

FILED
April 20, 2025
State of Nevada
E.M.R.B.
10:15 a.m.

Code: _____
Name: Shannon Hammond
Address: 2331 Melody Lane
Reno, NV 89512
Telephone: (775) 233-5238
Email: SLH9001@yahoo.com
Self-Represented Litigant

BEFORE THE ~~LOCAL~~ GOVERNMENT EMPLOYEE
MANAGEMENT RELATIONS BOARD
IN THE STATE OF NEVADA

COMPLAINANT,

Shannon Lee Hammond,

vs.

RESPONDENT,

Washoe County School District

Case No.: 2025-008

PROHIBITED PRACTICES COMPLAINT AND LEGAL BRIEF

I. INTRODUCTION

This case presents a clear example of retaliation and discrimination by a public employer, Washoe County School District ("WCSD"), against one of its employees, Shannon Lee Hammond ("Complainant"), for asserting her statutory right to seek reclassification under Nevada Revised Statutes (NRS) Chapter 288. After Complainant requested a reclassification to reflect her higher-level duties, WCSD management, particularly her supervisor Charlie Hoppe ("Hoppe"), engaged in acts of retaliation against her and his direct supervisor, Tami Zimmerman ("Zimmerman") willfully and intentionally blocked her attempts by refusing to

1 initiate the reclassification process, issuance of an unwarranted disciplinary plan (IDP), and
2 creation of a hostile work environment, in violation of NRS 288.270(1)(a) and (d).

3 **II. JURISDICTION AND VENUE**

4 Complainant Shannon Lee Hammond is, and at all times relevant herein was, a
5 "local government employee" as defined under NRS 288.050, employed by WCSD.

6 Respondent Washoe County School District is a "local government employer"
7 under NRS 288.060.

8 This Board has jurisdiction over this matter pursuant to NRS Chapter 288.

9 Venue is proper before the ~~Local~~ Government Employee-Management
10 Relations Board ("Board") because the alleged prohibited practices occurred within the State of
11 Nevada and involve a local government employer.

12 **III. PARTIES**

13 Complainant Shannon Lee Hammond is employed as an Administrative
14 Secretary within WCSD's Facilities Maintenance Department.

15 Respondent WCSD is a political subdivision of the State of Nevada and a local
16 government employer.

17 **IV. STATEMENT OF FACTS**

18 On February 28, 2025, Complainant emailed Hoppe requesting he forward her
19 reclassification request to HR, which she had already drafted to simplify the process. Hoppe
20 refused.

21 On March 2, 2025, after Hoppe's refusal, Complainant filed a formal complaint
22 of discrimination and harassment with WCSD's Human Resources ("HR") department.

1 Despite repeated attempts (March 8, 2025, and thereafter), Hoppe continued to
2 block the reclassification request by failing to forward it to HR, directly thwarting
3 Complainant's statutory rights.

4 On March 10, 2025, HR formally blocked Complainant's attempt to initiate a
5 reclassification, without investigation or occupational study, based solely on management's
6 assertions.

7 Complainant's inquiries to her union were met with dismissive responses,
8 advising her to contact HR again despite HR's refusal.

9 On March 13, 2025, a discussion between Complainant and her department
10 head Zimmerman reflected a defensive and adversarial response to her reclassification request,
11 further marginalizing her efforts.

12 On March 17 and March 24, 2025, Complainant's public records requests for
13 reclassification history were denied improperly under NRS 239.010(1), illustrating further
14 opacity and obstruction by WCSD.

15 On March 27, 2025, Complainant submitted a new, more accurate job
16 description reflective of her actual duties, which included financial reporting and executive-
17 level support beyond her classified title.

18 On April 7, 2025, Hoppe issued an Individual Development Plan (IDP) to
19 Complainant claiming insubordination among other issues—after she had received a
20 commendable performance review previously—clearly in retaliation for asserting her
21 reclassification rights.

1 On April 8, 2025, Complainant discovered that the Administrative Secretary job
2 description dated back to 1987, referencing obsolete duties like transcribing from a
3 Dictaphone, justifying her request for reclassification.

4 A second IDP meeting was conducted on April 10, 2025, under coercive
5 conditions, further retaliating against Complainant and violating WCSD's own policies.

6 At all times relevant herein, WCSD failed to conduct a good faith evaluation of
7 Complainant's job duties and retaliated against her for engaging in protected activity.

8 **V. LEGAL STANDARDS**

9 NRS 288.270(1) makes it a prohibited practice for a local government employer
10 or its representative to:

11 Interfere with, restrain, or coerce any employee in the exercise of rights
12 guaranteed under Chapter 288;

13 Discriminate against an employee because the employee has filed a complaint
14 or exercised rights under Chapter 288.

15 Nevada law recognizes reclassification requests as a protected exercise of
16 employment rights. Retaliation for asserting these rights constitutes a prohibited labor practice.

17 **VI. ARGUMENT**

18 A. WCSD Retaliated Against Complainant for Asserting Her Right to
19 Reclassification

20 Complainant's initial act—requesting a reclassification—was an exercise of
21 protected rights under Chapter 288.

22 In direct response, WCSD engaged in adverse actions, including the initiation of
23 an IDP, obstruction of the process, and denial of transparency.

1 The proximity in time between the reclassification request and retaliatory
2 discipline creates a strong presumption of retaliatory motive.

3 B. WCSD Discriminated Based on Protected Conduct

4 NRS 288.270(1)(d) prohibits discrimination against employees who assert their
5 rights.

6 WCSD's actions—targeted discipline, refusal to process the reclassification,
7 and public records obstruction—constitute discrimination based upon Complainant's exercise
8 of protected conduct.

9 The outdated 1987 job description and Complainant's modern duties further
10 demonstrate that her reclassification request was legitimate and justified.

11 C. WCSD Failed to Follow Its Own Reclassification and Anti-Retaliation
12 Policies

13 WCSD maintains internal policies requiring non-retaliation and objective job
14 evaluations.

15 WCSD ignored these policies, subjecting Complainant to retaliation and failing
16 to properly evaluate her position, in violation of good faith employment practices.

17 Such failure to follow internal rules further evidences discriminatory animus
18 and retaliation.

19 **VII. PRAYER FOR RELIEF**

20 WHEREFORE, Complainant respectfully requests the Board to:

- 21 • Find that Respondent committed prohibited labor practices in violation
22 of NRS 288.270;

1 • Order Respondent to cease and desist all retaliatory and discriminatory
2 conduct against Complainant;

3 • Order Respondent to expunge all IDP documents and associated
4 disciplinary records;

5 • Order Respondent to process Complainant's reclassification request
6 fairly and in good faith;

7 • Grant such other relief as the Board deems just and proper.

8 **VIII. VERIFICATION**

9 I, Shannon Lee Hammond, declare:

10 • I am the Complainant in the foregoing Prohibited Practices Complaint. I
11 have read the foregoing Complaint and know the contents thereof. The same is true of my own
12 knowledge, except as to those matters stated on information and belief, and as to those matters,
13 I believe them to be true.

14 • Under penalty of perjury applicable to the laws of the State of Nevada
15 and the United States of America that the foregoing is true and correct to the best of my
16 knowledge and interpretation of the events.

17 Executed this 19 day of April, 2025, in Reno, Nevada.

18
19 SHANNON LEE HAMMOND, Complainant

20 2331 Melody Lane

21 Reno, NV 89512

22 (775) 233-5238

23 SLH9001@yahoo.com

WCSD (Respondent)

Answer to Complaint

Washoe County School District
Office of the General Counsel
PO Box 30425
Reno, Nevada 89520-3425
Telephone: (775) 348-0300; Facsimile: (775) 333-6010

FILED
May 14, 2025
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E.M.R.B.
10:18 a.m.

Kevin A. Pick, Esq., Nev. Bar No. 11683
kevin.pick@washoeschools.net
Neil A. Rombardo, Esq., Nev. Bar No. 6800
Sara K. Montalvo, Esq., Nev. Bar No. 11899
Andrea L. Schulewitch, Esq., Nev. Bar No. 15321
WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-0300
Fax: 775-333-6010
Attorneys for Respondent,
Washoe County School District

BEFORE THE STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SHANNON LEE HAMMOND,

Complainant,

vs.

WASHOE COUNTY SCHOOL DISTRICT,

Respondent.

CASE NO.: 2025-008

**RESPONDENT'S ANSWER TO
COMPLAINT**

Respondent, Washoe County School District (District), a political subdivision of the State of Nevada, through its Office of the General Counsel, by Kevin A. Pick, Esq., files its Answer to the Complaint, as follows:

1. Answering paragraph 1, Respondent denies the allegations contained therein.¹

///

¹ The Complaint fails to assign paragraph numbers to the allegations made in the Complaint. Therefore, in answering the Complaint, Respondent has assigned paragraph numbers to the Complaint in numerical order, starting with the first full paragraph on page one and proceeding accordingly thereafter.

2. Answering paragraph 2, Respondent admits that Complainant is an employee of Respondent but denies the balance of paragraph 2.

3. Answering paragraph 3, Respondent admits that it is a local government employer under NRS 288.060 but denies the balance of paragraph 3.

4. Answering paragraph 4, Respondent denies the allegations contained therein.

5. Answering paragraph 5, Respondent denies the allegations contained therein.

6. Answering paragraph 6, Respondent admits that Complainant is currently employed as an administrative secretary in the Maintenance and Housekeeping Department at the Washoe County School District but denies the balance of paragraph 6.

7. Answering paragraph 7, Respondent admits that Respondent is a political subdivision of the State of Nevada, pursuant to NRS 386.010(2) but denies the balance of paragraph 7.

8. Answering paragraph 8, Respondent is without sufficient information or knowledge with which to form a belief as to the truth or falsity of the allegation and therefore denies the same.

9. Answering paragraph 9, Respondent is without sufficient information or knowledge with which to form a belief as to the truth or falsity of the allegation and therefore denies the same.

10. Answering paragraph 10, Respondent denies the allegations contained therein.

11. Answering paragraph 11, Respondent is without sufficient information or knowledge with which to form a belief as to the truth or falsity of the allegation and therefore denies the same.

///

1 12. Answering paragraph 12, Respondent is without sufficient information or
2 knowledge with which to form a belief as to the truth or falsity of the allegation and therefore
3 denies the same.

4 13. Answering paragraph 13, Respondent denies the allegations contained therein.

5 14. Answering paragraph 14, Respondent denies the allegations contained therein.

6 15. Answering paragraph 15, Respondent denies the allegations contained therein.

7 16. Answering paragraph 16, Respondent denies the allegations contained therein.

8 17. Answering paragraph 17, Respondent denies the allegations contained therein.

9 18. Answering paragraph 18, Respondent denies the allegations contained therein.

10 19. Answering paragraph 19, Respondent denies the allegations contained therein.

11 20. Answering paragraph 20, Respondent denies the allegations contained therein.

12 21. Answering paragraph 21, Respondent denies the allegations contained therein.

13 22. Answering paragraph 22, the allegations in paragraph 22 are legal conclusions
14 and therefore do not require a response. To the extent a response is required, Respondent denies
15 the allegations contained in paragraph 22.

16 23. Answering paragraph 23, Respondent denies the allegations contained therein.

17 24. Answering paragraph 24, Respondent denies the allegations contained therein.

18 25. Answering paragraph 25, Respondent denies the allegations contained therein.

19 26. Answering paragraph 26, Respondent denies the allegations contained therein.

20 27. Answering paragraph 27, Respondent denies the allegations contained therein.

21 28. Answering paragraph 28, the allegations in paragraph 28 are legal conclusions
22 and therefore do not require a response. To the extent a response is required, Respondent denies
23 the allegations contained in paragraph 28.

- 1 29. Answering paragraph 29, Respondent denies the allegations contained therein.
- 2 30. Answering paragraph 30, Respondent denies the allegations contained therein.
- 3 31. Answering paragraph 31, Respondent admits that is an equal opportunity
- 4 employer and maintains all policies in a manner consistent with state and federal law but denies
- 5 the balance of paragraph 31.
- 6 32. Answering paragraph 32, Respondent denies the allegations contained therein.
- 7 33. Answering paragraph 33, Respondent denies the allegations contained therein.
- 8 34. As to the Complaint's prayer for relief and any allegations not specifically
- 9 responded to, if an answer is required, Respondent denies all allegations and averments contained
- 10 therein.

AS AND FOR ITS SEPARATE AND AFFIRMATIVE DEFENSES,
RESPONDENT AVERS AS FOLLOWS:

- 13 1. Complainant failed to properly and timely effectuate service of process upon
- 14 Respondent.
- 15 2. The Board lacks subject matter jurisdiction over the Complaint.
- 16 3. The Board lacks personal jurisdiction over Respondent.
- 17 4. The Board lacks authority to grant the relief requested by Complainant.
- 18 5. The Complaint fails to present a justiciable case or controversy.
- 19 6. The Complaint fails to state a claim upon which relief can be granted.
- 20 7. Respondent alleges that no probable cause exists for the Complaint.
- 21 8. Respondent alleges that the Complaint is spurious and frivolous.
- 22 9. Complainant's claims are barred by the doctrine of unclean hands.
- 23 10. Complainant lacks standing for failure to raise a basis for the Complaint.

- 1 11. The Complaint does not allege, establish, or contain a clear and concise statement
2 of the facts constituting the alleged practice sufficient to raise a judiciable controversy under
3 chapter 288 of NRS, as required by NAC 288.200.
- 4 12. Respondent's actions toward Complainant were at all times made in good faith.
- 5 13. Respondent alleges that any actions taken by the Respondent were done for
6 legitimate business reasons.
- 7 14. Respondent alleges that any and all actions taken by Respondent were just, fair,
8 with good cause, privileged, in good faith, and without malice.
- 9 15. Complainant's claims are barred to the extent Complainant failed to timely and
10 properly exhaust all necessary administrative, statutory, and/or jurisdictional prerequisites for the
11 commencement of this action.
- 12 16. Complainant's claims are barred by the applicable statutes of limitations or other
13 applicable law or regulation.
- 14 17. Respondent alleges that Complainant failed to exhaust its administrative,
15 statutory, arbitration and/or contractual remedies.
- 16 18. The affirmative defenses herein are asserted for purposes of non-waiver.
17 Respondent reserves the right to assert additional affirmative defenses as further information is
18 discovered during the course of these proceedings.
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BASED UPON THE FOREGOING, Respondent requests the following relief:

1. That a decision be entered in favor of Respondent and against the Complainant, that the Complaint and the claims on file herein be dismissed with prejudice, and that any relief be denied, with Complainant taking nothing thereby;
2. For Respondent’s costs and reasonable attorneys’ fees; and,
3. For such other and further relief as the Court deems just and proper.

DATED this 14th day of May, 2025.

WASHOE COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

By: /s/Kevin A. Pick, Esq.
KEVIN A. PICK, ESQ.
Nevada Bar No. 11683
General Counsel
P.O. Box 30425
Reno, NV 89520-3425

Attorney for Respondent

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, I certify that I am an employee of the WASHOE COUNTY SCHOOL DISTRICT OFFICE OF THE GENERAL COUNSEL and that on this date I served a true and correct copy of the preceding document addressed to the following:

Shannon Hammond
2331 Melody Lane
Reno, NV 89512

by United States first class mail, postage prepaid.

DATED this 14th day of May, 2025.

/s/ Kaaren Andersen
Kaaren Andersen

WCSD (Respondent)

Motion to Dismiss

Washoe County School District
Office of the General Counsel
PO Box 30425
Reno, Nevada 89520-3425
Telephone: (775) 348-0300; Facsimile: (775) 333-6010

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Kevin A. Pick, Esq., Nev. Bar No. 11683
kevin.pick@washoeschools.net
Neil A. Rombardo, Esq., Nev. Bar No. 6800
Sara K. Montalvo, Esq., Nev. Bar No. 11899
Andrea L. Schulewitch, Esq., Nev. Bar No. 15321
WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-0300
Fax: 775-333-6010
Attorneys for Respondent, Washoe County School District

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SHANNON LEE HAMMOND,

Complainant,

vs.

WASHOE COUNTY SCHOOL DISTRICT,

Respondent.

CASE NO.: 2025-008

MOTION TO DISMISS

Defendant, Washoe County School District (WCSD), a political subdivision of the State of Nevada, by and through counsel, hereby moves to dismiss the Complaint filed by Complainant, Shannon Lee Hammond, based on: (1) insufficient service of process; (2) failure to include a clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under NRS Chapter 288; (3) lack of probable cause in the Complaint; (4) the Board's lack of subject matter jurisdiction over the Complaint; and (5) the Complaint is spurious and frivolous. This Motion is made and based upon the memorandum of points and authorities set forth below, any exhibits attached hereto, and all papers and pleadings on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Complainant, Shannon Hammond, is currently employed as an administrative secretary in the Maintenance and Housekeeping Department at WCSD. Accordingly, Complainant falls under the current Collective Bargaining Agreement (CBA) between WCSD and the Washoe Education Support Professionals (WESP). *See* Exhibit No. 1 (WESP CBA).

On April 20, 2025, the Complainant filed the present action with the State of Nevada Government Employee-Management Relations Board (“the Board”). Simply put, Complainant takes issue with her supervisor’s refusal to support her reclassification¹ into a higher paid position. *See* Complaint, at pp. 2-3. Complainant proclaims a “statutory right” to reclassification in NRS Chapter 288 but fails to cite any rule, statute, or case that supports the existence of such a right. Complainant then speculates (without any facts) that WCSD disciplined her in retaliation for requesting reclassification, which Complainant labels a “prohibited labor practice” under NRS 288.270(1)(a) and (d). *Id.* at pp. 3-4. However, again, there is no “statutory right” to reclassification and the word “reclassification” does not appear anywhere in NRS Chapter 288.

Frankly, no aspect of the Complaint is even remotely connected to NRS Chapter 288, which means that Complainant did not provide valid legal authority under which the Complaint was made or provide a “clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS . . .” NAC 288.200(1). What the Complainant describes are ordinary workplace issues that are completely unrelated to the exercise of labor rights guaranteed in NRS Chapter 288. However, the jurisdiction of the Board is limited to justiciable controversies under NRS Chapter 288 and does not extend into

¹ Reclassification is the general process for moving an employee into a higher salary grade/step because they have taken on major duties significantly outside their original job description.

1 ordinary workplace disagreements between employees and employers. *See* NRS 288.280; *see*
2 *also* NAC 288.200.

3 But this case fails even before getting to the Board's lack of jurisdiction and the
4 Complainant's failure to state a claim, because service of process was never properly and timely
5 effectuated on WCSD. As analyzed below, Complainant attempted service of process by mailing
6 a copy of the Complaint to WCSD's Chief Human Resources Officer. However, no summons
7 was included (as required by NRCP 4), the method of service was insufficient (as stated under
8 NRCP 4.2), and the wrong person was served (as per NRCP 4.2). *See* NAC 288.080(1) (requiring
9 service of process in conformity with NRCP). The seven (7) days to perfect service of process
10 also expired without Complainant effectuating proper service of process. *See* NAC 288.080(5).

11 While WCSD recognizes that the Complainant is proceeding without an attorney or the
12 support of WESP, NRS Chapter 288 and NAC Chapter 288 do not make special exceptions for
13 pro se litigants. *See Rodriguez v. Fiesta Palms, LLC*, 134 Nev. 654, 659, 428 P.3d 255, 258-59
14 (2018) (noting that procedural rules cannot be applied differently to pro se litigants and that "a
15 pro se litigant cannot use his alleged ignorance as a shield to protect him from the consequences
16 of failing to comply with basic procedural requirements"). Even pro se litigants must sufficiently
17 serve process, must comply with mandatory procedural rules, must state claims upon which relief
18 can be granted, and must allege facts sufficient to raise a justiciable controversy under NRS
19 Chapter 288. Whether or not an appropriate forum exists for Complainant's issues, it is certainly
20 not before the Board. Accordingly, WCSD moves the Board to dismiss the Complaint with
21 prejudice.

22 ///

23 ///

1 **II. LAW AND ARGUMENT**

2 **A. THE COMPLAINT WAS IMPROPERLY SERVED ON WCSD.**

3 Before addressing the Complaint itself, WCSD must emphasize that the Complaint was
4 not properly served on WCSD. Foundationally, a court is empowered to render a judgment either
5 for or against a person or entity only if it has jurisdiction over the parties and the subject matter.
6 *See Young v. Nevada Title Company*, 103 Nev. 436, 442, 744 P.2d 902, 905 (1987). In order to
7 obtain jurisdiction and bring a matter before the court, parties must be properly served. *See*
8 *C.H.A. Venture v. G.C. Wallace Consulting Eng'rs, Inc.*, 106 Nev. 381, 383, 794 P.2d 707, 708–
9 09 (1990).

10 For all matters before the Board, NAC 288.080(1) instructs that the issuance and service
11 of process “must be in conformity with the Nevada Rules of Civil Procedure . . .” NRCP 4(c)
12 requires a summons to be served with a copy of the complaint. NRCP 4.2(d)(3) then instructs
13 how service is to be accomplished on a political subdivision like WCSD:

14 Any county, city, town, or other political subdivision of the State, and any public
15 entity of such a political subdivision, must be served by delivering a copy of the
16 summons and complaint to the presiding officer of the governing body of the
political subdivision, or an agent designated by the presiding officer to receive
service of process.

17 Accordingly, NRCP 4.2(d)(3) does not permit a complainant to simply mail a copy of the
18 summons and complaint to a political subdivision, but must personally deliver it to “the presiding
19 officer of the governing body” or an “agent designated . . . to receive service of process.” *Id.* And
20 service of process must be completed within 7 days after filing a complaint with the Board. NAC
21 288.080(5).

22 In context, WCSD must have been served **with a copy of the Summons and Complaint;**
23 service must have been by **personal delivery;** the person receiving service for WCSD must have

1 been the **presiding officer** or **agent designated to receive service of process**; and lastly, service
2 must be complete **within 7 days** of when the complaint was filed with the Board. *See* NRCP
3 4(c); *see also* NRCP 4.2(d)(3).

4 Here, however, the Complainant failed to abide by any of these requirements. On April
5 22, 2025, Complainant mailed a copy of the Complaint to WCSD Chief Human Resources
6 Officer, Doug Owen. *See* Exhibit No. 2 (Complaint and Envelope). But the Complaint was not
7 accompanied by a summons and was not personally delivered (it was mailed). *Id.* Furthermore,
8 Doug Owen is neither the presiding officer of WCSD, nor a person designated to receive service
9 of process. *Id.* As such, Complainant failed to properly serve process upon WCSD. The 7 day
10 service period under NAC 288.080(5) also expired on April 29, 2025, and Complainant's
11 improper service was never remedied.

12 Accordingly, WCSD respectfully moves to dismiss the Complaint for insufficient service
13 of process, and for Complainant's failure to comply with NAC 288.080(1) and NAC 288.080(5).
14 WCSD must also note that, in general, courts lack jurisdiction over a defendant who has not been
15 properly served. *See SEC v. Ross*, 504 F.3d 1130, 1138–39 (9th Cir. 2007). Courts are also
16 generally not permitted to relax basic procedural rules for pro se parties. *Rodriguez*, 134 Nev. at
17 659.

18 **B. THE COMPLAINT IS INSUFFICIENTLY PLED UNDER NAC 288.200(1).**

19 NAC 288.200(1) instructs that a complaint must include “[a] clear and concise statement
20 of the facts constituting the alleged practice sufficient to raise a justiciable controversy
21 under chapter 288 of NRS, including the time and place of the occurrence of the particular acts
22 and the names of persons involved” and “[t]he legal authority under which the complaint is
23 made.” When applying NAC 288.200(1), the Board has consistently dismissed complaints that

1 fail to conform with these requirements. *See Teresa Daniel, et al. vs. Education Support*
2 *Employees Association*, EMRB Item No. 767, Case No. A1-046030 (October, 1991). The Board
3 has also consistently dismissed complaints that were too vague and did not specify a violation of
4 NRS Chapter 288. *See Sherman Willoughby vs. Clark County; Human Resources/Real Property*
5 *Management*, EMRB Item No. 769, Case No. A1-046030 (October, 2011).

6 Here, the Complaint simply does not satisfy the requirements of NAC 288.200(1). Even
7 liberally construed, the Complaint does not allege any facts constituting a prohibited practice
8 sufficient to raise a justiciable controversy under NRS Chapter 288. On its face, the Complaint
9 merely alleges that WCSD retaliated against Complainant (by way of discipline) for requesting
10 reclassification. *See* Complaint, at pp. 4-5. But even accepting these allegations as true,
11 “requesting reclassification” is not a protected activity under NRS Chapter 288 and the
12 Complaint does not attempt to tie any alleged discipline (or the reclassification request) to actual
13 protected activity in NRS Chapter 288. The Complaint references NRS 288.270(1)(a) and (d),
14 but nowhere does Complainant allege any facts that WCSD interfered, restrained, or coerced her
15 from exercising any right guaranteed in NRS Chapter 288 or discriminated against Complainant
16 because she signed or filed an affidavit, petition or complaint under NRS Chapter 288, or formed,
17 joined or chose to be represented by any employee organization. As such, the Complaint (on its
18 face) fails to even vaguely allege a justiciable controversy under NRS Chapter 288.

19 Aside from the fact that “requesting reclassification” is not a protected activity under
20 NRS Chapter 288, the Complaint also fails to allege facts in support of retaliation. Namely, the
21 Complaint fails to allege any facts that causally connect a request for reclassification to
22 discipline. Indeed, the Complaint neglects to include factual allegations related to discipline,
23 except to say that Complainant was issued an “Individual Development Plan” for being

1 insubordinate. *See* Complaint, at p.3. Therefore, even if requesting reclassification was a
2 protected activity under NRS Chapter 288 (and it is not), the Complaint still fails to allege
3 retaliation because the “Individual Development Plan” was for insubordination and there are no
4 facts connecting discipline to a reclassification request. *Id.*

5 Because Complainant fails to allege any protected labor activity or any alleged prohibited
6 practice by WCSD, the Complaint fails to provide a “clear and concise statement of the facts
7 constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of
8 NRS.” NAC 288.200(1). The allegations raised in the Complaint could never properly invoke
9 the jurisdiction of the Board and Complainant’s failure to state a justiciable claim under NRS
10 Chapter 288 prejudices the substantial rights of WCSD. *See* NAC 288.235(2).

11 **C. THE COMPLAINT LACKS PROBABLE CAUSE.**

12 NAC 288.375 provides that the Board may dismiss a matter when the Board determines
13 that no probable cause exists for the complaint, including where the complaint on its face
14 discloses the lack of probable cause or fails to allege elements necessary to complainant’s prima
15 facie case. *See Sherman Willoughby vs. Clark County; Human Resources/Real Property*
16 *Management*, EMRB Item No. 769, Case No. A1-046030 (October, 2011). Under longstanding
17 Nevada law, dismissal is appropriate when the factual averments contained in a plaintiff’s
18 complaint, accepted as true, are legally insufficient to establish the essential elements of a claim.
19 *See, e.g., Sanchez v. Wal-Mart Stores*, 125 Nev. 818, 823, 221 P.3d 1276, 1280 (2009) (to
20 withstand a motion to dismiss, the averments contained in a plaintiff’s complaint “must be legally
21 sufficient to constitute the elements of the claim asserted.”); *Nevada Power Co. v. Haggerty*, 115
22 Nev. 353, 358, 989 P.2d 870, 873 (1999) (to avoid dismissal, a plaintiff must “set[] forth
23 allegations sufficient to establish the elements of a right to relief”); *Johnson v. Travelers Ins. Co.*,

89 1 Nev. 467, 472, 515 P.2d 68, 71 (1973) (to survive a motion to dismiss, a “complaint must . . . allege facts sufficient to establish all necessary elements of the claim for relief.”). Only “fair” inferences from the complaint must be accepted as true. *Simpson v. Mars, Inc.*, 113 Nev. 188, 190, 929 P.2d 966, 967 (1997).

As stated above, the Complaint fails to state any justiciable controversy under NRS Chapter 288, so therefore, not only is the Complaint insufficiently pled under NAC 233.200(1) but the Complaint (on its face) also discloses a lack of probable cause and fails to allege the elements of any valid claim under NRS Chapter 288.

WCSD also refers the Board to the case of *Leon Greenberg vs. Clark County*, EMRB Item No. 577C, Case No. A1-045795 (7/21/05), wherein the complainant applied for an attorney position on three or four different occasions, and each time he was not offered a position. The complainant in *Leon Greenberg* alleged that Clark County’s refusal to hire him constituted a violation of NRS 288.270, but the Board ultimately dismissed the complaint because it failed to allege anything more than “bare suspicion” and therefore lacked probable cause as to an actual violation of NRS Chapter 288. *Id.* By comparison, the Complaint here is even more defective than the complaint in *Leon Greenberg*. The Complaint here does not even assert a cognizable claim under NRS Chapter 288 and falls short of even “bare suspicion.” Complainant claims she was retaliated against for seeking a reclassification, but the Complaint neglects to link these allegations to any rights exercised under NRS Chapter 288. Nor does the Complaint assert even “bare suspicion” of a link between her reclassification request and discipline. As such, even if the allegations of the Complaint were accepted as true, the Complaint still lacks probable cause and fails to assert a viable claim under NRS Chapter 288.

///

D. THE BOARD LACKS SUBJECT MATTER JURISDICTION OVER THE COMPLAINT.

Read as a whole, the Complaint fails to state a cognizable claim under NRS Chapter 288 but merely describes an ordinary workplace dispute between an employee and employer, essentially over whether an employee should get a promotion. However, the jurisdiction of the Board is limited to “controvers[ies] concerning prohibited practices . . .” NRS 288.280. Therefore, because the Complaint fails to allege a prohibited practice under NRS Chapter 288, the Board lacks jurisdiction over the Complaint. *Id.* And frankly, if the Board were to accept jurisdiction over this type of ordinary workplace conflict, then the Board should be prepared to accept a deluge of new cases where any disgruntled employee can drag their employer into court over everyday workplace grievances. WCSD does not believe this was the intent of the Nevada Legislature when it created the Board or NRS Chapter 288.

The Complaint also makes passing references to “jurisdiction” under NRS 357.040 and NRS 357.080, and the supposedly improper denial of public records requests under NRS 239.010(1). *See* Complaint, at pp. 3-4. However, those statutes are completely unrelated to NRS Chapter 288 and are outside the jurisdiction of the Board to consider. The exclusive remedy for a supposed violation of NRS 357.040 is a private suit brought in a “**judicial district** in this State in which the defendant can be found, resides, transacts business or in which any of the alleged fraudulent activities occurred.” NRS 357.080(6) (emphasis added). Likewise, the exclusive remedy for a violation of Nevada’s Public Records Act (NPRA) is to “apply to the **district court** in the county in which the book or record is located . . .” NRS 239.011(1) (emphasis added). Therefore, the Board has no jurisdiction over alleged violations of NRS 357.040 or NPRA, and activities under NRS 357.040 or NPRA are not protected activities under NRS Chapter 288. Accordingly, the Board lacks jurisdiction over the Complaint, which must be

1 dismissed as a matter of law. *See* NAC 288.375.

2 **E. THE COMPLAINT IS SPURIOUS AND FRIVOLOUS.**

3 NAC 288.375(5) expressly allows the Board to dismiss a complaint “[i]f an applicant,
4 petitioner or complainant files a spurious or frivolous complaint . . .” Under Nevada law, a claim
5 is generally deemed frivolous when it is “maintained” without legal and factual support. *See e.g.*
6 NRS 18.010(2)(b) and NRS 7.085.

7 Here, the Complaint speaks for itself and it does not even attempt to link any factual
8 allegations to protected labor activities under NRS Chapter 288. The Complaint references a
9 “right to reclassification” under NRS Chapter 288, but no such right exists. The word
10 “reclassification” does not even appear in NRS Chapter 288. While Complainant makes passing
11 reference to NRS 288.270(1)(a) and (d), the Complaint makes no effort to apply facts to these
12 laws. The Complaint also primarily relies on alleged violations of NRS 357.040 and NPRA,
13 which are totally and completely outside the authority of the Board to consider. *See* NRS
14 357.080; *see also* NRS 239.011(1).

15 To be candid, it is difficult to read the Complaint and not conclude that it is sour grapes,
16 filed by a disgruntled employee in retaliation against a supervisor for exercising a management
17 right. Or, alternatively, that the Complaint was merely filed as a means to extort WCSD into
18 granting Complainant her requested promotion. Either way, the Complaint is spurious and
19 frivolous, and should be dismissed. *See* NAC 288.375(5).

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III. CONCLUSION

Based on the foregoing, WCSD respectfully requests that the Board dismiss this matter with prejudice and in its entirety.

DATED this 14th day of May, 2025.

WASHOE COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

By: /s/Kevin A. Pick, Esq.
KEVIN A. PICK, ESQ.
Nevada Bar No. 11683
General Counsel
P.O. Box 30425
Reno, NV 89520-3425
Attorney for Respondent

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, I certify that I am an employee of the WASHOE COUNTY SCHOOL DISTRICT OFFICE OF THE GENERAL COUNSEL and that on this date I served a true and correct copy of the preceding document addressed to the following:

Shannon Hammond
2331 Melody Lane
Reno, NV 89512

by United States first class mail, postage prepaid.

DATED this 14th day of May, 2025.

/s/ Kaaren Andersen
Kaaren Andersen

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit Name</u>	<u>No. of Pages (including cover sheet)</u>
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2	Complaint and Envelope	8

EXHIBIT 1

EXHIBIT 1

AGREEMENT BETWEEN

WASHOE COUNTY SCHOOL DISTRICT

AND THE

**WASHOE EDUCATION SUPPORT PROFESSIONALS /
NEVADA STATE EDUCATION ASSOCIATION**

2023-2027

SUPERVISORY AND NON-SUPERVISORY UNITS

JULY 1, 2023



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ARTICLE 1 AGREEMENT

- 1.1 This agreement is entered into at Reno, Nevada, this first day of between the Board of Trustees of the Washoe County School District (hereinafter referred to as the Board) and the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) (hereinafter referred to as the Association). The parties to this Agreement are the Board and WESP/NSEA. (2011)

ARTICLE 2 PREAMBLE

- 2.1 WHEREAS, The parties recognize that the Board is charged by law with the duty and responsibility of operating a public school system; AND WHEREAS, wages, hours, and other terms and conditions of employment of ESP school employees are matters of mutual concern to the Board and the Association.
- 2.2 THEREFORE, it is the intent and purpose of this Agreement to assure sound and mutual beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; and to set forth here in article form the agreements between the parties covering wages, hours, and other terms and conditions of employment as provided in Nevada Revised Statutes Chapter 288.

ARTICLE 3 DEFINITIONS

3.1 DEFINITION OF TERMS

- 3.1.1 The term "NRS 288" as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.

- 3.1.2 The term "employee," as used in this Agreement, means an Education Support Professional ("ESP") employee holding a position listed under the Full Schedule Classes and Separate Schedule Classes on the ESPs Salary Schedule. Individuals holding positions listed under the Non-Scheduled Classes are not considered an "employee" as used in this Agreement. Effective on the date of ratification of the changes to the 2005-2007 Agreement, employees regularly scheduled to work less than 25 hours per week are not considered an "employee" for purposes of this Agreement and are not considered unit members. (2007)

Employees are covered by this Agreement unless otherwise noted in the Agreement.

- 3.1.2.1 A probationary employee is an employee who has not completed his/her initial nine (9) month probationary period and any extensions thereof; or an existing employee who has promoted or transferred to a position for which s/he has not previously completed his/her six (6) month probationary period and any extension thereof.

- 3.1.2.2 A post probationary employee is an employee who has completed his/her initial nine (9) month probationary period and any extensions thereof; or an existing employee who has promoted or transferred to a position and who has successfully completed his/her six (6) month probationary period and any extensions thereof.
- 3.1.2.3 A temporary employee is an employee who is hired on a temporary basis, for completion of a special project or task, an emergency, or for abnormal workloads. Temporary employees are not included in the bargaining unit.
- 3.1.2.4 If a temporary position exceeds six (6) months, the position will no longer be considered temporary and will be covered by the Agreement except as noted below. The employee's probationary period will begin from the date the position is no longer temporary. If at any time the District determines the position is no longer needed, the employee may be terminated from the District and Article 7, 8, and 14 shall not apply.
- 3.1.2.5 If it is determined a temporary position should be made regular, the position will be advertised as per Article 12 Transfers/ Promotions.
- 3.1.3 The term "School Trustees" as used in this Agreement shall mean the Trustees of the Washoe County School District.
- 3.1.4 The term "Association" as used in this Agreement shall mean the Washoe Education Support Professionals (WESP).
- 3.1.5 The term "District" as used in this Agreement shall mean the Washoe County School District.
- 3.1.6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Washoe County School District or his/her designated representative.
- 3.1.7 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agents.
- 3.1.8 The term "days" as used in this Agreement shall mean working days, not calendar days.
- 3.1.9 The term "year" as used in this Agreement shall mean fiscal year (July 1 through June 30), not calendar year (January 1 through December 31).
- 3.1.10 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District. (2007)
- 3.1.11 For purposes of this Agreement "recognition" has meaning ascribed to it under NRS 288.136.(2007)

ARTICLE 4

RECOGNITION AND DESCRIPTION OF BARGAINING UNITS

4.1

RECOGNITION

4.1.1 In accordance with the provisions of Chapter 288 of the Nevada Revised Statutes, the Washoe Education Support Professionals (WESP) / Nevada State Education Association (NSEA) has submitted to the Board of Trustees of the Washoe County School District, (1) a copy of its constitution and by-laws; (2) a roster of its officers and representatives; (3) a pledge in writing not to strike against the local government employer under any circumstances; and (4) a verified membership list showing that it represents a majority of the employees eligible in the described bargaining units.

4.1.2 Therefore pursuant to and for the purposes of Chapter 288 of the Nevada Revised Statutes, the Board of Trustees recognizes the Association as the exclusive bargaining agent to negotiate wages, hours, and other terms and conditions of employment enumerated in NRS 288.150(2) for the ESP employees bargaining units.

4.1.3 Recognition shall be automatically renewed and continued in effect from year to year unless notice is given to the Association pursuant to NRS 288.160 by the District not less than ninety (90) days prior to the date of the expiration of this Agreement.

4.1.4 ABSENCE FOR NEGOTIATIONS

4.1.4.1 Negotiation conferences or meetings between the parties shall normally be held at reasonable times during the regular business day.

4.1.4.2 The Association's negotiating team shall be released from work duties to attend negotiating meetings with the District. Such released time for the Association's team shall be charged to Association Leave. Such absences must be arranged with reasonable prior written supervisor notification.

4.2

EDUCATION SUPPORT PROFESSIONAL EMPLOYEE UNITS

4.2.1 The Supervisory bargaining unit shall be composed of all employees in positions listed in Appendix A, Page A1.

4.2.2 The Non-Supervisory bargaining unit shall be composed of all employees in positions listed in Appendix A, pages A2 and A3.

4.2.3 Employees in confidential positions as defined by NRS 288.170 shall be excluded from the unit.

4.2.4 Temporary employees are not covered by this Agreement.

4.2.5 Employees regularly scheduled to work less than 25 hours per week are not covered by this Agreement. (2007)

4.3 NEW/DELETED CLASSIFICATIONS

4.3.1 The District shall consult with the Association as to the appropriateness of adding new employees or groups of employees to the bargaining units covered by this Agreement, in accordance with NRS 288.170.

4.3.2 When the District removes a position from the bargaining unit, the District will notify the Association prior to the removal.

4.4 The parties hereto agree not to discriminate against any employee on the basis of Association membership or non-membership and agree further that the provisions of this Article are applicable to all employees covered by this Agreement.

**ARTICLE 5
ADVISORY COUNCIL**

5.1 An Advisory Council shall be established by the Association and the Superintendent.

5.2 The purpose of the council is:

5.2.1 To advise the Superintendent regarding policies, administrative regulations, procedures, practices and programs which will create a more productive educational atmosphere in the Washoe County School District.

Copies of all proposed policies and administrative regulations which will be presented to the Board will be provided to members of the Advisory Council.

5.2.2 Improve employee morale.

5.2.3 Apprise the Superintendent and staff of actual or potential problems involving the School District

5.2.4 Improve communications between employees, the Association and the District, and

5.2.5 Secure maximum productive and constructive improvement of all unit members in their primary goal, which is the educational process of the Washoe County School District.

5.3 The Council shall consist of (1) the Superintendent or his/her designee, who will act as the chairperson, (2) the President of the Association or his/her designee, (3) up to four (4) members of the Association, and (4) others who may be called upon by the Superintendent or the Association to attend the meetings.

5.4 The Superintendent shall convene the Advisory Council at least four (4) times a year. Additional meetings may be held with the mutual consent of the Superintendent and the President of the Association.

5.5 The agenda of each meeting shall be determined in advance. Both the Superintendent and the Association may place on the agenda any item dealing with the conduct, policies, or welfare of the public schools of Washoe County. The Superintendent will request from the Association President any items to be placed on the agenda as well as items that the Superintendent wishes to place on the agenda at least ten (10) days prior to the scheduled meeting. Subjects which are mandatory topics of bargaining under NRS 288.150(2) or are

covered by the Negotiated Agreement shall be excluded from Advisory Council agendas and shall not be subject to discussion at meetings.

5.6 Either party may request a meeting of the Advisory Council subject to the provisions of Article 5.4

5.7 Unless expressly stated by the District, no action taken by the District under this Article shall be construed as a waiver of any management right or the negotiation of subject matters which are not within the scope of mandatory bargaining, which are reserved to the District without negotiation under NRS 288.150(3)

ARTICLE 6 NO STRIKE AGREEMENT

6.1 The Association recognizes the public policy as expressed in NRS 288.700 in which the Nevada Legislature declared:

6.1.1 That the services provided by the School District as an employer are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety and welfare of the people;

6.1.2 That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility to the people; and

6.1.3 It is the public policy of the State of Nevada that a strike against the School District as a local government employer is illegal.

6.2 The Association agrees to act and conduct its affairs in accordance with this policy. The Association, its officers and agents agree further that they shall not support any strike against the Washoe County School District, nor shall they engage in or support any action to impair the rendering of such essential services by the District.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 **GRIEVANCE PROCEDURES**

7.1.1 **General Definitions**

7.1.1.1 A "grievance" is an allegation by an employee, group of employees, the Association, or the District based upon an alleged violation, misinterpretation, or inequitable application of any provision of the Negotiated Agreement.

7.1.1.2 An "aggrieved person" is an employee, a group of employees, the Association, or the District asserting a grievance.

7.1.1.3 The term "days" when used in this Article shall, except where otherwise indicated, mean working school days rather than calendar days. If the grievance procedure extends past the contracted year, the term "days" shall mean working days beyond the contract year.

7.1.2 Purposes

- 7.1.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.
- 7.1.2.2 Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

7.1.3 STRUCTURE

- 7.1.3.1 A formal written grievance will be submitted on the Grievance Form. All written responses to the grievance will be submitted on the Grievance Form. Additional sheets may be attached to the Grievance Form as needed. A copy of the Grievance Form is attached to the Agreement.
- 7.1.3.2 If the aggrieved person is the District, then the grievance shall proceed directly to Level Four (Arbitration) under Article 7.2.5.

7.1.4 Time Limits

- 7.1.4.1 As a courtesy to all parties involved, the aggrieved person and the responding party will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the aggrieved person and the District representative, will be present.
- 7.1.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.
- 7.1.4.3 If an employee, group of employees, the Association, or the District does not file a grievance in writing as provided herein within fifteen (15) days after the employee, group of employees, the Association, or the District knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed waived.
- 7.1.4.4 If an aggrieved person fails to comply with the requirements set forth in Article 7.2, then the grievance shall be deemed waived.
- 7.1.4.5 Any and all time limitations as set forth in this Article may be extended upon agreement of the parties, which shall not unreasonably be withheld. With prior written notice to the Association, the District may unilaterally extend by seven (7) days the time required for it to respond under Article 7.2.2.3, 7.2.3.3, and 7.2.4.3.

7.2

PROCESS

7.2.1 Informal Level

- 7.2.1.1 If an aggrieved person believes that he/she has a grievance, he/she shall first discuss the matter informally with his/her immediate supervisor in an effort to resolve the matter. The supervisor shall be informed as to the nature of the problem, in writing, prior to this meeting being scheduled. If a grievance is resolved at the informal level, the resolution shall be reduced to writing and forwarded to the Association and the Talent Office.

7.2.2 Level One – Immediate Supervisor

- 7.2.2.1 If the aggrieved person is not satisfied with the outcome of the informal procedure, he/she shall, within ten (10) days following the date of the informal conference, submit his/her formal grievance in writing to the immediate supervisor and the Talent Office. The formal grievance must be in writing and must include the specific provisions of the Negotiated Agreement in question and describe the conduct at issue and remedies sought.
- 7.2.2.2 Within five (5) days after receipt of the completed formal grievance, the immediate supervisor shall schedule a meeting to hear the grievance.
- 7.2.2.3 Within ten (10) days from the date of the Level One meeting, the immediate supervisor shall render a decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association and to the Talent Office.

7.2.3 Level Two – Next Level Supervisor

- 7.2.3.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, then the aggrieved person may file with the Talent Office a written request to elevate the grievance to the next level supervisor at Level Two. The written request to elevate the grievance to Level Two must be filed with the Talent Office within ten (10) days after the issuance of the Level One decision and must specify in writing those areas of the Level One decision with which they disagree and the basis for disagreement.
- 7.2.3.2 Within five (5) days after receipt of the completed request to elevate the grievance to Level Two, the next level supervisor shall schedule a meeting to hear the grievance.
- 7.2.3.3 Within ten (10) days after the Level Two grievance meeting, the Level Two hearing officer shall render a decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association and to the Talent Office.

7.2.4 Level Three - Superintendent of Schools

- 7.2.4.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, then the aggrieved person may file with the Talent Office a written request to elevate the grievance to the Superintendent or his/her designee at Level Three. The written request to elevate the grievance to Level Three must be filed with the Talent Office within ten (10) days after the issuance of the Level Two decision and must specify in writing those areas of the Level Two decision with which they disagree and the basis for disagreement.
- 7.2.4.2 Within five (5) days after receipt of the completed request to elevate the grievance to Level Three, the Superintendent or his/her designee shall schedule a meeting to hear the grievance.
- 7.2.4.3 Within ten (10) days after the Level Three grievance meeting, the Level Three hearing officer shall render a decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association and to the Talent Office.

7.2.5 Level Four - Arbitration

- 7.2.5.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the Association may notify the Talent Office in writing that the Association wishes to take the grievance to arbitration.
- The written request to take the grievance to arbitration must be filed with the Talent Office within ten (10) days after the issuance of the Level Three decision and must specify in writing those areas of the Level Three decision with which they disagree and the basis for disagreement.
- 7.2.5.2 Within five (5) days after written notice of submission to arbitration, the parties shall meet to select a mutually agreeable arbitrator, with preference given to arbitrators located in Nevada.
- If the parties cannot select a mutually agreeable arbitrator, then the parties shall jointly request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District each striking one (1) name from the list in turn until one (1) name remains. The order of striking shall be determined by coin toss with the winner of the coin toss making the decision on who will initially strike the first name. The final selection of the arbitrator shall be made within five (5) days following receipt of the list of

arbitrators. The arbitrator so selected shall meet with the parties to schedule the arbitration.

7.2.5.3 In the event there is a question as to whether a specific grievance is arbitrable, such a threshold issue shall be considered first through written briefing limited to the issue of arbitrability only. The aggrieved person shall file its brief on Arbitrability first, and the responding party will file its brief on Arbitrability second. If the arbitrator finds the issue is not arbitrable, no further consideration of the grievance shall be allowed. If the arbitrator is unable to make a determination on arbitrability, then he/she may proceed to hear the grievance even though no decision will be rendered on the grievance if he/she subsequently determines the issue is non-arbitrable. If the arbitrator finds the issue arbitrable, he/she shall proceed to hear the grievance.

7.2.5.4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

7.2.5.5 Unless extended by mutual agreement, the arbitrator shall issue his/her report not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be submitted in writing to the District and the Association only and shall set forth his/her findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 7.2.5.6 and shall be consistent with the law and with the terms of this Agreement.

7.2.5.6 The School Trustees agrees to the binding arbitration of grievances as specified in the preceding section. However, in the event that the arbitrator's award would cost the District in excess of 1/2 cent on the tax rate (or its equivalent) for any one (1) specific grievance or one (1) cent on the tax rate in the aggregate (more than one (1) grievance) during the term of the Agreement, then the School Trustees shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only.

7.2.5.7 The costs of services of the arbitrator shall be shared equally by the Association and the School District.

7.3

MISCELLANEOUS

7.3.1 Decisions rendered at all levels of the formal grievance procedure shall be in writing attached to the appropriate form, and shall set forth the decisions and reasons, therefore. The grievance forms contained in Appendix D are included for the sole purpose of making employees aware of the forms that must be used in filing a grievance. Grievance forms may be modified by the District at any time, with or without notice. Appendix D is not in any way subject to the grievance procedure.

7.3.2 If in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to the

Superintendent directly and the processing of such grievance shall begin at Level Three.

- 7.3.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 7.3.4 Forms for filing and processing grievances and other necessary documents as approved in this Agreement, shall be prepared by the School District and made available through the Talent Office. . Grievance forms presently in use in the District shall be continued until revised forms are mutually agreed upon.
- 7.3.5 A grievance may be withdrawn at any level by the aggrieved person without prejudice.
- 7.3.6 The sole remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted, shall be pursuant to the foregoing grievance procedure, provided however, that nothing contained herein shall deprive any party of any legal right.
- 7.3.7 If an employee is called as a witness during regular school hours, such employee shall do so without loss of pay. The party calling the witness shall be responsible for paying that portion of the witness's salary for the time spent away from work.
- 7.3.8 No reprisals of any kind shall be taken by either party against any school representative or any other participant in the grievance procedure by reason of such participation.

ARTICLE 8

DISCIPLINE: PROBATIONARY/POST PROBATIONARY EMPLOYEES

8.1 PROBATIONARY EMPLOYEES

- 8.1.1 The nine (9) month or six (6) month probationary period of an employee may be extended by the District. When the District extends the probationary period of an employee, the employee will be notified of the reason in writing or in the performance evaluation process. (2007)

8.2 DISCIPLINARY ACTIONS

- 8.2.1 The District shall not suspend without pay; demote or discharge a post-probationary employee as a disciplinary action without just cause.

8.3 PROGRESSIVE DISCIPLINE

- 8.3.1 The District and Association agree that progressive discipline is a constructive and advantageous method of dealing with problems involving post-probationary employee performance and misconduct. Progressive discipline assists the District in rectifying unsatisfactory performance and misconduct of a post-probationary employee by providing information as to the manner with which the problem can and must be corrected. Furthermore, it serves to provide fair notice to the post-probationary employee that failure to rectify unsatisfactory performance and misconduct will result in further disciplinary action. The principles of progressive discipline do not preclude a higher level of disciplinary action being taken on a first offense if the offense committed is

sufficiently serious to warrant such action, in the reasonable judgment of the District. (2007)

8.3.2 For post-probationary employees, including six (6) month probationary employees, the District agrees to adhere to the principles of progressive discipline in matters which require disciplinary action. Such actions may include written warnings and reprimands, suspension without pay, demotion and termination. (2007)

8.3.3 When an employee is performing unsatisfactorily and/or is engaging in misconduct that may lead to disciplinary action against the employee, the supervisor shall meet with the employee in an investigatory/due process meeting in order to discuss the allegations of unsatisfactory performance and/or misconduct. (2007)

Prior to a supervisor meeting with an employee for an investigatory/due process meeting the employee shall be informed they have the right to have an Association Representative present. When there are not exigent circumstances, the supervisor should inform the employee in writing. (2007)

In the event extraordinary circumstances are involved, as determined by the District, the employee may be placed on paid administrative leave/reassignment until the investigation is complete.

8.3.4 **Step I (Written Warning)**

- A. Upon completion of the investigation the supervisor shall meet with the employee to advise the employee of the decision to issue a Written Warning. The Written Warning is to be given to the employee by the supervisor and the employee may respond in writing to the warning and have the response attached. (2007)
- B. The Written Warning and the written response by the employee, if any, will be placed only in the employee's site file. (2007)
- C. This is an informal warning.
- D. An employee issued a Written Warning, who does not receive a subsequent Written Warning, Reprimand, or Suspension/Demotion for the same or related matter within a 24-month period shall not have the Written Warning referenced in future disciplinary proceedings and it shall be removed from the site file upon the employee's written request. Written Warnings issued for conduct related to violence or the threat of violence may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for four (4) years, and who has demonstrated s/he has overcome violent or threatening behaviors, may upon written request have it removed from his/her site file. (2007)

8.3.5

Step II (Written Reprimand)

- A. Upon completion of the investigation, the supervisor shall meet with the employee to advise the employee of the decision to issue a Written Reprimand. The Written Reprimand is to be given to the employee by the supervisor and the employee may respond in writing to the reprimand and have the response attached. (2007)
- B. A copy of the Written Reprimand, and the written response by the employee, if any, will be placed in the employee's personnel file. (2007)
- C. A reprimand form issued to an employee who has met the expected standards, and who has received no subsequent Written Warnings, Reprimands, or Suspension/Demotions for the same or related matter shall not be referenced and shall be removed from the employee's personnel file upon the employee's written request, anytime after thirty-six (36) months have elapsed from the original date of issue. Reprimands issued for conduct related misconduct that, in the discretion of the District, is serious may remain in an employee's personnel file and may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for four (4) years, and who has demonstrated s/he has overcome violent or threatening behaviors may, upon written request of the employee, have a Written Reprimand removed from his/her personnel file. (2007)

8.3.6

Step III (Suspension/Demotion)

- A. Upon completion of the investigation the supervisor shall meet with the employee to advise the employee of the decision for the suspension/demotion. A suspension/demotion letter is to be given to the employee by the supervisor and the employee may respond in writing to the suspension/demotion and have the response attached. (2007)
- B. A copy of the suspension/demotion letter, and the written response by the employee, if any, will be placed in the employee's personnel file. (2007)
- C. A suspension/demotion issued to an employee who has met the expected standards and who has received no subsequent Written Warnings, Reprimands, or Suspension/Demotions for the same or related matter shall not be referenced and shall be removed from the employee's personnel file, upon written request, any time after thirty-six (36) months have elapsed from the original date of issue. Suspensions/demotions issued for conduct related violence or the threat of violence may remain in an employee's personnel file and may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for five (5) years, and who has demonstrated s/he has overcome violent or

threatening behaviors may, upon written request of the employee, have a suspension/demotion removed from his/her personnel file. (2007)

8.3.7 Step IV (Termination)

- A. Upon completion of the investigation, the District shall inform the employee of the termination in writing.

8.4 APPEALS

8.4.1 Post-probationary employees who are suspended without pay, who are demoted or terminated as a disciplinary measure may appeal such action through the grievance procedure (see Article 7). (2007)

8.4.2 Probationary employees who are either serving their initial nine (9) month probationary period or a six (6) month probationary period in a new position, and any extension thereof, may not appeal disciplinary actions through the grievance procedure (see Article 7). (2007)

8.4.3 In the event the appeal reaches arbitration, the sole issue upon which the arbitrator is to render an opinion shall be whether or not there was just cause for the District to take the specific disciplinary action which was taken.

8.5 MISCELLANEOUS

8.5.1 Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive workdays shall constitute an abandonment of position and may be treated by the District as a resignation and the provisions of Articles 7 and 8 shall not apply.

8.5.2 Prior to noticing the employee of his/her separation under this section, the District will, with the exception of the initial nine (9) month probationary period employees, send a certified letter to the employee at his/her address of record advising of the District's intent to separate them unless they contact the District within six (6) calendar days from the date the letter was mailed. In the event the employee reports to work within the six (6) days, the District may still proceed with discipline, however, the action shall be subject to Articles 7 and 8 for post-probationary employees, as defined above.

**ARTICLE 9
SICK LEAVE AND OTHER LEAVES**

9.1 SICK LEAVE

9.1.1 General Provisions

9.1.1.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for leaves in this Article.

9.1.1.2 Sick leave is to be used only if the employee is unable to perform his/her duties. In instances where an administrator is concerned that inappropriate use of sick leave has occurred, verification of the employee's illness or disability, may be required in order to charge the absence to sick leave.

In the event of accident, injury, disability, or safety concerns, verification of the employee's fitness to return to work may be required by the District. The District may require an independent medical examination of the employee at the District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District.

- 9.1.1.3 Sick leave must be earned before it can be accrued and used. To be earned for any biweekly pay period, the employee must be in pay status (meaning on-the-job, and/or on paid vacation leave, sick leave, holiday leave, etc.).

9.1.2 **Accrual and Accumulation**

- 9.1.2.1 Employees will accrue sick leave at the rate of .058 hour of sick leave for each hour in pay status.

Examples:

A twelve (12) month employee paid over twenty-six (26) biweekly pay periods would accrue .058 per hour x 26 pay periods for approximately 15 days sick leave.

A ten (10) month employee paid over twenty-two (22) biweekly pay periods would accrue .058 per hour x 22 pay periods for approximately 12.76 days sick leave.

- 9.1.2.2 Employees who work less than eight (8) hours per day shall accrue sick leave on a proportional basis (i.e., a food service employee who works a six-and-one-half-hour (6-1/2) day would earn .58 days of sick leave per biweekly pay period - each sick leave day being six-and-one-half (6-1/2) hours).

- 9.1.2.3 Unlimited days of sick leave may be accumulated.

- 9.1.3 Upon separation, employees with at least ten (10) years of continuous service in Washoe County shall be entitled to payment for accumulated sick leave in accordance with Washoe County School District Regulation 4242.1. For purposes of this section, years of service shall include years of service in a non-bargaining unit ESP position. Regulation 4242.1 shall not be incorporated into this Agreement by references and thus shall not be subject to the grievance procedure. If an employee separates from the District and returns within three (3) years of the separation, said employee will be entitled to the restoration of their sick leave accruals that had not previously been paid out.

- 9.1.3.1 For purpose of this article, "separated" shall mean retired, resigned, or deceased.

- 9.1.3.2 Total monies available for this compensation shall be .00328 of total General Fund State Revenues as shown in the amended General Fund Budget approved by the Board during the calendar year the benefit will be distributed.

- 9.1.3.3 The rate of pay shall be as follows: 25% of the days of accumulated sick leave, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.
- 9.1.3.4 Checks for said unused sick leave will be distributed to the employee within 90 days after the close of the fiscal year in which the employee separates. Checks for said unused sick leave for the estate of deceased employees will be distributed to the estate as soon as possible after the employee's death.
- 9.1.3.5 Employees may purchase PERS Service Credit with this benefit.

9.2 LEAVE FOR SURGERY AND MEDICAL APPOINTMENTS

- 9.2.1 Use of accrued sick leave shall be allowed for surgery and/or medical appointments. An administrator/supervisor may require advance approval and/or a medical note from a physician.

Employees will make a reasonable effort to schedule medical appointments outside of their regularly scheduled workday. If this is not possible, employees will make a reasonable effort to schedule medical appointments at a time that will be least disruptive to the work location.

Employees will make a reasonable effort to schedule surgeries during the summer break or at a time that is least disruptive to the work location. Sick leave hours may be used, provided that the employee completes documentation in advance explaining the dates of the absence, the reason for absence, and that their supervisor has been made aware of the absence. The documentation will be submitted to the appropriate Human Resources Technician for approval before sick leave hours will be deducted. Employees who use sick leave during summer break or at a time that is least disruptive to the work location will have the same accruals and deductions made as other times during the year.

9.3 BEREAVEMENT LEAVE

- 9.3.1 Employees will be granted one (1) or more leaves of absence per year for bereavement of the immediate family. Not more than ten (10) consecutive days per occasion shall be allowed and leave will be deducted from sick leave. Immediate family shall mean: Mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half brother, half sister, grandchildren, grandparents, aunts and uncles, niece, nephew and stepchild and any person living in the immediate household of the employee. Request for extension of this leave shall be directed to the Superintendent. (2007)

9.4 FAMILY ILLNESS

- 9.4.1 Employees will be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days per year when unavoidably absent because of a serious accident or illness within the immediate family. Immediate family shall mean: Mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-

law, son-in-law, daughter-in-law, step parents, half brother, half sister, grandchildren, grandparents, aunts, uncles, niece, nephew and stepchild and any person living in the immediate household of the employee. Request for extension of this leave should be directed to the Superintendent. Verification of the illness from the attending physician may be required. (2007)

9.5 USE OF SICK LEAVE TO SUPPLEMENT WORKER'S COMPENSATION

- 9.5.1 Employees may use accrued sick leave to supplement worker's compensation benefits provided; however, the sick leave payments shall not exceed the difference between the employee's salary and the worker's compensation benefits. If sick leave is used to supplement worker's compensation benefits, approximately one-third (1/3) day of sick leave will be deducted from the employee's sick leave accrual.

9.6 CHILD-REARING LEAVE

- 9.6.1 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused by or attributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, an employee may have the option of charging such period of disability to her accrued sick leave.
- 9.6.2 An employee may be granted a child-rearing leave without pay not to exceed twelve (12) calendar months upon written application to the Board of Trustees submitted at least one (1) month prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate.
- 9.6.3 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.
- 9.6.4 No benefits shall accrue to the employee while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she worked the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.
- 9.6.5 In the event the female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the employee may continue her child-rearing leave.
- 9.6.6 Upon written application to the Board of Trustees, showing unusual and extenuating circumstances necessitating extended child-rearing leave, the Board of Trustees, at its discretion, may extend the leave for an additional period up to twelve (12) calendar months.
- 9.6.7 Adoption Leave shall be granted to an employee who has been employed in the District for twenty-seven (27) working months. The District shall be notified by the employee of the pending adoption as soon as the employee has applied for adoption. A leave shall commence no later than nine (9) months after the placement of the child in the home.
- 9.6.8 Three (3) months prior to the expiration of a child-rearing/adoption leave, the employee shall notify the District whether he/she plans to return to work.

- 9.6.9 Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee worked the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

9.7 PERSONAL LEAVE

- 9.7.1 Upon five (5) days advance notification to the supervisor, and with prior approval of the supervisor, one (1) day of personal leave shall be granted each year without deduction. In case of personal emergency, notice should be given as early as possible. The personal business must be such that it will not reflect adversely on the District.
- 9.7.2 Employees who have completed three (3) years of service will have two (2) days of personal leave, with the first day of personal leave under the same conditions as above. The second day shall be deducted from accumulated sick leave, provided the personal business cannot be taken care of outside the scheduled workday.
- 9.7.3 All personal leave shall require prior approval by the supervisor and cannot be used on the day before or the day after a scheduled holiday or break (fall, winter, spring). Personal leave cannot be requested during the first two (2) weeks and last two (2) weeks of the school year.
- 9.7.4 Upon reasonable prior notification in writing to the supervisor, an employee shall be granted one (1) day of personal leave per year without pay. Such authorization shall also be in writing. (2016)
- 9.7.5 District staffing needs, as well as emergency situations, may require denial of personal leave requests and/or rescheduling of approved personal leave dates. An example of an emergency is any situation that might threaten the life, safety, or health of employees, students, or the public, or that which might cause damage to any District facility.

9.8 JURY DUTY

- 9.8.1 All employees who are required to report for jury duty shall not have loss in pay due to such service. However, any jury pay received by the employee shall be remitted to the Business and Finance Department. An employee who reports for such service and is excused therefrom shall immediately contact the supervisor and report for work, if requested.

9.9 MILITARY LEAVE

- 9.9.1 Employees who must serve under orders in military programs shall have no loss of salary from the School District for required participation in such programs for up to fifteen (15) days per year.

9.10 SCHOOL BUSINESS LEAVE

- 9.10.1 Any employee requested or required to participate in a District sponsored activity, or meeting, which occurs during his/her work hours, shall do so without

loss of pay, unless the request clearly indicates participation is voluntary and no reimbursement will occur.

9.11 ASSOCIATION LEAVE

9.11.1 Upon reasonable prior notification in writing to the appropriate supervisor and administrator (to be forwarded to Human Resources), the President of the Association or the President's designee shall be granted up to thirty (30) days leave with pay to be used for Association business. The thirty (30) days shall be distributed among the separate bargaining units as the Association desires. Such leave may accumulate up to forty (40) days in any given year. An additional two (2) days may be used by the President or a designee with pay, however, the Association shall reimburse the District at the President's or designee's hourly rate for such time. Such leave may be taken in hourly increments.

9.11.2 The Association President shall be granted a two (2) year Leave of Absence with pay. At the end of those two years the Association President will be guaranteed to return to the same position and location he/she formerly held. If his/her position has been eliminated, the President shall be placed in a position as provided in 9.11.2 (a) below. The Association shall reimburse the District for all of the President's compensation and benefits costs, including salary, PERS, Medicare, unemployment, medical insurance, etc. The Association shall notify the District sixty (60) days prior to the commencement of the leave.

In the event the President serves a second consecutive two-year term, the President will be guaranteed the following:

The District will make every reasonable effort to return the President to the same position and location. If the position is not available, the President shall be returned to a similar position within the same "Occupational Series Group." If a similar position is not available within the same "Occupational Series Group," the President will be assigned a position based upon his/her qualifications.

If the President is returned to a position at a lower pay range, the President is guaranteed his/her former higher rate of pay for a period not to exceed one (1) year or until the employee is placed in a position at equivalent pay range to his/her former rate, whichever comes first.

In the event the President is returned to a position at a lower pay range than his/her former position, the District and the Association agree to equally share the cost of the difference in rate of pay between the lower pay range and the current rate of pay for his/her former position, not to exceed one year.

In the event the President serves more than two two-year terms, the President will be returned to a position based upon his/her qualifications. Furthermore, the President will be compensated at the rate of pay for that position and is not guaranteed the rate of pay as provided above in 9.11.2 (b) and (c).

9.12 LEAVE OF ABSENCE WITHOUT PAY

9.12.1 ESP employees may request in writing a leave of absence without pay for a specific period of time. Such leaves must be approved by the Chief Talent Officer or his/her designee. In the event a request is denied the employee will

be notified in writing as to the reason for denial. The employee may appeal denial of the leave request to the Superintendent. The Superintendent's decision is final.

Employees with less than six (6) months of service may not be granted a leave of absence without pay in excess of one (1) month.

Employees with more than six (6) months, but less than twelve (12) months of service, may not be granted a leave of absence without pay in excess of three (3) calendar months.

Employees with twelve (12) months or more of service may be granted a leave of absence without pay not to exceed twelve (12) calendar months. Any leave of absence of one (1) month or more shall not be counted towards the completion of any required probationary period.

Failure to return to work following a leave of absence shall be grounds for termination.

Employees on a leave of more than three (3) months are required to inform their administrative supervisors no later than two (2) months prior to the expiration of their leave, if they will or will not return to work. Notification must be in writing. Failure to provide written notification in accordance with this section will automatically forfeit the right of the employee to return and shall be considered a resignation. (2003)

An unauthorized absence for three (3) consecutive workdays following a leave of absence shall constitute a voluntary "quit" (resignation).

9.12.2 Employees regularly scheduled to work at least four (4) hours per day and twenty (20) hours per week may, with the supervisor's approval, be eligible for leaves as outlined in 9.12.1.

9.12.3 If an employee accepts a position resulting from the current incumbent taking a leave of absence, and the employee accepting the position does not receive a leave of absence from his/her position, and if the current incumbent returns to his/her previous position, the employee filling the position shall separate from the District and will have no rights under Article 14, Reduction In Force.

9.13 LEAVE OF ABSENCE FOR VOTING

9.13.1 Absence with pay may be granted by the appointing authority to allow employees time off to vote, pursuant to the provisions of NRS 293.463.

9.14 SICK LEAVE BANK

9.14.1 The sick leave bank is provided to assist ESP employees who are unable to perform the duties of their position because of catastrophic or life-threatening illness, or accident and which will require a lengthy convalescence, providing days are available in the sick leave bank.

9.14.2 In order for an employee to be eligible to participate in the sick leave bank, the employee must have been employed by Washoe County School District for a minimum of one (1) year of continuous service.

- 9.14.3 Employees interested in participating in the sick leave bank shall complete and submit a Sick Leave Bank Participation/ Authorization form to the Sick Leave Bank Committee of the Washoe Education Support Professionals (WESP) / Nevada State Education Association (NSEA).
- 9.14.3.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of October 1 through October 31.
- 9.14.3.2 Sick Leave Bank Participation/Authorization forms are available upon request from the Human Resources office or the WESP office.
- 9.14.4 Employees who enroll in the sick leave bank shall donate and have deducted from their own sick leave account one (1) day for the operation of the sick leave bank.
- 9.14.5 Employees participating in the sick leave bank shall continue their participation from year to year unless they notify the ESPs Sick Leave Bank Committee in writing during the open enrollment period of their intent to withdraw.
- 9.14.5.1 An employee who withdraws from the sick leave bank may not be reimbursed for sick leave days already contributed.
- 9.14.6 Employees who retire from the District may donate to the sick leave bank a maximum of one (1) unused sick leave day from their personal sick leave account. This donation is in addition to any other days contributed during the year.
- 9.14.7 If at any time during a fiscal year, the total number of hours in the sick leave bank is less than 480 hours, the ESPs Sick Leave Bank Committee will inform Human Resources and all sick leave bank participants that one (1) sick leave day will be deducted from their personal sick leave for operation of the sick leave bank. If an employee is unable to donate a sick leave day because the employee does not have a day to donate, the employee will have a day deducted as soon as a sick leave day is accumulated.
- 9.14.7.1 The circumstances that lead to this contribution shall constitute a waiver of the one-day limit specified in 9.14.4.
- 9.14.8 The total number of hours that may be utilized from the sick leave bank in one year is 3,500.
- 9.14.9 Hours not used will be carried over to the next year.
- 9.14.10 Only employees who have contributed to the sick leave bank are eligible to receive assistance from the sick leave bank.
- 9.14.11 Employees must exhaust all available appropriate leaves and compensatory time (if any) before they can become eligible to receive assistance from the bank.
- 9.14.12 Employees who enroll in the sick leave bank in October are not eligible for assistance from the bank until January 2. Employees who wish to apply for

assistance from the sick leave bank shall complete and submit a Sick Leave Bank Assistance Application to the ESPs Sick Leave Bank Committee. Sick Leave Bank Assistance Applications are available upon request from the Human Resources office or the WESP office.

- 9.14.12.1 The ESPs Sick Leave Bank Committee shall review the employee's sick leave bank application and sick leave account and usage.
- 9.14.12.2 Employees who participate in the sick leave bank shall allow the ESPs Sick Leave Bank Committee to review their sick leave account and usage.
- 9.14.13 The ESPs Sick Leave Bank Committee shall forward its decision to the Human Resources office. Responsibility for determining who shall receive assistance from the bank rests exclusively with the WESP's ESPs Sick Leave Bank Committee. The WESP holds the District harmless in the event of any action by an employee relative to use of the bank. The decision of the Committee is final and is not subject to review, complaint, or grievance.
- 9.14.14 An employee approved for assistance from the sick leave bank may be granted a maximum of sixty (60) days of sick leave per year.
- 9.14.15 An employee who receives sick leave from the sick leave bank is entitled to payment for that leave at a rate no greater than his/her current hourly rate of pay.
- 9.14.16 Any sick leave which an employee receives from the sick leave bank, which was not used at the time the catastrophic illness or accident ceased to exist or upon resignation or termination of the employment of the employee, shall be returned to the sick leave bank.

Sick Leave Bank days shall not be used for elective surgery.
- 9.14.17 An employee receiving assistance from the sick leave bank shall not accrue leave days.
- 9.14.18 If an employee is approved to receive assistance and the employee is receiving some form of compensation because of an industrial injury, each sick leave day granted will only equal the amount of compensation needed to offset the total amount of the employee's daily rate of pay.
- 9.14.19 Except for 9.14.2, the term "year" for purposes of this procedure shall be the time period of October 1 through September 30.
- 9.14.20 Employees enrolled in the sick leave bank, who transfer into a position which does not receive sick leave, will no longer be eligible for the sick leave bank and will have all sick leave days donated returned to the employee. If the employee previously received assistance from the sick leave bank, no sick leave days will be returned to the employee.
- 9.14.21 The District shall be responsible for tracking leave amounts in the Sick Leave Bank; that no more leave, without prior written approval from WCSD, will be granted after the Sick Leave Bank falls below 100 days or 800 hours whichever

is greater, WESP may request an accounting of the Sick Leave Bank no more than four times per year or in the event that WESP is notified that the Sick Leave Bank has fallen below 100 days or 800 hours.

9.15 ASSOCIATION VISITS

An Association Representative may meet with an employee. The conduct of such business shall be such as not to interfere with the performance of the employee's duties. The Association Representative will notify the appropriate site-level administrator and will inform the site-level administrator on his/her arrival in the building in order to facilitate the purpose of the visit.

9.16 SICK LEAVE CONVERSION TO VACATION LEAVE

9.16.1 Nine, Ten and Eleven month employees may convert sick leave into vacation leave once a year from September 1st to September 15th, to be used during the school year. A form will be available for the employee to complete and return to payroll by the deadline.

9.16.1.1 In order to be eligible for the conversion an employee must have a sick leave balance of 95 hours. Out of the sick leave balance the employee will only be able to convert one (1) week to vacation based on the number of hours the employee works, i.e. if employee works six (6) hours a day then only 30 hours can be converted to vacation.

9.16.1.2 Converted vacation days are to be used first before other accruals, please refer to 10.2.4.1 for utilization of vacation leave.

9.16.1.3 Conversion of these days must not exceed the employee's vacation leave accrual cap.

**ARTICLE 10
VACATIONS AND HOLIDAYS**

10.1 VACATION LEAVE: General Provisions

10.1.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for vacation.

10.1.2 For vacation leave to be earned, the employee must be in a pay status (meaning on-the-job, and/or on vacation leave, paid sick leave, holiday leave, etc.).

10.1.3 Vacation leave must be earned before it can be accrued and used.

10.1.4 Employees who work less than eight (8) hours per day shall accrue vacation leave on a proportional basis.

10.1.5 Reasonable consideration will be given to an employee's request for specified vacation dates. Requests for vacation time shall be approved by the employee's supervisor.

10.1.6 District staffing needs as well as emergency situations may require denial of vacation requests and/or rescheduling of approved vacation dates.

- 10.1.7 Employee vacation requests of two (2) days or less will be submitted to the employee's supervisor at least five (5) calendar days in advance. Employee vacation requests of three (3) days or more will be submitted to the employee's supervisor at least five (5) work days in advance. Vacation leave shall not be used by an employee in lieu of sick leave, except in cases of extreme emergency involving long-term illness or injury.

10.2 **VACATION LEAVE: Accrual and Accumulation**

- 10.2.1 Employees shall not have a vacation leave balance of more than the maximum amount of vacation leave days they can accrue over a two (2) year period. For example, if an employee accrues 20 days of vacation leave per year, the maximum amount of vacation leave days the employee is allowed to accumulate is 40.

Other than as specified in 10.2.2, employees are not allowed to accrue vacation leave days beyond the two (2) year maximum. In the event an employee's vacation leave balance exceeds the two (2) year maximum, the days accumulated above the two (2) year maximum will be eliminated from the employee's vacation leave balance.

Employees who have exceeded the two (2) year maximum vacation accrual as of the ratification of this Agreement, shall have until June 30, 2005, to reduce their vacation accrual to the maximum amount allowable under this Article. Employees who do not comply with this Article after June 30, 2005, shall have all vacation days that exceed the maximum amount eliminated from their vacation balance.

- 10.2.2 In unusual circumstances, earned vacation leave may be accumulated beyond the two (2) year maximum, provided the employee was unable to take vacation leave due to workload. In order to exceed the vacation leave maximum on accumulation, the employee must have requested vacation leave in sufficient time so that had the request been approved, his/her accumulated vacation leave would not have exceeded the two (2) year maximum.

10.2.3 **Accrual Rates:**

- 10.2.3.1 During the first three (3) years of service039 per hour.
- 10.2.3.2 During the fourth (4th) through tenth (10th) years of service058 per hour.
- 10.2.3.3 During the eleventh (11th) through fifteenth (15th) years of service070 per hour.
- 10.2.3.4 During the sixteenth (16th) year and thereafter of service077 per hour.

Examples:

A twelve (12) month employee working eight (8) hours per day and paid over twenty-six (26) biweekly pay periods would accrue in their first three (3) years, .039 per hour x 26 pay periods for approximately ten (10) days per year.

A ten (10) month employee working eight (8) hours per day and paid over twenty-two (22) biweekly pay periods would accrue in their first three (3) years, .039 per hour x 22 pay periods for approximately 8.58 days per year.

10.2.3.5 Examples Of Approximate Vacation Accruals (12 Month Employee)

<u>Length of Service</u>		<u>Vacation Days Accrued</u>
0 - 3 years	=	10 days
4 - 10 years	=	15 days
11 - 15 years	=	18 days
16+ years	=	20 days

10.2.4 **Vacation Leave:**

10.2.4.1 Employees who work less than 12 months will be encouraged to take vacation when school is not in session. Employees working less than 12 months are eligible to utilize vacation leave during break periods. For example: vacation leave may be utilized during summer, fall break, winter break, or spring break. If taken during the summer vacation time must be utilized immediately following the completion of the employee's work schedule. When vacation time is utilized in conjunction with Compensatory Time Off (CTO), the CTO must be utilized first.

Effective July 1, 2016, employees who work less than 12 months may use vacation time or compensatory time off on the day preceding or immediately following the December 25th and/or January 1st holiday in order to be paid for these holidays. (2016)

10.2.5 **Vacation Accrual:**

10.2.5.1 Only years of service in a position which accrued vacation leave will be credited towards the accrual rate as defined in 10.2.3 of this article.

10.3 **SCHEDULED HOLIDAYS**

10.3.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for the following scheduled holidays (pursuant to NRS 236 and any other federal or state guidance as it is developed):

<u>Holiday</u>	<u>Day/Date</u>
1. New Year's Day	January 1
2. Martin Luther King's Birthday	3rd Monday in January
3. President's Day	3rd Monday in Feb.
4. Memorial Day	Last Monday in May
5. Juneteenth National Independence Day	June 19
6. Independence Day	July 4
7. Labor Day	1st Monday in Sept.
8. Nevada Day	Last Friday in October

9. Veterans Day	November 11
10. Thanksgiving Day	4th Thursday in November
11. Family Day	4th Friday in November
12. Christmas Day	December 25

In order for an employee to receive pay for a holiday, an employee must be in a paid status, including vacation and CTO, for any portion of the day, the day preceding or following the holiday (unless the day following the holiday is the first scheduled day to return to work for the new academic school year, or the day preceding the holiday is the last scheduled day of work for the academic school year.) (2003)

Effective July 1, 2016, employees who work less than 12 months may use vacation time or compensatory time off on the day preceding or immediately following the December 25th and/or January 1st holiday in order to be paid for these holidays. (2016)

Examples: (1) A Library Assistant scheduled to begin work for the school year on the day following Labor Day would not be paid for Labor Day; (2) an employee whose last scheduled day of work precedes Memorial Day would not be paid for Memorial Day. (2003)

ARTICLE 11 WAGES AND INSURANCE

11.1 WAGE SCHEDULES

All employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit. If no designation is made by an employee, pay will be direct deposited on a pay card. The parties agree that the only information about an employee that can be shared by the District is what is allowable by statute.

11.1.1 Pay ranges for Supervisory and Non-Supervisory employees are included in the salary schedule(s) in Appendix C.

11.1.2 Effective on the date this Agreement is ratified, bargaining unit members shall receive a cost of living increase as follows:

FY 2024: Employees will receive an 13.2% cost of living increase;
FY 2025: Employees will receive a 2% cost of living increase;
FY 2026: Employees will receive a 2% cost of living increase, subject to the provisions of Article 11.1.3 and 11.1.4; and
FY 2027: Employees will receive a 2% cost of living increase, subject to the provisions of Article 11.1.3 and 11.1.4.

For those positions which are eligible, the District will pursue a match of the above cost of living increases for FY2024 and FY2025 from the State, which the District believes will be partially funded pursuant to legislation passed and signed in 2023 (Senate Bill 231) for school-based certified and support positions. This salary match will be in addition to the cost of living increases indicated above. Any salary match funded by the State and received by the District will be passed through to eligible employees upon full funding and approval and, thereafter, on a monthly basis, based on the number of budgeted eligible positions and the amount of reimbursement from the State.

The State's salary match is only funded for FY2024 and FY2025; therefore, any additional compensation funded through this State salary match program will end on June 30, 2025.

Special Education Aides and Assistants may be eligible for one-time recruitment or retention bonuses during the term of this Agreement. Special Education aides and assistants that hold such positions on the date that this Agreement is ratified, will be eligible for a retention bonus of \$1,500 if they remain employed as a Special Education aide or assistant through the end of the 2023-2024 school year. Special Education aides and assistants that earn the retention bonus for the 2023-2024 school year will be eligible for a second retention bonus of \$1,500 if they remain employed as a Special Education aide or assistant through the end of the 2024-2025 school year. The retention bonus payments will be paid in the final payroll cycle of each school year. A new hire or transfer employee who is employed by the District as a Special Education Aide or Assistant will be eligible to receive a one-time signing bonus of \$3,000. The new hire or transfer Special Education aide or assistant must sign a two (2) year recoupment or payback agreement with the District before he/she is eligible for the recruitment bonus.

An employee will only be eligible for either the retention bonus or the recruitment bonus, but not both.

- 11.1.3 For FY 2026 and FY 2027, the percentage increase of total General Fund revenues must be at least 100% greater than (i.e., twice) the cost of living increase indicated above in Article 11.1.2. This is based on the Final Budget or Amended Final Budget submitted to the State Department of Taxation by July 8 or, in the case of an Amended Final Budget, within 30 days of the end of the legislative session. If the growth in total General Fund revenues is not at least 100% greater than (i.e., twice) the cost of living increase indicated in Article 11.1.2 for FY 2026 and FY 2027, then the COLA will equal 50% of the percentage increase in total General Fund revenues.
- 11.1.4 In addition, in order to re-open negotiations for FY2026 and FY 2027, total General Fund revenues must increase from the prior year more than 5.00%. Total General Fund revenue is measured based on the Final Budget submitted to the State Department of Taxation by July 8 for FY 2027, or, for FY2026 the Amended Final Budget submitted to the State Department of Taxation within 30 days of the end of the legislative session. If the annual growth in total General Fund revenues is 5.00% or less, then sections 11.1.2 and 11.1.3 will remain in place.
- 11.1.5 During the term of this Agreement, if the District enters into a ratified collective bargaining agreement (which excludes, for example, subsequent arbitration decisions, , changes which affect compensation based on judicial or administrative agency findings or guidance, etc.) which provides the bargaining unit consisting of licensed staff members on the teacher's salary schedule with a Cost of Living Adjustment ("COLA") or general wage increase of more than one-half of one percent (0.5%) than the percentage increase provided in Article 11.1.2 of this Agreement in any fiscal year, then the District shall adjust the COLA in 11.1.2 of this Agreement so that it is equal to the increase provided to the bargaining unit consisting of licensed staff members on the teacher's salary schedule. Such adjustment shall be effective at the same time the COLA is granted to employees in the bargaining unit consisting of licensed staff members on the teacher's salary schedule. .

The critical consideration for agreement to this provision by the District is WESP's agreement to the terms of the CBA before any of the other units reached agreement with the District during Fiscal Year 2024. The determination of whether the one-half of one percent (0.5%) threshold is triggered shall explicitly not include the reallocation of cost savings, offsets, or revenue from sources outside of the District's general fund. Thus, for example, a COLA that is partially funded by weighted funds shall be subtracted by the amount of weighted funding.. The determination of whether the one-half of one percent (0.5%) threshold is triggered shall also explicitly not include adjustment to leaves, incentives, bonuses, cash-out of leave balances, pay for extra duties, slot/addenda pay, overtime, pay outside of contract days and other similar compensation. Further, the determination of whether the one-half of one percent (0.5%) threshold is triggered shall also be based exclusively on the information and calculations (including offset calculations) reasonably used/projected/relied upon by the District regarding the negotiations and/or its budget, and such reasonable amounts are not subject to challenge by WESP.

The District and the Association agree to the formation of a working group consisting of six members, three appointed by the Association and three appointed by WCSD, to review unit salary schedule, pay structure, and pay differentials. The working group shall provide recommendations no later than 3 months before the expiration of the ratified agreement between WESP and WCSD or shall provide alternative recommendations in the event a majority recommendation cannot be reached among the six members.

11.2

SALARY ADVANCEMENT

- 11.2.1 ESP employees hired prior to January 1 of any year will be eligible for a step increment on July 1. Those employees hired after January 1 of any year will be eligible for a step increment on July 1 of the following year.
- 11.2.2 If an employee is not recommended for a salary advance (step increase) within a pay range, such recommendation must be submitted in writing by June 1 to the Human Resources office with a copy to the employee. Such recommendation to defer the step increase must be supported by a statement describing the performance deficiencies. Within ten (10) days after notification the employee may request a review before his/her supervisor, the department head or his/her designee and an Association Representative to discuss the reason(s) for denial.
- 11.2.3 If an employee believes the recommended deferment of a step increase is unwarranted, he/she may seek a resolution of such action under Article 7.
- 11.2.4 Should the District have the need to hire a new employee at a step higher than Step 1 of the ESPs Salary Schedule the following will occur prior to the employee being hired:
 - 11.2.4.1 The District and the Association President, or his/her designee, shall meet within five (5) days to discuss the rationale for the placement and any concerns the Association may have with the placement. The District will consider the concerns of the Association and will notify the Association of its decision.

11.3 LONGEVITY BONUS

- 11.3.1 Employees who have completed twelve (12), thirteen (13), or fourteen (14) years of continuous service shall receive a longevity bonus of \$700 each year. Such bonus will be paid on the pay warrant following their anniversary date. ⁽²⁰¹¹⁾
- 11.3.2 Employees who have completed fifteen (15), sixteen (16), or seventeen (17) years of continuous service shall receive a longevity bonus of \$1,000 each year. Such bonus will be paid on the pay warrant following their anniversary date. ⁽²⁰¹¹⁾
- 11.3.3 Employees who have completed eighteen (18) years or more of continuous service shall receive a longevity bonus of \$1,100 each year. Such bonus will be paid on the pay warrant following their anniversary date. ⁽²⁰¹¹⁾
- 11.3.4 Longevity Scheduled (Based on Years Completed) to be effective July 1, 2006.
- | <u>Length of Service</u> | <u>Bonus Account</u> |
|--------------------------|----------------------|
| 12-14 years | \$700 |
| 15-17 years | \$1000 |
| 18+ years | \$1,100 |
- 11.3.5 Eligible employees who retire prior to their anniversary date shall have the amount of longevity bonus due pro-rated.

11.4 OVERTIME AND COMPENSATORY TIME

- 11.4.1 Overtime is defined as work in excess of forty (40) hours per work week. Work week is defined as any seven (7) consecutive day period commencing Saturday and ending the following Friday.
- 11.4.1.1 Holidays shall be counted as time worked for purposes of computing overtime and Compensatory Time Off (CTO)
- 11.4.2 All overtime and Compensatory Time Off (CTO) in lieu of paid overtime must be authorized in advance by the appropriate administrator.
- 11.4.2.1 An administrator will consider the desires of the employee in determining whether to award pay for overtime or CTO.
- 11.4.2.2 If accrued CTO cannot be granted during the three (3) month period immediately following the overtime performance, upon request by the employee, the earned CTO shall be paid. After nine (9) months, the earned CTO must be paid. Compensation shall be paid for such credited time at the employee's straight time hourly rate in effect at the time the CTO is paid.
- 11.4.2.3 Employees are eligible to utilize CTO during break periods. For example, CTO may be utilized during off track, summer, fall break, winter break or spring breaks. The CTO may be utilized during any break period and must be used immediately following completion of his/her work schedule. CTO must be

exhausted prior to vacation leave being used during break periods. (2007)

CTO may be utilized to supplement an employee's hours he/she works in a position during a break period, which is scheduled for less hours than his/her regularly scheduled position, for a maximum total of an employee's regularly scheduled work hours per day, not to exceed eight hours per day. If the employee's regularly scheduled position exceeds eight hours per day, CTO can only be used for a maximum of eight hours per day. (2021)

CTO cannot be used for the purpose of receiving Holiday pay as defined in 10.3.1 unless the CTO is utilized immediately following completion of an employee's work schedule. An employee requesting to use CTO must provide the appropriate timekeeper at his/her school or department with sufficient advanced notice to meet the payroll deadline.

- 11.4.3 All time worked in excess of an employee's regular work day or regular work week (except as provided in 11.4.5) will be paid at the straight time hourly rate or on an hour-for-hour basis, until the employee reaches forty (40) hours worked in that work week.
- 11.4.4 All time worked in excess of forty (40) hours in a work week will be paid at the rate of time-and-one-half (1-1/2) or credited as CTO on a one-and-one-half (1-1/2) hours off for each hour worked in excess of forty (40) hours. (2016)
- 11.4.5 An employee who performs two (2) or more different kinds of work, for which different straight time hourly rates are established, will be paid during the overtime hours at a rate not less than one and one-half times the straight time hourly rate established for the type of work s/he is performing during such overtime hours.
- 11.4.6 Overtime and compensatory time will be processed in accordance with the Fair Labor Standards Act (FLSA).
- 11.4.7 An employee, upon prior written approval by their supervisor may elect to work a modified schedule, so long as said modified schedule does not exceed the number of hours in their normally scheduled work week. Said employee will be entitled to overtime or Compensatory Time Off as set forth in 11.4.4. or 11.4.5. An employee may elect to return to their normal work week schedule upon notification in writing to his or her supervisor.

11.5 **HOLIDAY PAY**

- 11.5.1 An employee who is required to work on a regularly scheduled holiday shall be paid for the holiday plus time-and-one-half (1-1/2) for the hours worked on that day.

11.6 **CALL BACK PAY**

- 11.6.1 Any employee who is called back to work after completion of his/her regular shift with less than twelve (12) hours notice shall be paid from the time the employee arrives at the work location until the employee has completed his/her

task. The employee shall also receive call back pay of three (3) additional hours. Call back pay shall be paid at straight time.

- 11.6.2 If an employee is called back to work because of inefficiency or error in the performance of his/her responsibilities, appropriate discipline will be taken which may include not being paid the call back pay.

11.7 **CALL IN EARLY PAY** (2003)

Any employee who is called in to perform work early more than one (1) hour prior to the start of their scheduled shift, due to unforeseen circumstances, shall receive call in early pay of one and one-half (1 ½) additional hours. Call in early pay shall be paid at straight time.

11.8 **REPORT TO WORK PAY**

- 11.8.1 Should the employee be required to report to work and no work can be provided, then the employee shall be paid as provided for under NRS 391.180(7), if applicable, or for two (2) hours of work beyond the time actually worked, if any, if NRS 391.180(7) is not applicable.

For example, Mrs. A reports to work Monday morning, works two (2) hours and extensive storm damage forces closure of the building. Mrs. A receives pay for actual time worked plus two (2) hours. However, under no circumstances shall any employee be given report pay that exceeds his/her regular scheduled workday.

11.9 **TEMPORARY ASSIGNMENT PAY**

- 11.9.1 Employees may be temporarily assigned to fill a position at a higher job classification. If such assignment exceeds three (3) consecutive working days duration, and if the employee is to continue in the temporary assignment without a break, he/she shall then be reclassified to the higher classification for the balance of such temporary assignment.

- 11.9.2 **Emergency Labor Shortage Pay**

For critical needs situations regarding positions declared as emergency labor shortages by the District:

Should an employee be requested to and does work during his/her non-scheduled work time, the employee shall be paid at his/her current rate of pay provided he/she is working within the same grade.

Should an employee be requested to and does work in a higher paid position, the 3 day waiting period, under 11.9.1 above is not applicable and the employee shall be paid at the step closest to his/her current rate of pay based on the salary schedule grade for the higher paid position.

Should an employee be requested to and does work in a lower paying position, the employee shall be paid at the step closest to his/her current rate of pay based on the salary schedule grade for the lower paid position not to exceed the highest step for the lower grade position. (2007)

11.10 **MILEAGE ALLOWANCE**

- 11.10.1 In the event an employee covered hereunder is required to use his/her private transportation for school district business, the employee will be reimbursed at the rate set by the General Services Administration, to be adjusted effective July 1 of each year. Mileage will be calculated and paid for travel between work locations but shall not be paid for travel between the home or point of origin and the work location; or from the work location to the home or point of origin.

11.11 **GROUP INSURANCE**

- 11.11.1 Employees regularly scheduled to work at least five-and-one-half (5-1/2) hours per day or twenty-seven-and-one-half (27-1/2) hours per week are eligible for group insurance. In accordance with District policy, employees will begin receiving group insurance 90 calendar days after the first day of employment in a position that is eligible for group insurance. (2003)

- 11.11.2 The health insurance contributions by the District shall not exceed the following for Calendar Year 2023:

Medical Insurance (including any and all related insurances or coverages) -
\$694.40 per month per eligible employee and
GAP-\$14.80;

Dental Insurance - \$62.32 per month per eligible employee;

Vision Insurance - \$12.32 per month per eligible employee; and,

Life Insurance - \$14.56 per month per eligible employee.

11.12 **RETIREE SUBSIDY (2003)**

- 11.12.1 The District agrees to continue the current retiree subsidy program for those ESP employees who retired prior to the 2004-05 fiscal year subject to the provisions hereof. Beginning with the 2004-05 fiscal year, the District agrees to provide a retiree insurance subsidy program for ESP employees who retire from the District after fifteen (15) or more years of continuous service, provided that employees hired beginning July 1, 1999, and thereafter, will not be eligible for the retiree subsidy. Subject to the above provisions, individuals hired by the District into positions not covered by this Agreement (ESP positions scheduled to work less than four (4) hours per day), prior to July 1, 1999, and who are subsequently hired without a break in service into a position covered by this Agreement, shall be eligible for the retiree subsidy. The cost of such a subsidy shall not exceed .0013295 of the budgeted General Fund State Revenues as shown in the amended General Fund Budget approved by the Board during the calendar year the benefit will be distributed.. In recognition of the increase in the cost of providing an insurance premium subsidy to retirees and in order to continue to provide a subsidy while remaining within the above-referenced Cap, as well as allowing the retirees' subsidy percentage decrease to be phased in on a gradual basis, the current matrix and application of the Cap will be modified to reflect the following changes:

1. Effective fiscal year 2005-06 the matrix will remain the same, but all other eligible retirees shall receive a retiree subsidy limited to 28% of the monthly insurance premium payments beginning January 1, 2005.

- 2 (a) Effective fiscal year 2004-05, those eligible retirees who have previously received a subsidy of 60% or less shall receive a subsidy of at least 38% of the monthly insurance premium payment without regard to the Cap.
 - (b) Those eligible retirees who have previously received a subsidy of 80% shall receive a subsidy of 60% of the monthly insurance premium.
 - (c) Those eligible retirees who have previously received a subsidy of 100% shall receive a subsidy of 80% of the monthly insurance premium.
 - (d) If the Cap is not reached in providing the subsidy under 2(a), (b) and (c), above, then eligible retirees described in subsection (a) shall receive a subsidy of up to 40% until the Cap is reached.
3. Effective fiscal year 2005-06, the matrix shall cease to apply to all retirees and all eligible retirees shall receive the same subsidy regardless of income or time of retirement. As part of the negotiations for an Agreement covering fiscal years 2004-05, 2005-06, and 2006-07, and in order to have the decrease in the retirees' subsidy percentage be phased in on a gradual basis, the District agrees not to strictly enforce the Cap for the 2005-06 fiscal year and to provide a subsidy of at least 35% to all eligible retirees for the 2005-06 fiscal year. If the Cap is not reached with a 35% subsidy, then the District will pay up to a 40% subsidy until the Cap is reached for fiscal year 2005-06. Unless and until such a time as Section 11.12 is mutually re-negotiated and implemented for fiscal years following 2005-06, the Cap will be enforced, and all eligible retirees will receive the same subsidy.

11.13 **TOOL ALLOWANCE**

- 11.13.1 All employees in the Mechanic I, Assistant Mechanic, and Garage Service Attendant classifications who are required to provide their own tools will be provided a tool allowance of \$300. This allowance will be paid in July of each year and will be used for the upkeep and replacement of tools. (2003)

11.14 **ISOLATION ALLOWANCE**

- 11.14.1 The District agrees to continue the present isolation allowance to employees at Gerlach and Natchez. Employees at Gerlach shall receive \$700 per year, and employees at Natchez shall receive \$250 per year. Employees working less than 4.2 hours per day are not eligible for this allowance. (2003)

11.15 **HIGHLY QUALIFIED PROVISION**

- 11.15.1 To meet state and federal requirements as "highly qualified", an employee must have either forty-eight (48) college credits or have passed the PRAXIS ParaPro Assessment. Employees who are required by the District to meet the "highly qualified" state and federal requirements are eligible to take the PRAXIS ParaPro Assessment two (2) times at District expense.

In the event an employee who is required by the District to meet the "highly qualified" state and federal requirements is unable to meet the requirements, the District will assist the employee in securing a transfer to another District

position by notifying administrators who have openings that the employee meets the minimum qualifications for of the desire of the employee to transfer. The decision to select or not select the employee will be at the sole discretion of the administrator.

11.16 COMPENSATION FOR REQUIRED TRAINING

- 11.16.1 When requirements of an employee's job dictate that classes be taken to receive certification to meet the requirements of their job, said classes shall be paid for by the District or flex time may be worked out at the site/department. If classes are not offered, provided or made available during normal working hours, the District will compensate the employee their hourly wage for attending the required class outside their normal work hours or provide flex time at the site/department as approved by their supervisor, in accordance with the Fair Labor Standards Act. In addition, the District shall pay the training cost of said class. (2016)

ARTICLE 12 TRANSFER/PROMOTIONS

12.1 TRANSFER/PROMOTION PROCESS

- 12.1.1 When a new or existing ESP position scheduled to work more than 4.2 hours per day becomes vacant, Human Resources will first open the position to District employees only, provided the position has not been filled with a directed transfer. If the District fills a position with a directed transfer, the District will notify the Association prior to the directed transfer. Positions listed in 1.3, 4, and 5, of the Washoe County School District Human Resources office ESPs Transfer/ Promotion Procedure will be filled as outlined in that procedure.

12.1.1.1 Employees being promoted will be placed at the grade and step that permits an increase of no less than 4%.

12.1.1.2 Employees transferring to a position within the same salary grade will remain at their same grade and step.

12.1.1.3 Employees transferring to a position in a lower salary grade will be placed on the step closest to their current hourly rate of pay, not to exceed the maximum step of the new grade.

12.1.1.4 An employee transferring to a position in a different classification, or being promoted, will be placed in a six (6) month probationary period.

12.1.1.4.1 If during that six (6) month probation period an employee transfers to a position in a lower salary grade, their pay will revert to that grade and step closest to their previous hourly rate of pay.

12.1.1.4.2 If a new employee transfers to a position in a lower salary grade within the first nine (9) months of their employment, their pay will revert to that position's hourly rate of pay.

12.1.1.4.3 The provisions of 12.1.1.4.1 and 12.1.1.4.2 will not apply if an employee is involuntarily transferred by the District to a position in a lower salary grade. (2016)

12.1.1.5 In consultation with the supervisor, employees may be allowed a reasonable amount of time off with pay for District interviews.

12.2 AMERICANS WITH DISABILITIES ACT TRANSFER

12.2.1 In the case of an ESP employee approved for a reasonable accommodation under the Americans With Disabilities Act (ADA), the District may transfer the ESP employee into a new or existing position without opening the position to current Education Support Professional employees. The District will consult with the Association prior to transferring an ESP employee under this Section

ARTICLE 13 TRANSPORTATION ROUTE SELECTION

13.1 ROUTE SELECTION

13.1.1 The purpose of this Article is to provide an equitable approach for assigning "open" routes to bus drivers. Route selection procedure will be delineated in the "Team Members Handbook." (2011)

13.1.2 All bids will be awarded by seniority and at management's discretion based on experience, qualifications and performance. If a route is bid on and accepted, the driver will be required to remain on the route for at least sixty (60) working days. If the Department's administration determines that the driver cannot perform satisfactorily on the route, s/he will be placed on another route until s/he can successfully bid an "open" route. No driver will be allowed to bid on routes while on suspension. All routes may be subject to amendment up to forty (40) hours a week by adding additional work to the regularly scheduled route. (2011)

13.1.3 For the purposes of this Article only, seniority shall be calculated from the first day of independent driving without a break in service from the Transportation Department. A break in service is a separation from service from the Transportation Department for a period of one (1) year or more. During an approved leave of absence, seniority shall continue to accrue. (2021)

13.1 4 If an employee of the Transportation Department leaves District employment and then is reemployed within the Transportation Department the provisions of Article 14.1.6 shall apply for purposes of calculating seniority for route bidding.

ARTICLE 14 REDUCITON IN FORCE

14.1 REDUCITON IN FORCE PROCEDURE

14.1.1 Paraeducator Aides and employees who work less than 5 hours per day or less than twenty-five (25) hours per week are not covered by this article. Paraeducator Assistants are only subject to this article when a system-wide reduction in Paraeducator Assistants occurs.

- 14.1.2 The Association will be informed in writing of any pending reduction in force, reorganization or restructuring prior to the official notification of employees affected thereby, at the earliest date release of said information is authorized. The District will provide the Association with a written seniority list of the affected classification/department. The Association and the District shall meet to discuss the reasons for the reduction in force, the number and types of positions affected, and the approximate date the reductions will take place. The Association has five (5) days to make its views and recommendations known (in writing) to the Talent Office, concerning the implementation of such reduction in force. However, the District may proceed with the reduction in force at anytime after meeting with the Association.
- 14.1.3 In the event the District determines that the ESP employee staff must be reduced, the seniority date with Washoe County School District shall determine the order in which members of the two ESPs bargaining units shall be reduced, provided however, that no employee shall be replaced by another employee not qualified (in the District's opinion) for such classification nor shall one employee replace another if the latter employee is at a higher salary grade. An employee will first bump within his/her current classification, if possible, and then within his/her occupational series, if possible. If this is not possible, an employee in one occupational series may bump an employee in another occupational series if the employee is qualified (in the District's opinion) and has more WCSD experience in the specific position than the employee being bumped. Occupational series are defined in Appendix B.
- 14.1.4 Seniority or "seniority date" shall mean the most recent date of employment with the Washoe County School District.
- 14.1.5 In the event two (2) or more employees have the same seniority date, then seniority shall be determined by a lottery in which employees having the same seniority date shall draw lots in accordance with a procedure agreed upon by the Association and the District.
- 14.1.6 Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority date shall mean the first working day subsequent to the most recent break in service, if any.
- 14.1.7 All other conditions being equal, the seniority date shall prevail as the determining factor for purposes of a reduction in force and first right to rehire. An employee's seniority date for reduction in force and bumping purposes shall encompass all periods of service from the employee's last continuous employment date. Periods of separation may not be bridged to extend such service unless the separation is a result of a reduction in force in which bridging will be authorized if the employee is re-employed in his/her occupational series within the period of his/her reduction in force eligibility.
- 14.1.8 Leaves of absence shall not change the employee's seniority date.
- 14.1.9 The procedure for reducing positions shall be as follows:
- 14.1.9.1 The employee occupying the position being reduced shall bump the employee with the least District seniority. For example, if a school secretary position were being eliminated, the employee in this position would fill the school secretary position occupied by the employee with the least District seniority.

- 14.1.9.2 If a position in a specific office of a department were being eliminated and there were more than one position in the same classification in the office, the employee in the office with the least District seniority shall bump the employee with the least seniority in the District.
- 14.1.9.3 If an employee's position were being reduced, the employee shall bump the employee with the least District seniority who works the same or closest (based on a comparison of the annual salary and medical insurance premiums of the employee and the annual salary and medical insurance premiums if s/he were to bump into another position) to the same number of hours per day and months per year. This shall be determined based on comparing the annual salary of the employee with what the annual salary of the employee will be if s/he were to bump another employee. This process would continue until the least senior employee's position is reduced.
- 14.1.10 Whenever it is necessary for the District to implement a reduction in force due to lack of work or lack of funds pursuant to NRS 288.150, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions that otherwise would be terminated from the District. All layoffs are carried out in compliance with applicable laws and regulations. The following options will be considered prior to implementing a reduction in force:
- 14.1.10.1 Transferring employees whose positions are being eliminated into positions that are available at the time of the reduction based on retirements, resignations, leaves of absences, and new positions. The decision to utilize these options will be at the discretion of the District.
- 14.1.11 All employees terminated by a reduction in force, if eligible, shall be placed on a Re-employment Priority List for all positions in their occupational series for which they are qualified and available and which positions are not a higher level than previously held. All such employees must be given preference for rehiring in permanent positions for which they are qualified. Employees on the Re-employment Priority List will be notified of openings in order of highest District seniority. Names shall remain on the Re-employment Priority List for eighteen (18) months. In order for an employee's name to remain on the list, s/he must notify the District of his/her interest in remaining on the list, in writing, every six (6) months. However, refusal of a comparable position may result in removal from the Re-employment Priority List.
- 14.1.12 Employees who are re-hired with the District from the Re-employment Priority List will retain the vacation accrual rates and the amount of accrued sick leave they had when they were reduced.
- 14.1.13 New employees filling positions with any temporary funding source, such as one-year-only (or any other specified period of time) positions, grant funded positions, bond funded positions, will not be eligible for this article until after five (5) years of service with the District in the position. District employees transferring into such positions will be eligible for this article.

- 14.1.14 Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and/or employee classifications are deemed necessary, the following process would be followed: Both WESP's and APTA's disenfranchised/impacted employees, as identified by Human Resources, would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.
- 14.1.15 Disenfranchised employees, as identified by Human Resources, within that department, would only be eligible for this one-time opportunity to apply for vacancies created because of the reorganization/restructuring, and it's direct impact to them. Disenfranchised employees would be required to have applications submitted within the timeline provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

ARTICLE 15 DUES DEDUCTION

15.1 AUTHORIZATIONS - PROCEDURES

- 15.1.1 Upon appropriate written authorization from the employee, the District shall make biweekly Association dues deductions from the salary of the employee and make appropriate remittance to the Association.
- 15.1.2 The Association will provide the District with the enrollment forms and the amount to be withheld for employees who have voluntarily authorized the District to deduct Association dues. Changes in the amount to be withheld must be submitted in writing at least thirty (30) days prior to the date the change is to be effective. (2003)
- 15.1.3 Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the Association in accordance with the Association's Constitution Bylaws between July 1 and July 15 for that school year's dues. The Association will provide the District with the list of employees who have requested to have their dues deductions discontinued by August 15th, and the District will discontinue the dues deductions by the first full pay period in September. (2003)
- 15.1.4 Upon termination of an employee, the current month's dues will be deducted from the final check.
- 15.1.5 The District agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiations for wages, hours and working conditions, and other fringe benefits for its members.
- 15.1.6 The employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an employee who is in non-pay status during part of the pay period and whose wages are not sufficient to cover the full withholding, no Association dues

deductions shall be made. In this connection, all other required deductions have priority over Association dues.

15.2 INDEMNITY

15.2.1 The Association agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reasons of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.

15.2.2 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

**ARTICLE 16
SAFETY**

16.1 The District agrees to make reasonable efforts to continue providing safety equipment which, in the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.

16.2 The District further agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes and Federal Laws.

16.3 Except for employees that have been properly trained, employees shall not be required to search rooms, lockers, or other areas of a school facility for possible hazardous material.

16.4 When a supervisor must meet with an employee to discuss a serious safety issue, the employee is required to immediately meet and cooperate with the supervisor, even if an Association Representative is not available.

16.5 Employees within the Transportation Department shall have the right to report issues of safety; including but not limited to, the safety and maintenance of vehicles, disruptive students, assaults by students, and/or student infractions while being transported, to their respective supervisors in the Transportation Division, in addition to school administration.

**ARTICLE 17
PERIODS FOR MEALS AND REST**

17.1 An employee regularly scheduled to work seven (7) continuous hours or more shall be provided one (1) uninterrupted non-paid meal period of at least one-half (1/2) hour.

The meal period should, in so far as practicable, be in the middle of the scheduled work period.

With the concurrence of the supervisor, an employee may elect to forego his/her meal period.

17.2 An employee regularly scheduled to work seven (7) continuous hours or more shall be provided two (2) uninterrupted paid rest periods of at least ten (10) minutes. This is in addition to the uninterrupted non-paid period of at least one-half (1/2) hour.

An employee regularly scheduled to work four (4), five (5), or six (6) continuous hours shall be provided one (1) uninterrupted paid rest period of at least fifteen (15) minutes.

With the approval of the appropriate administrator, an employee may take informal rest periods in lieu of the formal uninterrupted rest period(s).

- 17.3 The time lunch and rest periods are scheduled will be determined by the supervisor, after consultation with the employee. (2016)
- 17.4 If an employee is required to work additional hours beyond their regularly scheduled contract hours, the employee shall be provided a paid break/rest period based on the additional hours. If an employee is scheduled to work an additional four (4) hours, the employee will be entitled to a ten (10) minute break/rest period. This should be taken during the additional work hours, preferably half-way point of the additional four (4) hours.

ARTICLE 18 USE OF FACILITIES

- 18.1 The Association shall have the right to use school mailboxes, interschool mail service, school e-mail, and Association bulletin boards for organizational material, provided that such material is clearly identified as Association material and the Association accepts the responsibility for such material.
- 18.2 The Association shall be allowed the use of school buildings for Association meetings so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific activities, and such use shall not involve additional or extra custodial services and/or other unusual expense to the District.

ARTICLE 19 WORK SCHEDULE CHANGES

- 19.1 In the event the work schedule of an employee must be changed for a regular or extended period of time (more than one (1) bi-weekly pay period), the administrative supervisor shall provide the employee with a minimum of ten (10) days advance notice. If ten (10) days advance notice is not possible, in order to provide coverage, the administrative supervisor shall seek qualified volunteers from employees in the department.

If a qualified employee in the department does not volunteer to work the administrative supervisor shall, based on the seniority of qualified (in the judgment of the administrative supervisor) employees, and beginning with the least senior employee, direct an employee in the department to provide needed coverage until the ten (10) days advance notice can be accomplished.

If there are no qualified employees or volunteers available to provide coverage prior to the ten (10) days notice, then the administrative supervisor shall direct the affected employee's work schedule be changed immediately.

Administrative supervisors shall make a good-faith effort to consider the hardship on an employee in the event less than ten (10) days advance notice is not possible.

ARTICLE 20 ADMINISTRATION OF AGREEMENT

- 20.1 Those schools with a plan for shared decision making, which has been approved by the Washoe County School District Board of Trustees as per Administrative Regulation 6000, may apply for variance of the negotiated agreement. The request for variance must be submitted

and approved by both the Superintendent and the WESP Board of Directors. Requests for variances must be submitted by May 1 preceding the school year in which the requested variance will take effect. All requests for variance must state the specific article of the agreement and explain what the school is considering that might violate this provision of the agreement. The request must also state the period of time for which the variance is needed. A variance may be granted for no more than one (1) year at a time. Schools wishing to renew the variance must reapply by May 1.

In order for a school to be considered for a variance, there must be certification that a majority of the school's ESP staff has approved the variance request. Such certification must be gathered through a secret ballot process conducted jointly by the Association building representatives and school administration.

This Article will not circumvent the grievance/complaint procedure.

ARTICLE 21 EMPLOYEE PROTECTION

- 21.1 The School Trustees shall provide for the legal defense of an employee in accordance with NRS 391.271.
- 21.2 Employees shall immediately report cases of assault either suffered by them or for which they may be responsible, and which occurred in connection with their employment.
- 21.3 An employee, while acting within the course of his/her duties as such, may use such force as is reasonable and necessary to protect himself/herself or others from bodily harm or damage to property; or to quell a disturbance threatening physical injury; or to obtain possession of weapons or other dangerous objects upon the person of or within the control of the pupil.

ARTICLE 22 GENERAL SAVINGS CLAUSE

- 22.1 In the event that any provisions of the Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction and said decisions become final, then such provision or application will not be deemed valid and subsistent except to the extent permitted by law. However, all other provisions or applications will continue in full force and effect. The parties will meet not later than twenty (20) days after any such holding becomes final for the purpose of re-negotiating or considering the provision(s) affected.

ARTICLE 23 TERM OF AGREEMENT

23.1 LENGTH OF AGREEMENT

- 23.1.1 This Agreement shall be effective as of the first day of July, 2023, and shall remain in effect until the 30th day of June, 2027, and shall continue from year to year thereafter unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours and conditions of employment hereof.

23.2 NEGOTIABILITY

- 23.2.1 The parties also agree that any subjects where negotiability may be challenged that are ultimately determined to be mandatory topics for negotiation, may be reopened after either party has exhausted all avenues of judicial review,

provided however, that written notification of intent to reopen is given prior to February 15 for any proposed changes to be effective on July 1.

23.3 **WAGE CHANGES**

23.3.1 Two-year agreement with the following compensation and benefit increases:

2021-2022 – The salary schedule will be restructured retroactive to July 1, 2021. Grade 12 will be eliminated and a Grade 29 will be added. Steps 1 and 2 of the salary schedule will also be reinstated, consistent with Nevada Revised Statutes governing minimum wage. All bargaining unit members will be moved up one grade and placed on the step with the next-highest dollar amount to their current grade and step. The District will also commit up to 2.8% for step movement.

The District will pay all bargaining unit member's increased cost for the employee portion of health insurance premium beginning in January 2021, if any.

2022-2023 – Effective July 1, 2022 the District will provide a cost-of-living increase of 1.0% on the salary schedule in Appendix C along with committing up to 2.8% for step movement for a total of up to 3.8%.

The District will pay all bargaining unit members' increased cost for the employee portion of health insurance premium beginning in January 2022, if any.

23.4 **RATIFICATION**

Ratified by the:

Washoe County School District (WCSD) Board of Trustees on:

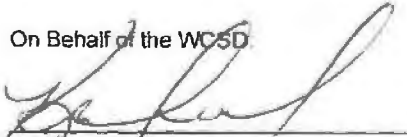
DATE: October 10, 2023

Ratified by the:

Washoe Education Support Professionals (WESP)/Nevada State Education Association (NSEA) on:

DATE: September 30, 2023


On Behalf of the WCSD


Kristen McNeill, Ed.D
Interim Superintendent

Date

12/22/2023

On Behalf of the WESP


Brian Lee
NSEA President

Date

12-22-23

APPENDIX A

SUPERVISORY BARGAINING UNIT¹

Accounts Payable Supervisor	Transportation Safety Supervisor
Carpenter Shop Supervisor	Transportation Site Supervisor
Computer Operator	Transportation Training Supervisor
Technology Training Supervisor	Upholsterer
Electrician II	Warehouse Supervisor
Environmental Assessment Technician II	Warehouse Worker/Driver II
Equipment Operator I, II	
Fleet Maintenance Coordinator	
Groundskeeper II	
Groundskeeper Supervisor	
HVAC Shop Supervisor	
Housekeeping Field Supervisor	
Housekeeping Training Supervisor	
Lead Custodian I	
Lead Custodian II	
Lead Electronic Technician	
Lead Nutrition Worker	
Mail Clerk II	
Mechanic II	
Mentor Program Coordinator	
Nutrition Services Appliance Technician II	
Nutrition Services Appliance Technician Supervisor	
Nutrition Services Assistant Manager II	
Nutrition Services Assistant Supervisor	
Nutrition Services Banquet Manager	
Nutrition Services Center Kitchen Manager	
Nutrition Services Center Production Facilities Supervisor	
Nutrition Services Field Supervisor	
Nutrition Services Manager I	
Nutrition Services Manager II	
Nutrition Services Supervisor	
Offset Machine Operator II	
Operations/Transportation Field Supervisor	
Painter II	
Paint Shop Supervisor	
Plumber II	
Preventive Maintenance & Assessment Supervisor	
Print Shop Supervisor	
Remodel Supervisor	
Risk Management Technician	
Site Facilities Coordinator I	
Site Facilities Coordinator II	
Site Facilities Coordinator III	
Systems Analyst	

¹ Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

NON-SUPERVISORY BARGAINING UNIT¹

Account Clerk I	Early Childhood Specialist (COW)
Account Clerk II	Electrician I
Account Clerk Trainee	Electronic Systems Technician
Accountability Technician	Electronic Technician, Audio-Visual
Account Technician	Electronic Technician, Photocopiers
Administrative Investigator	Electronic Technician, Video Systems
Administrative Secretary	Electronic Technician, Word Processors/Typewriters
Administrative Secretary	Environmental Assessment Technician I
Administrative Administrative	Equipment Operator I, II, III
Assistant Carpenter	Equipment Services Technician
Assistant Mechanic	Family Advocate I, II
Assistant Upholsterer	Fuel Island Attendant
Attendance Officer	Fleet Maintenance Technician
Audio Visual Media Technician	Groundskeeper I
Audio Visual Technician	Home Educator Advocate/Title I/Even Start
Audit Clerk	Homeless Liaison – Title I
Bindery Machine Operator	HVAC Systems Control Technician
Bond Program Controller	Internet Services Technician
Building Inspector	Irrigation Systems Maintainer
Bus Driver	Job Developer/Coach-Special Education
Bus Driver – Instructor/Evaluator	Library Assistant I
Bus Driver – Special Education	Library Assistant II
Buyer I	Library Associate I
Buyer II	Library Associate II
Campus Supervisor	Locksmith
Carpenter	Mail Clerk I
Case Manager	Maintenance Technician I, II
Central Services Liaison	Mechanic I
Certified Occupational Therapy Technician	Mechanical Technician
Clerical Aide	Musical Instrument Technician
Clinical Aide	Network Analyst
Clinical Assistant	Network Support Analyst
Senior Software Developer	Nutrition Service Appliance Technician I
Communications & Records Manager	Nutrition Service Computer Technician
Computer Assistant	Nutrition Service Computer Technology Trainer
Computer Operator	Nutrition Service Dishwasher
Computer Operator Testing/Evaluation	Nutrition Service Elementary Manager
Computer Support Specialist	Nutrition Service Kitchen Manager
Technology Trainer	Nutrition Service Inventory Control Technician
Custodian	Nutrition Service Worker I
Data Analyst	Nutrition Service Worker Assistant
Data Analyst-Webregistration	Offset Machine Operator I
Data Coordinator	Offset Machine Operator Trainee
Delivery/Receiver Worker	Painter I
Demographic/GIS Technician	Parent Involvement Facilitator – Title I
Desktop Technician	Plumber I
Desktop Specialist	Preventive Maintenance Technician
Technical Services Specialist	Program Facilitator
Network Administrator	Program Services Technician I
Dining Room Chef/Manager	Program Services Technician II
Dispatch Technician I, II	Property Control Technician

Dispatch Technician Assistant
Districtwide Grounds Maintainer
CAD Designer

Pupil Transportation Assistant
Records & Documents Technician
Regulated Systems Specialist

¹Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4. Appendix A2

NON-SUPERVISORY BARGAINING UNIT¹

Remodel Shop Technician
 Roofing Technician
 School Bookkeeper
 School Police Dispatch Technician I
 High School Registrar
 Administrative Secretary
 Secretary
 Middle School Registrar
 Clerical Aide
 Library Assistant II
 Administrative Assistant
 Administrative Assistant-Magnet HS
 Site Coordinator (21st Century)
 Small Engine Mechanic
 Software Support Specialist
 Specialized Health Care Technician
 Special Program Coordinator
 Special Project Coordinator
 Special Project Coordinator – STOP
 Speech Pathologist Technician
 Storekeeper I, II
 Structured Cabling Specialist
 Program Services Technician II
 Secretary
 Clerical Aide
 Systems Analyst
 Systems Applications Programmer
 Paraeducator Aide I
 Paraeducator Aide/Hearing Impaired
 Paraeducator Aide/Special Education
 Paraeducator Assistant I
 Paraeducator Assistant-SMPBC
 Telecommunications Support Specialist
 Translation Specialist/ESL
 Transportation Instructor/Evaluator
 Tutorial Aide-Title IX
 Typesetter/Graphic Artist
 Senior Software Developer
 Warehouse Worker
 Warehouse Worker/Driver I
 Warehouse Worker/Mail Clerk
 Welder
 Wellness Coordinator

¹Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

APPENDIX B

APPENDIX B

OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Accounting	Account Technician	20
	Accountability Technician	20
	Account Clerk II	18
	Account Clerk I	17
	Audit Clerk	19
	Account Clerk Trainee	15
Audio Visual-Film Library	Audio Visual Specialist	25
Building/Boiler Maintenance	Regulated Systems Specialist	25
	HVAC Shop Supervisor	25
	Preventive Maintenance & Assessment Supervisor	27
	Building Inspector	23
	HVAC Systems Control Technician	26
	Mechanical Technician	22
	Environmental Assessment Technician II	23
	Roofing Technician	24
	Environmental Assessment Technician I	21
	Maintenance Technician II	20
	Preventative Maintenance Technician	18
	Maintenance Technician I	19
Carpentry	Carpenter Shop Supervisor	25
	Carpenter	21
	Assistant Carpenter	19
Clerical-Secretarial	Administrative Assistant	21
	Program Services Technician	21
	Administrative Secretary	20
	Administrative Secretary	20
	School Bookkeeper	20
	High School Registrar	20
	Secretary	18
	Clerical Aide	16
	Library Assistant II	19
Custodial	Housekeeping Field Supervisor	24
	Site Facilities Coordinator III	22
	Lead Custodian II	19
	Site Facilities Coordinator II	21
	Lead Custodian I	19
	Site Facilities Coordinator I	19
	Custodian	15

Appendix B

OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Information Systems	Senior Software Developer	27
	Internet Services Technician	33
	Systems Analyst	27
	Network Analyst	27
	Systems Applications Programmer	30
	Network Administrator	24
	Structured Cabling Specialist	28
	Technical Services Specialist	23
	Data Analyst	24
	Computer Support Specialist	22
	Desktop Specialist	21
	Technology Trainer	22
	Software Support Specialist	22
	Telecommunications Support Specialist	21
	Computer Operator: Testing/Evaluation	19
	Desktop Technician	20
	Computer Operator	21
Electronic	Equipment Shop Supervisor	26
	Electrician II	23
	Electronic Systems Technician	24
	Lead Electronic Technician	26
	Data Analyst	24
	Electronic Technician-Audio Visual	23
	Electronic Technician-Photocopiers	22
	Electronic Technician-Video Systems	23
	Electronic Technician-Word Processors/Typewriters	21
	Musical Instrument Technician	21
	Electrician I	22
	Equipment Service Technician	18
Groundskeeping	Groundskeeper Supervisor	25
	Equipment Operator II	19
	Equipment Operator I	18
	Welder	20
	Equipment Operator I	18
	Groundskeeper II	18
	Irrigation Systems Maintainer	19
	Small Engine Mechanic	19
	Groundskeeper I	17
Mechanical	Fleet Maintenance Coordinator	27
	Mechanic II	27
	Mechanic I	25
	Assistant Mechanic	20
	Fleet Maintenance Technician I	17
	Fuel Island Attendant	16

APPENDIX B

OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Nutrition Services	NS Center Production Facilities Supervisor	28
	Nutrition Services Supervisor	25
	Nutrition Services Inventory Control Technician	24
	Nutrition Services Assistant Supervisor	21
	Nutrition Services Center Kitchen Manager	19
	Nutrition Services Field Supervisor	19
	Nutrition Services Banquet Manager	18
	Nutrition Services Manager II	19
	Nutrition Services Manager I	18
	Dining Room Chef/Manager	14
	Lead Nutrition Services Worker	17
	Nutrition Services Assistant Manager II	16
	Nutrition Services Computer Technology Trainer	13
	Nutrition Services Elementary Manager	15
	Nutrition Services Dishwasher	12
	Nutrition Services Worker I	14
Painting	Painter II	20
	Painter I	20
Plumbing	Plumber II	22
	Plumber I	21
Printing	Print Shop Supervisor	21
	Offset Machine Operator II	20
	Typesetter/Graphic Artist	19
	Offset Machine Operator I	18
	Offset Machine Operator Trainee	15
	Bindery Machine Operator	15
School Secretaries	Administrative Secretary	20
	Administrative Secretary - Magnet HS	20
Storekeeping	Storekeeper II	19
	Storekeeper I	17
Transportation- Bus Drivers	Bus Driver/Instructor-Evaluator	BD/IE
	Bus Driver/Special Education	BD/SE
	Bus Driver	BD
Transportation	Transportation Site Supervisor	24
	Transportation Safety Coordinator	23
	Transportation Training Supervisor	23
	Dispatch Technician II	21
	Dispatch Technician I	20
	Transportation Instructor/Evaluator	20
	Dispatch Technician Assistant	18
	Pupil Transportation Assistant	14

Appendix B3

APPENDIX B

OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Warehouse	Warehouse Supervisor	23
	Warehouse Worker/Driver II	19
	Warehouse Worker/Driver I	17
	Warehouse Worker/Mail Clerk	16
	Delivery/Receiver Worker	11

Appendix B4

OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Single Classifications	Systems Analyst	27
	Audio Visual Technician	18
	Wellness Coordinator	26
	CAD Designer	25
	Buyer II	23
	Nutrition Service Appliance Technician II	25
	Special Program Coordinator	21
	Upholsterer	22
	CAD Designer	25
	Administrative Investigator	23
	Central Services Liaison	23
	Special Projects Coordinator-STOP	23
	Buyer I	21
	Nutrition Service Appliance Technician I	22
	Program Services Technician II	21
	Property Control Technician	19
	Specialized Health Care Technician	22
	Case Manager	21
	Library Associate II	21
	Locksmith	20
	Mentor Program Coordinator	21
	Records & Documents Technician	21
	Special Projects Coordinator	21
	Program Services Technician I	19
	School Police Dispatch Technician I	20
	Assistant Upholsterer	19
	Attendance Officer	21
	Library Associate I	20
	Translation Specialist/ESL	22
	Library Assistant II	19
	Mail Clerk II	16
	Campus Supervisor	16
	Family Advocate I	16
	Mail Clerk I	15
	Parent Involvement Facilitator-Title I	17
	Library Assistant I	17
	Clinical Aide	17
	Paraeducator Aide/Hearing Impaired	15
	Paraeducator Aide/Special Education	13
	Pupil Transportation Assistant	14
	Paraeducator Aide	12

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Single Classifications	Special Assistant-SMPBC	18
	Paraeducator Assistant I	16
	Computer Assistant	17

APPENDIX C

**Washoe County School District
Education Support Professionals (ESP) Schedule with Steps Schedule A 2023-2024**

PERS Increase = -1.875% Salary Reduction

Negotiated Salary Increase = 13.2%

Retroactively Effective 7/2023

Hourly - Schedule A																		
Grade	Minimum								Midpoint								Maximum	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
29	\$40.73	\$41.88	\$43.07	\$44.36	\$45.62	\$46.92	\$48.28	\$49.59	\$51.03	\$52.48	\$54.01	\$55.56	\$57.11	\$58.75	\$60.43	\$62.15	\$63.91	\$65.74
28	\$37.51	\$38.58	\$39.68	\$40.82	\$41.97	\$43.14	\$44.41	\$45.68	\$46.97	\$48.30	\$49.65	\$51.10	\$52.62	\$54.05	\$55.59	\$57.17	\$58.80	\$60.46
27	\$34.50	\$35.49	\$36.50	\$37.53	\$38.57	\$39.70	\$40.84	\$42.01	\$43.20	\$44.44	\$45.72	\$47.00	\$48.33	\$49.68	\$51.13	\$52.56	\$54.08	\$55.63
26	\$31.73	\$32.65	\$33.58	\$34.54	\$35.53	\$36.53	\$37.57	\$38.62	\$39.72	\$40.87	\$42.04	\$43.24	\$44.48	\$45.76	\$47.02	\$48.37	\$49.74	\$51.18
25	\$29.21	\$30.03	\$30.89	\$31.75	\$32.67	\$33.60	\$34.57	\$35.56	\$36.56	\$37.62	\$38.68	\$39.77	\$40.92	\$42.10	\$43.30	\$44.57	\$45.82	\$47.11
24	\$26.86	\$27.62	\$28.40	\$29.18	\$30.05	\$30.91	\$31.82	\$32.71	\$33.62	\$34.59	\$35.59	\$36.59	\$37.64	\$38.71	\$39.79	\$40.96	\$42.12	\$43.31
23	\$24.69	\$25.40	\$26.13	\$26.90	\$27.67	\$28.42	\$29.22	\$30.09	\$30.96	\$31.85	\$32.76	\$33.69	\$34.64	\$35.64	\$36.63	\$37.68	\$38.77	\$39.86
22	\$22.75	\$23.40	\$24.06	\$24.71	\$25.45	\$26.16	\$26.92	\$27.69	\$28.46	\$29.26	\$30.11	\$30.98	\$31.88	\$32.78	\$33.72	\$34.66	\$35.67	\$36.68
21	\$20.94	\$21.53	\$22.15	\$22.76	\$23.42	\$24.08	\$24.73	\$25.48	\$26.18	\$26.94	\$27.71	\$28.48	\$29.28	\$30.12	\$31.01	\$31.91	\$32.82	\$33.76
20	\$19.24	\$19.80	\$20.35	\$20.93	\$21.54	\$22.16	\$22.76	\$23.44	\$24.09	\$24.78	\$25.50	\$26.26	\$26.96	\$27.76	\$28.53	\$29.33	\$30.18	\$31.04
19	\$17.70	\$18.20	\$18.72	\$19.28	\$19.83	\$20.38	\$20.96	\$21.56	\$22.20	\$22.79	\$23.46	\$24.10	\$24.79	\$25.50	\$26.27	\$26.98	\$27.77	\$28.55
18	\$16.30	\$16.78	\$17.24	\$17.70	\$18.21	\$18.75	\$19.29	\$19.84	\$20.40	\$20.99	\$21.59	\$22.21	\$22.81	\$23.49	\$24.15	\$24.84	\$25.54	\$26.27
17	\$15.00	\$15.43	\$15.86	\$16.30	\$16.80	\$17.26	\$17.72	\$18.24	\$18.78	\$19.31	\$19.86	\$20.42	\$21.01	\$21.61	\$22.23	\$22.82	\$23.48	\$24.17
16	\$14.25	\$14.65	\$15.07	\$15.47	\$15.89	\$16.35	\$16.83	\$17.30	\$17.77	\$18.33	\$18.84	\$19.36	\$19.91	\$20.46	\$21.07	\$21.66	\$22.29	\$22.92
15	\$13.11	\$13.47	\$13.86	\$14.25	\$14.65	\$15.08	\$15.49	\$15.92	\$16.38	\$16.86	\$17.32	\$17.83	\$18.36	\$18.87	\$19.38	\$19.96	\$20.52	\$21.11
14	\$12.03	\$12.37	\$12.72	\$13.10	\$13.46	\$13.86	\$14.25	\$14.66	\$15.09	\$15.50	\$15.92	\$16.38	\$16.86	\$17.32	\$17.83	\$18.36	\$18.88	\$19.43
13	\$11.09	\$11.41	\$11.73	\$12.06	\$12.38	\$12.75	\$13.11	\$13.48	\$13.88	\$14.27	\$14.67	\$15.10	\$15.51	\$15.93	\$16.40	\$16.87	\$17.34	\$17.83

**Washoe County School District
Education Support Professionals (ESP) Schedule with Steps Schedule B and Hourly 2023-2024**

Negotiated Salary Schedule Increase = 13.2%

Retroactively Effective 7/2023

Hourly - Schedule B*																		
Grade	Minimum				Midpoint				Maximum				Maximum					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
29	\$48.25	\$49.62	\$51.04	\$52.51	\$53.96	\$55.54	\$57.12	\$58.74	\$60.41	\$62.15	\$63.92	\$65.72	\$67.63	\$69.54	\$71.52	\$73.58	\$75.70	\$77.84
28	\$44.42	\$45.69	\$46.99	\$48.33	\$49.71	\$51.11	\$52.57	\$54.04	\$55.62	\$57.17	\$58.81	\$60.49	\$62.19	\$63.97	\$65.79	\$67.66	\$69.60	\$71.58
27	\$40.84	\$42.01	\$43.21	\$44.42	\$45.69	\$47.01	\$48.35	\$49.74	\$51.14	\$52.60	\$54.08	\$55.65	\$57.21	\$58.84	\$60.54	\$62.24	\$64.00	\$65.83
26	\$37.57	\$38.65	\$39.74	\$40.87	\$42.04	\$43.25	\$44.48	\$45.72	\$47.05	\$48.38	\$49.79	\$51.20	\$52.64	\$54.13	\$55.68	\$57.28	\$58.91	\$60.57
25	\$34.56	\$35.54	\$36.56	\$37.62	\$38.68	\$39.78	\$40.91	\$42.11	\$43.30	\$44.52	\$45.82	\$47.11	\$48.44	\$49.84	\$51.26	\$52.72	\$54.22	\$55.77
24	\$31.79	\$32.69	\$33.61	\$34.59	\$35.58	\$36.60	\$37.67	\$38.73	\$39.80	\$40.96	\$42.14	\$43.32	\$44.54	\$45.85	\$47.14	\$48.46	\$49.86	\$51.28
23	\$29.26	\$30.09	\$30.95	\$31.82	\$32.75	\$33.67	\$34.63	\$35.61	\$36.65	\$37.71	\$38.78	\$39.87	\$41.05	\$42.19	\$43.40	\$44.66	\$45.94	\$47.24
22	\$26.94	\$27.70	\$28.49	\$29.31	\$30.11	\$30.97	\$31.85	\$32.81	\$33.69	\$34.66	\$35.65	\$36.69	\$37.73	\$38.80	\$39.91	\$41.08	\$42.25	\$43.45
21	\$24.77	\$25.47	\$26.21	\$26.96	\$27.72	\$28.52	\$29.32	\$30.17	\$31.03	\$31.89	\$32.82	\$33.73	\$34.68	\$35.70	\$36.72	\$37.77	\$38.86	\$39.96
20	\$22.80	\$23.46	\$24.11	\$24.80	\$25.48	\$26.22	\$26.98	\$27.75	\$28.54	\$29.35	\$30.19	\$31.05	\$31.95	\$32.86	\$33.81	\$34.75	\$35.74	\$36.77
19	\$20.98	\$21.58	\$22.19	\$22.82	\$23.47	\$24.15	\$24.81	\$25.53	\$26.26	\$27.01	\$27.77	\$28.55	\$29.36	\$30.21	\$31.06	\$31.97	\$32.90	\$33.82
18	\$19.28	\$19.82	\$20.39	\$20.96	\$21.60	\$22.20	\$22.83	\$23.49	\$24.17	\$24.84	\$25.54	\$26.29	\$27.03	\$27.79	\$28.61	\$29.42	\$30.24	\$31.10
17	\$17.75	\$18.25	\$18.76	\$19.31	\$19.87	\$20.42	\$20.99	\$21.61	\$22.23	\$22.86	\$23.51	\$24.19	\$24.87	\$25.58	\$26.30	\$27.07	\$27.82	\$28.63
16	\$16.86	\$17.33	\$17.83	\$18.33	\$18.81	\$19.36	\$19.91	\$20.48	\$21.08	\$21.69	\$22.31	\$22.91	\$23.57	\$24.25	\$24.95	\$25.65	\$26.38	\$27.13
15	\$15.50	\$15.94	\$16.39	\$16.87	\$17.34	\$17.84	\$18.34	\$18.83	\$19.39	\$19.95	\$20.51	\$21.11	\$21.73	\$22.33	\$22.98	\$23.64	\$24.29	\$24.99
14	\$14.24	\$14.65	\$15.06	\$15.49	\$15.94	\$16.39	\$16.87	\$17.34	\$17.84	\$18.35	\$18.87	\$19.39	\$19.95	\$20.51	\$21.11	\$21.73	\$22.36	\$22.99
13	\$13.10	\$13.48	\$13.87	\$14.27	\$14.67	\$15.09	\$15.52	\$15.96	\$16.45	\$16.89	\$17.36	\$17.85	\$18.36	\$18.88	\$19.40	\$19.96	\$20.51	\$21.10

APPENDIX D

**WASHOE COUNTY SCHOOL DISTRICT
Human Resources Division**

EDUCATION SUPPORT PROFESSIONAL GRIEVANCE FORM

Name (Please Print)	Grievant's Signature	Date Filed
---------------------	----------------------	------------

School Location	Position	On Behalf of the Assn.	Date Received
-----------------	----------	------------------------	---------------

TIME LIMIT

MONTH/DAY/YEAR

On what date did you become aware of the act or condition on which this grievance is based?

LEVEL ONE: SUPERVISOR

On what date(s) did you meet and discuss this grievance with your administrative supervisor? This is considered the **Informal Level** of the grievance procedure and must be adhered to prior to filing a grievance at the Formal Level on this form.

On what date did you notice your administrative supervisor you were going to file a grievance?

a. Grievant's Statement

On page 3 or on an attached page, state the nature of the grievance including the alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement (the specific Article of the Agreement must be listed). Also state the relief you are seeking.

b. Administrative Supervisor Decision

Date grievance received:

Date decision rendered (must be within ten (10) working days after meeting).

c. Grievant's Response

Please sign and date below if Level One decision is acceptable.

Signature

LEVEL TWO: DEPARTMENT HEAD

MONTH/DAY/YEAR

a. Grievant's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Department Head Level. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

Signature

b. Department Head Decision

Date grievance received:

Hearing Date (within five (5) working days of receipt):

Date decision rendered (must be within ten (10) working days after meeting):

c. Grievant's Response

Please sign and date below if Level Two decision is acceptable.

Signature

LEVEL THREE: SUPERINTENDENT/DESIGNEE

a. Grievant's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Superintendent Level. Your appeal **MUST** be filed within five (5) working days after receipt of the decision from the department head at Level Two. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

Signature

b. Superintendent/Designee's Decision

MONTH/DAY/YEAR

Date grievance received:

Hearing Date (within fifteen (15) working days of receipt):

Date decision rendered (must be within fifteen (15) working days after the hearing date):

c. Grievant's Response

Please sign and date below if Level Three decision is acceptable.

Signature

LEVEL FOUR: ARBITRATION

a. Grievant's/Association's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to an Arbitrator. Your appeal **MUST** be filed within fifteen (15) working days after receipt of the decision from Level Three. Attach written response, if desired. Your appeal will be scheduled with an Arbitrator. Please enter the date this appeal is provided to Human Resources:

Signature

Signature of Associate Representative

TEXT:

Blank lined area for notes or calculations.

APPENDIX E

**MEMORANDUM OF UNDERSTANDING
CPR (2003)**

Effective March 29, 2004, the Washoe County School District shall provide CPR training and the cost of the CPR certificate for all paraeducator aides and paraeducator assistants for whom CPR certification is required by the District. (2003)

**MEMORANDUM OF UNDERSTANDING
(2007-2011)**

In the event the District implements a forty-hour work week plan for transportation employees, the Parties agree to negotiate on mandatory subjects of bargaining as defined by NRS 288 that may be impacted by the implementation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ASSOCIATION OF PROFESSIONAL TECHNICAL ADMINISTRATORS (APTA)
AND THE
WASHOE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and or employee classifications are deemed necessary. Then both WESP's and APTA's disenfranchised/impacted employees would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

Disenfranchised employees within that department, would only be eligible for this one time opportunity to apply for vacancies created because of the reorganization/restructuring, and its direct impact to them. Disenfranchised employees would be required to have applications submitted within the timeline provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

EXHIBIT 2

EXHIBIT 2

RECEIVED

Code: _____
Name: Shannon Hammond
Address: 2331 Melody Lane
Reno, NV 89512
Telephone: (775) 233-5238
Email: SLH9001@yahoo.com
Self-Represented Litigant

APR 28 2025

Washoe County School District
Office of the General Counsel

BEFORE THE LOCAL GOVERNMENT EMPLOYEE
MANAGEMENT RELATIONS BOARD
IN THE STATE OF NEVADA

COMPLAINANT,

Shannon Lee Hammond,

vs.

RESPONDENT,

Washoe County School District

Case No.: _____

PROHIBITED PRACTICES COMPLAINT AND LEGAL BRIEF

I. INTRODUCTION

This case presents a clear example of retaliation and discrimination by a public employer, Washoe County School District ("WCSD"), against one of its employees, Shannon Lee Hammond ("Complainant"), for asserting her statutory right to seek reclassification under Nevada Revised Statutes (NRS) Chapter 288. After Complainant requested a reclassification to reflect her higher-level duties, WCSD management, particularly her supervisor Charlie Hoppe ("Hoppe"), engaged in acts of retaliation against her and his direct supervisor, Tami Zimmerman ("Zimmerman") willfully and intentionally blocked her attempts by refusing to

initiate the reclassification process, issuance of an unwarranted disciplinary plan (IDP), and creation of a hostile work environment, in violation of NRS 288.270(1)(a) and (d).

II. JURISDICTION AND VENUE

Complainant Shannon Lee Hammond is, and at all times relevant herein was, a "local government employee" as defined under NRS 288.050, employed by WCSD.

Respondent Washoe County School District is a "local government employer" under NRS 288.060.

This Board has jurisdiction over this matter pursuant to NRS Chapter 288.

Venue is proper before the Local Government Employee-Management Relations Board ("Board") because the alleged prohibited practices occurred within the State of Nevada and involve a local government employer.

III. PARTIES

Complainant Shannon Lee Hammond is employed as an Administrative Secretary within WCSD's Facilities Maintenance Department.

Respondent WCSD is a political subdivision of the State of Nevada and a local government employer.

IV. STATEMENT OF FACTS

On February 28, 2025, Complainant emailed Hoppe requesting he forward her reclassification request to HR, which she had already drafted to simplify the process. Hoppe refused.

On March 2, 2025, after Hoppe's refusal, Complainant filed a formal complaint of discrimination and harassment with WCSD's Human Resources ("HR") department.

Despite repeated attempts (March 8, 2025, and thereafter), Hoppe continued to block the reclassification request by failing to forward it to HR, directly thwarting Complainant's statutory rights.

On March 10, 2025, HR formally blocked Complainant's attempt to initiate a reclassification, without investigation or occupational study, based solely on management's assertions.

Complainant's inquiries to her union were met with dismissive responses, advising her to contact HR again despite HR's refusal.

On March 13, 2025, a discussion between Complainant and her department head Zimmerman reflected a defensive and adversarial response to her reclassification request, further marginalizing her efforts.

On March 17 and March 24, 2025, Complainant's public records requests for reclassification history were denied improperly under NRS 239.010(1), illustrating further opacity and obstruction by WCSD.

On March 27, 2025, Complainant submitted a new, more accurate job description reflective of her actual duties, which included financial reporting and executive-level support beyond her classified title.

On April 7, 2025, Hoppe issued an Individual Development Plan (IDP) to Complainant claiming insubordination among other issues—after she had received a commendable performance review previously—clearly in retaliation for asserting her reclassification rights.

III. JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to NRS 357.040 and 357.080. On April 8, 2025, Complainant discovered that the Administrative Secretary job

description dated back to 1987, referencing obsolete duties like transcribing from a

10. Venue is proper in Washoe County because the events and acts complained Dictaphone, justifying her request for reclassification. of occurred therein.

A second IDP meeting was conducted on April 10, 2025, under coercive conditions, further retaliating against Complainant and violating WCSD's own policies.

IV. FACTUAL ALLEGATIONS

At all times relevant herein, WCSD failed to conduct a good faith evaluation of

A. Unmonitored and Duplicative P-Card Transactions

Complainant's job duties and retaliated against her for engaging in protected activity.

11. WCSD staff within the Facilities Maintenance Department were granted

V. LEGAL STANDARDS

expansive use of purchase cards ("P-cards") without proper internal controls.

NRS 288.270(1) makes it a prohibited practice for a local government employer or its representative to:

Interfere with, restrain, or coerce any employee in the exercise of rights guaranteed under Chapter 288;

[PROPOSED] VERIFIED COMPLAINT AND REQUEST FOR ORDER TO FILE A QUIL
TAM COMPLAINT UNDER SEAL - 3
Discriminate against an employee because the employee has filed a complaint or exercised rights under Chapter 288.

Nevada law recognizes reclassification requests as a protected exercise of employment rights. Retaliation for asserting these rights constitutes a prohibited labor practice.

VI. ARGUMENT

A. WCSD Retaliated Against Complainant for Asserting Her Right to
Reclassification

Complainant's initial act—requesting a reclassification—was an exercise of protected rights under Chapter 288.

In direct response, WCSD engaged in adverse actions, including the initiation of an IDP, obstruction of the process, and denial of transparency.

PROHIBITED PRACTICES COMPLAINT AND LEGAL BRIEF - 4

The proximity in time between the reclassification request and retaliatory discipline creates a strong presumption of retaliatory motive.

B. WCSD Discriminated Based on Protected Conduct

NRS 288.270(1)(d) prohibits discrimination against employees who assert their rights.

WCSD's actions—targeted discipline, refusal to process the reclassification, and public records obstruction—constitute discrimination based upon Complainant's exercise of protected conduct.

The outdated 1987 job description and Complainant's modern duties further demonstrate that her reclassification request was legitimate and justified.

C. WCSD Failed to Follow Its Own Reclassification and Anti-Retaliation Policies

WCSD maintains internal policies requiring non-retaliation and objective job evaluations.

WCSD ignored these policies, subjecting Complainant to retaliation and failing to properly evaluate her position, in violation of good faith employment practices.

Such failure to follow internal rules further evidences discriminatory animus and retaliation.

VII. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests the Board to:

- Find that Respondent committed prohibited labor practices in violation of NRS 288.270;

- Order Respondent to cease and desist all retaliatory and discriminatory conduct against Complainant;

- Order Respondent to expunge all IDP documents and associated disciplinary records;

- Order Respondent to process Complainant's reclassification request fairly and in good faith;

- Grant such other relief as the Board deems just and proper.

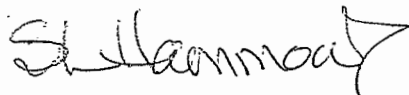
VIII. VERIFICATION

I, Shannon Lee Hammond, declare:

- I am the Complainant in the foregoing Prohibited Practices Complaint. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

- Under penalty of perjury applicable to the laws of the State of Nevada and the United States of America that the foregoing is true and correct to the best of my knowledge and interpretation of the events.

Executed this 19 day of April, 2025, in Reno, Nevada.



SHANNON LEE HAMMOND, Complainant

2331 Melody Lane

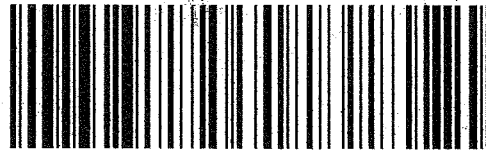
Reno, NV 89512

(775) 233-5238

SLH9001@yahoo.com

2331 MELODY LN
RENO NV 89512

CERTIFIED MAIL®



9589 0710 5270 2808 6706 73

Washoe County School District
Human Resources

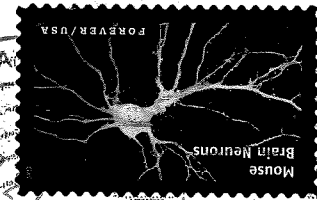
APR 24 2025

RECEIVED

DOUG OWEN, CHIEF OFFICER
HUMAN RESOURCES
WASHOE COUNTY SCHOOL DISTRICT
425 E 9TH STREET
RENO NV 89512

RENO NV

22 APR 2025



Retail



89512

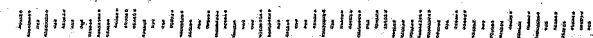
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APR 24

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Shannon Lee Hammond (Complainant)

Opposition to Motion to Dismiss

FILED
May 23, 2025
State of Nevada
E.M.R.B.
11:20 p.m.

Code: _____
Name: Shannon Hammond
Address: 2331 Melody Lane
Reno, NV 89512
Telephone: (775) 233-5238
Email: SLH9001@yahoo.com
Self-Represented Litigant

STATE OF NEVADA

GOVERNMENT EMPLOYEE MANAGEMENT RELATIONS BOARD

COMPLAINANT,

Case No.: 2025-008

Shannon Lee Hammond, Pro Se

vs.

RESPONDENT,

Washoe County School District, et al

COMPLAINANT'S OPPOSITION TO RESPONDENT'S MOTION TO DISMISS

I. Introduction

This rebuttal is submitted in response to the expected denial of retaliation by Washoe County School District concerning my original complaint regarding reclassification suppression and retaliatory conduct. I respectfully request the Board consider the following factual context and pattern of conduct that substantiates my claim.

II. Context and Basis of Complaint

A. I submitted a formal request for reclassification after 1.5 years of assuming duties beyond my titled role as Administrative Secretary.

1 B. The initial request was intentionally withheld from Human Resources (HR),
2 violating standard procedure.

3 C. I filed a complaint alleging discrimination and harassment by my supervisor.

4 D. I reached out to the next highest position that was 'outside' the situation in
5 accordance with BP 4700.

6 E. I requested assistance from the Washoe Education Support Professionals
7 union.

8 F. Formal request for reclassification was denied without conducting interviews
9 or performing an occupational study.

10 **III. Summary of Retaliatory Acts**

11 The following events occurred in close proximity to my reclassification request:

12 A. Within weeks of pressing the matter, I experienced formal disciplinary
13 action, accusations of insubordination, and a level 2 reprimand.

14 B. I am constantly monitored, excluded from attending District functions,
15 denied legitimate requests for leave as well as overtime/comp time.

16 C. My repeated requests for conducting my annual performance evaluation have
17 been ignored.

18 **IV. Public Records Request**

19 I submitted a public records request asking how many reclassifications were
20 granted within the past year. The District refused to provide this basic numerical data, citing
21 that it was not their responsibility to "create a record" to satisfy public curiosity. This response
22 evades transparency and obstructs comparative analysis.

23 **V. Title Manipulation as Evidence of Downgrading**

24 COMPLAINANT'S OPPOSITION TO RESPONDENT'S MOTION TO DISMISS - 2

1 It is notable that my predecessor held the title Administrative Secretary II, while
2 my title is now merely Administrative Secretary. This dilution in role designation, without a
3 change in responsibilities, demonstrates a regression in title accuracy and supports my claim of
4 intentional suppression.

5 These incidents reflect a consistent and deliberate pattern of adverse conduct,
6 directly tied to my protected activity of seeking a legitimate reclassification.

7 **VI. Need Identified by Human Resources Department**

8 The District has recently created three new positions in Human Resources:

9 A. Cost Analyst, focused on analyzing salary alignment and

10 B. Organizational Specialist, assigned to reviewing and updating job
11 descriptions across the District,

12 C. Project Manager.

13 These new roles clearly indicate that the District has recognized systemic
14 structural issues in its job classification practices. This undercuts any assertion that my
15 reclassification was denied based upon an accurate or finalized job architecture.

16 D. Additionally, I pointed out that the job description currently being used for
17 the "Administrative Secretary" classification was originally authored in 1987, as evidenced by
18 the outdated requirement to "take and transcribe dictation." This language is not only obsolete
19 but also highlights how poorly the description reflects the complexity and scope of my current
20 duties, which includes high-level budget oversight, fiscal forecasting, data analytics, and legal
21 documentation. The continued use of such an antiquated description further validates the
22 necessity for a formal reclassification and supports my claim that the denial was not grounded
23 in an objective or current evaluation of job duties.

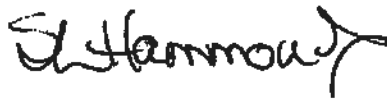
1 **VII. Lack of Investigation**

2 To my knowledge, no investigator or legal representative from the District has
3 interviewed me, reviewed my current workload, or spoken with any co-workers regarding my
4 role. Their anticipated blanket denial will be based solely on internal assumptions and not a
5 factual inquiry.

6 **VIII. Conclusion**

7 Exhibits are hereby submitted to provide factual support for the allegations
8 raised in my initial complaint. I respectfully request the Board consider these materials in
9 evaluating whether dismissal is appropriate at this stage. As this is my first opportunity to offer
10 documentation, I believe they speak directly to the credibility of my claims and the retaliatory
11 conduct I have experienced.

12
13 Executed this 23rd day of May, 2025, in Reno, Nevada.

14
15 

16 SHANNON LEE HAMMOND, Complainant

INDEX OF EXHIBITS

Exhibit Number A **Number of Pages** 2

Exhibit Description Proof of Service

Exhibit Number B **Number of Pages** 2

Exhibit Description Performance Evaluation Results from 2024

Exhibit Number C **Number of Pages** 2

Exhibit Description Timeline of Events

Exhibit Number D **Number of Pages** 3

Exhibit Description Request for Reclassification email to Charlie Hoppe

Exhibit Number E **Number of Pages** 10

Exhibit Description Discrimination complaint filed with WCSD HR

Exhibit Number F **Number of Pages** 5

Exhibit Description Email to Tami Zimmerman comparing Job Descriptions

Exhibit Number G **Number of Pages** 4

Exhibit Description Denial of Reclassification Request email

Exhibit Number H **Number of Pages** 3

Exhibit Description WESP Union web form requesting assistance

Exhibit Number I **Number of Pages** 3

Exhibit Description Email to Human Resources regarding old Job Description

INDEX OF EXHIBITS

Exhibit Number J **Number of Pages** 3

Exhibit Description Human Resources department Organization charts old vs. now

Exhibit Number K **Number of Pages** 3

Exhibit Description Predecessor's timesheets showing 2 different titles

Exhibit Number L **Number of Pages** 3

Exhibit Description Investigative Disciplinary Process notice #1

Exhibit Number M **Number of Pages** 9

Exhibit Description Investigative Disciplinary Process notice #2

Exhibit Number N **Number of Pages** 3

Exhibit Description Reprimand level 2 notice

Exhibit Number O **Number of Pages** 3

Exhibit Description Response to Reprimand notification

Exhibit Number P **Number of Pages** 2

Exhibit Description Leave request forms denied

Exhibit Number Q **Number of Pages** 2

Exhibit Description Performance Review requests ignored

Exhibit Number R **Number of Pages** 4

Exhibit Description Job Description vs. Duties Actually Performed

Exhibit Cover Page

EXHIBIT NUMBER A

9589 0710 5270 2808 6706 73

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

RENO • NV 89512

Certified Mail Fee	\$4.85
Postage	\$1.01
Total Postage and Fees	\$5.86

Extra Services & Fees (check box, add fee, and fee amount)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postmark Here
APR 21 2025
RENO, NEVADA 89511

Sent To: Doug Owen @ WCO
Street and Apt. No., or P.O. Box No.: 426 E 9th St
City, State, ZIP+4®: Reno NV 89512

PS Form 3800, January 2002 (PSN 7530-02-000-9000) See back for use instructions

Exhibit Cover Page

EXHIBIT NUMBER B



WASHOE COUNTY SCHOOL DISTRICT
HUMAN RESOURCES DIVISION
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Employee Name: **Shannon Hammond** Title: **Admin Secretary** Employee ID: E000 **42,233**

School/Dept.: **Facilities Maintenance** Due Date: **05/08/24** Employee Status: ☐ Post-Probationary ☒ Probationary

Evaluator: **Charlie Hoppe**

Evaluator Title: **Director**

Performance Standards				
a	b	c	d	e
C	C	I	U	D
O	O	M	N	O
M	M	P	S	E
M	M	P	A	S
E	E	O	T	
N	N	V	I	N
D	D	E	S	O
A	A	N	M	F
B	B	E	N	T
L	L	N	C	A
E	E	T	T	P
			O	P
			R	P
			L	L
			Y	Y

SECTION A: Primary
Evaluator must check (X) each PERFORMANCE FACTOR in the appropriate PERFORMANCE STANDARDS column. Prior to beginning this section, review the definitions provided on the reverse side of this form and in the "Classified Procedure Manual."

PERFORMANCE FACTORS:

1. Observance of work hours
2. Attendance
3. Grooming and Dress
4. Compliance with rules
5. Safety Practices
6. Dealing with others
7. Knowledge of work
8. Work judgments
9. Planning and organization
10. Job skill level
11. Quality of work
12. Volume of acceptable work
13. Meeting deadlines
14. Accepting responsibility
15. Accepting direction
16. Accepting change
17. Effectiveness under stress
18. Appearance of work area
19. Operation, care of equipment
20. Initiative

Job Specific Performance Factors

21. Writing Skills
22. Verbal Skills
23. Financial Analytical Skills
24. Applying Judgement
25. Learning Duties

SUPERVISOR PERFORMANCE FACTORS

26. Planning and organization
27. Scheduling & coordination
28. Training and instruction
29. Productivity
30. Judgments and decisions
31. Leadership
32. Operational effectiveness
33. Supervisory ability
34. Initiative
35. project oversight
36. task completion

Checks in column (d) must be explained in Section E

SECTION B- Record Job STRENGTHS and superior performance.

Able to multi-task and prioritize work to complete the most urgent matters first. Employee does not require much direction to tackle large jobs. Good ability to coordinate with other departments/personnel to finish projects. Great follow-up aptitude.

SECTION C- Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance, for personal or job qualifications, if employee was evaluated previously.
1st evaluation at 7 months of employment.
Employee learned job responsibilities in a short period of time; within 3 months of start date, all job duties were well understood and executed.
Employee dresses professionally and has good interpersonal skills when dealing with co-workers and the public. Organized and manages time effectively. Good at taking the initiative.

SECTION D- Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during the next evaluation period.
Updating work order log with current numbers.

Employee needs to improve knowledge of WCSD policies to ensure compliance with rules.

Absences/tardiness need improvement. See attached attendance log.

SECTION E- Specify work performance deficiencies or job behavior(s) requiring improvement or correction. Explain checks in column (d) of Section A.
Tardiness and absenteeism has been discussed with employee on several occasions. In 7 months, employee has taken ___ days off. In the last 6 weeks, employee has been late ___ times. She is instructed to call or text if she knows that she will be more than 15 minutes late getting to the office. Once in the office, I have requested that she send an email denoting the time that she is late.

SECTION F: Check overall performance
☐ Commendable ☒ Competent ☐ Improvement ☐ Unsatisfactory

SECTION G- Check type of evaluation
☐ Three Month Probationary ☐ Six Month Probationary ☐ Extension of Probation (only if probation is being extended)
☐ Annual ☒ Unscheduled

Comments:
3 month and 6 month employee performance evaluation was never conducted. This is the first evaluation since start date of 10/04/23.

SECTION H- Evaluator's Signature
Name: _____ Date: _____

SECTION I: Employee's Signature
I certify this evaluation has been reviewed and discussed with me. I understand my signature does not necessarily indicate agreement.
☐ No Response ☐ A response will be made and submitted to personnel
☒ I wish to discuss this evaluation with a supervisor/administrator other than the evaluator.

Employee's Signature: _____ Date: **05/14/24**

Evaluator: Please initial if employee refuses to sign evaluation

Exhibit Cover Page

EXHIBIT NUMBER C

WCSD RECLASSIFICATION & RETALIATION TIMELINE (Gantt Chart)

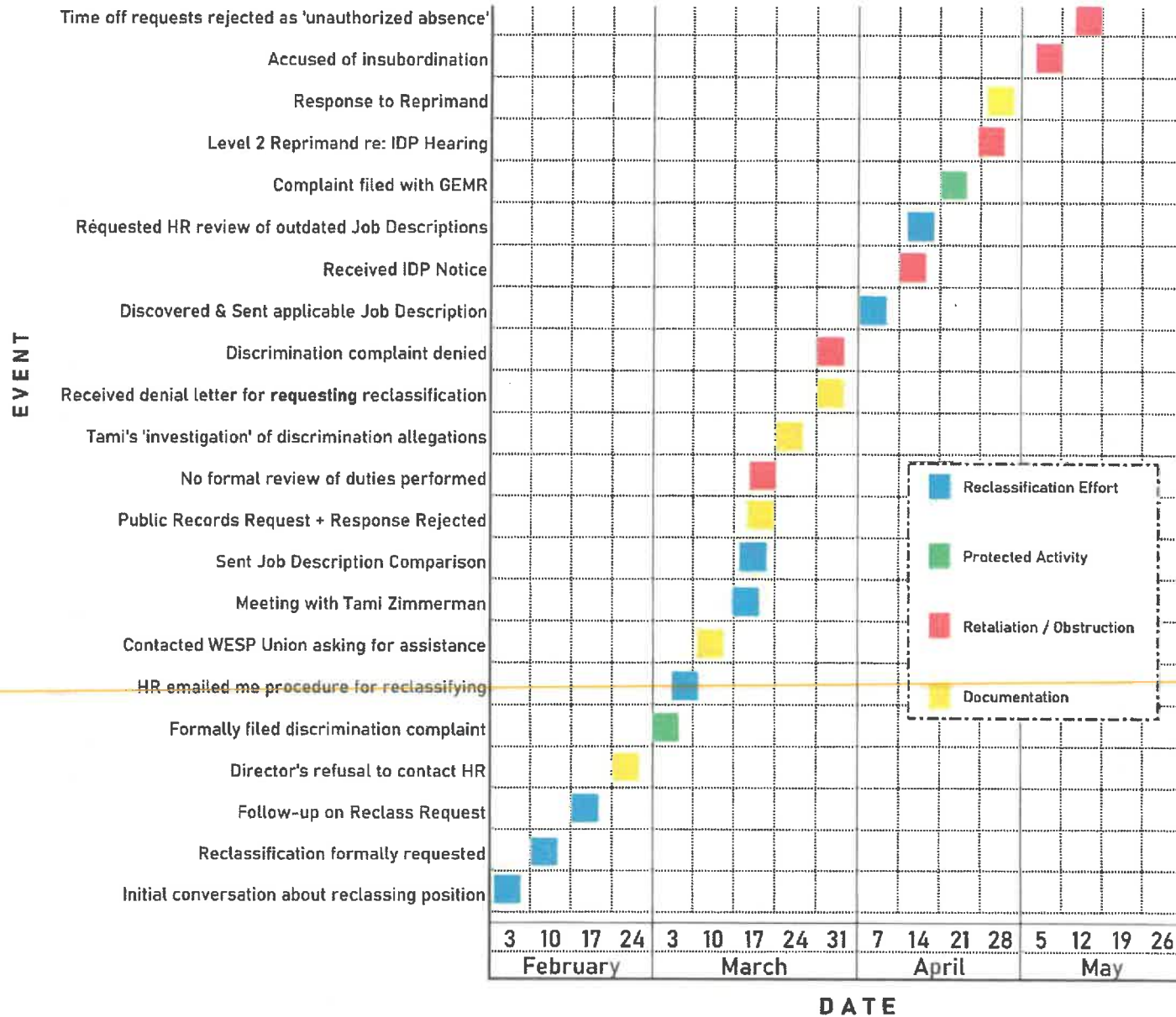


Exhibit Cover Page

EXHIBIT NUMBER D

Hammond, Shannon L

From: Hammond, Shannon L
Sent: Wednesday, February 26, 2025 10:50 AM
To: Hoppe, Charlie
Subject: Request for Reclass

Charlie please forward to this email address: DOReed@washoeschools.net

Good Afternoon DeShawn,

Please send me the request form and process to reclassify a position in my department.

Thanks
Charlie

Charlie Hoppe
Maintenance & Housekeeping Director
Facilities Management
Washoe County School District
7495 S. Virginia Steet
Reno, NV 89511
Office 775-851-5673

From: Lewis, Selene <SLewis@washoeschools.net>
Sent: Friday, February 21, 2025 11:48 AM
To: Hammond, Shannon L <Shannon.Hammond@WashoeSchools.net>
Subject: RE: Request for Reclass

Hi Shannon,

If this step hasn't already been completed. Your supervisor will need to reach out to DeShawn Reed to request information regarding the reclassification process and to request the appropriate forms.

Here is DeShawn's email address--DOReed@washoeschools.net

Take care,

Selene



Selene Lewis
Human Resources Generalist
WCSD-Employee Services
Office: 775-348-0214
www.washoeschools.net

From: Hammond, Shannon L <Shannon.Hammond@WashoeSchools.net>
Sent: Friday, February 21, 2025 11:05 AM
To: Lewis, Selene <SLewis@washoeschools.net>
Subject: Request for Reclass

Hi Selene,

I guess my go-to-gal (Damaris) is out for a couple of months. I am pushing for a different job title because of the specialty tasks that I perform at Huffaker Maintenance Center, and I saw something about a "Request for Reclassification". Is this form required in addition to the FRC form? Is there anything else that I need to cover before I send it up the chain?



Shannon Hammond - Administrative Secretary
Facilities Maintenance Department
Office: 775-851-5673
shannon.hammond@washoeschools.net

www.washoeschools.net



Exhibit Cover Page

EXHIBIT NUMBER E

Hammond, Shannon L

From: Hammond, Shannon L
Sent: Tuesday, March 4, 2025 11:31 AM
To: Zimmerman, Tami
Cc: Hoppe, Charlie; Reed, DeShawn
Subject: Reclassification Request
Attachments: Complaint 3-3-25.pdf; Discrimination complaint LEG-F122 completed.pdf

Tami,

I need you to intercede on this situation, please. I have requested a meeting with Charlie for my performance evaluation, but he never approved it or suggested an alternative meeting time. I would like to explore the possibility of reclassifying my position because I perform the duties of an Executive Assistant, and I feel that an increase in wage is justified.

Pursuant to Board Policy 4700, I am attaching my formal complaint about discrimination and harassment.

I'm sorry to have to bother you with this, but your involvement is necessary to keep this process moving forward.



Shannon Hammond - Administrative Secretary
Facilities Maintenance Department
Office: 775-851-5673
shannon.hammond@washoeschools.net

www.washoeschools.net



WASHOE COUNTY SCHOOL DISTRICT
Human Resources Division

EDUCATION SUPPORT PROFESSIONAL COMPLAINT FORM

Shannon Hammond

03/03/25

Name (Please Print)

Complainant's Signature

Date Filed

Facilities Maint. Admin. Sec.

School Location

Position

On Behalf of the Assn.

Date Received

TIME LIMIT

MONTH/DAY/YEAR

On what date did you become aware of the act or condition on which this complaint is based?

09/24/24

LEVEL ONE: SUPERVISOR

On what date(s) did you meet and discuss this complaint with your supervisor/administrator?

09/24/24

On what date did you notice your supervisor/administrator you were going to file a complaint?

03/03/25

LEVEL TWO: DEPARTMENT HEAD

a. Complainant's Statement

On page 3 or an attached page, state the nature of the complaint including any policy, regulation, procedure, or practice which is the subject of the complaint. Also state the relief you are seeking.

Reclassification

b. Department Head Decision

Date complaint received:

Hearing Date (within five (5) working days of receipt):

Date decision rendered (recommended decision be rendered within ten (10) days after meeting).

c. Complainant's Response

MONTH/DAY/YEAR

Please sign and date below if Level Two decision is acceptable.

Signature

LEVEL THREE: SUPERINTENDENT/DESIGNEE

a. Complainant's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Superintendent Level. Your appeal MUST be filed within five (5) working days after receipt of the decision. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

Signature _____

b. Superintendent/Designee's Decision

Date complaint received: _____

Hearing Date (within fifteen (15) working days of receipt): _____

Date decision rendered (must be within ten (10) working days after the hearing date): _____

c. Complainant's Response

Please sign and date if Level Three decision is acceptable.

Signature _____

TEXT:

See Attached Letter for details

[illegible]

March 3, 2025

Tami Zimmerman, Chief CPFM Officer
Washoe County School District
425 E Ninth Street
Reno, NV 89512

Subject: Formal Complaint Regarding Workplace Discrimination, Harassment, and Unfair Treatment

Dear Tami,

I am submitting this formal complaint regarding ongoing issues within the Facilities Maintenance Department at Washoe County School District. The purpose of this complaint is to document and seek resolution for workplace discrimination, harassment, and unfair treatment that I have experienced and witnessed.

1. Hostile Work Environment and Harassment (Violation of BP 9200 – Harassment and Discrimination Prohibited)

I feel that I am being singled out and harassed by my supervisor, Charlie Hoppe, who does not treat me equally compared to other employees. Examples of this treatment include but are not limited to:

- **Unfair Monitoring:** Charlie closely watches and questions my actions, even scrutinizing my restroom breaks, while others are not subjected to the same oversight.
- **Unequal Treatment of Breaks:** I was reprimanded for taking an early break to eat breakfast, while other employees freely eat or leave to pick up food without consequences.
- **Excessive Reporting Requirements:** I am required to text Charlie whenever I will be late, then send him an email when I arrive at work, while no other employee in the office is asked to do the same.
- **Compensatory Time Disparity:** Other employees, such as Michelle Spiropoulos, are granted comp time when working extra hours, but I am denied the same consideration when I arrive early for work-related tasks.

2. Lack of Professional Development Opportunities (Violation of BP 9215 – Creating and Maintaining a Positive Culture and Climate)

I have repeatedly requested to take a Microsoft Access course to improve efficiency within the department, yet my requests have been denied despite available funding. Denying training opportunities prevents professional growth and hampers department operations.

Subject: Formal Complaint Regarding Workplace Discrimination, Harassment, and Unfair Treatment Page 2

3. Lack of Recognition and Exclusion from Decision-Making (Violation of BP 6000 – Shared Decision Making & BP 9215 – Employee Engagement)

Despite regularly assisting in editing official department communications and offering process improvement suggestions, my feedback is ignored. Additionally, there is a significant lack of communication within the department, leaving employees unaware of district initiatives and strategic goals unless they independently seek out information.

4. Retaliation and Suppression of Reclassification Request (Violation of BP 9215 – Valuing Diversity and Promoting Equity)

I have been attempting to request a reclassification of my position to better align with my actual job responsibilities. My supervisor has deliberately obstructed this process by refusing to submit the necessary request to Human Resources, despite my efforts to streamline the process for him.

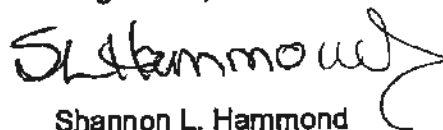
Requested Actions:

To ensure a fair and professional work environment, I respectfully request the following actions be taken:

- An investigation into my allegations of harassment and unfair treatment by Charlie Hoppe, including interviews with other employees who can corroborate my claims.
- Equal application of break policies and reporting requirements for all employees.
- Approval of my professional development request to attend a Microsoft Access training course.
- An independent review of my job duties and reclassification request to ensure fair consideration without supervisor interference.

I request that this complaint be handled confidentially to the extent possible and that I be protected from any retaliation for bringing these issues to your attention. I appreciate your time in reviewing my concerns and look forward to your response on how these matters will be addressed.

Disgruntled,



Shannon L. Hammond
Administrative Secretary
Facilities Maintenance Department
Washoe County School District



Administrative Form LEG-F122
STAFF / JOB APPLICANT COMPLAINT FORM
REGARDING WORKPLACE DISCRIMINATION

The Washoe County School District ("District" or "WCSD") has developed this Staff/Job Applicant Complaint Form and Staff Complaint Process for the prompt and equitable response to complaints from District staff or job applicants regarding allegations that the District or other staff member failed or refused to hire or discharged any person, or otherwise discriminated against any person with respect to the person's compensation, terms, conditions, or privileges of employment because of the person's age, disability, equal pay, genetic information, gender identity or expression, national origin, pregnancy, race, religion, retaliation, sex, sexual harassment or sexual orientation in compliance with WCSD Board Policy 4111, Equal Opportunity in Employment, Board Policy 9200, Discrimination and Harassment Prohibited, and Administrative Regulation 4425, Staff Complaint Process. The complaint process shall remain confidential to the fullest extent allowed by law.

Complainant Information

Name: Shannon L Hammond			
Address: 2331 Melody Lane		City: Reno	State: NV
		ZIP: 89512	
Home/Cell Phone: 775-233-5238	Work Phone: 775-851-5673	Email: shannon.hammond@washoeschools.net	
School or Work Location/Department: Facilities Maintenance		Occupation: Administrative Secretary	

This complaint alleges Discrimination on the basis of (check all that apply):

- ☐ Age ☐ Disability ☐ Genetic Information ☐ Gender Identity or Expression ☒ Equal Pay
☐ National Origin ☐ Pregnancy ☐ Race ☐ Religion ☐ Retaliation ☐ Sex
☐ Sexual Harassment ☐ Sexual Orientation

Subject of Complaint:

Name: Charlie Hoppe
Occupation (if known): Director
School or Work Location/Department (if known): WCSD Facilities Maintenance & Housekeeping

Complaint:

Incident(s) occurred or began on or about (date): 10/4/2023	Time of Occurrence (approximate is acceptable): 7:30 am to 4:30 pm
Place of Occurrence (description of area or address). Example: "Room N-99, Anytown High School": Washoe County School District's Huffaker Maintenance Center	
Time and Place that you addressed complaint with supervisor, or reason for not addressing complaint with supervisor: I.D.P. Meeting on 9/24/24. Recently, he is aware that I want a raise therefore change my job title to Executive Assistant. I prepared the email for him to send to HR Representative but he won't forward it to request reclassification.	
Description of Incident (Please attach additional information as necessary): Discrimination specifically against Socio-Economic status. He treats me like a slave girl and babysits me. Meanwhile, over in Maintenance Department, there are no controls over the staff. Two times when I have worn a baseball cap into the office, he feels that it violates dress code but the Technicians are free to wear hats all day long. Michelle S. can come and go as she wishes and gets 'comp' time despite the fact that she is a salaried employee. On 1/24, I came in early and Charlie arrived at the same time however he isn't recognizing this as overtime/comp time because 'it doesn't count if you come in early' only if I stay late. I went to the breakroom to toast Pop Tarts and Charlie considered that to be my 'break' period but everyone else is free to eat whenever they want. He is obstructing my attempts to reclassify my position.	

Please attach any and all related documents you believe are material and relevant to support your complaint allegations.

Possible Witnesses:

Name:	Contact Information (if known):
Michelle Spiropoulos	851-6701 mspiropoulos@washoeschools.net
School or Work Location/Department (if known):	Occupation (if known):
WCSD Facilities Maintenance & Housekeeping	Assistant Director of Housekeeping
Information witness may have:	
IDP Meeting on 9/24/24 in which I verbalized that I felt discriminated against. MS knows that I am requesting a reclassification. MS was also present on 1/23 when I came in early but CH not authorizing comp time but he does for MS	

Name:	Contact Information (if known):
Rich Young	851-5665 rich.young@washoeschools.net
School or Work Location/Department (if known):	Occupation (if known):
WCSD Facilities Maintenance	Drafting Assistant
Information witness may have:	
Rich and I speak frequently about the absurd actions of Charlie's controlling behavior. Charlie will follow me if I leave my desk and monitor my time coming and going from the office. Rich is aware that CH clocks me but nobody else.	

Name:	Contact Information (if known):
Michele Forshey	851-5690 michele.forshey@washoeschools.net
School or Work Location/Department (if known):	Occupation (if known):
WCSD Facilities Maintenance	Administrative Secretary
Information witness may have:	
Michele is aware of specific incidents that support my allegations: break room to toast Pop Tarts, following me if I leave my desk.	

Name:	Contact Information (if known):
Brandon Twalt	851-5674 brandon.twalt@washoeschools.net
School or Work Location/Department (if known):	Occupation (if known):
WCSD Facilities Maintenance	Systems Administrator
Information witness may have:	
There have been a few times when Brandon and I would be discussing Work Orders in the large conference room when Charlie will track me down and ask, "are you coming back to your desk?"	

Name:	Contact Information (if known):
Nic Olivas	851-851-6751 nolivas@washoeschools.net
School or Work Location/Department (if known):	Occupation (if known):
WCSD HMC Equipment Repair	Equipment Repair Supervisor
Information witness may have:	
I believe that Charlie has asked Nic to pull up the video cameras around the office to verify what time that I arrived or left from work. Charlie doesn't do this for any other employees.	


Signature of Complainant

3/4/25
Date

To Be Completed by Department of Labor Relations

Date Received:

Assigned To:

Exhibit Cover Page

EXHIBIT NUMBER F_____

Hammond, Shannon L

From: Hammond, Shannon L
Sent: Tuesday, March 11, 2025 10:27 AM
To: Zimmerman, Tami
Cc: Hoppe, Charlie; Reed, DeShawn
Subject: Job Duties Compared
Attachments: Job Duties side-by-side.pdf

Tami,

I took the time to compare each job description and put the duties side-by-side so it is easier to see the differences. It is attached for your convenience.

I've been providing administrative support for 35 years, so I know that the duties that I am performing right now are as an Executive Assistant. The fact that Charlie is a Director, and I work exclusively for him to perform specialized tasks means that this is an executive level support position. Since my predecessors had the title of Administrative Secretary means that this job has been incorrectly classified to begin with. This is evidenced by the job description for an Administrative Secretary:

- assigned to support the principal of a high school.
- school secretary, the incumbent serves as liaison between the principal and staff, students and the public;
- register new students and transfers and input information in to computerized register;
- maintains school budget records including setting up ledger of accounts; maintains school checking account;
- performs minor first aid in the absence of a school nurse and/or clinical aide and may be called upon to assist students who have missed a bus or require attention; and may supervise students who have been removed from class and are detained in the office.

Not only should the title for this position be changed to Executive Assistant but the pay for being a Grade 23 should be retroactive from the day that I started working for Charlie.

A common remedy for wage violations is an order that the employer make up the difference between paid and the amount he or she should have been paid. The amount of this sum is often referred to as '

Has an occupational study ever been performed for this position?



Shannon Hammond - Administrative Secretary
Facilities Maintenance Department
Office: 775-851-5673
shannon.hammond@washoeschools.net

www.washoeschools.net



JOB DUTIES SIDE-BY-SIDE

Administrative Secretary Grade 21

Under general direction,
performs highly responsible and complex secretarial work
requiring the frequent exercise of independent judgment in
applying and interpreting established departmental policies and procedures,
maintaining the secretarial/clerical functions and activities

major unit, department or school office.
Incumbent performs related work as required.
The Administrative Secretary class differs from the Administrative Assistant in
that the latter is typically assigned to support the principal of a high school.

The duties and responsibilities require the incumbent to process information
that is highly sensitive and confidential.

which requires the coordination of secretarial functions for a number of
departments and programs.
The position requires careful coordination of activities,
a considerable amount of policy interpretation, and demanding public contact
of a major organizational unit or department.

Incumbents must be knowledgeable of all duties for which the supervisor is
responsible
must be able to assist and relieve him/her of a variety of administrative and
clerical details.
Interprets policies, procedures, rules and regulations for the public, office staff
and District employees;
as school secretary, the incumbent serves as liaison between the principal and
staff, students and the public;
Performs a variety of complex secretarial/clerical administrative responsibilities
of the office;
maintains calendar and schedules appointments, meetings, and conferences;
may supervise and/or make assignments to subordinate clerical staff;

prepares and processes purchase orders and payroll information;

maintains financial and statistical information;

may register new students and transfers and input information in to
computerized register;
develops office policies and procedures;
reviews forms, reports, files or other documents for accuracy and completeness
and resolves errors and omissions;
refers inquiries to the appropriate individual or location;
prepares highly important administrative documents, materials or papers;

screens and routes telephone calls, visitors, correspondence, reports and
bulletins;

researches and prepares reports of a diversified nature;

prepares and processes purchase orders and monitors expenditures against the
budget;

organizes and maintains files;

may independently prepare replies and follow up on routine correspondence;

Four (4) years of responsible secretarial experience, particularly in an office that
required a variety of difficult, complex secretarial responsibilities.
may take and transcribe complex dictation;
records and prepares minutes of various management meetings and
conferences;
relieves unit or department supervisor of routine office or technical details;
maintains school budget records including setting up ledger of accounts;

Executive Assistant Grade 23

With minimum supervision

performs difficult and highly responsible secretarial work
requiring frequent exercise of independent judgment in
applying and interpreting District or department policies, regulations and
procedures.

May act as a lead person and supervise other clerical/secretarial employees

who maintain the support functions of the organizational entity.

Incumbent performs related work as required.

The duties and responsibilities of the class reflect knowledge of the overall
District operations.

must be well informed on District activities and be able to communicate the
position and/or policy of the District as required.

A high degree of familiarity with District policy, regulations and operation
procedures is required.

The complex program activities cover a broad range of responsibility

require precise coordination of work.

frequent interpretation of policy, regulation and overall District operation
practices.

Public and elected official contact is frequent, requiring high level
interpersonal communication skills.

Interprets appropriate District policy and regulations for employees and the
general public.

Serves as a primary resource person to administrative and non-administrative
employees in areas of the division's responsibility.

performs the secretarial administrative duties of the position

calendar maintenance for assigned administrator(s).

may supervise and assign subordinate clerical employees.

conducts research and prepares reports of diversified nature
relating to administrative problem-solving, decision-making and policy
matters.

assists and advises division administrative staff in all matters related to the
operation of the department.

refers inquiries to the appropriate individual or department

researches and assembles simplifying information where necessary.

examines forms, reports, files or other documents for accuracy and
completeness and resolves errors and omissions.

prepares and insures the timely completion of department reports and
activities

may personally research background information, statistical data and other
information.

prepares purchase orders, claims and payrolls

and maintains financial and statistical records.

highly proficient in computer applications in Microsoft Office including
Outlook, Word, Excel, PowerPoint, in addition to being able work with
computerized accounting systems.

Five (5) years of responsible and complex clerical work involving at least two
(2) years of office management or supervisory responsibility.

JOB DUTIES SIDE-BY-SIDE

Administrative Secretary Grade 21	Executive Assistant Grade 23
maintains school checking account;	
assist in budget preparation;	
receives material and verifies invoices for payment;	
maintains an inventory of equipment and supplies;	
performs minor first aid in the absence of a school nurse and/or clinical aide and	
may be called upon to assist students who have missed a bus or require attention;	
may supervise students who have been removed from class and are detained in the office.	
<u>Education/Experience:</u>	
Any combination of education and experience that would likely provide the required knowledge and skills is qualifying. A typical way to obtain the knowledge and skills would be:	Any combination of education and experience that would likely provide the required knowledge and skills is qualifying.
Equivalent to a high school diploma, supplemented with coursework in secretarial science, business, accounting, or other related area;	Equivalent to a high school diploma. Coursework in business administration, accounting, statistics, or other related field is desirable.
<u>Knowledge of:</u>	<u>Knowledge of:</u>
Modern office practices and procedures;	standard office equipment and computer applications.
filing systems; grammar, spelling, vocabulary and simple mathematical computations;	Filing. Mathematical computations
letter and memorandum composition;	
computer operations;	business correspondence.
budgeting and bookkeeping;	budgeting and bookkeeping.
financial and statistical record keeping methods.	Legal, financial, statistical and record-keeping methods associated with the department.
<u>Skill at:</u>	<u>Skill at:</u>
Working with minimal supervision;	Working independently with minimal supervision.
working cooperatively with people;	establishing and maintaining effective professional relationships, working and communicating effectively with District personnel and the public.
communicating with diverse groups;	providing excellent customer service with diverse groups.
displaying tact and courtesy;	displaying tact and courtesy.
maintaining confidentiality;	maintain sensitive, confidential information.
developing and applying procedures	
planning and organizing work effectively;	performing difficult clerical work accurately using independent judgment, where work of the department requires.
reading and interpreting complex verbal and written instructions;	following complex oral and written instructions.
maintaining sensitive, confidential information;	maintaining sensitive, confidential information.
applying basic grammatical rules;	correct English language, applying basic grammatical rules.
setting priorities;	Setting priorities, planning and organizing work.
being attentive to detail;	
adapting to changing priorities; and	
working with frequent interruptions.	
	District rules, regulations, policies and procedures.
	developing office procedures.

Exhibit Cover Page

EXHIBIT NUMBER G

Hammond, Shannon L

From: Zimmerman, Tami
Sent: Monday, March 24, 2025 11:17 AM
To: Hammond, Shannon L
Cc: Hoppe, Charlie; Reed, DeShawn; Schum, Kate; Spotts, Anthony
Subject: RE: Shannon Hammond Reclass Request

Shannon,

Based on my review the duties you are performing fall within your current classification as an Administrative Secretary, so no reclassification is warranted.



Washoe County
School District

Tami Zimmerman
Chief Facilities Management Officer

WCSD – Facilities Management Department
Office: 775-789-3838
Mobile: 775-354-9482
www.washoeschools.net



From: Hammond, Shannon L <Shannon.Hammond@WashoeSchools.net>
Sent: Friday, March 14, 2025 3:31 PM
To: Zimmerman, Tami <TZimmerman@washoeschools.net>
Cc: Hoppe, Charlie <CHoppe@washoeschools.net>; Reed, DeShawn <DOReed@washoeschools.net>; Schum, Kate <KSchum@WashoeSchools.net>; Spotts, Anthony <ASpotts@WashoeSchools.net>
Subject: Shannon Hammond Reclass Request

Tami,

We are not discussing my current position; the reclassification is for an Executive Assistant position. I have highlighted the job description with the duties that I perform in relation to the EXECUTIVE ASSISTANT position. I think the more important question to ask is “what don’t I do for Charlie?”

This Administrative Secretary job description isn’t applicable to this job because I don’t work at a school which is the significant difference.

Administrative Secretary Job Duties

maintaining the secretarial/clerical functions and activities of a major unit, department or school. The Administrative Secretary class differs from the Administrative Assistant in that the latter is of a high school.

which requires the coordination of secretarial functions for a number of departments and programs as school secretary, the incumbent serves as liaison between the principal and staff, student maintains school budget records including setting up ledger of accounts;

maintains school checking account;

performs minor first aid in the absence of a school nurse and/or clinical aide and

may be called upon to assist students who have missed a bus or require attention;

may supervise students who have been removed from class and are detained in the office.



Shannon Hammond

Facilities Maintenance

851-5673

Shannon.Hammond@WashoeSchools.Net

From: Zimmerman, Tami <TZimmerman@washoeschools.net>

Sent: Tuesday, March 11, 2025 11:56 AM

To: Hammond, Shannon L <Shannon.Hammond@WashoeSchools.net>

Cc: Hoppe, Charlie <CHoppe@washoeschools.net>; Reed, DeShawn <DOReed@washoeschools.net>; Schum, Kate <KSchum@WashoeSchools.net>; Spotts, Anthony <ASpotts@WashoeSchools.net>

Subject: Shannon Hammond Reclass Request

Shannon,

Thank you for providing the side-by-side comparison. I've also included my highlighted Administrative Secretary job description with the highlighted items. After review I believe based on our meeting and the side-by-side job duties you've provided as well as the highlighted items on the Admin Secretary job description that the duties you are currently performing are covered under the current job description of Administrative Secretary. With that, I won't be signing the reclassification form to move this request forward.

While I know this is not what you'd like to hear, I hope you know I appreciate your work in our department.

Sincerely,



Tami Zimmerman
Chief Facilities Management Officer

WCSD – Facilities Management Department
Office: 775-789-3838
Mobile: 775-354-9482
www.washoeschools.net



From: Hammond, Shannon L <Shannon.Hammond@WashoeSchools.net>
Sent: Tuesday, March 11, 2025 10:27 AM
To: Zimmerman, Tami <TZimmerman@washoeschools.net>
Cc: Hoppe, Charlie <CHoppe@washoeschools.net>; Reed, DeShawn <DOReed@washoeschools.net>
Subject: Job Duties Compared

Tami,

I took the time to compare each job description and put the duties side-by-side so it is easier to see the differences. It is attached for your convenience.

I've been providing administrative support for 35 years, so I know that the duties that I am performing right now are as an Executive Assistant. The fact that Charlie is a Director, and I work exclusively for him to perform specialized tasks means that this is an executive level support position. Since my predecessors had the title of Administrative Secretary means that this job has been incorrectly classified to begin with. This is evidenced by the job description for an Administrative Secretary:

- assigned to support the principal of a high school.
- school secretary, the incumbent serves as liaison between the principal and staff, students and the public;
- register new students and transfers and input information in to computerized register;
- maintains school budget records including setting up ledger of accounts; maintains school checking account;

- performs minor first aid in the absence of a school nurse and/or clinical aide and may be called upon to assist students who have missed a bus or require attention; and may supervise students who have been removed from class and are detained in the office.

Not only should the title for this position be changed to Executive Assistant but the pay for being a Grade 23 should be retroactive from the day that I started working for Charlie.

A common remedy for wage violations is an order that the employer make up the difference between paid and the amount he or she should have been paid. The amount of this sum is often referred to as '

Has an occupational study ever been performed for this position?



Shannon Hammond - Administrative Secretary
Facilities Maintenance Department
Office: 775-851-5673
shannon.hammond@washoeschools.net

www.washoeschools.net




Exhibit Cover Page

EXHIBIT NUMBER H

Hammond, Shannon L

From: WESP Info <wesp.info@nsea-nv.org>
Sent: Tuesday, March 18, 2025 10:07 AM
To: Hammond, Shannon L
Subject: [EXTERNAL] Re: Webform submission from: Washoe Education Support Professionals

You don't often get email from wesp.info@nsea-nv.org. [Learn why this is important](#)

 **External Email:** This email originated outside of WCSD. Please exercise caution. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Shannon,

I would suggest you contact HR directly to get the form.
Talk to the person who in charge of the secretaries as they may have a suggestion.

WESP/NSEA

(Please note- The officers volunteer their time for WESP and work full-time with WCSD)

Phone: 775-398-1320

Email: wesp.info@nsea-nv.org

(WESP, the exclusive bargaining agent and an affiliate of NSEA/NEA)

nsea-nv.org/WESP



From: Nevada State Education Association <alexander.marks@nsea-nv.org>
Sent: Monday, March 17, 2025 1:14 PM
To: WESP Info <wesp.info@nsea-nv.org>
Subject: Webform submission from: Washoe Education Support Professionals

Submitted on Mon, 03/17/2025 - 16:14 Submitted by: Anonymous Submitted values are: *First Name* Shannon *Last Name* Hammond *Email Address* shannon.hammond@washoeschools.net [1]
Questions/Comments? I've requested a reclassification of my current position title of Administrative Secretary. It has to be initiated from my boss and he won't send the email. The Deputy Chief of the Department has already denied my reclassification request and I haven't even received or completed the form. What do I do now? How can I get a copy of this form so that I can submit it to HR for an occupational study to be performed because my position provides Executive Level support and I should be compensated for it. [1] <mailto:shannon.hammond@washoeschools.net>

Exhibit Cover Page

EXHIBIT NUMBER I _____

Hammond, Shannon L

From: Hammond, Shannon L
Sent: Tuesday, April 8, 2025 9:52 AM
To: Reed, DeShawn; Schum, Kate
Subject: Request for Classification Review – Outdated Job Description

Ladies,

I hope this message finds you well.

I'm writing to formally request a classification review of my current position, Administrative Secretary, within the Facilities Maintenance Department.

The job description assigned to this role was originally implemented in 1987 and includes tasks such as "take and transcribe dictation." I'm not sure if we have one of those buried in storage somewhere, but I can confidently say that I haven't seen a Dictaphone in over a decade. This outdated language alone reflects how far removed the current classification is from the work I actually perform today.

Currently, my responsibilities include:

- Compiling and summarizing monthly budget reports and generating spending trend graphs,
- Creating and maintaining a contract tracking Gantt chart for departmental use,
- Managing an Excel-based purchase order tracking system that calculates remaining balances in real time,
- Providing data-driven summaries for management to assist with planning and compliance.

To better reflect the actual scope and technical nature of this work, I drafted a proposed job description titled "Administrative and Budget Technician" and

provided it to my supervisor, Charlie Hoppe, Director of Facilities Maintenance. However, he has not initiated my reclassification request, which is why I am now reaching out directly.

Given the clear mismatch between my actual duties and the decades-old classification, I respectfully request that HR initiate a desk audit or formal occupational review. The current role no longer aligns with the Department of Labor's Standard Occupational Classification (SOC) system and continued use of such an outdated description may create risks in terms of FLSA and EEOC compliance.

Please advise me on the appropriate next steps or forms to begin this process. I'm happy to provide supporting documentation, the draft job description, or a breakdown of duties as needed.

Thank you for your time and attention — I truly appreciate your help in ensuring this role reflects the work being done today, not 1987.



Shannon Hammond - Administrative Secretary
Facilities Maintenance Department
Office: 775-851-5673
shannon.hammond@washoeschools.net

www.washoeschools.net



Exhibit Cover Page

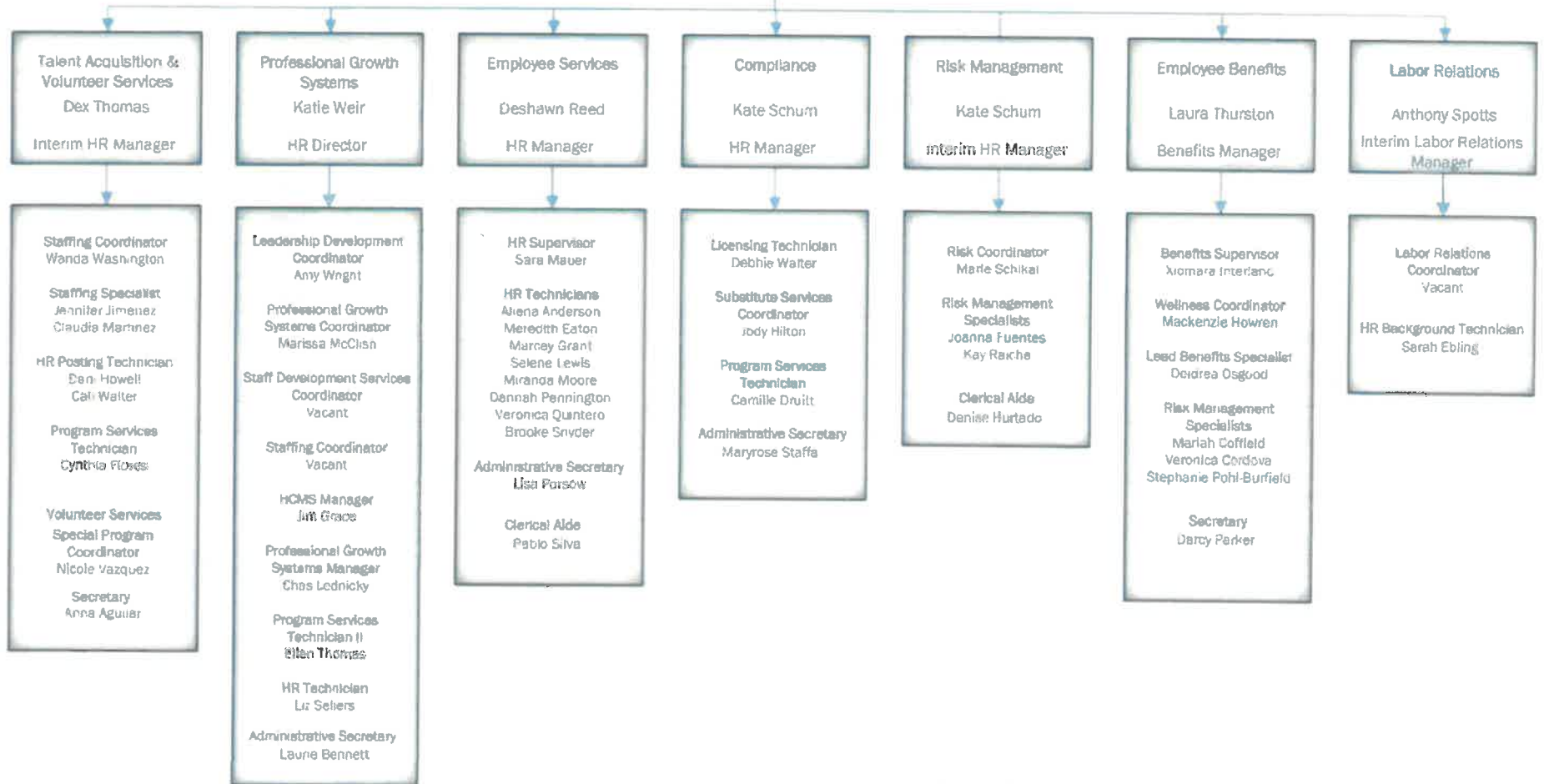
EXHIBIT NUMBER J _____

Human Resources Organization Chart
School Year: 2022-2023

2022 - 2023

Dr. Kristina Mason
Chief Talent Officer

Executive Assistant
Arcelia Becerra





Human Resources Organizational Chart FY/24-25

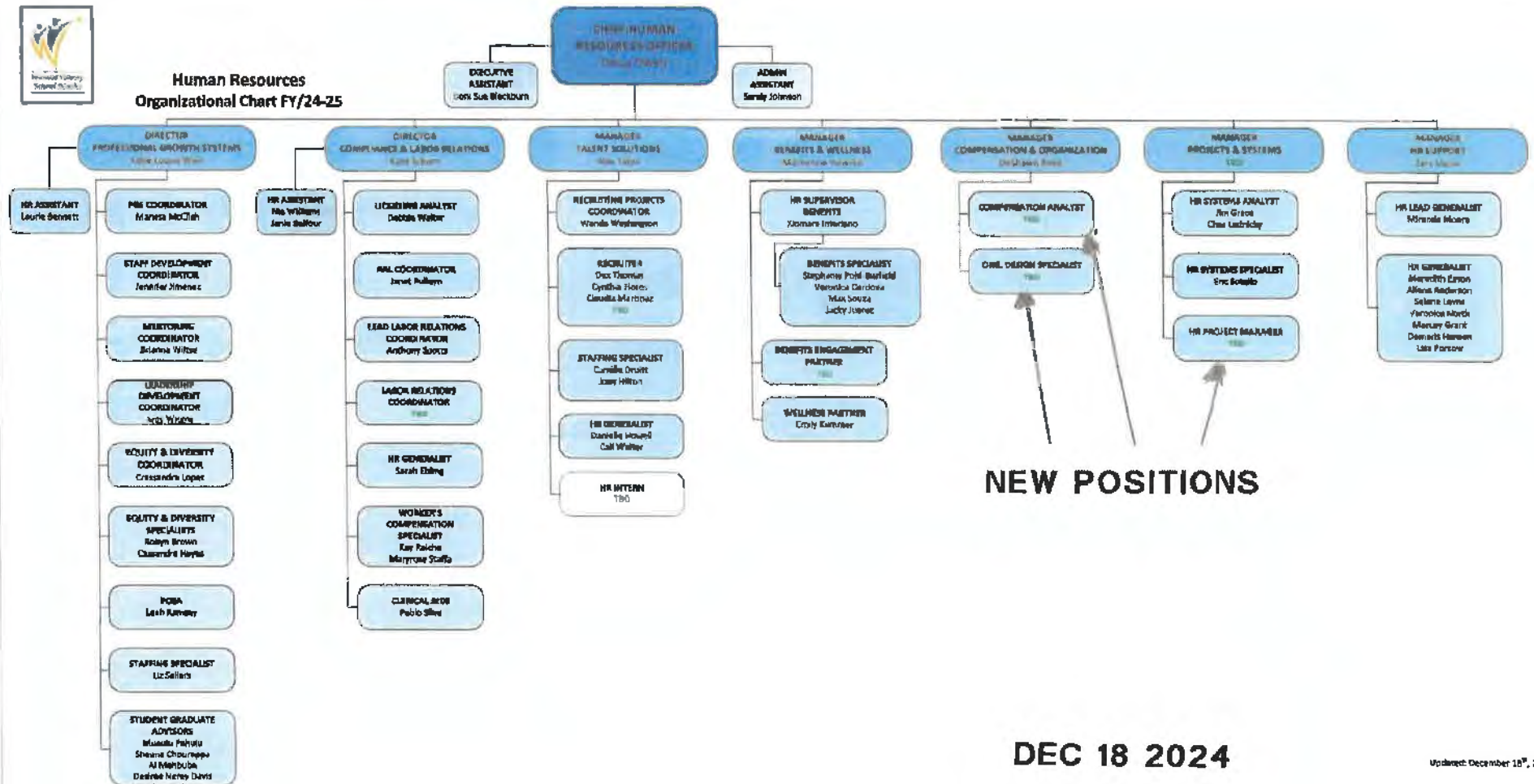


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EXHIBIT NUMBER _K_____

**WASHOE COUNTY SCHOOL DISTRICT
TIME AND ATTENDANCE REPORT**

CLASSIFIED

Location/Location #

Employee Name/Employee I.D. #

Position Description

Position Code/Scheduled Hours/Pay Class

Pay Period

FACILITIES MANAGEMENT

#054

Martin, Sheri

E00040237

Admin. Secretary

PM

8

400

7/31/2021

through

8/13/2021

Please note:

1/4 hr = .25

1/2 hr = .50

3/4 hr = .75

Date	# of hours	Absence Hour code	# of hours	Absence Hour code	# of hours	Absence Hour code	Date	# of hours	Absence Hour code	# of hours	Absence Hour code	# of hours	Absence Hour code
1							16						
2							17						
3							18						
4							19						
5							20						
6							21						
7							22						
8							23						
9							24						
10	2	101					25						
11	8	117					26						
12	5	117	3	110			27						
13	8	110					28						
14							29						
15							30						
							31						
Totals	23		3		0			0		0		0	

26

Approvals: Creynolds

Notes:

Prepared By

Administrative Approval

Employee signature

Required Only If a Deduction From pay is Made

WASHOE COUNTY SCHOOL DISTRICT TIME AND ATTENDANCE REPORT

CLASSIFIED

** Type, Print or Affix Label **

Location/Location #
Employee Name/Employee I.D. #
Position Description
Position Code/Scheduled Hours/Pay Class
Pay Period

Plant Facilities			
Martin, Sheri L			E00040237
Administrative Secretary II			
PM	80	400	
9-Jun-18	through		22-Jun-18

Please Record "Leave" Information Only for Non-Hourly Employees

(1)		(2)		(3)		(4)		(5)		(6)	
Date	# of Hours	Hour Code	# of Hours	Hour Code	# of Hours	Hour Code	Date	# of Hours	Hour Code	# of Hours	Hour Code
1							16				
2							17				
3							18				
4							19				
5							20				
6							21				
7							22				
8							23				
9							24				
10							25				
11							26				
12							27				
13	0.50	101					28				
14							29				
15							30				
							31				
Totals	0.50		0.00		0.00			0.00		0.00	0.00

Total Hours This Period (Columns (1)+(2)+(3)+(4)+(5)+(6)):

0.50

Approvals:

Sheri Martin

Prepared By

Notes:

Administrative Approval

Employee Signature

Required Only If A Deduction From Pay is Made

101 sick
107 family sick
110 personal business
117 vacation

Exhibit Cover Page

EXHIBIT NUMBER L



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV 775.851.5696

April 2, 2025

Shannon Hammond – **HAND DELIVERED**
2331 Melody Court
Reno, NV 89512

RE: Notice of Investigatory/Due Process Meeting and Right to Representation

Dear Ms. Hammond:

You are directed to meet with me for a Investigatory Due Process meeting on April 4, 2025 at 3:00 pm. The meeting will take place at Huffaker Operations Center in the south conference room. In attendance at the meeting with you and me will be Scott Weiby, FM Assist Director Maintenance.

The purpose of this meeting is to discuss allegations of your behavior that, if found to be true, may amount to finding you are in violation of the following:

Administration Regulation 4219 (attached), specifically,

- i. Inadequate or deficient work performance.
- ii. Insubordination.
- iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
- ix. Conduct on or off the job which adversely affects job performance or which adversely reflects on the District and its mission of education.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof and
- xvi. Neglect of Duty; as well as

Administrative Regulation 1332 (Alcohol, Tobacco and Controlled Substances Prohibited), specifically section 2(c)

The allegations are regarding an incident that occurred between March 7, 2025 and April 1, 2025 and consist of the following

It is alleged that on Friday, March 7, 2025 you were witnessed sitting on the stoop outside the Equipment Repair Shop smoking a cigarette on District property at approximately 3:04 pm.

It is further alleged on April 1, 2025, you send an email out to the Facilities Management Staff email group at 8:30am regarding another employee being late with your e-mail signature signed "Grudgingly"

At the meeting, you will have the opportunity to respond to all allegations listed above. You are also advised that this is an administrative investigation and you will be required to respond to all allegations, and failure to do so may constitute insubordination.

Be advised that if the allegations are found to be true, you may face disciplinary action, which can be anything from a written warning, written reprimand, suspension without pay, demotion, up to termination. Be further advised, that you have the right to have a representative of the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) present with you at the meeting. In the event you choose not to have a WESP/NSEA representative with you at this meeting, you may have legal counsel or another person present with you instead.



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV ♦ 775.851.5696

You are hereby further advised not to discuss this meeting or the allegations of potential misconduct with anyone except your WESP/NSEA representative or legal counsel. You are further directed not to contact anyone involved with this investigation (directly or indirectly) including employees of the WCSD, parents or students. Please feel free to contact me with any questions.

The District has not reached a conclusion as to what, if any, discipline is appropriate, but will do so after it receives your response to the allegations. The potential disciplinary action that may be taken against you is based upon information as described above, which, if proved, may constitute a violation of Administrative Regulation 4219.

If legal counsel will represent you, you must inform me no later than 5:00 p.m. on (enter date one (1) day before meeting date).

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hoppe".

Charlie Hoppe
Director of Maintenance & Housekeeping

Attachment: WCSD Admin. Regs. 4219, 1332

cc: Doug Owen, Chief Human Resources Officer
Anthony Spotts, Lead Labor Relations Coordinator

Exhibit Cover Page

EXHIBIT NUMBER M



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV • 775.851.5696

April 7, 2025

Shannon Hammond – **HAND DELIVERED**
2331 Melody Court
Reno, NV 89512

RE: REVISED Notice of Investigatory/Due Process Meeting and Right to Representation

Dear Ms. Hammond:

You are directed to meet with me for a Investigatory Due Process meeting on April 10, 2025 at 3:00 pm. The meeting will take place at Huffaker Operations Center in the south conference room. In attendance at the meeting with you and me will be Scott Welby, FM Assist Director Maintenance.

The purpose of this meeting is to discuss allegations of your behavior that, if found to be true, may amount to finding you are in violation of the following:

Administration Regulation 4219 (attached), specifically,

- i. Inadequate or deficient work performance.
- ii. Insubordination.
- iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
- ix. Conduct on or off the job which adversely affects job performance or which adversely reflects on the District and its mission of education.
- xii. Unauthorized or excessive absences or tardiness, or the abuse of leave privileges.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof and
- xvi. Neglect of Duty; as well as

Administrative Regulation 1332 (Alcohol, Tobacco and Controlled Substances Prohibited), specifically section 2(c)

The allegations are regarding an incident that occurred between March 7, 2025 and April 1, 2025 and consist of the following

It is alleged that on Friday, March 7, 2025 you were witnessed sitting on the stoop outside the Equipment Repair Shop smoking a cigarette on District property at approximately 3:04 pm.

It is further alleged on April 1, 2025, you send an email out to the Facilities Management Staff email group at 8:30am regarding another employee being late with your e-mail signature signed "Grudgingly"

It is also alleged on April 4, 2025, you texted me at 6:30 am that "I have lots of personal biz to take care of today. I have 1 Admin. Leave left. I've been unable to confirm with my attorney, so we have to reschedule [the] IDP hearing" You never responded to my question I noted in my text "Are you taking the day off as a personal day?" It is alleged that on April 7, 2025 you submitted a leave request to take Personal Leave for last Friday.

At the meeting, you will have the opportunity to respond to all allegations listed above. You are also advised that this is an administrative investigation and you will be required to respond to all allegations, and failure to do so may constitute insubordination.



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St. Reno NV • 775.851.5696

Be advised that if the allegations are found to be true, you may face disciplinary action, which can be anything from a written warning, written reprimand, suspension without pay, demotion, up to termination. Be further advised, that you have the right to have a representative of the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) present with you at the meeting. In the event you choose not to have a WESP/NSEA representative with you at this meeting, you may have legal counsel or another person present with you instead.

You are hereby further advised not to discuss this meeting or the allegations of potential misconduct with anyone except your WESP/NSEA representative or legal counsel. You are further directed not to contact anyone involved with this investigation (directly or indirectly) including employees of the WCSD, parents or students. Please feel free to contact me with any questions.

The District has not reached a conclusion as to what, if any, discipline is appropriate, but will do so after it receives your response to the allegations. The potential disciplinary action that may be taken against you is based upon information as described above, which, if proved, may constitute a violation of Administrative Regulation 4219.

If legal counsel will represent you, you must inform me no later than 5:00 p.m. on (enter date one (1) day before meeting date).

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Hoppe".

Charlie Hoppe
Director of Maintenance & Housekeeping

Attachment: WCSD Admin. Regs. 4219, 1332

cc: Doug Owen, Chief Human Resources Officer
Anthony Spotts, Lead Labor Relations Coordinator



Administrative Regulation 4219 EMPLOYEE DISCIPLINE AND SEPARATION (NON-LICENSED EMPLOYEES)

Responsible Office: Office of Human Resources

PURPOSE

This administrative regulation shall establish discipline and separation procedures for non-licensed employees in the Washoe County School District ("District").

REGULATION

1. Discipline

- a. Employment with the District, except for those post-probationary Education Support Professional (ESP) employees covered by the current Agreement between the District and the Washoe Education Support Professionals / Nevada State Education Association (WESP/NSEA), the Washoe County School Police Officers Association (WCSPOA), Executive Assistants and Confidential employees, is at the will of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice.
- b. For those post-probationary ESP employees who are covered by the Agreement between the District and the WESP/NSEA, WCSPOA, and Executive Assistants and Confidential employees, the District will adhere to the general principles of "progressive discipline" in matters which require disciplinary action. Such actions will range from verbal warnings, written warnings, reprimands, suspension without pay, demotion, or termination. In appropriate cases, the District may, in the exercise of its discretion, determine to impose a particular discipline or terminate employment without strictly adhering to progressive discipline.
- c. Employees may be disciplined for a variety of reasons. The general areas in which disciplinary actions may occur are identified below. This must not be construed as a comprehensive, all-inclusive list.
 - i. Inadequate or deficient work performance.
 - ii. Insubordination.
 - iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
 - iv. Theft.

- v. Dishonesty.
- vi. Discourteous or rude treatment of the public, students or other District employees.
- vii. Verbally abusing, threatening or striking a member of the public, a student or a District employee.
- viii. Misuse or destruction of District property.
- ix. Conduct on or off the job which adversely affect job performance or which adversely reflects on the District and its mission of education.
- x. Physical or mental incapacity which results in the inability to satisfactorily perform the assigned work of the position.
- xi. Conviction of a crime.
- xii. Unauthorized or excessive absences or tardiness, or the abuse of leave privileges.
- xiii. Possession, use, sale, distribution or being under the influence of or being impaired by illegal drugs or controlled substances, possession, use, distribution of, or being under the influence of or being impaired by alcohol during working hours; use of or being under the influence of medically prescribed drugs which negatively affects ability to perform assigned duties; or failure to pass a required medical test for the presence of illegal drugs, controlled substances or alcohol.
- xiv. Immorality.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof.
- xvi. Neglect of Duty.
- xvii. An intentional violation of NRS 388.497, Aversive Intervention prohibited, or 388.499, Physical restraint and mechanical restraint prohibited; exceptions; or
- xviii. An intentional failure to report a violation of NRS 388.135, Bullying and cyber-bullying prohibited, as required by NRS 388.1351, if the employee witnessed the violation.

2. Resignation (Including Retirement)

- a. General Resignation - Resignations by non-licensed personnel should be presented in writing to the Office of Human Resources, at least one (1) month prior to the date requested for separation.
- b. If a resignation is submitted which is to take effect prior to the completion of a work year, the Chief Human Resources Officer shall make the necessary arrangements for the payment of the salary due to the employee based on the actual time of employment as related to the total work year.

DESIRED OUTCOMES

1. Through this regulation, the District seeks to be transparent in its disciplinary procedures related to staff and to comply with the provisions of both the negotiated agreements between the District and the employee associations, and with state laws and regulations.

IMPLEMENTATION GUIDELINES & ASSOCIATED DOCUMENTS

1. This administrative regulation reflects the goals of the District's Strategic Plan and aligns with the governing documents of the District, to include:
 - a. Board Policy 4119, Separation of Service.
 - b. Administrative Regulation 4119.4, Grounds for Dismissal: Possession of a Weapon on School District Property
 - c. Administrative Regulation 4214, Alcohol and Controlled Substance Testing (Employees Licensed to Operate a Commercial Vehicle)
2. This administrative regulation aligns with the Collective Bargaining Agreements of the employee associations:
 - a. Washoe County School Police Officers' Association (WCSPOA).
 - b. Washoe Education Support Professionals (WESP)
3. This administrative regulation complies with Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) and specifically:
 - a. Chapter 288, Relations Between Governments and Public Employees

REVIEW AND REPORTING

1. This administrative regulation shall be reviewed as part of the bi-annual review and reporting process, following each regular session of the Nevada Legislature. The Board of Trustees shall receive notification of any required changes to the guiding policy as well as an audit of the accompanying governing documents.
2. Additional administrative regulations and/or other associated documents may be developed as necessary to implement and support this administrative regulation.

REVISION HISTORY

Date	Revision	Modification
10/27/1992	1.0	Adopted
7/14/1998	2.0	Revisions
11/15/2012	3.0	Revised: format changes; align to changes to NRS for licensed employees (4119)
7/18/2016	3.1	Revised: format changes; changes to NRS numbering



Administrative Regulation 1332

Alcohol, Tobacco and Controlled Substances

Prohibited

Responsible Office: Office of the General Counsel – Policy Development

PURPOSE

The Washoe County School District recognizes its responsibility to promote the health, welfare and safety of students, faculty and staff, parents/guardians, and other visitors on District property and at school-sponsored activities. This administrative regulation establishes the District's procedure concerning the use and possession of alcohol, tobacco and controlled substances on District property and at any activity sponsored by the District. Such use includes smokeless tobacco and "herbal" or "fake" chew products and any device which simulates smoking such as an electronic cigarette, cigar or pipe, personal vaporizer, e-hookah, or electronic nicotine delivery system.

REGULATION

1. Miscellaneous

- a. For the purposes of this document, District property includes any building, owned or leased by the District, used for instruction, administration, support services, maintenance, parking lots or storage; the grounds and surrounding buildings; bus stops; and all District-owned vehicles.
- b. This regulation applies to all faculty and staff, students, parents/guardians, volunteers and other visitors to District property or District-sponsored events.

2. Tobacco, Smokeless Tobacco, E-Cigarettes

- a. Since the use of tobacco products has been identified as a major health problem in the United States, it is the intention of the Washoe County School District to be tobacco free.
- b. Nevada state law provides that the District may impose restrictions on the smoking, use, sale, distribution, marketing, display or promotion of tobacco or products made from tobacco on District property, buildings, facilities and vehicles of the District.
 - i. Through this administrative regulation, that restriction is extended to the possession and use of smokeless tobacco products, to include "herbal" or "fake" chew and any device which simulates smoking such as an electronic cigarette, cigar or pipe, personal vaporizer, e-hookah, or electronic nicotine delivery system.

DESIRED OUTCOMES

1. The Board of Trustees believes that education has a central role in establishing patterns of behavior related to good health. The District is concerned about the health of all faculty and staff, students and other visitors to District property and activities. This regulation shall establish the procedure by which alcohol, tobacco and controlled substances shall be banned from District properties.
2. Prevention programs in schools are most effective when supplemented by strong tobacco-free policies and when they are a part of broader school, community, and state efforts to reduce youth smoking. In light of this information, and to be consistent with school curriculum and federal and state law, it is the intent of the District to establish a tobacco-free environment.

IMPLEMENTATION GUIDELINES & ASSOCIATED DOCUMENTS

1. This regulation reflects the goals of the District's Strategic Plan.
2. This regulation complies with the following WCSD governing documents:
 - a. Administrative Procedure PATH-P101, Prohibited Conduct (Students)
 - b. Administrative Procedure PATH-P107, Substance Abuse Discipline Procedure (Students)
 - c. Board Policy 7087, Community Use of School Facilities
3. This regulation complies with Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), to include:
 - a. Chapter 202, Crimes Against Public Health and Safety, and specifically:
 - i. NRS 202.015 – 202.067, Alcoholic Beverages
 - ii. NRS 202.2483 – 202.2497, Tobacco
4. This regulation complies with federal laws and regulations, to include:
 - a. U.S. Department of Education—No Child Left Behind, Title IV C, Sections 4301 – 4304, Part A. Safe and Drug-Free Schools and Communities

REVIEW AND REPORTING

1. The Board of Trustees has delegated implementation of this administrative regulation to the Superintendent. A bi-annual audit of this document shall be

Exhibit Cover Page

EXHIBIT NUMBER ^N_____

WASHOE COUNTY SCHOOL DISTRICT
Human Resources – Compliance & Labor Relations

LEVEL TWO: REPRIMAND FORM

1. Employee Name: Shannon Hammond

Employment Date: 9/30/2023

Title: Administrative Secretary

Location: Huffaker Operations Center

2. This notice is to bring to your attention a problem in the following area(s):

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Work Performance | <input type="checkbox"/> Dishonesty | <input checked="" type="checkbox"/> Conduct On/Off Job | <input type="checkbox"/> Physical/Mental Incapacity |
| <input checked="" type="checkbox"/> Insubordination | <input type="checkbox"/> Discourtesy | <input checked="" type="checkbox"/> Alcohol/Drugs | <input type="checkbox"/> Misuse/Destruction of WCSD Property |
| <input type="checkbox"/> Theft | <input type="checkbox"/> Immorality | <input type="checkbox"/> Criminal Conviction | <input checked="" type="checkbox"/> Absenteeism/Tardiness |
| <input checked="" type="checkbox"/> Policy Violation | <input type="checkbox"/> Verbal/Physical Altercation | | <input type="checkbox"/> Gross Misconduct |
| <input type="checkbox"/> Neglect of Duty | <input type="checkbox"/> Other: _ _ _ _ _ | | |

3. Occurrence Detail: 3/10/2025 _____ a.m. 3:04 p.m.
Month Day Year Time Time

4. Previous Warnings: 12/20/24 Informal Counseling: 3/19/23 and 6/28/2024 and Warning Notice Reprimand

5. Explanation of Problem(s):

It was alleged that on Friday, March 7, 2025 you were witnessed sitting on the stoop outside the Equipment Repair Shop smoking a cigarette on District property at approximately 3:04 pm.

It was further alleged on April 1, 2025, you send an email out to the Facilities Management Staff email group at 8:30am regarding another employee being late with your e-mail signature signed "Grudgingly"

It was also alleged on April 4, 2025, you texted me at 6:30 am that "I have lots of personal biz to take care of today. I have 1 Admin. Leave left. I've been unable to confirm with my attorney, so we have to reschedule [the] IDP hearing" You never responded to my question I noted in my text "Are you taking the day off as a personal day? It was alleged that on April 7, 2025 you submitted a leave request to take Personal Leave for last Friday.

An Investigatory/Due Process meeting was held on April 10, 2025. Also in attendance with you and me were Michelle Spiropoulos, FM Assistant Director Housekeeping and Brandon Twait, Systems Analyst. At the meeting, you refused to sign the waiver of representation for the meeting despite not bringing representation. When you were reminded that the meeting could not proceed and that you could face additional discipline for refusing to answer our questions, you stated that you didn't want to do the meeting anyway and the meeting ended.

As you declined to participate, this Reprimand is being issued based on the facts and circumstances that we are aware of.

The problem(s) described above is serious and is the cause for this disciplinary notice. In addition, if you have been warned previously, it is noted above.

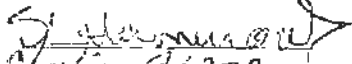
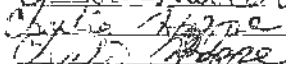
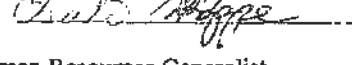
6. Improvement Needed: You are encouraged to think about this reprimand, resolve to change your behavior and/or improve your performance. In order to avoid further disciplinary measures, it is recommended that you:

Follow District Policies and procedures, demonstrating professionalism and respect for colleagues. You must also comply with the procedures in the Negotiated Agreement regarding prior advance notice to use paid leave, otherwise the leave will be denied and your absence may be considered unauthorized.

Continuation or repetition of the deficiencies as stated in this document may result in suspension, demotion, or dismissal. A copy of this reprimand will be placed in your personnel file. If you have any questions in this matter, or if you need assistance in improving your performance, you are encouraged to contact me.

You have the right to respond in writing in order to present information or arguments rebutting this disciplinary measure. If you choose to do so, your response will be attached to this form.

7. The employee's signature below indicates only that the employee has received and read this document.

Employee Signature:  Date: 5/7/25
Supervisor's Signature:  Title: _____ Date: _____
Administrator's Signature:  Title: Director of Maint & Housekeeping Date: 5/7/2025

cc: Selene Lewis, Human Resources Generalist
Anthony Spotts, Lead Labor Relations Coordinator

Exhibit Cover Page

EXHIBIT NUMBER 0_____

**Employee Response to Level Two Reprimand
Dated 5/7/2025**

Date: May 7, 2025

Employee Name: Shannon Hammond

Position: Administrative Secretary

I am submitting this response to respectfully disagree with the conclusions set forth in the Level Two Reprimand issued on 5/7/2025 by Charlie Hoppe, and I submit the following clarification for inclusion in my personnel file:

1. Attendance at IDP Hearing on April 10, 2025:

Due to my inability to secure legal representation in time for the scheduled hearing, I asked a colleague, Brandon Twait, to attend as a neutral observer. Contrary to Investigative/Due Process (IDP) request letter, the second attendee was not Scott Wei by but Michelle Spiropoulos, as it is incorrectly noted on the formal letter.

When presented with a form stating I was 'waiving my right to representation,' I signed "not waiving" to reflect my intent to retain an attorney. Michelle stated that the meeting could not continue unless I signed the waiver. At that point Michelle explained to me that the IDP was a chance to share my side of the story. I was not advised that declining to sign the representation waiver would result in further discipline. I can provide a signed affidavit from Mr. Twait corroborating this.

2. Smoking on District Property (3/7/2025):

I was smoking outside, on the side of the Equipment Repair Shop. In the 1.5 years I have worked at this location, I was never informed this was prohibited, nor was I ever verbally warned about it. Other employees smoke on the property without consequence.

3. Use of the Word "Grudgingly" in Email (4/1/2025):

My intent was to express the sentiment "reluctantly" or "hesitantly." I now recognize that the term "grudgingly" may have been interpreted differently. It was not intended to convey disrespect or insubordination and I'm remorseful for any misunderstanding it caused.

4. Personal Leave Notification (4/4/2025):

On this date, I did inform management of my intent to use a personal leave day due to urgent personal matters and an unresolved issue with legal representation. I also submitted the appropriate leave request for the date in question. I acted in good faith by texting my supervisor beforehand, submitting the necessary leave request and adding it to my time and attendance report.

Although I have accrued leave time as a District employee, my supervisor consistently denies my requests, resulting in unpaid absences, citing lack of advance notice as the reason. In contrast, when Scott Wei by recorded two days as "personal leave" on his time and attendance report—despite having exhausted all available personal leave—Charlie Hoppe contacted him via text to ask how he would like the time categorized. Charlie then

**Employee Response to Level Two Reprimand
Dated 5/7/2025**

allowed him to reclassify one day as "sick leave" and the other as "vacation," effectively accommodating the request retroactively.

5. Insubordination and Work Performance Allegations:

The claim that I have demonstrated "inadequate or deficient work performance" lacks specific examples or measurable performance concerns. To the contrary, I took independent initiative to research, identify, and save the department \$186,000 in outdated/open purchase orders, which I compiled into an organized Excel report. When my supervisor later requested a revised copy, I added the phrase "Initiated by Shannon Hammond" as a factual note of authorship. I then emailed a copy to Charlie Hoppe who could remove the header if he chose. This does not constitute insubordination.

6. Pattern of Discipline Following Protected Activity:

This reprimand, as well as previous disciplinary actions, closely follow my formal complaint of workplace discrimination as well as my request for reclassification, both of which were dismissed with minimal investigation. I have since filed a retaliation complaint with the Government Employee-Management Relations Board. I believe this pattern of disciplinary action may be in response to my protected activity.

In summary, I remain committed to performing my duties with professionalism and integrity. However, I believe this reprimand is based on mischaracterizations and omits material context. I respectfully request that this statement be attached to the disciplinary record as provided under WCSD Administrative Regulation 4219.

Honestly,



Shannon L. Hammond

5/8/25

Exhibit Cover Page

EXHIBIT NUMBER P_____

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION

EMPLOYEE NAME: Shannon Hammond SHOP/DEPARTMENT: Facilities Maint

LEAVE CODE: 3124 HOURS OF LEAVE: 1.5 LEAVE STARTING DATE/TIME: Fri 5/14 @ 7:30 RETURN TO WORK DATE/TIME: Fri 5/14 @ 9:00 AM

DESCRIPTION: Unpaid Leave

COMMENTS: Friend dropping off truck at shop

EMPLOYEE SIGNATURE: Shannon Hammond REQUEST DATE: 5/15/25

SUPERVISORS/ADMINISTRATOR APPROVAL

**SUPERVISOR
APPROVAL**

Yes ☐

No ☒

Signature: Charlie Ruggie

Review Date: 5/19/25

COMMENTS: Unauthorized leave of absence.

**ADMINISTRATOR
APPROVAL**

Yes ☐

No ☐

Signature: _____

Review Date: _____

COMMENTS: _____

(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION

EMPLOYEE NAME: Shannon Hammond SHOP/DEPARTMENT: Facilities Maint

LEAVE CODE: 3110 HOURS OF LEAVE: 3.88 LEAVE STARTING DATE/TIME: Wed 5/14 @ 7:30 RETURN TO WORK DATE/TIME: Thurs 5/15 @ 7:30

DESCRIPTION: Sick 4.12 Unpaid 3124

COMMENTS: Coughing

EMPLOYEE SIGNATURE: Shannon Hammond REQUEST DATE: 5/15/25

SUPERVISORS/ADMINISTRATOR APPROVAL

**SUPERVISOR
APPROVAL**

Yes ☒

No ☐

Signature: Charlie Ruggie

Review Date: 5/19/25

COMMENTS: Unauthorized leave of absence

**ADMINISTRATOR
APPROVAL**

Yes ☐

No ☐

Signature: _____

Review Date: _____

COMMENTS: _____







(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

Exhibit Cover Page

EXHIBIT NUMBER Q

REQUESTS FOR PERFORMANCE EVALUATION 2025

Results

 @	Subject	Location	Start ▲	End
▼ (none): 5 item(s)				
	Shannon's performance review	HMC South Conference ...	Tue 5/14/2024 9:00 AM	Tue 5/14/2024 9:40 AM
	Performance Review.	Charlie Hoppe Office	Wed 5/15/2024 1:00 PM	Wed 5/15/2024 2:00 PM
	KAS, HS, Dept Admin Secretary & Admin Att	Microsoft Teams Meeting	Wed 2/13/2025 1:30 PM	Wed 2/13/2025 2:30 PM
	Performance Review		Tue 3/11/2025 1:00 PM	Tue 3/11/2025 1:45 PM
	Employee Performance Review - Shannon	HMC South Conference ...	Mon 5/5/2025 2:00 PM	Mon 5/5/2025 3:00 PM

Search Complete.

Exhibit Cover Page

EXHIBIT NUMBER R

ADMINISTRATIVE SECRETARY

SUMMARY DESCRIPTION

Under general direction, performs highly responsible and complex secretarial work requiring the frequent exercise of independent judgment in applying and interpreting established departmental policies and procedures, and in maintaining the secretarial/clerical functions and activities of a major unit, department or school office. Incumbent performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Administrative Secretary class differs from the Administrative Assistant in that the latter is typically assigned to support the principal of a high school. The duties and responsibilities require the incumbent to process information that is highly sensitive and confidential, and which requires the coordination of secretarial functions for a number of departments and programs.

This position includes responsible secretarial duties pertaining to important documents and sensitive, confidential information of a major organizational unit or department. The position requires careful coordination of activities, a considerable amount of policy interpretation, and demanding public contact. Incumbents must be knowledgeable of all duties for which the supervisor is responsible and must be able to assist and relieve him/her of a variety of administrative and clerical details.

EXEMPLARY DUTIES/RESPONSIBILITIES

Performs a variety of complex secretarial/clerical administrative responsibilities of the office; as school secretary, the incumbent serves as liaison between the principal and staff, students and the public; may supervise and/or make assignments to subordinate clerical staff; prepares and processes purchase orders and payroll information; maintains financial and statistical information; may register new students and transfers and input information in to computerized register; develops office policies and procedures; interprets policies, procedures, rules and regulations for the public, office staff and District employees; refers inquiries to the appropriate individual or location; screens and routes telephone calls, visitors, correspondence, reports and bulletins; reviews forms, reports, files or other documents for accuracy and completeness and resolves errors and omissions; may independently prepare replies and follow up on routine correspondence; researches and prepares reports of a diversified nature; organizes and maintains files; prepares highly important administrative documents, materials or papers; may take and transcribe complex dictation; maintains calendar and schedules appointments, meetings, and conferences; records and prepares minutes of various management meetings and conferences; relieves unit or department supervisor of routine office or technical details; maintains school budget records including setting up ledger of accounts; maintains school checking account; prepares and processes purchase orders and monitors expenditures against the budget; assist in budget preparation; receives material and verifies invoices for payment; maintains an inventory of equipment and supplies; performs minor first aid in the absence of a

school nurse and/or clinical aide and may be called upon to assist students who have missed a bus or require attention; and may supervise students who have been removed from class and are detained in the office.

EMPLOYMENT STANDARDS

Education/Experience: Any combination of education and experience that would likely provide the required knowledge and skills is qualifying. A typical way to obtain the knowledge and skills would be:

1. Equivalent to a high school diploma, supplemented with coursework in secretarial science, business, accounting, or other related area;

AND

2. Four (4) years of responsible secretarial experience, particularly in an office that required a variety of difficult, complex secretarial responsibilities.

Knowledge of: Modern office practices and procedures; filing systems; grammar, spelling, vocabulary and simple mathematical computations; letter and memorandum composition; computer operations; budgeting and bookkeeping; financial and statistical record keeping methods.

Skill at: Working with minimal supervision; working cooperatively with people; communicating with diverse groups; displaying tact and courtesy; maintaining confidentiality; developing and applying procedures and planning and organizing work effectively; reading and interpreting complex verbal and written instructions; maintaining sensitive, confidential information; applying basic grammatical rules; setting priorities; being attentive to detail; adapting to changing priorities; and working with frequent interruptions.

THIS JOB SPECIFICATION SHOULD NOT BE CONSTRUED TO IMPLY THAT THESE REQUIREMENTS ARE THE EXCLUSIVE STANDARDS OF THE POSITION. INCUMBENTS MAY BE REQUIRED TO FOLLOW ANY OTHER INSTRUCTIONS, AND TO PERFORM ANY OTHER RELATED DUTIES AS MAY BE REQUIRED BY THEIR SUPERVISOR.

The Washoe County School District is committed to providing a safe and respectful learning and working environment for all students, staff, and visitors. The District prohibits bullying, cyber-bullying, harassment, sexual harassment, and/or discrimination based on an individual's actual or perceived race, color, religion, sex (including pregnancy), national origin, age, sexual orientation, gender identity or expression, genetic information, veterans or military status, marital status, disability or the presence of any sensory, physical or mental handicap in any of its educational programs/activities and employment, or in any program or activity conducted or funded by the U.S. Department of Agriculture. The District prohibits discrimination against any youth group listed in Title 36, as a patriotic society, (i.e. Boy Scouts of America) from access to public school facilities use.

Shannon Lee Hammond (Complainant)

Supplemental Filing to GEMRB Complaint

SUPPLEMENTAL FILING TO GEMRB COMPLAINT

Case No.: 2025-008

FILED
June 9, 2025
State of Nevada
E.M.R.B.
2:06 p.m.

In the Matter of:

Shannon Lee Hammond, Complainant

v.

Washoe County School District, Respondent

Filed with: Nevada Government Employee-Management Relations Board (GEMRB)

19 Apr 25

SUPPLEMENT TO COMPLAINT: SUBMISSION OF FORMAL GRIEVANCE

FILED WITH EMPLOYER

Pursuant to NAC 288.250 and in further support of my original complaint filed with the Government Employee-Management Relations Board, I respectfully submit this supplemental filing, which includes a Formal Grievance submitted to my employer, the Washoe County School District, on 6/5/2025.

This grievance documents ongoing and related issues, including:

- Continued refusal by the District to address my request for position reclassification;
- Retaliatory and discriminatory treatment, including increased scrutiny and adverse employment actions following my initial complaint;
- The employer's failure to provide a good faith review under the negotiated agreement.

This filing is material to the facts and issues raised in my original complaint, and it further supports the basis for Board intervention and a full hearing on the matter.

Please include the attached grievance documentation and any supporting exhibits in the official record of this case. Should the Board require additional clarification or context, I am prepared to provide further information upon request.

Honestly,

A handwritten signature in black ink that reads "SLHammond" with a stylized flourish at the end.

Shannon Lee Hammond

(775) 233-5238

SLH9001@yahoo.com

Enclosure: Formal Grievance and supporting documentation

WCSD (Respondent)

Reply in Support of to Motion to Dismiss

FILED
June 9, 2025
State of Nevada
E.M.R.B.
2:43 p.m.

Kevin A. Pick, Esq., Nev. Bar No. 11683
kevin.pick@washoeschools.net
Neil A. Rombardo, Esq., Nev. Bar No. 6800
Sara K. Montalvo, Esq., Nev. Bar No. 11899
Andrea L. Schulewitch, Esq., Nev. Bar No. 15321
WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-0300
Fax: 775-333-6010
Attorneys for Respondent, Washoe County School District

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SHANNON LEE HAMMOND,

Complainant,

vs.

WASHOE COUNTY SCHOOL DISTRICT,

Respondent.

CASE NO.: 2025-008

**REPLY IN SUPPORT OF
MOTION TO DISMISS**

Defendant, Washoe County School District (WCSD), a political subdivision of the State of Nevada, by and through counsel, hereby submits its Reply in Support of Motion to Dismiss. This Reply is made and based upon the memorandum of points and authorities set forth below, any exhibits attached hereto, and all papers and pleadings on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

Complainant, Ms. Hammond, asks the Nevada Government Employee-Management Relations Board (“the Board”) to intervene and overrule her supervisor’s refusal to reclassify her into a higher paid position at WCSD. *See* Complaint, at pp. 2-3. Ms. Hammond relies on a self-created “statutory right” to reclassification, which is conspicuously missing from NRS Chapter

288 and any other provision of Nevada law. *Id.* Ms. Hammond also alleges that she was retaliated against (via workplace discipline) for seeking a reclassification. *See* Complaint, at pp. 4-5.

However, as a preliminary matter, Ms. Hammond never properly served the Complaint in accordance with NAC 288.080(1), but improperly mailed the Complaint (without a summons) to WCSD Chief Human Resources Officer, Doug Owen, who is not designated to receive service of process for either WCSD or the Board of Trustees. Service of process was also not perfected within the 7 days allotted in NAC 288.080(5). Setting aside this ineffective service of process, the allegations in the Complaint also have no connection to NRS Chapter 288. Simply requesting reclassification is not a protected activity under NRS Chapter 288. Moreover, the Complaint seemingly relies on supposed violations of NRS 357.040 and NRS 239.011, which are totally and completely outside the jurisdiction of the Board to consider.

Therefore, on May 14, 2025, WCSD moved to dismiss this case on the following grounds:

- (1) The Complaint was never properly served in accordance with NAC 288.080(1) and NAC 288.080(5);
- (2) The Complaint fails to include “[a] clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS,” as required by NAC 288.200(1);
- (3) The Complaint lacks probable cause under NAC 288.375, because (on its face) the Complaint fails to allege a prohibited labor practice under NRS 288.270;
- (4) Because the Complaint fails to allege a prohibited practice under NRS Chapter 288, the Board lacks jurisdiction under NRS 288.110(2) and NRS 288.280; and
- (5) The Complaint is spurious and frivolous, having been maintained without any legal or factual support.

On May 29, 2025, WCSD received Ms. Hammond’s Opposition to Motion to Dismiss. However, the Opposition completely fails to address any of WCSD’s five legal arguments.

1 Nowhere does the Opposition discuss service of process, or Complainant's non-compliance with
2 NAC 288.200(1), or the lack of probable cause under NAC 288.375, or Complainant's failure to
3 allege a prohibited practice under NRS Chapter 288, or the spurious and frivolous nature of the
4 Complaint. Therefore, since the Opposition fails to address any of the arguments raised in
5 WCSD's Motion to Dismiss, this constitutes an admission that WCSD's legal arguments are
6 meritorious and as consent to granting WCSD's Motion. *See Christina Gibson v. Clark County,*
7 *et al.*, EMRB Item No. 666B, Case No. A1-045915 (April, 2008) (Failure to oppose a motion
8 may be construed as an admission that the motion is meritorious and as consent to granting the
9 motion); *see also* NAC 288.231(1)(g) (requiring a clear and concise statement of the matters
10 relied upon as a basis for the action or relief requested and an appropriate prayer).

11 Rather than address WCSD's legal arguments, the Opposition simply re-alleges that Ms.
12 Hammond requested reclassification to a higher paying position, but her supervisor did not
13 support reclassification. *See* Opposition, at 1-2. Then, in response, Ms. Hammond filed a
14 complaint of discrimination against her supervisor for discriminating against her "socio-
15 economic status." *Id.* (Exhibit E). The Opposition then re-alleges that Ms. Hammond was
16 retaliated against for making a reclassification request and that WCSD did not answer a public
17 record request in the manner she desired. *Id.* at 2. Next, the Opposition alleges that Ms.
18 Hammond deserves a higher paying position and that the denial of her reclassification request
19 was "not grounded in an objective or current evaluation of job duties." *Id.* at 3.

20 But again, the Opposition underscores all the same arguments made in WCSD's Motion.
21 None of the allegations highlighted in the Opposition have any connection to NRS Chapter 288.
22 It is undisputed that the Complaint fails to include "[a] clear and concise statement of the facts
23 constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of

1 NRS” as required by NAC 288.200(1) and also lacks probable cause under NAC 288.375. What
2 is more, the Board clearly lacks jurisdiction under NRS 288.110 and NRS 288.280, because the
3 Ms. Hammond cannot even identify a prohibited practice under NRS Chapter 288 – despite
4 having two opportunities to do so (once in the Complaint and again in the Opposition). And
5 while retaliation under NRS 288.270(1)(d) is mentioned in the Complaint, nowhere does Ms.
6 Hammond ever allege that she was retaliated against for participating in a proceeding before this
7 Board or for union activities in general. *See Eduardo M. Flores v. Clark County, et al.*, EMRB
8 Item No. 737, Case No. A1-045990 (November, 2010) (Dismissing case where complainant
9 never alleged he was the victim of retaliation for “his participation before this Board.”)

10 This Board is not an appellate body of general jurisdiction, with the power to review any
11 and all possible workplace dispute that occurs between management and employees. This Board
12 exercises limited jurisdiction within the confines of the statutory provisions expressly listed in
13 NRS Chapter 288. *See* NRS 288.110(2); *see also* NRS 288.280. As a body of limited jurisdiction,
14 this Board is prohibited from considering ordinary workplace issues that fall outside NRS
15 Chapter 288. *Id.* Whether Complainant really deserved a higher paying position is outside the
16 jurisdiction of this Board to consider. Whether Complainant was retaliated against for requesting
17 reclassification (which is not a protected activity under NRS Chapter 288) is outside the
18 jurisdiction of this Board to consider (and Ms. Hammond does not even allege facts sufficient to
19 establish retaliation). Whether WCSD complied with the Nevada’s Public Records Act is outside
20 the jurisdiction of this Board. Whether some party somehow violated NRS 357.040 is outside
21 the jurisdiction of this Board.

22 Whether or not an appropriate forum exists for the issues raised in the Complaint, it is
23 clearly not before the Board. Therefore, based on Complainant’s failure to oppose WCSD’s

1 Motion to Dismiss, and based on the fatal defects that plague this case (i.e., Complainant's failure
2 to serve the Complaint, failure to state a claim, lack of probable cause, lack of jurisdiction, and
3 the spurious and frivolous nature of the Complaint), the Complaint must be dismissed as a matter
4 of law. As such, WCSD respectfully requests that the Board grant WCSD's Motion and dismiss
5 this matter with prejudice and in its entirety.

6 DATED this 9th day of June, 2025.

7
8 WASHOE COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

9
10 By: /s/Kevin A. Pick, Esq.
11 KEVIN A. PICK, ESQ.
12 Nevada Bar No. 11683
13 General Counsel
14 P.O. Box 30425
15 Reno, NV 89520-3425
16 Attorney for Respondent
17
18
19
20
21
22
23

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, I certify that I am an employee of the WASHOE COUNTY SCHOOL DISTRICT OFFICE OF THE GENERAL COUNSEL and that on this date I served a true and correct copy of the preceding document addressed to the following:

Shannon Hammond
2331 Melody Lane
Reno, NV 89512
Slh9001@yahoo.com

Marisu Romualdez Abellar
Commissioner
Department of Business & Industry
Employee-Management Relations Board
mabellar@business.nv.gov

by United States first class mail, postage prepaid and via email.

DATED this 9th day of June, 2025.

/s/ Kaaren Andersen
Kaaren Andersen

Shannon Lee Hammond (Complainant)

Motion to Deny Respondent's Motion to Dismiss

FILED
June 23, 2025
State of Nevada
E.M.R.B.
4:51 p.m.

Shannon Hammond
2331 Melody Lane
Reno, NV 89512
(775) 233-5238
SI.H9001@yahoo.com
Self-Represented Litigant

STATE OF NEVADA

GOVERNMENT EMPLOYEE MANAGEMENT RELATIONS BOARD

COMPLAINANT,

Shannon Lee Hammond

vs.

RESPONDENT,

Washoe County School District, et al

Case No.: 2025-008

MOTION TO DENY RESPONDENT'S MOTION TO DISMISS

COMES NOW Ron Dreher, Attorney on behalf of the Complainant, Shannon Hammond, and hereby submits this Motion to Deny Respondent's Motion to Dismiss, pursuant to NAC 288.200(1), NAC 288.375, and relevant case law.

I. INTRODUCTION

Complainant respectfully requests that the Board deny Washoe County School District's (WCSD) Motion to Dismiss due to its untimeliness and lack of merit, or alternatively, grant leave to amend the complaint in light of new evidence supporting claims of retaliation, disparate treatment, and improper disciplinary procedures.

II. PROCEDURAL BACKGROUND

MOTION TO DENY RESPONDENT'S MOTION TO DISMISS - 1

1 Complainant filed the ANSWER TO RESPONDENT'S MOTION on May 23,
2 2025, served to WCSD via certified mail and documented via EMRB timestamp.

3 Respondent's Reply in Support of its Motion to Dismiss was filed on June 9,
4 2025 .

5 Pursuant to NAC 288.220 and Board guidance, Complainant's deadline to
6 respond is June 23, 2025.

7 **III. ARGUMENT**

8 A. Request to Dismiss Respondent's Motion Without Prejudice Due to
9 Untimely Filing

10 Pursuant to NAC 288.220 and consistent with EMRB precedent, the
11 Respondent's Motion to Dismiss was untimely. The Complainant's initial complaint was
12 served on May 23, 2025, triggering the 14-day period for the Respondent to file a responsive
13 motion. The deadline for submission was therefore June 6, 2025. However, Respondent did not
14 file their Motion to Dismiss until June 9, 2025, three days after the deadline had lapsed.

15 EMRB has held that the failure to timely respond can constitute a waiver of
16 defenses. See Christina Gibson v. Clark County, EMRB No. 666B (2008). The Board is within
17 its authority to deny late filings as prejudicial or procedurally defective. Although Complainant
18 has responded to the substance of the Respondent's motion, the untimeliness itself warrants
19 dismissal of Respondent's Motion to Dismiss without prejudice to allow for resubmission only
20 if accompanied by good cause for delay and Board leave.

21 The Complainant respectfully requests that the Board deny or strike the Motion
22 to Dismiss on these procedural grounds.

23
24 MOTION TO DENY RESPONDENT'S MOTION TO DISMISS - 2

1 B. Complainant States a Prima Facie Case of Retaliation Under NRS

2 288.270(1)(f) and (g).

3 Complainant engaged in protected activity by:

- 4 • Requesting a reclassification based on workload and duties beyond her job
5 description;
- 6 • Filing internal grievances and reporting suspected unfair labor practices.

7

8 In direct response to these efforts, the Complainant experienced:

- 9 1. Four separate IDPs without progressive discipline (exhibit 3);
- 10 2. Reversal of long-standing practices (e.g., denial of leave previously granted)
- 11 (exhibit 2);
- 12 3. Increased surveillance, micromanagement, and exclusion from job-related
- 13 communication and tools.
- 14 4. Revocation of previously held computer access rights (exhibit 4).

15 These facts are consistent with retaliatory behavior prohibited under: (1) NRS

16 288.270(1)(f): Discrimination or retaliation for participation in proceedings before the Board;

17 (2) NRS 288.270(1)(g): Coercive or retaliatory acts designed to interfere with protected rights.

18 C. Complainant has Satisfied Pleading Requirements Under NAC 288.200(1)

19 and NAC 288.375

20 The original complaint and subsequent filings clearly set forth:

- 21 • The identity of the parties;
- 22 • Specific actions constituting retaliation;
- 23 • Dates, documents, and witnesses supporting those claims.

24 MOTION TO DENY RESPONDENT'S MOTION TO DISMISS - 3

Attached exhibits include:

1. Proof of Service for previous filings.
2. Copies of leave requests showing inconsistent approval practices;
3. Investigatory Due Process notifications without precedent or prior warnings;
4. Emails and system access documentation showing targeted restrictions;

These meet the standard of a “clear and concise statement of the facts” and demonstrate adverse employment action linked to protected activities.

IV. PROOF OF SERVICE TIMING

Respondent contends that Complainant failed to timely serve proof of service, implying procedural deficiency. However, even if the certificate of service was not submitted within the suggested 7–10 days, it was filed well within the 120-day deadline required under applicable law.

Furthermore, Respondent filed a timely Motion to Dismiss on May 14, 2025, proving they received actual notice and suffered no prejudice from the timing. The procedural goal of service—to provide fair notice—was clearly met.

In *SEIU, Local 1107 v. Clark County*, EMRB Case No. A1-045883, the Board ruled that proof of service defects do not warrant dismissal when there is no resulting delay or hardship. As in that case, the Respondent here was able to prepare and respond without issue.

Complainant therefore requests the Board to reject the procedural objection and allow this matter to proceed on its merits.

1 **V. JURISDICTIONAL AUTHORITY OF THE EMRB**

2 Respondent incorrectly asserts that the Board lacks jurisdiction over this matter
3 because “reclassification” is not explicitly mentioned in NRS Chapter 288. However, the
4 EMRB’s jurisdiction extends to prohibited labor practices, including those arising from
5 retaliatory or coercive conduct in response to an employee exercising rights protected under
6 Chapter 288.

7 Pursuant to NRS 288.270(1)(f) and (g), it is unlawful for a local government
8 employer to discriminate against or retaliate against an employee for participating in activities
9 protected by the Act. Complainant’s submission of a reclassification request, internal
10 grievance, and engagement with WESP are protected acts. The adverse actions that followed—
11 including micromanagement, denial of leave, IDPs, and ERP access revocation—are directly
12 linked to this protected activity.

13 As reaffirmed by the Nevada Supreme Court in *City of Mesquite v. Eighth*
14 *Judicial District Court*, 135 Nev. Adv. Op. 33 (2019), the EMRB has exclusive original
15 jurisdiction over matters arising from NRS Chapter 288, including retaliation. The claim that
16 jurisdiction is absent due to specific terminology is without merit. The issue is not the
17 entitlement to reclassification, but the retaliation following the assertion of employment rights.

18 Accordingly, Complainant’s allegations fall squarely within the EMRB’s
19 jurisdiction, and this matter should proceed to evidentiary hearing.

20 **VI. ADDITIONAL ARGUMENTS IN RESPONSE TO RESPONDENT’S**
21 **MISCHARACTERIZATIONS**

22 Respondent incorrectly argues that Complainant’s use of the term
23 “reclassification” renders complaint nonjusticiable. However, Complainant does not assert a

1 statutory entitlement to reclassification. Rather, she alleges retaliation and discrimination
2 following her protected act of advocating for workplace fairness, conduct that is protected
3 under NRS 288.270(1)(f).

4 Moreover, the assertion that this complaint is “frivolous” is wholly unfounded.
5 The timeline, documented evidence, and series of adverse actions demonstrate good-faith
6 claims of prohibited practices. EMRB has repeatedly declined to dismiss complaints with such
7 a showing. Complainant respectfully requests the Board do the same here.

8 **VII. REQUEST FOR LEAVE TO AMEND (Alternative Relief)**

9 Should the Board find any portion of the original complaint deficient in form,
10 Complainant respectfully requests leave to amend to clarify and expand upon the factual
11 allegations, particularly as new documents have become available. See Swartz v. Clark County
12 School District, EMRB No. 2014-009 (Board favorably grants amendment to cure procedural
13 ambiguity).

14 **VIII. CONCLUSION AND PRAYER FOR RELIEF**

15 WHEREFORE, Complainant respectfully requests that the Board:

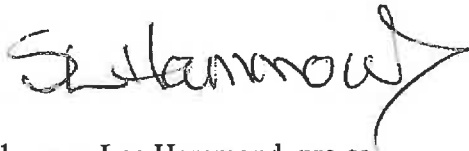
- 16 1. Deny WCSD’s Motion to Dismiss;
- 17 2. Alternatively, grant leave to amend the complaint with supporting exhibits;
- 18 3. Acknowledge that Complainant has engaged in protected activity under
19 NRS 288.270;
- 20 4. Set this matter for an evidentiary hearing.

21
22 I certify that on June 23, 2025, I served this Motion on WCSD’s legal counsel
23 and EMRB via email.

24 MOTION TO DENY RESPONDENT’S MOTION TO DISMISS - 6

1
2 Executed this 23rd day of June, 2025, in Reno, Nevada.

3
4 Submitted,

5
6 A handwritten signature in black ink, appearing to read "Shannon Lee Hammond", with a stylized flourish at the end.

7 Shannon Lee Hammond, pro se
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INDEX OF EXHIBITS

Exhibit Number 1 **Number of Pages** 3

Exhibit Description Proof of Delivery for previous filings

Exhibit Number 2 **Number of Pages** 5

Exhibit Description Copies of leave requests showing inconsistent approval practices

Exhibit Number 3 **Number of Pages** 10

Exhibit Description Investigatory Due Process notifications

Exhibit Number 4 **Number of Pages** 6

Exhibit Description Emails and system access permissions

Exhibit Number 5 **Number of Pages** 4

Exhibit Description Grievance statement

Exhibit Number _____ **Number of Pages** _____

Exhibit Description _____

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Exhibit Description _____

Exhibit Number _____ **Number of Pages** _____

Exhibit Description _____

Exhibit Number _____ **Number of Pages** _____

Exhibit Description _____

Exhibit Cover Page

EXHIBIT NUMBER 1

1 Name: Shannon Hammond
2 Address: 2331 Melody Lane
Reno, NV 89512
3 Telephone: (775) 233-5238
4 Email: SLH9001@yahoo.com
Self-Represented Litigant

5
6 BEFORE THE LOCAL GOVERNMENT EMPLOYEE
7 MANAGEMENT RELATIONS BOARD
8 IN THE STATE OF NEVADA

9 COMPLAINTANT,

Shannon Lee Hammond, pro se

10 vs.

11 RESPONDENT,

12 Washoe County School District

Case No.: 2025-008

CERTIFICATE OF SERVICE

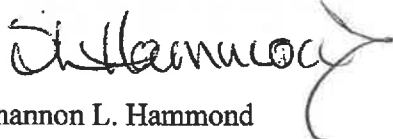
13
14 I, Shannon Hammond, certify that on May 23, 2025, I served a copy of the
15 Opposition to Respondent's Motion to Dismiss with exhibits to Respondent by United States
16 Postal Mail to:

17 Kevin.pick@washoeschools.net

18 Washoe County School District

19 P O Box 30425

20 Reno, NV 89520

21
22 
23 Shannon L. Hammond

5/25/25
Date

EMRB Proof of Service

For Opposition to Respondent's Answer dated 5/13/25

From Shannon Hammond to Kevin Pick at WCSD

USPS® Expected Delivery by Friday, May 23, 2025 arriving by 9:00pm 9400108105463700020253

USPS Package Delivery Estimate

[Track package](#)

USPS expects to deliver your package by Friday, May 23, 2025, arriving by 9:00pm, with tracking number 9400108105463700020253.



Latest Status
Out for delivery

Kevin A. Pick, Esq., Nev. Bar No. 11683

Created by Yahoo Mail ⓘ

WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425

USPS expects to deliver your package by Friday, May 23, 2025 arriving by 9:00pm.

Tracking Number: **9400108105463700020253**

Package Shipped from: **PITNEY BOWES PC POSTAGE**

9400108105463700020253



Copy



Add to Informed Delivery

Latest Update

Your item was delivered in or at the mailbox at 1:07 pm on May 23, 2025 in RENO, NV 89512.



Delivered

Delivered, In/At Mailbox

RENO, NV 89512

May 23, 2025, 1:07 pm

Exhibit Cover Page

EXHIBIT NUMBER 2

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION			
EMPLOYEE NAME: Shannon Hammond		SHOP/DEPARTMENT: Facilities Maint	
LEAVE CODE: 3117	HOURS OF LEAVE: 2.5	LEAVE STARTING DATE/TIME: Thur 1/30 @ 2:00	RETURN TO WORK DATE/TIME: Fri 1/31 @ 7:30
DESCRIPTION: Vacation Usage			
COMMENTS: DMV appt in Carlson			
EMPLOYEE SIGNATURE: Shannon Hammond		REQUEST DATE: 1/27/25	
SUPERVISORS/ADMINISTRATOR APPROVAL			
SUPERVISOR APPROVAL <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Signature: CJB		Review Date: 1/27/25	
COMMENTS:			
ADMINISTRATOR APPROVAL <input type="checkbox"/> Yes <input type="checkbox"/> No Signature: _____		Review Date: _____	
COMMENTS:			

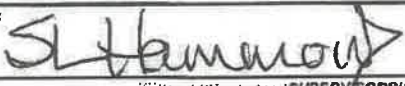
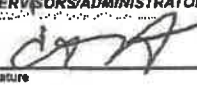
(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION			
EMPLOYEE NAME: Shannon Hammond		SHOP/DEPARTMENT: Facilities Maint	
LEAVE CODE: 3110	HOURS OF LEAVE: 8.0	LEAVE STARTING DATE/TIME: Wed 2/3 7:30 AM	RETURN TO WORK DATE/TIME: Thurs 2/6 7:30 AM
DESCRIPTION: Personal Business - Unpaid Leave			
COMMENTS: Negotiated Agreement para 9.7.4			
File Court docs			
EMPLOYEE SIGNATURE: [Signature]		REQUEST DATE: 2/6/25	
SUPERVISOR APPROVAL <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		SUPERVISORS/ADMINISTRATOR APPROVAL Signature: [Signature] Review Date: 2/6/25	
COMMENTS:			
ADMINISTRATOR APPROVAL <input type="checkbox"/> Yes <input type="checkbox"/> No		Signature: _____ Review Date: _____	
COMMENTS:			

(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION			
EMPLOYEE NAME: SHANNON HAMMOND		SHOP/DEPARTMENT: FACILITIES MAINT.	
LEAVE CODE: 3101	HOURS OF LEAVE: 8.0	LEAVE STARTING DATE/TIME: Wed 2/12 @ 7:30	RETURN TO WORK DATE/TIME: Thurs 2/13 @ 7:30
DESCRIPTION: SICK Teeth ache			
COMMENTS: get pills for abscessed tooth			
EMPLOYEE SIGNATURE: 		REQUEST DATE: 2/13/25	
SUPERVISORS/ADMINISTRATOR APPROVAL			
SUPERVISOR APPROVAL <div style="display: flex; align-items: center;"> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> </div>		<div style="display: flex; align-items: center;"> <div style="flex: 1;">  <small>Signature</small> </div> <div style="flex: 1; text-align: right;"> 2/18/25 <small>Review Date</small> </div> </div>	
COMMENTS:			
ADMINISTRATOR APPROVAL <div style="display: flex; align-items: center;"> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>			
<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <small>Signature</small> </div> <div style="flex: 1; text-align: right;"> <small>Review Date</small> </div> </div>			
COMMENTS:			

(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION			
EMPLOYEE NAME: <i>Shannon Hammond</i>		SHOP/DEPARTMENT: <i>Facilities Maint</i>	
LEAVE CODE: <i>3110</i>	HOURS OF LEAVE: <i>3.88</i>	LEAVE STARTING DATE/TIME: <i>Wed 5/14 @ 7:30</i>	RETURN TO WORK DATE/TIME: <i>Thurs 5/15 @ 7:30</i>
DESCRIPTION: <i>Sick 4.12 unpaid 3124</i>			
COMMENTS: <i>coughing</i>			
EMPLOYEE SIGNATURE: <i>Shannon Hammond</i>		REQUEST DATE: <i>5/15/25</i>	
SUPERVISOR/ADMINISTRATOR APPROVAL			
SUPERVISOR APPROVAL <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Signature: <i>Charles Broggs</i> Review Date: <i>5/19/25</i>	
COMMENTS: <i>Unauthorized leave of absence</i>			
ADMINISTRATOR APPROVAL <input type="checkbox"/> Yes <input type="checkbox"/> No		Signature: _____ Review Date: _____	
COMMENTS:			

(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

FACILITIES MANAGEMENT DEPARTMENT CLASSIFIED EMPLOYEE LEAVE REQUEST FORM

EMPLOYEE REQUEST SECTION			
EMPLOYEE NAME: <i>Shannon Hammond</i>		SHOP/DEPARTMENT: <i>Facilities Maint</i>	
LEAVE CODE: <i>3124</i>	HOURS OF LEAVE: <i>1.5</i>	LEAVE STARTING DATE/TIME: <i>Fri 5/16 @ 7:30</i>	RETURN TO WORK DATE/TIME: <i>Fri 5/16 @ 9:00 AM</i>
DESCRIPTION: <i>Unpaid Leave</i>			
COMMENTS: <i>Friend dropping off truck at shop</i>			
EMPLOYEE SIGNATURE: <i>Shannon Hammond</i>		REQUEST DATE: <i>5/15/25</i>	
SUPERVISOR/ADMINISTRATOR APPROVAL			
SUPERVISOR APPROVAL <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Signature: <i>Charles Broggs</i> Review Date: <i>5/19/25</i>	
COMMENTS: <i>Unauthorized leave of absence</i>			
ADMINISTRATOR APPROVAL <input type="checkbox"/> Yes <input type="checkbox"/> No		Signature: _____ Review Date: _____	
COMMENTS:			

(Employee keeps pink copy. White & Yellow copies to Supervisor. Yellow returned to employee after Administrator review)

Exhibit Cover Page

EXHIBIT NUMBER 3



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV 775.851.5696

April 2, 2025

Shannon Hammond – **HAND DELIVERED**
2331 Melody Court
Reno, NV 89512

RE: Notice of Investigatory/Due Process Meeting and Right to Representation

Dear Ms. Hammond:

You are directed to meet with me for a Investigatory Due Process meeting on April 4, 2025 at 3:00 pm. The meeting will take place at Huffaker Operations Center in the south conference room. In attendance at the meeting with you and me will be Scott Weiby, FM Assist Director Maintenance.

The purpose of this meeting is to discuss allegations of your behavior that, if found to be true, may amount to finding you are in violation of the following:

Administration Regulation 4219 (attached), specifically,

- i. Inadequate or deficient work performance.
- ii. Insubordination.
- iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
- ix. Conduct on or off the job which adversely affects job performance or which adversely reflects on the District and its mission of education.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof and
- xvi. Neglect of Duty; as well as

Administrative Regulation 1332 (Alcohol, Tobacco and Controlled Substances Prohibited), specifically section 2(c)

The allegations are regarding an incident that occurred between March 7, 2025 and April 1, 2025 and consist of the following

It is alleged that on Friday, March 7, 2025 you were witnessed sitting on the stoop outside the Equipment Repair Shop smoking a cigarette on District property at approximately 3:04 pm.

It is further alleged on April 1, 2025, you send an email out to the Facilities Management Staff email group at 8:30am regarding another employee being late with your e-mail signature signed "Grudgingly"

At the meeting, you will have the opportunity to respond to all allegations listed above. You are also advised that this is an administrative investigation and you will be required to respond to all allegations, and failure to do so may constitute insubordination.

Be advised that if the allegations are found to be true, you may face disciplinary action, which can be anything from a written warning, written reprimand, suspension without pay, demotion, up to termination. Be further advised, that you have the right to have a representative of the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) present with you at the meeting. In the event you choose not to have a WESP/NSEA representative with you at this meeting, you may have legal counsel or another person present with you instead.



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV 775.851.5696

You are hereby further advised not to discuss this meeting or the allegations of potential misconduct with anyone except your WESP/NSEA representative or legal counsel. You are further directed not to contact anyone involved with this investigation (directly or indirectly) including employees of the WCSD, parents or students. Please feel free to contact me with any questions.

The District has not reached a conclusion as to what, if any, discipline is appropriate, but will do so after it receives your response to the allegations. The potential disciplinary action that may be taken against you is based upon information as described above, which, if proved, may constitute a violation of Administrative Regulation 4219.

If legal counsel will represent you, you must inform me no later than 5:00 p.m. on (enter date one (1) day before meeting date).

Sincerely,

A handwritten signature in cursive script that reads "Charlie Hoppe".

Charlie Hoppe
Director of Maintenance & Housekeeping

Attachment: WCSD Admin. Regs. 4219, 1332

cc: Doug Owen, Chief Human Resources Officer
Anthony Spotts, Lead Labor Relations Coordinator



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV • 775.851.5696

April 7, 2025

Shannon Hammond – **HAND DELIVERED**
2331 Melody Court
Reno, NV 89512

RE: **REVISED** Notice of Investigatory/Due Process Meeting and Right to Representation

Dear Ms. Hammond:

You are directed to meet with me for a Investigatory Due Process meeting on April 10, 2025 at 3:00 pm. The meeting will take place at Huffaker Operations Center in the south conference room. In attendance at the meeting with you and me will be Scott Weiby, FM Assist Director Maintenance. ✓

The purpose of this meeting is to discuss allegations of your behavior that, if found to be true, may amount to finding you are in violation of the following:

Administration Regulation 4219 (attached), specifically,

- i. Inadequate or deficient work performance.
- ii. Insubordination.
- iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
- ix. Conduct on or off the job which adversely affects job performance or which adversely reflects on the District and its mission of education.
- xii. Unauthorized or excessive absences or tardiness, or the abuse of leave privileges.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof and
- xvi. Neglect of Duty; as well as

Administrative Regulation 1332 (Alcohol, Tobacco and Controlled Substances Prohibited), specifically section 2(c)

The allegations are regarding an incident that occurred between March 7, 2025 and April 1, 2025 and consist of the following

It is alleged that on Friday, March 7, 2025 you were witnessed sitting on the stoop outside the Equipment Repair Shop smoking a cigarette on District property at approximately 3:04 pm.

It is further alleged on April 1, 2025, you sent an email out to the Facilities Management Staff email group at 8:30am regarding another employee being late with your e-mail signature signed "Grudgingly" ✓

It is also alleged on April 4, 2025, you texted me at 6:30 am that "I have lots of personal biz to take care of today. I have 1 Admin. Leave left. I've been unable to confirm with my attorney, so we have to reschedule [the] IDP hearing" You never responded to my question I noted in my text "Are you taking the day off as a personal day? It is alleged that on April 7, 2025 you submitted a leave request to take Personal Leave for last Friday.

At the meeting, you will have the opportunity to respond to all allegations listed above. You are also advised that this is an administrative investigation and you will be required to respond to all allegations, and failure to do so may constitute insubordination.



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV ❖ 775.851.5696

It is alleged that on May 15, 2025 you did not request approval to leave work to attend the Incline HS Ribbon cutting ceremony, until I asked you where you were going. You allegedly said "you know that I'm a Realtor", and I responded with "yes" but what asked what that has to do with Incline. You allegedly stated that you were hoping to make some connections at the ribbon cutting ceremony related to your realty work. I told you not to leave as I needed your assistance with some tasks. It is alleged that around 3pm, after a meeting with staff in my office, you appeared to have left the premises.

It is alleged that on May 19, 2025, at around 11:30am you left the premises for your set lunch break and returned about an hour later to eat lunch at an open desk until 12:47pm, then you returned to your work desk.

It is alleged that on May 20, 2025, at 2:53pm you were observed smoking a cigarette on District property. You had been previously reminded that District policy prohibits smoking on the premises.

It is also alleged that on May 20, 2025 you were observed taking a 90-minute lunch break without prior approval and no explanation was provided.

It is further alleged that on May 27, 2025 at 4:08pm, you left the premises and didn't return for the day. You returned to your work area and started to gather your belongings, and I asked if you were leaving. Your response was "I came into work at 20 minutes early today and Brandon Twait has some free furniture for me." I responded to you "that good to know now". As I started to tell you it was not approved you continued to walk briskly out the side door, and you allegedly didn't return for the day.

At the meeting, you will have the opportunity to respond to all allegations listed above. You are also advised that this is an administrative investigation, and you will be required to respond to all allegations, and failure to do so may constitute Insubordination.

Be advised that if the allegations are found to be true, you may face disciplinary action, which can be anything from a written warning, written reprimand, suspension without pay, demotion, up to termination. Be further advised, that you have the right to have a representative of the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) present with you at the meeting. In the event you choose not to have a WESP/NSEA representative with you at this meeting, you may have legal counsel, or another person present with you instead.

You are hereby further advised not to discuss this meeting or the allegations of potential misconduct with anyone except your WESP/NSEA representative or legal counsel. You are further directed not to contact anyone involved with this investigation (directly or indirectly) including employees of the WCSD, parents or students. Please feel free to contact me with any questions.

The District has not reached a conclusion as to what, if any, discipline is appropriate but will do so after it receives your response to the allegations. The potential disciplinary action that may be taken against you is based upon information as described above, which, if proved, may constitute a violation of Administrative Regulation 4219.

If legal counsel will represent you, you must inform me no later than 5:00 p.m. on (enter date one (1) day before meeting date).

Sincerely,

Charlie Hoppe

Charlie Hoppe



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV ☎ 775.851.5696

May 29, 2025

Shannon Hammond – **HAND DELIVERED**
2331 Melody Court
Reno, NV 89512

RE: **REVISED** Notice of Investigatory/Due Process Meeting and Right to Representation

Dear Ms. Hammond:

You are directed to meet with me for a Investigatory Due Process meeting on June 2, 2025 at 3:00 pm. The meeting will take place at Huffaker Operations Center in the south conference room. In attendance at the meeting with you and me will be Michelle Spriopoulos, FM Assist Director Housekeeping. ✓

The purpose of this meeting is to discuss allegations of your behavior that, if found to be true, may amount to finding you are in violation of the following:

Administration Regulation 4219 (attached), specifically,

- i. Inadequate or deficient work performance.
- ii. Insubordination.
- iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
- ix. Conduct on or off the job which adversely affects job performance or which adversely reflects on the District and its mission of education.
- xii. Unauthorized or excessive absences or tardiness, or the abuse of leave privileges.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof and
- xvi. Neglect of Duty; as well as

Administrative Regulation 1332 (Alcohol, Tobacco and Controlled Substances Prohibited), specifically section 2(c)

Administrative Regulation 4506 (Standards of Professional Conduct), specifically Sections 2, 3(b) and 3(d)

Level Two Reprimand dated May 7, 2025

The allegations are regarding incidents that occurred from May 2 to May 27, 2025 and consist of the following:

It is alleged that on May 2, 2025 I directed you again via e-mail to schedule our annual City of Reno Parks meeting after you refused to do so on April 14, 2025. It is alleged that you responded to this e-mail with "Nope" and a copy of the duties of an Executive Secretary.

It is alleged that on May 8, 2025 you had a meeting with Brandon Twait to discuss "Inventory Strategy Meeting" at 2:30pm to 3:15pm. Before the meeting started, I asked that need your help after, so don't stay late. When I went back to the conference room to check on your status at about 3:35, you were allegedly discussing your personal book that Mr. Twait had opened. Shortly after I walked in the north conference room, he closed the spiral bound document and slid over to you. I mentioned that I need you help with the project and ask that you come back to our office.



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV ☎ 775.851.5696

Be advised that if the allegations are found to be true, you may face disciplinary action, which can be anything from a written warning, written reprimand, suspension without pay, demotion, up to termination. Be further advised, that you have the right to have a representative of the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) present with you at the meeting. In the event you choose not to have a WESP/NSEA representative with you at this meeting, you may have legal counsel or another person present with you instead.

You are hereby further advised not to discuss this meeting or the allegations of potential misconduct with anyone except your WESP/NSEA representative or legal counsel. You are further directed not to contact anyone involved with this investigation (directly or indirectly) including employees of the WCSD, parents or students. Please feel free to contact me with any questions.

The District has not reached a conclusion as to what, if any, discipline is appropriate, but will do so after it receives your response to the allegations. The potential disciplinary action that may be taken against you is based upon information as described above, which, if proved, may constitute a violation of Administrative Regulation 4219.

If legal counsel will represent you, you must inform me no later than 5:00 p.m. on (enter date one (1) day before meeting date). ✓

Sincerely,


Charlie Hoppe
Director of Maintenance & Housekeeping

Attachment: WCSD Admin. Regs. 4219, 1332

cc: Doug Owen, Chief Human Resources Officer
Anthony Spotts, Lead Labor Relations Coordinator



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV ☎ 775.851.5696

June 2, 2025

Shannon Hammond – **HAND DELIVERED -RESCHEDULED REVISED DATE (JUNE 3, 2025)**

2331 Melody Court

Reno, NV 89512

RE: REVISED Notice of Investigatory/Due Process Meeting and Right to Representation

Dear Ms. Hammond

You are directed to meet with me for a Investigatory Due Process meeting on the (revised) date of June 3, 2025 at 2:00 pm. The meeting will take place at Huffaker Operations Center in the south conference room. In attendance at the meeting with you and me will be Michelle Spriopoulos, FM Assist Director Maintenance.

The purpose of this meeting is to discuss allegations of your behavior that, if found to be true, may amount to finding you are in violation of the following:

Administration Regulation 4219 (attached), specifically,

- i. Inadequate or deficient work performance.
- ii. Insubordination.
- iii. Failure to follow the policies, regulations, procedures, rules, instructions, directions of the District and terms of the respective negotiated Agreements.
- ix. Conduct on or off the job which adversely affects job performance or which adversely reflects on the District and its mission of education.
- xii. Unauthorized or excessive absences or tardiness, or the abuse of leave privileges.
- xv. Gross Misconduct: includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof and
- xvi. Neglect of Duty; as well as

Administrative Regulation 1332 (Alcohol, Tobacco and Controlled Substances Prohibited), specifically section 2(c)

On May 2, 2025 I directed you a second time to schedule our annual City of Reno Parks with the information below that send you in an email. (I still need to you to set up the meeting time this month with the City of Reno and these duties fall under the Administrative Assistant as they have in the past scheduled meeting. This meeting is a regular annual scheduled meeting we host with the same individuals involved. Provide me last year's agenda and I'll make any adjustments to it for distribution once the meeting schedule is ready. The location will be at the Brown Center upstairs conference room, or second option will be downstairs conf. room. Please work with Shannon Priest on the room availability if needed. Thanks for your cooperation and let me know if you have any questions to my directive on scheduling the meeting. Your response to my email was "Nope".)

On May 8, 2025 You had a meeting with Brandon Twait to discuss "Inventory Strategy Meeting" at 2:30pm to 3:15pm. Before the meeting started, I asked that need your help after, so don't stay late. When I went back to the conference room to check on your status at about 3:35, you discussed your personal book that Brandon Twait had opened. Shortly after I walked in the north conference room, he closed the spiral bound document and slid over to you. I mentioned that I need you help with the project and ask that you come back to our office.

On May 15, 2025 you did not request to leave work to attend the Incline HS Ribbon cutting ceremony, until I ask you where are going this afternoon. You were getting ready to leave the building and I



Facilities Maintenance & Housekeeping Department

7495 S. Virginia St Reno NV • 775.851.5696

asked "Where are you going".

I said that I'm sorry, but I need your help with some work deadlines. Shannon said "That you know that I'm a Realtor and I responded with "yes" but what does that have to do with Incline. I might be able to make real estate connections up there and make big money on a sale." I am sorry, but need your help on a deadline this afternoon, so I need you to stay this afternoon. Around 3pm, after my meeting with staff in my office, you appeared to have left the premises.

On May 8, 2025, you had a meeting with Brandon Twait to discuss "Inventory Strategy Meeting" at 2:30pm to 3:15pm. Before the meeting started, I asked that need your help after, so don't stay late. When I went back to the conference room to check on your status at about 3:35, you discussed your personal book that Brandon Twait had opened. Shortly after I walked in the north conference room, he closed the black spiral bound, yellow faced cover document and slid over to you. The book didn't not appear to be work related. I mentioned that I need you help with the project and ask that you come back to our office.

On May 19, 2025, at 11:30am you left the premises for your set lunch break and returned about an hour later to eat lunch at an open desk until 12:47pm, then you returned to your work desk.

On May 20, 2025, at 2:53pm you were observed smoking a cigarette on District property.

On May 20th you were observed taking a 90-minute lunch break without prior approval and no explanation was provide.

On May 27, 2025 at 4:08pm, you left the premises and didn't return for the day. You returned to you work area and started to gather your belongings and "I asked if you are leaving? Your response was "I came into work at 20 minutes early today and Brandon Twait has some free furniture for me." I responded to you "that good to know now". As I started to "Say it was not approved" you continued to walk briskly out the side door and you didn't return for the day.

At the meeting, you will have the opportunity to respond to all allegations listed above. You are also advised that this is an administrative investigation, and you will be required to respond to all allegations, and failure to do so may constitute insubordination.

Be advised that if the allegations are found to be true, you may face disciplinary action, which can be anything from a written warning, written reprimand, suspension without pay, demotion, up to termination. Be further advised, that you have the right to have a representative of the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) present with you at the meeting. In the event you choose not to have a WESP/NSEA representative with you at this meeting, you may have legal counsel, or another person present with you instead.

You are hereby further advised not to discuss this meeting or the allegations of potential misconduct with anyone except your WESP/NSEA representative or legal counsel. You are further directed not to contact anyone involved with this investigation (directly or indirectly) including employees of the WCSD, parents or students. Please feel free to contact me with any questions.

The District has not reached a conclusion as to what, if any, discipline is appropriate but will do so after it receives your response to the allegations. The potential disciplinary action that may be taken against you is based upon information as described above, which, if proved, may constitute a violation of Administrative Regulation 4219.



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If legal counsel will represent you, you must inform me no later than 5:00 p.m. on (enter date one (1) day before meeting date).

Sincerely,

Charlie Hoppe

Charlie Hoppe
Director of Maintenance & Housekeeping

Attachment: WCSD Admin. Regs. 4219, 1332

cc: Doug Owen, Chief Human Resources Officer
Anthony Spotts, Lead Labor Relations Coordinator

Exhibit Cover Page

EXHIBIT NUMBER 4

6/9/25

Help Request

Request Type

Instructions

Use this ticket type if:

*No other ticket type matches your issue.

*You are unsure of which ticket type to use.

Please ensure all relevant fields are completed as accurately and detailed as possible to ensure no delays in response time.

Request Detail

May I please have access to the "Purchase Orders Receiving" report in Biz Plus? It is module PO2002. This is a necessary tool to do my job. I was able to access it a short time ago but now I'm getting this pop up window (attached).

Type of Device ☐ Laptop ☒ Desktop ☐ Printer ☐ iPad



Computer Tag

Printer Tag

Device Location 

Phone Number

Attachments

Biz+ error lockout.JPG (20.3 KB, 6/9/25 12:20 pm)  

Location

Room

Purchase Orders



- PO2000: PO Item Payment Summary
- PO2001: Purchase Requests Waiting
- PO2002: Purchase Orders Receiving
- PO2004: Purchase Request Approved
- PO2005: Purchase Order Counts
- PO2006A: Purchases to Contract Summary
- PO2006B: Purchases to Contract Detail
- PO2007A: POs by Req Code Summary
- PO2007B: POs by Req Code Detail
- PO2008: Vendor Addresses
- PO2008A: Vendor Addresses & Email
- PO2008C: Vendor Email by Date Range
- PO2009: General Purchasing Report
- PO2010A: Change Order Recon - Construction
- PO2010B: Overage Recon - Consultants
- PO2011: Bid List Vendors
- PO2012: Incomplete Received Orders

Windows Security

Sign in to access this site

Authorization required by <http://bpprod-dbapp-1>

User name

Password

Domain: WASHOE

OK

Cancel

Ticket 289401



Cross, William
to Hammond, Shannon L

Reply Reply All Forward

Tue 6/10/2025 9:53 AM

1 2 3 4 5 6 7 8 9 10

Hi Shannon,

Since this is a request for additional access, I understand you may have had access before, I will need approval from your manager before I can process the ticket. Please have them call me or request that they put in the ticket for your access.

Thanks,



William Cross
Information Technology Technician
WCSD – Office of Information Technology
Office: 775-788-3458
Pronouns: He/Him
www.washoeschools.net



Washoe County School District Purchase Order Receiving

As Of: 4/17/2025

PR: R870181

PO: PO224877

Granite Propane

emailed
Super
Brian
4/21/25

Item	Qty Ordered	Qty Received	Received By	Receipt Date	Invoice (Packing)	Invoice #	Amount	Paid By	Payment Date	Check Num
0001	64,000.00	1,317.12	SHAMMOND	11/21/2024	0700073					
0001	64,000.00	1,020.75	SHAMMOND	11/21/2024	0510978					
0001	64,000.00	893.27	SHAMMOND	11/21/2024	05100922					
0001	64,000.00	1,512.50	SHAMMOND	11/21/2024	0510987					
0001	64,000.00	1,317.12	SHAMMOND	11/21/2024	700073					
0001	64,000.00	1,929.75	SHAMMOND	11/21/2024	510978					
0001	64,000.00	1,205.46	SHAMMOND	11/21/2024	0510922					
0001	64,000.00	1,512.50	SHAMMOND	11/21/2024	510987					
0001	64,000.00	1,437.00	SHAMMOND	12/06/2024	1437.00					
0001	64,000.00	2,598.96	SHAMMOND	12/06/2024	511126					
0001	64,000.00	2,790.58	SHAMMOND	12/19/2024	0511131					
0001	64,000.00	2,225.74	SHAMMOND	12/23/2024	0511295					
0001	64,000.00	2,002.82	SHAMMOND	12/23/2024	0511275					
0001	64,000.00	4,195.22	SHAMMOND	01/16/2025	0511326					
0001	64,000.00	2,191.02	SHAMMOND	01/16/2025	0511326					
0001	64,000.00	6,063.98	SHAMMOND	01/24/2025	0511444					
0001	64,000.00	3,041.64	SHAMMOND	02/18/2025	0511477					
0001	64,000.00	2,751.28	SHAMMOND	02/18/2025	01-87278					
0001	64,000.00	2,285.36	SHAMMOND	02/18/2025	01-87278					
0001	64,000.00	1,876.00	SHAMMOND	03/13/2025	0511670					
0001	64,000.00	5,235.44	SHAMMOND	03/13/2025	0511656					
0001	64,000.00	1,569.40	SHAMMOND	03/27/2025	0511672					
0001	64,000.00	1,223.20	SHAMMOND	03/27/2025	0511796					
0001						0700073	1,317.12	SJANGULA	12/06/2024	00050668

Rec'd twice
only pd once

unreceive?
yes
to
clear

User: WASHOE
Shannon.Hammond
Report: PO2002_PurchaseOrderReceiving



Washoe County School District Purchase Order Receiving

As Of: 6/9/2025

Ferrell Gas

PR: R868490

PO: PO223583

Item	Qty Ordered	Qty Received	Received By	Receipt Date	Invoice (Packing)	Invoice #	Amount	Paid By	Payment Date	Check Num
001	50,000.00	577.90	SHAMMOND	10/03/2024	1127818937					
001	50,000.00	176.93	SHAMMOND	10/03/2024	1127808147					
001	50,000.00	322.00	SHAMMOND	11/08/2024	1128240019					
001	50,000.00	1,122.80	SHAMMOND	11/08/2024	1128260170					
001	50,000.00	1,122.80	SHAMMOND	11/08/2024	1128260170					
001	50,000.00	489.13	SHAMMOND	11/08/2024	1128354378					
001	50,000.00	752.85	SHAMMOND	11/08/2024	1128329027					
001	50,000.00	920.50	SHAMMOND	11/08/2024	1128340609					
001	50,000.00	231.53	SHAMMOND	11/08/2024	2039771683					
001	50,000.00	1,666.26	SHAMMOND	12/06/2024	1128744045					
001	50,000.00	806.09	SHAMMOND	12/06/2024	1128761481					
001	50,000.00	743.34	SHAMMOND	12/06/2024	1128761510					
001	50,000.00	211.14	SHAMMOND	12/06/2024	1128625624					
001	50,000.00	345.24	SHAMMOND	12/06/2024	1128653024					
001	50,000.00	470.52	SHAMMOND	12/06/2024	1128625627					
001	50,000.00	636.12	SHAMMOND	12/06/2024	1128625607					
001	50,000.00	961.02	SHAMMOND	12/06/2024	1128656199					
001	50,000.00	985.14	SHAMMOND	12/06/2024	1128625624					
001	50,000.00	1,501.17	SHAMMOND	01/16/2025	1129150721					
001	50,000.00	295.74	SHAMMOND	01/16/2025	1129112173					
001	50,000.00	961.02	SHAMMOND	01/24/2025	1128656199					
001	50,000.00	743.34	SHAMMOND	01/24/2025	1128761510					
001	50,000.00	(743.34)	SHAMMOND	01/24/2025						
001	50,000.00	1,064.44	SHAMMOND	01/24/2025	1128932358					
001	50,000.00	136.06	SHAMMOND	01/24/2025	2040399630					
001	50,000.00	848.88	SHAMMOND	01/24/2025	1128576626					

Exhibit Cover Page

EXHIBIT NUMBER 5

Formal Grievance Statement

Filed Pursuant to Nevada Revised Statutes (NRS) Chapter 288 and the Washoe
Education Support Professionals (WESP) 2023–2027 Negotiated Agreement

Date: June 04, 2025

Complainant: Shannon Hammond, Employee E00062233
Administrative Secretary – Facilities Maintenance Department
Washoe County School District

Nature of the Grievance

I submit this grievance under the provisions of NRS 288.150 and Article 7 of the WESP Agreement, which guarantee public employees the right to fair working conditions, protection from retaliation, and the right to representation. This grievance arises from the following:

1. Failure to Bargain in Good Faith Regarding Position Reclassification

I submitted a formal request for position reclassification which was dismissed without a meaningful review. This violates NRS 288.150(2)(a) and the spirit of collective bargaining.

2. Violation of Progressive Discipline

Discipline has bypassed verbal coaching and gone directly to written Investigatory Due Process (IDP), contrary to Article 8.3.3 of the WESP Agreement. 1

3. Post Investigatory Due Process Meeting

After an IDP hearing has been conducted, I never receive a follow-up meeting about the conclusion or decision of the hearing which is in violation Article 8.3.4 paragraph A of the WESP Agreement.

4. Harassment and Hostile Work Environment

I have experienced undue scrutiny, micromanagement, and hostile conduct by my supervisor, violating Article 8 of the WESP Agreement.

5. Retaliation for Protected Activity

Following a discrimination complaint, I experienced escalating disciplinary actions and repeated leave denials, in violation of NRS 288.270(1)(c) and Article 8.

6. Notice for Representation

The IDP notice provided by supervisor does not inform me that I have a right to union representation nor was I given sufficient time to secure representation prior to disciplinary hearings, violating Article 8.3.3 of the WESP Agreement.

7. IDP Time Limits

The amount of time from the issuance of an IDP notification to the actual IDP meeting is not sufficient to inform my employer about having representation which is against the WESP Negotiated Agreement section 7.1.4.1.

8. Improper Disciplinary Proceedings

The Assistant Director of Housekeeping acts as both a proctor and participant, undermining neutrality and violating NRS 288.270(1)(d).

9. Requests for Written IDPs

On two occasions, I have requested that these IDP hearings be conducted through written correspondence to provide evidence of what was actually expressed by both parties. My requests have been denied and/or ignored which violates NRS 288.150 paragraph 1.

10. Unsupported Allegations (WESP 7.4, 8.3, 15.2 & NRS 288.150, .270 & 613.330)

On the last 5 IDP letters that I have received since May 10, 2024, Charlie alleges that I have violated subsection c.i of Administrative Regulation 4219 citing "inadequate or insufficient work performance." I respectfully dispute this statement because it is inaccurate and unsupported by specific examples. At no point has my supervisor outlined the exact tasks, projects, or responsibilities I allegedly failed to complete or perform to standard. In the absence of clear and objective

evidence, such a general characterization risks unfairly harming my professional record and is inconsistent with the principles of progressive discipline outlined in Article 8.3 of the Agreement.

Furthermore, I have consistently fulfilled my duties, including updating monthly budget graphs and account summary, entering complete and incomplete work order numbers, and I have requested an annual performance evaluation to identify opportunities for improving professionally. To date, my requests for a formal review have not been honored.

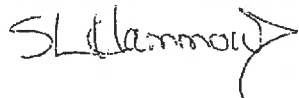
I request the following:

- Immediate cessation of retaliatory conduct.
- Review and adherence to progressive discipline practices.
- Provide supporting documentation for allegations of “insufficient or inadequate work performance” or redact them on IDPs dated 5/10/24, 6/28/24, 9/24/24, 4/7/25, 5/29/25, and 6/2/25.
- Assignment of a **neutral** third party to any future disciplinary meetings.
- Implementation of Program Services Technician III job classification which accurately reflects my job duties effective 3/1/25 including retroactive pay applicable to grade 24.
- Completion and filing of my 2025 performance evaluation immediately.

Declaration

I declare under penalty of perjury that the above statements are true and accurate.

Signed: Shannon Lee Hammond



Dated: 04 Jun 2025

Enclosures: Citations & Proof to support grievances (6 pages)

WCSD (Respondent)

Motion to Strike, or in the Alternative, Second
Reply in Support of Motion to Dismiss

Washoe County School District
Office of the General Counsel
PO Box 30425
Reno, Nevada 89520-3425
Telephone: (775) 348-0300; Facsimile: (775) 333-6010

FILED
June 27, 2025
State of Nevada
E.M.R.B.
4:27 p.m.

Kevin A. Pick, Esq., Nev. Bar No. 11683
kevin.pick@washoeschools.net
Neil A. Rombardo, Esq., Nev. Bar No. 6800
Sara K. Montalvo, Esq., Nev. Bar No. 11899
Andrea L. Schulewitch, Esq., Nev. Bar No. 15321
WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-0300
Fax: 775-333-6010
Attorneys for Respondent, Washoe County School District

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SHANNON LEE HAMMOND,

Complainant,

vs.

WASHOE COUNTY SCHOOL DISTRICT,

Respondent.

CASE NO.: 2025-008

**MOTION TO STRIKE,
OR IN THE ALTERNATIVE,
SECOND REPLY IN SUPPORT OF
MOTION TO DISMISS**

Defendant, Washoe County School District (WCSD), a political subdivision of the State of Nevada, by and through counsel, hereby moves the Nevada Government Employee-Management Relations Board (“the Board”) to strike Complainant’s Second Opposition to Motion to Dismiss as in violation of NAC 288.240(4) and the Board’s prior case precedent, or in the alternative, WCSD hereby submits this Second Reply in Support of Motion to Dismiss. This Motion, or in the alternative, Second Reply is made and based upon the memorandum of points and authorities set forth below, any exhibits attached hereto, and all papers and pleadings on file herein.

///

MEMORANDUM OF POINTS AND AUTHORITIES

In or around April 20, 2025, Complainant, Ms. Hammond, purportedly filed a prohibited practice complaint with the Board. WCSD is unsure on the exact filing date, because WCSD was not served in accordance with NAC 288.080(1) and NAC 288.080(5). Under NAC 288.080(1), Ms. Hammond was required to serve the complaint with a summons (NRCP 4(c)), and Ms. Hammond was also required to personally deliver the complaint (under NRCP 4.2(d)(3)) to “the presiding officer of the governing body” or an “agent designated . . . to receive service of process.” She failed to do so. No summons was ever served on WCSD, and Ms. Hammond merely mailed (i.e., did not deliver) a copy of the complaint to WCSD’s Chief HR Officer (who is not an agent designated by WCSD to receive service of process). The certified mail receipt indicates that the Complaint was received by WCSD’s Chief HR Officer on April 24, 2025.

Again, the Complaint was received by WCSD (although not properly served) on April 24, 2025. NAC 288.220 provides that “respondent may file an answer in the form of a pleading and not later than **20 days** after the receipt of a complaint.” Therefore, out of an abundance of caution, and without waiving the Board’s lack of personal jurisdiction or Ms. Hammond’s failure to serve process, WCSD moved to dismiss and then filed a timely Answer on May 14, 2025.

Afterwards, Ms. Hammond filed an Opposition to Motion to Dismiss on May 23, 2025, and WCSD filed its Reply in Support of Motion to Dismiss on June 4, 2025. The Motion to Dismiss was then fully briefed and submitted to the Board for decision. However, on June 24, 2025, Ms. Hammond attempted to file a Second Opposition to Motion to Dismiss.

Counsel for WCSD contacted the Board Commissioner to inquire how a second opposition could be filed without prior leave of the Board and when a second opposition is not permitted under NAC 288.240(4). On June 26, 2025, the Board Commissioner advised that the

1 Board would allow Ms. Hammond’s Second Opposition, but provided no legal basis for the
2 Board’s decision. Still, the Board Commissioner advised that WCSD could file a second reply in
3 support of its Motion to Dismiss, but the deadline for the second reply was unclear because
4 second oppositions are not contemplated within NAC 288.240(4). WCSD now moves to strike
5 the non-compliant Second Opposition, which was filed in violation of NAC 288.240(4) and the
6 Board’s past case precedent. Alternatively, WCSD submits this Second Reply to Complainant’s
7 Second Opposition to Motion to Dismiss.

8 **I. THE BOARD MUST STRIKE COMPLAINANT’S SECOND OPPOSITION**

9 Motion practice before the Board is governed by NAC 288.240 and specifically, NAC
10 288.240(4) instructs that “[w]ithin 14 days after service of any motion, all parties wishing to
11 respond to the points raised in the motion shall file their opposition to the motion” and that
12 “[w]ithin 14 days after service of the opposition to the motion, the moving party may respond to
13 the points raised in the opposition.” Accordingly, NAC 288.240 allows a motion, a response, and
14 then a reply in support of the motion.

15 But nowhere does NAC 288.240 allow the responding party a *second opposition*, or
16 permit the parties to engage in a never-ending series of written exchanges. Nevertheless, that is
17 exactly what Ms. Hammond filed on June 24, 2025, when she submitted her Second Opposition
18 to WCSD’s May 14, 2025, Motion to Dismiss. Ms. Hammond did not bother to seek leave of the
19 Board before filing her Second Opposition, and NAC 288.240 does not even appear to permit the
20 Board discretion to allow a second opposition. Nor did Ms. Hammond bother to provide evidence
21 of good cause for why she was unable to make these new arguments in her first opposition. What
22 is more, NAC 288.240(4) instructs that an opposition is due 14 days after the motion. However,
23 since the Motion to Dismiss was filed on May 14, 2025, Ms. Hammond’s June 23, 2025, Second

1 Opposition was filed 26 days too late – even if it was allowed at all under NAC 288.240.

2 This Board has inherent authority to manage matters before it, but this Board does not
3 have discretion to disregard Nevada law. *See* NRS 233B.135(3). NAC 288.240(4) clearly does
4 not permit Ms. Hammond to submit a second opposition. Furthermore, NAC 288.240(4) uses the
5 mandatory word “shall” when describing that an opposition must be filed “[w]ithin 14 days after
6 service of any motion . . .” Meaning that only one opposition can be filed and it must be filed 14
7 days after the motion. Accordingly, Nevada law demands that this non-compliant Second
8 Opposition be stricken.

9 WCSD must also note that the Board previously ruled on this exact issue and struck the
10 non-compliant second opposition. In the case of *Ronald Taylor vs. Clark County Education*
11 *Association, et al.*, EMRB Item No. 657, Case No. A1-045904 (May, 2007), respondent (CCEA)
12 moved to dismiss Taylor’s complaint on March 23, 2007. Mr. Taylor then filed an opposition on
13 March 30, 2007, and CCEA filed a reply on April 16, 2007. However, after already having filed
14 one opposition, Mr. Taylor filed a second opposition on April 20, 2007. CCEA then moved to
15 strike the fugitive second opposition on May 9, 2007. The Board granted CCEA’s motion to
16 strike, because Mr. Taylor’s second opposition was “a fugitive document and is not allowed
17 pursuant to this Board’s statutes and regulations.” The same result must occur here, because there
18 are still no Board statutes and regulations that permit Ms. Hammond’s Second Opposition.

19 As such, because Ms. Hammond’s Second Opposition was both untimely (i.e. filed more
20 than 14-days after the motion) and not permitted under NAC 288.240(4), the Board is required
21 to strike the fugitive Second Opposition. To do otherwise would be clear legal error and contrary
22 to the Board’s own past precedent. Moreover, if the Board were to allow this Second Opposition,
23 then the Board should be prepared for future parties to similarly disregard NAC 288.240(4) and

1 inundate the Board with a never-ending cycle of perpetual filings. Based on the foregoing, WCSD
2 moves the Board to strike the Second Opposition.

3 **II. IN THE ALTERNATIVE, THE BOARD SHOULD STILL GRANT**
4 **WCSD’S MOTION TO DISMISS**

5 If the Board is not inclined to strike the Second Opposition, then (in the alternative)
6 WCSD hereby provides this reply to Ms. Hammond’s Second Opposition.

7 The Second Opposition first argues that the Motion to Dismiss was untimely, because
8 (according to Ms. Hammond) the initial Complaint triggered a “14-day deadline” for responsive
9 pleadings that (according to Ms. Hammond) expired on June 6, 2025. *See* Second Opposition, at
10 2. However, a 20-day deadline applies to responsive pleadings and not a 14-day deadline. *See*
11 NAC 288.220(1). Furthermore, the responsive pleading deadline was not June 6, 2025. Ms.
12 Hammond never properly served the Complaint in accordance with NAC 288.080(1) and NAC
13 288.080(5), so there was no responsive pleading deadline until WCSD was properly served
14 (which has never happened). But even if we use the date that WCSD received the Complaint by
15 mail on April 24, 2025, the responsive pleading deadline was May 14, 2025, and WCSD therefore
16 complied with NAC 288.220(1). In fact, on page 4 of the Second Opposition, even Ms. Hammond
17 agrees that “Respondent filed a **timely** Motion to Dismiss on May 14, 2025.” (Emphasis added).
18 She cannot have it both ways.

19 Next, the Second Opposition argues that Ms. Hammond properly alleged a prima facie
20 case of retaliation under NRS 288.270(1)(f) and (g) for requesting reclassification “based on
21 workload and duties beyond her job description.” *See* Second Opposition, at 3. However,
22 violations of NRS 288.270(1)(f) and (g) were never pled in the Complaint and the fact that Ms.

23 ///

Hammond is now resorting to unpled claims and allegations to oppose dismissal merely confirms the inadequacy of the Complaint. Furthermore, NRS 288.270(1)(f) is for discrimination based on race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations. However, nowhere does the Complaint include allegations of such discrimination or facts to support such allegations. Likewise, NRS 288.270(1)(g) is limited to failure to provide the information required by NRS 288.180. But NRS 288.180 does not apply to Ms. Hammond, who is not an employee organization requesting reasonable information concerning subjects of mandatory bargaining.

But even if we generously viewed the Complaint as a claim for retaliation under NRS 288.270(1)(a) or (d), the Complaint still does not allege facts to support such a claim. The Second Opposition claims (without any facts) that Ms. Hammond was retaliated against for requesting reclassification into a higher paid position “based on workload and duties beyond her job description.” *See* Second Opposition, at 3. However, as a matter of law, merely requesting reclassification into a higher paid position “based on workload and duties beyond her job description” is not a protected activity under NRS Chapter 288. It is axiomatic that a retaliation claim cannot exist if there is no protected activity. There is also no evidence (or even allegations) that an adverse action was causally connected to a protected activity under NRS Chapter 288. As such, the Complaint fails to allege a clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy; moreover, the Complaint lacks probable cause and is therefore insufficient to invoke the jurisdiction of the Board.

///

///

1 The Second Opposition also argues that service of process was sufficient, because the
2 Complaint was filed “within the 120-day deadline required under applicable law” and because
3 WCSD had actual notice of the Complaint. However, no such 120-day deadline exists in NAC
4 Chapter 288. Instead, NAC 288.080(5) clearly instructs that a complaint must be served “within
5 7 days after the filing,” which clearly did not happen in this case. NAC 288.080(5) uses the
6 mandatory word “must,” and NAC 288.080(1) similarly mandates that “[i]ssuance and service
7 of process of papers required by this chapter **must** be in conformity with the Nevada Rules of
8 Civil Procedure . . .” (Emphasis added). However, it is clear that Ms. Hammond failed to timely
9 serve the Complaint in accordance with NRCP 4(c) and NRCP 4.2(d)(3), and thereby violated
10 these mandatory provisions.

11 What is more, WCSD submits that the Board lacks personal jurisdiction over WCSD,
12 because Ms. Hammond never properly served process on WCSD. The Nevada Supreme Court
13 strictly construes the time and manner requirements of service of process. *See Leven v. Frey*, 123
14 Nev. 399, 407-8, 168 P.3d 712, 717-18 (2007). A plaintiff must properly serve process even when
15 a defendant has actual notice of the pending action; notice is not an effective substitute for service
16 of process. *See C.H.A. Venture v. G.C. Wallace Consulting Eng'rs, Inc.*, 106 Nev. 381, 384, 794
17 P.2d 70, 7097 (1990) (“notice is not a substitute for service of process. Personal service or a
18 legally provided substitute must still occur in order to obtain jurisdiction over a party.”)
19 Therefore, only proper service of process vests a court with personal jurisdiction over a
20 defendant. *See In re Estate of Black*, 132 Nev. 73, 75-76, 367 P.3d 416, 417 (2016). Therefore,
21 Ms. Hammond’s argument that no prejudice has resulted to WCSD are illusory, because the
22 Board lacks jurisdiction to even consider prejudice. Also, it is prejudice enough for the Board to
23 exercise jurisdiction over WCSD when there is a lack of personal jurisdiction. Moreover,

1 prejudice has resulted because Ms. Hammond is now arguing that WCSD’s responsive pleading
2 was somehow untimely when the Complaint was never properly served in the first place.

3 Lastly, the Second Opposition attempts to flatly mischaracterize the Complaint and
4 alleges (for the first time ever) that Ms. Hammond was retaliated against for “engagement with
5 WESP . . .” or for “advocating for workplace fairness.” *See* Second Opposition, at 5. But this
6 new allegation is pled nowhere in the Complaint, and Ms. Hammond cannot amend her
7 Complaint via an (already-improper) Second Opposition to Motion to Dismiss. Also, contrary to
8 these new arguments, the Complaint repeatedly alleges that Ms. Hammond was retaliated against
9 for “requesting a reclassification.” *See* Complaint, at 1, 3, 4, 5. The Complaint also notably
10 confirms that WESP did not even support Ms. Hammond in her dispute over reclassifying into a
11 higher paid position. *Id.* at 3 (“Complainant’s inquiries to her union were met with dismissive
12 responses . . .”) Moreover, Ms. Hammond cannot turn unprotected activity into statutorily
13 protected activity, but nebulously describing her reclassification request as “advocating for
14 workplace fairness,” which is also not a protected activity under NRS Chapter 288. Literally any
15 workplace disagreement could be arbitrarily characterized as “advocating for workplace
16 fairness,” which if deemed a protected activity would render meaningless the Board’s
17 jurisdictional limitations under NRS 288.270 and NRS 288.280. *See Hobbs v. State*, 127 Nev.
18 234, 237, 251 P.3d 177, 179 (2011) (Courts must “avoid statutory interpretation
19 that renders language meaningless or superfluous . . .”)

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1 **III. CONCLUSION**

2 Based on the foregoing, WCSD moves the Board to strike Ms. Hammond's improper and
3 unauthorized Second Opposition, or in the alternative, grant WCSD's Motion to Dismiss the
4 Complaint with prejudice and in its entirety.

5 DATED this 27th day of June, 2025.

6
7 WASHOE COUNTY SCHOOL DISTRICT
8 OFFICE OF THE GENERAL COUNSEL

9 By: /s/Kevin A. Pick, Esq.
10 KEVIN A. PICK, ESQ.
11 Nevada Bar No. 11683
12 General Counsel
13 P.O. Box 30425
14 Reno, NV 89520-3425
15 Attorney for Respondent
16
17
18
19
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23

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, I certify that I am an employee of the WASHOE COUNTY SCHOOL DISTRICT OFFICE OF THE GENERAL COUNSEL and that on this date I served a true and correct copy of the preceding document addressed to the following:

Shannon Hammond
2331 Melody Lane
Reno, NV 89512
Slh9001@yahoo.com

Marisu Romualdez Abellar
Commissioner
Department of Business & Industry
Employee-Management Relations Board
mabellar@business.nv.gov

by United States first class mail, postage prepaid and via email.

DATED this 27th day of June, 2025.

/s/ Kaaren Andersen
Kaaren Andersen

WCSD (Respondent)

Reply in Support of Motion to Strike, or in the Alternative,
Second Reply in Support of Motion to Dismiss

Washoe County School District
Office of the General Counsel
PO Box 30425
Reno, Nevada 89520-3425
Telephone: (775) 348-0300; Facsimile: (775) 333-6010

FILED
July 14, 2025
State of Nevada
E.M.R.B.
10.11 a.m.

Kevin A. Pick, Esq., Nev. Bar No. 11683
kevin.pick@washoeschools.net
Neil A. Rombardo, Esq., Nev. Bar No. 6800
Sara K. Montalvo, Esq., Nev. Bar No. 11899
Andrea L. Schulewitch, Esq., Nev. Bar No. 15321
WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-0300
Fax: 775-333-6010
Attorneys for Respondent, Washoe County School District

BEFORE THE STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SHANNON LEE HAMMOND,
Complainant,
vs.
WASHOE COUNTY SCHOOL DISTRICT,
Respondent.

CASE NO.: 2025-008

**REPLY IN SUPPORT OF
MOTION TO STRIKE,
OR IN THE ALTERNATIVE,
SECOND REPLY IN SUPPORT OF
MOTION TO DISMISS**

Respondent, Washoe County School District (WCSD), a political subdivision of the State of Nevada, by and through counsel, hereby submits this Reply in Support of Respondent's Motion to Strike, or in the Alternative, Second Reply in Support of Motion to Dismiss.

On June 24, 2025, Complainant attempted to file a Second Opposition to Respondent's May 14, 2025, Motion to Dismiss. In response to the unauthorized and improper Second Opposition, Respondent filed a Motion to Strike, or in the Alternative, Second Reply in Support of Motion to Dismiss on June 27, 2025. Complainant then had until July 11, 2025, in which to

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1 oppose Respondent's Motion to Strike; however, no such response was timely filed by
2 Complainant.

3 Pursuant to NAC 288.240(6), "[i]f a party fails to file and serve a written opposition to a
4 motion, that failure to respond may be construed as an admission that the motion is meritorious
5 and as consent to granting the motion." As such, Complainant's failure to oppose Respondent's
6 June 27, 2025, Motion to Strike, or in the Alternative, Second Reply in Support of Motion to
7 Dismiss is an admission that said motion is meritorious and is deemed as consent to granting the
8 motion. Accordingly, on this basis and based upon the grounds outlined in Respondent's June
9 27, 2025, Motion, the unauthorized and improper Second Opposition must be stricken.

10 DATED this 14th day of July, 2025.

11 WASHOE COUNTY SCHOOL DISTRICT
12 OFFICE OF THE GENERAL COUNSEL

13 By: /s/Kevin A. Pick, Esq. _____
14 KEVIN A. PICK, ESQ.
15 Nevada Bar No. 11683
16 General Counsel
17 P.O. Box 30425
18 Reno, NV 89520-3425
19 Attorney for Respondent
20
21
22
23

CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, I certify that I am an employee of the WASHOE COUNTY SCHOOL DISTRICT OFFICE OF THE GENERAL COUNSEL and that on this date I served a true and correct copy of the preceding document addressed to the following:

Shannon Hammond
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Reno, NV 89512
Slh9001@yahoo.com

Marisu Romualdez Abellar
Commissioner
Department of Business & Industry
Employee-Management Relations Board
mabellar@business.nv.gov

by United States first class mail, postage prepaid and via email.

DATED this 14th day of July, 2025.

/s/ Kaaren Andersen
Kaaren Andersen

Shannon Lee Hammond (Complainant)

Motion for Leave to Submit Late Reply Due
to Counsel's Unavailability and Good Faith
Misunderstanding Regarding Hearing Status

Code: _____

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

COMPLAINANT,

Shannon Lee Hammond

vs.

RESPONDENT,

Washoe County School District, et al

Case No.: 2025-008

MOTION FOR LEAVE TO SUBMIT LATE
REPLY DUE TO COUNSEL'S
UNAVAILABILITY AND GOOD FAITH
MISUNDERSTANDING REGARDING
HEARING STATUS

I. INTRODUCTION

Complainant, Shannon Lee Hammond, respectfully submits this Motion for Leave to Submit a Late Reply in response to Respondent's Reply in Support of Motion to Strike, filed on or about June 27, 2025. This motion is submitted in accordance with the Nevada Administrative Code and Board practice, and is based on good cause.

II. GROUNDS FOR RELIEF

Complainant retained Ron Dreher, Esq., as legal counsel to assist in the preparation of filings in this matter. Mr. Dreher authored and submitted the Opposition to Respondent's Motion to Dismiss on June 23, 2025, which was served upon EMRB and opposing counsel.

Following submission, Complainant contacted EMRB staff and requested a file-stamped copy for proof of service. In response, EMRB provided instructions for attending the Board's July 8, 2025, online meeting, which Complainant reasonably interpreted as notice that

MOTION FOR LEAVE TO SUBMIT LATE REPLY DUE TO COUNSEL'S
UNAVAILABILITY AND GOOD FAITH MISUNDERSTANDING REGARDING
HEARING STATUS - 1

1 her case would appear on the agenda. Accordingly, Mr. Dreher appeared at the July 8 meeting
2 on Complainant's behalf.

3 Only after that date did Complainant discover that her matter had not been
4 scheduled for hearing and that Mr. Dreher was departing the country, rendering him
5 unavailable to assist with follow-up filings, including a response to Respondent's Motion to
6 Strike, for which a deadline of July 11, 2025 applied.

7 III. LEGAL BASIS AND SUPPORTING AUTHORITY

8 Under NAC 288.250(2), the Board may extend filing deadlines "upon good
9 cause shown." Additionally, NRCP 6(b)(1)(B) permits late filings "upon a showing of
10 excusable neglect." Courts and administrative boards have interpreted "excusable neglect"
11 broadly to include:

12 Good-faith reliance on counsel;

13 Calendar or communication misunderstandings;

14 Minor procedural errors where no prejudice results.

15 The EMRB has consistently applied these principles. In SEIU, Local 1107 v.
16 Clark County, EMRB Case No. A1-045883, the Board held that a procedural defect in filing
17 (i.e., a late proof of service) did not warrant dismissal where the opposing party had actual
18 notice and suffered no prejudice.

19 Likewise, in NTEU v. Department of Administration, EMRB Case No. 2020-
20 004, the Board excused a late response due to a party's reasonable misunderstanding of
21 procedural timing during pending negotiations. The Board emphasized a strong preference to
22 resolve matters on their merits rather than through procedural technicalities.

23 MOTION FOR LEAVE TO SUBMIT LATE REPLY DUE TO COUNSEL'S
24 UNAVAILABILITY AND GOOD FAITH MISUNDERSTANDING REGARDING
HEARING STATUS - 2

1 Here, Complainant submitted her initial opposition on time, her attorney
2 appeared at the July 8 meeting, and the opposing party (WCSD) suffered no prejudice from the
3 short delay in replying to the June 27 filing.

4 Complainant respectfully submits that the Board's discretion under NAC
5 288.250(2), together with the standard of excusable neglect under NRCP 6(b)(1)(B) and
6 supporting precedent, support acceptance of her late reply under these circumstances.

7 IV. REQUEST FOR RELIEF

8 Complainant respectfully requests that the Board:

9 Grant leave to file a late reply in response to Respondent's Reply in Support of
10 Motion to Strike;

11 Accept the forthcoming reply as timely for consideration, should the Board
12 require such a filing to resolve outstanding procedural issues; and

13 Schedule the matter for hearing or otherwise notify Complainant of any
14 deadlines or steps needed to preserve her right to be heard.

15 This motion is made in good faith and not for the purpose of delay.
16 Complainant remains committed to resolving the matter on the merits and appreciates the
17 Board's understanding under these circumstances.

18 V. CONCLUSION

19 WHEREFORE, for the reasons stated above, Complainant respectfully requests
20 that the EMRB grant leave to file a late reply and allow this matter to proceed fairly and fully
21 on the record.

22 Dated this 15 day of July, 2025.

23 MOTION FOR LEAVE TO SUBMIT LATE REPLY DUE TO COUNSEL'S
24 UNAVAILABILITY AND GOOD FAITH MISUNDERSTANDING REGARDING
HEARING STATUS - 3

1
2 Respectfully submitted,

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5 Shannon L. Hammond
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23 MOTION FOR LEAVE TO SUBMIT LATE REPLY DUE TO COUNSEL'S
24 UNAVAILABILITY AND GOOD FAITH MISUNDERSTANDING REGARDING
HEARING STATUS - 4

WCSD (Respondent)

Opposition to Motion for Leave to Submit
Late Reply Due

Washoe County School District
Office of the General Counsel
PO Box 30425
Reno, Nevada 89520-3425
Telephone: (775) 348-0300; Facsimile: (775) 333-6010

FILED
July 22, 2025
State of Nevada
E.M.R.B.
7:52 a.m.

Kevin A. Pick, Esq., Nev. Bar No. 11683
kevin.pick@washoeschools.net
Neil A. Rombardo, Esq., Nev. Bar No. 6800
Sara K. Montalvo, Esq., Nev. Bar No. 11899
Andrea L. Schulewitch, Esq., Nev. Bar No. 15321
WASHOE COUNTY SCHOOL DISTRICT
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-0300
Fax: 775-333-6010
Attorneys for Respondent, Washoe County School District

BEFORE THE STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SHANNON LEE HAMMOND,

Complainant,

vs.

WASHOE COUNTY SCHOOL DISTRICT,

Respondent.

CASE NO.: 2025-008

OPPOSITION TO
MOTION FOR LEAVE TO SUBMIT
LATE REPLY

Respondent, Washoe County School District (WCSD), a political subdivision of the State of Nevada, by and through counsel, hereby submits this Opposition to Complainant's July 15, 2025, Motion for Leave To Submit Late Reply Due To Counsel's Unavailability and Good Faith Misunderstanding Regarding Hearing Status. This Opposition is made and based upon the memorandum of points and authorities set forth below, any exhibits attached hereto, and all papers and pleadings on file herein.

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MEMORANDUM OF POINTS AND AUTHORITIES

On June 24, 2025, Complainant attempted to file an improper and unauthorized Second Opposition to Respondent's May 14, 2025, Motion to Dismiss. In response, Respondent filed a Motion to Strike, or in the Alternative, Second Reply in Support of Motion to Dismiss on June 27, 2025. Complainant then had until July 11, 2025, in which to oppose Respondent's Motion to Strike; however, no such response was timely filed by Complainant.

Therefore, on July 14, 2025, Respondent filed a Reply in Support of Motion to Strike and noted that, pursuant to NAC 288.240(6), "[i]f a party fails to file and serve a written opposition to a motion, that failure to respond may be construed as an admission that the motion is meritorious and as consent to granting the motion." Accordingly, based upon Complainant's failure to oppose the Motion to Strike and upon the other grounds outlined in Respondent's Motion to Strike, the Respondent urged the Board to strike the unauthorized and improper Second Opposition.

The next day, on July 15, 2025, Complainant filed a lengthy "Motion for Leave to Submit Late Reply Due to Counsel's Unavailability and Good Faith Misunderstanding Regarding Hearing Status." Therein, Complainant invoked NRCP 6 and argued that she should be permitted to file a late opposition based on "excusable neglect." *See* Motion, at 2-3. To support the existence of excusable neglect, Complainant argues that she filed her "initial opposition on time," that her attorney appeared at the July 8, 2025, Board meeting, and that Respondent will suffer no prejudice from Complainant filing a late opposition. *Id.*

However, the Respondent must initially note that the Motion for Leave to Submit Late Reply was never served by Complainant. Rather, the Board served the Motion for Leave To Submit Late Reply on July 16, 2025, after it was filed *ex parte*. But regardless of Complainant's

1 failure to serve the Motion for Leave to Submit Late Reply, Plaintiff has not demonstrated
2 excusable neglect for her failure to submit a timely opposition to Respondent's Motion to Strike.

3 Complainant argues that she filed her "initial opposition on time," but Complainant's
4 opposition to Respondent's May 14, 2025, Motion to Dismiss is irrelevant to Complainant's
5 failure to timely oppose Respondent's June 27, 2025, Motion to Strike. Timely opposing one
6 motion does not provide excusable neglect for failing to oppose another motion. If anything, it
7 shows that Complainant was aware of the relevant deadline for an opposition but chose to
8 disregard it and not timely respond to the Motion to Strike.

9 Complainant next argues that her attorney appeared at the July 8, 2025, Board meeting;
10 however, this argument fails on two different levels. First, this case was not on the agenda for
11 the July 8, 2025, Board meeting. Second, no attorney has made an appearance on behalf of
12 Complainant in this case, and Complainant has repeatedly advised that she is representing herself.

13 Lastly, as to whether Respondent will suffer prejudice from Complainant filing a late
14 opposition, the standard under NRCP 6 is not whether Respondent will be prejudiced but whether
15 Complainant can show excusable neglect for her failure to file a timely opposition. Therefore,
16 prejudice to Respondent is irrelevant. Moreover, Respondent will be prejudiced by a double
17 standard that allows Complainant to casually ignore the rules to her own benefit.

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1 Based upon the foregoing, Respondent respectfully urges the Board to deny
2 Complainant's Motion for Leave to Submit Late Reply.

3 DATED this 22nd day of July, 2025.

4 WASHOE COUNTY SCHOOL DISTRICT
5 OFFICE OF THE GENERAL COUNSEL

6 By: /s/Kevin A. Pick, Esq.
7 KEVIN A. PICK, ESQ.
8 Nevada Bar No. 11683
9 General Counsel
10 P.O. Box 30425
11 Reno, NV 89520-3425
12 Attorney for Respondent
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CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, I certify that I am an employee of the WASHOE COUNTY SCHOOL DISTRICT OFFICE OF THE GENERAL COUNSEL and that on this date I served a true and correct copy of the preceding document addressed to the following:

Shannon Hammond
2331 Melody Lane
Reno, NV 89512
Slh9001@yahoo.com

Marisu Romualdez Abellar
Commissioner
Department of Business & Industry
Employee-Management Relations Board
mabellar@business.nv.gov

by United States first class mail, postage prepaid and via email.

DATED this 22nd day of July, 2025.

/s/ Kaaren Andersen
Kaaren Andersen