not in the best interest of the students”);
18 and, (2) “we would negotiate over who was in the bargaining unit.” RT at 154:20 - 155:13.
19 However, Ms. Vezina explained that although the District had agreed at mediation to continue
20 discussion of Interim Educators in contract negotiations in the spring, the Association was
21 concerned the District would not participate in such discussions in good faith and moved the
22 grievance to arbitration as a precaution. RT at 155:14 - 156:1. Regarding JX 21, Ms. Vezina
23 testified that Supt. Klein’s recitation of the things resolved at mediation (the contract violations
24 LCCTA determined it made “no sense to unwind” in the best interest of the students) related only
25 to the first part of the mediation outcome, not the second part—the agreement to continue
26 discussion of Interim Educators in contract negotiations. RT at 156:2-23.

27 In prior pleadings and at the hearing of this matter, the District has tried to persuade the
28 Board that LCCTA was on notice that the District did not consider Interim Educators part of the

1 LCCTA Unit in April of 2024. In support of this proposition, the District relies on JX 12 and JX
2 13, as well as the testimony of Supt. Klein. In the Motion to Dismiss filed by the District in this
3 matter, the District falsely claimed that on April 26, 2024, “the District *specifically* told LCCTA
4 that long-term substitute teachers were not included in the bargaining unit.” Motion at 5:21-27;
5 *see also* Motion at 2:25 - 3:13 (emphasis added). Likewise, at the hearing of this matter, Supt.
6 Klein testified that he was “pretty clear” in JX 13 when he told former NSEA UniServ Director
7 Allen Gumm that LCCTA does “not represent long-term subs.” RT at 240:15 - 241:4. However,
8 an examination of JX 12 and JX 13 reveals that *both of those documents are completely devoid*
9 *of even a single or stray reference to inclusion of long-term substitutes or Interim Educators*
10 *in the LCCTA Unit.*

11 Rather, JX 12 and JX 13 concern a then pending dispute between the parties regarding
12 inclusion of School Social workers and School Psychologists in the LCCTA Unit, which has now
13 been resolved by their inclusion. JX 1 at JT0004 (Art. 1.2); DX 11 at LCSD064. When this
14 simple fact was pointed out at the hearing of this matter, and after *Supt. Klein acknowledged*
15 *that both JX 12 and JX 13 were silent on the issue of Interim Educators* (RT at 249:6 - 250:7),
16 the District nonetheless then elicited testimony from him that JX 13 “absolutely” “conveyed [to
17 LCCTA] that long-term subs shouldn’t be considered part of the bargaining unit.” RT at 261:14
18 - 262:5. When pressed further by the Association, Supt. Klein stubbornly maintained that JX 13
19 “somehow was notification to the union that interim educators or long-term subs [were] not part
20 of the LCCTA bargaining unit.” RT at 265:3-23. Assuming the District is sincerely making this
21 argument, it falls far short of the “unequivocal notice” to the Association required by *City of*
22 *North Las Vegas*, to commence running the six-month statute of limitations provided in NRS
23 288.110(4). 127 Nev. at 639, 261 P. 3d at 1076.

24 Citing to DX 11—contract language that LCCTA provided to the District for the
25 preparation of tentative agreements (“TAs”) in contract negotiations, the District tries to argue
26 that LCCTA never made a proposal to the District regarding inclusion of Interim Educators in the
27 Unit, suggesting it was not an active topic of discussion after JX 17 - JX 19 (September 26 -
28 October 7, 2024) and by implication, not discussed at mediation. RT at 61:6 - 63:21; DX 11 at

1 LCSD061-63. But as explained by Ms. Parker, there is no mention of Interim Educators in DX
2 11 because it consists of proposed contract language upon which the parties had agreed, and the
3 District had “turned down” the proposal regarding Interim Educators. RT at 63:3-7; RT at 64:18-
4 21.

5 Remarkably, the District’s contention is further belied by its own document—a
6 memorandum to the LCCTA Negotiations Team “responding to the *proposals presented by the*
7 *Association during the March 12, 2025 initial negotiation session.*” JX 22 (emphasis added).
8 And in response to one such negotiation proposal from LCCTA on March 12th, the District states,
9 “the District has asserted a management right in connection with all language proposed by the
10 Association addressing the inclusion of long term substitute teachers . . . because they are not
11 included in the Association’s bargaining unit.” *Id.* And Supt. Klein did concede on cross-
12 examination that “the Association did in fact present [him] with a proposal to include interim
13 educators . . . in the bargaining unit . . . on March 12, 2025.” RT at 247:7-18.

14 Thus, this Board should conclude that LCCTA received unequivocal notice on September
15 26, 2024, and it should utilize the four (4) equitable tolling factors enunciated by the Nevada
16 Supreme Court in *Copeland* and applied in *City of North Las Vegas*, and the NRS 288.110(4)
17 limitations period should be tolled from October 9, 2025, until at least March 12, 2025, when
18 despite the promise made at the conclusion of mediation, the District informed LCCTA at the
19 very first contract negotiations meeting that it was asserting a management right and would *not*
20 discuss whether to include Interim Educators in the LCCTA Bargaining Unit. JX 22 at JT0151;
21 RT at 38:22 - 40:20 (M. Parker - “And the District’s response was it was a non-starter. That was
22 a hill they were willing to die on.”); RT at 157:2-11 (K. Vezina - “we were cut short” “we were
23 given a hard no, specifically that this was a hill they were willing to die on”); *see also* RT at
24 238:15-22 (R. Klein - “We said it’s not negotiable.”).

25 *i. LCCTA Was Diligent*

26 When it became apparent on March 12, 2025 that LCSD was not going to discuss
27 inclusion of Interim Educators in the LCCTA Bargaining Unit during contract negotiations, *i.e.*,
28 when it again received “unequivocal notice,” LCCTA timely filed (July 21, 2025) the instant

1 Appeal to this Board of the District's determination of the LCCTA Unit. Thus, analysis of this
2 factor supports application of equitable tolling.

3 *ii. Knowledge of the Relevant Facts*

4 The facts as asserted by both the District and the Association demonstrate that both
5 parties were aware of the issue at hand—inclusion of Interim Educators in the LCCTA Unit. The
6 District makes no credible argument that LCCTA's position regarding the inclusion issue was not
7 known to it. Nor can the District make such an argument. As discussed, the issue regarding
8 inclusion of Interim Educators in the LCCTA Unit became part of the Natalie Payne Grievance
9 (JX 16), when Supt. Klein asserted in his September 26, 2024, response to that grievance (JX 17
10 at JT0118 and JT0124-26) that Ms. Payne and other Interim Educators were not part of the
11 LCCTA Unit. Shortly thereafter, on October 1, 2024, LCCTA President Milena Parker emailed
12 Supt. Klein disputing the accuracy of his assertion and seeking clarification of what other
13 positions the District disputed as members of the Unit. JX 18 at JT0128. In response to Ms.
14 Parker's inquiry, Supt. Klein sent her a letter dated October 7, 2024, which included a discussion
15 spanning nearly five pages detailing the District's position on the subject of Interim Educators.
16 JX 19 at JT0132-36; *see also* JX 22 (LCSD rejecting LCCTA negotiations proposal to include
17 Interim Educators in Unit).

18 However, what was *not* known to LCCTA is that when the District agreed to mediate the
19 September 2024 grievance, and when at the conclusion of mediation in January 2025 the District
20 agreed to continue discussion of inclusion of Interim Educators in upcoming contract
21 negotiations, the District made those promises in bad faith. Thus, analysis of this factor supports
22 application of equitable tolling.

23 *iii. LCCTA Relied on Misleading Statements by and Conduct of LCSD*

24 As stated *supra*, LCCTA took the District at its word when it said it would participate in
25 mediation of the grievance, a grievance which by then included the issue of inclusion of Interim
26 Educators in the LCCTA Bargaining Unit. Likewise, when the District committed at the
27 conclusion of mediation that it would further discuss the issue with LCCTA during contract
28 negotiations, LCCTA again took the District at its word, not knowing that the District's

1 commitment was an empty promise, made in bad faith. Thus, LCCTA did rely on misleading
2 statements by LCSD, and analysis of this factor supports the application of equitable tolling.

3 *iv. LCSD is Not Prejudiced*

4 LCSD has presented no evidence or argument that it is any way prejudiced by application
5 of equitable tolling. Certainly LCSD is not surprised by the fact that LCCTA seeks inclusion of
6 Interim Educators in the LCCTA Bargaining Unit. Nor has the District pointed out any changes
7 it made to its operations based on LCCTA's alleged failure to pursue this matter "decades" ago.
8 Thus, analysis of this factor also supports application of equitable tolling.

9 *c. Conclusion: The Appeal was Timely*

10 Thus, an analysis and application of the equitable tolling factors utilized by the Nevada
11 Supreme Court for matters coming before this Board under NRS 288.110(4) must result in a
12 finding that the instant Appeal was timely filed. In sum, the dispute giving rise to the Appeal
13 commenced on September 26, 2024, when in response to a grievance the Association filed
14 regarding the involuntary transfer of Natalie Payne—a grievance that was completely silent
15 regarding Ms. Payne's status as an Interim Educator—LCSD Supt. Klein denied the grievance,
16 asserting that Ms. Payne and other Interim Educators were not part of the LCCTA Unit. That
17 was unequivocal notice to LCCTA that the District had made a determination of the LCCTA
18 Unit (NRS 288.170(1)).

19 At that point in time, LCCTA viewed the issue of inclusion of Interim Educators in the
20 Unit as part of the grievance. On October 9, 2024, LCCTA requested, and the District agreed, to
21 move the grievance to mediation. Thus, the 6-month limitations period in NRS 288.110 was
22 tolled at that point pending mediation. Mediation took place on January 10, 2025, and part of the
23 mediation outcome was an agreement to continue discussing the issue of inclusion of Interim
24 Educators in the Unit during contract negotiations in the spring. Thus, the limitations period
25 remained tolled after January 10, 2025.

26 Then at the very first contract negotiation meeting on March 12, 2025, when LCCTA
27 made a proposal to include Interim Educators in the Unit, the District summarily rejected the
28 proposal as a "hard no" and asserted a management right not to bargain over the scope of the

1 Unit. Thus, after only running for about two weeks in late September and early October of 2024,
2 it was not until March 12, 2025, that the 6-month limitations period began running again, and the
3 instant Appeal filed July 21, 2025, was timely.

4 ***B. The District has Formally Recognized the Association's Expertise Regarding***
5 ***the Appropriate Scope of the Unit***

6 As stated at the outset of the hearing of this matter, although in Art. 1.2 of the Master
7 Contract (JX 1 at JT004) the District did not delegate to the Association its responsibility to
8 determine the scope of the Unit, the contract language demonstrates that the District and the
9 Association have essentially “partnered,” in that task. RT at 21:23 - 22:3. The District has
10 recognized the Association as “the exclusive representative of all certified personnel as defined
11 in [Art.] 1.2” of the collectively bargained Master Contract between LCCTA and LCSD. JX 1 at
12 JT0006 (Art. 2.1). Article 1.2 of the Master Contract defines “Licensed Educator” as follows:
13 “*all* Nevada licensed *and/or* certified staff members *including* counselors, school nurses, social
14 workers, psychologists, and speech and language therapists/providers *eligible for membership in*
15 *the Lander County Classroom Teachers Association*” excluding “administrative staff.”
16 (Emphasis added). Thus, by use of the terms “all,” “and/or,” and “including,” the parties have
17 broadly defined the term “Licensed Educator” to include all LCSD employees licensed and/or
18 certified by the Nevada Department of Education (“NDOE”), excluding therefrom only
19 “administrative staff,” who are precisely and narrowly defined in Art. 1.14 of the Master Contract
20 as follows: “The term ‘Administrative Staff’ as used in this contract shall mean the
21 Superintendent, Principal, or others that may be added to the system, not to include Licensed
22 Educators.” JX 1 at JT0005.

23 Thus, the first three components of the definition of “Licensed Educator” emphasized
24 above are broad and inclusive, and the final component is an LCSD employee who is “eligible
25 for membership in the Lander County Classroom Teachers Association.” LCCTA has
26 determined that Long-Term Substitutes who are Interim Educators are eligible for membership in
27
28

1 the Association,⁹ and numerous Interim Educators have become dues-paying members of
2 LCCTA. JX 19 at JT0137-38 (12 “LTS” paying dues as of October 7, 2024). Notably, the dues
3 of Interim Educators are collected in the same manner as that of LCSD Classroom Teachers—via
4 payroll deduction as set forth in Art. 16.1 of the Master Contract. RT at 34:14-25. Therefore, the
5 District essentially has already agreed that any NDOE licensed employee, excluding
6 “administrative staff” who the Association determines is eligible for membership therein, is in
7 fact covered by the Master Contract and a member of the LCCTA Bargaining Unit. This partial
8 reliance on the Association is consistent with one of the Recitals in the Preamble to the Master
9 Contract, wherein the District and the Association acknowledged that “the members of the
10 teaching profession are particularly qualified to assist in the improvement of educational
11 standards.” JX 1 at JT0004.

12 And indeed, the improvement of educational standards was the motivation for LCCTA to
13 welcome Interim Educators to membership in LCCTA. As explained by LCCTA President
14 Milena Parker, LCCTA did not determine that Interim Educators were eligible for membership in
15 LCCTA as a means of increasing its membership (RT at 114:2 - 115:9), rather it made that
16 determination based on the community of interest with Interim Educators (RT at 49:6-19) and the
17 fact that Interim Educators were and still are filling vacant positions in the LCCTA Unit (RT at
18 60:14 - 61:4), *i.e.*, educating the students of the Lander County School District. Per Ms. Parker:

19 So if we had a job description for a teacher, say, in front of us, it’s going to say 37
20 and a half hours a week. It’s going to say 103.5 sick days. It’s going to say we
21 paid this percentage of your PERS. It’s going to say we paid this to your
22 insurance. That’s a community of interest. We’re going to say you have to be at
23 parent-teacher conferences. You’re going to work 1,402 hours a year. We’re going
24 to say that is when you start. This is when you finish. We’re going to say you’re
25 required to -- and I think the description is in here on how they interface with
26 students, what their responsibilities are. ***That’s what I mean by the job is the
27 same. We don’t lower the expectation of the human in the room based on the
28 license. We’re asking them to step up and teach the children.***

RT at 97:22 - 98:11 (emphasis added).

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⁹ See JX 2 at JT0061 (LCCTA Bylaws Art. II(1) - membership open to those with NDOE licensure).

1 C. **Community of Interest - Interim Educators Belong in the LCCTA Unit**

2 1. **EMRB Precedent**

3 In *Douglas Cty. Prof. Educ. Ass'n v. Douglas Cty. Sch. Dist.*, the Board explained:

4 In considering the criteria for testing community of interest, the Board, in
5 past decisions, has utilized all or part of the *following factors*, depending on the
6 particular employees and situations at issue: *sharing an identity of career paths,*
7 *desires of the affected employees, similarity in the qualifications, skills and*
8 *training, commonality of supervision, similarity in the kind of work performed,*
 similarity in employment benefits, hours of work and other terms and
 conditions of employment, uniformity in personnel policy, geographic
 proximity, common objectives in providing services, the employee's
 organizational structure, the frequency of contact among the employees.

9 Item No. 230, Case No. A1-045442 (Sep. 29, 1989) at 4:15-24 (emphasis added) (citing Item
10 Nos. 4, 11, 21, 43, 96 and 185).

11 In *Nye Cty. Law Enforcement Ass'n v. Nye Cty.*, the Board stated:

12 *A community of interest[] includes, among other considerations, similarity in*
13 *duties, skills, working conditions, job classifications, employee benefits, and the*
14 *amount of interchange or transfer or employees, integration of an employer's*
15 *operations and supervision of employees. In addition the Board generally favors*
16 *larger wall-to-wall bargaining units in order to minimize the practical difficulties*
 on a local government employer that result from a proliferation of bargaining units
 and to serve as a safeguard for employees against the diluted effectiveness
 caused by smaller and fragmented bargaining units.

17 Item No. 805, Case No. A1-046123 (June 22, 2015) at 6:1-10 (emphasis added) (citing
18 *Operating Eng'rs Local 501 v. Las Vegas Convention and Visitors Auth.*, Item No. 96, Case No.
19 A1-045-323 (May 5, 1980) and *In the Matter of IAFF Local 731 and City of Reno*, Item No. 4
20 (Mar. 6, 1972)).

21 The following factors can be distilled from the cases cited immediately above:

- 22 - sharing an identity of career paths
- 23 - desires of the affected employees
- 24 - similarity in the qualifications, skills and training
- 25 - commonality of supervision/supervision of employees
- 26 - similarity in the kind of work performed
- 27 - similarity in employment benefits, hours of work and other terms and conditions
28 of employment

- 1 - uniformity in personnel policy
- 2 - geographic proximity
- 3 - common objectives in providing services
- 4 - the employee's organizational structure
- 5 - the frequency of contact among the employees
- 6 - similarity in duties, skills, working conditions, job classifications, employee benefits
- 7 - the amount of interchange or transfer of employees
- 8 - integration of an employer's operations

9
10 And the Board has stated that it favors larger wall-to-wall bargaining units in order to minimize
11 the practical difficulties on a local government employer that result from a proliferation of
12 smaller bargaining units and to serve as a safeguard for employees against the diluted
13 effectiveness caused by smaller and fragmented bargaining units. *Douglas Cty. Prof. Educ.*
14 *Ass'n v. Douglas Cty. Sch. Dist.*, Item No. 230, Case No. A1-045442 (Sep. 29, 1989) at 4:15-24
15 (emphasis added) (citing Item Nos. 4, 11, 21, 43, 96 and 185); *Nye Cty. Law Enforcement Ass'n*
16 *v. Nye Cty.*, Item No. 805, Case No. A1-046123 (June 22, 2015) at 6:1-10 (emphasis added)
17 (citing *Operating Eng'rs Local 501 v. Las Vegas Convention and Visitors Auth.*, Item No. 96,
18 Case No. A1-045-323 (May 5, 1980) and *In the Matter of IAFF Local 731 and City of Reno*, Item
19 No. 4 (Mar. 6, 1972)).

20 **2. The District's Failed Community of Interest Arguments**

21 The District made a futile attempt to argue that there was no community of interest
22 because Interim Educators only work for the District for one year (RT at 232:25 -233:9), but the
23 testimony of witnesses at the hearing, including the District's own two witnesses belied that
24 argument. In prior testimony, Supt. Klein himself had already stated that employment of Interim
25 Educators "may . . . go on," that the District currently employs an Interim Educator who has been
26 there five years and that the shortage of fully licensed teachers to hire has "gotten worse." RT at
27 223:3-9; RT at 227:17 - 228:1; RT at 228:2-25; *see also* RT at 246:20-24 (R. Klein - "We have
28 renewed long-term subs multiple years."). LCSD School Board Member Sondra Torgeson

1 testified that it has been “difficult . . . to fill open certified positions in the last few years,”
2 because “[n]ationwide, there’s not enough teachers to meet our demand.” RT at 207:13-17. And
3 of course, Ms. Drown testified that she had been an Interim Educator for a little over two years,
4 and Ms. Vezina was an Interim Educator for five years before becoming fully licensed. RT at
5 126:1-17; RT at 158:5-13.

6 The District also tried to focus on the evaluation of Interim Educators as an obstacle to
7 their inclusion in the LCCTA Unit. *E.g.*, RT at 202:20 - 203:7 (S. Torgeson); RT at 223:3-12 (R.
8 Klein). First the Association must point out that there is no statutory requirement in NRS
9 Chapter 391 or elsewhere in Nevada law that would require the District to evaluate an Interim
10 Educator, and the District knows that. RT at 203:1-5 (S. Torgeson); RT at 224:24 - 225:2 (R.
11 Klein); *see generally* NRS 391.675 - 391.730; NAC 391.565 - 391.589. Interestingly, Ms.
12 Torgeson expressed her “hope [that] a good administrator would go through and evaluate [an
13 Interim Educator].” RT at 203:5-6. On the question of the intensity of supervision generally,
14 Supt. Klein testified that a “[b]uilding administrator is going to supervise people based on need .
15 . . not necessarily regarding licensure.” RT at 224:24 - 225:7. For its part, the record
16 demonstrates that the Association was not unaware of the evaluation issue and considered it a
17 topic warranting discussion. Ms. Parker testified that evaluation of Interim Educators would be
18 “a point of negotiation,” and that evaluations provide a constructive format for an individual to
19 understand areas in which they need to improve and their responsibility to do so. RT at 91:14-
20 23.

21 The District also argued that there was no community of interest based on an apparent
22 assumption that LCCTA would advocate for the ongoing employment of an Interim Educator,
23 even if the District had fully-licensed teachers to fill a position. RT at 95:10-23 (M. Parker); RT
24 at 233:19 - 234:1 (R. Klein). The District presented no evidence in this regard, nor could it,
25 because it refused to discuss inclusion of Interim Educators during contract negotiations. JX 22.
26 In any event, when asked if providing Interim Educators the same “protections” enjoyed by fully
27 licensed teachers would adversely impact the latter group, Ms. Parker responded that LCCTA
28 was not seeking the same “language” and that it was seeking language “appropriate to . . . the

1 position.” RT at 92:14-19. Ms. Parker continued and explained that the Association was not
2 “advocating for the lessening of rigor. We’re actually advocating for the opposite.” RT at 92:20-
3 22.

4 The District also may seek to argue that there is not a community of interest because
5 LCCTA has not provided the District with evidence that Interim Educators themselves sought
6 their inclusion in the Unit. RT at 242:21-24. First, LCCTA never provided such evidence to
7 LCSD prior to this dispute because as already discussed, it believed that Interim Educators were
8 already in the Unit until it received Supt. Klein’s response to the Payne grievance. RT at 34:6-13
9 and 37:15-22 (M. Parker); RT at 149:11-18 and 191:6-18 (K. Vezina); JX 18 at JT0128.

10 Furthermore, this Board has ample evidence that a majority of Interim Educators desire
11 representation by LCCTA. Both Ms. Drown and Ms. Vezina became members of LCCTA
12 during their tenure as Interim Educators. RT at 137:13-20 (T. Drown); RT at 147:18-22; RT at
13 158:5-13 (K. Vezina). More broadly, the Board may compare JX 19 at JT0137-38, which is an
14 October 7, 2024 list of employees paying dues to LCCTA that Supt. Klein presented to the
15 Association, and DX 6 at LCSD031, which indicates the number of LCCTA Unit positions filled
16 by “LTS” (Interim Educators) for SY 24-25. DX 6 indicates that there were 19 positions
17 occupied by LTS for SY 24-25, and JX 19 at JT0137-38 indicates that LCCTA had 12 dues-
18 paying LTS members as of October 7, 2024—a membership ratio of 63%, which would be well
19 above the majority of the unit threshold required by NRS 288.160(2) for representation of Interim
20 Educators as a separate, smaller, fragmented unit disfavored by the Board.

21 **3. There is Strong Community of Interest Among Interim Educators and the**
22 **Other LCSD Employees in the LCCTA Unit**

23 At the outset, LCCTA points out that NRS 288.170 and the factors announced by the
24 Board in previous decisions are to determine a “community” of interest, and an “identity” of
25 interest is not required. JX 4 and then JX 6 - JX 10 demonstrate that aside from the NDOE
26 licensure requirement, the Unit is fairly diverse, ranging from Classroom Teachers (JX 4), who
27 may be considered the “core” of the Unit, to School Counselors, School Nurses, School Social
28 Workers, Schools Psychologists and Speech and Language Therapists (JX 6 - JX 10). The

1 Classroom Teacher's job varies greatly from those latter positions, but as discussed below, it is
2 nearly identical to the job of an Interim Educator, best represented in documentary form by JX 5,
3 and is in fact identical in the most important aspects. As explained by Milena Parker:

4 Okay. So we're talking about community of interest. I'm a social worker, and I'm
5 the president of the teacher's association. And I also represent speech path, psych
6 and, you know, a variety of other people. Acknowledging the differences in
7 position and that each position might have a special need or a special job
8 description, I mean, that's in the binder. We've got a nurse job description. It
9 looks moderately different. We've got a teacher job description. We've got a
counselor job description. The community of interest is that we are, day after day,
on repeat, in a class with children. ***Our community of interest is actually the
children that we serve.*** We do that in a variety of vehicles and avenues, but our
community of interest is that ***these long-term subs, interim educators have the
same responsibilities as a classroom teacher and are filling a vacant position.***

10 RT at 94:2-18 (emphasis added).

11 Thus, an examination of the facts in this Appeal and application of the Board's
12 community-of-interest factors strongly militates for inclusion of Interim Educators in the LCCTA
13 Unit. For starters, both Interim Educators and every other position in the LCCTA Unit must
14 possess an NDOE issued license. JX 4 at JT0073 (Classroom Teacher); JX 5 at JT0076
15 (Substitute Classroom Instructor); JX 6 at JT0079 (Elementary School Counselor); JX 7 at
16 JT0082 (Jr./Sr. HS Counselor); JX 8 at JT0086 (School Psychologist); JX 9 at JT0090 (School
17 Nurse); JX 10 at JT0094 (Speech/Language Pathologist); RT at 126:1-12 (T. Drown); RT at
18 157:25 - 158:19 (K. Vezina).

19 It is undisputed that since at least SY 19-20, the District employs substitute teachers on a
20 long-term basis to fill vacancies in the LCCTA Unit created by the prolonged absence of an
21 LCSD Classroom Teacher and/or to fill vacancies where the District has not yet been able to hire
22 a permanent LCSD Classroom Teacher for a position, *i.e.*, an Interim Educator. DX 6 at
23 LCSD029-43; JX 23 at JT0153 (SY 25-26); RT at 207:13 - 208:8 (S. Torgeson); RT at 228:2 -
24 229:12 (R. Klein). Nor is it disputed that the District makes PERS contributions on behalf of
25 LCSD Classroom Teachers and on behalf of Long-Term Substitute Teachers who serve as
26 Interim Educators. JX 18 at JT0128; JX 19 at JT0135; RT at 133:23 - 134:4 (T. Drown); RT at
27 245:13-20 (R. Klein).

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1 Both LCSD Classroom Teachers and Long-Term Substitute Teachers who serve as
2 Interim Educators execute individual employment contracts. JX 14 (T. Drown - LTS); JX 15 (K.
3 Vezina - Teacher). And Ms. Vezina, who signed numerous individual employment contracts as
4 an Interim Educator, before becoming a fully licensed (“certified”) teacher, testified that aside
5 from specific salary and assignment information near the top of the individual contracts, the
6 content of the contracts she signed as an Interim Educator and a classroom teacher was identical.
7 RT at 160:22 -162:2; *compare* JX 14, and JX 15.

8 The annual salaries of LCSD Classroom Teachers and Interim Educators are all
9 determined utilizing the Certified Salary Schedule from the Master Contract. JX 1 at JT0051.
10 Step 0 was added to that salary schedule effective with the version of the Master Contract
11 immediately preceding JX 1 for the express purpose of differentiating the pay of Interim
12 Educators from the pay of new fully licensed or certified employees in the LCCTA Unit. RT at
13 31:3 - 32:17 (M. Parker). Supt. Klein did not dispute this, and testified that he had been with the
14 District 10 years, and when asked, “How does the District determine compensation for long-term
15 subs,” he answered “I’ve been in the District ten years and long before I got there, long-term subs
16 were just always treated as lane one/step one.”¹⁰ RT at 226:3-12. And of course, the crucial
17 point here is that the Certified Salary Schedule, along with everything else in JX 1, is the product
18 of *negotiation between the District and the Association*.

19 Thus, as a practical matter, LCCTA currently is and already has been negotiating the
20 salaries and benefits of Interim Educators year in and year out for a decade or more, and thus it
21 only makes sense to formally include Interim Educators in the Unit so that they have a clearly
22 defined voice within LCCTA. As Ms. Parker pointed out to Supt. Klein in her October 1, 2024,
23 email to him (JX 18 at JT0128), “The district recently negotiated the terms of long term salary

24
25 ¹⁰ The District had attempted to argue that compensation for Interim Educators was
26 determined by LCSD Board policy, not negotiations. RT at 178:24 - 180:7. The District
27 relied on LCSD Regulation 005.3.4 (DX 1 at LCSD002), which provides that the pay for
28 long-term substitute teachers who teach for 60 consecutive calendar days or more is based
on the “daily rate of a beginning teacher.” However, Ms. Vezina stated the obvious on re-
direct examination—the daily rate of a beginning teacher is determined by negotiations
between LCSD and LCCTA. RT at 185:7-18.

1 for not yet fully licensed teachers with the association, and the vote to ratify the salary
2 amendment included votes by long-term substitutes who have been members of LCCTA for
3 several years.” Ms Parker further testified regarding JX 18:

4 So in a nutshell, I said I expressed confusion. And I also pushed back that I didn’t
5 feel like it was accurate because in Exhibit 17, it says that the Association had
6 never bargained for the rights of long-term substitutes which they were called at
7 that time. Interim educators came later in an effort to reduce confusion. And I said
8 that we just did. I just bargained for these people. And I was -- I don’t want to
9 speak for people that don’t have a voice to give to me, if that makes sense, and so
10 I was like: Wait. We just did step zero. We just negotiated salaries. They were
11 part of that. You know, they’re covered under our insurance.

12 RT at 36:11-23.

13 The Board heard the testimony of Taylor Drown, who just became fully licensed by
14 NDOE in October of 2025, and who for the two school years prior to this school year (SY 25-
15 26), had served as an LCSD Interim Educator as a third grade teacher. RT at 125:18 - 126:17.
16 Ms. Drown is a current LCCTA member and has been a member continuously since becoming an
17 Interim Educator. RT at 127:16-20. Ms. Drown’s testimony was that there was no change to her
18 assignment or her work for LCSD when she transitioned from Interim Educator to fully licensed
19 teacher, and she remained in the same third grade classroom. RT at 126:18-22. Ms. Drown did
20 not have to fill out a new job application, nor was she required to interview to remain in her
21 current third grade teaching position. RT at 126:3 - 127:1.

22 Ms. Drown reviewed JX 4—the Classroom Teacher Job Description—and testified that it
23 accurately described her job as both an Interim Educator and as an LCSD Classroom Teacher: “I
24 did the same thing as I do now.” RT at 127:21 - 128:15. The testimony of LCCTA Secretary
25 Katie Vezina, who served as an LCSD Interim Educator for five years before becoming a fully
26 licensed teacher, was much the same: she stated that there was nothing in her Classroom Teacher
27 Job Description (JX 4) that she did not do as an Interim Educator, RT at 158:5 - 159:6; and,
28 when asked about what was different in the job, day-to-day, between an Interim Educator and an
LCSD Classroom Teacher, her response was, “Absolutely nothing.” RT at 164:7-10; *see also* RT
at 215:10-17 (S. Torgeson - LTS position similar to Classroom Teacher, “only major difference”
was no formative evaluation).

1 The testimony of Supt. Klein further demonstrated this simple reality. When asked if
2 Interim Educators were “expected to exercise the same level of independent instructional
3 authority over the course of their employment with the District,” Supt. Klein responded that “the
4 expectation is yes, to do everything that a classroom teacher would do,” that it was “fair to say”
5 that the job duties were fairly similar or “identical,” and that “we’re asking them to be a teacher
6 for a year.” RT at 224:2-18. Supt. Klein added that Interim Educators receive the same
7 professional development assistance from instructional coaches and building administrators as
8 the Classroom Teachers in the buildings: “we have them participate in everything.” RT at
9 224:19-23. When asked why he did not think there was a community of interest, Supt. Klein’s
10 response was, “They basically do the same thing. They teach the same. . . . They do all the things
11 we’ve talked about.” RT at 235:24 - 236:3. The sole basis asserted by Supt. Klein for a lack of
12 community of interest is that the Interim Educators only “do the same thing” for a year. RT at
13 236:2-3. But as discussed elsewhere in this Closing Argument, that is simply not the case.
14 Taylor Drown was an Interim Educator for two years, Katie Vezina was an Interim Educator for
15 five years, and Supt. Klein testified regarding yet another Interim Educator who is still not fully-
16 licensed after five years. RT at 227:20 - 228:1.

17 The District has argued that the terms and conditions of employment for Interim
18 Educators are the product of negotiation between the individual employee and the District. JX
19 19 at JT0133. But both Ms. Drown and Ms. Vezina testified that during their tenure as Interim
20 Educators, no such individual negotiation took place. RT at 130:1 - 131:2 (T. Drown); RT at
21 162:3-16 (K. Vezina). And Supt. Klein conceded this point on cross-examination. RT at
22 257:12. Also, Ms. Vezina testified that during her first school year as Interim Educator (2018),
23 her building principal presented her with a copy of the Master Contract, which of course is the
24 product of negotiation between LCCTA and LCSD. RT at 177:2 - 178:1.

25 Both LCSD Classroom Teachers and Long-Term Substitute Teachers who serve as
26 Interim Educators have a duty-free lunch of not less than 30 minutes without interruption. JX 1 at
27 JT0024 (Art. 9.2); RT at 52:24 - 53:2 (M. Parker); RT at 164:18-25 (K. Vezina); cf. RT at 133:7-
28 13 (T. Drown). Both LCSD Classroom Teachers and Interim Educators are expected to be

1 available to parents and students for consultation outside regular school hours at mutually
2 convenient times. JX 1 at JT0023 (Art. 9.1.2); RT at 52:14-18 (M. Parker); RT at 133:14-17 (T.
3 Drown); RT at 165:1-8 (K. Vezina). Both LCSD Classroom Teachers and Interim Educators are
4 required to participate in open house night and Parent-Teacher conference nights. JX 1 at
5 JT0024 (Art. 9.1.9); RT at 52:19-23 (M. Parker); RT at 133:18-21 (T. Drown); RT at 165:9-14
6 (K. Vezina). LCSD Classroom Teachers and Interim Educators all are required to prepare lesson
7 plans for substitute teachers in the event they are temporarily absent. RT at 133:3-6 (T. Drown);
8 RT at 164:11-17 (K. Vezina).

9 The District currently contributes \$1,300 per month to its health insurance PPO Fund for
10 every full-time LCSD Classroom Teacher and for every Interim Educator enrolled in its health
11 insurance PPO Plan. JX 1 at JT0035 (Art. 12.4.1); RT at 134:3-16 (T. Drown); RT at 165:15 -
12 166:9 (K. Vezina). And there is no dispute that the District makes PERS contributions on behalf
13 of Interim Educators and other employees in the LCCTA Unit. JX 11; DX 1 at LCSD002; RT at
14 221:9-18 and 245:10-20 (R. Klein - LCSD pays PERS from day one for long-term substitute
15 teachers who will be there 60 or more days).

16 Both LCSD Classroom Teachers and Long-Term Substitute Teachers who serve as
17 Interim Educators are supervised by LCSD school principals and/or assistant principals. RT at
18 134:17-20 (T. Drown); RT at 166:10-22 (K. Vezina). LCSD Classroom Teachers and Long-
19 Term Substitute Teachers who serve as Interim Educators work in the same LCSD schools and
20 interact with each other on a daily basis. RT at 131:3-17 (T. Drown - "talked . . . on a daily basis
21 multiple times per day"); RT at 166:23 - 167:9 (K. Vezina - interacted "[m]ultiple times per day").
22 Ms. Drown further elaborated and testified that the topics of discussion/interaction among
23 Interim Educators and fully licensed Classroom Teachers included students, parents,
24 collaborative preparation, challenges working with parents and collaborated solutions. RT at
25 131:25 - 132:13.

26 The general job qualifications for LCSD Classroom Teachers and Interim Educators are
27 identical: a high school diploma or equivalent; a bachelors degree from an accredited

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1 college/university; a current Nevada teaching certificate, on file in the District office; and, a
2 desire to continue career improvement. *Compare* JX 4 at JT0073, *and* JX 5 at JT0076.

3 The essential job functions of LCSD Classroom Teachers and Interim Educators include
4 the following identical elements: facilitating the personal, social, and intellectual development of
5 students; maintaining a positive learning environment and responding to the individual needs of
6 students; ensuring that all activities conform to District guidelines; communicating effectively
7 with members of the District and community; working effectively with community
8 organizations; reacting to change productively and handling other tasks as assigned; supporting
9 the value of an education; and, supporting the philosophy and mission of the District. *Compare*
10 JX 4 at JT0073, *and* JX 5 at JT0076. Also, both LCSD Classroom Teachers and Interim
11 Educators must be able to work in noisy and crowded environments. *Compare* JX 4 at JT0074,
12 *and* JX 5 at JT0076 .

13 The general responsibilities of LCSD Classroom Teachers and Interim Educators include
14 the following identical elements: implementing effective lessons; motivating students through
15 effective communication and evaluative feedback; demonstrating awareness of the needs of
16 students and providing for individual differences; setting high expectations for student
17 achievement and behavior; establishing and maintaining a positive climate for learning through
18 appropriate classroom management; seeing that District policies are observed during all
19 activities; adhering to all District health and safety policies, including all precautions of the
20 LCSD Bloodborne Pathogens Exposure Control Plan; and, other duties as assigned by the
21 Principal, or other LCSD Administrative Staff. *Compare* JX 4 at JT0074, *and* JX 5 at JT0077.

22 The District requires LCSD Classroom Teachers and Interim Educators to create a
23 positive learning environment to facilitate the personal, social, and intellectual development of
24 students; and, in order to respond to the individual needs and abilities of students, both LCSD
25 Classroom Teachers and Interim Educators must work closely with other LCSD staff and the
26 administration of the District. *Compare* JX 4 at JT0073, *and* JX 5 at JT0076.

27 Thus, an application of the criteria correctly and historically utilized by the Board to
28 determine a community of interest to the facts of this case strongly supports the inclusion of

1 Long-Term Substitutes who serve as Interim Educators in the LCCTA Bargaining Unit, and the
2 Board should find accordingly.

3 **III.**

4 **CONCLUSION**

5 Having enrolled Interim Educators in LCCTA membership in the presence of Supt. Klein
6 and having negotiated Step 0 into the Master Contract to establish the salary for Interim
7 Educators, LCCTA had reasonably assumed that LCSD considered Interim Educators part of the
8 LCCTA Bargaining Unit. However, when in September of 2024, in response to a grievance
9 LCCTA filed regarding the involuntary transfer of Natalie Payne, which was completely silent
10 regarding her status as an Interim Educator, Supt. Klein asserted that Ms. Payne and other
11 Interim Educators were not part of the LCCTA Unit and thus not covered by the Master Contract
12 and its grievance provisions, LCCTA received unequivocal notice that LCSD had determined
13 that Interim Educators were not part of the Unit; and, LCCTA then not understanding how NRS
14 288.170(5) operated, considered the issue of their inclusion in the Unit was then part of the
15 grievance.

16 Roughly two weeks after Supt. Klein's grievance response, LCCTA moved the grievance
17 to mediation, and the District agreed to mediate, thus tolling the 6-month statute of limitations in
18 NRS 288.110(4). The parties mediated on January 10, 2025, and one part of the mediation
19 outcome was an agreement to continue discussion of inclusion of Interim Educators in the
20 LCCTA Unit in negotiations in late winter or spring of 2025. Although, LCCTA had doubts, it
21 presumed that the District would honor that commitment; thus, the statute of limitations
22 remained tolled. But at the very first negotiation meeting on March 12, 2025, when LCCTA
23 made a proposal for inclusion of Interim Educators in the Unit, they received a "hard no" from
24 the District, which asserted a management right and stated it was "a hill they were ready to die
25 on." The District's hard no restored LCCTA to the status of a party having received unequivocal
26 notice and restarted that statute of limitations. LCCTA then timely filed this appeal in July of
27 2025.


28 ///

1 The testimony and exhibits presented to the Board at the hearing of this matter
2 demonstrated that there in fact is the requisite community of interest between Interim Educators
3 and other members of the LCCTA Unit; and in fact, the work of Interim Educators is nearly
4 identical to the work of Classroom Teachers—the core of the Unit—as compared to the work of
5 other diverse employees in the Unit, such as School Social Workers, School Nurses, Counselors,
6 School Psychologists and Speech and Language Therapists. The District proffered various
7 theories to prove there is not a community of interest, but all of those theories either fail to
8 withstand scrutiny or fail to overcome the other factors establishing a community of interest.
9 Often, the District’s own documents or the testimony of its own witnesses, undermine those
10 proffered theories.

11 **WHEREFORE**, LCCTA respectfully requests that the Board find a community of
12 interest among Interim Educators and the other LCSD employees in the LCCTA Bargaining Unit.

13 **RESPECTFULLY SUBMITTED** this 13th day of May, 2026.

14 MESSING ADAM JASMINE & SHORE

15
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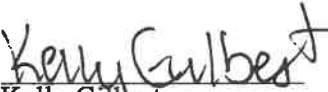
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CERTIFICATE OF SERVICE

Pursuant to NAC 288.080(4) I certify that I am an employee of MESSING ADAM JASMINE & SHORE, LLP, and that on the 13th day of May, 2026, I sent via electronic mail a true and correct copy of the within LCCTA/Appellant's Closing Argument addressed to the following:

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Closing Brief

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8 BEFORE THE GOVERNMENT

9 EMPLOYEE-MANAGEMENT RELATIONS BOARD

10 LANDER COUNTY CLASSROOM
11 TEACHERS ASSOCIATION,

12 Appellant,

13 v.

14 LANDER COUNTY SCHOOL DISTRICT,

15 Respondent.
16

Case No. 2025-014

**THE LANDER COUNTY SCHOOL
DISTRICT'S CLOSING BRIEF**

17 **I. INTRODUCTION**

18 This Appeal should be dismissed. At its core, the LCCTA seeks to relitigate a decades-old
19 bargaining unit structure that has never included Long-term Substitute Teachers (“LTS
20 employees”), without identifying any legally cognizable “unit determination” that would confer
21 jurisdiction on the Board. At all material times, the District has consistently maintained that the
22 bargaining unit is limited to licensed personnel, until November 2025,¹ the list of covered job
23 classifications was limited to: teachers, counselors, and nurses.² Because the LCCTA’s appeal does
24

25 ¹ In November 2025, the list of licensed personnel in the parties collective bargaining agreement
26 was expanded to include several additional licensed job classifications at the District – i.e. social
workers, school psychologists, and speech and language therapists. However, this change occurred
after the immediate appeal was filed, July 2025. *See* Joint Exhibit 1 at ¶1.2 (JT0004).

27 ² *See* Joint Exhibit 13 at (JT0103-04)(noting the District’s position that the Master Contract is
28 limited to a “bargaining unit comprised of licensed teachers, counselors, and school nurses.”); *see*
also Joint Exhibit 17 (JT0117-18)(noting the portion of the grievance challenging Ms. Payne’s

1 not concern a recent unit determination, but rather a longstanding unit determination that predates
2 the employment of anyone currently employed by the District, the Nevada Government Employee-
3 Management Relations Board (the “Board”) lacks jurisdiction under NRS 288.170.

4 The LCCTA points to the District’s September 26, 2024 Response (the “Response”) to its
5 September 12, 2024 Grievance (the “Grievance”) as the qualifying determination triggering the
6 immediate appeal. However, even if the Response were considered a qualified unit determination,
7 which the District strongly contests, the Appeal remains untimely. The LCCTA agrees that the
8 Response provided it with unequivocal notice of the District’s position, yet it did not file its Appeal
9 until July 21, 2025; a filing date that is well outside the six-month limitations period mandated by
10 NRS 288.110(4). *See Appeal*. In an attempt to resuscitate its untimely appeal, the LCCTA points
11 to its mediation discussions with the District concerning the Grievance, arguing that the mediation
12 creates a basis for tolling the statutory deadline. However, this strategy fails as a matter of law, and
13 cannot resurrect its untimely challenge.

14 Compounding the defects in its appeal, the LCCTA has fundamentally altered the theory of
15 its appeal.³ What began as an appeal of the District’s exclusion of all LTS employees teachers from
16 the bargaining unit has shifted to an attempt to establish an LCCTA-defined subset of LTS
17 employees—“Interim Educators”—as an entirely new job classification, a classification that the
18 District has never recognized, and asks the Board to both recognize the classification and determine
19 that the classification should be included in the LCCTA’s bargaining unit.⁴ As such, the restyled
20 appeal, based on the revised issue presented in the LCCTA’s Pre-Hearing Statement, seeks to

21 _____
22 transfer is not subject to grievance under the collective bargaining agreement’s Grievance
23 Procedure because the transfer concerns a LTS, and LTS employees are not a members of the
24 bargaining unit); *see also* Hearing Transcript for the March 30, 2026 Hearing before the Board
25 (“TRX”) at pg. 112:4-11 (Testimony of Melina Parker, LCCTA President, confirming that the
26 negotiations over the current contract with a term beginning July 1, 2025 and ending June 30, 2025
27 closed in November 2025 when the current contract was approved).

25 ³ *See Appeal* at pg. 8, XXX (expressly requesting a finding that a community of interest exists
26 between “Long-Term Substitute Teachers” and the other members of the LCCTA bargaining
27 Unit); *see also* Appellant’s Pre-Hearing Statement at A(1), pg. 1 (asking for the Board to find a
28 community of interest between a sub-category of LTS employees that the LCCTA refers to as
“Interim Educators”).

⁴ *See Appellant’s Pre-Hearing Statement* at A(1), pg. 1.

1 circumvent the District’s management rights to both define and establish job classifications for its
2 staff, and to make a determination about what job classifications belong in a particular bargaining
3 unit pursuant to NRS 288.170. This fundamental change in the purpose and basis of the appeal not
4 only constitutes a waiver of the original appeal, but also reveals the underlying flaw in the LCCTA’s
5 position: LTS employees do not share a sufficient community of interest to justify inclusion in the
6 LCCTA bargaining unit. Notably, the LCCTA has made no attempt to actually amend its Appeal
7 to reflect the issue they present to the Board – i.e. whether “Interim Educators” share a community
8 of interest with the other Licensed Educator classifications in the LCCTA bargaining unit.

9 Finally, even if the Board were to reach the merits, the evidence confirms that LTS
10 employees are a temporary, transitional workforce with materially different qualifications,
11 responsibilities, career paths, and employment terms than licensed educators. These differences
12 defeat any claim of a shared community of interest under controlling law.

13 For all of these reasons, the Appeal should be dismissed for lack of jurisdiction and
14 untimeliness, or alternatively denied on the merits.

15 **II. BACKGROUND FACTS**

16 **A. Background of the Dispute**

17 This dispute concerns whether LTS employees are included in the District’s recognized
18 bargaining unit.⁵ The District has consistently maintained that the bargaining unit includes only
19 professionally licensed personnel—such as teachers, counselors, nurses, and as of the most recent
20 contract executed in November 2025 – school psychologists, social workers, and speech and
21 language pathologists, and does not include LTS employees.⁶ Additionally, the District presented
22 testimony along with multiple documents reiterating its position that the LTS classification is not
23 part of the LCCTA’s bargaining unit or the LCCTA’s Master Agreement, its collective bargaining
24 agreement with the District.⁷

25 ⁵ See Appeal at pg. 8, XXX.

26 ⁶ See Joint Exhibit 1 at ¶1.2 (JT0004).

27 ⁷ See Joint Exhibits 13, 17, 18, 20; see also TRX at pg. 198-99: (Testimony of Sondra Torgerson
28 establishing that based on her recollection, having worked as a teacher at the District from 2006
until she became a principal in 2018 or 2019, the term “Teacher” as used in the Master Contract

1 In February 2023, the District adopted a revision to its policy concerning Substitute
2 Teachers, Personnel Policy 005.3.4.⁸ Pursuant to Policy 005.3.4, Substitute Teachers hired for a
3 period of sixty (60) days or more during a single school year, may be offered a short-term contract
4 and paid a salary instead of the normal “daily rate” typically paid to Substitute Teachers.⁹ The
5 Policy permits the District to “hire a person who holds a license as a substitute teacher to fill the
6 position of a teacher when a licensed teacher is unavailable to teach,” and permits that individual
7 to fill the position for unlimited days.¹⁰ Notably, the Policy establishes that the District sets the pay
8 and benefits for Substitute Teachers hired for more than sixty (60) days, and identifies such
9 Substitute Teachers as – “LTS employees.”¹¹ Furthermore, the Policy establishes that the District
10 unilaterally determines the pay and benefits attributable to LTS employees.¹²

11 In April 2024, the LCCTA contacted the District Superintendent, Mr. Klein, requesting to
12 add additional classifications to the Master Contract.¹³ In response, Superintendent Klein emailed
13 the LCCTA on April 26, 2024.¹⁴ In this response, Superintendent Klein stated that “the contract
14 limits its application to a bargaining unit comprised of licensed teachers, counselors, and school
15 nurses,” and cited to Article 1, Paragraph 1.2 as support for the District’s position. This statement
16 in no uncertain terms identifies that there are three classifications in the bargaining unit – licensed
17 teachers, counselors, and school nurses, and put the LCCTA on notice that any classifications not
18 included on that list are excluded from the bargaining unit. As the LCCTA agrees that LTS

19 _____
20 was always reserved for certified teachers – i.e. those individuals who “have met the requirements
21 set by the Nevada Department of Education” and attained their license).

21 ⁸ District Exhibit 1 (LCSD001-2), District Personnel Policy 005.3.4 (Substitute Teachers).

22 ⁹ *See id.* at 005.3.4(5).

23 ¹⁰ *See id.* at 005.3.4(1).

24 ¹¹ *See id.* at 005.3.4(5); *see also* TRX at 180:8-10 (Testimony of Katie Vezina agreeing that the
25 District sets pay and benefits for LTS employees using Policy 005.4.3).

26 ¹² *See id.*

27 ¹³ Joint Exhibit 13.

28 ¹⁴ *See id.*

1 employees are not in the same classification as licensed teachers,¹⁵ the District is confused as to
2 how there could be any challenge to the District’s position that the LCCTA knew LTS employees
3 were not included in the bargaining unit as early as April 2024.

4 In August 2024, the District hired Natalee Payne as a LTS, to fill in for a Second Grade
5 teacher who was out on medical leave for the first semester of the 2024-2025 school year.¹⁶ Around
6 the time Ms. Payne was hired, the Second Grade teacher informed the District she would be
7 returning early from medical leave, and Ms. Payne was no longer needed in the second grade for
8 the first semester of the school year.¹⁷ In response, the District offered Ms. Payne assignment,
9 teaching a Fifth Grade classroom for the remainder of the school year – an assignment she
10 accepted.¹⁸ Following Ms. Payne’s transfer to the Fifth Grade on September 2, 2024, the LCCTA
11 submitted a grievance to the District alleging that Ms. Payne was involuntarily transferred to the
12 Fifth Grade in violation of the transfer requirements set forth in the Master Contract, that the
13 transfer resulted in a violation of state classroom size requirements in the Second Grade, and that
14 the District failed to properly post the open Fifth Grade position in violation of the Master Contract
15 (the “Grievance”).¹⁹

16 On September 26, 2024, District responded to the Grievance (the “Response”).²⁰ In its
17 response the District addressed the allegations related to class size violations and posting
18 requirements but refused to apply the Master Contract to Ms. Payne’s assignment on the basis that
19 Ms. Payne is a LTS and, therefore, not subject to the Master Contract. The LCCTA argues that the
20
21

22 ¹⁵ See TRX at pg. 31 (Testimony of Melina Parker explaining that “interim educators” are treated
23 differently because they are not fully licensed or certified teachers).

24 ¹⁶ See TRX at pgs. 239:25, 240:1-4 (Testimony of Russell Klein concerning the facts underlying
the Grievance concerning Ms. Natalee Payne).

25 ¹⁷ See *id.*

26 ¹⁸ See *id.*

27 ¹⁹ See Joint Exhibit 16.

28 ²⁰ Joint Exhibit 17.

1 Response, not the April 2024 email, constitutes the first “unequivocal notice” that it received from
2 the District that “interim educators” were not part of the bargaining unit.²¹

3 Following its receipt of the Response, the LCCTA requested to take the Grievance to
4 mediation, and the parties engaged in mediation on January 10, 2025.²² The outcome of mediation
5 was that the parties scheduled two negotiation dates.²³ Accordingly, the record establishes that there
6 was no mediation outcome beyond an agreement to begin negotiations for the Master Contract in
7 February 2025.²⁴ While the record shows that the LCCTA dropped the Grievance, the record does
8 not support that the parties agreed to negotiate the inclusion of LTS employees into the Master
9 Contract, let alone add them into the contract.²⁵ Instead, the record shows that the LCCTA simply
10 assumed that LTS employees would be part of the bargaining discussion.²⁶

11 Following mediation, the parties engaged in collective bargaining for a successor agreement
12 to the Master Contract, which expired June 30, 2025.²⁷ At the first meeting, held on March 12,

13 ²¹ TRX at 19:22-25, 20:1-6.

14 ²² See Joint Exhibit 20 at JT0145; see also TRX at pg. 38:5-14 (Testimony of Melina Parker
15 regarding when mediation took place).

16 ²³ TRX at pg. 38:22-25, 39:1-16 (Testimony of Melina Parker, noting that the mediation outcome
17 was as follows: “We set two future negotiation dates: One for February and one for March to discuss
18 and negotiation point at that time.” Ms. Parker states that she believed that following mediation the
19 topic of interim educators would be discussed at the negotiation meetings.)

18 ²⁴ See *id.*

19 ²⁵ See *id.*; see also TRX at 155-56 (Testimony of Katie Vezina regarding the mediation outcome,
20 noting that the LCCTA had waived its grievance as noted in Mr. Klein’s January 22, 2025 email,
21 but she believed the parties would discuss LTS employees in negotiations); see also TRX at 263:6-
22 19 (Testimony of Russell Klein regarding his recollection of the mediation outcome, noting that
23 “the District never agreed to negotiate long-term subs”); see also Joint Exhibit 21 (email
24 documenting mediation outcome).

23 ²⁶ See TRX at pg. 155-156 (Testimony of Katie Vezina noting that while there is nothing written
24 to support her conclusion, she believed that the mediation outcome would include continued
25 discussions during negotiations concerning LTS employees, even though that was not part of the
26 mediation outcome expressed by Mr. Klein in his January 22, 2025 email); see also TRX at 38, 41
27 (Testimony of Melina Parker discussing her recollection of the mediation outcome was continued
28 negotiations for the Master Contract, and that it was her belief that she could bring up any issues
during negotiations, including the inclusion of LTS employees in the contract, and that the
mediation outcome was an agreement to continue discussions regarding LTS employees in
negotiations).

27 ²⁷ TRX at pg. 21:8-12 (Admission by the LCCTA that the first negotiation session was held on
28 March 12, 2025, and at that very first meeting the District firmly denied the LCCTA’s request to

1 2025, the LCCTA presented proposals related to the inclusion of a new classification of employee
2 developed by the LCCTA, “interim educators,” into the Master Contract.²⁸ At that meeting, the
3 District refused to open the topic for discussion.²⁹ The LCCTA acknowledged that it developed the
4 term “Interim Educator” in or around March 2025 to address its confusion regarding LTS
5 classification, confirming that the terminology had not been used or recognized by the District
6 previously, but was presented to the District by the LCCTA as part of a bargaining proposal.³⁰
7 Following the meeting, in its counter proposal memorandum issued on or about April 28, 2025, the
8 District reiterated its refusal to bargaining over the addition of LTS employees into the Master
9 Contract.³¹ Negotiations for the successor agreement were otherwise successful, and the parties’
10 successor agreement was ratified and approved in or around November 2025.³²

11 On July 21, 2025, the LCCTA filed this Appeal with the Board.³³

12 **B. Background Facts Concerning the Lack of Community of Interest between LTS**
13 **employees and Licensed Educators.**

14 The evidence before the Board establishes that LTS employees are hired to fill teaching
15 assignments on a temporary basis, always filling in for a licensed classroom teacher when a teacher
16 is or becomes unavailable to fill a role for a minimum of sixty days, and sometimes serving for a
17

18 _____
19 talk about adding “interim educators” to the Master Contract); TRX at pg. 30:22-23 (Testimony of
Melina Parking confirming negotiations started on March 12, 2025);

20 ²⁸ TRX at pg. 39-40 (Testimony of Melina Parker concerning the LCCTA’s proposal to add the
21 new “employee type” to the Master Contract, presenting a “job description, things like that” that
22 the LCCTA created and presented to the District during negotiations, and the District’s response
which was that the “interim educator” idea was a “non-starter” and the District would not discuss
the idea during negotiations).

23 ²⁹ *See id.*

24 ³⁰ TRX at pg. 176:2-18.

25 ³¹ *See* Joint Exhibit 22.

26 ³² *See* Joint Exhibit 1; *see also* TRX at 30-31 (Testimony of Melina Parker confirming ratification
27 and approval of the successor Master Contract).

28 ³³ *See* Appeal.

1 full semester or a full year, depending on the needs of the District.³⁴ Although these employees
2 may perform similar classroom duties as licensed teachers, work in a similar environment, and
3 share common work hours with licensed teachers, LTS employees differ in many material respects,
4 including, but not limited to, career trajectory, licensure status, evaluation procedures, tenure rights,
5 and the absence of contractual protections afforded to bargaining unit members.³⁵

6 The Master Contract negotiated between the District and LCCTA defines the bargaining
7 unit classifications, and those classifications do not include LTS employees.³⁶ The District
8 maintains that LTS employees have been excluded from the bargaining unit for years, are
9 temporary employees whose terms and conditions of employment are set by the District, and are
10 viewed and treated as a separate classification from certified/licensed teachers.³⁷

11 The record further shows that, while the District uses the teacher salary schedule as a
12 reference point for compensating certain non-unit employees, the District retains authority to
13 determine salary placement and compensation for such individuals and has not negotiated the salary
14 for LTS employees with the LCCTA.³⁸

16 ³⁴ See TRX at pg. 85: 9-11 (Testimony of Melina Parker, President of the LCCTA, agreeing that
17 LTS employees are hired to fill temporary vacancies); *see also* TRX at pgs. 200: 7-12; 203:11-24
18 (Testimony of Sondra Torgerson, noting that since at least 2006 LTS employees have been hired
19 on a temporary basis to fill the spot of a certified teacher when the role could not be filled or if the
20 teacher were out on leave); *see also* TRX at pg. 235:4-7 (Testimony of Russell Kelin,
21 Superintendent, noting that LTS employees are a temporary staffing solution aimed at filling a
22 staffing need).

23 ³⁵ See TRX at pgs. 235:8-25, 236 (Testimony of Russell Klein, Superintendent, noting that while
24 there is some overlap in duties between LTS employees and certified teachers, the job
25 classifications are fundamentally different, “They’re not the same as what a degreed licensed
26 teacher would be.”).

27 ³⁶ See Joint Exhibit 1 at ¶1.2 (JT0004).

28 ³⁷ See Joint Exhibit 13 at JT0103-04 (noting the District’s position that the Master Contract is
limited to a “bargaining unit comprised of licensed teachers, counselors, and school nurses.”); *see
also* Joint Exhibit 17 at JT0117-18; *see also* TRX at pg. 222-224 (explaining that licensed teachers
are career employees, while LTS employees are considered a temporary staffing solution and are
neither evaluated, not treated similarly to licensed teachers.); TRX at pg. 200:12-19 (Testimony of
Sondra Torgerson noting that she has never understood LTS employees as being part of the
LCCTA’s bargaining unit or contract.”)

³⁸ TRX at pg. 227:12-14; *see also* District Exhibit 1 (Policy 005.3.4).

1 While the LCCTA points to “Step 0” on its Salary Schedule of evidence that LTS employees
2 are included in its bargaining unit, the record does not support its contention. The District agrees
3 that “Step 0” appears on the LCCTA’s Master Contract’s Salary Schedule, the that record shows
4 that the step was added to the LCCTA’s bargaining unit salary schedule at the request of the
5 LCCTA to ensure that licensed teachers were paid more than LTS employees, and was added to
6 make sure it was clear that the District’s longstanding practice of paying LTS employees at the
7 same rate it paid first year licensed teachers would cease.³⁹ The record further establishes that the
8 LCCTA has never negotiated the actual amount of the Step 0 salary, and concedes that the District
9 set that compensation level unilaterally as a placeholder, establishing that LTS employees were not
10 paid the same as entry level licensed teachers.⁴⁰

11 Furthermore, the testimony presented at the hearing established that LTS employees are
12 offered contracts with compensation terms set unilaterally by the District, rather than negotiating
13 those terms through collective bargaining.⁴¹ In fact, the LCCTA’s witnesses never contradicted the
14 District’s position that it has never negotiated LTS pay and benefits with the LCCTA, and never
15 asserted that they ever actually negotiated pay or benefits for LTS employees.⁴² Notably, during
16 the hearing Ms. Melina Parker, the LCCTA President, stated she believed that she was negotiating
17 for LTS employees in connection with the current contract because they got the similar raises and
18 benefit increases to the certified staff.⁴³ However, this belief is unsupported by the fact that from

19 ³⁹ See TRX at pg. 226:6-25, 227:1-14 (Russell Klein, Superintendent, stating: “[The LCCTA]
20 wanted long-term subs not to be a lane one/step one . . . they wanted teachers to be paid more than
21 a long-term sub.”); see also TRX at pgs.56:10-25, 57:1-4 (Testimony of Melina Parker noting the
22 Association’s goals when step the Zero Step was added, and agreeing that a teacher would never
be placed on the Zero Step); TRX at 180:8-10 (Testimony of Katie Vezina conceding that the pay
and benefits attributable to LTS employees are set by the District).

23 ⁴⁰ *Id.*

24 ⁴¹ District Exhibit 1 (Policy 005.3.4); see also TRX at pg. 226-27, 257 (Testimony of Russell Klein
25 establishing that the Zero Step was used a reference, to distinguish the pay a LTS receives from the
26 pay a licensed teacher receives, and that the District set compensation for LTS employees without
negotiating the amount with the LCCTA); see also TRX at 180:8-10 (Testimony of Katie Vezina
conceding that the pay and benefits attributable to LTS employees are set by the District).

27 ⁴² TRX at 180:8-10 (Testimony of Katie Vezina conceding that the pay and benefits attributable
to LTS employees are set by the District).

28 ⁴³ See TRX at pg. 87-88.

1 the beginning of the contract negotiations, the District firmly held that it would not be negotiating
2 regarding the inclusion of LTS employees in the Master Contract.⁴⁴ As such, Ms. Parker’s
3 testimony underscores that the LCCTA’s belief that LTS employees are somehow included in its
4 bargaining unit is not only incorrect, it is based on a fundamentally flawed assumption that because
5 substitutes receive similar pay they must be included in the bargaining unit. This assumption is
6 flawed because it ignores the fact that the District policy authorizes the District to provide pay and
7 benefits to LTS employees at its discretion.

8 As such, regardless of whether the District provides LTS employees compensation and
9 benefits similar in some respects to bargaining unit members, the record reflects that the District
10 considers LTS employees to be temporary employees, and a wholly distinct classification from
11 licensed teachers.⁴⁵ Additionally, the record shows that the District’s worksites – it’s schools –
12 often have staff who are not part of the LCCTA bargaining unit working side by side during the
13 same school day.⁴⁶ However, licensed staff occupy a unique position at the District with distinct
14 career opportunities, evaluation requirements, rights to continued employment, continuing
15 education duties, and licensure requirements that are not shared by non-certified staff members,
16 including LTS employees. These unique elements of their occupations, set them apart as a distinct
17 and separate community of interest.

18 **III. ARGUMENT**

19 As an initial matter, the Board should dismiss this Appeal based on justiciability grounds.
20 There is simply no need to weigh the merits of whether a community of interest exists because the
21 Appeal is not properly before the Board because it is (1) the issue on Appeal, as presented by the

22
23 ⁴⁴ Joint Exhibit 22

24 ⁴⁵ TRX at pg. 200:7-12, 201-03: (Testimony of Sandra Torgerson noting the primary differences
25 between the two classifications and noting that LTS employees are “temporary teachers,” and that
26 “it’s much more difficult to become a certified teacher than a long-term sub.”); TRX at pg. 73, 75,
85:9-11, (Testimony of Melina Parker agreeing that LTS employees are hired to fill temporary
vacancies,” move between classrooms over the course of the year based on the needs of the
District/the building, and do not have the same rights to renewal as regular certified teachers).

27 ⁴⁶ TRX at pg. 182-83 (Testimony of Katie Vezina agreeing that LCCTA members regularly work
28 side by side with other members of other bargaining groups as well as unrepresented staff at shared
work sites during the same hours.)

1 LCCTA at the hearing – i.e. whether interim educators should be included in the bargaining unit,
2 is not ripe for the Board’s review; (2) the subject of the Appeal is moot because the Association no
3 longer seeks the inclusion of LTS employees in the LCCTA bargaining unit; (3) the Board lacks
4 the authority to establish the newly coined “Interim Educator” classification forwarded by the
5 LCCTA as a job classification at the District; and (4) to the extent the Appeal continues to challenge
6 the District’s unit determination concerning LTS employees, it is untimely.

7 While Nevada’s courts give the Board considerable deference in connection with its rulings,
8 the Board’s rulings are legally sound and supported by substantial evidence.⁴⁷ Although courts
9 simply ask whether a decision issued by the Board is reasonable based on the facts in the record,
10 legal questions are reviewed de novo and will not be upheld if there is a clear error of judgment.⁴⁸
11 In this situation, for the reasons set forth above, acting to do anything but dismiss the LCCTA’s
12 appeal would constitute clear legal error.

13 **1. An Appeal Concerning “Interim Educators” is Not Ripe for Review by the**
14 **Board.**

15 The LCCTA argues that the “Interim Educator” classification shares a community of
16 interest with licensed teachers and asks the Board to make a final decision concerning the District’s
17 unit determination. However, there is no unit determination for the Board to review.

18 First, the “Interim Educator” classification forwarded by the LCCTA as the subject of its
19 Appeal is purely an invention of the LCCTA and has no independent legal or contractual
20 significance at the District.⁴⁹ The record establishes that “Interim Educator” is not a classification
21 recognized in the Master Contract and is not a formal employee category under the District’s
22 personnel policies or structure.⁵⁰ As such, the classification does not exist, and as such there is no

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24 ⁴⁷ *Reno v. Reno Police Prot. Ass’n*, 118 Nev. 889, 900; 59 P.3d 1212, 1219-20 (2002).

25 ⁴⁸ *See id.* at 893-94.

26 ⁴⁹ TRX at pg. 39-40 (Testimony of Melina Parker concerning the LCCTA’s proposal to add the
27 new “employee type” to the Master Contract, presenting a “job description, things like that” that
the LCCTA created and presented to the District during negotiations).

28 ⁵⁰ *See* Joint Exhibit 1 at Article 1, Paragraph 1.2; *see also* District Exhibit 1 (Policy 005.3.4).

1 unit determination concerning the classification. Accordingly, the Appeal, as presented at the
2 Hearing on March 30, 2026, is unripe for Board review because there is no unit determination for
3 the Board to review, and as the subject classification has never been adopted by the District any
4 decision regarding that classification’s community of interest with the LCCTA bargaining unit
5 would be purely hypothetical.

6 In Nevada, a claim is ripe only if it presents an actual, existing justiciable controversy.
7 Courts assess ripeness by considering the hardship of withholding judicial review and the suitability
8 of the issues for presented for review.⁵¹ Ripeness requires an existing controversy, not merely the
9 prospect of a future problem.⁵² Accordingly, courts will not entertain purely hypothetical
10 controversies.

11 Accordingly, the LCCTA’s narrowing of its Appeal - midstream without authorization of
12 the Board - to only apply to “Interim Educators” does not resolve the unit issue; it obscures it.
13 While the District agrees it made a unit determination concerning substitute teachers, including
14 LTS employees – excluding them from the LCCTA bargaining unit, the District has never
15 recognized “Interim Educators” as a classification, or made a unit determination concerning the
16 appropriate bargaining unit for the classification.

17 An appeal of a unit determination, brought pursuant to NRS 288.170, necessarily requires
18 that an employer have made a unit determination regarding the classification(s) at issue in the
19 appeal. Here, the LCCTA points to the District’s Response to its Grievance, as unequivocal notice
20 of the District’s unit determination.⁵³ However, this argument fails as a matter of law because the
21 Response only concerns LTS employees, noting that they are not included in the bargaining unit.⁵⁴
22 Importantly, the Response does not, and necessarily could not, discuss a bargaining unit

23 ⁵¹ *Stagg v. Legislature of State*, 125 Nev. 1080, 281 P.3d 1221 (2009)(unreported)(relying on
24 *Matter of T.R.*, 119 Nev. 646, 651, 80 P.3d 1276, 1279 (2003).)

25 ⁵² *Election Integrity Project of Nev., LLC v. Eighth Judicial Dist. Court of State*, 473 P.3d 1021
26 *2 (2020)(unreported)(quoting *Resnick v. Nevada Gaming Commission*, 104 Nev. 60, 65-66, 752
P.2d 229, 232 (1988).)

27 ⁵³ TRX at 19:22-25, 20:1-6.

28 ⁵⁴ See Joint Exhibit 18.

1 determination concerning the “Interim Educator” classification – a classification the LCCTA’s
2 presents to the Board here, because the LCCTA did not forward the proposed new employee
3 classification to the District until March 12, 2025 – more than six months after the Response was
4 issued. As such, even if the Response could be called a unit determination, which the District
5 strongly contests, the Response necessarily cannot relate to the “Interim Educator” classification as
6 the classification did not exist at the District, and it had no knowledge of the LCCTA’s intent to
7 create the classification, at the time the Response issued.

8 To date the District has never issued a unit determination concerning “Interim Educators”
9 because the classification does not exist. As such, the Appeal, to the extent it only concerns “Interim
10 Educators” is not ripe for Board review because no unit decision concerning “Interim Educators”
11 has ever been issued by the District.

12 **2. The Appeal Is Moot Because LCCTA Concedes the Absence of a Common**
13 **Community of Interest Among LTS employees**

14 The Association’s appeal is premised on the assertion that LTS employees, as a
15 classification, share a community of interest with bargaining unit members sufficient to justify
16 inclusion in the bargaining unit.⁵⁵ It asks the Board to include *all* LTS employees in the LCCTA
17 bargaining unit.⁵⁶ However, in its Pre-Hearing Statement, and at the hearing, LCCTA abandoned
18 its original position, narrowing its appeal of the alleged unit determination to a self-defined subset
19 of substitute teachers—“Interim Educators”—arguing that only this subgroup shares a community
20 of interest with licensed educators.⁵⁷

21 This shift is dispositive. By limiting its argument to the self-identified subset of LTS
22 employees, LCCTA implicitly concedes that LTS employees as a class of employees are not
23 uniformly situated and do not share a common community of interest with Licensed Educators. By
24 no longer seeking inclusion of the full classification, as originally identified in its Appeal, and

25 _____
26 ⁵⁵ See Appeal.

27 ⁵⁶ See *id.* at pg. 8, XXX.

28 ⁵⁷ See Appellant’s Pre-Hearing Statement at pg. 1 (A)(1) (Statement of Issue).

1 instead advancing a different, narrower theory concerning *only* “Interim Educators” the controversy
2 presented in the Appeal has fundamentally chance, so that the original dispute is no longer before
3 the Board. As a result, the Appeal, as filed, is moot and must be dismissed.

4 Nevada law confirms this conclusion. A case that “seeks to determine an abstract question
5 which does not rest upon existing facts or rights” is considered moot.⁵⁸ “Cases presenting real
6 controversies at the time of their institution may become moot by the happening of subsequent
7 events.”⁵⁹ As such, even a case that was initially justiciable becomes moot when subsequent events
8 eliminate the underlying dispute.⁶⁰

9 Here, even if a live controversy once existed regarding whether LTS employees should be
10 included in the bargaining unit, LCCTA’s subsequent narrowing of its claim has extinguished that
11 dispute. The LCCTA has fundamentally changed the nature of the dispute, now asking the Board
12 to decide a different question—whether a subset of employees it labels “Interim Educators” should
13 be included in the bargaining unit.⁶¹ This recharacterized claim fails first because the “Interim
14 Educator” classification does not exist. The record establishes that the District does not hire,
15 classify, or otherwise employ individuals under that designation, and LCCTA’s own witnesses
16 confirmed that the term was introduced by the Association during negotiations in March 2025 and
17 is not reflected in any policy or contractual provision.⁶² Accordingly, LCCTA’s current position
18 asks the Board to decide a hypothetical dispute about a classification that has never been recognized
19 by the District. At the same time, the unit abandons the only concrete dispute presented in the
20 Appeal—whether all LTS employees should be included in the bargaining unit.

21 Because the original controversy has been abandoned and the remaining issue is
22 hypothetical, the Appeal is moot and must be dismissed.

23 ⁵⁸ *Bisch v. Las Vegas Metro Police Dep’t*, 129 Nev. 328, 334, 302 P.3d 1108, 1113 (2013)
24 (relying on *NCAA v. Univ. of Nev.*, 97 Nev. 56, 58, 624 P.2d 10, 11 (1981)).

25 ⁵⁹ *Id.*

26 ⁶⁰ *Id.*

27 ⁶¹ *See id.*

28 ⁶² District Exhibit 1 (Policy 005.3.4); TRX at 85, 137, 176.

1 **3. The Appeal Improperly Seeks to Interfere with Management Rights.**

2 **A. The Board Lacks Authority to Grant the Relief Sought.**

3 The Board lacks authority to grant the relief LCCTA seeks. LCCTA’s appeal, as presented
4 at the hearing and in its Pre-Hearing Statement, does not ask the Board to review a unit
5 determination; it is asking the Board to require the District to create a new classification, and then
6 determine that that new classification should be included in the LCCTA bargaining unit.
7 Specifically, LCCTA seeks to have the Board order the District to subdivide its existing substitute
8 teacher classification and recognize a new subclass—“Interim Educators”—based on criteria
9 developed by the LCCTA.

10 That request exceeds the Board’s role and authority. NRS 288.150(3) authorizes employers
11 to establish determine the manner in which it organizes its workforce and provides services to the
12 community, a core management right. This management right necessarily includes the authority to
13 create and define job classifications. While the Legislature authorized the Board to evaluate
14 bargaining units based on existing employer classifications pursuant to NRS 288.170, neither NRS
15 Chapter 288 nor Nevada case law interpreting the Chapter, authorize the Board to unilaterally create
16 new classifications at the request of an employee organization. The Board’s authority is limited to
17 reviewing unit determinations based on classifications the employer has actually established—not
18 to directing the employer to create new ones. There is simply no basis in statute or common law
19 which would authorize the Board to act as the LCCTA requests.

20 LCCTA’s position would invert that framework. It would allow an employee organization
21 to define a new category, then compel the employer to adopt it by seeking Board review. That is
22 precisely what LCCTA attempts here. By advancing a self-created, undefined subclass and asking
23 the Board to treat it as a recognized classification, LCCTA seeks to circumvent the District’s
24 management rights concerning establishing job classification and use this appeal to impose a new
25 structure that the District has never adopted.

26 Because the Board cannot order the District to create or recognize a classification that does
27 not exist, the appeal fails as a matter of law and must be dismissed.
28

1 **B. The Classification Requested by the Association is Unworkable.**

2 The LCCTA’s “Interim Educator” concept is not a real employment classification. Instead,
3 it is a label that can only be applied retroactively once a LTS reaches a certain threshold of
4 employment with the District – i.e. once they have been employed for more than half the school
5 year. As such, employees are not hired into “Interim Educator” roles. Instead, they would become
6 eligible for application of the classification based on how events unfold during the course of their
7 employment.

8 Under LCCTA’s own framework, an employee cannot be identified as an “Interim
9 Educator” at the time of hire or assignment, because were the need for their position to end before
10 the start of the second semester, they could not be considered Interim Educators. Similarly, LTS
11 employees hired to fill a second semester role, would also be excluded from the definition
12 regardless of their actual classroom duties. Instead, the designation arises only after the fact, based
13 on the duration and sequencing of assignments over the course of a contract year. This leads to
14 arbitrary and inconsistent outcomes. For example, Substitute A—who works one semester in
15 Classroom A filling in for an employee on medical and the second semester in Classroom B, filling
16 for an employee on sabbatical—would qualify as an “interim educator,” at the start of the second
17 semester. While Substitute B—hired under identical circumstances to fill two expected temporary
18 vacancies would not qualify as an “interim educator,” should one of the Licensed Educators the
19 individual was hired to cover for chose not to take leave or came back early, a situation that is not
20 uncommon, that scenario would necessitate a shortening of Substitute B’s contract, and would
21 render Substitute B a regular LTS, not an “Interim Educator” —despite having the same
22 qualifications, duties, and initial employment terms as Substitute A.

23 Classifying an employee retroactively, contingent on a host of conditions being met, is not
24 merely imprecise—it is operationally unworkable. It is unworkable because it requires the District
25 to determine bargaining unit status only after employment has unfolded, rather than at the point of
26 hire where unit determinations must be made. The practical consequences are significant:

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- 1 • Neither employees nor the District would be able to accurately state which
- 2 employees were in the bargaining unit and which were not, until almost halfway
- 3 through the year;
- 4 • Bargaining obligations would fluctuate mid-year based on evolving staffing needs;
- 5 • Employees would necessarily be continually moving in and out of the unit
- 6 depending on assignment length or reassignment; and
- 7 • Contractual rights, benefits, and representation would become uncertain, delayed,
- 8 and inconsistently applied.

9 Such a fluid and hindsight driven classification is incompatible with the statutory requirement that
10 bargaining units be composed of identifiable groups of employees with a stable community of
11 interest. A unit definition cannot depend on hindsight. On this basis the Board should deny the
12 appeal because as prescribed by the District, the classification would result in inequitable outcomes
13 for similarly situated individuals.

14 **4. The Board Lacks Jurisdiction Because the Appeal Not Timely.**

15 **A. The Appeal is Untimely Because the Unit Determination is Decades Old.**

16 The Board lacks jurisdiction because this appeal is not based on a qualifying “unit
17 determination” under NRS 288.170. Concerning the original subject of the Appeal, LTS employees,
18 the District’s position is not merely that LTS employees have not been included in practice. Rather,
19 the District’s position is that LTS employees were excluded from the bargaining unit when it was
20 defined under NRS 288.170 decades ago, and no subsequent determination has altered that
21 exclusion.

22 Under NRS 288.170, bargaining units are defined by classification. Here, the evidence
23 shows the unit has consistently been limited to licensed, career-track positions—such as teachers,
24 counselors, and nurses—and later expanded only to similarly licensed classifications.⁶³ The
25 Appeal itself confirms this structure. It defines the unit as employees “licensed by the Nevada
26 Department of Education” and then seeks to add LTS employees—demonstrating they were not

27 _____
28 ⁶³ See *supra*, n. 1; see also Joint Exhibits 13, 17, 18.

1 previously included.⁶⁴ At the time the unit was established, LTS employees already existed as a
2 classification. Their exclusion was therefore deliberate, not inadvertent. As such, per NRS
3 288.110(4), the LCCTA had six (6) months to challenge the unit determination. If the unit did
4 challenge the determination, that challenge was unsuccessful, and the exclusion of LTS employees
5 from the bargaining unit has continued since that date.

6 Notably, LCCTA has failed to identify any point in time where LTS employees were
7 affirmatively added to the unit, and it cites no contract provision, policy, or formal action
8 recognizing them as included. Instead, it relies on the September 26th Response as notice of a new
9 unit determination, triggering the LCCTA's appeal rights under NRS 288.170. However, the
10 Response does not make a new unit determination; it simply reiterates the District's longstanding
11 position that LTS employees are not included.⁶⁵ A restatement of an existing determination does
12 not create a new appealable event under NRS 288.170. Otherwise, a party could manufacture
13 jurisdiction by eliciting confirmation of a settled unit determination, nullifying the statutory
14 limitations period at any time. The record also confirms that no unit determination occurred in
15 March 2025.⁶⁶ LCCTA's own President testified that the District's position was simply a refusal to
16 negotiate inclusion—not a formal unit determination.⁶⁷

17 To combat this argument, the LCCTA argues that its members believed LTS employees
18 were part of the bargaining unit until it received the Response. However, those beliefs were based
19 on assumptions—not any contractual provision or formal employer action. Neither Ms. Parker, nor
20 Ms. Vezina point to any affirmative conduct from the District which led them to believe that the
21 District considered LTS employees part of the bargaining unit. In fact, they only point to the District
22 not interfering with LCCTA events and actions, as evidence supporting their belief. However, this
23 failure to interfere with LCCTA unit functions is simply the District exhibiting compliance with

24 ⁶⁴ Appeal of Unit Determination, pp. 1–2, ¶ IV; pp. 7–8, ¶¶ XXVIII–XXX.

25 ⁶⁵ Joint Exhibit 17.

26 ⁶⁶ TRX at pg. 39-40 (Testimony of Melina Parker regarding what happened during negotiation on
27 March 12, 2025); *see also* TRX at 176 (Testimony of Katie Vezina noting that the District refused
the LCCTA's proposal concerning Interim Educators.)

28 ⁶⁷ *See id.*

1 NRS 288.140, an affirmative decision not to interfere with unit rights, and cannot be viewed as a
2 unit decision. Furthermore, both Ms. Parker and Ms. Vezina acknowledged that by October 1, 2024
3 they fully understood that the District did not consider LTS employees part of the unit, and Vezina
4 testified the position came as a surprise.⁶⁸ When confronted with the fact that the District did not
5 consider LTS employees as part of the bargaining unit, it sought to negotiate their inclusion—
6 conduct consistent with the understanding they were not already part of the unit.⁶⁹ A mistake of
7 fact regarding the inclusion of LTS employees in the bargaining unit is not a basis for granting an
8 untimely appeal. For these reasons, the Board lacks jurisdiction, and the appeal must be dismissed
9 because the only unit determination that occurred happened well before 2024.

10 **B. The Board Lacks Jurisdiction Because the Appeal Is Untimely.**

11 As noted above, on September 26, 2024, the District in no uncertain terms informed the
12 LCCTA of its position that LTS employees were not considered part of the LCCTA bargaining unit
13 no later than September 26, 2024, when the District issued the Response expressly stating that LTS
14 employees are not members of the bargaining unit. The LCCTA agrees this constituted unequivocal
15 notice of the District’s position.

16 While the District firmly argues that the Response did not constitute a unit determination
17 for the purpose of NRS 288.170, were the Board to disagree, it would still lack jurisdiction over
18 the LCCTA’s appeal because the appeal was not filed within the limitations period established by
19 NRS 288.110(4). As noted above, NRS 288.110(4) imposes a six-month limitations period,
20 providing that the Board may not consider an appeal filed more than six months after the occurrence
21 giving rise to the claim. This limitation is jurisdictional and cannot be extended or revived by
22 subsequent events or ongoing discussions between the parties.

23 The Supreme Court of Nevada has long held that “the purpose of statutory time limitations
24 for judicial review is to prevent stale issues from being raised against a party.”⁷⁰ However, Nevada’s

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26 ⁶⁸ See TRX at 120:11-15 (Testimony of Melina Parker that as of October 1, 2024, she understood
that the District did not consider LTS employees to be in the bargaining unit).

27 ⁶⁹ See TRX at pg. 120-121.

28 ⁷⁰ *Seino v. Employers Ins. Co. of Nev.*, 121 Nev. 146, 152, 111 P.3d 1107, 1112 (Nev. 2005).

1 courts allow for equitable tolling of a limitation period where prejudice to the defendant is absent,
2 and the interest of justice require tolling.⁷¹ The court find tolling is appropriate where the following
3 factors are found:

4 the diligence of the claimant; the claimant's knowledge of the relevant facts;
5 the claimant's reliance on authoritative statements by the administrative
6 agency that misled the claimant about the nature of the claimant's rights;
7 any deception or false assurances on the part of the employer against whom
8 the claim is made; the prejudice to the employer that would actually result
9 from delay during the time that the limitations period is tolled; and any other
10 equitable considerations appropriate in the particular case.⁷²

11 As of September 26, 2024, the LCCTA concedes it was fully aware of the District's position
12 concerning the exclusion of LTS employees from the LCCTA bargaining unit, the subject of the
13 Appeal. However, although represented by counsel at all material times, the LCCTA did not file an
14 appeal with the Board within six (6) months, instead, waiting nearly ten (10) months to file. The
15 LCCTA argues that it attempted to pursue mediation and continued discussions with the District in
16 hopes of having the District agree to add LTS employees to the Master Contract, rather than file an
17 appeal. This bargaining conduct does create a basis for either tolling or restarting the statutory
18 deadline.

19 Furthermore, as Ms. Parker and Ms. Vezina agree, the bargaining conduct at issue
20 concerned their request to create a new classification – “Interim Educators,” and did not seek the
21 inclusion of *all* LTS employees in the bargaining unit, and did not constitute a new unit
22 determination pursuant to NRS 288.170. As such, the Appeal does not even mirror the bargaining
23 conduct which the LCCTA alleges triggered the tolling of its Appeal. Accordingly, once the
24 District communicated its position, the limitations period began to run, and LCCTA was required
25 to act within six months if it wished to challenge the District's determination. Its failure to do so is
26 dispositive. The fact that the LCCTA was trying to negotiate a subset of the LTS employees

27 ⁷¹ *See id.*

28 ⁷² *Id.*

1 classification into the bargaining unit as late as March 12, 2025, does not create a reasonable basis
2 for tolling of the appeal period.

3 The LCCTA cannot avoid this jurisdictional bar by attempting to characterize later events—
4 such as negotiations or alleged mediation outcomes - as new triggering actions. The statute is clear:
5 the limitations period runs from the occurrence of the challenged action, not from a party's later
6 dissatisfaction with that enforcement of a unit determination during negotiations, or an entity's
7 refusal to change a long-standing unit determination. Furthermore, the LCCTA points to no conduct
8 on the part of the District which could reasonable have made them believe that the District would
9 issue a new unit decision for all LTS employees, or otherwise made them uncertain of the relevant
10 facts which would trigger their right to appeal.

11 Because LCCTA did not file its appeal within six months of receiving unequivocal notice
12 of the District's position regarding the make-up of the bargaining unit, there is no basis for tolling
13 the LCCTA's deadline to appeal, and the Board lacks jurisdiction under NRS 288.110(4) to hear
14 this appeal. On this basis the District respectfully requests that the Appeal be dismissed.

15 The record is clear—and, critically, undisputed—that LCCTA had actual notice of the
16 District's position regarding bargaining unit scope no later than late September or early October

17 **i. Mediation and Subsequent Discussions Did Not Toll or Revive the Claim**

18 LCCTA attempts to avoid the statute of limitations by pointing to mediation or subsequent
19 discussions in March 2025 as a basis for tolling. The record establishes that mediation did not result
20 in any agreement where the parties agreed to add LTS employees into the LCCTA bargaining unit,
21 a tolling arrangement, or a new unit determination. The best documentary evidence comes from
22 LCCTA itself. In a January 15, 2025 email, Ms. Vezina confirmed that mediation did not resolve
23 the issue, stating: "No mutually agreeable solution was reached."⁷³ That statement directly
24 contradicts any suggestion from the LCCTA that mediation produced an agreement that impacted
25 the running of the statute of limitations on its time to appeal the alleged unit determination arising
26 out of the Response.

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28 ⁷³ See TRX at pg. 175; see also Joint Exhibit 21 (JT0148-49).

1 Here, there is no basis for the Board to find equitable tolling applies to the Appeal’s
2 deadline. The LCCTA, by its own admission, knew unequivocally by September 26, 2024, that the
3 District did not consider LTS employees part of the LCCTA bargaining unit.⁷⁴ Although
4 represented, and understanding the District’s position, the LCCTA took no action to challenge the
5 District’s position for nearly ten (10) months. Although the LCCTA attempts to argue that equitable
6 tolling should apply to its appeal deadline because they believed that the District would negotiate
7 regarding the inclusion of LTS employees in the contract, this belief was clearly unreasonable as
8 the writing between the parties in January 2025 – following mediation, contain no agreement to
9 negotiate the inclusion of LTS employees in the Master Contract, or otherwise add them to the
10 bargaining unit.⁷⁵ Furthermore, the testimony from Ms. Parker and Ms. Vezina only suggest that
11 the parties agreed to “continue discussions” or address the issue during negotiations.⁷⁶

12 Even if the Board credits that testimony, it does not support tolling. At most, it shows that
13 the parties expected further discussions—not that they reached any binding agreement, not that the
14 District issued a new determination, and certainly not that the statutory clock was paused. As a
15 matter of law and fact, even if the Association subjectively believed that the District would continue
16 discussing the issue of LTS inclusion in the Master Contract, their subjective belief – which is
17 wholly unsupported by any affirmative agreement from the District – cannot toll NRS 288.110(4)
18 because their reliance on their assumptions / subjective beliefs is unreasonable in light of the facts
19 and circumstances surrounding the District’s position. Specifically, there was no agreement entered
20 between the parties that would lead either party to believe that the District had agreed to change its
21 position that LTS employees were not included in the bargaining unit.

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24 ⁷⁴ TRX at pg. 20.

25 ⁷⁵ See Joint Exhibit 22; see also TRX at pg. 12: 23-25.

26 ⁷⁶ See TRX at pg. 39–40 (Testimony of Melina Parker regarding the agreement to discuss the issue
27 during negotiations.); see also TRX at pg. 156-57 (Testimony of Katie Vezina noting that the
28 District never formally agreed to negotiation the inclusion of LTS employees into the Master
Contract, and refused to negotiate the topic of inclusion of LTS employees in the contract).

1 **ii. The March 12, 2025 Refusal to Negotiate the Issue Did Not Restart the**
2 **Limitations Period**

3 LCCTA’s assertion that the District’s March 12, 2025 refusal to negotiate created a new
4 trigger likewise fails. The record shows that LCCTA characterizes March 12 as the point when the
5 District took a “hard no” position during negotiations.⁷⁷ But that characterization ignores the
6 undisputed timeline: the District had already taken—and clearly communicated—that same
7 position months earlier, in its September 26th Response. Because the position taken by the District
8 in March 2025 simply a reiterated its existing stance that LTS employees are not part of the
9 bargaining unit, the conduct did not create a new determination, alter the bargaining unit, or
10 otherwise provide any new information to LCCTA.

11 A party cannot restart the statute of limitations by re-presenting or reaffirming an existing
12 position. If it could, the limitations period would have no practical effect, as any party could revive
13 an expired claim by re-raising the same issue during negotiations.

14 **5. LCCTA Failed to Prove a Community of Interest**

15 Even if the Board finds jurisdiction, the Association has not carried its burden to show that
16 LTS employees share a sufficient community of interest with licensed bargaining unit members.
17 First, as noted above, the LCCTA seemingly concedes that all LTS employees do not share a
18 community of interest, and instead attempts to pivot the basis of its appeal to only review the
19 community of interest factors for those LTS employees the LCCTA categorizes as “Interim
20 Educators.” This admission establishes that as a classification, there is no community of interest
21 between *all* LTS employees and Licensed Educators. As such LCCTA’s appeal, which requests the
22 inclusion of *all* LTS employees fails, and the appeal should be dismissed. Notably, Ms. Parker
23 conceded that the District has not adopted “Interim Educator” as an official classification.

24 Even if the Board were to allow the LCCTA unauthorized attempt to amend the Appeal to
25 only apply to those staff members they categorize as “Interim Educators,” there is no community
26 of interest. While there is undeniable overlap in day-to-day work, between “Interim Educators” and

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28 ⁷⁷ See TRX at pgs. 22, 41, 157.

1 “Licensed Educators,” the legally material factors—licensure, evaluation, tenure, career status, and
2 the District’s operational needs—strongly weigh against the inclusion of “Interim Educators” in
3 the bargaining unit.⁷⁸ This overlap is not legally determinative. As the testimony makes clear, the
4 existence of similar day-to-day duties does not eliminate the structural and legal differences
5 between the groups.⁷⁹ The relevant inquiry is not whether work appears similar in practice, but
6 whether the employees share a sufficiently aligned set of employment conditions and interests to
7 warrant inclusion in the same bargaining unit.

8 **A. Licensure, Evaluation, Tenure, and Career Path Distinctions Are Dispositive.**

9 The most important distinctions in the record concern licensure, employment structure, and
10 long-term career expectations. Mrs. Torgeson testified that becoming a certified teacher requires
11 significantly more education, licensure, and pedagogical training than becoming a LTS, a sentiment
12 that the LCCTA begrudgingly agreed with.⁸⁰ She further explained that LTS employees are not
13 subject to the same evaluation systems, do not undergo the same probationary periods, and are not
14 treated as career employees.⁸¹ Klein provided consistent testimony, emphasizing that licensed
15 teachers are career employees subject to Nevada’s formal evaluation framework, while LTS
16 employees are temporary, year-to-year staffing solutions and are not evaluated under “NEPF.”⁸²
17 These distinctions are central to the community-of-interest analysis. Differences in licensure
18 requirements, accountability structures, and employment permanence reflect fundamentally
19 different employment relationships. The record shows these differences are not incidental—they
20 define the roles.

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24 ⁷⁸ See TRX at pgs. 214, 225.

25 ⁷⁹ See TRX at pgs. 225, 236.

26 ⁸⁰ See TRX at pg. 202.

27 ⁸¹ See TRX at pgs. 203–204.

28 ⁸² See TRX at pgs. 222–224.

1 **B. The District Has a Legitimate Operational Need for a Temporary, Flexible**
2 **Classification.**

3 The record also establishes that LTS employees serve a distinct operational purpose.
4 Torgeson testified that maintaining a separate classification is necessary for administrative
5 flexibility and that including LTS employees in the same bargaining agreement as licensed teachers
6 would create significant complications, including the need to apply different rules within a single
7 contract.⁸³ Both Torgeson and Klein explained that the District uses LTS employees to address
8 staffing shortages, fill temporary vacancies, and maintain classroom continuity until licensed
9 teachers can be recruited.⁸⁴ This testimony supports a critical point: LTS employees are not a stable,
10 peer professional group comparable to licensed educators. They are a temporary staffing tool, used
11 to respond to labor-market constraints—particularly in a rural district.⁸⁵

12 **C. Step-Zero Evidence Shows Acknowledged Distinctions**

13 LCCTA also relies on the existence of “Step 0” within the certified salary schedule to argue
14 that LTS employees are part of the bargaining unit. The record does not support that inference.
15 While Step 0 appears on the salary schedule appended to the Master Contract, the evidence
16 establishes that the amount associated with Step 0 was not negotiated by LCCTA, but rather was
17 set by the District as part of its own compensation structure for non-unit employees.⁸⁶

18 LTS employees were offered contracts with set compensation terms, rather than receiving
19 those terms through collective bargaining.⁸⁷ The testimony further demonstrates that Step 0 was
20 created precisely to distinguish LTS employees from licensed teachers. As Superintendent Klein
21 explained, Step 0 existed because “the union wanted to make sure that teachers were paid more
22 than long-term subs.”⁸⁸ Thus, Step 0 reflects a deliberate differentiation, not evidence of inclusion.

23 ⁸³ See TRX at pg. 207.

24 ⁸⁴ See TRX at pgs. 200, 208, 220–221.

25 ⁸⁵ See TRX at pgs. 209, 223.

26 ⁸⁶ See *supra*, n. 39, 41.

27 ⁸⁷ TRX at pg. 129, 160; *see also* Joint Exhibits 14, 16.

28 ⁸⁸ See TRX at pg. 227.

1 At most, the use of the salary schedule shows that the District used an existing framework
2 as a compensation rubric for administrative convenience. As Klein testified, the District historically
3 referenced the schedule without treating LTS employees as bargaining unit members.⁸⁹ Similarly,
4 the parties agree that LTS employees and Licensed Educators receive similar benefits, however, a
5 shared level of benefits cannot change the conclusion that the District did not negotiate benefits for
6 LTS employees with the LCCTA. Furthermore, the fact that some LTS employees receive PERS
7 is inconsequential because eligibility for participation in Nevada PERS turns on statutory criteria
8 like hours worked—not bargaining unit status, and again, the LCCTA never argues that it ever
9 negotiated PERS benefits on behalf of the LTS classification.⁹⁰

10 Accordingly, the Step 0 evidence does not demonstrate a community of interest or inclusion
11 in the unit. It confirms the opposite: LTS employees were treated as a separate category whose
12 compensation was controlled by the District, not negotiated through the Association.

13 **D. The Compensation Similarities Here Do Not Establish a Community of Interest.**

14 LCCTA presented substantial evidence that LTS employees receive compensation and
15 benefits similar to licensed staff, including placement on the salary schedule, PERS contributions,
16 and similar work hours.⁹¹

17 As noted above, the District does not dispute that LTS employees are placed on a Zero step
18 on the salary schedule, or that they receive similar benefits along with PERS while working at the
19 District. However, the record shows that these similarities arise from unilateral administrative
20 choices, not collective bargaining inclusion. Klein testified that the District used the certified salary
21 schedule as a rubric for paying LTS employees, historically placing them at step/column positions
22 and later Step 0, without treating them as bargaining unit employees.⁹² He also explained that LTS

23 ⁸⁹ See *supra*, n. 39, 41.

24 ⁹⁰ See District Exhibit 1; see also TRX at pg. 180:8-10.

25 ⁹¹ See TRX at pg. 37, 48, 129, 160, 166, see also District Exhibit 1 and TRX at pg. 179-80
26 (Testimony of Katie Vezina agreeing that the District’s policy concerning LTS pay and benefits
27 are entitled to participate in PERS.)

28 ⁹² TRX at pgs. 226, 257; see also District Exhibit 1 (displaying the District’s unilaterally established
policy to pay LTS employees like Licensed Educators).

1 employees do not move steps or columns while working at the District. Instead, they are simply
2 placed at Step 0 and paid accordingly, regardless of how many years of past experience they may
3 have. Furthermore, he also explained that PERS eligibility depends on hours worked—not
4 bargaining unit status, a rule established by statute – not the District.⁹³

5 Accordingly, the overlap in compensation systems noted by the LCCTA does not establish
6 a community of interest. It reflects practical alignment for payroll and benefits purposes, not
7 equivalence in employment status or bargaining rights. Furthermore, the Zero Step shows that LTS
8 employees are not paid like teachers, who move steps and columns as their experience grows.
9 Instead, LTS employees remain at the Zero Step, highlighting the distinct lack of growth available
10 in the position, and underscoring the temporary nature of the role.

11 **E. The Record Confirms LTS employees Are a Temporary Staffing Solution.**

12 Klein’s testimony on staffing realities further supports the District’s position that there is
13 no community of interest. He described ongoing teacher shortages, difficulty recruiting due to the
14 extremely rural location of the District, and the District’s effective efforts to reduce reliance on
15 LTS employees by increasing certified staffing.⁹⁴

16 LCCTA relied on staffing numbers to argue that a significant share of teaching work is
17 performed by LTS employees.⁹⁵ But that fact cuts the other way: it reflects labor-market necessity,
18 not a shared professional identity.⁹⁶ Furthermore, as the record show’s, the District’s reliance on
19 LTS employees is temporary and reactive, not structural, and by the next school year the District
20 expects the number of LTS to drop again, this time to three (3) positions.⁹⁷

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24 ⁹³ TRX at pg. 242.

25 ⁹⁴ See TRX at pgs. 228–231.

26 ⁹⁵ TRX at pgs. 24, 168–169.

27 ⁹⁶ TRX at pg. 229-232; see also District Exhibit 6.

28 ⁹⁷ See *id.* at 232:21-24.

1 **F. Shared Work Hours, Locations, and Duties Do Not Establish a Community of**
2 **Interest—and Confirm Why Separate Units Are Required.**

3 LCCTA relies heavily on the fact that LTS employees work the same hours, operate in the
4 same schools, and interact with the same students as licensed teachers. While the District does not
5 dispute those facts, they are not meaningful indicators of a shared community of interest. Those
6 same characteristics are common across nearly all school employees. Paraprofessionals, aides,
7 specialists, custodial staff, administrators, and coaches all work in the same buildings, operate on
8 similar schedules, and contribute to the education of students.⁹⁸ No one contends that all of these
9 staff members, who all work closely together, belong in a single bargaining unit. The reason is
10 straightforward: shared workspace and general interaction are features of the school environment—
11 not indicators of a common employment relationship.

12 This is not accidental. It reflects a deliberate policy choice by the Nevada Legislature. NRS
13 Chapter 391 draws a clear and meaningful distinction between licensed professionally licensed
14 educators—teachers, counselors, nurses, psychologists, social workers, and speech-language
15 pathologists—and non-licensed or differently situated school employees. That statutory framework
16 governs licensure, qualifications, evaluation systems, discipline, and career advancement for
17 licensed staff, while other employees are governed under separate statutory and employment
18 regimes. That legislative separation exists because these groups are fundamentally different.
19 Licensed educators are career professionals subject to rigorous credentialing requirements, formal
20 evaluation systems, statutory protections, and long-term career expectations. By contrast, other
21 school personnel—including LTS employees—occupy roles that are temporary, flexible, or
22 operational in nature, and are not subject to the same regulatory structure.

23 Because the Legislature has drawn that line, it necessarily follows that those differences
24 must be reflected in collective bargaining units and contracts. A single wall-to-wall bargaining unit
25 cannot effectively or even realistically accommodate employees who are governed by entirely
26 different statutory schemes, subject to different licensure requirements, and entitled to different
27 rights and protections in the context of evaluation, discipline, corrective action, reductions in force,

28 ⁹⁸ See TRX at pgs. 159, 166.

1 and probation. Attempting to do so would create unavoidable conflicts, and unnecessary confusion
2 including:

- 3 • Incompatible evaluation systems (e.g., NEPF for licensed teachers vs. no equivalent
4 system for substitutes),
- 5 • Conflicting tenure, probationary, and job security frameworks,
- 6 • Differing qualification and credentialing requirements, and
- 7 • Fundamentally different expectations regarding permanence, advancement, and
8 professional responsibility.

9 The record demonstrates these differences. Licensed teachers are career employees subject
10 to formal evaluation and statutory protections, while LTS employees are temporary, year-to-year
11 staffing solutions who are not evaluated under the same framework and do not share the same career
12 trajectory, and often do not even remain in the same classroom for the full term of their contract,
13 let alone the full semester.⁹⁹ In this context, LCCTA’s reliance on shared classroom duties and
14 schedules is misplaced. If those superficial similarities were sufficient, the logical result would be
15 a single, “wall-to-wall” unit encompassing all school staff. But such a result would be inconsistent
16 with legislative intent and operationally unworkable. Schools are designed as collaborative
17 environments with multiple distinct roles working together, not as a single, interchangeable
18 workforce.

19 Ultimately, the question is not whether employees work alongside one another, but whether
20 they share a sufficiently aligned legal and professional employment structure. Nevada law, the
21 District’s policies, and the record all confirm that licensed educators and LTS employees do not.
22 The statutory separation of these roles underscores why they must remain separate for purposes of
23 collective bargaining.

24 **IV. CONCLUSION**

25 For all of the foregoing reasons, the Lander County School District respectfully requests
26 that the LCCTA’s Appeal be dismissed.

27 LCCTA has not presented a justiciable dispute within the Board’s jurisdiction. There is no

28 ⁹⁹ See TRX pgs. 203–204, 222–224.

1 qualifying unit determination for the Board to review. The District has never created or recognized
2 the “Interim Educator” classification advanced by LCCTA, and the Board lacks authority to require
3 it to do so. Nor does the record support any claim that LTS employees were ever included in the
4 bargaining unit or subject to a recent unit determination giving rise to this appeal.

5 At the same time, the Appeal is both untimely and moot. LCCTA agrees it received
6 unequivocal notice of the District’s position no later than September 26, 2024, yet did not file within
7 the statutory period. And by abandoning its claim as to the LTS classification, substituting a newly
8 self-defined subset, LCCTA has materially altered the question presented to the Board. In fact the
9 LCCTA no longer request that the Board address the controversy raised in the Appeal, instead, it
10 asks the Board to decide a hypothetical question concerning its “Interim Educator” classification,
11 which is not a recognized classification by the District, and for which the District has never issued
12 a unit determination, rendering the question unripe for the Board to review.

13 Based on the foregoing, there is no basis for the Board to reach the merits of the Appeal.
14 However, even if the Board were to reach the merits, the record does not establish that LTS
15 employees—or any subset thereof—share a legally sufficient community of interest with Licensed
16 Educators. The undisputed evidence shows that these employees differ fundamentally in the
17 material elements of their positions – i.e. in connection with licensure, evaluation, career structure,
18 and purpose within the District’s workforce.

19 Ultimately, LCCTA asks the Board to do what NRS Chapter 288 does not permit: to
20 recognize a new employee classification and then determine that same, self-created classification
21 belongs in the bargaining unit. That request exceeds the Board’s authority and intrudes on the
22 District’s management rights. At bottom, this dispute concerns the District’s bargaining position,
23 not a unit determination—and therefore cannot support an appeal under NRS 288.170.

24 Given these defects, the Appeal lacks any legitimate legal or factual basis. LCCTA seeks
25 review of a unit determination that does not exist, relies on a classification it created itself which
26 has never been recognized by the District, and continues to pursue a claim that is not justiciable.
27 Under these circumstances, the Appeal is frivolous and warrants an award of attorneys’ fees and
28 costs.

1 Because there is no jurisdiction, no ripe controversy, no timely claim, and no basis on the
2 merits, the Appeal should be dismissed in its entirety, and the District respectfully requests that the
3 Board enter judgment in its favor and award its reasonable attorneys' fees and costs.

4 Dated: May 13, 2026

LITTLER MENDELSON, P.C.

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S. Jordan Walsh, Esq.

8 Attorneys for Respondent
9 LANDER COUNTY SCHOOL DISTRICT
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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 200 S. Virginia St., 8th Floor, Reno, Nevada 89501-1944.

On May 13, 2026, I served the within document(s):

DOCUMENT TITLE

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.

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I declare under penalty of perjury that the foregoing is true and correct. Executed on May 13, 2026, at South Lake Tahoe, CA.

/s/ S. Jordan Walsh

S. Jordan Walsh
Littler Mendelson