

FILED
October 27, 2025
State of Nevada
E.M.R.B.
12:04 p.m.

1 Lisa Clark
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6 STATE OF NEVADA

7 ~~LOCAL~~ GOVERNMENT – EMPLOYEE MANAGEMENT

8 RELATIONS BOARD

9	LISA CLARK, 10 vs. 11 PERSHING COUNTY CLASSROOM 12 TEACHERS' ASSOCIATION (PCCTA) 13 AND 14 NEVADA STATE EDUCATION 15 ASSOCIATION (NSEA), 16 Respondents	ITEM NO: 10 CASE NO. 2025-023 11 PROHIBITED LABOR 12 PRACTICES COMPLAINT
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17 COMES NOW, Lisa Clark ("CLARK"), Pro Se, for a Prohibited Labor Practice
18 Complaint against the Pershing County Classroom Teachers' Association ("PCCTA") and the
19 Nevada State Education Association ("NSEA"), and alleges as follows:

20 1. At all relevant times herein, Lisa Clark was and is a licensed teacher working for the
21 Pershing County School District ("PCSD") and as such, at all relevant times subject to the rights
22 and privileges granted to licensed teachers as outlined by the 2025-2027 Negotiated Agreement
23 between PCSD and PCCTA as provided for in NRS Chapter 288.

24 2. At all relevant times, PCCTA was and is a government employee organization within
25 the meaning of NRS §288.040.

1 3. At all relevant times, NSEA was and is a government employee organization within
2 the meaning of NRS §288.040.

3 4. At all relevant times, PCSD was and is a government employer within the meaning of
4 NRS §288.080.

5 5. The Local Government Employee-Management Relations Board has jurisdiction over
6 the parties and subject matter of this Prohibited Labor Practices Complaint pursuant to the
7 provisions of NRS Chapter 288.

8 9. STATEMENT OF FACTS

10 11. 6. That PCSD and PCCTA are parties to a Collective Bargaining Agreement (“CBA”),
12 which became effective July 1, 2025.

13 14. 7. That CLARK’S employment with PCSD began in July 2003 when she was hired as the
15 Procurement/Accounts Payable Clerk in the District Office. At the same time, she was in the
16 process of obtaining her bachelor’s degree in Elementary Education.

17 18. 8. In 2005, CLARK was asked to take on a new grant-funded position at PCSD providing
19 professional development to teachers in the eMINTS program, an initiative that equipped
20 educators to design technology-rich, inquiry-based, and student-centered instruction through
21 intensive training and classroom coaching to improve teacher effectiveness, increase student
22 engagement, and raise achievement in core academic areas.

23 24. 9. In August of 2008, after the exhausting the eMINTS grant funding, PCSD appointed
CLARK to serve as a 4th grade classroom teacher where she remained until August 2011.

25 26. 10. In July 2011, Superintendent Dan Fox asked CLARK to fill the PCSD Finance
27 Director position (a position on the Administrative Team) after the District had been unable to
28 keep the position filled after the retirement of long-time director, Carol Shank in 2010.

1 11. That CLARK served as Finance Director (Administrative Team) until her retirement
2 July 31, 2025 after 30 years of public service in Nevada, 22 years of which were in service of
3 PCSD.

4 12. After retirement, CLARK was officially rehired by PCSD, as a critical needs
5 employee in a hard-to-fill teaching position, pursuant to NRS 286.523, and placed at a salary
6 class and step consistent with her education, prior experience, and years of equivalent service at
7 PCSD - Class V, Step 20(2).

8 13. On August 18, 2025, pursuant to Section 3-4-2 of the Collective Bargaining
9 Agreement (CBA), PCCTA filed a grievance against PCSD challenging CLARK'S (and two
10 other critical needs hires) salary step placement, alleging that she had been placed, "on the salary
11 schedule at levels exceeding their appropriate placement" and that salary step placement should
12 only be credited for, "verified years of prior teaching experience".

13 14. Further, PCCTA alleged such placement specifically violated Section XI of the
14 collective bargaining agreement.

15 15. That PCSD Superintendent Dennis Holmes submitted a written response to PCCTA,
16 dated September 15, 2025, after meeting with PCCTA representatives pursuant to Section 3-4-2-
17 2 of the CBA, finding no violation of Section XI of the CBA had occurred and denying the
18 Grievance.

19 16. On September 23, 2025, PCSD Board of Trustees President James Evans received an
20 email from Kristin Prostnak, NSEA UniServ Director, notifying him that as a representative for
21 PCCTA, she was "submitting the Grievance to the Board". This notification was in adherence of
22 Section 3-4-3 of the CBA, *Level Three – Board of School Trustees*.

17. A Special Public Board meeting was scheduled for October 7, 2025 to address the Level III Grievance.

18. At the Board meeting on October 7, 2025, Respondent PCCTA President Shelly Nee provided a verbal statement to the PCSD Board of Trustees as to why PCCTA believed the named teachers should not have received years of service credit upon hire as a Critical Needs Employee. During the meeting, PCCTA was unable to establish any connection between the salary placements and a violation of the CBA.

18. Complainant CLARK and other teachers named in the Grievance provided verbal statements at the October 7, 2025 board meeting.

19. At the meeting on October 7, 2025, PCSD Legal Counsel, Joel Locke, Esq. presented a verbal statement to the Board setting forth the legal rationale upon which denial of the Grievance was recommended.

20. PCSD Board of Trustees President James Evans formally responded in writing to the Grievance in a Memorandum dated October 8, 2025. The Board of Trustees found that Section XI of the CBA had not been violated and that the Grievance was denied.

21. On or about October 8, 2025, PCSD Board of Trustees President James Evans received an email from Kristin Prostnik, NSEA UniServ Director stating that pursuant to Section 3-4-4-1, PCCTA would like to escalate the Grievance to Level Four – Arbitration.

STATEMENT OF ALLEGED MISCONDUCT

Count I - Breach of Duty of Fair Representation

The Pershing County Classroom Teachers Association (PCCTA) and the Nevada State Education Association (NSEA), as the exclusive bargaining representatives under NRS 288.150 and NRS 288.270(1)(d), breached their duty of fair representation by acting in an arbitrary

1 discriminatory, and bad-faith manner when they filed and advanced a grievance on August 18,
2 2025, challenging CLARK'S salary-step placement as a critical-needs hire. The Associations
3 failed to exercise due diligence by neglecting to investigate the District's well-documented past
4 practice of crediting non-“verified prior teaching experience” in the placement and advancement
5 of numerous licensed employees, including nurses, counselors, and other specialists. This
6 includes the 2024–25 placement of retired Testing Director Sandy Condie in a critical-needs
7 teaching position under identical conditions but not grieved by PCCTA. Despite clear evidence
8 of consistent application by the District, PCCTA and NSEA disregarded their obligation under
9 NRS 288 to represent all members fairly and without hostility or favoritism.

10

11 **Count II - Arbitrary and Discriminatory Action**

12 The Pershing County Classroom Teachers Association (PCCTA) and the Nevada State
13 Education Association (NSEA) violated NRS 288.270(1)(a) and (d) by engaging in arbitrary,
14 discriminatory, and bad-faith conduct when they selectively challenged CLARK'S salary-step
15 placement while failing to object to identical placements for similarly situated retirees, including
16 Sandy Condie. The Associations neglected to file or pursue grievances in prior years when other
17 employees received similar step credit, demonstrating inconsistent enforcement of contractual
18 provisions. Despite the Superintendent's and Board's written findings that no contract violation
19 occurred, NSEA and PCCTA proceeded to request arbitration on October 9, 2025, without a
20 factual or equitable basis. Their actions reflect a deliberate misuse of discretion and a lack of due
21 diligence, advancing a non-meritorious grievance. Such conduct constitutes an arbitrary and
22 discriminatory application of bargaining-unit representation and violates their statutory duty of
23 fair representation under NRS 288.270.

24

25 **Count III – Bad Faith and Ulterior Motive**

1 The Nevada State Education Association (NSEA), acting jointly with the Pershing County
2 Classroom Teachers Association (PCCTA), violated NRS 288.270(1)(a) and (d) by acting in bad
3 faith and with ulterior motives in the filing and advancement of the August 18, 2025 grievance
4 concerning CLARK'S salary-step placement. Rather than exercising reasonable discretion and
5 conducting a fair, fact-based evaluation of the grievance, NSEA disregarded the established past
6 practice of the Pershing County School District, which has historically credited non-“verified
7 prior teaching experience” to multiple licensed staff members in step placement and
8 advancement, including nurses, counselors, and retirees such as Sandy Condie during the 2024–
9 25 school year. NSEA failed to conduct due diligence or independently verify these longstanding
10 practices before electing to advance the grievance to arbitration, even after the Superintendent
11 and Board issued written findings that no contractual violation had occurred. This conduct
12 constitutes bad faith, lack of impartiality, and misuse of representational authority in violation of
13 its statutory duty under NRS 288.270, and demonstrates that NSEA acted not to protect a
14 member’s rights but to advance institutional interests at her expense.

18 **RELIEF REQUESTED**

19 WHEREFORE, CLARK respectfully requests that the Employee-Management Relations
20 Board (EMRB) find that the Pershing County Classroom Teachers Association (PCCTA) and the
21 Nevada State Education Association (NSEA) violated NRS 288.270(1)(a) and (d) by engaging in
22 arbitrary, discriminatory, and bad-faith conduct in breach of their duty of fair representation and
23 seeks the following relief:

25 1. A Declaration that PCCTA and NSEA breached their statutory duty of fair
26 representation under NRS 288.270, and that their conduct in filing, processing, and advancing
27 the August 18, 2025 grievance constituted arbitrary, discriminatory, and bad-faith action.

2. An Order to Cease and Desist from any further acts of discrimination, retaliation, or misuse of the grievance and arbitration process against CLARK or other bargaining-unit members similarly situated.

3. An Order Directing PCCTA and NSEA to withdraw or dismiss the grievance and arbitration request concerning CLARK'S salary-step placement, with prejudice.

4. A Directive Requiring Both Associations to implement internal procedures ensuring that all future grievances are filed and advanced only after proper due diligence, factual investigation, and equitable consideration of similarly situated members.

5. Compensatory and Equitable Relief as deemed appropriate by the EMRB, including any legal costs incurred by CLARK as a result of the Associations' improper actions.

6. Any Other Relief that the Board deems just and proper to remedy the violations established herein and to ensure compliance with NRS Chapter 288.

VERIFICATION

I, Lisa Clark, declare under penalty of perjury under the laws of the State of Nevada that I am the Complainant in the foregoing Prohibited Labor Practice Complaint; that I have read the foregoing Complaint and know the contents thereof; and that the statements made therein are true and correct to the best of my knowledge, information, and belief.

Respectfully Executed this 26th day of October, 2025.

Lisa Clark
LISA CLARK, COMPLAINANT, PRO SE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of October, 2025, a copy of the attached
Prohibited Labor Practices Complaint was emailed to the Parties as shown below:

James Evans, President - PCSD Board of Trustees – jevans@pcsdny.com

Dennis Holmes, Superintendent – PCSD – dholmes@pcsdnv.com

Shelly Nee – President – PCCTA – snee@pcsdnv.com

Kristin ProstInak – UniServ Director – NSEA – kristin.prostInak@nsea-nv.org

Lisa Clark
Lisa Clark, Complainant

CERTIFICATE OF CERTIFIED MAIL SERVICE

I HEREBY CERTIFY that on this 27th day of October, 2025, a copy of the attached Prohibited Labor Practices Complaint was mailed via USPS Certified, Return Receipt Mail to the following Parties:

Pershing County Classroom Teachers' Association
C/O Shelly Nee, President
PO Box 671
Lovelock, NV 89419

NSEA
1890 Donald St.
Reno, NV 89502

Lisa Clark
Lisa Clark, Complainant

PCCTA (Respondent)

Answer to Complaint and Affirmative Defenses

FILED
November 18, 2025
State of Nevada
E.M.R.B.
1:47 p.m.

1 Thomas J. Donaldson, Esq.
2 Nevada State Bar No. 5283
3 Dyer Lawrence, LLP
4 1817 N. Stewart St., Ste. 35
5 Carson City, NV 89706
6 (775) 885-1896 telephone
7 tdonaldson@dyerlawrence.com

8 *Attorneys for Respondents*

9
10 BEFORE THE STATE OF NEVADA GOVERNMENT
11
12 EMPLOYEE-MANAGEMENT RELATIONS BOARD

13 LISA CLARK,

14 Complainant,

15 vs.

16 PERSHING COUNTY CLASSROOM
17 TEACHERS ASSOCIATION and
18 NEVADA STATE EDUCATION
19 ASSOCIATION,

20 Respondents.

21
22 Case No. 2025-023
23
24

25 **ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES**

26 COME NOW Respondents, PERSHING COUNTY CLASSROOM TEACHERS
27 ASSOCIATION ("PCCTA") and NEVADA STATE EDUCATION ASSOCIATION ("NSEA"),
28 (collectively "Respondents"), by and through Dyer Lawrence, LLP, and Thomas J. Donaldson, Esq.,
and hereby answer the Complaint on file herein, by admitting, denying and alleging as follows:

1. Answering Paragraph 1, Respondents admit that Complainant was a licensed teacher
working for the Pershing County School District ("PCSD") for three (3) years (2008-09, 2009-10
and 2010-11 school years) and recently reinstated her previously expired Nevada Teaching License
on or about March 28, 2025. Respondents are without information sufficient to form a belief as to
the truth or falsity of the remaining allegations in Paragraph 1, and therefore deny every such
allegations.

2. Answering Paragraph 2, Respondents admit the allegations.

3. Answering Paragraph 3, Respondents admit that NSEA is an employee organization
as defined by NRS 288.040, and is the State affiliate of PCCTA.

1 4. Answering Paragraph 4, Respondents admit the allegations.

2 5. Answering Paragraph 5, Respondents admit the allegations.

3 6. Answering Paragraph 6, Respondents admit that PCSD and PCCTA entered into the
4 2025-2027 Master Agreement ("Agreement"), which was retroactively effective July 1, 2025.

5 7. Answering Paragraph 7, Respondents are without information sufficient to form a
6 belief as to the truth or falsity of the allegations and therefore deny every such allegation.

7 8. Answering Paragraph 8, Respondents are without information sufficient to form a
8 belief as to the truth or falsity of the allegations and therefore deny every such allegation.

9 9. Answering Paragraph 9, Respondents are without information sufficient to form a
10 belief as to the truth or falsity of the allegations and therefore deny every such allegation.

11 10. Answering Paragraph 10, Respondents are without information sufficient to form a
12 belief as to the truth or falsity of the allegations and therefore deny every such allegation.

13 11. Answering Paragraph 11, Respondents are without information sufficient to form a
14 belief as to the truth or falsity of the allegations and therefore deny every such allegation.

15 12. Answering Paragraph 12, Respondents deny the allegations and aver that PCSD
16 improperly placed Complainant, who only has three (3) years of previous teaching experience, at
17 Class V, Step 20(2) of the 2025-2026 Teachers Salary Schedule in Article XI of the Agreement,
18 which equates to twenty (20) plus two (2) years so that Complainant will move to Class V, Step 23
19 next year on the 2026-2027 Teachers Salary Schedule.

20 13. Answering Paragraph 13, Respondents admit the allegations.

21 14. Answering Paragraph 14, Respondents admit the allegations.

22 15. Answering Paragraph 15, Respondents admit the allegations.

23 16. Answering Paragraph 16, Respondents admit the allegations.

24 17. Answering Paragraph 17, Respondents admit the allegations.

25 18. Answering the first Paragraph 18, Respondents admit that PCCTA President
26 Shelly Nee verbally conveyed PCCTA's position and explanation of the grievance, but deny that
27 ///
28 ///

1 PCCTA was unable to establish a connection between the salary placements and a violation of the
2 Agreement.¹

3 19. Answering the second Paragraph 18, Respondents admit the allegations.

4 20. Answering Paragraph 19, Respondents admit that PCSD's legal counsel presented
5 PCSD's rationale, but deny that it was grounds to deny the grievance.

6 21. Answering Paragraph 20, Respondents admit that PCSD's Board President James
7 Evans responded to the grievance, but deny that Article XI of the Agreement was not violated.

8 22. Answering Paragraph 21, Respondents admit that PCCTA timely advanced the
9 grievance to Level Four-Arbitration of the Grievance Procedure set forth in Article III of the
10 Agreement and further aver that PCCTA and PCSD subsequently executed a Settlement Agreement
11 dated November 17, 2025, providing that PCCTA will immediately withdraw the grievance and the
12 demand for arbitration, that PCSD and PCCTA will form a working group to develop a policy to
13 recommend to the PCSD Board regarding: a) the prospective placement of new hires and Critical
14 Needs Hires ("CNH") on the Teachers Salary Schedule; and, b) what counts as "previous teaching
15 service" for such placement in accordance with NRS 391.167 and/or PCSD's desire to enhance a
16 teacher's placement on the salary schedule as a recruitment tool; but, c) the policy recommendation
17 will be prospective only.

18 **CAUSES OF ACTION**

19 **Count I - Breach of Duty of Fair Representation**

20 23. Respondents adopt by reference and incorporate herein each, every and all of their
21 admissions, denials and averments in Paragraphs 1 through 22 above as if the same were set forth
22 in full at this point.

23 24. Respondents are without information sufficient to form a belief as to the truth or
24 falsity of the allegations in Complainant's first Cause of Action and therefore deny every such
25 allegation. Respondents aver that PCSD did not reduce Complainant's salary as a result of the
26 grievance filed and subsequently withdrawn by PCCTA and, hence, Complainant has completely
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28 1 The Complaint erroneously has two (2) paragraphs numbered "18." Complaint, p. 4.

1 failed to allege any damage or harm resulting Respondents' actions alleged in the Complain.
2 Respondents further deny that the facts stated in the Complaint are sufficient to state a claim against
3 Respondents, or to state a justiciable controversy involving Respondents, under NRS Chapter 288.

4 **Count II - Arbitrary and Discriminatory Action**

5 25. Respondents adopt by reference and incorporate herein each, every and all of their
6 admissions, denials and averments in Paragraphs 1 through 24 above as if the same were set forth
7 in full at this point.

8 26. Respondents are without information sufficient to form a belief as to the truth or
9 falsity of the allegations in Complainant's second Cause of Action and therefore deny every such
10 allegation. Respondents aver that Count II is redundant and simply re-alleges elements of Count I.
11 Respondents further deny that the facts stated in the Complaint are sufficient to state a claim against
12 Respondents, or to state a justiciable controversy involving Respondents, under NRS Chapter 288.

13 **Count III - Bad Faith and Ulterior Motive**

14 27. Respondents adopt by reference and incorporate herein each, every and all of their
15 admissions, denials and averments in Paragraphs 1 through 26 above as if the same were set forth
16 in full at this point.

17 28. Respondents are without information sufficient to form a belief as to the truth or
18 falsity of the allegations in Complainant's third Cause of Action and therefore deny every such
19 allegation. Respondents aver that Count III is redundant and simply re-alleges elements of Count I.
20 Respondents further deny that the facts stated in the Complaint are sufficient to state a claim against
21 Respondents, or state a justiciable controversy involving Respondents, under NRS Chapter 288.

22 **RELIEF REQUESTED**

23 29. Respondents adopt by reference and incorporate herein each, every and all of their
24 admissions, denials and averments in Paragraphs 1 through 28 above as if the same were set forth
25 in full at this point.

26 30. Respondents deny that Complainant is entitled to any of the relief requested in her
27 Complaint.

28 ///

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Lack of Jurisdiction)

31. To the extent that the claims asserted by Complainant are based upon any alleged violation of a right or duty arising other than pursuant to Chapter 288 of NRS, the EMRB has no jurisdiction to hear this matter.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

32. To the extent that the claims asserted by Complainant are based upon alleged acts at issue that occurred more than six (6) months before the filing of the Complaint, the claims are time barred by NRS 288.110(4).

THIRD AFFIRMATIVE DEFENSE

(Violation of Due Process)

33. The Complaint violates due process because it fails to state causes of action and/or facts sufficient to advise NSEA and/or PCCTA about the claims that are asserted against them.

FOURTH AFFIRMATIVE DEFENSE

(Failure to State a Claim)

34. The Complaint fails to state a claim for a violation of a duty of fair representation, a violation of NRS 288.140, a prohibited practice, or any other cognizable claim under NRS Chapter 288 against NSEA and/or PCCTA.

FIFTH AFFIRMATIVE DEFENSE

(Moot Claim)

35. In light of the Settlement Agreement resolving the underlying grievance, Complainant's claims are moot.

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SIXTH AFFIRMATIVE DEFENSE

(No Duty of Fair Representation)

36. NSEA is not the exclusive bargaining agent for the bargaining unit in which Complainant is a member, and is not a party to or bound by the Agreement between the PCSD and PCCTA. Therefore, NSEA does not owe to Complainants a duty of fair representation.

SEVENTH AFFIRMATIVE DEFENSE

(Lack of Causation)

37. The Complaint does not allege that NSEA itself, or any person employed by NSEA, has performed any acts that caused the damages alleged to have been suffered by Complainant.

EIGHTH AFFIRMATIVE DEFENSE

(Discretionary Acts)

38. The acts of NSEA and PCCTA complained of in the Complaint are discretionary acts within the discretion of NSEA and/or PCCTA and were not arbitrary, discriminatory, or in bad faith.

NINTH AFFIRMATIVE DEFENSE

(Failure/Lack of Causation)

39. Any damages suffered by Complainant due to an alleged violation of the Complainant's rights to represent herself were caused by her own actions, or inaction, and were not caused by any conduct of NSEA or PCCTA.

TENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

40. Complainant has not sought to mitigate her damages by, among other things, timely filing her own grievance regarding the PCCTA's alleged violation of the Agreement.

ELEVENTH AFFIRMATIVE DEFENSE

(Contributory Negligence/Comparative Fault)

41. Complainant's own actions, or inactions, are the source of her damages. Any judgment, order, or award against NSEA or PCCTA should be abrogated and/or proportionately reduced by the percentage of fault that Complainant bears for her own actions.

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TWELFTH AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

42. PCSD and PCCTA have settled the underlying grievance. Accordingly, Complainant has been compensated for her damages, if any, and Complainant's acceptance of the payment constitutes an accord and satisfaction.

THIRTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

43. Complainant's own actions, or inaction, are the source of her damages. Complainant cannot in equity complain about the actions of NSEA and/or PCCTA when her own actions render her hands unclean.

FOURTEENTH AFFIRMATIVE DEFENSE

(Lack of Probable Cause)

44. The Complaint is made without probable cause under NAC 288.375(1).

FIFTEENTH AFFIRMATIVE DEFENSE

(Frivolity and Spuriousness)

45. The Complaint is frivolous or spurious under NAC 288.375(5).

SIXTEENTH AFFIRMATIVE DEFENSE

(Ripeness)

46. Complainant has not alleged any harm or injury that she incurred prior to filing the Complaint making the alleged dispute not yet ripe for consideration and decision by the EMRB.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Attorney's Fees)

47. NSEA and PCCTA have been required to retain the services of Dyer Lawrence, LLP, in order to defend them in this action and they are therefore entitled to recover their attorney's fees and costs incurred herein under NRS 288.110(6).

WHEREFORE, Respondents pray for relief as follows:

1. That Complainant takes nothing by her Complaint and that the Complaint be dismissed with prejudice;

1
2. That Respondents be awarded attorney's fees and costs incurred herein; and,
2
3. That Respondents be granted such other and further relief as may be deemed just and
3
proper.

4
RESPECTFULLY SUBMITTED this 8th day of November, 2025.

5
DYER LAWRENCE, LLP

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By: 

7
Thomas J. Donaldson, Esq.
8
Nevada Bar No. 5283
9
1817 N. Stewart Street, Ste. 35
10
Carson City, Nevada 89706
(775) 885-1896 telephone
(775) 885-8728 facsimile
11
tdonaldson@dyerlawrence.com
Attorneys for Respondents

CERTIFICATE OF SERVICE

Pursuant to NAC 288.080(4), I certify that I am an employee of Dyer Lawrence, LLP, and that on this 18th day of November, 2025, I caused a true and correct copy of the within Answer to Complaint and Affirmative Defenses to be sent via electronic mail and deposited in the U.S. Mail, postage prepaid, addressed to each of the persons listed below.

Lisa Clark
P.O. Box 1072
Lovelock, NV 89419
run4fun1000@gmail.com

Henry Gilbest

Kelly Gilbert

PCCTA (Respondent)

Motion to Dismiss Complaint

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1 employed by the Pershing County School District (“PCSD”). PCCTA and PCSD have bargained
2 for and agreed upon the 2025-2026 Master Agreement (“Agreement”), which was the applicable
3 agreement between the parties during the time of the events in question. Complainant alleges in her
4 Complaint that Respondents have interfered with Complainant’s rights under NRS Chapter 288 and
5 the Agreement.

6 However, the Complaint suffers from several substantive flaws. First, NSEA owes no duty
7 of fair representation to Complainant because PCCTA is the applicable bargaining agent, exclusive
8 representative of the teachers’ bargaining unit and party to the Agreement, not NSEA.

9 Second, the Complaint must be dismissed because Complainant has substantively failed to
10 state a claim. Complainant alleges that Respondents interfered with her rights under NRS Chapter
11 288 and the Agreement by PCCTA filing a grievance challenging the placement of Complainant (and
12 two (2) other Critical Needs Hires (“CNH’s”)) on the 2025-2026 Teacher Salary Schedule in
13 Article XI of the Agreement because she was placed at Class V, Step 20(2), *i.e.*, given twenty-
14 two (22) (twenty (20) plus two (2)) years of “teaching experience,” although she only had three (3)
15 years of prior “teaching experience.” However, PCSD never reduced Complainant’s salary and the
16 grievance has now been withdrawn in accordance with the Settlement Agreement between PCSD
17 and PCCTA. Thus, Complainant has alleged no harm or injury. Accordingly, Respondents have not
18 violated NRS 288.270(2) or the duty of fair representation. Thus, the Complaint must be dismissed.

19 Accordingly, at a minimum, NSEA should be dismissed from this matter and, as set forth
20 below, the Complaint is fatally defective and should be dismissed.

21 II. STATEMENT OF FACTS

22 For the purposes of a Motion to Dismiss, the facts as alleged in the Complaint must be
23 accepted as true. Accordingly, the relevant facts, for purposes of this Motion only, are set forth
24 below.¹

25
26 ¹ When considering a motion to dismiss for failure to state a claim, the Board should view “all factual
27 allegations [in the Complaint] . . . as true and draw all inferences in [the Complainants’] favor. [The Complaint] . . .
28 should be dismissed only if it appears beyond a doubt that . . . [the Complainants’] could prove no set of facts, which,
if true, would entitle [them] to relief.” *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. Adv. Rep. 21, 181 P.3d 670,
672 (Nev. 2008). “Dismissal is proper where the allegations are insufficient to establish the elements of a claim for
relief.” *Stockmeier v. Nev. Dep’t of Corr. Psychological Review Panel*, 124 Nev. Adv. Rep. 30, 183 P.3d 133, 135

1 PCSD is a local government employer in Pershing County, Nevada. Complaint, ¶ 4. PCCTA
2 is an employee organization under NRS Chapter 288, and is the exclusive bargaining agent for the
3 teachers employed by PCSD. *Id.*, ¶ 2. NSEA is also an employee organization under NRS
4 Chapter 288, and the state affiliate of PCCTA. *Id.*, ¶ 3. Complainant is a Critical Needs Hire
5 ("CNH") employed by PCSD, and a local government employee under NRS Chapter 288. *Id.*, ¶¶
6 1 and 12. PCCTA and PCSD have bargained for and agreed upon the 2025-2027 Agreement, which
7 was the agreement between the parties during the time of the events in question. *Id.*, ¶ 6. PCSD,
8 PCCTA, and Complainant, as a member of the bargaining unit, are bound by the terms of the
9 Agreement. *Id.*, ¶¶ 1 and 6.

10 Complainant was a licensed teacher employed by PCSD for three (3) school years, 2008-09,
11 2009-10 and 2010-11. *Id.*, ¶ 9. For the past fourteen (14) years, from 2011 through her retirement
12 on July 31, 2025, Complainant served as PCSD's Finance Director, a member of the PCSD
13 administrative team, not a teaching position. *Id.*, ¶¶ 10-11. After Complainant reinstated her Nevada
14 teaching license on March 28, 2025, and retired, PCSD rehired her as a CNH pursuant to
15 NRS 286.523. *Id.*, ¶ 12; Exhibit 1 hereto. Although Complainant only had three (3) years of
16 teaching experience, PCSD placed her at Class V, Step 20(2), crediting her with twenty-two (22)
17 (twenty (20) plus two (2)) years of teaching experience. *Id.* Consistent with most teacher salary
18 schedules in Nevada, the Class is determined by the teacher's educational degree(s) and qualifying
19 credits and the Steps are based on years of previous teaching service in accordance with
20 NRS 391.167.²

21 On or about August 18, 2025, PCCTA filed a grievance against PCSD challenging the
22 placement of Complainant (and two (2) other CNH's) on the Teacher Salary Schedule, which
23 exceeded the appropriate placement based upon verified years of prior teaching experience in

24
25 (2008) (internal quotations omitted).

26 The only evidence presented with this Motion are copies of Complainant's recently reinstated Nevada Teacher's
27 License and documents related to the underlying grievance, which has been withdrawn. Otherwise all facts as alleged
28 in the Complaint are assumed to be true for the purposes of this motion.

² The EMRB can take notice of the applicable 2025-2027 Agreement and other teacher negotiated agreements on file with the EMRB.

1 violation of Article XI of the Agreement. *Id.*, ¶¶ 13-14; Exhibit 2 hereto. The grievance was denied
2 at Levels Two and Three and timely advanced to Level Four—Arbitration of the Grievance Procedure
3 set forth in Article III of the Agreement. *Id.*, ¶¶ 15-21.

4 On or about November 17, 2025, PCSD and PCCTA entered into a Settlement Agreement
5 providing that PCCTA will immediately withdraw the grievance and the demand for arbitration, that
6 PCSD and PCCTA will form a working group to develop a policy to recommend to the PCSD Board
7 regarding: a) the prospective placement of new hires and Critical Needs Hires (“CNH”) on the
8 Teacher Salary Schedule; and, b) what counts as “previous teaching service” for such placement in
9 accordance with NRS 391.167 and/or PCSD’s desire to enhance a teacher’s placement on the salary
10 schedule as a recruitment tool; but, c) the policy recommendation will be prospective only. Exhibit
11 3 hereto.

12 III. ARGUMENT

13 A. **NSEA is not a proper party to this dispute.**

14 This instant case is analogous to the dispute in *Bybee v. White Pine Cty. School Dist., Nevada*
15 *State Education Ass’n and White Pine Ass’n of Classroom Teachers*, EMRB Case No. A1-045972,
16 Item No. 724B (2011). “The duty of fair representation is inferred from a union’s exclusive authority
17 to represent all employees in a bargaining unit.” *Bybee* at 4-5, citing *Chauffeurs Teamsters and*
18 *Helpers Local No. 391 v. Terry*, 494 U.S. 558, 563 (1990). In *Bybee* the EMRB dismissed NSEA
19 because WPACT, and not NSEA, was the recognized bargaining agent. *Id.* The relationship between
20 WPACT and NSEA is no different than the relationship here between PCCTA and NSEA, the state
21 affiliate and a separate entity. PCCTA, like WPACT, is the recognized bargaining agent of licensed
22 teachers employed by PCSD and PCSD and PCCTA are the only parties to the applicable
23 Agreement. Complaint, ¶¶ 2 and 6. While former NSEA UniServ Director Kristin Prostnik
24 assisted PCCTA in processing the grievance, there is no allegation in the Complaint that “NSEA
25 assumed the mantle of the bargaining agent in this case.” *Bybee, supra*, at 5. Thus, consistent with
26 *Bybee*, “the duty of fair representation lies only with [PCCTA] and . . . there cannot be a breach of
27 the duty of fair representation by NSEA.” *Id.* Therefore, NSEA should be dismissed as a
28 Respondent herein.

1 B. The Complaint Does Not State a Claim for An Unfair Labor Practice.

2 The Board should dismiss the Complaint because it substantively fails to state a claim against
3 PCCTA and NSEA for an unfair labor practice; *i.e.*, a violation of the duty of fair representation, a
4 prohibited practice, or a violation of any other part of NRS Chapter 288.

5 1. The Complaint Does Not State a Claim for a Violation of the Duty of Fair Representation.

6 An employee organization's duty of fair representation stems from the requirement that the
7 employee organization act fairly toward the members of the bargaining unit that it represents.
8 *Rosequist v. IAFF*, 118 Nev. 444, 449 (2002). This is because the employee organization is the
9 exclusive bargaining agent of the bargaining unit (NRS 288.027) and the failure of the employee
10 organization to provide fair representation to the members of the bargaining unit interferes with
11 those members' right to fair representation and is a prohibited practice under NRS 288.270(2)(a).
12 *Id.* But "the exclusive bargaining relationship [also] establishes a 'mutuality of obligation'" between
13 the employee organization and the members of the bargaining unit. *Cone v. Nev. Serv. Employees*
14 *Union*, 116 Nev. 473, 479 (2000). Thus, while the employee organization must fairly represent the
15 members of the bargaining unit, the members of the bargaining unit must also deal fairly with the
16 employee organization and perform any obligations imposed upon them. *Id.*

17 An employee organization can be found to have violated the duty of fair representation only
18 if it has engaged in conduct that is "arbitrary, discriminatory, or in bad faith."³ *Weiner v. Beatty*, 121
19 Nev. 243, 249 (2005). In this context, conduct is "arbitrary" only if, under the circumstances, the
20 Respondents' conduct was "so far outside a 'wide range of reasonableness' as to be irrational." *Air*
21 *Line Pilots Association v. O'Neill*, 499 U.S. 65, 67 (1991) (*quoting Ford Motor Co. v. Huffman*, 345
22 U.S. 330, 338 (1953)). A claim of unlawful "discrimination" requires "substantial evidence of
23 discrimination that is intentional, severe and unrelated to legitimate union objectives" *Amalgamated Ass'n of St., Elec. Ry. & Motor Coach v. Lockridge*, 403 U.S. 274, 301 (1971). In
24 order to establish "bad faith," a claimant must present "substantial evidence of fraud, deceitful action

25
26
27
28 ³ "Count II - Arbitrary and Discriminatory Action" of the Complaint is simply alleging elements of
 "Count I - Breach of Duty of Fair Representation." Complaint, pp. 4-5.

1 or dishonest conduct" by the employee organization.⁴ *Humphrey v. Moore*, 375 U.S. 335, 348
2 (1964); *Lockridge*, 403 U.S. at 299. Moreover, a bargaining representative must be allowed "a wide
3 range of reasonableness" in carrying out its duties. *O'Neill*, 499 U.S. at 67; *see Nev. Serv. Employees*
4 *Union v. Orr*, 121 Nev. 677, 680 n.10 (2005) (stating that an employee organization has the
5 discretion to "make[] a judgment between two alternative courses of action"). Accordingly, in
6 evaluating the actions of PCCTA and NSEA in filing and processing the underlying grievance, the
7 Board should not substitute its own judgment for that of the Respondents.

8 In the present case, because this is a motion to dismiss, the facts of the Complaint must be
9 assumed to be true. As stated, the allegations of the Complaint fail to allege a cause of action for
10 a breach of NSEA's or PCCTA's duty of fair representation toward Complainant. PCCTA simply
11 exercised its discretion and legal obligation to file a grievance to protect the Agreement and other
12 members of the teachers' bargaining unit. Complaint, ¶¶ 13-14. Clearly, it appeared that PCSD
13 favorably and improperly credited Complainant, a former PCSD administrator for fourteen (14)
14 years, with twenty (20) years of prior teaching experience and placed her at Class V, Step 20(2)
15 (\$91,717) of the 2025-2026 Teachers Salary Schedule when she only had three (3) years of previous
16 teaching service and should have been placed at Class V, Step 3 (\$62,942).⁵ *Id.* ¶¶ 9 and 12.
17 However, Complainant does not allege in her Complaint any harm or injury resulting from PCCTA's
18 grievance, which has now been withdrawn, or claim that her salary has been reduced. Thus,
19 Complainant has failed to allege any violation of PCCTA's duty of fair representation and has failed
20 to state a claim against Respondents upon which relief may be granted by the EMRB. Accordingly,
21 the Complaint must be dismissed since Counts II and III are simply elements of Count I.

22 2. The Complaint Does Not State a Claim for a Prohibited Practice under NRS 288.270(2).

23 NRS 288.270 sets forth certain practices that are prohibited for an employee organization to
24 engage in. As that statute provides in pertinent part, it is a prohibited practice for an employee

25
26 ⁴ "Count III - Bad Faith and Ulterior Motive" of the Complaint also alleges elements of "Count I -
27 Breach of Duty of Fair Representation." Complaint, pp. 4-6.
28

⁵ Placing Complainant at Class V, Step 20(2) of the 2025-2026 Teachers Salary Schedule in Article XI
of the Agreement this year allows her to move to Class V, Step 23 (\$94,785) on the 2026-2027 Salary Schedule next
school year. Agreement, pp. 20-21.

1 organization or its designated agent willfully to: "(a) Interfere with, restrain or coerce any employee
2 in the exercise of any right guaranteed under [NRS Chapter 288] . . . [or] (c) Discriminate because
3 of race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual
4 handicap, national origin or because of political or personal reasons or affiliations."
5 NRS 288.270(2).

6 In this case, Complainant alleges that Respondents have violated "NRS 288.270(1)(a) and
7 (d)." Complaint, p. 4 at line approximately 27, p. 5 at line 14, p. 6 at line 2. However, subsection
8 (1) of NRS 288.270 specifies the prohibited labor practices committed by "a local government
9 employer or its designated representative," not employee organizations such as Respondents. Thus,
10 Complainant has failed to allege any applicable violation of NRS 288.270.

11 However, as set forth above, since NSEA owed no duty of fair representation to Complainant
12 and PCCTA did not violate its duty of fair representation of Complainant, Respondents did not
13 commit a prohibited practice and, hence, did not violate any provision of NRS 288.270(2).
14 Therefore, the Complaint should be dismissed.

15 IV. CONCLUSION

16 In this case, the Complaint fails to state a claim and must be dismissed. In essence,
17 Complainant only alleges one (1) cause of action in her Complaint "Count I - Breach of Duty of Fair
18 Representation" since "Count II - Arbitrary and Discriminatory Action" and "Count III - Bad Faith
19 and Ulterior Motive" are simply elements of Count I. Clearly, NSEA, which is not the exclusive
20 bargaining agent of the teachers employed by PCSD or a party to the applicable Agreement, owes
21 no duty of fair representation to Complainant. Similarly, PCCTA, simply by filing a grievance to
22 protect the Agreement and other members of the bargaining unit, which it subsequently withdrew,
23 did not breach any duty owed to Complainant. Further, Complainant has not alleged any resulting
24 harm or injury caused by Respondents. Finally, Respondents cannot violate subsection (1) of
25 NRS 288.270 as alleged in the Complaint since they are not "local government employers," but they

26 / / /

27 / / /

28 / / /

1 clearly did not commit a prohibited labor practice or violate NRS 288.270(2). Therefore, the
2 allegations in the Complaint are without merit, and the Complaint must be dismissed.

3 RESPECTFULLY SUBMITTED this 10th day of November, 2025.

4 DYER LAWRENCE, LLP

5 By:

6 
Thomas J. Donaldson, Esq.
7 Nevada Bar No. 5283
8 1817 N. Stewart Street, Ste. 35
9 Carson City, Nevada 89706
(775) 885-1896 telephone
(775) 885-8728 facsimile
tdonaldson@dyerlawrence.com
10 *Attorneys for Respondents*

EXHIBITS

	<u>Exhibit</u>	<u>Description</u>
3	1	Lisa M. Clark's Nevada Teaching License.
4	2	PCCTA Grievance dated 8/18/2025.
5	3	Settlement Agreement dated 11/17/2025.

CERTIFICATE OF SERVICE

Pursuant to NAC 288.080(4), I certify that I am an employee of Dyer Lawrence, LLP, and that on this 18th day of November, 2025, I caused a true and correct copy of the within Motion to Dismiss Complaint to be sent via electronic mail and deposited in the U.S. Mail, postage prepaid, addressed to each of the persons listed below.

Lisa Clark
P.O. Box 1072
Lovelock, NV 89419
run4fun1000@gmail.com

Kerry Gibbons

Kelly Gilbert

EXHIBIT 1

EXHIBIT 1

State of Nevada
License for Educational Personnel

License No. 46979

This License Certifies That

Lisa M Clark

Has complied with the prescribed rules and regulations of the Commission on Professional Standards in Education and that the Superintendent of Public Instruction has granted this license which authorizes the holder to provide service in the schools of the State of Nevada in the following areas :

License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Professional - Elementary	K-8	03/28/2025	All Elementary Subjects	03/28/2025	09/28/2030
Standard - Substitute	PK-12	03/28/2025	Substitute	03/28/2025	09/28/2029
Professional - Business and Industry	7-ADULT	03/28/2025	Business Management	03/28/2025	09/28/2030

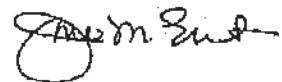
Provisions to be satisfied

Provisions	Required Due Date
Business Management - Three (3) semester credits or equivalent PD in CTE or secondary curriculum and instruction.	03/28/2028
Business Management - Three (3) semester credits or equivalent PD in CTE or secondary teaching methodology.	03/28/2028
Business Management - Three (3) semester credits or equivalent PD in career development and work-based learning.	03/28/2028
Business Management - Three (3) semester credits or equivalent PD in CTE student organization and management.	03/28/2028

Renewal Requirements

Renewal Requirements	Required Due Date
Pursuant to NRS 391.0347, an approved 3 semester credit course or 45 hours of approved professional development in Multicultural Education must be completed at any time prior to the renewal of the license.	09/28/2030
There are no requirements for the renewal of this license.	09/28/2029

Required Requirement	Required End Date
Must submit proof of annual professional development activities pursuant to Revised Regulation Document R088-23.	09/28/2030
Three (3) semester credits in a course on Parent Involvement and Family Engagement (PIPE) that has been approved by the Department and is consistent with NRS 392.457.	09/28/2030



State Superintendent of Public Instruction

EXHIBIT 2

EXHIBIT 2

Pershing County Classroom Teachers Association/
Pershing County School District

Complaint by the Aggrieved

Date: August 18, 2025
Aggrieved: Pershing County Classroom Teachers Association
Address: PO Box 871
Lovelock, Nevada 89419

Administrator: Superintendent Dennis Holmes

Statement of Grievance

On August 18, 2025, the Pershing County Classroom Teachers Association became aware that Lisa Clark, Kelly Lusardi Rider, and Shauna Bake had all been placed on the salary schedule at levels exceeding their appropriate placement. According to district policy, when a teacher is hired, they are to be placed on the salary step schedule based on their educational attainment and verified years of prior teaching experience.

These actions constitute violation of Article XI of the Negotiated Agreement between PCCTA and PCSD. All rights are reserved to include without limitation any and all other applicable articles, policies, rules, regulations, and statutes that are deemed relevant to this agreement: the Association has the right to amend this grievance.

Action Requested

1. Immediately cease all violations of the Agreement.
2. Correct the salary placement of all teachers to their appropriate steps on the salary schedule.
3. Recover and return any funds paid as a result of the improper placements to the district, to be reserved for collective bargaining purposes.
4. Adopt and implement clear policies establishing guardrails on critical needs hiring to prevent future contract violations and ensure consistent application.
5. Any and all other remedy necessary to make the grievant whole.



Grievant: Shelly Nee, President, PCCTA



8-25-25

Date



Representative: Kristin Prostnak, UniServ Director



8-25-25

Date

EXHIBIT 3

EXHIBIT 3

SETTLEMENT AGREEMENT

This "Agreement" is made between the Pershing County Classroom Teachers Association ("PCCTA" or the "Association") and the Pershing County School District ("PCSD" or the "District"). PCCTA and PCSD may be referred to herein as a "Party" and are referred to collectively herein as the "Parties."

WHEREAS, PCCTA is an "employee organization," as that term is defined in NRS 288.040;

WHEREAS, the District is a "local government employer," as that term is defined in NRS 288.060;

WHEREAS, PCCTA and PCSD are parties to the Master Agreement between PCSD and PCCTA, negotiated pursuant to NRS 288.150—the "Master Agreement";

WHEREAS, pursuant to NRS 288.160, PCSD has recognized PCCTA as the exclusive "bargaining agent," as that term is defined in NRS 288.133, of the "bargaining unit," as that term is defined in NRS 288.134, comprised of all PCSD "teachers," as defined in Art. 1-2 of the Master Agreement;

WHEREAS, Lisa Clark, Kelly Lusardi Rider and Shauna Bake are currently employed by PCSD and are within the bargaining unit represented by PCCTA, *i.e.*, the "PCCTA Unit";

WHEREAS, Lisa Clark, Kelly Lusardi Rider and Shauna Bake are retired and draw benefits from Nevada's Public Employee Retirement System, but each was subsequently rehired by PCSD as a critical needs hire ("CNH") pursuant to NRS 286.523—the "CNH Rehires";

WHEREAS, prior to their current PCSD employment, the CNH Rehires had previous employment with the District in various roles;

WHEREAS, upon their rehiring, PCSD placed the CNH Rehires on the salary schedule set forth in Art. XI of the Master Agreement, and such placement accounted for the CNH Rehires education and prior service to the District;

WHEREAS, on August 25, 2025, PCCTA filed a grievance alleging that PCSD violated Art. XI of the Master Agreement based on the placement of the CNH Rehires on the Master Agreement's salary schedule (the "Grievance");

WHEREAS, in the "Action Requested" portion of the Grievance, PCCTA requested that the salary of CNH Rehires should be adjusted downward and that any "overpayment" based on the current salary placement should be recouped;

WHEREAS, on September 15, 2025, PCSD denied the Grievance at Level Two of the grievance process, and PCCTA thereafter moved the Grievance to Level Three, wherein the

Grievance was heard by the PCSD Board of School Trustees ("Board") at a duly noticed and regularly conducted special meeting on October 7, 2025;

WHEREAS, the Board voted to deny the Grievance at the special meeting and notified PCCTA of the denial in writing on October 8, 2025;

WHEREAS, PCCTA thereafter moved the Grievance to Level Four—Arbitration;

WHEREAS, at the special PCSD Board meeting on October 7th, the CNH Rehires and others addressed the Board and expressed serious concerns regarding the Grievance and advocated that the Board deny the Grievance and that PCCTA should not pursue the Grievance further;

WHEREAS, PCCTA has conferred internally regarding the concerns expressed by the CNH Rehires and others regarding the Grievance, it has reassessed the Grievance in light of its organizational values and objectives, and it wishes to resolve the Grievance by way of settlement with PCSD; and

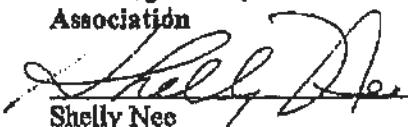
WHEREAS, both PCSD and PCCTA wish to continue forward in a respectful, cooperative and harmonious manner, and the Parties wish to resolve this matter without the expense and uncertainty of arbitration.

NOW, THEREFORE, the Parties agree as follows:

1. PCCTA will withdraw the Grievance and the demand for arbitration effective immediately, and the Grievance and arbitration demand will be deemed withdrawn upon full execution of this Agreement.
2. PCSD and PCCTA will form a working group (or other structure for PCSD to receive input from PCCTA) to develop a policy to recommend to the Board regarding:
 - a. the *prospective* placement of new hires and CNH hires or rehires on the teacher salary schedule; and,
 - b. what counts as "previous teaching service" for such placement, to the extent an answer to that question is not already provided by NRS 391.167 and/or PCSD wishes to enhance a teacher's placement on the salary schedule as a recruitment tool; but,
 - c. the policy recommendation be prospective only and will have no effect on the CNH Rehires, as defined in this Agreement, or any other CNH hire or rehire made by the District prior to the enactment of any policy by the Board, should it choose to do so.

3. This Agreement constitutes the entire agreement among the Parties. Items not referenced herein are not part of this Agreement and not enforceable. This Agreement may only be modified by an amendment hereto or subsequent agreement of the Parties, either of which must be written and signed by all Parties.
4. This Agreement is governed by the laws of the State of Nevada and jurisdiction and venue for any dispute regarding the Agreement is in Nevada.
5. Should any Party be required to bring an action to enforce the Agreement, the prevailing Party may recover attorney fees and costs.
6. This Agreement is effective the date of the last signature hereon.

Pershing County Classroom Teachers
Association



Shelly Nee
President

11-17-2025
Date

Pershing County School District



Dennis Holmes
Superintendent

11-17-2025
Date

Lisa Clark (Complainant)

Opposition to Motion to Dismiss Complaint

1 Lisa Clark
2 PO Box 1072
3 Lovelock, NV 89419
4 (775) 842-9285
5 run4fun1000@gmail.com

FILED
December 1, 2025
State of Nevada
E.M.R.B.
11:46 a.m.

6 STATE OF NEVADA

7 GOVERNMENT EMPLOYEE-MANAGEMENT

8 RELATIONS BOARD

9 LISA CLARK,

ITEM NO:

10 Complainant,

CASE NO. 2025-023

11 vs.

12 PERSHING COUNTY CLASSROOM
13 TEACHERS' ASSOCIATION (PCCTA)

OPPOSITION TO MOTION
14 AND
15 NEVADA STATE EDUCATION
16 ASSOCIATION (NSEA),
17 Respondents

TO DISMISS COMPLAINT

18 COMES NOW, Lisa Clark, Complainant, Pro Se, and files this Opposition to
19 Respondents Pershing County Classroom Teachers Association (PCCTA) and Nevada State
20 Education Association (NSEA) Motion to Dismiss the Prohibited Labor Practices Complaint. For
21 the reasons stated below, the Motion should be denied in its entirety and the Complaint permitted
22 to proceed to discovery and adjudication.

23 INTRODUCTION

24 1. This Opposition responds to Respondents' argument that (1) NSEA cannot be a proper
25 defendant because it is not the exclusive bargaining representative, and (2) the Complaint fails to
26 state a claim. Accepting all well-pleaded allegations as true and construing them in the light most
27 favorable to the Complainant, the Complaint alleges sufficient facts to state claims for breach of
28 OPPOSITION TO MOTION TO DISMISS COMPLAINT - 1

1 the statutory duty of fair representation and related prohibited practices under NRS Chapter 288.

2 Dismissal is premature because Respondents improperly ask the Board to resolve factual

3 disputes and weigh evidence that must be developed through discovery.

FACTUAL SUMMARY

6 2. Complainant was a long-time employee of Pershing County School District (PCSD):
7 hired in 2003, taught 2008–2011, then served as Finance Director from 2011 until retirement on
8 July 31, 2025. (Complaint ¶¶7–11; Exhibit 1.)

9 3. After retirement Complainant was rehired as a critical-needs teacher and placed on the
10 salary schedule at Class V, Step 20(2), effective September 2025, a placement that credited her
11 education, prior service to PCSD, and is consistent with PCSD’s past practice of crediting certain
12 non-teaching licensed service for step placement. (Complaint ¶12; Exhibits. 1, H.)

14 4. On August 18, 2025, PCCTA filed a grievance challenging Complainant’s salary-step
15 placement, and that of two other critical-needs hires. The grievance alleged the placements
16 exceeded appropriate steps because they reflected unverified prior teaching experience and
17 violated Article XI of the collective bargaining agreement. (Complaint ¶13; Exhibit A.) Nowhere
18 does Article XI of the Master Agreement state or require that years credited for step placement
19 must be limited solely to “verified prior teaching experience”; Article XI instead defines
20 placement by education and prior service without restricting credit to only prior verified
21 classroom teaching.

24 5. PCSD Superintendent Dennis Holmes investigated and issued a written denial of the
25 grievance on September 15, 2025, finding no violation of Article XI. (Complaint ¶15; Exhibit
26 B.)

6. On September 23, 2025, NSEA UniServ Director Kristin Prostinak emailed PCSD Board President James Evans notifying him that, on behalf of PCCTA, she was submitting the grievance to the Board (Level III). (Complaint ¶16; Exhibit C.)

7. A special Board meeting was held October 7, 2025. PCCTA President Shelly Nee and NSEA UniServ Director Prostinak presented the grievance to the Board. The Board issued a written decision on October 8, 2025 denying the grievance finding no violation of Article XI of the Collective Bargaining Agreement. (Complaint ¶¶17-20; Exhibits D, E.)

8. Despite the Board's written denial, NSEA submitted an arbitration request and the grievance was advanced toward arbitration. (Complaint ¶21; Exhibit F.)

9. On November 17, 2025, PCCTA and PCSD entered into a settlement agreement withdrawing the grievance and creating a prospective working group to recommend policy going forward; the settlement expressly stated it would be prospective only and not affect prior placements. (Exhibit G.)

10. Complainant alleges PCCTA selectively targeted her placement while not challenging placements for similarly situated employees, including retired Testing Director Sandy Condie rehired as a teacher in 2024–25, and that personal animus by PCCTA leadership and NSEA’s failure to investigate the district’s longstanding practice contributed to arbitrary, discriminatory, and bad-faith action. (Complaint ¶¶3–7; Exhibit H.)

LEGAL STANDARD

11. For purposes of a motion to dismiss, the Board must accept all well-pleaded factual allegations in the Complaint as true and construe them in the light most favorable to the Complainant. Dismissal is appropriate only if it appears beyond doubt that the Complainant can

1 prove no set of facts that would entitle her to relief. (See *Buzz Stew, LLC v. City of N. Las*
2 *Vegas*, 124 Nev. Adv. Rep. 21, 181 P.3d 670 (2008).)

3 **ARGUMENT**

4 **I. The Complaint States a Claim for Breach of the Duty of Fair Representation.**

5 12. Under Nevada law, an employee organization that is the exclusive bargaining
6 representative owes a statutory duty of fair representation to members of the bargaining unit.
7 That duty is violated when the representative's conduct is arbitrary, discriminatory, or in bad
8 faith. See *Rosequist v. Int'l Ass'n of Fire Fighters, Local 1908*, 118 Nev. 444, 49 P.3d 445
9 (2002); *Weiner v. Beatty*, 121 Nev. 243, 111 P.3d 1029 (2005); see also *Air Line Pilots Ass'n*,
10 *Int'l v. O'Neill*, 499 U.S. 65 (1991).

11 **A. Arbitrary and Discriminatory Conduct**

12 13. The Complaint alleges that PCCTA selectively challenged Complainant's placement
13 while not contesting placements of similarly situated retirees and other licensed staff (e.g., Sandy
14 Condie). Selective enforcement of the grievance process against an individual member while
15 ignoring comparators supports a claim of discrimination or arbitrary action when accompanied
16 by facts suggesting unequal treatment. The Complaint names comparators and refers to district
17 past practice (Complaint ¶¶3, 6–7; Exhibit H), which is sufficient at the pleading stage to allege
18 discriminatory/selective enforcement. See *Lockridge v. Amalgamated Ass'n of St., Elec. Ry. &*
19 *Motor Coach Emps.*, 403 U.S. 274, 299–301 (1971); *Cone v. Nev. Serv. Employees Union*, 116
20 *Nev.* 473, 996 P.2d 1192 (2000).

21 **B. Bad Faith and Ulterior Motive**

22 14. The Complaint alleges facts supporting a claim of bad faith, including:

23 (a) written findings from both the Superintendent and Board that no contractual violation
24 occurred (Exhibits B, E);

1 (b) NSEA's escalation of the grievance to arbitration despite those written findings
2 (Exhibit F);
3 (c) allegations that PCCTA President Shelly Nee had prior interactions with Complainant
4 during Complainant's tenure as Finance Director that provide a non merit-based motive
5 for targeting (Complaint ¶5); and
6 (d) recent information that Ms. Nee initiated a conversation at her family Thanksgiving
7 gathering with a relative of Complainant's children, speaking negatively about
8 Complainant and referencing the pending EMRB complaint. While Complainant does not
9 wish to involve family members, this conduct demonstrates a continuing pattern of
10 hostility and supports the allegation that the grievance was advanced in bad faith and with
11 improper motive. Complainant is prepared to subpoena the witness if necessary to
12 establish motive, bias, or animus.

13 Allegations that the state affiliate, NSEA, advanced the grievance without adequate
14 investigation and for institutional reasons are sufficient to allege misuse of representational
15 authority and bad faith at this stage. See *Humphrey v. Moore*, 375 U.S. 335, 348 (1964);
16 *Amalgamated Ass'n v. Lockridge*, 403 U.S. 274 (1971).

17 II. The Complaint Adequately Alleges NSEA's Involvement

18 15. Respondents argue NSEA is not a proper party because it is not the exclusive bargaining
19 representative. That argument fails at the pleading stage because the Complaint alleges specific
20 facts showing NSEA, through its UniServ Director, actively participated in the grievance process
21 (Exhibits. C, F). *Bybee v. White Pine Cty. Sch. Dist.*, EMRB Item No. 724B (2011), is
22 instructive but does not require dismissal where the state affiliate has acted beyond advisory
23 roles. If discovery shows NSEA assumed the mantle of the bargaining agent or acted jointly with
24 PCCTA in processing and advancing the grievance, NSEA may be liable. The Complaint alleges
25 facts that, if proven, would support NSEA's liability. See *Bybee*; see also *Chauffeurs, Teamsters*
26 & *Helpers, Local No. 391 v. Terry*, 494 U.S. 558, 563 (1990).

27 III. Complainant Alleges Cognizable Injury and Seeks Proper Relief.

28 Respondents contend Complainant suffered no injury because her salary was not reduced and the
grievance was withdrawn. But a duty of fair representation claim does not require a monetary
OPPOSITION TO MOTION TO DISMISS COMPLAINT - 5

1 reduction at the pleading stage. The Complaint alleges concrete harms: reputational injury,
2 emotional distress, time and expense, risk of recoupment, and the burden and expense of
3 potential arbitration. The ongoing targeting and public discussion of Complainant's EMRB
4 complaint has also placed Complainant and her family in an uncomfortable position, creating
5 additional emotional distress. These allegations state cognizable injury sufficient to survive a
6 motion to dismiss and to support equitable relief under NRS 288.625.

7

8 **IV. Respondents Ask the Board to Resolve Factual Disputes Prematurely**

9

10 17. Respondents' Motion to Dismiss improperly asks the Board to weigh evidence and
11 resolve disputed facts (e.g., whether the district's practice justified the placements; whether
12 NSEA's role was merely advisory; whether Complainant was similarly situated to other rehired
13 employees). Those are factual issues for discovery and adjudication, not resolution on a motion
14 to dismiss. See *Buzz Stew*, 124 Nev. at 228–29, 181 P.3d at 672 (2008); *Air Line Pilots Ass'n v.*
15 *O'Neill*, 499 U.S. at 67.

16

17 **V. Pleading Defects Identified by Respondents Can Be Addressed Through Discovery, Not**
18 **Dismissal**

19

20 18. If the Board has concerns about particular factual allegations, for example, the specifics
21 of NSEA's role, the appropriate remedy is to allow targeted discovery, including subpoenas for
22 PCSD HR/payroll records, grievance files, UniServ communications, and PCCTA internal notes,
23 including Ms. Nee's Thanksgiving conversation, not dismissal. The Complaint identifies
24 multiple documents and communications (Exhibits A–H) and specific comparators; complainant
25 believes discovery is likely to confirm these allegations.

26

27 **CONCLUSION AND RELIEF REQUESTED**

19. For the foregoing reasons, Complainant respectfully requests the Board deny Respondents' Motion to Dismiss in its entirety and allow the Complaint to proceed to discovery and adjudication.

20. Specifically, Complainant requests the following relief:

a. An order denying Respondents' Motion to Dismiss and allowing the Complaint to proceed; and

b. Leave to conduct discovery, including but not limited to production of all documents and communications related to the grievance (grievance file, emails, notes, arbitration request, internal PCCTA and NSEA communications regarding Complainant and similarly situated employees), PCSD HR/Payroll records and depositions or sworn statements as appropriate; and

c. If the Board determines that any portion of the Complaint is deficient, Complainant respectfully requests that the Board dismiss such portion without prejudice and grant Complainant leave to file a short-amended complaint curing the specific deficiencies identified by the Board; and

c. Any other relief the Board deems just and proper.

DECLARATION OF COMPLAINANT

I, Lisa M. Clark, declare under penalty of perjury under the laws of the State of Nevada that I am the Complainant in this action; that I have read the foregoing Opposition and know the contents thereof; and that the facts stated herein are true and correct to the best of my knowledge, information and belief.

Executed this 1st day of December, 2025, at Lovelock, Nevada.

Lisa Clark
LISA CLARK, COMPLAINANT, PRO SE

CERTIFICATE OF MAIL SERVICE

I HEREBY CERTIFY that on this 15th day of December, 2025, a true and correct copy of the within Opposition to Motion to Dismiss Complaint was sent via electronic mail and was deposited via USPS Mail, postage prepaid, to the following Parties:

Thomas J. Donaldson, Esq.
Nevada State Bar No 5283
Dyer Lawrence, LLP
1817 N. Stewart St., Ste 35
Carson City, NV 89706
tdonaldson@dyerlawrence.com

Lisa Clark
Lisa Clark, Complainant

EXHIBITS

Exhibit A: August 18, 2025 PCCTA Grievance

Exhibit B: September 15, 2025 Supt Holmes Written Response

Exhibit C: September 23, 2025 UniServ Email

Exhibit D: October 7, 2025 Board Meeting Agenda

Exhibit E: October 8, 2025 PCSD Board Written Decision

Exhibit F: NSEA Arbitration Request

Exhibit G: 2025-2027 Settlement Agreement between PCSD & PCCTA

Exhibit H: List of Past Licensed Staff in "Non-Teaching" Positions

Pershing County Classroom Teachers Association/
Pershing County School District

Complaint by the Aggrieved

Date: August 18, 2025
Aggrieved: Pershing County Classroom Teachers Association
Address: PO Box 671
Lovelock, Nevada 89419

Administrator: Superintendent Dennis Holmes

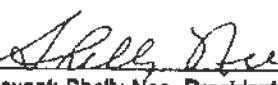
Statement of Grievance

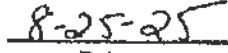
On August 18, 2025, the Pershing County Classroom Teachers Association became aware that Lisa Clark, Kelly Lusardi Rider, and Shauna Bake had all been placed on the salary schedule at levels exceeding their appropriate placement. According to district policy, when a teacher is hired, they are to be placed on the salary step schedule based on their educational attainment and verified years of prior teaching experience.

These actions constitute violation of Article XI of the Negotiated Agreement between PCCTA and PCSD. All rights are reserved to include without limitation any and all other applicable articles, policies, rules, regulations, and statutes that are deemed relevant to this agreement; the Association has the right to amend this grievance.

Action Requested

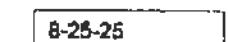
1. Immediately cease all violations of the Agreement.
2. Correct the salary placement of all teachers to their appropriate steps on the salary schedule.
3. Recover and return any funds paid as a result of the improper placements to the district, to be reserved for collective bargaining purposes.
4. Adopt and implement clear policies establishing guardrails on critical needs hiring to prevent future contract violations and ensure consistent application.
5. Any and all other remedy necessary to make the grievant whole.


Grievant: Shelly Nee, President, PCCTA


8-25-25

Date


Representative: Kristin Prostnak, UniServ Director


8-25-25

Date



PERSHING COUNTY SCHOOL DISTRICT

Dennis Holmes, Superintendent of Schools
Jonathan C. Reynolds, Principal, Pershing County High School
Shea B. Murphy, Principal, Pershing County Middle School
William Hervey, Principal, Lovelock/Imlay Elementary Schools

Subject: Response to Grievance Dated August 18, 2025

This letter serves as the District's formal response to the grievance submitted by the Pershing County Classroom Teachers Association (PCCTA) regarding the salary placement of Lisa Clark, Kelly Lusardi Rider, and Shauna Bake.

After a thorough review of the grievance, including all claims and requested actions, the District denies the grievance and the actions requested therein for the following reasons:

1. **Compliance with Nevada Revised Statutes, Policy, and Collective Bargaining Agreement**
The salary placement for the individuals named in the grievance was made in accordance with applicable Nevada Revised Statutes, District policies, procedures, and the terms outlined in the Negotiated Agreement. The District maintains that all hiring, and placement decisions were made based on verified credentials, documented experience, and legitimate operational needs.
2. **No Violation of Article XI**
The District does not agree that Article XI of the Negotiated Agreement has been violated. The provisions of that Article were interpreted and applied in a manner consistent with past practice and the operational discretion afforded to the District, particularly in matters concerning recruitment and retention of qualified personnel.
3. **No Basis for Requested Remedies**
The actions requested by the Association – particularly the correction of salary placements, recovery of salary funds already paid, and the implementation of new hiring guardrails – are not warranted based on the facts presented. The individuals in question were placed in good faith and in accordance with District needs and established parameters.
4. **Reservation of Rights**
The District reserves all rights and defenses under the Negotiated Agreement, Board policy, and applicable law. Nothing in this response shall be construed as a waiver of those rights or an admission of any wrongdoing.

Accordingly, the District declines to take the actions requested by the Association in its grievance dated August 18, 2025.

Sincerely,

Dennis Holmes
9/5/2025

4926-8220-7847, v.1
P.O. BOX 389 LOVELOCK, NV 89419-0389 (775) 273-7818 FAX: (775) 273-2668
District Website: www.pcsd.com

EXHIBIT B
PCSD Supt Holmes Written
Response – September 15, 2025

From: "ProstInak, Kristin" <kristin.prostInak@nsea-nv.org>
Date: September 23, 2025 at 10:52:19 AM PDT
To: jevans@pcsdnv.com
Cc: Shelly Nee <snee@pcsdnv.com>
Subject: PCCTA Grievance Level 3

James,

I am a UniServ Director for the Nevada State Education Association and the representative for PCCTA. I am filing a Grievance on behalf of PCCTA. The Grievance was not resolved at Level Two, I am submitting the unresolved Grievance to the Board.

~Kristin ProstInak
(She, Her, Hers)
NSEA UniServ Director
M.Ed. Special Education

Nevada State Education Association nsea-nv.org
Office: (775)828-6732, Ext. 3021
kristin.prostInak@nsea-nv.org

Exhibit C:

September 23, 2025
UniServ Email



Pershing County School District

Pershing County School District Board of Trustees Special Meeting

Special Meeting

Date and Time

Tuesday October 7, 2025 at 4:30 PM PDT

Location

1150 Elmhurst Ave
Lovelock, NV 89419

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
A. Record Attendance			
B. Call the Meeting to Order			
II. Public Comment			
This time provides an opportunity for citizens to address the Board on any matter not listed on the agenda. In accordance with Nevada Revised Statutes (NRS) Chapter 241 (Open Meeting Law), items raised during public comment cannot be discussed, deliberated, or acted upon unless they have been raised during public comment.			
Exhibit D: October 7, 2025 Board Meeting Agenda			

Purpose	Presenter	Time
limited to three (3) minutes per person and/or five (5) minutes for a spokesperson representing a group.		
Comments should be directed to the Board as a whole. The Board/Committee imposes reasonable, content-neutral restrictions on public comment, and remarks that are irrelevant, repetitious, slanderous, offensive, obscene, inflammatory, irrational, willfully disruptive, intimidating, or constituting personal attacks will not be permitted.		

III. Grievance Hearing- Discussion and Possible Action

A. Level III Grievance- Pershing County Classroom Teachers Association

Review and Discussion of Grievance Concerning Salary Placement of Three Teachers

IV. Public Comment

This time provides an opportunity for citizens to address the Board on any matter not listed on the agenda. In accordance with Nevada Revised Statutes (NRS) Chapter 241 (Open Meeting Law), items raised during public comment cannot be discussed, deliberated, or acted upon unless they have been properly noticed on the agenda. Public comment is limited to three (3) minutes per person and/or five (5) minutes for a spokesperson representing a group.

Comments should be directed to the Board as a whole. The Board/Committee imposes reasonable, content-neutral restrictions on public comment, and remarks that are irrelevant, repetitious, slanderous, offensive, obscene, inflammatory, irrational, willfully disruptive, intimidating, or constituting personal attacks will not be permitted.

V. Closing Items

A. Adjourn Meeting

Vote

THE BOARD OF SCHOOL TRUSTEES RESERVES THE RIGHT TO REVISE THE ORDER OF CONSIDERATION OF THE AGENDA ITEMS. "ACTION" ITEMS DENOTE THOSE, WHICH MAY REQUIRE FORMAL DECISIONS BY THE BOARD OF SCHOOL TRUSTEES. MEMBERS OF THE PUBLIC WHO ARE DISABLED AND REQUIRE SPECIAL ACCOMMODATIONS OR ASSISTANCE AT THE MEETING ARE REQUESTED TO NOTIFY SUPERINTENDENT DENNIS HOLMES IN WRITING AT P.O. BOX 389, 1150 ELMHURST AVENUE, LOVELOCK, NEVADA 89419, OR BY CALLING AT 775-273-7819 PRIOR TO THE MEETING DATE.

The support materials to this agenda are available by contacting Jorden McKinney, Board Secretary, at the Pershing County School District Office, 1150 Elmhurst Avenue, Lovelock, Nevada 89419 (775) 273-7819

**BOARD OF TRUSTEES – FORMAL STATEMENT OF RESPONSE TO GRIEVANCE
FILED AUGUST 18, 2025**

To: Shelly Nee, President, Pershing County Classroom Teachers Association
From: Board of Trustees, Pershing County School District (PCSD)
Date: October 8, 2025
Re: Response to Grievance Regarding Teacher Salary Schedule Placement

The Board of Trustees has reviewed the grievance submitted by the Pershing County Classroom Teachers Association (PCCTA) on August 18, 2025, concerning the salary schedule placement of employees Lisa Clark, Kelly Luserdi Rider, and Shauna Bake. After careful consideration of the facts presented, internal investigation, and consultation with relevant district leadership and legal counsel, the Board issues the following formal response:

Denial of Grievance

The Board of Trustees respectfully denies the grievance in its entirety. The salary schedule placements of the individuals identified were made in compliance with applicable district policies, administrative procedures, and in accordance with provisions allowable under the Negotiated Agreement between PCCTA and PCSD.

Key findings include:

- 1. Discretionary Placement in Critical Need Situations:**
The district retains discretion, within negotiated parameters and existing policy, to place teachers at levels necessary to meet recruitment goals for hard-to-fill positions or to address critical instructional needs. Each placement cited was reviewed and determined to fall within such discretion, considering the district's compelling need to attract qualified candidates in a competitive hiring environment.
- 2. No Violation of Article XI or Related Provisions:**
The Board has found no evidence that the provisions of Article XI or any other contractual or statutory obligations were violated in the hiring or placement process. All actions taken were made in good faith and with the intent to support student learning and maintain program integrity.
- 3. No Grounds for Monetary Recovery or Policy Change Mandates:**
The requested actions for monetary recovery and policy overhaul are not warranted based on the current record. The Board will, however, continue to review hiring practices to ensure clarity, transparency, and fairness going forward, in collaboration with the Association where appropriate.

Conclusion

While we appreciate the Association's diligence in protecting contractual rights and advocating for consistency in salary placement, the circumstances surrounding this grievance do not support the requested remedies. The Board remains committed to working collaboratively with PCCTA

Exhibit E:
October 8, 2025
PCSD Board Written Decision

to ensure both compliance with the Negotiated Agreement and the educational success of our students.

This matter is therefore considered closed unless additional, materially new information is presented that would warrant reconsideration.

Respectfully,

James Evans
President, Board of Trustees
Pershing County School District



Lisa Clark <lisa.clark@pcsdnv.com>

Status of Grievance Arbitration?

Dennis Holmes <dholmes@pcsdnv.com>
 To: Lisa Clark <lisa.clark@pcsdnv.com>
 CC: Shauna Baker <sbaker@pcsdnv.com> Kelly Reider <kreider@pcsdnv.com>

Hi Lisa, Shauna and Kelly:

This is all that I have received. My response was:

Hi,

Dennis Holmes <dholmes@pcsdnv.com>
 to Kristin
 Hi Kristin
 Joel Locke will be representing Pershing County School District
 Dennis

Since this email, neither Joel nor I have received any correspondence.
 I welcome any assistance.
 Dennis

Prostelnik, Kristin
 kmelevans@pcsdnv.com, Shelly
 Superintendent Holmes,

The PCCTA Grievance was not resolved at Level Three, I am submitting the unresolved Grievance for Level 4 Arbitration. Our lawyers will be reaching out to you soon.



-Kristin Prostelnik

(She, Her, Hers)

NSEA UniServ Director

M.Ed. Special Education

Nevada State Education Association nsea-nv.org

Office: (775)828-6732, Ext. 3021

kristin.prostelnik@nsea-nv.org

(Quoted text hidden)

Exhibit F: NSEA Arbitration Request

SETTLEMENT AGREEMENT

This "Agreement" is made between the Pershing County Classroom Teachers Association ("PCCTA" or the "Association") and the Pershing County School District ("PCSD" or the "District"). PCCTA and PCSD may be referred to herein as a "Party" and are referred to collectively herein as the "Parties."

WHEREAS, PCCTA is an "employee organization," as that term is defined in NRS 288.040;

WHEREAS, the District is a "local government employer," as that term is defined in NRS 288.060;

WHEREAS, PCCTA and PCSD are parties to the Master Agreement between PCSD and PCCTA, negotiated pursuant to NRS 288.150—the "Master Agreement";

WHEREAS, pursuant to NRS 288.160, PCSD has recognized PCCTA as the exclusive "bargaining agent," as that term is defined in NRS 288.133, of the "bargaining unit," as that term is defined in NRS 288.134, comprised of all PCSD "teachers," as defined in Art. 1-2 of the Master Agreement;

WHEREAS, Lisa Clark, Kelly Lusardi Rider and Shauna Bake are currently employed by PCSD and are within the bargaining unit represented by PCCTA, i.e., the "PCCTA Unit";

WHEREAS, Lisa Clark, Kelly Lusardi Rider and Shauna Bake are retired and draw benefits from Nevada's Public Employee Retirement System, but each was subsequently rehired by PCSD as a critical needs hire ("CNH") pursuant to NRS 286.523—the "CNH Rehires";

WHEREAS, prior to their current PCSD employment, the CNH Rehires had previous employment with the District in various roles;

WHEREAS, upon their rehiring, PCSD placed the CNH Rehires on the salary schedule set forth in Art. XI of the Master Agreement, and such placement accounted for the CNH Rehires education and prior service to the District;

WHEREAS, on August 25, 2025, PCCTA filed a grievance alleging that PCSD violated Art. XI of the Master Agreement based on the placement of the CNH Rehires on the Master Agreement's salary schedule (the "Grievance");

WHEREAS, in the "Action Requested" portion of the Grievance, PCCTA requested that the salary of CNH Rehires should be adjusted downward and that any "overpayment" based on the current salary placement should be recouped;

WHEREAS, on September 15, 2025, PCSD denied the Grievance at Level Two of the grievance process, and PCCTA thereafter moved the Grievance to Level Three, wherein the

Grievance was heard by the PCSD Board of School Trustees ("Board") at a duly noticed and regularly conducted special meeting on October 7, 2025;

WHEREAS, the Board voted to deny the Grievance at the special meeting and notified PCCTA of the denial in writing on October 8, 2025;

WHEREAS, PCCTA thereafter moved the Grievance to Level Four—Arbitration;

WHEREAS, at the special PCSD Board meeting on October 7th, the CNH Rehires and others addressed the Board and expressed serious concerns regarding the Grievance and advocated that the Board deny the Grievance and that PCCTA should not pursue the Grievance further;

WHEREAS, PCCTA has conferred internally regarding the concerns expressed by the CNH Rehires and others regarding the Grievance, it has reassessed the Grievance in light of its organizational values and objectives, and it wishes to resolve the Grievance by way of settlement with PCSD; and

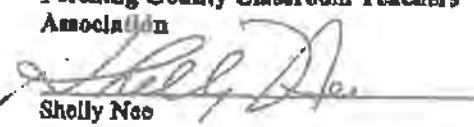
WHEREAS, both PCSD and PCCTA wish to continue forward in a respectful, cooperative and harmonious manner, and the Parties wish to resolve this matter without the expense and uncertainty of arbitration.

NOW, THEREFORE, the Parties agree as follows:

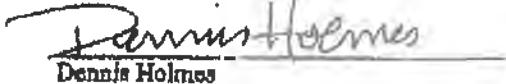
1. PCCTA will withdraw the Grievance and the demand for arbitration effective immediately, and the Grievance and arbitration demand will be deemed withdrawn upon full execution of this Agreement.
2. PCSD and PCCTA will form a working group (or other structure for PCSD to receive input from PCCTA) to develop a policy to recommend to the Board regarding:
 - a. the *prospective* placement of new hires and CNH hires or rehires on the teacher salary schedule; and,
 - b. what counts as "previous teaching service" for such placement, to the extent an answer to that question is not already provided by NRS 391.167 and/or PCSD wishes to enhance a teacher's placement on the salary schedule as a recruitment tool; but,
 - c. the policy recommendation be prospective only and will have no effect on the CNH Rehires, as defined in this Agreement, or any other CNH hire or rehire made by the District prior to the enactment of any policy by the Board, should it choose to do so.

3. This Agreement constitutes the entire agreement among the Parties. Items not referenced herein are not part of this Agreement and not enforceable. This Agreement may only be modified by an amendment hereto or subsequent agreement of the Parties, either of which must be written and signed by all Parties.
4. This Agreement is governed by the laws of the State of Nevada and jurisdiction and venue for any dispute regarding the Agreement is in Nevada.
5. Should any Party be required to bring an action to enforce the Agreement, the prevailing Party may recover attorney fees and costs.
6. This Agreement is effective the date of the last signature hereon.

Pershing County Classroom Teachers
Association


Shelly Neo
President

Pershing County School District


Dennis Holmes
Superintendent

11-17-2025
Date

11-17-2025
Date

**List of Known Past PCSD Licensed Staff
Serving in Non-Teaching Positions that Were Initially Placed on the PCCTA Salary
Schedule for Non-Teaching Service and/or Earned Step Credits for Years Serving in Non-
Teaching Jobs**

Sandy Condie – 1) 2025-26 Critical Needs Retiree (CNR) hired as Testing Director – Given credit for all prior service and NOT named in Grievance; and 2) 2024-25 Critical Needs Retiree hired in hard-to-fill position, given prior experience credit for time as a Reading Coach & Testing Director, both are non-teaching roles.

Shauna Bake - 1) 2025-26 Critical Needs Retiree hire NAMED in current Grievance despite being given credit for non-teaching roles as CNR in 2024-25 school year; and 2) 2024-25 Critical Needs Retiree given prior experience credit for time as a MTSS Coordinator which was a non-teaching role.

Shea Murphy - Reading Coach continued to accrue experience credit on PCCTA salary schedule while in a non-teaching role.

Anne Mitchell - Reading Coach continued to accrue experience credit on PCCTA salary schedule while in a non-teaching role.

Deborah Pontius - School Nurse placed on PCCTA salary schedule - no prior teaching experience, not a member of PCCTA.

Tera Maita - School Nurse placed higher than Step I on PCCTA salary schedule with no prior teaching experience.

Christina Dickerman - School nurse placed higher than Step I on PCCTA salary schedule with no prior teaching experience, position allowed to be member of PCCTA (2025).

Jazmin Martinez - PAES Lab Coordinator - placed higher than Step I on PCCTA salary schedule with no prior teaching experience & without teaching license.

Matt Schottel - School Counselor - No prior teaching experience, yet continues to accrue experience credit on PCCTA salary schedule.

Nancy Meissner - School Counselor - No prior or current teaching experience, yet continues to accrue experience credit on PCCTA salary schedule.

Donna Seager - School Counselor - Not sure about her placement or prior experience.

Cindy Plummer - Continued to accrue experience credit on the PCCTA salary schedule after taking on non-teaching (RPDP) role.

**EXHIBIT H
List of Past Licensed Staff in
“Non-Teaching” Positions**

PCCTA (Respondent)

Reply to Opposition to Motion to Dismiss Complaint

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FILED
December 15, 2025
State of Nevada
E.M.R.B.
10:07 a.m.

Thomas J. Donaldson, Esq.
Nevada State Bar No. 5283
Dyer Lawrence, LLP
1817 N. Stewart St., Ste. 35
Carson City, NV 89706
(775) 885-1896 telephone
tdonaldson@dyerlawrence.com

Attorneys for Respondents

BEFORE THE STATE OF NEVADA GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD

LISA CLARK,

Complainant,

vs.

PERSHING COUNTY CLASSROOM
TEACHERS ASSOCIATION and
NEVADA STATE EDUCATION
ASSOCIATION,

Respondents.

Case No. 2025-023

REPLY TO OPPOSITION TO MOTION TO DISMISS COMPLAINT

COME NOW Respondents, PERSHING COUNTY CLASSROOM TEACHERS ASSOCIATION ("PCCTA") and NEVADA STATE EDUCATION ASSOCIATION ("NSEA"), (collectively "Respondents"), by and through their legal counsel Dyer Lawrence, LLP, and Thomas J. Donaldson, Esq., and hereby reply to the Opposition to Motion to Dismiss Complaint ("Opposition") filed herein by Complainant. This Reply is made pursuant to NAC 288.240 and NAC 288.375 and the following memorandum of points and authorities and the pleadings and papers on file herein with the Nevada Employee-Management Relations Board ("Board" or "EMRB") in the above-captioned matter.

Memorandum of Points and Authorities

Based upon the Complaint and the Opposition, Respondents' Motion to Dismiss Complaint ("Motion") should be granted. As set forth in the Motion, no probable cause exists for the Complaint because it fails to allege a cause of action against Respondents, fails to assert any credible damage to Complainant, a Critical Needs Hire ("CNH") pursuant to NRS 286.523, that is capable

1 of being remedied by the Board and is completely moot in light of the Settlement Agreement dated
2 November 17, 2025, executed and implemented by PCCTA and the Pershing County School District
3 (“PCSD” or “District”), providing for the withdrawal of the grievance underlying the Complaint and
4 the establishment of a working group to develop a policy regarding “the prospective placement of
5 new hires and CNH hires or rehires on the teacher salary schedule,” which specifically “will have
6 no effect on the CNH Rehires,” including Complainant. Motion, pp. 4-8, Exhibits 2 and 3.

7 The essence of the Complaint is based upon Respondents’ alleged violation of the duty of
8 fair representation for filing and advancing a grievance challenging the District’s placement of
9 Complainant and two (2) other CNH Rehires on the teachers salary schedule set forth in Article XI
10 of the Master Agreement (“Agreement”) between the PCSD and PCCTA “at levels exceeding their
11 appropriate placement . . . based on their educational attainment and verified years of prior teaching
12 experience.” Complaint pp. 4-5; Motion, Exhibit 2. Clearly, Complainant’s claims are suspect
13 given that the other two (2) similarly-situated CNH Rehires who were named in the grievance are
14 **not parties to the Complaint**. However, as set forth fully in Respondents’ Motion, NSEA owes
15 no duty of fair representation to Complainant and PCCTA did not breach any duty owed to
16 Complainant. Motion, pp. 4-7. Indeed, even the District’s Board of Trustees “appreciate[d] the
17 [PCCTA]’s diligence in protecting contractual rights and advocating for consistency in salary
18 placement.” Opposition, Exhibit E.

19 The Opposition asserts, “Complainant Alleges Cognizable Injury and Seeks Proper Relief.”
20 Opposition, p. 5 at line approximately 25. Then, without any legal authority whatsoever,
21 Complainant contends, “a duty of fair representation claim does not require a monetary reduction
22 at the pleading stage.” *Id.* at pp. 5-6. Complainant further claims:

23 The Complaint alleges concrete harms: reputational injury, emotional distress, time
24 and expense, risk of recoupment, and the burden and expense of potential arbitration.
25 The ongoing targeting and public discussion of Complainant’s EMRB complaint has
26 also placed Complainant and her family in an uncomfortable position, creating
27 additional emotional distress. These allegations state cognizable injury sufficient to
28 survive a motion to dismiss and to support equitable relief under NRS 288.625.

27 *Id.* at p. 6 lines 1-7. Not only are all of these “harms” **not alleged in the Complaint**, but they
28 certainly are **not “concrete!”**

1 The Board may hear and determine any complaint arising out of the interpretation of, or
2 performance under, the provisions of NRS Chapter 288 by any local government employee or any
3 labor organization. NRS 288.110(2). Taking Complainant's fictitious "harms" individually, the
4 EMRB has no jurisdiction under NRS Chapter 288 over "reputational injury," *i.e.*, defamation
5 claims. Similarly, the Board is without legal authority to compensate Complainant for her alleged
6 "emotional distress," which typically is sought through a personal injury action. Complainant is not
7 an attorney, so she is not entitled to any recovery for her "time and expense." *See* NRS 288.110(6).
8 Undisputedly, Complainant will not incur any "burden and expense of potential arbitration" since
9 the underlying grievance and demand for arbitration have been withdrawn by PCCTA pursuant to
10 the Settlement Agreement. Motion, Exhibit 3, p. 2.

11 Further, Complainant seems to be regretting filing her Complaint, which is now a public
12 record in a public forum, and improperly wants the EMRB to compensate her and her family for the
13 "uncomfortable position" that Complainant created. Finally, Complainant's attempted reliance upon
14 NRS 288.625 is completely misplaced and inappropriate since NRS 288.400 through NRS 288.630
15 apply to the State Executive Department, State employees and State labor organization, **not** local
16 government employers, local government employees and employee organizations, such as PCSD,
17 Complainant and PCCTA.

18 Lastly, the Complaint is now completely moot in light of the Settlement Agreement dated
19 November 17, 2025, between PCCTA and the District. The Settlement Agreement provides for the
20 immediate withdrawal of the underlying grievance and the demand for arbitration. Motion,
21 Exhibits 2 and 3. Of course, the Complaint seeks withdrawal of the grievance and dismissal of the
22 arbitration, which was deemed to have occurred upon execution of the Settlement Agreement on
23 November 17, 2025. Further, the Settlement Agreement specifies the establishment of a working
24 group to develop a policy regarding "the prospective placement of new hires and CNH hires or
25 rehires on the teacher salary schedule," which specifically "will have no effect on the CNH Rehires,"
26 including Complainant. Motion, Exhibit 3, p. 2. Thus, **Complainant's placement on the salary**
27 **schedule will not be changed and her salary will not be reduced.**

28 ///

Conclusion

The Complaint in this matter is frivolous and a complete waste of time and the EMRB's resources. PCCTA has a statutory duty as the exclusive bargaining agent of PCSD's teachers pursuant to NRS 288.160 to protect and to enforce its Master Agreement with PCSD. PCCTA filed a grievance in good faith that involved the salary schedule placement of three (3) CNH rehires, including Complainant. Clearly, the other two (2) CNH rehires have no problem with the conduct of PCCTA (or NSEA, which owes no duty of fair representation) since they are not parties to the Complaint. Even the District's Board of Trustees commended PCCTA for its "diligence in protecting contractual rights and advocating for consistency in salary placement." Opposition, Exhibit E. Thus, as set forth in the Motion, the Complaint fails to state a claim and must be dismissed in accordance with NAC 288.375.

Further, Complainant has not and, now, cannot assert any damage resulting from the allegations in her Complaint. Defamation and personal injury actions do not fall under the jurisdiction of the EMRB in NRS Chapter 288. Complainant's "time and expense" is not compensable since she is not an attorney. There certainly is no "risk of recoupment" or "burden and expense of potential arbitration" since the underlying grievance and arbitration demand have been withdrawn by PCCTA in accordance with the Settlement Agreement with PCSD. Motion, Exhibit 3.

Finally, the Complaint is utterly moot in light of the Settlement Agreement between PCCTA and PCSD. The grievance and arbitration demand have been withdrawn, which Complainant requested in her Complaint, and the contemplated policy from the salary placement working group is specifically “prospective” and “will have no effect on the CNH Rehires” including Complainant.

Id. at p. 2.

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Bottom line, neither PCCTA nor NSEA breached any duty of fair representation owed to Complainant and, hence, committed any prohibited labor practice or violated NRS 288.270(2). Therefore, the allegations in the Complaint are without merit, and the Complaint must be dismissed.

RESPECTFULLY SUBMITTED this 12th day of December, 2025.

DYER LAWRENCE, LLP

By: Thomas J. Donaldson, Esq.
Nevada Bar No. 5283
1817 N. Stewart Street, Ste. 35
Carson City, Nevada 89706
(775) 885-1896 telephone
(775) 885-8728 facsimile
tdonaldson@dyerlawrence.com
Attorneys for Respondents

CERTIFICATE OF SERVICE

Pursuant to NAC 288.080(4), I certify that I am an employee of Dyer Lawrence, LLP, and that on this 15th day of December, 2025, I caused a true and correct copy of the within Reply to Opposition to Motion to Dismiss Complaint to be sent via electronic mail and deposited in the U.S. Mail, postage prepaid, addressed to each of the persons listed below.

Lisa Clark
P.O. Box 1072
Lovelock, NV 89419
run4fun1000@gmail.com

Kelly Gilbert
Kelly Gilbert