

FILED
June 25, 2026
State of Nevada
E.M.R.B.
1:24 p.m.

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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANAE D. BARNUM,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada;
and TEAMSTERS LOCAL 14, a Nevada
employee organization,

Respondents.

CASE NO.: 2026-011

**CLARK COUNTY SCHOOL
DISTRICT'S MOTION TO DISMISS
COMPLAINT**

CLARK COUNTY SCHOOL DISTRICT ("the District" or "CCSD"), by and through its undersigned counsel, moves to dismiss LaNae Barnum's ("Complainant's") Complaint as not raising a justiciable controversy or probable cause for consideration. The Complaint does not actually include any allegations against the District that would raise a justiciable controversy for the Employee-Management Relations Board ("EMRB") to consider. Complainant's claims must be dismissed.

I. INTRODUCTION

There is no justiciable issue or probable cause for the EMRB's consideration in the instant Complaint as against the Clark County School District. Rather, Complainant has filed claims that the District did not follow the disciplinary procedures outlined in the Negotiated Agreement. Complainant's requested relief in this case is that the EMRB order the District to comply with the

1 procedures in the Negotiated Agreement. However, the Board may not adjudicate a claim that the
2 District violated the contract.

3 Even if the Board could adjudicate the claims by Complainant, which the District disputes,
4 the District followed the procedures outlined in the 2025-2027 Negotiated Agreement, and ESEA
5 has raised no argument to the contrary, so Barnum's claims have no merit. Therefore, the
6 Complaint must be dismissed.

7 **II. STATEMENT OF FACTS**

8 **A. The 2025-2027 Negotiated Agreement Between ESEA and the District.**

9 The District is a local government employer within the meaning of NRS 288.060, and
10 ESEA is the recognized, exclusive bargaining representative for support professionals within the
11 District in accordance with NRS 288.160 and NRS 288.133. The parties entered into a 2025-2027
12 Negotiated Agreement, the terms of which applied to Complainant's dismissal and grievance of
13 the recommendation for dismissal. *See Relevant Pages of 2025-2027 Negotiated Agreement,*
14 *attached hereto as Exhibit A; see also, Reno Police Protective Assoc. v. City of Reno, Item No.*
15 *175, EMRB Case No. A1-045390 (1985).*

16 ESEA has an agreement with Teamsters Local 14 to assist in servicing the support staff
17 employed by the District. *See Clark County Education Association v. Clark County School*
18 *District and Intervenor Education Support Employees Association, Case No. 2023-009, Item*
19 *#890.* The District has not recognized Teamsters Local 14 as an employee organization under
20 NRS 288.160. *See Clark County Education Association v. Clark County School District and*
21 *Intervenor Education Support Employees Association, Case No. 2023-009, Item #890.*

22 **B. Complainant's Employment with the District and Failure to Be Able to** 23 **Perform the Duties and Responsibilities of Her Position.**

24 Complainant was employed as a bus driver for the District. *See Declaration of Christopher*
25 *Greathouse, attached hereto as Exhibit B.* As a support employee, Complainant is subject to the
26 Negotiated Agreement between CCSD and ESEA. Bus drivers are safety-sensitive employees due
27 to the nature of their job responsibilities – transporting students – and must adhere to federal
28 requirements under the Omnibus Transportation Employee Testing Act and the Federal Motor

Carrier Safety Administration's ("FMCSA") regulations. **Exhibit B**; *see also* CCSD Regulations 4343 and 4231(II)(C), attached hereto as **Exhibit C**. Safety-sensitive employees may be dismissed for possession, use, or being under the influence of THC. **Exhibit C**.

On April 9, 2026, Complainant was subjected to a random drug test, and the test returned positive for marijuana metabolites (Delta-9/THC). **Exhibit B**. Complainant was given adequate notice of the allegations against her that her random drug test had returned positive drug results, and was scheduled to appear for an investigatory conference, pursuant to the Negotiated Agreement between the District and ESEA. *See Exhibits A and B*. On April 28, 2026, Complainant and her union representative, Tamura Jamison, appeared at the investigatory conference. **Exhibit B**. Complainant acknowledged that she was required to follow the FMCSA regulations and that marijuana use by CDL holders was prohibited under those regulations. **Exhibit B**. CCSD Regulation 4231(II)(C) expressly provides that "[a] *safety-sensitive employee who tests positive for* alcohol misuse or *illegal/illicit drugs*, absent a legitimate medical reason for a positive result, *will be subject to dismissal and immediately removed from duty, without pay*, whether or not there is additional evidence that the employee's job performance has been negatively affected by alcohol misuse or illegal/illicit drug use." **Exhibit C** (emphasis added).

On May 6, 2026, the Complainant was suspended without pay pending a recommendation for dismissal. **Exhibit B**. On May 20, 2026, and in accordance with the applicable grievance and arbitration procedures, Christopher Greathouse, Director III in the District's Employee Management Relations ("EMR") department, convened an evidentiary hearing, where Complainant and her union representative were present. **Exhibit B**. Director Chris Greathouse upheld the recommendation for dismissal pursuant to CCSD Regulation 4343. **Exhibit B**. From the District's standpoint, the matter concluded as a demand for arbitration was not submitted. Complainant was separated from employment with the District and has the ability to apply for reemployment consistent with CCSD Regulation 4231. *See Exhibit C* ("An employee discharged because of a positive test for alcohol misuse and/or illegal/illicit drugs may apply for consideration for reemployment with the Clark County School District").

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1 **III. LEGAL AUTHORITY**

2 NAC 288.200 identifies that a complaint must include:

3 (c) A clear and concise statement of the facts constituting the alleged practice
4 sufficient to raise a justiciable controversy under chapter 288 of NRS, including
5 the time and place of the occurrence of the particular acts and the names of persons
6 involved; and

7 (d) The legal authority under which the complaint is made.

8 NAC 288.375 further provides that the Board may dismiss a matter for any of the
9 following related reasons:

10 1. If the Board determines that no probable cause exists for the complaint, or if
11 the complaint has been settled and notice of the settlement has been received by
12 the Board.

13 ...

14 5. If an applicant, petitioner or complainant files a spurious or frivolous
15 complaint or a complaint which presents only issues that have been previously
16 decided by the Board.

17 NRS 288.110(2) allows the Board to hear and determine any complaint arising out of the
18 interpretation of, or performance under, the provisions of that chapter. The EMRB has held that
19 the jurisdiction of the state board is limited to those areas delineated in its enabling statutes, and
20 that it is without jurisdiction to construe the provisions of a collective bargaining agreement. *See*
21 *County of Washoe v. Washoe County Sheriff's deputies Assoc.*, Case No. A1-045300, Item No. 57
22 (citing to *Reno Police Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16);
23 *Clark County Teachers Assoc. v. Board of Trustees of the Clark County School District*, Case No.
24 A1-045351, Item No. 130 ("it is outside the Board's jurisdiction to resolve grievances arising
25 under the parties' collective bargaining agreements."). In this case, the Complaint should be
26 dismissed as against the District because there is no justiciable controversy that the EMRB may
27 consider. Complainant avers that the District did not follow disciplinary procedures outlined by
28 the terms of the agreement, even though she actually lists each and every step the District took in
29 accordance with the Negotiated Agreement. Nevertheless, claims that an employer violated the
30 Negotiated Agreement between the employer and a recognized employee organization are not one
31 of the provisions under NRS 288 that the EMRB may consider. Further, since the Complainant

1 knew that the process had been followed, but filed the instant Complaint anyway, her claims were
2 frivolous and spurious as against the District. Lastly, Complainant's issue with the union not
3 submitting the matter to arbitration, or not fairly representing her, is not a concern that can be
4 imputed on the District. Accordingly, Complainant's complaint must be dismissed.

5 **IV. MEMORANDUM OF POINTS AND AUTHORITIES**

6 **A. Complainant's Claims Do Not Raise a Justiciable Controversy Nor Probable** 7 **Cause, and the Complaint Must Be Dismissed.**

8 The EMRB has jurisdiction over unfair labor practices. NRS 288.270(1). Complainant's
9 claims are confusing because she avers that the District violated NRS 288.270, yet her claims are
10 not included in the types of prohibited practices outlined in that statute.

11 Prohibited practices under NRS 288.170(1) include the following:

12 (a) Interfere, restrain or coerce any employee in the exercise of any right
guaranteed under this chapter.

13 (b) Dominate, interfere or assist in the formation or administration of any
employee organization.

14 (c) Discriminate in regard to hiring, tenure or any term or condition of
15 employment to encourage or discourage membership in any employee
organization.

16 (d) Discharge or otherwise discriminate against any employee because the
employee has signed or filed an affidavit, petition or complaint or given any
17 information or testimony under this chapter, or because the employee has formed,
joined or chosen to be represented by any employee organization.

18 (e) Refuse to bargain collectively in good faith with the exclusive representative
19 as required in NRS 288.150. Bargaining collectively includes the entire
bargaining process, including mediation and fact-finding, provided for in this
20 chapter.

21 (f) Discriminate because of race, color, religion, sex, sexual orientation, gender
identity or expression, age, physical or visual handicap, national origin or because
22 of political or personal reasons or affiliations.

...

23 Complainant has alleged that CCSD violated NRS 288.170 because it (1) failed to follow the
24 disciplinary proceedings [outlined in the Negotiated Agreement]; (2) failed to provide written
25 notice of termination; (3) interfered with her rights under the Negotiated Agreement; (4) denied
26 her due process; and (5) discriminated against her for "exercising protected rights." However,
27 those allegations are not the types of justiciable controversies or prohibited practices that are
28 enumerated in NRS 288.270(1). In fact, Complainant has essentially claimed that the District

1 violated the Negotiated Agreement by not following the disciplinary procedures contained
2 therein, which is not a claim within the EMRB's jurisdiction. *See County of Washoe v. Washoe*
3 *County Sheriff's deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno Police*
4 *Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County Teachers*
5 *Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351, Item No.
6 130.

7 First, Complainant did not include any factual allegations about "exercising her protected
8 rights" under NRS 288 that would allow the EMRB to determine whether CCSD has committed a
9 prohibited practice, or otherwise violated any rights enumerated in NRS 288. Second, the
10 remainder of the claims against CCSD are violation of contract claims, which are not the types of
11 prohibited practices under NRS 288.170 that the EMRB has jurisdiction to review.

12 Third, even if the EMRB had jurisdiction over the contract violation claims, which the
13 District disputes, the EMRB could not grant her the relief she requests based on the merits alone.
14 As shown in the Declaration of Chris Greathouse, attached hereto as **Exhibit B**, and as alleged in
15 the Complaint itself, the District followed the disciplinary procedures outlined in the Negotiated
16 Agreement. *See Exhibit B*. Complainant submitted to a random drug test, which returned a
17 positive result. *See Exhibit B*. In this case, the District has a zero-tolerance policy for safety-
18 sensitive employees who possess, use, or are under the influence of THC at any time. *See Exhibit*
19 **B and Exhibit C**. Complainant was given notice of the allegations and scheduled to participate in
20 an investigatory conference regarding the allegations and positive drug test results. *See Exhibit B*.
21 During the investigatory conference, during which a union representative was present,
22 Complainant acknowledged that as a CDL holder, she must follow the FMCSA regulations,
23 which prohibit use of marijuana and THC. *See Exhibit B*. As a result of the positive drug test and
24 her responses in the investigatory conference, Complainant was immediately suspended and
25 recommended for dismissal. *See Exhibit B*. Pursuant to Article 32-9 of the Negotiated
26 Agreement, an evidentiary hearing was conducted wherein Director III Christopher Greathouse
27 heard evidence from the District and from the union regarding the issues. *See Exhibit B*.
28 Mr. Greathouse determined the dismissal was appropriate and notified Complainant and the union

1 that Complainant was dismissed effective May 6, 2026. *See Exhibit B.* Therefore, the District
2 complied with the disciplinary procedures outlined in the Negotiated Agreement, Complainant
3 was given due process during the investigation, her union representative was present during the
4 meetings with the District, and Complainant has not identified any discriminatory conduct that
5 was based on her exercising rights guaranteed under NRS 288, based on her membership of an
6 employee organization, or any other basis of discrimination. Complainant's dissatisfaction with
7 the District terminating her employment based on its zero-tolerance alcohol and drug policy is a
8 matter subject to the negotiated grievance and arbitration process, not within the purview of the
9 EMRB.

10 The Complaint requests that the EMRB order the District to comply with the procedural
11 requirements of the CBA and Nevada law. *See Complaint, p. 4.* However, Complainant was given
12 proper notice of the allegations and sufficient opportunities to explain her actions, as well as the
13 ability to have her representative present at both the investigatory conference and the evidentiary
14 hearing. *See Exhibit B.* There have been no violations of the disciplinary procedures outlined in
15 the Negotiated Agreement that may be cured, and importantly, claims regarding contract
16 violations are not within the "prohibited practices" over which the EMRB has jurisdiction. NRS
17 288.270. Markedly, not even ESEA has contended that the District committed any unilateral
18 change of the terms of the Negotiated Agreement that would constitute a justiciable controversy
19 for the EMRB to consider, nor that CCSD violated the disciplinary procedures set forth in the
20 Negotiated Agreement. Therefore, the EMRB may not grant the requested relief, and the
21 Complaint must be dismissed.

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1 **V. CONCLUSION**

2 For these reasons, the Board should dismiss the instant Complaint as against the District.

3 DATED this 25th day of June, 2026.

4 CLARK COUNTY SCHOOL DISTRICT
5 OFFICE OF THE GENERAL COUNSEL

6 By: /s/ Crystal J. Pugh

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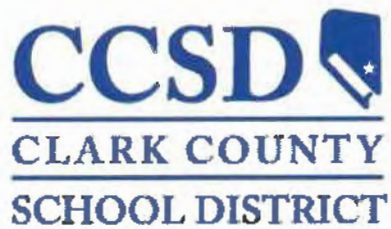
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An employee of the
OFFICE OF THE GENERAL COUNSEL,
CLARK COUNTY SCHOOL DISTRICT

EXHIBIT A

Negotiated Agreement
between the
Clark County School District
and the
Education Support Employees Association



2025-2027

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PREAMBLE

This Agreement is made and entered into by and between the CLARK COUNTY SCHOOL DISTRICT and the EDUCATION SUPPORT EMPLOYEES ASSOCIATION OF CLARK COUNTY, this ____ day of August, 2025.

It is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of School Trustees of the Clark County School District. Those rules established during the term of this Agreement shall not be inconsistent with this Agreement. The Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and reasonable policies established by the School Trustees. The Association will use its best endeavors to protect the interests of the Clark County School District, its employees and the Association, conserve property, protect the interests of the public, and give service to the highest quality.

Members of the education support employees in the School District have the right to join, or not join, any organization for their professional or economic improvements.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1

Definitions

- 1-1 The term "NRS 288," as used in this Agreement, refers to Title 23, Chapter 288 of the Nevada Revised Statutes enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Local Government Employee-Management Relations Act.
- 1-2 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association," as used in this Agreement, means the Education Support Employees Association of Clark County, and is the entity known as the Employee Organization in NRS 288.040. The District acknowledges that the Education Support Employee Association has entered into an agreement with International Brotherhood of Teamsters, Local 14, to provide representation services for a group of employees within the jurisdiction of the Education Support Employees Association.
- 1-4 The term "School District" or "District," as used in this Agreement, means the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-5 The terms "School Trustees," "School District," and "Association" shall include authorized officers, representatives, and agents of each. Despite references herein to "School Trustees," "School District," and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-6 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.
- 1-7 The term "Chief Human Resources Officer" as used in this Agreement means the School District's executive Human Resources leader.
- 1-8 The term "Employee," as used in this Agreement, means a regular status education support Employee holding a position on the Education Support Employees Salary Schedule, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association. Employees working less than four (4) hours per day or twenty (20) hours per week, and temporary Employees are excluded from the Bargaining Unit.
- 1-9 The term "Regular Status Employee," as used in this Agreement, means an education support Employee who has successfully completed his or her initial six (6) month probationary period. A probationary employee may not transfer to lateral positions or promote to positions at a higher salary range until the employee satisfactorily completes the initial probationary period, unless mutually agreed to by the parties. -The initial probationary period may be extended on a monthly basis as long as the total probationary period does not exceed twelve (12) months. An Employee subject to such extension will receive a written explanation for the extension with specific areas requiring improvement identified. A probationary employee may be terminated at any time with or without cause for non-discriminatory reasons.

- 1-10 The term "Qualifying Period" as used in this Agreement, means the first six (6) month period after an Employee has been promoted, transferred to a different job family, or a different position than currently held. Such employees will be provided the appropriate training and feedback during the Qualifying Period to facilitate their success in the new position. There is no qualifying period if an employee is reclassified into a higher grade in the same classification.
- 1-11 The term "School Year," as used in this Agreement, is the same as that defined in NRS 388.080, which states: "The public-school year shall commence on the first day of July and shall end on the last day of June."
- 1-12 The term "Work Year," as used in this Agreement, refers to a variable period of time. The work year for Employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months or less, ten (10) months, eleven (11) months, or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the Employee's work assignment, which is the actual days or hours of employment defined in the Employee's assigned schedule. The minimum number of work days in a work assignment shall be one hundred seventy (170) days for nine (9) month Employees, one hundred ninety (190) days for ten (10) month Employees, two hundred ten (210) days for eleven (11) month Employees, and two hundred thirty (230) days for twelve (12) month Employees
- 1-13 The term "Day," as used in this Agreement, means any day on which the education center offices are open for business.
- 1-14 A "Work Week" shall be defined as seven (7) contiguous days starting Sunday at 12:00 a.m. (midnight Saturday) and ending Saturday, seven (7), twenty-four (24) hour periods later.
- 1-15 The term "Immediate Family," as used in this Agreement pertaining to the use of sick leave, means mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, stepchild, step-parent, or any person living in the immediate household of the Employee. The term "Immediate Family," as used in this Agreement pertaining to bereavement leave, shall include those persons listed above and also brother-in-law, sister-in-law, grandmother, grandfather, grandchild, aunt, uncle, foster parent, and son-in-law and daughter-in-law.
- 1-16 The term "Agreement" refers to this document, the binding agreement between the Clark County School District and the Education Support Employees Association of Clark County.
- 1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the principal, department head, or a designated administrative director/manager supervisor paid on the Unified Administrative Salary Schedule and serving as the direct first-line administrative officer in charge.
- 1-18 The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative of the supervising administrator paid on the Teachers Salary Schedule, Education Support Employees Salary Schedule, or on the Clark County School Administrators Salary Schedule.

- 1-19 The term "Serious Offense" is defined as an act or failure to act, which poses a serious threat or danger to the welfare or safety of staff, students, public, or District property.
- 1-20 "Emergency" means a situation which the administration of the District could not have reasonably anticipated, and when District needs may require adjustments to work schedules in order to maintain minimum staffing levels for the District.
- 1-21 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District.
- 1-22 The term "Surplus Position," as used in this Agreement, refers to a position which has been eliminated by the District.
- 1-23 The term "Reduction-in-Force," as used in this Agreement, refers to the elimination of a position or positions which may/will result in the termination of an Employee or Employees.
- 1-24 The term "Lateral Reassignment," as used in this Agreement, refers to an entitled assignment that is equal in range, months, and hours.
- 1-25 Temporary summer assignments are those which fall outside the employee's regular work year.
- 1-26 Adjusted Hire Date (AHD): This date is normally six (6) months after the employee is hired and completed their probationary period. This date may be adjusted by periods of leave without pay as defined in the Agreement. The AHD is used for future Step movement through the salary schedule included in this Agreement and will also be known as the Annual Step Increase Anniversary Date.
- 1-27 The Annual Step Increase Anniversary Date is the date the employee passes their probationary period and every year thereafter until they reach the end of the salary schedule. For those employees who were impacted by the removal of the longevity steps (July 1, 2022), their Annual Step Increase Anniversary date became the month of their adjusted hire date.

ARTICLE 2

Recognition

- 2-1 The School District recognizes the Association as the exclusive representative of all Employees employed by the School District subject to this Agreement, except such Employees as are excluded by NRS 288.
- 2-2 The parties agree that recognition was and is granted in accordance with NRS 288 and will continue only so long as the Association complies with the provisions of NRS 288 and that recognition may be withdrawn during the term of this Agreement in accordance with NRS 288 and with the terms of this Agreement.
- 2-3 All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association, subject to the exception of NRS 288.140 and the prohibitions of NRS 288.270.

- 2-4 The Association recognizes that the School Trustees, as representatives of the electorate, have the final responsibility for establishing policies for the School District, provided that such policies shall not violate or contradict the terms of the negotiated Agreement in effect.
- 2-5 This recognition is the mutual agreement of all parties to negotiate in good faith regarding all negotiable items in accordance with NRS 288.

ARTICLE 3

Impasse Proceedings

- 3-1 It is understood that if the parties fail to reach an agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

ARTICLE 4

Grievance and Arbitration Procedure

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an Employee of the School District covered by this Agreement, individually or through the Association, or by the Association. A grievance will not include any matter or action taken by the school trustees, or any of its agents, for which relief is granted by the Statutes of Nevada.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure, including the time limits relating to these procedures, which may culminate in arbitration.
- 4-3 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximum, and an attempt shall be made to expedite the process. The time limits set forth in this Article shall be waived at the end of the aggrieved Employee's regular assignment or when the aggrieved Employee is on an approved leave, unless the Employee, in the event the grievance was filed by the Employee, the Association, and the District mutually agree to observe the timelines specified in Article 4.
- 4-4 Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing through email by the party making the request within two (2) days.
- 4-5 **STEP ONE: Informal Discussion:**
- (a) Both parties encourage Employees covered by this Agreement to resolve their problems with their immediate supervisor or Appropriate Administrator whenever possible. The provisions of this Article are not intended to preclude an Employee with a potential grievance from informally discussing the problem with his/her Immediate Supervisor or Appropriate Administrator prior to filing a formal grievance.

- (b) If an Employee requests an informal discussion with his/her immediate supervisor or Appropriate Administrator concerning the subject matter of a potential grievance, such informal discussions will be held no later than thirty (30) days from the last day the alleged violation occurred.
- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the Immediate Supervisor or Appropriate Administrator may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. Any written resolution shall be acknowledged by both parties and forwarded to the Association and the superintendent's designee, Employee-Management Relations. The absence of such a written resolution shall serve as notice that the formal grievance procedure may be initiated.

4-6 All grievances shall be processed in the following manner:

STEP TWO

- (e) If the grievance is not resolved at Step One, the affected Employee, in the event a grievance has been filed by an Employee individually or through the Association, or the Association may submit the unresolved written grievance to the superintendent's designee, Employee-Management Relations, not later than the time period set forth in subsection (b) above. The Association or the Employee, in the event the grievance was filed by the Employee, may amend the statement of the grievance prior to the Step Two meeting.
- (f) In the event a grievance is filed at Step Two in a timely manner, the superintendent's designee, Employee-Management Relations, shall meet with the affected Employee (if there be one) and the designated representative of the Association within five (5) days after receiving the grievance.
- (g) In the event a grievance is not resolved at this meeting, the superintendent's designee, Employee-Management Relations, shall, within ten (10) days after the meeting, submit a written response to the grievance to the aggrieved Employee and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing and copies forwarded to both the aggrieved Employee and the Association.
- (h) If a grievance is either denied or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three, arbitration, in accordance with the provisions of subsection (k) below.
- (i) If the superintendent's designee, Employee-Management Relations, fails to respond within ten (10) days as referred to in subsection (g) above, or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.

STEP THREE

(j) In the event a grievance is not resolved at Step Two of the grievance procedure, the Association, not later than twenty (20) days after the expiration of the time limit set forth in subsection (g) above, may submit the matter to arbitration by filing a written demand for arbitration with the superintendent's designee, Employee-Management Relations.

1) Either party to this Agreement may request non-binding mediation through the designated representatives of each party. A list of seven (7) Mediators will be established by the parties and will use that list to mutually agree on a mediator. Mediation shall take place prior to proceeding to binding arbitration and may precede the filing of a formal grievance if agreed upon by the parties. Timelines are not suspended pending mediation, except with the written agreement of both parties.

(k) In the event a timely written request for arbitration of an unresolved grievance is made by the Association, an arbitrator will be selected as follows:

1) The parties have established a list of arbitrators who will be assigned based on their earliest availability while rotating through the list. The parties agree that conducting arbitrations through virtual media will be acceptable.

(l) The Association and the District will work together to attempt to implement an early resolution to cases prior to being scheduled for arbitration.

If in the event an arbitration is settled and subsequently cancelled, and no other mutually agreed upon case is scheduled, the parties agree to equally share the cost of the cancellation fee.

If, in the event of extenuating circumstances, an arbitration is cancelled, the party cancelling the arbitration will pay the entire cost of the cancellation fee.

4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator, in the absence of the express written agreement of the parties, shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in Section 4-1.

4-8 The arbitrator's decision shall be submitted in writing within thirty (30) days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by the decisions of the State of Nevada's Employee-Management Relations Board.

4-9 The expenses of arbitration, including the arbitrator's fee, costs, expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.

- 4-10 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the Association Representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. The time for a grievance meeting must be approved by the superintendent's designee, Employee-Management Relations, and by the Association and/or the grievant. It may occur during or outside the workday. In the event a grievance meeting is scheduled and held during the workday, those Employees covered by this Agreement who participate in such meeting may do so without loss of pay.
- 4-11 Grievances may be consolidated for purposes of arbitration by mutual agreement of the School District and the Association.
- 4-12 No provisions of this Article shall be construed to prevent any individual Employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-13 In the event an Employee(s) who is not a member of the association, or a member of the Association has signed the appropriate waiver with the Association, exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:
- (a) A written copy of the grievance, the name of the grievant to include job title, work site, and the name of the grievant's Appropriate Administrator.
 - (b) A written copy of the resolution of the grievance or arbitration.
 - (c) The parties acknowledge that any grievance processed consistent with NRS 288.140 (2) and 4-13 will have no precedential status in any way on the administration of this Agreement and/or District policy and regulation.
- 4-14 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the Employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties further acknowledge that any new or revised policy or administrative regulation that includes mandatory subjects of bargaining, as defined in NRS 288.150, will be subject of effects bargaining should the Association request such bargaining in writing, addressed to the Superintendent or their designee. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to the subject matter not covered by the provisions of this Agreement shall be processed in accordance with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:

- 4-14-1 The person initiating the dispute, or the Association, may refer the dispute to the Board of School Trustees with full knowledge of the Appropriate Administrator and/or the Superintendent or his designee. When a dispute is so referred, the Board or a committee of the Board designated by the full Board shall meet and informally discuss the subject matter of the dispute with the person initiating the dispute and with representatives of the Association requested to be present by that person.
- 4-14-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees.
- 4-14-3 The Board of School Trustees shall make a decision and shall communicate it in writing within thirty (30) calendar days after the final meeting on the dispute.
- 4-15 The District and the Association agree that all hearings shall be conducted in an orderly manner. Should a participant not conduct himself or herself in an orderly manner, either party could request a 30-minute recess.
- 4-16 The District and the Association agree that all District regulations and policies of conduct are in force during the hearing.
- 4-17 No precedent shall be set by the resolution of a grievance filed by an individual Employee unless the Association submits the matter to Step Three, Arbitration.
- 4-18 **Temporary/Summer Assignment Appeals Process**
- Regular nine-month or modified nine-month employees who secure temporary/summer assignments do not have any property interest in the assignment while serving in such temporary/summer assignments. However, terminations from such assignments may be reviewed by the Chief Human Resources Officer or their designee in the Human Resources Unit, as outlined below.
- 4-18-1 The affected Employee may request an informal discussion with the Human Resources Administrator or designee.
- 4-18-2 The affected Employee may bring an Association representative to such meeting.
- 4-18-3 A representative of the Department terminating the Employee may attend the meeting and offer information.
- 4-18-4 The meeting will be scheduled and held within a reasonable period of time, as determined by the Human Resources Administrator or designee.
- 4-18-5 The Employee may be reinstated to the temporary summer assignment under conditions determined appropriate by the Human Resources Administrator or designee.
- 4-18-6 If an employee is working in a position during the summer in either the same or a different position worked during their regular or modified nine-month assignment, any termination of such assignment or other

disciplinary action concerning poor work performance during the summer work will not be included in the employee's personnel file and will not be attached to the employee's disciplinary record when their regular or modified nine-month assignment commences or continues. Any other discipline, including discipline resulting from misconduct, will be included in the employee's personnel file and will be attached to the employee's disciplinary record, consistent with the procedures in effect during their regular or modified nine-month assignment.

4-19

Rules and Regulations

4-19-1 The District has the right to establish and enforce reasonable rules applicable to Employees, provided that such rules do not conflict with the provisions of this Agreement. It will be the responsibility of the District to post and maintain a notice of such rules in a manner that all Employees concerned may have an opportunity to become familiar with them.

**ARTICLE 5
Responsibility Clause**

5-1

No employee will be assigned to perform the responsibilities of a regular position in a higher class unless such assignment is issued in writing by an Appropriate Administrator. Any Employee who is officially assigned in writing by an Appropriate Administrator to perform the responsibilities of a regular position in a higher class, for the majority of a shift because of the absence of a regular status Employee shall, after five (5) consecutive Days, five (5) Days in a three-month period, or eight (8) Days within the school year, be granted retroactively a five (5), ten (10), or fifteen percent (15%) increase.

5-1-1 The percentage increase shall be determined by finding the Employee's current salary step and advancing on the step column toward the range of increased responsibility, not to exceed fifteen percent (15%). On any successive responsibility assignment to the same position in the higher class within the previous twelve (12) months, the Employee shall receive responsibility pay effective the first day of the assignment.

5-1-2 If the Employee is subsequently promoted from the responsibility assignment to the regular assignment;

5-1-2-1 Placement on the salary schedule shall be made in accordance with the provisions of Article 19 of this Agreement or Regulation 4293 (Placement and Advancement on the Education Support Employees Salary Schedule).

5-1-2-2 An Employee who performed the responsibilities of the responsibility assignment for a minimum of ninety (90) days during the twelve (12) months prior to the promotion to the regular assignment will be given a three (3) month allotment to their qualifying period status for the regular assignment position. Upon successful completion of an additional three (3) months, the Employee will move to the next Step and be placed at the

- 31-7 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

ARTICLE 32

Progressive Discipline

- 32-1 The continued employment of a regular-status Employee is contingent upon proper performance of assigned duties and personal fitness. A Regular Status Employee may be issued disciplinary action up to and including suspension, demotion, and/or dismissal for just cause. The District recognizes employees' rights emanating from *NLRB v. J. Weingarten, Inc.* 420 U.S. 251, and will not commence or continue an interview with an employee if the employee believes the interview could lead to disciplinary action and the employee asks for their union representative be present.

- 32-2 The District agrees that principles of progressive discipline will be followed. Disciplinary actions may range from a written warning to formal dismissal. When extraordinary circumstances are involved, an Employee may be suspended immediately, without prior notice or an administrative evidentiary hearing.

- 32-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change shall be called to the Employee's attention in writing within twenty-five (25) Days (as defined in Article 1-12) after the observation. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the behavior, the twenty-five (25) Day period shall be tolled during the pendency of the postponement.

- 32-2-2 The steps of formal discipline are:

1. Written Warning
2. Written Reprimand
3. Suspension of three (3) Days or less
4. Suspension of four (4) Days or more
5. Demotion
6. Dismissal

A documented Oral Warning or Summary of Conference is considered coaching and counselling and is not formal discipline. Documentation of an Oral Warning or Summary of Conference remains in a supervisory file and is not included in an employee's personnel file. Employees will be provided a minimum of two (2) Days' written notice of a mandated investigatory interview. Effective August 1 of each school year, the previous school year's documented Oral Warning or Summary of Conference are removed from the supervisory file.

32-3

Written Reprimand

- A. In the event that a written reprimand is issued, a copy will be given to the Employee not later than twenty-five (25) calendar days after the infraction. A copy shall also be placed in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article, a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- B. The Appropriate Administrator shall meet with the Employee to discuss the reprimand. Pursuant to Article 23-3, the Employee may submit a written response to this document.

32-4

Suspension of Three Days or Less

- A. A suspension of three (3) days or less without pay may be made by the Appropriate Administrator or designee:
- B. If a serious offense is witnessed by the suspending authority, the Employee may be suspended immediately after the Employee has been granted an opportunity to explain what occurred to the suspending authority.
- C. If the suspending authority is not a witness to the Employee's alleged misconduct, the Employee shall be given an oral statement of the charge and afforded an opportunity to explain the alleged misconduct at an informal meeting with the suspending authority and those persons necessary to prove cause.
- D. A written report of disciplinary action shall be completed by the suspending authority not later than twenty-five (25) days after the infraction. The written report will be signed by the Employee, acknowledging receipt of the report only, and transmitted to the Human Resources Division for inclusion in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article, a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or adversely affect the physical or mental health or safety of a student.
- E. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-4(D) of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.

Notice of Intent to Suspend for Four or More Days, to Demote or to Dismiss

- A. Such notice of intended disciplinary action pursuant to this section shall be sent to a regular status Employee by certified mail or shall be delivered in person not later than twenty-five (25) calendar days after the infraction. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article, a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affect the physical or mental health or safety of a student.
- B. The notice shall contain the following information:
1. A statement of the specific charge or charges brought against the Employee.
 2. A statement that the Employee has the right to appeal the action as outlined in the grievance procedure of this Agreement.
 3. A statement indicating that the Employee shall have the right to:
 - (a) Be assisted or represented by an Association Representative or another representative of the Employee's choice.
 - (b) Present evidence and witnesses.
 - (c) Examine witnesses and compel attendance and testimony of district Employees or receive evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure.
 - (d) Request that the proceedings be recorded for future transcription.
 - (e) Be informed of the proposed length of suspension, if appropriate.
 - (f) Be informed of the proposed classification to which the Employee may be demoted, the new salary rate, the immediate supervisor or Appropriate Administrator, and the job location, if appropriate.
 - (g) A statement indicating that the Employee's signature does not suggest agreement with the contents of the notification, but merely signifies that the Employee has read the notice.

32-6

Suspensions of Four Days or More

- A. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Days by the administrator in charge of the division or a designated representative.
- B. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.
- C. The notice shall be served on the Employee at least the same number of days prior to the administrative evidentiary hearing as the number of days for which the suspension is sought or ten (10) Days, whichever is less.
- D. A suspension shall not be effective until a decision has been reached as a result of an administrative evidentiary hearing.
- E. The Superintendent's designee shall preside at the hearing and shall render a written decision within three (3) Days.
- F. When extraordinary circumstances are involved, the Employee may be suspended immediately without prior notice or an administrative evidentiary hearing.
 - (1) The notice and hearing shall be provided as soon as possible after the suspension has been effected, consistent with this Article.
 - (2) Extraordinary circumstances include but are not limited to acts, which are criminal in nature, which involve the welfare or safety of the staff or the public, or which endanger District property.
- G. Suspensions may be for consecutive Days and will not include more than two Days in an employee's work week.

32-7

Unpaid Leave Pending Investigation/Indefinite Suspension

- A. After reviewing the matter with the Employee, the Superintendent's designee may immediately place a Regular Status Employee on unpaid leave following the arrest or initiation of an investigation of the Employee by law enforcement or a government entity other than the School District, into the following allegations: conduct that adversely affects the physical or mental health or safety of a student (including but not limited to, sexual or physical contact with a student or child); felony arrest, charge, or conviction; intentional dishonesty with the District assuming the burden of proof of the intentional act by the employee, possession of a firearm or deadly weapon on District property as defined in NRS 200.265; crimes of moral turpitude; conduct that would constitute a crime or other violation of state or federal law which has an impact on the employee's position, or drug or alcohol-related offenses, which impacts the employee's ability to perform their duties. The unpaid leave will continue pending resolution of the charge or conclusion of the investigation by appropriate authorities.
- B. After reviewing the matter with the Employee, the Superintendent's designee may immediately suspend a Regular Status Employee, without pay, and

indefinitely if an Employee fails to maintain a required license, certification, or other prerequisite for the Employee's position. The indefinite suspension will continue pending the Employee obtaining the requisite license, certificate, or satisfying the other prerequisite for the Employee's position that caused the suspension.

- C. If dismissal or demotion is recommended at the conclusion of the unpaid leave pending investigation or indefinite suspension, the Superintendent's designee may continue the Employee on unpaid leave or suspension, pending the proposed action, upon compliance with the notice procedures contained in Article 32-5.
- D. If, at the conclusion of the investigation, the Employee is determined not to have engaged in any crime, violation of state or federal law, or misconduct per the provisions of Section A above, that caused the unpaid leave, the Employee will receive back pay for the time the Employee was placed on unpaid leave pending investigation. If the employee receives disciplinary action of a written warning for the misconduct that led to the unpaid leave, the employee shall receive all back pay and benefits for the time the employee was off work. If the employee receives disciplinary action of a suspension for the misconduct that led to the unpaid leave, the employee will normally receive back pay and benefits, less the length of the suspension, after review of the facts and previous District action in similar circumstances by the Chief Human Resources Officer or their designee.
- E. In the case of an Employee who waives the right to a speedy trial for any criminal charges while on unpaid leave pending investigation, back pay and interest is capped at twelve (12) months.
- F. If the investigation results in a sustained dismissal of the Employee, the Employee shall not be entitled to back pay for any of the time the Employee was on unpaid leave pending investigation, regardless of the length of such leave.

32-8

Involuntary Demotion

- A. Prior to the demotion of an Employee, a notice of intended disciplinary action, in compliance with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. No demotion shall be made as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.
- C. The proposed demotion shall not become effective until the conclusion of the administrative evidentiary hearing conducted by the Superintendent's designated representative.
- D. A written decision of the administrative evidentiary hearing shall be rendered within three (3) Days.
- E. An Employee who is involuntarily demoted as a disciplinary measure shall be placed on the step of the salary range that the Employee would have achieved in the position to which the Employee is demoted.

32-9

Dismissal

- A. Prior to dismissal, a notice of proposed disciplinary action, in compliance with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. The Employee may be suspended pending dismissal proceedings.
- C. The Appropriate Administrator will present the dismissal recommendation to the Superintendent's designated representative.
- D. An administrative evidentiary hearing shall be held no sooner than ten (10) calendar days from receipt of the notice to recommend dismissal, nor later than thirty (30) calendar days from receipt. The parties may waive these time limits by written agreement.
- E. The Superintendent's designee shall preside at the dismissal hearing and shall consider all evidence as to the facts and circumstances surrounding the allegation contained in the notice of proposed disciplinary action.
- F. A written decision must be issued within five (5) Days of the conclusion of the hearing. It must state the facts and conclusions, which support the decision.

32-10

Appeal of Disciplinary Actions

- A. Regular Status Employees may appeal any disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. Disciplinary actions of suspensions, demotions, or dismissals sustained by the hearing(s) defined in 32-5 and 32-6 may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the Arbitration Procedure (Article 4-6).

32-11

Document Removal

- A. An Employee who receives a disciplinary document in the Employee's personnel file and who does not subsequently receive any other disciplinary document may submit a written request to have the disciplinary document removed from their personnel file as follows:
 - (1) Written Warning: one day following one (1) year after the date of issuance.
 - (2) Written reprimand: one day following eighteen (18) months after the date of issuance.
 - (3) Suspension: one day following two (2) years after the date of issuance.

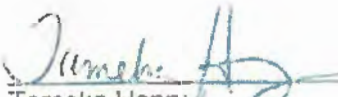
CLARK COUNTY SCHOOL DISTRICT


Jhone Ebert
Superintendent of Schools


Irene Bustamante Adams
Board of Trustees, President 11/7/2025

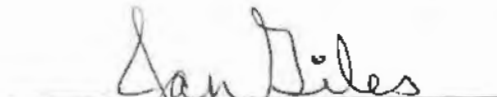
Date: 11/7/25

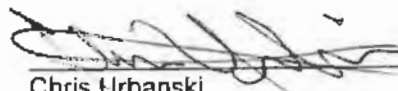
Date: _____


Tameka Henry
Board of Trustees, Clerk

Date: 11/7/2025

EDUCATION SUPPORT EMPLOYEES ASSOCIATION


Jan Giles
President


Chris Urbanski
Vice President

Date: 11-17-25

Date: 11-17-25

EXHIBIT B

1 **DECLARATION OF CHRISTOPHER GREATHOUSE**

2 Pursuant to NRS 53.045, Christopher Greathouse declares as follows:

3 1. I have personal knowledge of the facts set forth in this declaration.

4 2. I am an employee of the Clark County School District and make this declaration in
5 support of the School District's Motion to Dismiss Complaint ("Motion") in *LaNae D. Barnum v.*
6 *Clark County School District, et al.*, Case No. Case No. 2026-011.

7 3. I am currently employed as Director III in the Employee Management Relations
8 Department ("EMR") for the Clark County School District ("District").

9 4. I was the hearing officer for the evidentiary hearing that was scheduled between
10 EMR and LaNae Barnum ("Barnum") after the Immediate Suspension without Pay Pending
11 Recommendation for Dismissal ("Recommendation for Dismissal") was issued to Barnum, and I
12 have reviewed and am familiar with the documents and issues that led to the dismissal at issue in
13 Barnum's Complaint.

14 5. I can competently testify regarding my duties as a Director III, the decision to
15 accept the dismissal of Barnum, and the assertions set forth in this Declaration.

16 6. Barnum was issued the Recommendation for Dismissal on May 6, 2026. *See*
17 Recommendation for Dismissal, attached hereto as **Exhibit B-1**. The Recommendation for
18 Dismissal details the events that transpired and the actions that were taken by the District in
19 administering discipline to Barnum in conformance with the Negotiated Agreement between the
20 Clark County School District and the Education Support Employees Association and the
21 regulations of the District. **Exhibit B-1**.

22 7. Barnum was a bus driver for the District. **Exhibit B-1**. Barnum was administered a
23 random drug test on April 9, 2026, **Exhibit B-1**. The results of the random drug test were positive
24 for drugs. **Exhibit B-1**.

25 8. On April 22, 2026, Barnum was issued a notice of investigatory conference that
26 detailed the allegations that she was unfit for duty because she had tested positive for Marijuana
27 Metabolites (Delta 9/THC), which is a violation of the Federal Motor Carrier Safety
28 Administration ("FMCSA") Regulations and CCSD Regulation 4231. *See* the Notice of

1 Investigatory Conference, attached hereto as **Exhibit B-2**. The notice informed Barnum that the
2 investigation may result in disciplinary action against her and that she was entitled to have
3 representation present during the investigatory conference. **Exhibit B-2**.

4 9. On April 28, 2026, Barnum participated in an investigatory conference to discuss
5 the test results and was accompanied by her representative, Tamura Jamison. **Exhibit B-1**.

6 10. During the investigatory conference, Barnum admitted that she understood that as
7 a Commercial Driver's License ("CDL") holder, she was prohibited from ingesting or consuming
8 any products that contained marijuana, CBD, or THC. **Exhibit B-1**. Barnum also admitted that
9 she understood that she had been reported to the clearinghouse as "prohibited" and was therefore
10 unable to perform the duties and responsibilities required of her position as a bus driver. **Exhibit**
11 **B-1**.

12 11. As indicated in Clark County School District Regulation 4343, safety-sensitive
13 employees who possess, use, or are under the influence of marijuana may be subject to dismissal.
14 *See Exhibit C* to the Motion to Dismiss.

15 12. Clark County School District Regulation 4231 also provides that "[a] *safety-*
16 *sensitive employee who tests positive for alcohol misuse or illegal/illicit drugs*, absent a
17 legitimate medical reason for a positive result, *will be subject to dismissal and immediately*
18 *removed from duty, without pay*, whether or not there is additional evidence that the employee's
19 job performance has been negatively affected by alcohol misuse or illegal/illicit drug use."
20 **Exhibit C** (emphasis added).

21 13. On May 20, 2026, an evidentiary hearing was held pursuant to Article 32-9 of the
22 Negotiated Agreement. *See Exhibit A* to the Motion to Dismiss. I heard the evidence and
23 arguments presented by the District and by Barnum's union representative, Ms. Jamison. After
24 considering the evidence, I found there were sufficient grounds for the dismissal pursuant to
25 Clark County School District Regulation 4343. *See May 22, 2026 letter*, attached hereto as
26 **Exhibit B-3**; *see also Exhibit C* to the Motion to Dismiss. The letter regarding the decision to
27 process Ms. Barnum's dismissal was sent to Ms. Barnum and the union on May 22, 2026.
28 **Exhibit B-3**.

1 14. The steps outlined above follow the progressive disciplinary procedures outlined
2 in the Negotiated Agreement between the Clark County School District and the Education
3 Support Employees Association. *See Exhibit A.*

4 15. To my knowledge, ESEA has not indicated that the steps of progressive discipline
5 outlined in Article 32 of the Negotiated Agreement were not followed or that the agreement was
6 otherwise violated with respect to Barnum. To my knowledge, no demand for arbitration was
7 timely submitted by ESEA with respect to Barnum's dismissal.

8 I declare under penalty of perjury that the foregoing is true and correct to the best of my
9 personal knowledge and understanding.

10 Dated: 6/24/2024.

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13 Christopher Greathouse
14 Director III
Employee Management Relations
Clark County School District
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EXHIBIT B-1

Operational Services Unit, Transportation Department

975 W. WELPMAN WAY • HENDERSON, NV 89044 • (702) 799-8100



CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Heide Bustamante Adams, President
Brenda Zamora, Vice President
Timothy Harris, Clerk
Lisa L. Bateman, Member
Teresa B. Bazzano, Member
Paul F. L. Alvarez, Member
Lidia Dominguez, Member
Raymond Espinoza Nollengren, Member
Adam Johnson, Member
Lisa Sotomayor, Member
Emily Jensen, Member
Brenda Burt, Superintendent

May 6, 2026

Lanae Barnum

1365 Frehner/P.O. Box 687
Logandale, NV 89021

RE: NOTICE OF DISCIPLINARY ACTION ~ Immediate Suspension without Pay Pending Recommendation for Dismissal

Dear Mrs. Barnum:

This letter is to inform you that you are hereby suspended without pay pending the dismissal recommendation. Grounds for this action and the specific rules violated are District Regulation 4343, I, A, (1) Incompetence; (3) Inadequate work performance; (9) Possession, use, or being under the influence of illicit drugs, Use of or being under the influence of medically prescribed drugs which may negatively affect the employee's ability to perform assigned duties. Drinking, consumption, or being under the influence of alcohol during work hours; (15) Failure to follow the rules and regulations of the District; and (16) Violation of the terms of the appropriate negotiated agreements.

The specific facts upon which this document is based are as follows:

On April 9, 2026, your inability to be Fit-for-Duty when you were subjected to a Random Drug Test and subsequently tested positive for Marijuana Metabolites (Delta-9/THCC). This is a violation of District Regulation 4230: Fitness for Duty, All Employees; & District Regulation 4231: Alcohol and Controlled Substances (Drug) Testing; and a direct violation of Federal Motor Carrier Safety Administration (FMCSA) regulations as a CDL holder. Subsequently, as a result of your positive drug test, your status under the Drug & Alcohol Clearinghouse which provides employers and government agencies with information about CDL driver drug and alcohol program violations maintained by FMCSA, lists you as a 'prohibited'. Under this query, you are unable to perform the essential functions and duties of your position as a Bus Driver for the District, therefore you cannot operate a school bus and are out of compliance.

On April 28, 2026, an investigatory conference was held. Present at the conference were you; Tamara Jamison, ESEA Designated Representative; Raymond Negrete, Director II, Employee-Management Relations; and me, Shalanda Brown, Director II, Compliance & Safety, Transportation Department. During the conference, you stated the reason why your test results were positive for Delta-9 THC, was due to you using CBD based 'gummy' products that you purchased online approximately two months ago and have been using regularly for pain. When asked why you did not seek medical advice for pain treatment, you stated you are under doctor's care of which you have been prescribed ibuprofen however that does not take care of the pain so you looked for other ways (to treat your pain).

While you affirmed you have never smoked Marijuana and would never knowingly take something that would put your job at risk, you said ultimately you cannot provide definitive proof or documentation proving otherwise. When asked if you understood and were aware as a CDL holder, you are still prohibited from smoking, ingesting, or consuming any products that contain Marijuana, CBD, or Delta-9/THCC, you stated yes that you understood. Additionally, as a CDL holder you acknowledged and understood as you have been reported to the Clearinghouse as 'prohibited', you are unable to perform the job duties & responsibilities required of your position.

NOTICE OF PROPOSED DISCIPLINARY ACTION - Barnum, Lanae

Page 2

I believe your actions as described above constitute grounds for an **Immediate Suspension without Pay Pending Recommendation for Dismissal**, under School District Regulation 4343.

This recommendation for an **Immediate Suspension without Pay Pending Recommendation for Dismissal** will be presented to Chris Greathouse, Director III, Employee-Management Relations.

You have the right to respond telephonically or in writing to this recommendation. If you want to respond telephonically, you may meet telephonically with Chris Greathouse, Director III, Employee-Management Relations, on **Wednesday, May 20, 2026, at 9:00 a.m** Please dial 702-855-9646, enter access code 25728#. At that time, Chris Greathouse will conduct an administrative evidentiary hearing to determine if the facts and circumstances presented warrant the recommended disciplinary action.

In responding to this recommendation, you have the right to be assisted or represented by an Education Support Employees Association representative or another representative of your choice. You may present evidence and witnesses. You may examine witnesses and compel attendance and testimony of District employees. You may obtain copies of all documentary evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure. You may request that the proceedings be recorded for future transcription. The result of this hearing may be appealed pursuant to the negotiated agreement with the Education Support Employees Association of Clark County and the Clark County School District.

In the event that the recommendation is denied, the Clark County School District reserves the right to take any other appropriate disciplinary action in lieu of the recommendation for dismissal.



Shalanda Brown
Director II, Compliance & Safety, Transportation

5/6/26

Date

RECEIPT is hereby acknowledged of the above 2-page Notice of Disciplinary Action. My signature does not indicate agreement with the contents of this Notice, only that I have received a copy.



Lanae Barnum

5/6/26

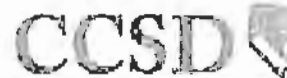
Date

Distribution: Original -- Personnel File
Copy -- Employee
Copy -- Division Head
Copy -- Department Head
Copy -- Human Resources: support.discipline@nv.ccsd.net, transportation.discipline@nv.ccsd.net
Copy -- Employee Management Relations

EXHIBIT B-2

Operational Services Unit, *Transportation Department*

975 W. WELPMAN WAY • HENDERSON, NV 89044 • (702) 799-8100



CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Barry Besterman, Admin. President
Brenda Zimmo, Vice President
Linda Young, Clerk
Lisa Harmon, Member
Robert Blawie, Member
Linda P. Lazarus, Member
Cathy Donaghy, Member
Barbara Lopez-Solis, Member
Adam Johnson, Member
Lisa Salery, Member
Cecilia Stevens, Member
Ramon Diaz, Superintendent

DATE: April 28, 2026
TO: Lanae Barnum
FROM: Shalanda Brown, Director II
SUBJECT: NOTICE OF INVESTIGATORY INTERVIEW

You are directed to meet with me on:

Date: April 28, 2026
Time: 1:00 pm
Location: Employee-Management Relations (Conference Room)
CCSD-Nedra Joyce Communications Center (Building #5)
4212 E Eucalyptus Ave Annex, Las Vegas, NV 89121

The purpose of the meeting will be to discuss the following concerns:

1. Your inability to be Fit-for-Duty on April 9, 2026, when you were subjected to a Random Drug Test and subsequently tested positive for Marijuana Metabolites (Delta 9/THC). This is a violation of District Regulation 4230: Fitness for Duty, All Employees; District Regulation 4231: Alcohol and Controlled Substances (Drug) Testing; and violation of Federal Motor Carrier Safety Administration (FMCSA) regulations as a CDL holder.

If you are absent on April 28, 2026, we will meet at the stated time on the first day of your return.

The investigation into this matter may result in disciplinary action against you. Therefore, you are entitled to have a representative with you at the meeting. If you desire to have a representative present with you, it is your obligation to arrange for the same.

Signature denotes receipt only and not necessarily agreement with content.


Lanae Barnum
Date 4/22/26


Shalanda Brown, Director II
Date 4/22/26

EXHIBIT B-3

BOARD OF SCHOOL TRUSTEES

Emily Stevens, President
Irene Bustamante Adams, Vice President
Lylia Dominguez, Clerk
Isaac Barron, Member
Lorena Diassotti, Member
Linda R. Cavazos, Member
Ramona Espinoza-Stoffregen, Member
Tameka Henry, Member
Adam Johnson, Member
Lita Sotery, Member
Brenda Zamora, Member

Jhane Ebert, Superintendent

CERTIFIED MAIL
RETURN RECEIPT 7099 3220 0008 0923 8464
AND U.S. MAIL

May 22, 2026

Lanae Bamum
1365 Frehner/P.O. Box 687
Logandale, NV 89021

Re: Notice of Disciplinary Action – Immediate Suspension without Pay Pending Recommendation for Dismissal

Dear Ms. Bamum:

This letter is notification to you of actions being taken regarding the recommendation of Shalanda Brown, Director II, Compliance and Safety, Transportation for your dismissal. The specific allegations were outlined in Shalanda Brown's letter to you dated May 6, 2026.

I convened your evidentiary hearing on Wednesday, May 20, 2026, 9:00 a.m., in addition to you and me the following were in attendance:

Shalanda Brown, Director II, Transportation
Tamara Jamison, ESEA Designated Representative
Raymond Negrete, Director II, Employee-Management Relations

After considering the evidence, I find that there are sufficient grounds for your dismissal under Clark County School District Regulation 4343.

Therefore, it is my decision that your dismissal is accepted and you are hereby dismissed from employment with the Clark County School District effective May 6, 2026.

This dismissal may be appealed as provided in the Negotiated Agreement between the Clark County School District and the Education Support Employees Association. An appeal must be in writing and must be properly noticed to Employee-Management Relations, 4212 Eucalyptus Ave, Bldg. #5, Las Vegas, NV 89121, within the contractual time limits.

Sincerely,



Chris Greathouse, Director III
Employee-Management Relations

Distribution: Shalanda Brown

EXHIBIT C

CLARK COUNTY SCHOOL DISTRICT REGULATION

R-4343

DISCIPLINARY ACTION: SUPPORT STAFF AND SCHOOL POLICE EMPLOYEES - CAUSES

I. Causes for Disciplinary Action

- A. Actions for which employees may be reprimanded, suspended, demoted, or dismissed shall include but not be limited to the following:
1. Incompetence.
 2. Insubordination.
 3. Inadequate work performance.
 4. Discourteous treatment of the public or fellow employees.
 5. Violence or behavior which threatens violence directed at a fellow employee or other person.
 6. Possession of a weapon at the workplace, except as required by an employee's job description. Weapon as provided for in this regulation is defined as in Clark County School District Regulation 5141.1 (I) and (J).
 7. Absence from duty without authorized leave.
 8. Physical or mental incapacity.
 9. Possession, use, or being under the influence of illicit drugs. Use of or being under the influence of medically prescribed drugs which may negatively affect the employee's ability to perform assigned duties. Drinking, consumption, or being under the influence of alcohol during working hours.

For purposes of this provision, the term "illicit drugs" shall not include marijuana (tetrahydrocannabinol metabolite "THC"), if the possession, use, or state of being under the under influence of marijuana is:

CLARK COUNTY SCHOOL DISTRICT REGULATION

R-4231

ALCOHOL AND CONTROLLED SUBSTANCES (DRUG) TESTING

In compliance with the federal Omnibus Transportation Employee Testing Act of 1991, the Clark County School District requires applicants for safety-sensitive positions and employees in safety-sensitive positions to submit to testing for use of controlled substance(s) and misuse of alcohol. Additionally, the Clark County School District requires the same mandatory alcohol and drug testing of applicants and employees in positions which require the possession of a firearm or which may require an employee to discharge a firearm. This regulation does not limit or modify testing conducted pursuant to any other statute, regulation, procedure or contractual agreement.

A safety-sensitive employee is an individual who, according to the respective authorized District job description, must possess a commercial driver's license (CDL) or possess and/or discharge a firearm in the performance of his/her duties. Likewise a safety-sensitive position is that position wherein an incumbent employee or successful applicant must possess a commercial driver's license (CDL) or possess and/or discharge a firearm.

- I. Notwithstanding other established employment prerequisites, drug and alcohol testing requirements for employees/applicants who are required to possess a commercial driver's license will comply with the Omnibus Transportation Employee Testing Act of 1991. Testing by the Clark County School District of other employees/applicants, although not covered by federal regulation, may be handled in the same manner to those tested as a part of the federal regulation.

Testing for the use of drugs or misuse of alcohol for covered employees is required in the following circumstances:

- A. Pre-employment – conducted before an applicant or employee may perform a safety-sensitive function for the first time or when a District employee transfers to a covered safety-sensitive position. All applicants or employees applying for a safety-sensitive position will be expected to comply with this requirement before being placed on payroll as a safety-sensitive employee.
- B. Post-accident/incident – conducted as soon as practical following a vehicular accident where the employee in the safety-sensitive position was operating a vehicle within the scope of employment and the accident resulted in the loss of human life; the employee was issued a citation under state or local law for a moving traffic

violation as a result of the accident; when the vehicle operated by the safety-sensitive employee involved in the accident was disabled and could not be driven from the scene of the accident; or where the employee in the safety-sensitive position discharged a firearm.

A safety-sensitive employee subject to post-accident/incident testing shall remain readily available for testing or may be deemed by the District to have refused to submit to testing. An employee must submit to an alcohol and drug test immediately following a qualifying accident/incident.

- C. Reasonable suspicion – conducted when a trained supervisor observes specific, contemporaneous, articulable behavior, speech, or body odor that is characteristic of alcohol or substance misuse. The trained supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol or drug test will not conduct the test.
- D. Random testing – conducted on a random unannounced basis. For purposes of random testing, safety-sensitive employees who are required to possess a CDL and employees who are required to possess/discharge a firearm will be considered as two distinct separate groups.

- 1. A safety-sensitive employee required to possess a CDL will be tested according to the following:

The percentage of employees subject to random alcohol and drug testing each calendar year will equal at least the minimum rate established for that year by the appropriate agency of the United States Department of Transportation, Federal Highway Administration. In compliance with federal regulation, these limits may be adjusted annually.

Unannounced random alcohol (breath) testing will be conducted just before, during, or just after performing a safety-sensitive function. Unannounced random drug testing (urine, split-specimen) will be scheduled during a safety-sensitive employee's assigned work shift.

- 2. All safety-sensitive employees who are required to possess a firearm or who may, in the course of their employment, be required to discharge a firearm will be subject to random drug and/or alcohol testing. A safety-sensitive employee

randomly selected in this manner may then be scheduled for testing at the District's sole discretion at any time.

An employee who submits to random drug and/or alcohol testing will do so at a district-approved laboratory within two (2) hours of the end of the employee's assigned work shift or at any time during the employee's assigned work shift. Employees who report for testing at an approved laboratory shall do so in civilian clothing. If available, employees may utilize official school district police department locker facilities to secure their duty equipment and change into civilian clothing prior to reporting for testing at the approved laboratory.

- II. Alcohol testing will be conducted by a certified Breath Alcohol Technician using an authorized breath-testing device.

Drug testing will be conducted by a laboratory certified and monitored by the U.S. Department of Health and Human Services.

- A. Drug testing will be by urine, split-specimen.
- B. All urine specimens will be analyzed for the illegal or misuse of drugs to include, but not limited to, the following:
1. Marijuana (THC metabolite)
 2. Cocaine metabolites
 3. Amphetamines
 4. Methamphetamines
 5. Opiates (including heroin)
 6. Phencyclidine (PCP)

The expense of testing required by federal and/or District regulation will be borne by the District.

- C. A safety-sensitive employee who tests positive for alcohol misuse or illegal/illicit drugs, absent a legitimate medical reason for a positive result, will be subject to dismissal and immediately removed from duty, without pay, whether or not there is additional evidence that the employee's job performance has been negatively affected by alcohol misuse or illegal/illicit drug use.
- III. An employee discharged because of a positive test for alcohol misuse and/or illegal/illicit drugs may apply for consideration for reemployment

with the Clark County School District after successful completion of a rehabilitation program at the expense of the discharged employee, submission of the necessary employment screening documents for position(s) open to out-of-district applicants and, if subsequently employed by the District in any position, be subject to return-to-employment and follow-up testings.

Return-to-employment and follow-up testing – conducted prior to a former employee's return to employment after engaging in conduct prohibited (alcohol misuse or drug use) by federal regulation, District regulation, or District procedures. Required follow-up testing shall also occur as directed by a substance abuse professional of the District's choice not less than at least six (6) times within the twelve (12) months following the employee's return to duty. Required follow-up testing may be extended up to but not beyond sixty (60) months from the date of the former employee's reemployment.

- IV. Unless required by federal law, District regulation(s), or District procedures, the Clark County School District is not required to provide rehabilitation, pay for treatment, or reinstate an employee who misuses alcohol or uses drugs. All costs for employee rehabilitation, return-to-employment testing and evaluation by a substance abuse professional will be borne by the employee wishing to be reemployed.

- A. Unauthorized or illegal/illicit use of drugs is prohibited for all District employees, at all times, whether on or off duty and will subject the employee to dismissal.

For purposes of this subsection, the term "illegal/illicit use of drugs" shall not include the use of marijuana/THC, if the use of marijuana/THC is:

1. Done by a non-safety-sensitive employee;
2. Done in a manner that is lawful pursuant to Nevada law;
3. Is not done during working hours; and
4. Is not done on any District property, at any District-related activity or event, or while performing any District work.

Police officers and safety-sensitive employees are not allowed to possess, use, or be under the influence of marijuana/THC at any time.

- B. No safety-sensitive employee will report for duty within four (4) hours of using alcohol or remain on duty while under the influence of or while having an alcohol concentration in excess of 0.02 grams

of alcohol per 210 liters of breath. No safety-sensitive employee will use alcohol while on duty.

- C. An employee will be subject to dismissal for possession, use or being under the influence of illicit drugs, use of or being under the influence of medically prescribed drugs which may negatively affect the employee's ability to perform assigned duties; or for drinking, consumption, or being under the influence of alcohol during working hours.

For purposes of this subsection, the term "illicit drugs" shall not include marijuana/THC, if the possession, use, or state of being under the under influence of marijuana is:

1. Done by a non-safety-sensitive employee;
2. Done in a manner that is lawful pursuant to Nevada law;
3. Is not done during working hours; and
4. Is not done on any District property, at any District-related activity or event, or while performing any District work.

Police officers and safety-sensitive employees are not allowed to possess, use, or be under the influence of marijuana/THC at any time.

- V. An employee who misuses alcohol as prohibited in IV.B. above or uses drugs illegally/illicitly is subject to dismissal, and will be immediately removed without pay from performing a safety-sensitive function whether or not there is additional evidence that such prohibited behavior has adversely impacted the employee's job performance. A safety-sensitive employee who refuses or fails to take a required test as directed will be treated in the same manner as a safety-sensitive employee testing positive, and such refusal or failure will result in the employee's immediate removal from duty without pay and dismissal.

Employee misconduct is not excused by "self-identification" for any alcohol or drug problem.

A positive test for alcohol misuse or illegal/illicit use of drugs or an employee's refusal or failure to comply with the requirements of federal or District regulation, and corresponding procedures for implementation, will result in the employee's immediate removal from duty without pay and a recommendation for dismissal.

- VI. Supervisors (administrative and non-administrative) responsible for safety-sensitive employees and job functions will be trained, by approved trainers, in the identification of articulable behavior characteristics of the misuse of alcohol and illegal/illicit use of drugs. At a minimum, training will conform with those requirements established by the federal regulation.
- VII. The Clark County School District administration will develop specific procedures for implementation of this regulation and communicate the procedures for implementation and other requirements to safety-sensitive employees.
- VIII. The administration, Human Resources Division, will identify a professional vendor or vendors to: manage the components of this regulation; insure the integrity and confidentiality of employee identification, testing, and corresponding reporting of the results of each test; and manage and maintain all necessary records related to employee testing and the implementation of this regulation and the corresponding federal regulation.

Review Responsibility:	Human Resources Division
Adopted:	[10/26/93]
Revised:	(1/10/95; 10/22/96)
Pol Gov Rev:	6/28/01
Revised:	11/02/06; 12/12/19

LaNae Barnum (Complainant)

Opposition to CCSD's Motion to Dismiss Complaint

STATE OF NEVADA

BEFORE THE GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS
BOARD

Lanae D. Barnum,
Complainant,

v.

Clark County School District, a political subdivision of the State of Nevada; and
Teamsters Local 14, a Nevada employee organization,
Respondents.

Case No. 2026-011

COMPLAINANT'S OPPOSITION TO CCSD'S MOTION TO DISMISS

Complainant, Lanae D. Barnum, hereby submits this Opposition to the Clark County School District's Motion to Dismiss. This Opposition is timely filed pursuant to NAC 288.240(4).

I. INTRODUCTION

CCSD's Motion to Dismiss mischaracterizes the Complaint, ignores key facts, and incorrectly asserts that the EMRB lacks jurisdiction. The Complaint alleges statutory violations under NRS 288.270, including interference with rights, denial of due process, discriminatory treatment, and procedural failures in the administration of discipline. These are not mere contract disputes, and they fall squarely within the Board's jurisdiction. For these reasons, CCSD's Motion to Dismiss must be denied.

II. CCSD MISCHARACTERIZES THE NATURE OF THE COMPLAINT

CCSD asserts that the Complaint "does not actually include any allegations against the District." This is incorrect. The Complaint alleges that CCSD:

- failed to follow required disciplinary procedures;
- failed to provide timely written notice;
- denied Complainant due process;
- interfered with rights protected under NRS 288;
- discriminated against Complainant for exercising protected rights;
- mishandled the termination process; acted arbitrarily and inconsistently.

These allegations constitute statutory violations, not mere disagreements over the CBA.

III. THE EMRB HAS JURISDICTION OVER THESE CLAIMS

CCSD argues that the EMRB lacks jurisdiction because the Complaint allegedly raises only “contract violations.” This is incorrect.

NRS 288.270(1) prohibits:

- (a) interference with employee rights;
- (c) discrimination in terms of employment;
- (d) retaliation for filing a complaint;
- (e) refusal to bargain in good faith;
- (f) discrimination for political or personal reasons.

The Complaint alleges violations under (a), (c), and (d).

These are statutory prohibited practices, not contract grievances.

The EMRB has jurisdiction.

IV. CCSD FAILED TO FOLLOW REQUIRED PROCEDURES

CCSD claims it followed “each and every step” of the Negotiated Agreement. This is contradicted by the record. CCSD failed to:

- provide timely written notice of termination;
- follow progressive discipline;

- provide accurate CDL information;
- follow consistent timelines;
- provide meaningful opportunity to respond;
- ensure proper delivery of the termination letter;
- follow its own regulations and procedures.

These failures constitute procedural violations, due-process violations, and statutory violations.

V. CCSD'S "ZERO TOLERANCE" ARGUMENT DOES NOT EXCUSE PROCEDURAL FAILURES

CCSD repeatedly cites its "zero tolerance" policy. However, a policy does not override:

- statutory rights;
- due process;
- NRS 288 protections;
- required procedures;
- the obligation to provide timely notice;
- the obligation to conduct a fair investigation.

Even if CCSD believed dismissal was justified, it was still required to follow the law.

It did not.

VI. CCSD'S CLAIM THAT COMPLAINANT "ADMITTED" GUILT IS MISLEADING

CCSD asserts that Complainant "acknowledged" she must follow FMCSA regulations. This is not an admission of wrongdoing.

Complainant explained:

- she took CBD gummies;
- she did not knowingly ingest THC;

- she was unaware the product contained THC;
- she was not impaired;
- she was not informed of DOT restrictions regarding CBD.

CCSD's characterization is inaccurate.

VII. CCSD CANNOT AVOID RESPONSIBILITY BY BLAMING THE UNION

CCSD argues that the union's failure to arbitrate "is not a concern that can be imputed on the District."

However, CCSD's own actions:

- created confusion;
- delayed notice; denied due process;
- failed to follow procedures;
- interfered with Complainant's ability to defend herself.

These failures directly impacted the union's ability to represent Complainant.

CCSD cannot avoid accountability.

VIII. CCSD'S CLAIM THAT THE COMPLAINT IS "FRIVOLOUS" IS UNSUPPORTED

CCSD's assertion that the Complaint is "frivolous" is inappropriate and unsupported. There is nothing frivolous about:

- being denied due process;
- being terminated without proper notice;
- being subjected to inconsistent procedures;
- being denied rights under NRS 288;
- being treated differently than other employees.

This language appears intended to intimidate a self-represented complainant.

IX. CCSD'S MOTION IGNORES KEY FACTS

CCSD's Motion does not address:

- the delayed termination letter;
- the inconsistent communication;
- the lack of progressive discipline;
- the failure to provide written notice;
- the failure to follow timelines;
- the failure to provide accurate CDL information;
- the failure to allow meaningful defense;
- the failure to follow due process.

A motion to dismiss must accept the facts in the Complaint as true. CCSD instead ignores them.

X. CONCLUSION

The Complaint alleges:

- statutory violations;
- procedural violations;
- due-process violations;
- discriminatory treatment;
- interference with rights under NRS 288.

These are justiciable controversies under NRS 288.270.

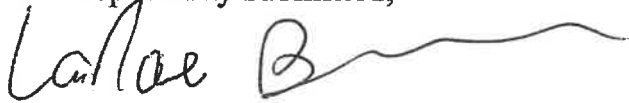
CCSD's Motion to Dismiss relies on mischaracterization, omission, and incorrect jurisdictional arguments.

For these reasons,

Complainant respectfully requests that the Board DENY CCSD's Motion to Dismiss.

DATED: June 26, 2026

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lanae B", followed by a long, wavy horizontal line.

Lanae D. Barnum

Complainant

P.O. Box 1072

Overton, NV 89040

CCSD (Respondent)

Reply in Support of CCSD's Motion to Dismiss

OFFICE OF THE GENERAL COUNSEL
CLARK COUNTY SCHOOL DISTRICT
CRYSTAL J. PUGH, ESQ. (NV Bar No. 12396)
BETTY J. FOLEY, ESQ. (NV Bar No. 14517)
5100 West Sahara Avenue
Las Vegas, Nevada 89146
Phone: (702) 799-5373
herrec4@nv.ccsd.net
*Attorney for Respondent,
Clark County School District*

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANAE D. BARNUM,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada;
and TEAMSTERS LOCAL 14, a Nevada
employee organization,

Respondents.

CASE NO.: 2026-011

**REPLY IN SUPPORT OF CLARK
COUNTY SCHOOL DISTRICT'S
MOTION TO DISMISS COMPLAINT**

The CLARK COUNTY SCHOOL DISTRICT (“the District” or “CCSD”), by and through its undersigned counsel, submits its Reply in support of the Motion to Dismiss Lanae Barnum’s (“Complainant’s”) Complaint.

I. INTRODUCTION

Complainant’s Opposition is evidently an AI-generated response to the District’s Motion to Dismiss and is devoid of true argument or substance. Complainant effectively argues that because she pleads violations under NRS 288.270, that deems her case within the jurisdiction of this Board. While perhaps facially true, Complainant fails to address the actual arguments made in the District’s Motion, which show that what Complainant is truly taking issue with (*i.e.*, the District’s application of its zero-tolerance policy for safety-sensitive employees and dismissal of Complainant) is outside the scope of the Board’s jurisdiction. The Board cannot exercise

1 jurisdiction over a matter simply because there is a recitation of NRS 288.270 in a Complaint. In
2 the same way, the Board cannot exercise jurisdiction over boilerplate contentions that lack factual
3 support and are, in reality, breach of contract claims. For example, Complainant concludes that
4 the District failed to follow disciplinary procedures, failed to provide timely written notice, denied
5 Complainant due process, mishandled the termination process, interfered with her rights under
6 NRS 288, and discriminated against her in exercising her protected rights. Noticeably absent from
7 the contentions is any factual support or contrast from a breach of contract claim. Complainant
8 cannot plead conclusions and violations to satisfy the thresholds under NAC 288.200.

9 Altogether, Complainant's claims are not within the jurisdiction of the EMRB, and there is
10 no probable cause for the Complaint. Therefore, the Complaint must be dismissed as against the
11 District.

12 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

13 Complainant's Opposition focuses on self-serving conclusions that are devoid of factual
14 support and do not defeat dismissal. First, Complainant takes the position that the Board has
15 jurisdiction over her claims because Complainant avers violations under NRS 288.270(1)(a), (c),
16 and (d). What Complainant misses is that reciting NRS 288.270 does not satisfy the pleading
17 threshold under NAC 288.200, which provides that a complaint must include clear and concise
18 statements of facts that evidence the alleged prohibited labor practice. NAC 288.200(c). This is to
19 include the time and place of the alleged act and the individuals involved. *Id.* While Complainant
20 claims that the District, among other conclusory statements, failed to follow disciplinary
21 procedures and engaged in untimely acts without notice, she never identifies what exactly she is
22 referring to and how such purported contract violations fall within the Board's jurisdiction.
23 Complainant's recitation of NRS 288.270 and conclusion that the Board has jurisdiction over the
24 matter does not make it true simply because Complainant desires it to be true.

25 Second, Complainant seemingly seeks to insert a new claim against the District that is
26 futile. In her Opposition, Complainant states that she is alleging retaliation for filing a complaint
27 under NRS 288.270(1)(d). NRS 288.270(1)(d) states that it is a prohibited labor practice for a
28 local government employer to willfully "[d]ischarge or otherwise discriminate against any

1 employee because the employee has signed or filed an affidavit, petition or complaint or given
2 any information or testimony under this chapter, or because the employee has formed, joined or
3 chosen to be represented by any employee organization.” Even if her Complaint included this
4 claimed violation, which it does not, Complainant cannot support the claim because she has not
5 filed any type of complaint or affidavit under NRS 288 prior to her discharge, or claim she was
6 otherwise discriminated against for such actions or for being represented by an employee
7 organization. Therefore, the claim, even if pled, fails and would warrant dismissal

8 Third, Complainant includes a number of conclusions in her Opposition that are devoid of
9 factual support and fail to show a unilateral change by the District,¹ discrimination, or
10 interference of rights as contemplated in NRS 288.270. In the Opposition, Complainant states that
11 the District failed to follow disciplinary procedures, failed to provide timely written notice, denied
12 Complainant due process, mishandled the termination process, interfered with her rights under
13 NRS 288, and discriminated against her in exercising her protected rights. However, Complainant
14 never identifies rudimentary facts such as what the District did not follow, what acts were
15 untimely, or what notice was not provided. The evidence and argument in the District’s Motion,
16 as well as the Motion to Dismiss filed by Teamsters Local 14 (“Teamsters”), establish that all
17 processes under the applicable negotiated agreement were followed by the District, despite
18 Complainant’s generalized conclusions purporting otherwise. Teamsters, the designated
19 representative/agent for the Education Support Employee Association, acknowledged that the
20 District was within its rights to suspend Complainant without pay, irrespective of any prior
21 discipline, because she was a bus driver who was required to maintain a CDL and her CDL
22 license was suspended following her positive drug test. *See* Teamsters’ Motion to Dismiss at 6:3-
23 17. Teamsters also acknowledged that in accordance with the applicable negotiated agreement,

24
25
26 ¹ Under the unilateral change theory, an employer commits a prohibited labor practice when it
27 changes the terms and conditions of employment that fall under the subjects of mandatory
28 bargaining listed in NRS 288.150 without first bargaining in good faith with the recognized
bargaining agent. *See City of Reno v. Reno Police Protective Ass’n*, 118 Nev. 889, 59 P.3d 1212
(2002).

1 the District was well within its rights to terminate Complainant following her positive drug test.
2 *Id.* at 6:18-26 – 7:1-2. Teamsters even acknowledged that it reasonably did not pursue the matter
3 to arbitration, considering it would clearly lose. *Id.* at 7:15-125 – 8:1-7. It is therefore
4 bewildering what Complainant is taking issue with as against the District. Her generalized
5 contentions that there was a delayed termination letter, inconsistent communication, lack of
6 progressive discipline, failure to provide written notice, failure to follow timelines, failure to
7 provide accurate CDL information, failure to allow meaningful defense, and failure to follow due
8 process ring hollow and outright ignore the statements and evidence in this case. As provided in
9 the District’s Motion, all procedural and substantive steps required of the District under the
10 negotiated agreement were followed. Complainant was provided notice of the concern, given an
11 opportunity to respond with the representative of her choosing, and was ultimately dismissed in
12 accordance with District policies and the negotiated agreement. Complainant is clearly
13 dissatisfied with her termination, but it cannot be said that the District committed a unilateral
14 change of the terms and conditions of the negotiated agreement, discriminated against her, or
15 interfered with her rights through such process.

16 Fourth and finally, Complainant’s claims are fundamentally a violation of contract claims
17 despite the attempted characterization as NRS 288 violations. What Complainant is saying is that
18 the District did not follow the processes set forth in the negotiated agreement. She maintains that
19 the District did not follow disciplinary procedures, did not follow timelines, did not provide
20 proper written notices, and mishandled her termination. Those allegations are essentially contract
21 violation claims. A violation of contract claim is not a cause or concern under NRS 288 that the
22 Board may hear and determine. *See* NRS 288.110(2) and NRS 288.270(1). *See County of Washoe*
23 *v. Washoe County Sheriff’s deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno*
24 *Police Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County*
25 *Teachers Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351,
26 Item No. 130 (“it is outside the Board’s jurisdiction to resolve grievances arising under the
27 parties’ collective bargaining agreements.”). Accordingly, under the circumstances, there is
28 plainly no justiciable controversy that the Board may consider.

1 **III. CONCLUSION**

2 For these reasons, the Board should dismiss the instant Complaint as against the District.

3 DATED this 10th day of July, 2026.

4 CLARK COUNTY SCHOOL DISTRICT
5 OFFICE OF THE GENERAL COUNSEL

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