IN THE SUPREME COURT OF THE STATE OF NEVADA

WASHOE COUNTY SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA

Appellant,

vs.

CAIDYN EDLUND,

Respondent.

Supreme Court No. 83713
District Court Case No. CV19-02058

FILED
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JOINT APPENDIX
VOLUME 2

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AFFIRMATION PURSUANT TO NRS 239B.030: The undersigned does hereby affirm that the JOINT APPENDIX VOLUME 2 of 3 **DOES NOT** contain the social security number of any person.

DATED this 15th day of March, 2022.

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ARBITRATOR HARRIS: And didn't the parties tell the arbitrator that that decision is in the record?

MR. DONALDSON: The underlying arbitrator's award, yes.

ARBITRATOR HARRIS: And so that's already -- it's covered in the underlying arbitration. It's covered in the decision. Is this the findings about it?

MR. DONALDSON: I don't believe the arbitrator -- Unfortunately, he only issued a five-page decision with very little analysis, which is why his award was vacated. But I don't believe he addressed the disparate treatment argument.

ARBITRATOR HARRIS: What number is his --

MR. DONALDSON: G as in George.

ARBITRATOR HARRIS: Oh, it's in the Union's exhibits?

MR. DONALDSON: Yes.

ARBITRATOR HARRIS: All right. Okay.

MR. DONALDSON: That's fine. I think we've gone far enough on that one.

Q. (By Mr. Donaldson) Let's see. Exhibit C as in Charlie, are you aware that Mr. Sayer was also a concealed weapons holder, permit holder? Go to Exhibit C, page two, of that exhibit.

A. Yep. Yes, he was.

Q. You testified at the first arbitration exactly one year ago today on your termination; correct?

A. Yes.

Q. And if you go to Exhibit G as in George, is this the five-page award that Arbitrator Cross issued?

A. Yes, it is.

Q. And the award on the last page was that there was no just cause for your dismissal. The District may reprimand you for bringing a gun on district property. And you were reinstated without loss of seniority or approved benefits and full back pay?

A. Yes.

Q. Do you recall the District requesting information about your interim employment efforts?

A. Yes, I do.

Q. If you go to Exhibit 14. I believe I forwarded this request for information to you?

MS. DORAN: 14?

MR. DONALDSON: Oh, shoot. We flipped those around. 15.

MS. DORAN: Okay.

MR. DONALDSON: I forgot we put the stipulated facts in as 14.

Q. (By Mr. Donaldson) Do you recall seeing this

request for information from Mr. Spotts?

A. Yes.

Q. And in response, if you go to Exhibit 16, was this the information you provided in response to that RFI?

A. Yes, it is.

Q. Can you just walk us through these exhibits?

A. You want to go through the whole timeline?

Q. Just -- You don't need to reiterate it. But as far as the document -- I think the timeline speaks for itself. It's accurate; correct?

A. Yes, it is.

Q. If you go over, after the timeline, there's a letter dated May 17th, 2019, from the Northern Nevada Operating Engineers?

A. You have to go quite a ways down.

MS. DORAN: Keep going or is it the paragraph?

THE WITNESS: Down, down. I guess it's towards the --

MR. DONALDSON: It's after his timeline. Right there.

ARBITRATOR HARRIS: It's page four.

MR. DONALDSON: Yeah. I didn't number these.

THE WITNESS: Yes, that is correct.

Q. (By Mr. Donaldson) This was a position you

sought with OE3 I believe it was?

A. Yes.

Q. The next one, page five, Storey County Fire Protection District?

ARBITRATOR HARRIS: Well, that doesn't look like a position. That looks like he applied for entry or he took a test and successfully passed it and met the standards for entry in to the operating engineers apprenticeship program. That's what my book shows. Is that right?

THE WITNESS: Yes, that's right.

MR. DONALDSON: I'm sorry if I mischaracterized that.

Q. (By Mr. Donaldson) What's page five?

A. If it's this one?

Q. Storey County Fire Protection District.

A. Yeah. I applied for an intermittent wildland firefighter position that I was told had no experience necessary and then --

Q. Rejected you because you didn't --

A. Because I didn't have any experience.

Q. Page six.

A. This is a position for mental health tech, which I did an interview and they really liked me, but unfortunately we didn't make it through.

Q. Page seven?

A. This is a -- This is my receipt.

Q. What is REMSA?

A. REMSA is the regional medical authority, the regional paramedic EMT's. And I was attempting to gain employment as an EMT. And so I was going to be -- And I was actually accepted in to the program again.

Q. So alternate employment to teaching?

A. Yes.

Q. And then page eight I believe we're on. What is this e-mail?

A. This is part of the REMSA pre-check, student check, that you're required to obtain and pay for in order to gain employment.

Q. This was in November of 2018?

A. Yes.

Q. And page nine, it looks like a website page?

A. These are all the government positions that I have applied for starting, I think, in November of 2018.

Q. And do you know what verified under status means?

A. That I was -- I think verified means that I was -- I met all the initial qualifications required.

Q. And what does withdrawn mean?

A. I can't see very much.

Q. To the far right column.

A. Oh, that just says withdraw. That's actually if I wanted to withdraw my application. That's what that means. That was just an option that you can click.

Q. Okay. And then eligible in the middle column, do you know what that meant?

A. Again, I think it just means that I'm eligible with the initial requirements.

Q. And then, of course, denied, did not meet criteria or qualifications speaks for itself?

A. Yeah.

Q. Down below, under unread messages, there's a congratulations, a bunch of them, actually. You have been selected to join us for the Northern Nevada Correctional physical agility test. Is that with the Department of Corrections?

A. Yeah, that was. But I believe that was with the state Department of Corrections.

Q. In June of this last year, 2019?

A. Yeah, yes.

Q. Page ten we're on now. Another e-mail from Renown. What's Renown?

A. Renown is the local, one of the local hospital medical, they're like taking over, so I don't know what you

call them. Local hospitals.

Q. And it looks like they denied your application for employment in January of 2019?

A. Yes.

Q. Number 11, Wild Island. What's Wild Island?

A. Wild Island is our little local water park.

Q. Seasonally operational?

A. Yes.

Q. And it looks like you were a lifeguard part time?

A. I was.

Q. For how long?

A. From late June until early September of last summer, so '19.

Q. Page 12. A couple of checks from Nevada System of Higher Education, February of 2019?

A. Yes.

Q. What were those for?

A. I was teaching some adult education classes at TMCC, our community college.

Q. What about page 13, two more paychecks?

A. That is the Virginia City Highlands Property Association for which I've been doing part time intermittent road work.

Q. So that started in November of 2018?

A. It might have started slightly before that, but yes.

Q. Go over to page 14, more checks from the property owners association?

A. Uh-huh.

Q. That's a yes?

A. Yes. Sorry.

Q. Same with page 15?

A. Yes.

Q. What's page 16?

A. Page 16 looks like my 1040 for 2019.

Q. With wages and salaries as 6880?

A. It looks like it.

Q. Other income of 2500?

A. Yeah. That would be -- Yeah.

Q. And then all the way back to page 21, 2018 1040?

MS. DORAN: I'm getting there. Sorry.

MR. DONALDSON: That's all right.

THE WITNESS: Yep. That is my tax return from 2018.

Q. (By Mr. Donaldson) And, of course, that year, at least half of the year, you were employed by the Washoe County School District?

A. That is correct.

Q. So those are the wages, the 50,000, at the top of page 22?

A. That is correct.

MR. DONALDSON: That's all I have. Other than moving for admission of A through G.

ARBITRATOR HARRIS: Okay. Let's see what we have here. A is the forensic report on the -- must be on the --

MR. DONALDSON: Beano.

ARBITRATOR HARRIS: -- the capsules found in the gym bag in the car; is that right?

MR. DONALDSON: Yes.

ARBITRATOR HARRIS: All right. Any objection to the receipt of Exhibit A?

MR. SPOTTS: No objection to Exhibit A.

ARBITRATOR HARRIS: All right. Then A will be received. And may I assume that that was a report that was generated at the request of the District?

MR. SPOTTS: Yes. If you look at the top, it states it was requested by M. Szabo.

(The court reporter interrupts)

MR. SPOTTS: M. Szabo, S-z-a-b-o. Mark Szabo is a detective or was a detective at the time with the Washoe County School District police.

ARBITRATOR HARRIS: Thank you.

And then with respect to B, B is what? It looks leak a printout from a website.

MR. DONALDSON: It's the Reno Gazette-Journal article from February 4th, 2015, regarding AB 2, which was a bill to allow students to carry concealed weapons on campus, which the District was neutral on, by the way?

THE WITNESS: Non-students.

ARBITRATOR HARRIS: Is the District's neutrality with regard to that bill also mentioned in the article?

MR. DONALDSON: Yeah. Right there in the second paragraph.

ARBITRATOR HARRIS: Okay. Is there any objection to -- And, by the way, this most post-date -- Oh, no. This is 2015. Oh, this pre-dates the incident.

MR. SPOTTS: Yeah. The District objects on relevance. What position the District takes with regard to legislation is not relevant at this juncture. And the legislation that was at issue on -- still was subject to Administrative Regulation 4675, which was enacted in 2012.

MR. DONALDSON: And the District's position was -- Just kind of a tid-bit that I wasn't even aware of, the real meat and potatoes of this article is one about Mr. Sayer on page two for being prosecuted for having a gun in his car at Reed High School in Sparks about that same

time. And he was the one that was testifying in favor of the bill given what happened to him.

MR. SPOTTS: And the District objects on that with regard to counsel's argument that this was disparate treatment. Counsel does not have accurate facts as to the date of the incident with Mr. Sayer. And, in fact, the date of the incident with Mr. Sayer pre-dates the implementation of Administrative Regulation 4675, which is at issue in this case.

MR. DONALDSON: It's not a zero tolerance policy anyhow, so I don't see how they can still not make a disparate treatment.

If you look at Exhibit 4, the incident was after October of 2012, which is when the regulation was adopted.

MR. SPOTTS: Well, we have -- The District contends that the incident involving Mr. Sayer occurred on October 11, 2011, not as stated in this article. The article is not accurate.

MR. DONALDSON: So we're going to take your word for that?

MR. SPOTTS: Nope.

ARBITRATOR HARRIS: I think this is pretty far afield. But I'm a little -- For example, I'm unclear -- You know, a bill can be changed so many times before it becomes

law.

MR. DONALDSON: Yeah. And again the AB 2 part of it is irrelevant, frankly. It's the testimony from Mr. Sayer who confirmed what happened to him on page two, which is accurate. If we just want to have page two of the exhibit, that's all I need.

ARBITRATOR HARRIS: Okay. Isn't the fact that you wish to bring to light is the fact that Mr. Sayer who did not receive discipline, as I understand it --

MR. DONALDSON: Still an employee of the District.

ARBITRATOR HARRIS: -- was prosecuted criminally for having a gun in his car at a high school in the district. Is that the fact that you're trying to provide?

MR. DONALDSON: No. It's the fact that he wasn't fired. That's the disparate treatment.

ARBITRATOR HARRIS: But the fact that he was criminally prosecuted for the activity.

MR. DONALDSON: It is what it is. Yeah. We're not using that either.

ARBITRATOR HARRIS: Was that a disputed point?

MR. DONALDSON: No. Mr. Ernst already testified to it.

ARBITRATOR HARRIS: I thought that --

MR. SPOTTS: Mr. Ernst testified to what he knows. And Mr. Ernst does not supervise Mr. Sayer. He did not supervise Mr. Sayer at the time of this incident.

MR. DONALDSON: But confirmed that Mr. Sayer is still an employee of the Washoe County School District despite this incident.

MR. SPOTTS: And the District's position is that the incident in Mr. Sayer's case pre-dated the implementation of the regulation that is in this case.

ARBITRATOR HARRIS: Oh, I see. The same incident pre-dated the, what is it?

MR. SPOTTS: Administrative Regulation 4675.

ARBITRATOR HARRIS: Right. Which is Joint Exhibit --

MR. SPOTTS: Joint Exhibit 4.

ARBITRATOR HARRIS: Okay.

MR. DONALDSON: They offered no evidence of that. It was adopted in, if you look at the last page of Exhibit 4, in 2012.

MR. SPOTTS: The District is prepared to offer evidence to the contrary. The District has a settlement agreement signed by Mr. Sayer and by Mr. Sayer's attorney and by the Washoe County School District.

MR. DONALDSON: Never been produced for us.

We've asked for all evidence.

ARBITRATOR HARRIS: All right. It seems to me that a stipulation can be achieved on this. But I don't want to burden the record with back and forth. So my recommendation is that we go off the record and allow counsel to reach a stipulation on this so that we don't have to burden the record. Is there any objection to that?

MR. DONALDSON: No. That's fine with me.

MR. SPOTTS: No.

ARBITRATOR HARRIS: All right. We'll be off the record for a moment.

(Discussion was held off the record)

ARBITRATOR HARRIS: If I have not already done so, I am going to admit Exhibit A, which is the forensic report on the capsules. And then with respect to Union Exhibit B, it's my understanding that the Union is withdrawing B; correct?

MR. DONALDSON: Correct. Based on the prior testimony of Mr. Ernst and Mr. Edlund.

ARBITRATOR HARRIS: All right. What about C?

MR. DONALDSON: It's already been testified to that Mr. Sayer was a holder of a concealed weapons permit. It's the reason we presented you with another accurate newspaper article that's not been rebutted.

ARBITRATOR HARRIS: Well, let me ask this question. Does C corroborate any direct testimony that's already been given?

MR. DONALDSON: Yeah. That Mr. Sayer is a concealed weapon permit holder.

ARBITRATOR HARRIS: Oh, all right. Then I think it can corroborate direct testimony. But who has given direct testimony that Mr. Sayer was a concealed --

MR. DONALDSON: Mr. Edlund, the concealed weapons expert, I guess, in the room.

MR. SPOTTS: But Mr. Edlund's testimony is secondhand.

ARBITRATOR HARRIS: All right.

MR. SPOTTS: And he's testifying to what the article says, not to what he knows.

MR. DONALDSON: Based on information that he has from Mr. Sayer's sister, this is accurate. You can't get much closer than that because we certainly haven't been able to track down Mr. Sayer. And I imagine, pursuant to the settlement agreement, he couldn't talk about it anyhow. Yet the District is trying to use the confidential settlement agreement in this case that's now against Mr. Edlund. Pathetic.

ARBITRATOR HARRIS: All right. Well, I think the

District --

MR. SPOTTS: The District objects to the representation --

(The court reporter interrupts)

ARBITRATOR HARRIS: The District was trying to cooperate in reaching a stipulation. So I don't think that's a fair characterization.

MR. DONALDSON: When they're using a confidential settlement agreement inappropriately, that's --

ARBITRATOR HARRIS: I can't make a judgment about that because I haven't read that and I don't know to what extent, if any, it would preclude the District from referencing it in the interest of reaching a stipulation with this group, the Washoe County Education Association.

But what I'm concerned about is that I've made myself clear that I think the incident may have some relevance. But I have to have cogent and reliable evidence if I'm going to make a comparison. And so far I'm not getting the quality of evidence that I need to make a comparison. So I'm not trying to preclude anybody from making a party's point with respect to what weight that particular incident should be given.

But, it seems that since we are at the District's office where records are kept, that it would be possible to

clarify this point as to whether or not this incident occurred before or after the Sayer incident.

MR. DONALDSON: I agree completely, yet the District is unable or incapable of doing that.

ARBITRATOR HARRIS: All right. But they have expressed a willingness to stipulate as long as the Union would also stipulate that the incident occurred prior to the adoption of the regulation, which is Joint Exhibit 4, which is at issue in this case.

MR. DONALDSON: If I had evidence of that, I would. If he's going to represent on the record that in fact that was the date, then let's go with the stipulation.

ARBITRATOR HARRIS: All right. Then the stipulation as I understand it is --

MR. DONALDSON: Not that I trust it.

ARBITRATOR HARRIS: -- that on an unknown date prior to February 4, 2015, an administrative employee of the District who possessed a concealed weapons permit left the weapon in his locked vehicle in a parking lot on school property. That's point one of the stipulation. Point two is --

MR. DONALDSON: Agreed.

ARBITRATOR HARRIS: -- to date this administrative employee remains employed by the District.

And, point three, the leaving of the weapon in the locked vehicle occurred prior to the adoption of the regulation which is Joint Exhibit 4.

MR. DONALDSON: According to the district, the incident occurred prior to the adoption. That's all we have. Pursuant to the representation of District's counsel or representative, the incident happened before the adoption; right?

MR. SPOTTS: We could stipulate to that.

ARBITRATOR HARRIS: So, in other words, the stipulation is being modified?

MR. DONALDSON: Just to the third one that it's pursuant to the District's representative's representation the incident occurred prior to the adoption of Regulation 4675.

ARBITRATOR HARRIS: Well, Mr. Spotts is not testifying.

MR. DONALDSON: No. But he's making a representation. I would hope that it would be honest and accurate.

ARBITRATOR HARRIS: All right. But, generally speaking, the statements of counsel are not evidence.

MR. DONALDSON: Okay. But, in the stipulation, that's the basis for that third prong of the stipulation.

ARBITRATOR HARRIS: Okay. Well, then I don't think we have a stipulation.

MR. DONALDSON: He just said it was fine.

MR. SPOTTS: The District will agree to it in that manner.

ARBITRATOR HARRIS: All right. So then the third point of the stipulation will be, according to the representation of the District made by Mr. Spotts, this incident occurred prior to the adoption of the regulation, which is in evidence as Joint Exhibit 4.

So, with that revision, are the parties able to stipulate?

MR. DONALDSON: So stipulated.

MR. SPOTTS: Yes. So stipulated.

ARBITRATOR HARRIS: All right. That stipulation is received.

Okay. So now do you want to offer C?

MR. DONALDSON: We can withdraw C as well.

ARBITRATOR HARRIS: All right. C is being withdrawn.

MR. DONALDSON: D, Mr. Ernst verified as far as Mr. Sayer's employment history with the District.

ARBITRATOR HARRIS: Any objection to the receipt of Exhibit D?

MR. SPOTTS: No objection to Exhibit D.

ARBITRATOR HARRIS: Okay. D will be received.

MR. DONALDSON: Ernst also authenticated the article about Principal Brown resigning.

MR. SPOTTS: The District has no objection to E.

ARBITRATOR HARRIS: All right. Then E will be received.

MR. DONALDSON: Ernst also confirmed that the superintendent, Davis, was fired last year in article -- or Exhibit F.

MR. SPOTTS: The District objects to F on relevance.

ARBITRATOR HARRIS: All right. Well, then, you can argue about that at the time of final argument, but it does corroborate the testimony, so I'll receive it.

MR. DONALDSON: And, of course, G is the prior arbitrator's order.

ARBITRATOR HARRIS: And any objection to the receipt of Exhibit G?

MR. SPOTTS: The District has no objection to Exhibit G.

ARBITRATOR HARRIS: All right. Then G will be received.

MR. DONALDSON: The Association rests.

ARBITRATOR HARRIS: And will there be rebuttal?

MR. SPOTTS: I didn't have an opportunity to cross.

ARBITRATOR HARRIS: Oh, I'm sorry. I am so sorry. We got so involved in the discussions that I had forgotten that you have not yet inquired. Please proceed.

MR. SPOTTS: I have to turn the computer back on.

CROSS-EXAMINATION

By Mr. Spotts:

Q. Mr. Edlund, let's go back to Joint Exhibit Number 12. That's your concealed weapons permit; correct?

A. Yes, it is.

Q. Okay. You applied for this card with the Storey County Sheriff's Office?

A. Yes, I did.

Q. On that application did the application for the permit state that you were to obey all laws regarding where you could possess this weapon?

A. I do not recall.

Q. Okay. Let's go to exhibit -- Let's go to Joint Exhibit 11. That's your evaluations. Let's go back to the first evaluation. That's your 2017-2018 evaluation. You previously testified and the document states that your evaluation was effective; correct?

A. Yes, it was.

Q. On page two of that evaluation where the signature, it says accepted by Marcus Culpepper. What's the date that that was accepted?

A. April 12th, 2018.

Q. And your signature on the document says electronic signature and date by Caidyn Edlund on April 12th, 2018?

A. Yes, it does.

Q. All right. So this evaluation was completed and signed approximately one month before you received a notice of investigatory due process?

A. That's correct.

Q. Let's go to Joint Exhibit 5, please. Mr. Edlund, can you describe for the arbitrator what Joint Exhibit 5 is, please?

A. I can't see. Certified employee orientation confirmation.

Q. Okay. So this would have been the checklist that you received when you began -- when you were first hired by the District?

A. Yes.

Q. Go to the bottom of this, please. Is that your signature on the form?

A. Yes, it is.

Q. Please read what it says in bold above the signature.

MR. DONALDSON: Objection. It speaks for itself.

ARBITRATOR HARRIS: It's in evidence. And I can see --

MR. DONALDSON: We can all read.

ARBITRATOR HARRIS: -- that it is an acknowledgment of having received all of those documents that are initialed.

Q. (By Mr. Spotts) Okay. Please go to Joint Exhibit 4, Administrative Regulation 4675. Mr. Edlund, at the first arbitration, you testified that you were aware of Administrative Regulation 4675 at the time of incident?

A. Yes.

Q. And you received a copy of this regulation when you received your notice of investigatory due process?

A. I cannot -- I do not recall if I did or not.

Q. All right. Can you please go to Exhibit 7. Okay. Is this the notice of IDP that you received on September 20, 2018?

A. It looks to be correct.

Q. All right. Go all the way to the bottom, please, page two. It states attachments. So, according to the

document, you would have received it, it was attached?

A. Okay.

Q. Let's see. And your position at the IDP meeting, you were represented by legal counsel at the IDP meeting?

A. Yes, I was.

Q. You signed a Garrity warning?

A. Yes, I did.

Q. And you stated at the meeting and as you stated here that it was an inadvertent mistake?

A. Yes, it was.

Q. All right. And that is still your position today?

A. Yes, it is.

MR. SPOTTS: All right. All right. I have no further questions.

ARBITRATOR HARRIS: Any redirect?

MR. DONALDSON: No need. Thank you.

ARBITRATOR HARRIS: Thank you, Mr. Edlund.

And does that conclude --

MR. DONALDSON: Now we rest, again.

ARBITRATOR HARRIS: -- the Union's case?

MR. DONALDSON: It does.

ARBITRATOR HARRIS: All right. And will there be rebuttal?

MR. SPOTTS: The District has no rebuttal witnesses.

ARBITRATOR HARRIS: All right. Then let's go off the record to discuss --

MR. SPOTTS: There is one item. The District would like to move to admit District Exhibit 1.

ARBITRATOR HARRIS: Yes. Is that the order vacating --

MR. SPOTTS: That's the order -- Yeah, that's the order vacating the arbitrator's award.

ARBITRATOR HARRIS: Okay. I had wondered about that and I had that on my list.

MR. SPOTTS: And the District -- the District is --

MR. DONALDSON: No objection.

ARBITRATOR HARRIS: Okay. Then District Exhibit 1, the order vacating arbitrator's award and remanding for a new hearing, is received. And that explains how the case came to me even though it had been decided by another arbitrator.

MR. SPOTTS: Yes.

ARBITRATOR HARRIS: All right. Okay. So, let's go off the record to discuss the manner in which this case will be finally argued. We'll be off the record.

(Discussion was held off the record)

ARBITRATOR HARRIS: We're back on the record and the evidentiary portion of the case has come to a conclusion. Just to review, the arbitrator has received 16 joint exhibits. That's Joint Exhibits 1 through 16. Union Exhibits A, C, D --

MS. DORAN: No, not C.

MR. DONALDSON: Not C.

ARBITRATOR HARRIS: Oh, I'm sorry. A, D, E, F, and G.

MR. DONALDSON: Correct.

ARBITRATOR HARRIS: B and C were withdrawn. And the arbitrator has also received District Exhibit 1. Those are all of the exhibits.

MR. DONALDSON: And the parties' stipulation regarding the prior incident of the other employee.

ARBITRATOR HARRIS: That is correct. There is a stipulation regarding that incident, as well as a joint stipulation of fact that's contained in the joint exhibits. That is -- In fact, I think I would like to review that before I review the other exhibits. And that is --

MR. DONALDSON: Joint 14.

ARBITRATOR HARRIS: -- joint stipulation of facts. Joint Exhibit 14. Yes, thank you.

Okay. And then since both parties have presented all of their witnesses and documents, we have set a schedule for how this case is going to be brought to the conclusion -- brought to its conclusion as follows: The parties have agreed that the Union is going to argue the matter orally, whereas the District is going to file a brief.

So, in order to avoid having one party see the other party's argument when it's not reciprocal, it's been agreed that the following procedure will be followed: As soon as this stipulation is confirmed, the arbitrator and the District will leave the hearing room and the Union representative, the grievant, and union counsel will remain in the hearing room, at which time Mr. Donaldson will make the Union's final argument to the court reporter.

Mr. Donaldson's argument will be separately bound in its own small volume and will be sent to the arbitrator along with the original of the transcript. The Union is not ordering the transcript. But I believe the Union is sharing the court reporter's appearance fee; is that correct?

MR. DONALDSON: Yes.

ARBITRATOR HARRIS: All right. And then the reporter has indicated that it will be approximately two weeks to prepare the record. And then the District will be filing its brief in approximately another two weeks. The

brief will be due to be mailed to the arbitrator on September 17. And an electronic copy of the District's brief will be provided to Union counsel.

Then, as soon as I have received the District's brief in my Sacramento office, I will then, within the next few days, send the District's separately-bound copy of the Union's argument to District counsel.

And at that point I will take the case under submission because I will have the Union's oral argument as transcribed by the reporter as well as the District's written post-hearing brief. And I will start the running of my 45-day clock towards issuance of my final and binding award.

Are all of those arrangements agreeable to both parties?

MR. DONALDSON: Yes.

MR. SPOTTS: Yes.

ARBITRATOR HARRIS: All right. I do have one question for the reporter, so we're going to go off the record for a moment.

(Discussion was held off the record)

ARBITRATOR HARRIS: Just to clarify, the transcript will be provided to the arbitrator, the original that is, and it will not contain the Union's argument. Actually the arbitrator will be provided with two copies,

separately bound, of the Union's final argument. And as soon as I receive the District's brief, I'll provide one of those to District counsel and will still have the Union's argument in a separately-bound volume for my use during my deliberations.

So, with that clarification, are all of those arrangements agreeable to both parties?

MR. DONALDSON: Yes.

MR. SPOTTS: Yes.

ARBITRATOR HARRIS: All right. Is there any other matter -- And, by the way, I'm assuming that both parties are agreeable to my 45-day time frame for issuing my award?

MR. DONALDSON: Sure.

MR. SPOTTS: Yes.

ARBITRATOR HARRIS: All right. So, is there any other matter that either party would like to raise before the District and the arbitrator leave the hearing room?

MR. DONALDSON: Just thank you very much.

MR. SPOTTS: Thank you.

ARBITRATOR HARRIS: Thank you both for your presentations. And we'll be off the record.

(District representatives and the arbitrator leave the room)

(Mr. Donaldson made a closing argument that was reported but

is included in a separate transcript, Volume 2)

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, CHRISTY Y. JOYCE, Nevada Certified Court Reporter Number 625, do hereby certify:

That I was present at the Washoe County School District Administrative Office, Reno, Nevada, on Thursday, the 20th day of August, 2020, for the purposes of reporting in verbatim stenotype notes the within-entitled arbitration;

That the foregoing transcript, consisting of pages 1 through 82, is a full, true, and correct transcript of said hearing.

Dated at Reno, Nevada, this 31st day of August, 2020.

Christy Joyce
CHRISTY Y. JOYCE, CCR #625

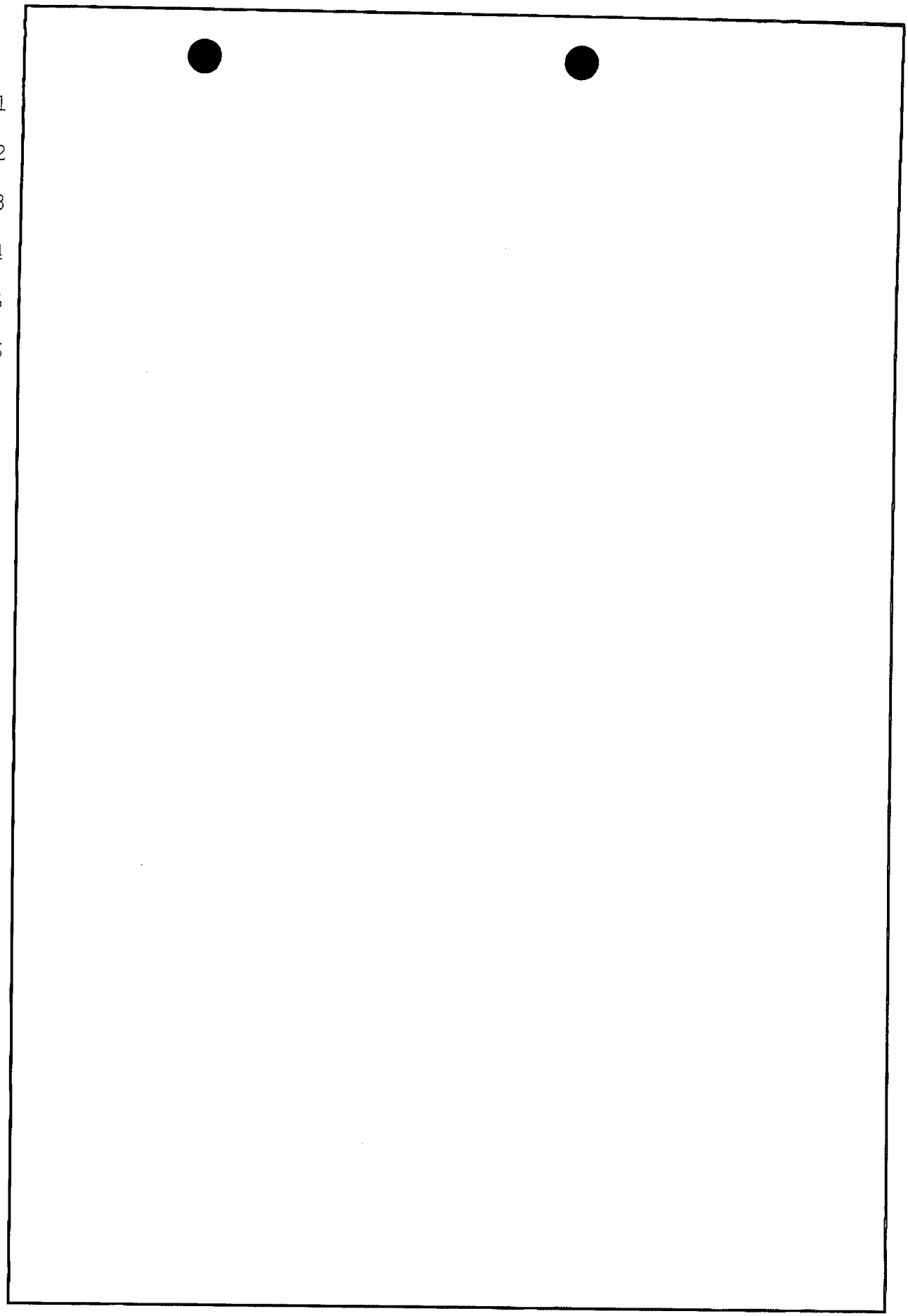

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EXHIBIT 3

EXHIBIT 3

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BEFORE ARBITRATOR CATHERINE HARRIS, ESQ.

In re:
WASHOE EDUCATION ASSOCIATION
CAIDYN EDLUND, GRIEVANT
DISMISSAL

AND

WASHOE COUNTY SCHOOL DISTRICT
_____/

WASHOE COUNTY SCHOOL DISTRICT'S CLOSING BRIEF

ISSUES TO BE DECIDED

The Parties were able to stipulate the issues to be decided by the Arbitrator:

Did the Washoe County School District (District) have just cause to dismiss the grievant Caidyn Edlund (Edlund)?

If not, what is the appropriate remedy?

FACTUAL BACKGROUND

Mr. Edlund was hired into a licensed positon with the District on August 5, 2014. During the 2014-2015 School Year, he was a Special Education Teacher at Procter R. Hug High School (Jt. Ex. 11, 13)[1]. At the conclusion of the 2014-2015 School Year, Mr. Edlund applied for and was granted a transfer to a Special Education teaching position at Galena High School. (Jt. Ex. 11). Prior to his employment with the District, Mr. Edlund was employed by

[1] Citing to "Jt. Ex." is a reference to the Parties' Joint Exhibits numbered 1 through 16

the Clark County School District in Las Vegas, Nevada for five years as a Special Education Teacher. Mr. Edlund's assignment at Galena High School in the 2017-2018 school year was as a Comprehensive Life Skills (CLS) teacher in the special education department. (T: 38, 21-22)[2]

The facts regarding the incident on May 10, 2018 have been stipulated to by both parties to this arbitration so there is no need to duplicate them here. (Jt. Ex. 14) On September 28, 2018 and Investigatory Due Process (IDP) meeting was held with Mr. Edlund, Mr. Edlund's legal counsel, Galena HS Principal Tom Brown and WCSD Labor Relations Specialist Anthony Spotts in attendance. (Jt. Ex. 7) Mr. Edlund signed a Garrity warning indicating that he was aware of his rights and that the District was compelling him, on pain of being charged with insubordination, to answer the questions asked by Mr. Brown. (Jt. Ex. 8) Following this meeting, Mr. Edlund was sent a notice of recommended dismissal on October 23, 2018 stating he would be separated from employment effective November 19, 2018. (Jt. Ex. 9) Mr. Edlund filed a timely appeal of that dismissal directly to arbitration.

This matter was heard in arbitration on August 19, 2019 before Arbitrator Paul Crost, Esq. On October 1, 2019, Arbitrator Crost issued his award vacating the District's Notice of Recommended Dismissal and reinstating Mr. Edlund with full back pay, interest and benefits. (Assoc. Ex. G) The District, pursuant to Nevada Revised Statute (NRS) 38.241, filed a motion on November 8, 2019 in the Second Judicial District Court, State of Nevada to vacate Arbitrator Crost's award on the grounds that it was arbitrary and capricious, that it was unsupported by the evidentiary record, that Arbitrator Crost failed to consider evidence

[2] Citing to "T" is a reference to the page, line(s) contained in the Transcript of Arbitration prepared by Capitol Reporters

material to the controversy, and that he manifestly disregarded the law. The motion was heard in District Court on February 7, 2020 and on March 31, 2020 the Court issued an order vacating the arbitrator's award and ordering the matter for rehearing before a new Arbitrator. (Dist. Ex. 1)

On April 2, 2020, the Association formally requested a new list of arbitrators and requested the rehearing be scheduled in a timely manner. The parties selected Catherine Harris, Esq. and the rehearing was conducted on August 20, 2020 at the District Administration Building.

QUANTUM OF PROOF

The Arbitrator Should Find That The District Is To Prove Its Case By A 'Preponderance Of The Evidence' Rule.

"In general, arbitrators probably have used the 'preponderance of evidence' rule or some similar standard in deciding fact issues before them, including issues presented by ordinary discipline and discharge cases." Marlin M. Volz and Edward P. Goggin, Co-Editors. Elkouri and Elkouri: How Arbitration Works, 5th ed., Washington: The Bureau of National Affairs, 1997, p. 907. citing, Kroger Co., 25 LA 906, 908 (1955). However, "[t]here is a divergence of opinion among arbitrators as to which standard of proof applies in disciplinary proceedings." In Re Utah Power and Light and IBEW Local 57 2006 NAC 110, 136, citing, Norman Brand, Editor-in-Chief. Discipline and Discharge in Arbitration. Committee on ADR in Labor and Employment Law Section of Labor and Employment Law, American Bar Association; Washington: The Bureau of National Affairs, 1998, p. 335. "[W]ith respect to discharge for ... potentially unlawful conduct, ... the greater weight of authority ... [favors] clear and convincing evidence and preponderance of the evidence as opposed to beyond a reasonable doubt." Id., citing, Elkouri and

Elkouri: How Arbitration Works, 5th ed., Washington: The Bureau of National Affairs, 1997, p. 908. Moreover, "proof beyond a reasonable doubt, the recognized standard in criminal proceedings, is of dubious utility in arbitration, even in cases that involve actions of 'moral turpitude.' While arbitrators will, on occasion, insist that this most stringent standard should apply in cases involving discharge for events that may be criminal in nature, on the basis that a finding of just cause may create impairment to the Grievant's reputation and future employment, it does not represent the prevailing rule." Id., citing, Steven M. Wolfe, "Evidence in Arbitration" in Labor and Employment Arbitration, 2d. ed., Tim Bornstein, Ann Gosline and Marc D. Greenbaum, General Editors. Newark: Matthew Bender, Inc.-LexisNexis, 2001, Vol. 1, §5.06[1] (pg. 5-16).

The Arbitrator Should Follow the District Court and Apply the "Just Cause" Standard As Defined By *Southwest Gas* and Not the *Rust* Standard

The Association's position is that he theory of "just cause" as articulated in Rust v. Clark County Sch. Dst., 100 Nev. 372, 683 P.2d 23 (1984) should be applied in this case. While the Rust standard has not been overruled, the facts of this case can be distinguished from Rust due to the nature of Mr. Edlund's work. The employee in Rust was a school principal. Such a position is held to a higher standard than a teacher or staff member because of the nature of their position, expectations of leading and mentoring staff, and their ability to supervise, discipline, and even recommend dismissal of their staff. In addition, the Rust standard has only been applied in one other case, Turner v. City of Reno, 976 F.2d 738 (9th Cir. 1992) which dealt with the dismissal of the city fire chief (another position with unique responsibilities and a high level of authority). Applying the Rust theory of "just cause" would create an unduly strict interpretation of the term.

Instead the standard that should be applied for an employee who does not have these unique functions, such as Mr. Edlund, is articulated in Southwest Gas Corp. v. Vargas, 111 Nev. 1064, 901 P.2d 653 (1995). In Southwest Gas the Nevada Supreme Court used a less strict standard of just cause for an employee with a lesser scope of responsibility, in "that a discharge for 'just' or 'good' cause is one which is not for any arbitrary, capricious, or illegal reason and which is one based on facts (1) supported by substantial evidence, and (2) reasonably believed by the employer to be true." Southwest Gas at Nev. 1066, P.2d 701. See also O'Keefe v. State, Department of Motor Vehicles, 134 Nev. Advanced Opinion 92 (2018) (Terms such as "reasonableness" and "just cause" in statute or contract language should be given a high level of deference.). This analysis is also supported by the District Court's Order to vacate the prior arbitration award, which relied on both the Southwest Gas and O'Keefe standards when evaluating the issue of just cause with respect to Mr. Edlund's misconduct. (Dist. Ex. 1, 5)

ARGUMENT

The Arbitrator Should Find the Grievant's Misconduct In This Case Rises to the Level That Dismissal from Employment Is Justified

Testimony and exhibits were provided that demonstrate the seriousness of Mr. Edlund's conduct. Possession of a firearm on School District Property is a violation of NRS 202.265, punishable as a gross misdemeanor. (Jt. Ex. 3) Further, District Administrative Regulation 4675 limits the individuals who are permitted to possess firearms on District property to law enforcement officers or those who have received permission in writing from the District Superintendent. This limitation applies even if the individual in question possesses a valid Carry Concealed Weapon (CCW) permit issued by the State of Nevada, which Mr. Edlund did possess. (Jt. Ex. 4, Jt. Ex. 12) However, Mr. Edlund does not meet either of the criteria as stated in

Administrative Regulation 4675. He never asked for, or was granted, permission and he is not a law enforcement officer.

While the District utilizes progressive discipline when employees engage in misconduct, the principles of progressive discipline do not preclude serious disciplinary action being taken on a first offense if the offense committed is sufficiently serious to warrant such action. To argue that every first offense, regardless of its severity, must begin at the lowest level of discipline would lead to disproportionate and inequitable outcomes. See Washoe County School District v. White, 133 Nev. 301, 396 P.3d 834 (2017) (Discipline "must be in accordance with the severity of the misconduct".)

In this case, Mr. Edlund openly admitted to the conduct at issue. In the IDP meeting held on September 28, 2019, at the Arbitration before Mr. Crost on August 21, 2019 and again in this Arbitration Mr. Edlund admitted that he had a firearm in his vehicle while it was on the property of Galena High School on May 10, 2018.

> Q. And you stated at the meeting and as you stated here that it was an inadvertent mistake?
>
> A. Yes, it was.
>
> Q. All right. And that is still your position today?
>
> A. Yes, it is.

(T: 77, 8-13)

Mr. Edlund also admitted that he was aware of Administrative Regulation 4675 at the time of the incident on May 10, 2018.

///

///

Q. (By Mr. Spotts) Okay. Please go to Joint Exhibit 4, Administrative Regulation 4675. Mr. Edlund, at the first arbitration, you testified that you were aware of Administrative Regulation 4675 at the time of incident?

A. Yes.

(T: 76, 11-15). Mr. Edlund's position, which has been consistent from the beginning, is that he did not *knowingly* bring the weapon with him when he went to work on May 10, 2018 and that it was merely a lapse of memory. While we are all prone to memory lapses, when it comes to a deadly weapon the defense of "I forgot it was in my bag" simply is not adequate. As a CCW holder, Mr. Edlund is expected to take great care and exercise proper control of his firearm **at all times** when it is in his possession. Mr. Edlund even testified that it was his practice when he got home from the gym to lock up his weapon if his children were present. (T: 44, 14-17) But because his children were **not** present on the night before the incident he did not do so. (T: 44, 23-24; 45, 1-2) This is not a "practice", or if it is it is not a **consistent** practice. If Mr. Edlund knew that when his children were present he should lock up his weapon, then he should have known to do so when they were not. And because he knows that he should do this, continuing to rely on a memory lapse to justify this conduct is simply inadequate.

Mr. Edlund was charged with the following violations of NRS 391.750(1) in his Notice of Recommended Dismissal – (c) Unprofessional conduct; (i) Inadequate performance; (k) Failure to comply with such reasonable requirements as a board may prescribe; (n) Any cause which constitutes grounds for the revocation of a teacher's license; and (u) Gross misconduct. Mr. Edlund was also charged with violating NRS 202.265 and District Administrative Regulation 4675. With the exception of (u) Gross misconduct, all of the violations are binary choices – either Mr. Edlund's conduct was unprofessional or it was not, his performance was inadequate

or it was not, either he complied with reasonable requirements as a board may prescribe or he did not, he violated NRS 202.265 and Administrative Regulation 4675 or he did not. There is no analysis required of Mr. Edlund's intent, state of mind, or extenuating circumstances. It is, or it is not.

In this case, Mr. Edlund's own admission that he had possession of a firearm on District property **at a minimum** constitutes violations of NRS 391.750(1) sections (c), (i), and (k) as well as violating NRS 202.265 and Administrative Regulation 4675. Because Mr. Edlund's conduct also violated NRS 202.265, which states it is a gross misdemeanor if charged and convicted, and because unlawful possession of a weapon is an offense of "moral turpitude" under NRS 391.033 by which a person's license to teach in the State of Nevada may be suspended or revoked, Mr. Edlund is also in violation of NRS 391.750(1) section (n).

Mr. Edlund's behavior rises to the level of **gross** misconduct as defined by NRS 391.750(4). NRS 391.750(4) defines gross misconduct as "any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof". (Jt. Ex. 2) Because the statute uses "or" instead of "and" when stating that the conduct must be "wanton, willful, reckless or deliberate disregard", it is providing a list of options rather than a checklist that must be completed. See Washoe Med. Ctr. v. Second Jud. Dist. Ct., 122 Nev. 1298, 1302, 148 P.3d 790, 792-793 (2006) ("When a statute is clear on its face, we will not look beyond the statute's plain language."), City Plan Dev. v. State, Labor Comm'r, 121 Nev. 419, 435, 117 P.3d 182, 192 (2005) (Statutes should not be interpreted to produce "absurd results".)

Based on this, when examining Mr. Edlund's conduct the District need only prove Edlund's behavior violated one of these four standards. In this case the District contends that

Mr. Edlund's conduct was **reckless**, defined by Merriam-Webster as:

> "characterized by the creation of a substantial and unjustifiable risk to the lives, safety, or rights of others and by a conscious and sometimes wanton and willful disregard for **or indifference to that risk that is a gross deviation from the standard of care a reasonable person would exercise in like circumstances**" (emphasis added)[3]

Mr. Edlund's conduct in this case clearly was a gross deviation from the standard of care a reasonable teacher would exercise. He testified both on direct examination and on cross-examination that he knew what the statutory language was, knew what the Administrative Regulation regarding possession of a weapon on District property, and knew what he should have done to prevent the incident from happening. He simply chose not to do it. And that is sufficient for the District to establish that his conduct was reckless, and that his dismissal is warranted for such an egregious lapse of judgment.

The Arbitrator Should Reject the Association's Arguments as Irrelevant, Immaterial or Illogical

During the course of this Arbitration, the Association's counsel raised several arguments that did little to defend Mr. Edlund's conduct but rather were arguments about technicalities or irrelevant tangents that only serve as an attempt to "muddy the water" and deflect from the bare facts of the case.

First, the Association's Pre-Hearing Brief goes to great lengths to argue that the District is getting a "second bite at the apple" and that the District is disregarding the language in the Negotiated Agreement that arbitration is final and binding on the parties. This argument is nonsensical. First, it ignores the statutory language in NRS 38.241 that provides **either** party the

[3] https://www.merriam-webster.com/dictionary/reckless

right to petition a court of competent jurisdiction to vacate an arbitration award on specific grounds. Second, the argument if taken to its logical conclusion would lead to patently absurd results. Under the Association's position there would be **no** circumstance by which a party could appeal a decision by an arbitrator, even in situations where the arbitrator showed clear bias towards one party or was grossly incompetent in the adjudication of the case. Therefore, this argument should be disregarded.

Next, the Association provided several photographs of Galena High School property and used them to argue the District is in violation of Administrative Regulation 4675 because there are no signs posted stating that firearms are prohibited. (Jt. Ex. 13) At best, this is a technical violation of the regulation and as Mr. Joe Ernst testified it is more likely that this violation has now been remedied. (T: 33, 1-4) Mr. Ernst also testified that at the time of the incident and at present there are stickers on the school's front doors that state weapons are prohibited. (T: 35, 4-8) The doors to the school building were not shown in any of the photographs. Additionally, it is an irrelevant argument as Mr. Edlund testified consistently that he was aware of Administrative Regulation 4675 so in the matter at hand whether signs were posted or not has no bearing on Mr. Edlund's situation as he had knowledge of the prohibition.

The Association then makes the argument that in a previous case involving a staff member possessing a firearm on property the staff member was not terminated, so Mr. Edlund is not being treated similarly. As stipulated to, the parties agreed that the incident alluded to happened *prior* to the imposition of Administrative Regulation 4675. (T: 73, 6-10) Also, the staff member in that situation was a member of a different bargaining unit than Mr. Edlund so a different standard of review applies. And because the incident happened prior to adoption of Administrative Regulation 4675 in October, 2012 there must be some notice made that the circumstances

regarding school safety and school violence have significantly changed in the six years between adoption of the regulation and the date of Mr. Edlund's conduct.

The Association also argued that there was no danger because the school did not go into a "Code Red" lockdown. (T: 28, 9-13). This is immaterial to the matter at hand. "Code Red" lockdowns are called when there is a suspected or confirmed direct threat to the school. In this case, as stipulated, School Police found the firearm during a parking lot drug search. Because School Police was in control of the situation from the beginning, there was no need to place the school in a "Code Red" status. Further, the question of whether there was danger or not is irrelevant to the case as the case turns on the mere possession of the weapon on property. The District has not previously and does not now need to prove any sort of intent to prevail.

The Association also argues that Mr. Edlund is an effective teacher and the District needs teachers now due to a perceived teacher shortage. As evidence, the Association presented all of Mr. Edlund's evaluations, including the one for the 2017-2018 school year, (Jt. Ex. 11) While it is correct that Mr. Edlund's evaluation was rated effective, this omits the key fact the evaluation was completed and signed off on April 12, 2018, approximately one month before Mr. Edlund brought a handgun with extra bullets to Galena High School, which is the reason for his dismissal. Mr. Edlund even admitted the evaluation was prior to the incident. (T: 75, 2-13) So, of course, at the time of his evaluation Mr. Edlund's performance could be deemed adequate because the gross misconduct had not happened yet.

The Association then placed evidence into the record regarding the departure of Galena High School Principal Tom Brown and of Superintendent Traci Davis, implying that because their dismissals occurred "under a cloud" or due to potential misconduct, it impacts the credibility of their decisions in this case. (Assoc. Exs. E & F) First, this is irrelevant due to the fact that the

Association provided no evidence that **specifically** showed any sort of misconduct by Mr. Brown or Ms. Davis in this case. The fact that Mr. Brown and Ms. Davis are no longer employed by the District for *some* general reason is insufficient to draw the inference the Association is asking the arbitrator to. Second, as Mr. Ernst testified the decision to recommend dismissal of Mr. Edlund from employment was not made by Mr. Brown alone. Rather the decision was made in consultation with Mr. Ernst by Mr. Brown.

> Q. All right. And what was the decision to dismiss Mr. Edlund the decision solely of Mr. Brown or was it a joint decision between you and Mr. Brown?
>
> A. It was a joint decision between us.

(T: 22, 16-19) Third, Ms. Davis' role in the process is merely to accept or reject the recommendation made by the school administrator and the appropriate area superintendent. She does not have any investigatory role in the process prior to the recommendation landing on her desk. Additionally Mr. Edlund exercised his right under the Negotiated Agreement to immediately move his grievance directly to arbitration, bypassing any sort of appeal to the Superintendent or her designee (which at the time would have been Deputy Superintendent Kristen McNeill, who similarly to Ms. Davis was not involved in the process so that she could hear any grievance by Mr. Edlund without prejudice if he chose to pursue it at that level). Therefore, the arbitrator should ignore this argument altogether.

As the District brought up in its opening statement, the current environment regarding school safety requires the District to take seriously any lapse of judgment that could even **potentially** place students at risk. "Many of today's youth have grown up in the shadow of mass shootings, including at Columbine High School, Sandy Hook Elementary, and Marjorie

Stoneman Douglas High School."[4] These situations are too common, to the point that since at least 2017 there have been no students who have not experienced some trauma from gun violence in school or trauma from having to prepare themselves for the possibility of gun violence there. This doesn't even get into the almost-weekly tragedies of a child finding an unattended firearm and accidentally harming themselves or someone else. The District simply cannot tolerate an employee who has the significant responsibility that comes with the legal right to carry a concealed firearm who disregards those responsibilities and then claims a fault of memory for their recklessness. If Mr. Edlund forgot once, he could forget again, and as a result a tragedy could happen. The District's students, staff and families should not have to accept that risk.

CONCLUSION

The Arbitrator should find:

1. The quantum of proof for the District in this matter should be the 'preponderance of evidence' rule, or in any event, no more stringent than the 'clear and convincing' standard;

2. The "just cause" standard in Southwest Gas applies in this case and only requires the District prove that the dismissal is supported by substantial evidence and based on information that the District reasonably believes to be true.

3. The District proved its case by presenting clear and convincing evidence that the Grievant's conduct necessitated an elevated response in the Progressive Discipline process and a higher level of discipline.

4. The Grievant's testimony admits to the core conduct at issue.

5. The evidence presented by the Grievant is not relevant and does not excuse the Grievant's misconduct.

[4] https://www.nea.org/student-success/smart-just-policies/gun-violence-prevention

6. Based on the totality of circumstances, the District has proved that the District administration has "just cause" for dismissal of the grievant from District employment.

DATED this 17th day of September, 2020

WASHOE COUNTY SCHOOL DISTRICT

By: _____

Anthony J. Spotts
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EXHIBIT 4

EXHIBIT 4

BEFORE ARBITRATOR CATHERINE HARRIS, ESQ.

---oOo---

In the Matter of a Dispute
Between:

WASHOE EDUCATION
ASSOCIATION,

Association,

and

Dismissal of Caidyn Edlund

WASHOE COUNTY SCHOOL
DISTRICT,

Employer.
_____/

REPORTER'S TRANSCRIPT OF PROCEEDINGS

ARBITRATION CLOSING ARGUMENT

VOLUME 2

THURSDAY, AUGUST 20, 2020

RENO, NEVADA

REPORTED BY:

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The Arbitrator:

CATHERINE HARRIS, ESQ.
5960 S. Land Park Drive #255
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THURSDAY, AUGUST 20, 2020

---oOo---

MR. DONALDSON: Arbitrator Harris, thank you for your time today and giving me this opportunity to summarize our case to you. I certainly understand I'm a passionate and sometimes overly zealous advocate, and I hope that that did not offend you in some of the exchanges that occurred during the arbitration today.

Frankly, I think this whole case is a travesty. We have a passionate and very effective teacher, special ed teacher at that, for the past ten years in Nevada, the last five of it which were with the Washoe County School District. To try to dismiss Mr. Edlund not once, but twice, under the current scheme of things in this country, in this world, for that matter, is just sad. To deprive the special ed students of this district of Mr. Edlund's capabilities and caring, teaching, which is reflected in all of his evaluations by four different evaluators and administrators over the last five years, I just don't understand.

No prior discipline, of course, which, of course, is also required not only by NRS Chapter 391 but by the contract between the Washoe County Education Association and the Washoe County School District as well.

In fact, there's no zero tolerance policy for

having a weapon on campus in the Washoe County School District. Administrative Regulation 4675 is very clear that Subsection 3 provides disciplinary action. Any employee in violation of this administrative regulation shall be subject to discipline up to and including suspension and/or dismissal, in accordance with the employee-negotiated agreements, progressive discipline plan, and Nevada state law.

It's not have a weapon on campus for whatever reason, accidentally, intentionally, you name it, they do not have to proceed with termination, especially since at first they didn't even provide Mr. Edlund with a copy of Regulation 4675, which is verified by Joint Exhibit 5. That is not one of the -- There's some 20-odd regulations that were provided to him during his certified employee orientation on April -- Excuse me -- August 12th, 2014, but 4675 was not one of them.

In fact, Mr. Edlund testified that he did not receive a copy until he received the notice of investigatory due process on or about September 20th, 2018, several months after the underlying incident on May 10th of 2018.

And, certainly the District has major egg on its face when it hasn't even complied with District Regulation 4675 Subsection 4 regarding notice of posting this prohibition at various locations on school property and make

it a part of all applicable handbooks. The District didn't provide any evidence that this was a part of a district handbook that Mr. Edlund ever received. And we have Joint Exhibit 13, all the various photographs of the entrances to Galena High School back in 2018, none of which have any signs prohibiting firearms on campus. Of course, you can't have skateboards and roller blades or pets, and they make that very clear by the various signs. But absolutely nothing about firearms.

So we get to the actual incident. The District has no evidence that this was ever an intentional act, no evidence that students had any access to Mr. Edlund's truck, no evidence that there was any threat to anybody nor that anybody had any contact or access to Mr. Edlund's firearm that was locked in his vehicle.

He forgot that it was in there. There's no requirement that you cannot be forgetful in having your concealed weapon and happen to have it in a bag in a locked vehicle in a parking lot on district campus.

And, of course, you heard the testimony that there was no code red called when the firearm was located by the District's own police officers, supposedly from a random hit by a district K-9 on controlled substances, which, of course, were not found at all in Mr. Edlund's vehicle, as

confirmed by Association Exhibit A. The plastic bag containing numerous white capsules contained no controlled substances whatsoever.

So, here we have a rather suspicious incident to start with and a definite overreaction by the District to, in essence, compound insult to injury by the Washoe County School District against an exemplary five-year teacher with the District.

Of course, we have a stipulation that there was indeed a prior incident involving Vice Principal David Sayer, sometime ago, according to the District, which they didn't provide any evidence of, occurred on or about October 11th 2011, which they argue was prior to the adoption of Regulation 4675.

Well, frankly, that's irrelevant because the District can discipline an administrator just like it can a teacher under NRS Chapter 391, because they are all licensed employees. Yes, they are in different bargaining units, they are covered by separate negotiated agreements. The bottom line, all they need is just cause to terminate an administrator just like they have attempted for a second time now to terminate Mr. Edlund.

Certainly, under those circumstances in the parties' stipulation, that is disparate treatment when the

District elects to give favoritism to an administrator by allowing him to continue to be an employee of the Washoe County School District, yet attempting to terminate an exemplary teacher under the policy when it's not a zero tolerance policy by any means.

So, with all of that, and the fact that the principal who issued the termination notice, Mr. Brown, resigned under investigation last year, the superintendent at the time, who was over the entire District when Mr. Edlund was terminated the first time, was fired last year, we have everybody gone except for Mr. Edlund sitting here, in essence, holding the bag for all of this.

So, whether he's being made an example of, being the scapegoat for the antics of all of the other various district employees involved in this ridiculous incident and they're doing whatever they can to save face by, dammit, we're going to get Mr. Edlund come hell or high water, that's -- it's sad, frankly, in this day and age to go after an employee like that under these ridiculous circumstances when they have absolutely zero evidence of any impact on Mr. Edlund's -- negative impact on Mr. Edlund's teaching abilities, on his students, other than him being out of the classroom for the past 27 months.

Certainly that had to have a devastating effect

on his students. And, in fact, they need him back in the classroom. And that's why we ask you to reinstate him with full /back pay and benefits. Certainly, if you want to be consistent with Arbitrator Cross' recommendation that he receive something far less than termination under progressive discipline and under the District's own Regulation 4675 of a reprimand, he made it very clear now that he's teaching these -- Mr. Edlund is teaching these concealed weapons classes, he's much more familiar with the law in the area of concealed weapons and weapons in general in Nevada. And I will assure you that something like this will never ever happen again once he's back in the classroom for the Washoe County School District.

One note I must make, because it will -- you will see it in the order vacating Arbitrator Cross' award, which is District Exhibit 1, are references to both an arrest and a guilty plea to a criminal offense by Mr. Edlund. However, I refer you to NRS 179.2405. This is the declaration of public policy in Nevada. In quote, "The legislature hereby declares that the public policy of this state is to favor the giving of second chances to offenders who are rehabilitated and the sealing of the records of such persons in accordance with NRS 179.2405 to 179.301, inclusive."

Because Mr. Edlund's criminal records were

subsequently sealed, no reference can be made to them. In fact, any argument by the District of these facts would -- will put the District in violation of the Court's order sealing those records and may prompt a motion for order to show cause why the District is not complying with the Court's order. Similarly, all proceedings recounted in the record are deemed to never have occurred and the person to whom the order pertains may properly answer according to any inquiry, including, without limitation, an inquiry related to an application for employment concerning the arrest, conviction, dismissal, or acquittal in the events and proceedings related to the arrest, conviction, dismissal, or acquittal. That's NRS 179.285 Subsection 1A.

So, in this case, that's exactly what happened. Fortunately, the District's representative complied at least with the sealing order in not referencing any arrest or conviction in the subsequent dismissal and sealing of those proceedings. But because District Exhibit 1, the Court's order vacating Arbitrator Cross' award references those things, they cannot be the basis for the termination of Mr. Edlund at this point and cannot be referenced by you, Madam Arbitrator, in your decision, hopefully reinstating Mr. Edlund's employment with the Washoe County School District as a special education teacher. Thank you.

(Hearing concluded at 12:10 p.m.)

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, CHRISTY Y. JOYCE, Nevada Certified Court Reporter Number 625, do hereby certify:

That I was present at the Washoe County School District Administrative Office, Reno, Nevada, on Thursday, the 20th day of August, 2020, for the purposes of reporting in verbatim stenotype notes the within-entitled arbitration;

That the foregoing transcript, consisting of pages 84 through 92, is a full, true, and correct transcript of said hearing.

Dated at Reno, Nevada, this 31st day of August, 2020.

CHRISTY Y. JOYCE, CCR #625

FILED
Electronically
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2020-12-16 02:57:57 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8208578 : csulezic

EXHIBIT 5

EXHIBIT 5

JOINT EXHIBIT INDEX – EDLUND, CAIDYN DISMISSAL
AUGUST 20, 2020
CATHERINE HARRIS, ESQ., ARBITRATOR

1. WEA Contract
2. NRS 391.750
3. NRS 202.265 (Possession of dangerous weapon on property or in vehicle of school or child care facility)
4. Administrative Regulation 4675 (Staff Responsibilities – Possession of a Weapon on School District Property Prohibited)
5. Edlund, Caidyn – New Employee Orientation checklist w/ signature
6. Notice of Administrative Leave With Pay Dated May 10, 2018
7. Notice of Investigatory Due Process Meeting and Right to Representation Dated September 20, 2018
8. Garrity Warning signed by Caidyn Edlund on September 28, 2018
9. Notice of Recommended Dismissal Dated October 23, 2018
10. Caidyn Edlund's Nevada Teaching License
11. Caidyn Edlund's WCSD performance evaluations
12. Caidyn Edlund's Nevada Concealed Firearm Permit
13. Photos of Galena High School parking lot entrances
14. Joint Stipulation of Facts
15. District Request for Information Dated May 18, 2020
16. Caidyn Edlund Interim Employment Documents

EXHIBIT 5.1

EXHIBIT 5.1

AGREEMENT

BETWEEN THE

WASHOE COUNTY SCHOOL DISTRICT

AND THE

WASHOE EDUCATION ASSOCIATION

2015-2019

Washoe County School District

WASHOE EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2015

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PREAMBLE

This Agreement is made and entered into by and between the Washoe County School District in the City of Reno, County of Washoe and State of Nevada and the Washoe Education Association.

WHEREAS, the Washoe County Board of Trustees in the City of Reno, County of Washoe, State of Nevada and the Washoe Education Association, the parties to this Agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the staff, and

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

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

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

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

NOW, THEREFORE IT IS AGREED:

ARTICLE 1
DEFINITIONS

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

1.2 The term "employees" as used in this Agreement shall refer to all licensed staff members on the teacher's salary schedule. Sections in this contract referring to a particular group of employees shall apply only to that group.

1.3 The term "School Trustees" as used in this Agreement shall mean the Board of Trustees of the Washoe County School District, and is the entity known as the Local Government employer in Chapter 288 Nevada Revised Statutes.

1.4 The term "Association" as used in this Agreement shall mean the Washoe Education Association, and is the entity known as the Employee Organization in Chapter 288 Nevada Revised Statutes.

1.5 The term "School District" as used in this Agreement shall mean the Washoe County School District.

1.6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Washoe County School District or his/her designated representative.

1.7 The term "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Board" and "Association" as such, each reserves the right to act hereunder by committee or designated representatives.

1.8 The term "School Year" shall be as defined in Nevada Revised Statutes 388.080 which states: "The public school year shall commence on the 1st day of July and shall end on the last contracted day of the school year."

1.9 The term "EMRB" means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.

1.10 The term "Agreement" refers to the name of this document being the "Professional Negotiation Agreement" between the Washoe County School District and the Washoe Education Association.

ARTICLE 2
RECOGNITION

2.1 The School Trustees have recognized the Association as the exclusive representative of all licensed personnel as defined in Article 1, and have received: (a) a copy of its constitution and bylaws, (b) a roster of its officers and representatives, (c) a pledge not to strike as required in Chapter 288 Nevada Revised Statutes, and a list of Association members certified by the Association. The Association, however, shall not include the following: The Superintendent, Associate Superintendents, other members of the administrative staff, principals, and vice-principals.

2.2 All rights and privileges granted to the Association, the recognized bargaining agent, under the terms and provisions of the Agreement shall be for the exclusive use of the negotiating unit subject to the exception of Section 288.140 Nevada Revised Statutes.

ARTICLE 3
METHODS USED FOR CLASSIFICATION OF BARGAINING UNIT EMPLOYEES

3.1 The District and the Association understands and agrees in the validity of upgrading professional standards. To assist in that endeavor, the parties agree to the establishment of a six (6) person committee to meet periodically to evaluate the current standards required for the existing classifications within the bargaining unit. The committee may have variable members to reflect the classification being reviewed, but in no event shall either side select more than three (3) members.

3.2 The Professional Standards Committee will meet for the purpose of reviewing the minimum qualifications required by the Nevada Department of Education.

3.3 Criteria will be developed for, but not limited to, the positions of Department Chairpersons, Librarians, Guidance Counselors and Athletic Coaches. Upon completion of the criteria, the same will be recommended for adoption by the Board of Trustees.

ARTICLE 4
NEGOTIATIONS

4.1 It is agreed that all proposals that may arise under this Agreement shall be negotiated (except as provided in the Term of Agreement, Article 35) as follows: (provided that nothing in this Agreement is to be construed to preclude the personal appearance of any employee on his/her own behalf before the School Trustees when it is meeting in formal session).

4.2 Requests for meeting may be made by either party directly to the other in writing. In the case of requests to the School Trustees, such requests will be made to the Superintendent or his/her designated representative with a copy being sent to the President of the School Trustees. In the case of requests to the Association, such requests shall be made to the President of the Association. As of the date of the receipt of such requests, the parties will meet within seven (7) calendar days at a mutually convenient meeting place and date. All such requests shall contain the reasons for the meeting requested. Written requests for meetings, conforming to this Agreement, shall be honored only from officers or designated representatives of the parties.

4.3 When the subject of negotiation requires the budgeting of money by the School Trustees, the Association may give notice on or before December 1, for all non-budget items. Budgetary items require notice on or before February 1, or the Friday before the 1st should February 1, fall on a non-scheduled workday.

4.4 The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement. On furtherance of this objective, it is recognized that either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in negotiations.

4.5 The School Trustees and the Association mutually agree to exchange information to assist in developing constructive proposals on behalf of students, employees, administrators, and the School District. Such information shall include complete and accurate financial reports and such items as ADA figures, sources of revenue, class size, and proposed salary schedules as available.

4.6 For their mutual assistance in successfully concluding negotiations, the parties, by mutual agreement, may appoint ad hoc study committees to do research, to study and develop projects, programs and reports, and to make findings and recommendations to the parties.

4.7 It is understood and agreed that all tentative agreements negotiated between the parties and subsequently ratified by the parties, shall be set down in writing.

4.8 Negotiation meetings shall normally be held during school hours, and the parties agree to continue into the evening whenever such continuation would appear to be efficient and fruitful. No more than four (4) members of the Association Negotiation Team shall be allowed release time without loss of pay on any given day, and substitutes shall be provided by the Association.

ARTICLE 5
MEDIATION AND FACT-FINDING

5.1 The parties agree to follow the provisions of NRS 288 concerning mediation and fact-finding unless other procedures are mutually agreed upon.

5.2 During mediation and fact-finding, members of the Association Negotiation Team shall be allowed release time on any given day without loss of pay, and substitutes, if required, shall be provided by the Association.

ARTICLE 6
DUES DEDUCTION

6.1 Upon appropriate written authorization from the employee, the School Trustees shall deduct from the salary of any employee, and make appropriate remittance, for WEA, NSEA, and NEA dues, and for up to three (3) additional plans or programs as provided by the Association.

6.2 The Association will certify to the School Trustees in writing the current rate of membership dues. The School Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

6.3 Deductions referred to in Section 6.1 above will be made in equal installments once each month during the year. The District will not be required to honor for any month's deduction authorizations that are delivered to it later than the tenth (10th) of the month prior to the distribution of the payroll from which the deductions are to be made. (2003)

6.4 No later than the tenth (10th) of every month, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues for the organizations named in Section 6.1 above. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the Association in writing between July 1 and July 15 (to be effective in the subsequent contract year). (2003)

6.5 Upon termination of any employee, the remaining amount of dues for the Association named in Section 6.1 above will be deducted from the final check.

ARTICLE 7
AGREEMENT FOR CONTINUOUS UNINTERRUPTED WORK FLOW

7.1 Both parties understand and agree on the importance of the uninterrupted flow of the education process. Because of the significance that is attached to the continuous flow of work, the parties hereby agree that nothing shall be done to reduce, slow, or in any way inhibit the flow of the District's business for the duration of the Agreement.

ARTICLE 8
FAIR PRACTICES

8.1 The Washoe County School Trustees and the Association agree that in accordance with the Civil Rights Act of 1964 as amended and other appropriate civil rights legislation, there shall be no discrimination in employment or promotional opportunity because of race, creed, color, age, sex, marital status, national origin, legal Association activity, or political belief or advocacy.

8.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, political belief or advocacy.

ARTICLE 9
EMPLOYER RIGHTS

9.1 The School Trustees and the Association share a joint concern that the membership of the Association shall continue to enjoy a professional status within the community at large. It is considered of paramount importance that the Association rejects those actions which would detract from the professional status of the Association membership.

9.2 The Association and the School Trustees jointly recognize and accept Chapter 288 Nevada Revised Statutes, otherwise known as the Local Government Employee-Management Relations Act, and its provisions and amendments as a guarantee of the professional status of the Association. Nothing in this Agreement is to be construed to deny the School Trustees the rights granted to it by the Statutes of the State of Nevada.

9.3 The District reserves the right, except as limited by this Agreement, to direct its employees, to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee; to relieve any employee from duty because of lack of work or for any other legitimate reason; to maintain the efficiency of its governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, as stated in Chapter 288, Nevada Revised Statutes.

ARTICLE 10
GENERAL SAVINGS AGREEMENT

10.1 In the event that any provision of this Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction or by the Employee Management Relations Board as specified in Section 288.130 Nevada Revised Statutes or invalidated by reason of any existing or subsequently enacted legislation, then such provision or application, shall be null and void, but all other provisions or applications will continue in full force and effect. The parties will meet no later than twenty (20) days after any such holding for the purpose of re-negotiating the provision or provisions affected. (2015)

ARTICLE 11
ADMINISTRATION OF AGREEMENT

11.1 The Superintendent or his/her designated representative shall meet with representatives of the Association as requested by either party to review specific matters of mutual concern regarding the administration of this Agreement. Resolution of problems before they become grievances shall be one of the purposes of such meetings. This Article is not intended to circumvent the grievance procedure.

11.2 Those schools with a plan for shared decision-making, which has been approved by the Washoe County School District Board of Trustees as per Administrative Regulation 6000, may apply for variance of the negotiated agreement. The request for a variance must be submitted to the Superintendent and to the Association Board of Directors for approval by May 1 preceding the school year in which the requested variance will take effect. All requests for variance must state the specific article of the agreement and explain what the school is considering that might violate this provision of the agreement. The request must also state the period of time for which the variance is needed. A variance may be granted for no more than one (1) year at a time. Schools wishing to renew the variance must reapply by May 1.

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

ARTICLE 12
GRIEVANCE AND COMPLAINT PROCEDURE

12.1 DEFINITIONS

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

12.1.2 An "aggrieved person" is a teacher, a group of teachers, or the Association, asserting a grievance.

12.1.3 A "party in interest" is any person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.

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

12.2 PURPOSES

12.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.

12.2.2 Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

12.3 STRUCTURE

12.3.1 The Association shall designate a Grievance Representative for each school chosen from the staff of that school in such manner as may be directed by the Association.

12.3.2 A formal written grievance will be submitted on the Grievance Form. All written responses to the grievance will be submitted on the Grievance Form. Additional sheets may be attached to the Grievance Form as needed. A copy of the Grievance Form is attached to the Agreement. (2013)

12.4 TIME LIMITS

12.4.1 As a courtesy to all parties involved, the grievant and the District (principal, supervisor, administrator, Area Superintendent, and Human Resources) will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or principal *et. al.* will be present.

12.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

12.4.3 If an employee does not file a grievance in writing as provided herein within fifteen (15) days after the employee knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

12.5 PROCEDURES

12.5.1 LEVEL ONE - SCHOOL PRINCIPAL

12.5.1.1 If an employee feels that he/she has a grievance, he/she shall first discuss the matter informally with his/her principal, supervisor, or an administrator to whom he/she is directly responsible and may request the presence of that school's Grievance Representative, another faculty member, or another member of the bargaining unit. The administrator shall be informed as to the nature of the problem, in writing, prior to this meeting being established.

12.5.1.2 If an aggrieved employee is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claims as a formal grievance in writing to his/her principal, to the Association, to the appropriate Area Superintendent, and to Human Resources. Prior to submitting the formal grievance, the employee shall advise the principal, supervisor or administrator of his/her decision to file. The written grievance must include the specific article(s) in question.

12.5.1.3 The principal shall within five (5) days render his/her decision and the reasons therefore in writing on the prescribed form to the aggrieved, with a copy to the Association, the appropriate Area Superintendent, and to Human Resources.

12.5.2 LEVEL TWO - CENTRAL ADMINISTRATION

12.5.2.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, the aggrieved may file the grievance within ten (10) days with the appropriate Area Superintendent, and Human Resources. (2015)

12.5.2.2 The Area Superintendent shall within ten (10) days after receipt of the written request, seek to resolve the matter through meeting with the grievant and his/her representative if so requested by the grievant or the District.

12.5.2.3 Notification of Level Two grievance hearings shall be delivered to the grievant's location at least two (2) days prior to the meeting with a copy sent to the Association.

12.5.3 LEVEL THREE - SUPERINTENDENT OF SCHOOLS

12.5.3.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after receipt of the grievance in writing by the Area Superintendent at Level Two, the aggrieved has five (5) days to file the written grievance with Human Resources.

12.5.3.2 Within eight (8) days after receipt of the grievance by Human Resources, the Superintendent or his/her representative shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party, a full transcript of the Level Three hearing shall be kept. The cost of such transcript shall be equally shared by both parties. The Superintendent shall within five (5) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved person, the principal, supervisor, or appropriate administrator, Area Superintendent and the Association.

12.5.3.3 Notification of Level Three grievance hearings shall be delivered to the grievant's location at least two (2) days prior to the meeting, with a copy sent to the Association.

12.5.3.4 Representatives of the Association may attend and participate in any meeting of the Superintendent and the aggrieved, unless explicitly excluded by the aggrieved, in relation to any grievance presented to the Superintendent under this Agreement. In the event representatives have been excluded by the aggrieved, the Superintendent shall confer with Association representatives prior to the issuance of his/her decision.

12.5.4 LEVEL FOUR - ARBITRATION

12.5.4.1 If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) days of the Superintendent's decision, notify the Superintendent in writing that the Association wishes to take the grievance to arbitration.

12.5.4.2 Within five (5) days after written notice of submission to arbitration, the parties shall jointly request the American Arbitration Association (AAA) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the District each striking one (1) name from the list in turn until one (1) name remains. The order of striking shall be determined by coin toss with the winner of the coin toss making the decision on who will initially strike the first name. The final selection of the arbitrator shall be made within five (5) days following receipt of the list of arbitrators. The arbitrator will be notified by the parties within five (5) days of the selection of the arbitrator. (2015)

12.5.4.3 The arbitrator so selected shall confer promptly with representatives of the Superintendent and the Association, shall review the record of prior hearings with the aggrieved and such other parties in interest he/she shall deem requisite, and, unless extended by mutual agreement, shall issue his/her report not later than thirty (30) days from the date of the close of the hearing.

12.5.4.4 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:

A written copy of the grievance, the name of the grievant(s) to include the work site and the name of the grievant's appropriate administrator;

An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings; and

A written copy of the resolution of the grievance or arbitration.

12.5.4.5 No precedent shall be set between the District and the Association as a result of a grievance filed by an individual, independently of the Association, unless the Association submits the matter to Level Four, Arbitration.

12.5.4.6 The right to individually process a grievance is permissible provided it does not violate any provision of Chapter 288 of NRS.

12.5.4.7 The parties agree that the Association is not financially responsible for the costs of an arbitration matter pursuant to Article 12 when the Association does not represent an employee or employees in arbitration. (2011)

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

12.5.4.9 The arbitrator's decision shall be submitted in writing to the aggrieved, the Superintendent, and the Association only, and shall set forth his/her findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 12.5.4.6 and shall be consistent with the law and with the terms of this Agreement.

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

12.5.4.11 At the next meeting of the Board of Trustees, the decision of the arbitrator and any other information shall be presented to the Board of Trustees for consideration and both parties shall have the opportunity to present their positions before the Board of Trustees take final action on the grievance.

12.5.4.12 A record of decisions shall be maintained by the School District and the Association and each decision may be a precedent for future interpretation of the Articles of this Agreement.

12.5.4.13 The costs of services of the arbitrator shall be shared equally by the Association and the School Trustees.

12.6 RIGHTS OF EMPLOYEES TO PARTICIPATION

12.6.1 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.

12.6.2 Any party in interest may be represented at any level of the formal grievance procedure by a person of his/her own choosing except at Level One. If an employee is called as a witness during regular school hours, such employee shall do so without loss of pay. The party calling the witness shall be responsible for the payment of the substitute's salary for the witness, if required. The term "party" shall mean the Washoe County School District or the Washoe Education Association.

12.7 MISCELLANEOUS

12.7.1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to Human Resources and the Superintendent directly and the processing of such grievance shall begin at Level Three. However, the Superintendent shall have an additional five (5) days, or a total of ten (10) days, within which to issue his/her decision. If a decision for a grievance filed initially at Level Three has not been given after twenty-five (25) days from the date filed, the aggrieved may notify Human Resources and the Superintendent in writing that the grievance will be taken to arbitration.

12.7.2 Decisions rendered at all levels of the formal grievance procedure shall be in writing on, or attached to, the appropriate form, and shall set forth the decisions and reasons therefore.

12.7.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

12.7.4 Forms for filing and processing grievances and other necessary documents, as approved in this Agreement, shall be prepared by the School District and made available through building principals, supervisors, and School Grievance Representatives. Grievance forms presently in use in the District shall be continued until revised forms are mutually agreed upon.

12.7.5 A grievance may be withdrawn at any level by the aggrieved without prejudice.

12.7.6 The sole remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure, provided, however, that nothing contained herein shall deprive any party of any legal right.

12.7.7 Any and all time limitations as set forth in this section may be extended upon agreement of the parties.

12.8 COMPLAINT PROCEDURE

12.8.1 The policies and administrative regulations have been established by the School Trustees to help carry out their responsibilities. Both parties agree that policies and administrative regulations are not a part of this Agreement and, as such, are completely outside the scope of this Agreement.

12.8.2 The parties hereby recognize the existence of District policies and regulations (to which the employees covered by the Agreement are bound, which are subject to change by the School Trustees and shall relate to subject matter not covered by the provisions of this Agreement).

12.8.3 The parties agree that any dispute arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed in accordance with the following:

12.8.3.1 As a courtesy to all parties involved, the complainant and the District (principal, supervisor, administrator, Area Superintendent, Human Resources) will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the grievant or principal et.al. will be present.

12.8.3.2 The Complainant shall have the right to be represented by a person of his/her choosing except as restricted in 12.5.1.1.

12.8.3.3 All disagreements should be taken up in the first instance with the principal, supervisor or administrator. Every reasonable effort will be made to resolve any complaint by an employee or employees through a meeting with the principal, appropriate supervisor, or administrator. The employee may request the presence of a faculty member or another member of the bargaining unit at the meeting.

12.8.3.4 In case a satisfactory solution is not reached, an employee may file a formal complaint on the appropriate form. Prior to submitting the complaint, the employee will notify the administrator of his/her decision to file. The complaint shall state the nature of the complaint including the specific policy, regulation or other appropriate procedure, practice or subject which is the basis for the complaint. The complaint shall be distributed to the principal/supervisor and the appropriate Area Superintendent and Human Resources.

12.8.3.5 A meeting with the appropriate Area Superintendent shall be established within ten (10) days of receipt of the request. The Area Superintendent shall respond in writing to the complaint within ten (10) days of the date of the meeting. Once the written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level.

12.8.3.6 If a satisfactory resolution is not reached at this level, the complainant may notify Human Resources that he/she wishes to appeal the Area Superintendent's response to the Superintendent or her/his designee and a meeting will be established for that purpose. A meeting with the Superintendent or her/his designee shall be established within ten (10) days of receipt of the request. The Superintendent or her/his designee shall respond in writing to the complaint within ten (10) days of the date of the meeting. Once the written proposed resolution to the complaint is presented, the complainant has five (5) days to respond or the complaint is settled at this level. (2015)

12.8.3.7 In the event that either party is not satisfied with the disposition of the complaint, at the Superintendent's Level, or if no decision has been rendered within twenty-one (21) days after the meeting with the Area Superintendent, the complainant may notify the Superintendent in writing that he/she wishes to take the complaint to the School Trustees.

12.8.3.8 The School Trustees shall then,, request the parties to appear at a hearing during a regular meeting within thirty (30) days. The complainant and the administration shall be represented by one individual. If either party deems witnesses are appropriate they shall advise the other party at least four (4) days prior to the meeting. All material and evidence shall then be presented to the School Trustees for their examination. The decision of the School Trustees shall be made by the next regular meeting after examination of the facts. The decision of the Trustees shall be final. (2015)

ARTICLE 13
EMPLOYEE PROTECTION

13.1 The School Trustees will provide assistance for any employee who is sued for assault or other alleged incidents which occur in the pursuit of his/her duties and acting within the limits of his/her assigned responsibility.

13.2 Employees shall immediately report cases of assault either suffered by them or for which they may be responsible and which occurred in connection with their employment. No formal action shall be taken against an employee upon any complaint directed toward an employee unless such matter is promptly reported to the employee concerned. No formal action shall be taken on such a complaint unless such matter is reported in writing to the employee concerned. With mutual approval among principal or supervisor, employee and parent, the employee shall have the right to be present during conferences at a time mutually agreed upon, if that conference concerns the above actions.

13.3 An employee, while acting within the course of his/her duties as such, may use such force as is reasonable and necessary to protect himself/herself or others or property; or to quell a disturbance threatening physical injury; or to obtain possession of weapons or other dangerous objects upon the person of or within the control of the pupil.

13.4 The District shall inform each licensed employee of the District who may have consistent contact with a pupil if that pupil has, within the preceding three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person.

13.4.1 Information will also be available to other licensed employees in the school upon request on a need-to-know basis.

13.4.2 The District shall provide this information based upon any written records that the District maintains or which it receives from a law enforcement agency. The District need not initiate a request for such information from any source.

13.4.3 A school District and the members of its board of trustees are not liable for failure strictly to comply with this section if a good faith effort to comply is made.

13.4.4 Any information received by an employee pursuant to this section is confidential and must not be further disseminated by the employee.

13.5 No employee shall be discriminated against because of his/her activity with the Association.

ARTICLE 14
SAFETY

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

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

14.3 No employee shall be required to search rooms, lockers or other areas of a school facility for possible hazardous material.

14.4 The District and the Association shall establish a committee of three (3) administrators and three (3) employees. The purpose of this committee will be to develop guidelines for the productive use of professional time in the event of a school closure which does not require the release of the staff.

ARTICLE 15
USE OF FACILITIES

15.1 The Association shall have the exclusive right to use school mail boxes and the interschool mail service and faculty bulletin boards for organizational material, provided that all such material is signed by an Association officer or is clearly identified as Association material and the Association accepts the responsibility for such material. Copies of all such material shall be given to the building principal. Individual employees will not be prohibited from judicious use of the school mail service and faculty bulletin board.

15.2 The Association shall be allowed the use of school buildings for Association meetings during regular school days so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific educational activities, shall not disturb an employee while teaching and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of buildings on other than school days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from Association use shall be paid by the Association.

ARTICLE 16
EMPLOYEE FACILITIES

16.1 The parties recognize that the availability of functional school facilities for both students and employees is desirable to ensure the high quality of education that is the goal of both employees and the School Trustees. They recognize further that facilities should be designed to meet the needs of the educational program.

16.2 The Administration shall make every reasonable effort to improve existing school and staff facilities within the limits of available resources. Security of employees' personal belongings will be given top priority.

16.2.1 Employees' personal property shall be covered in event of loss due to fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft or water damage.

16.2.2 The maximum amount of coverage for any one employee's personal items is $500 per occurrence.

16.2.3 The employee's personal property must be itemized with the principal's office on the form provided.

16.2.4 The District's coverage applies to the property losses not covered by the employee's homeowner or tenant property insurance policy. The District's coverage would also apply towards the employee's deductible up to the maximum of $500.

16.2.5 The personal property must provide essential support to the employee's scope of work as determined by the school principal and must be listed on the "Declaration Form" required.

16.2.6 The school principal must maintain a "Declaration Form" itemizing the employee's personal items and corresponding business use to authorize coverage.

16.2.7 Personal property "Declaration Forms" must be completed each school year, with a review being completed and signed by the principal in the second semester or as the status of the personal property changes, in order for coverage to be in effect.

16.2.8 Items not listed on the "Declaration Form" for the current school semester will be considered as non-business in their use and will not be covered by the District.

16.3 A Facility Committee shall be established annually to review existing facilities and plans for future facilities. The Committee shall consist of three (3) Administration members and three (3) members selected by the Association. This Committee shall meet a minimum of four (4) times during the contracted year. The Committee's duties shall consist of recommending to the School Trustees consideration for future priorities for renovation, replacement, or remodeling of existing facilities.

16.4 A teacher work area shall be provided in each school containing equipment and supplies to aid in the preparation of instructional materials. A serviceable desk, which can be locked, and chair shall be provided for each teacher.

16.5 Every reasonable effort shall be given to providing space in each classroom in which teachers may safely store instructional materials and supplies, a locked space in each classroom in which teachers may store personal belongings, and an appropriately furnished room to be used as a faculty lounge equipped with a telephone which ensures privacy of conversation, conveniently located teachers' restrooms, separate for each sex or a teachers' unisex or gender neutral restroom, and separate from the students' restrooms, adequate and separate lunchroom facilities for the use of the staff, a communications system allowing teachers to call the main office from their classrooms, and paved parking lots. (2015)

16.6 Upon prior request to the principal, every reasonable effort shall be made to provide access for the teacher to his/her classroom at reasonable times during non-school hours. To the extent feasible, access to teacher work areas shall also be provided. However, if in the opinion of the principal abuses have occurred, he/she may discontinue or restrict access to work areas and classrooms of any teacher(s) who in his/her opinion has abused such privilege.

ARTICLE 17
WORK YEAR

17.1 During the work days at the beginning of the year, the equivalent of one day (7.5 hrs.) will be reserved exclusively for teachers to spend time in their classrooms with no District/building meetings or mandated in-services being held. (1998)

17.2 The total number of working days for all new employees during a traditional or single-track year round school year shall be 187. For multi-track year round schools, new employees shall work 177 days. The total number of days for returning employees shall be 185 for traditional or single-track year round schools. For multi-track year round schools, returning employees shall work 175 days. (2001)

17.3 Christmas vacation shall be no less than ten (10) continuous school days in length exclusive of the work year.

17.4 Spring vacation shall be no less than five (5) continuous school days in length exclusive of the work year.

17.5 Employees who worked less than one half the days of the previous contract year will be considered new employees for purposes of Article 17.2.

ARTICLE 18
HOURS

18.1 Secondary teachers shall be required to report no earlier than fifteen (15) minutes before the start of the employee's first scheduled class period (including preparation periods). Nurses will report to work at 8:00 A.M. Elementary teachers shall have a seven (7) hour contract day, in recognition of the fact that they do not have a preparation period during the instructional day. Elementary teachers (and itinerant educators assigned to elementary schools) shall report to school no more than thirty (30) minutes before the start of the instructional day. The elementary duty day shall conclude no more than thirty minutes after the instructional day (with the exception of multi-track year round). Any deviation from the instructional day must be included in the School Improvement Plan and approved by the Superintendent of Elementary Education. To allow for greater access for parental contact, no duty shall be assigned prior to fifteen (15) minutes before the instructional day, except with the consent of the teacher. Faculty meetings may commence earlier than fifteen (15) minutes prior to the start of school based on a 2/3's vote of the entire faculty. (2003)

18.2 Employees may be required to remain after completion of the school day without additional compensation within the following limits:

18.2.1 When it is necessary to remain longer to attend general faculty meetings and special meetings when called by the Superintendent, the school principal, or other administrative officers. This includes the parent open house and graduation exercises. Teachers will be dismissed no later than 15 minutes after the end of the student day on these two occasions. All duties at graduation exercises shall be filled by volunteers. Should an administrator believe that he/she doesn't have a sufficient number of volunteers, duties shall be assigned on a rotating basis.

18.2.2 Employees are expected to be available to parents for scheduled consultations after completion of the regular school day. The responsibility of the employee to be available for conferences with parents is recognized as an employee's professional responsibility and shall be encouraged by the Association. Every reasonable effort shall be made to schedule parent conferences at least twenty-four (24) hours in advance except in emergency situations.

18.2.3 The principal shall have the authority to permit divergence by employees from the regular school day.

18.2.4 Employees shall continue the tradition of voluntary participation in parent-teacher activities.

18.2.5 Employees shall be available for duties at school social activities and athletic events.

18.2.6 Employees shall be available for duties in the event of an emergency.

18.3 The principal, working with his/her staff or a committee elected by the staff, shall determine and assign such duties as bus, yard, hall, and other extracurricular assignments. These duties shall be considered as part of the professional responsibility of the employee.

18.3.1 The District will provide each elementary school with resources to reduce teachers' non-instruction duties.

18.4 Employees shall have a duty free lunch period of not less than thirty (30) minutes without interruption except when emergencies and/or scheduled special events make it necessary to alter an employee's assignment. Employees shall notify the principal/ supervisor or his/her representative before leaving school grounds. Such notification will include the time of departure and return if before the end of the work day.

18.5 Travel time of any employee required to travel between schools (but not between the home or point of origin and the school and/or the return) shall be considered as part of such employee's work day.

18.6 Secondary teachers who agree to substitute during their preparation periods at the request of the school administration shall earn compensatory time off or pay.

18.6.1 The building administrator responsible for this program shall maintain an alphabetical listing by periods of teachers participating in this program. The program should rotate equitably through this alphabetical list.

18.6.2 Teachers may be requested to substitute:

1. when the absent teacher is involved in a school or District-related activity;

2. when the absent teacher is on an approved leave covered by this agreement and a substitute would be required;

3. when the absent teacher needs time off for a reason approved by school administration.

18.6.3 Compensatory time will be earned at the rate of one (1) period for each period covered.

18.6.4 With reasonable notice and prior approval by the school administration, a teacher may take no more than two (2) days of compensatory time off during the school year. Teachers who elect to use compensatory time off on a single period basis will not have this time count as time used on the two (2) day limit. (This change is effective upon ratification of the 2015-2019 agreement.)

18.6.5 Compensatory time must be earned before used. The number of periods earned may be used by the teacher on a period, one-half, or full-day basis. One (1) day equals the number of periods teachers are required to teach each day in that particular school. One-half day equals three (3) periods.

18.6.6 At the end of each school year, any teacher having time accrued shall be compensated for the time earned at $30.00 per hour. Any teacher may elect to carry over no more than one (1) day of comp time to be used in the next school year. (This change becomes effective July 1, 2016.) Teachers will be compensated for actual time they have worked. Time worked shall be calculated in 30 minute block increments. (2015)

18.6.7 All hourly pay shall be paid at $30.00 per hour. (2007)

18.6.8 A school nurse who must provide 24-hour, complex, continuous nursing management of students on overnight field trips shall be paid his/her daily or hourly rate of pay for each separate hour of 7 ½ hour shift worked-daytime, evening and night duty in addition to mileage and transportation costs.

All other hourly pay for school nurses shall be paid at $30.00 per hour.

The Director of Student Health Services will first attempt to assign a willing and qualified school nurse(s) to accompany the student for the duration of the field trip. If none of the qualified school nurses on the staff are willing, the Director will assign "field trip duty" to qualified school nurses on the staff on a rotating basis.

18.7 SUBSTITUTE ABSENCES

18.7.1 In situations where elementary teachers are assigned to substitute for another teacher (when substitutes are unavailable) the value of the cost of the substitute will be placed in the school fund. In a situation where, in a team, a substitute is requested for an absent team member and none is available, the value of a substitute pay will be placed in the school fund. The allocation of the money will be for use in the classroom of the teacher being requested to substitute. In team situations no more than the value of one substitute may be allocated to that classroom. (1999)

18.8 When teachers are required to attend an IEP meeting, every reasonable effort will be made to limit the time a teacher is required to work beyond the end of the teacher's work day. (2013)

ARTICLE 19
PREPARATION TIME

19.1 The District will make every reasonable effort to continue to provide at least forty-five (45) minutes per 7-1/2 hour work day to be used by teachers for classroom preparation. To the extent feasible the principal, assisted by the appropriate Assistant Superintendent, shall attempt to develop schedules which will permit the forty-five (45) minutes of preparation time to be continuous. If, however, in the opinion of the principal, such schedules are not feasible, the preparation time may be non-continuous. Preparation time may be scheduled before, during or after the student's day.

19.2 Preparation times may also be used for other duties such as playground, hall, etc., for staff meetings and parent-teacher conferences as the principal directs.

19.3 ELEMENTARY SCHOOL

When a special subject area teacher is in charge of an elementary school teacher's class, the regular teacher may leave the classroom and use that time as a preparation period.

19.4 MIDDLE SCHOOL

The District shall continue with its present practice to provide preparation time during the student's day in the schools where that system is currently in operation. The principal shall form a committee to assist in developing a schedule. The schedule shall be presented to the faculty prior to the close of the school year for implementation in the subsequent school year.

19.5 HIGH SCHOOL

The District shall continue with its current practices to provide a continuous, uninterrupted preparation period during the school day.

19.6 In case of emergency, the teacher may be assigned other duties during his/her preparation period.

19.7 An employee who accepts an assignment for an extended period of time to teach during his/her prep period will be compensated at the hourly rate of $30. (2003)

19.8 Every reasonable effort will be made to schedule at least 90 minutes during the contract work week wherein elementary school (K-6) special education classroom/resource teachers can work on IEP planning and implementation in order to fulfill their responsibilities under both federal and state law.

The District Student Support Services. Special Education Area Administrators (SEAAs) are committed to work with and assist the administrative and teacher staff at their assigned elementary schools to identify schedules that need improvement in order to facilitate special education teachers in those schools getting the time as described in the immediately preceding paragraph. (2014)

ARTICLE 20
SICK LEAVE AND DISABILITY BENEFITS

20.1 SICK LEAVE

20.1.1 Each employee shall be credited with fifteen (15) days of sick leave at the beginning of each school year. Accumulation shall be unlimited.

20.1.2 Upon separation, employees with at least ten (10) years of continuous service in the District shall be entitled to payment for accumulated sick leave in accordance with Washoe County School District Regulation 4142.1. Regulation 4142.1 shall not be incorporated into this Agreement by references and thus shall not be subject to the grievance procedure.

1. For purposes of this article, "separated" shall mean retired, resigned or deceased.

2. Tax monies available for this compensation shall be determined by a tax rate limitation of 0.01333333 of the budgeted General Fund property tax revenues.

3. The rate of pay shall be as follows: 25% of the days of accumulated sick leave, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.

4. Checks for said unused sick leave will be distributed to the employee or his/her estate in July. (2003)

20.1.3 The principal shall, upon request from an employee, make available to that employee within a reasonable period of time, the employee's accumulated sick leave as of a certain date.

20.1.4 The full fifteen (15) days of sick leave are not earned until the employee has completed the entire school year. If the employee leaves the system before all of his/her sick leave is earned, and fifteen (15) days of leave have been used, then a payroll deduction will be made for the unearned portion of the used sick leave.

20.1.5 In determining the approximate proportional amount of sick leave earned by employees who work less than a 185 day school year the following formula shall be used:

$$\frac{\text{Contracted Days} \times 15 \text{ days sick leave}}{185} = \text{sick leave days earned}$$

Example: An employee who is contracted to teach beginning in October for 152 days will accrue:

$$\frac{152}{185} \times 15 = 12.32 \text{ days sick leave}$$

20.1.6 Sick leave is to be used only if the employee is unable to perform his/her duties. If, in the opinion of the site level supervisor and the Assistant Superintendent, Human Resources reasonable cause exists, verification of the employee's illness or disability may be required in order to charge any portion of the absence to sick leave. Verification of the employee's fitness to return to work may be required. (1999)

20.1.7 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused by or attributed to pregnancy, miscarriage, childbirth, or recovery therefrom, an employee may have the option of charging such period of disability to her accrued sick leave.

20.1.8 The District may require an independent medical examination of the employee at the District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District and to the employee. Independent medical examinations are to be required judiciously.

20.1.9 Leave with pay, taken from accumulated sick leave, for an operation shall be allowed provided the attending physician certifies that the operation should not be postponed. Verification from the attending physician may be required.

20.1.10 An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed each year by the Superintendent upon written request of the employee.

20.2 SICK LEAVE BANK

20.2.1 Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank (Bank) by voluntarily contributing one sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have long-term illness or disabilities and who have exhausted their sick leave accumulation.

20.2.2 The Sick Leave Bank will be operated by the Association according to written procedures and rules developed by the Association and provided to the Assistant Superintendent, Human Resources and the Superintendent annually. (1999)

Human Resources shall receive and process all requests from employees to contribute a day to the Bank.

20.2.3 Responsibility for determining who shall receive days from the Bank rests exclusively with the Association.

The Association holds the District harmless in the event of any action by an employee relative to the use of the Bank.

20.2.4 Annually the Human Resources Division shall provide to the Association a Sick Leave Bank Report of Usage to include:

1. The total number of days used, per employee;

2. the total number of days in the Bank at the beginning of the year; and

3. the total number of days remaining in the Bank.

The Association shall be afforded thirty (30) days, upon receipt of this report, in which to make corrections and return the corrected report to the Human Resources Division.

Annually no later than June 30th, the Association shall provide the Human Resources Division a Bank Report of Usage which shall include:

1. the total number of employees who applied for days from the Bank including those who were declined days and those who used the Bank more than once during the year.

20.2.4.1 Participation in the Sick Leave Bank

20.2.4.1.1 At the beginning of each school year, there will be a five-week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five weeks of its mailing.

20.2.4.2 Receiving Days from the Sick Leave Bank

20.2.4.2.1 Only individuals who have contributed to the bank are eligible for benefits.

20.2.4.2.3 The maximum accumulated number of days which any one person can be granted from the bank during his/her period of employment with the District is one hundred ninety (190) days. A person is limited to seventy-five (75) days per illness, per year. (2015)

20.2.4.3 Limits on Bank Usage

20.2.4.3.1 The maximum number of days which can be utilized from the Sick Leave Bank is limited to the number of days in the Bank.. (2015)

20.2.4.3.2 At the beginning of each school year, there will be a five week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned within five weeks of its mailing.

20.2.4.3.3 The maximum that anyone can contribute to the Sick Leave Bank at any one time is one sick leave day.

20.2.4.3.4 At the end of each school year, all days in the bank will be carried over to the next school year.

20.3 BEREAVEMENT LEAVE

20.3.1 In the event of a death in the immediate family, employees may be granted up to ten (10) days sick leave per occurrence. An additional two (2) days, with substitute deduction, may be granted per occurrence. In the event of the death of a close personal friend, up to five (5) days of sick leave per occurrence may be granted.

20.3.2 Immediate family shall mean: spouse, children, grandchildren, parents, stepparents, parents-in-law, grandparents, grandchildren, sisters, brothers, sisters- and brothers-in-law, sons- and daughters-in-law, half brothers, half sisters, aunts and uncles. Request for extension of this leave shall be directed to the Superintendent. A copy of the death certificate or obituary notice may be required.

20.4 FAMILY ILLNESS LEAVE

20.4.1 In the event of an accident or critical illness within the immediate family a bargaining unit member may use his/her accrued sick leave days in order to provide emotional or physical support for the immediate family member.

20.4.2 Immediate family is defined as: Spouse, children; and parents, sisters, brothers, parents-in-law, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, and any person living in the immediate household of the employee. Verification of the illness from the attending physician may be required. (2007)

20.4.3 A bargaining unit member may use up to 10 days of his/her accrued sick leave for family illness leave even when the event is not an accident or critical illness a described above. (2007)

ARTICLE 21
TEMPORARY LEAVES OF ABSENCE

21.1 VISITATION LEAVE

Upon written request to the principal/supervisor, and with the approval of an Area Superintendent or the Assistant Superintendent, Human Resources, employees may be granted professional leave to visit other schools for the purpose of observing methods of discipline, class organization, methods of instruction, experimental programs, or other activities related to education/health services. No deduction from salary shall be made for approved visits of this type. (2001)

21.2 COMMUNITY SERVICE LEAVE

Leave of absence not to exceed five (5) days in any school year may be granted upon written application in advance for participation in civic or community activities. Such activities shall include, but not be limited to, service clubs, religious observances, charitable organizations, and political parties. Upon approval of such request by the Assistant Superintendent, Human Resources, salary deduction shall be limited to the substitute's pay for each day of such absences. (2001)

Community service leave shall not be requested during the first two (2) or last two (2) weeks of the school year, except in extenuating circumstances.

21.3 MILITARY LEAVE

Employees who must serve under orders in military programs shall have no loss of salary from the School District for participation in such programs for up to thirty (30) school days per school year. Notice of such orders must be provided to the employee's principal/supervisor with copies to Human Resources. (2001)

21.4 UNFORESEEN CIRCUMSTANCES LEAVE

Upon approval by the principal/supervisor, leave may be granted when unforeseen circumstances prevent an employee from exercising his/her duties. Salary deduction shall be limited to the substitute's pay. Unforeseen circumstances shall mean such occurrences as cannot reasonably be foreseen under normal circumstances.

21.5 PROFESSIONAL LEAVE

21.5.1 With the approval of principal/supervisor, leave will be granted for the purpose of attending professional meetings, conferences, assemblies and conventions, with no deduction from salary if it is thought that such attendance will render an educational service of value to the District. If the request for professional leave is denied, the principal/supervisor must place in writing the reasons for the denial within five (5) working days of the request. If the employee is not satisfied with the reasons for the denial, then the employee may file a grievance at Level II. Upon approval of the Assistant Superintendent, Human Resources, per diem and/or travel may be provided by the District. (2001)

21.5.2 Such leave shall not be requested during the first two (2) or last two (2) weeks of the school year except in extenuating circumstances.

21.6 PERSONAL BUSINESS LEAVE

Upon reasonable prior notification to the principal/supervisor, three (3) days of personal business leave shall be granted each year, two (2) to be deducted from accumulated sick leave and the other with substitute's pay deduction at the prevailing rate provided the personal business indicated cannot be taken care of outside of school time and when the personal business is such that it will not reflect adversely on the District.

This leave shall not be granted during the first and last weeks of school unless approved by the principal/supervisor. This leave, however, may be used during the last week of school should the teacher be enrolled in a class to be used for professional growth.

21.7 ADOPTION LEAVE (SHORT-TERM)

Upon reasonable prior notification to the principal/supervisor and documentation, if requested, one (1) parent who is adopting an infant shall be permitted to use up to three (3) weeks of accumulated sick leave for adoption leave. Additional leave may be granted without pay. In the event that both parents are certified employees of the District, a total of three (3) weeks of accumulated sick leave may be granted. (1998)

21.8 PERSONAL LEAVE

Upon reasonable prior notification to the principal/supervisor, two (2) days of personal leave shall be granted each school year; one (1) day of personal leave with pay, and one (1) day deducted from accumulated sick leave. (1998)

No more than 15% of a school's staff or the District-wide nursing staff shall be on personal leave on the same day. This leave shall not be granted during the first and last weeks of school unless approved by the principal/supervisor. This leave, however, may be used during the last week of school should the teacher be enrolled in a class to be used for professional growth.

21.9 ABSENCE WITHOUT AUTHORIZATION

21.9.1 Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive school days constitutes an abandonment of position and may be treated by the Board of Trustees as a resignation and the provisions of the Professional Practices Act shall not apply.

21.9.2 If the employee is unable to contact the District to request a leave of absence during the three (3) day period, such absence shall not constitute an abandonment of position.

21.10 JURY LEAVE

An employee who serves as a member of a jury shall not have a loss in pay due to such service. However, any jury pay received by the teacher shall be turned in to the Business and Finance Department. Notice of such jury duty must be provided to the employee's principal/supervisor. (2001)

21.11 SCHOOL BUSINESS LEAVE

21.11.1 With the approval of the principal/supervisor, employees shall be excused from their regular duties in order to organize or participate in events which provide educational service to the School District. School business leave that is denied by the principal/supervisor may be submitted to the Assistant Superintendent, Human Resources for a final determination as to approval or denial of leave. (2001)

21.11.2 School Business shall include, but not be limited to, District wide or school committee service, curriculum, text and assessment development and review, and evaluation of programs for school improvement. (2001)

21.12 PUBLIC OFFICES LEAVE

Any employee who is elected to public office or appointed to a public committee or commission may request from the Assistant Superintendent, Human Resources, a leave of absence without pay in order to discharge the duties of the office.

21.13 NATIONAL BOARD CERTIFIED LEAVE

A teacher, counselor, or speech pathologist, or school library media specialist who, in accordance with Article 24, Section 24.4.2, is preparing for the National Board Certification will be afforded three (3) days paid leave. (2007)

ARTICLE 22
EXTENDED LEAVES OF ABSENCE

22.1 LEAVES WITHOUT PAY

22.1.1 Upon submission of the proper leave of absence form to the Human Resources Division, any post-probationary employee may request, upon showing good and sufficient reasons, a leave of absence without pay for one (1) year or more. Such leaves are subject to the approval of the Area Superintendent or Assistant Superintendent, Human Resources upon notification of the principal/supervisor. Leaves of less than one (1) year may be approved by the Area Superintendent or Assistant Superintendent, Human Resources. Applications for leaves

of absence shall be submitted no later than April 1. In extenuating circumstances, applications submitted after April 1 may be approved by the Area Superintendent or Assistant Superintendent, Human Resources. (2007)

22.1.2 Written notice must be filed with the Human Resources Division by March 1 of the year in which leave is effective, stating whether or not the employee plans to return. Failure to give such notice will automatically forfeit the right of the employee to return. The Area Superintendent or Assistant Superintendent, Human Resources may, at his/her discretion, approve the leave for an additional period of up to twelve (12) calendar months if unusual or extenuating circumstances are demonstrated. (2001)

22.1.3 The request to extend the leave of absence must be made not later than March 1 of the year in which the leave is effective. After March 1, in cases of extreme emergency, a leave may be extended with approval of the Area Superintendent or Assistant Superintendent, Human Resources. (2001)

22.1.4 Employees granted a leave of absence will return to duty at the same status on the salary schedule, unless the employee has qualified for advancement, as shown at the date leave was granted. He/she shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted. Upon return from a leave of absence of one (1) year or less, every effort shall be made to place the returning employee in the same building, grade or position. (2001)

22.1.5 Should a leave of absence extend beyond one (1) year, the employee's position at the site may be filled with a standard contract. While every effort shall be made to place the returning employee in the same building, grade or position, if this is not possible, the employee shall be entitled, upon return from the leave, to a position for which he/she is qualified to teach. The employee shall have the opportunity to transfer, and if that does not occur, will be placed with overages. At the time of the approval of the leave, the District shall inform the employee whether his/her position will be filled with a standard contract or a one-year-only, at which time the employee may rescind his/her request for the extended leave. (2001)

22.1.6 Any leave without pay which would result in a gross monthly pay of no less than one-half its usual amount will be deducted from pay in the next pay period. An unpaid leave of absence which, if deducted in one pay period, would result in a gross monthly pay of less than one-half, will be treated as a contract payoff for the time worked prior to the leave of absence. The employee will be in an unpaid status for the remainder of the period of leave of absence. Upon return from leave of absence, the remaining days to be worked will be calculated, and monthly pay for the remainder of the year will be established. (2003)

22.2 SABBATICAL LEAVE

22.2.1 Upon proper application to the Human Resources Division, a Sabbatical Leave of Absence of one (1) school year duration may be granted for completion of advanced program of study in the employee's area of specialization or an allied employment field. The application requires (if applicable): (2007)

- A description of the course of study for which the sabbatical leave is requested, including the specific classes to be taken (department, class number & title, if possible).
- Confirmation of formal acceptance into an advanced study program; and
- A description of how the sabbatical leave will benefit the District.
- Should an employee be denied a sabbatical leave, he/she has a right to appeal the decision to the Superintendent of HR and the President of the Association within 10 working days. (2007)

22.2.2 Employees must have completed seven (7) consecutive years with the District by September 1 of the year in which the leave is to commence, and must not have taken Sabbatical Leave during the preceding seven (7) years.

22.2.3 No more than 1/2 of 1% of the full-time employee staff may be on Sabbatical Leave during any one (1) school year. Employees must apply by March 1 of the year in which the Sabbatical Leave is to be taken using forms developed by the Human Resources Division. Employees must substantiate the benefit of Sabbatical Leave to the District, and must describe the nature of the course of study.

22.2.4 If an employee receives a grant, scholarship, fellowship, job study program, or other academic award, after March 1, but not later than August 1, of a school year, the Superintendent shall consider the request for Sabbatical Leave provided the number of employees approved for Sabbatical Leave has not already exceeded the 1/2 of 1% limitation. (2001)

22.2.5 Salary will be one-half (1/2) of the employee's annual rate in effect during the Sabbatical Leave year exclusive of any extra duty pay, etc. While on leave the employee shall furnish a surety bond indemnifying the District against loss in the event the employee fails to render the minimum service required after return from leave. If the employee does not wish to furnish a surety bond, payment of Sabbatical Leave salary is to be made in twelve (12) monthly installments added to the salary received by the teacher during the year following the year in which the Sabbatical Leave is taken. That portion of the group medical insurance premium normally paid by the

District shall be continued during the Sabbatical Leave, but no other employee benefits shall be paid during the period of the Sabbatical Leave. The Sabbatical Leave shall count for a year's experience as if the employee were not on leave of absence.

22.2.6 Employees must agree to return to the District and complete a minimum of two (2) school years following Sabbatical Leave and must submit a report which describes and evaluates the Sabbatical Leave, and includes transcripts or other documentation evidencing the completion of the advanced program of study. The employee shall return to the same building, grade and position that he/she held prior to the Sabbatical Leave, unless he/she invokes the transfer process. (2007)

22.2.7 A Sabbatical Leave committee, composed of three (3) employees appointed by the Association and three (3) principals appointed by the District, shall be established to review applications for Sabbatical Leave and make recommendations for approval or disapproval to the Superintendent. (2001)

22.3 CHILD REARING LEAVE

22.3.1 An employee may apply for a child-rearing leave without pay at least one (1) month prior to the commencement of the leave. The requested leave shall not exceed twelve (12) calendar months. The leave shall be granted upon receipt of the leave application by the Human Resources Division. Such requests must be accompanied by a birth certificate, if appropriate. (2001)

22.3.2 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.

22.3.3 No benefits shall accrue to the employee while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she taught the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.

22.3.4 In the event the employee is on probation, the year will be counted towards completion of the probationary period provided he/she taught the major portion of the school year at the time the child-rearing leave commenced.

Every effort shall be made to return the employee to the same building, grade or position. (2001)

22.3.6 In the event a female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the teacher may continue her child-rearing leave.

22.3.7 Upon written application showing unusual and extenuating circumstances necessitating extended child-rearing leave, the Area Superintendent or Assistant Superintendent, Human Resources, at his/her discretion, may extend the leave for an additional period up to twelve (12) calendar months. (2001)

22.4 ADOPTION LEAVE (LONG-TERM)

22.4.1 Adoption leave without pay, not to exceed twelve (12) calendar months, shall be granted to an employee. A leave shall commence no later than nine (9) months after the placement of the child in the home. Written notice must be provided to the Human Resources Division by March 1 whether the employee plans to return to work. Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee had taught the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced. (2001)

22.5 RE-EMPLOYMENT BENEFIT

22.5.1 In the event a bargaining unit member resigns from service with the District and is re-employed by the District within three (3) years from his/her official date of separation from the District, he/she shall be entitled to:

a. have returned the accrued sick leave days that he/she had on the date of his/her official date of separation;
b. be placed on the salary schedule commensurate with his/her experience (as delineated in the contract for granting experience);
c. have, for the purpose of seniority, a hire date that reflects the actual years of seniority that he/she had on the date of his/her official separation.

ARTICLE 23
ASSOCIATION LEAVE

23.1 The School District shall grant, upon written request of the President of the Association:

23.1.1 A total of up to eighty (80) days leave without loss of pay during the school year, July 1 to June 30, for Association business. The Association President may use this leave or shall designate the Association members, other than the President himself or herself, who shall, from time to time utilize this leave. No employee shall use more than twenty (20) consecutive days at one time. The Association shall provide reasonable advance notification to the Human Resources Division of its intent to use this leave (confirmed in writing) and reimburse the District for substitute costs. (2003)

23.1.2 The Association President may have six (6) years of absence with pay. In the event the President takes six (6) years of absence with pay, the Association shall reimburse the District for the President's salary and retirement contribution. The Association President shall not take more than six (6) years of leave of absence during the term of this Agreement. The President shall notify the District forty-five (45) days prior to the commencement of the leave. Upon completion of the leave, the District will make every reasonable effort to return the President to the position he/she formerly held (building, grade, and subject(s)). However, the District is not obligated to hold the Association President's former position with the District (i.e., the specific school grade/subject level). The District shall continue payment of Group Insurance benefits.

23.2 The President of the Association or his/her representative shall be allowed to visit schools. The President or his/her representative will make arrangements with the principal, or in his/her absence, the acting administrator, and shall confer with the principal on his/her arrival in the building in order to facilitate the purpose of the visit.

ARTICLE 24
SALARIES AND INSURANCE

24.1 Salaries shall be as shown on the schedule in Appendix A. Effective July 1, 2011; all employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit. If no designation is made by an employee, pay will be direct deposited on a paycard. (2011)

24.2 SALARY SCHEDULE NOTES

24.2.1 Occupational Education Teacher Placement

24.2.1.1 A non-degree teacher who holds an occupational endorsement will be placed on the TA column of the Teachers' Salary Schedule. These teachers may receive experience credit for job-related work experience (not to exceed 5 years) over and above that required for licensure provided that such experience is at the journeyman or managerial level or above and is progressively responsible in nature, including supervisory responsibilities. The TA column will have ten (10) steps. The base salary for TA will be one professional growth increment less than the base for column TB. The experience increment will be equal to those of the other columns.

24.2.2 In order to advance beyond Step 4, a Class I employee must have ninety (90) units or more.

Employees reentering the District, except nurses, will be allowed credit for previous teaching experience while they were employed by the District providing the employee shall not have been absent from public school employment more than ten (10) years. The District agrees to continue its current practice with regard to credit for other Nevada service, outside Nevada service, and military service pending the outcome of litigation.

24.2.3 A teacher hired on a regular contract will be given two (2) years credit for teaching in a single, non-public school provided the following conditions are met:

1. The teacher was certified or licensed as a teacher by the state in which he/she taught and at the time the experience was gained.
2. The experience was in a school licensed by the state.
3. At least eighty percent (80%) of the teaching experience in a given year was in subjects commonly taught in the public schools.
4. The teacher provides to the Human Resources Division the documentation noted above on an appropriate form provided by Human Resources.
5. Existing teachers on a regular contract will be given one (1) year credit for teaching in a non-public school provided the conditions in (1)-(4) above are met.

24.2.4 Commencing with the 1993-94 school year, a nurse hired on a regular contract shall be given up to five (5) years credit for all experience as a licensed registered nurse. Nurses currently employed shall be granted up to five (5) years credit for the 1993-94 school year.

24.2.5 Nurses reentering the District will be allowed credit for previous nursing experience while they were employed by the District providing the employee shall not have been absent from public school employment more than ten (10) years. The District agrees to continue its current practice with regard to credit for other Nevada service, outside Nevada service, and military service pending the outcome of litigation.

24.2.5.1 Credit for experience above in other than public school nursing will be evaluated by the Health Services Supervisor and a recommendation made to the Human Resources Division for final approval.

1. Experience in the above non-public school areas must have been substantial and focused in the particular area.

2. Credit for such experience shall not be retroactive; however, currently employed nurses with such experience will be moved to the appropriate step giving credit for such experience.

24.2.6 Education credit to advance on the salary schedule may be completed at any time. If submitted to the Human Resources Division by the first (1st) workday of the month, then the employee will be moved to the appropriate column in the next available pay warrant.

24.2.7 It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement.

24.2.8 In addition to the salary shown, the District pays an additional legislatively designated amount on behalf of the employee for retirement benefits to the Public Employees Retirement System. (2003)

24.2.9 Beginning with the school year 2000-2001, all employees will be placed on the 20th step of the salary schedule at the beginning of their 20th year of creditable service. (2001)

24.2.10 Except as provided in Section 24.2.11, approved credits may include, but not be limited to, credits in undergraduate and/or community college classes related to employment assignments, duties, or retraining. In-service credits for salary advancement and approved undergraduate credits for classes TF and TG will require prior approval by the District In-service Committee. (2003)

24.2.11 Graduate credits in addition to those required for a Masters degree or Masters Equivalency will be credited for salary advancement beyond column TE, within the following guidelines: (2003)

1. Credits earned while enrolled in a graduate program, but in excess of the actual Masters Degree credits, when the Masters degree was earned in 1997 or later.

2. Credits earned after approved for the Masters Equivalency Program, but in excess of the actual credits required for the program, when the Masters Equivalency was earned in 1997 or later.

3. Credits must be earned after admission to a graduate program or approval of the Masters Equivalency Program.

Employees must provide Human Resources with an official record from the university, indicating the date of admission to the graduate program, and the classes and credits which were credited toward the Masters degree.

Credits that were earned during a masters program which will not be counted for salary advancement beyond column TE:

1. Credits which fulfilled the requirements of the Masters degree or the Masters Equivalency Program.

2. Undergraduate credits.

3. Credits earned prior to admission to a graduate degree program.

4. In-service credits.

24.2.12 A teacher who is capable of fluently speaking, understanding and translating both English and Spanish languages, [redacted] verified by passing a Level I Spanish Langua[redacted] Certification Test offered through Truckee Meadows Community College, shall receive an annual $500.[redacted] stipend. The stipend shall be awarded as follows:

In schools where the English Language Learner enrollment is 13% or more the total amount of bilingual stipends paid by the district each year is subject to an annual cap of $45,000. In order to be eligible for the stipend, teachers assigned to these schools shall submit an application to the School Principal and the Chief Human Resources Officer for approval prior to taking the test. Applications will be approved on a first come, first served basis. Teachers who have been approved to take the test shall report test results to the school principal and chief Human Resources Officer.

In schools where the English Language Learner enrollment is less than 13% the total amount of bilingual stipends paid by the district each year is subject to an annual cap of $5,000. In order to be eligible for the stipend, teachers at these schools shall submit an application to the school principal and the Chief Human Resources Officer for approval prior to taking the test. Approval will be based on the teacher utilizing his/her bilingual skills on a consistent and regular basis as part of his/her duties in the classroom or the school in any one year. Teachers who have been approved to take the test shall report test results to the school principal and chief Human Resources Officer. Applications will be approved on a first come, first served basis. (2013)

24.3 MASTER'S EQUIVALENCY PROGRAM

24.3.1 The District and the State of Nevada, through their certification requirements, have had and now have the expectation that the District professional staff members have an obligation to pursue professional growth and increased competency in order to insure the delivery of a quality education program.

24.3.2 Many professional staff members have found that, in order to be able to enjoy the full benefits of the teacher's salary schedule, they have had to enroll in master's degree program even if that program has not represented an area of interest or ability of the individual employee. For those employees not having an interest in enrolling in such a program, the master's degree column on the teacher's salary schedule has represented a barrier to their advancement on the teacher's salary schedule, even though individual employees have continued to enroll in classes that provide increases in growth and classroom competency. Therefore, the Master's Equivalency Program has the potential of enhancing the educational program to be offered to students in the District if a commonly agreed upon procedure is established, which will allow employees to enjoy the full benefits of the teacher's salary schedule of the District through their continued enrollment and professional growth through University classes and in-service training programs.

24.3.3 The Master's Equivalency Program shall be used to allow movement from TD, Class IV to TE, Class V.

24.3.4 A licensed person wishing to avail himself or herself of this option must develop a proposed program and submit it to a review committee for approval. There would be two (2) committees, one (1) for secondary personnel seeking an "Approved Program" and one (1) for elementary personnel seeking an "Approved Program". The committees shall establish (prior to the beginning of each school year) a schedule to meet 4 times to review programs. The schedule shall be published through the District and Association. Each committee will be composed of:

1. A representative from Curriculum.
2. An employee from the appropriate school level taken from a list provided by the Association.
3. A principal/supervisor from the appropriate school level but not from the school where the employee is assigned.
4. Exceptions to these requirements will be made if the applicant declares that he/she is pursuing status as a Highly Qualified Teacher in an additional academic area or area of need, as determined by the District and reported to the Association by October 1st of each school year, for which HQ status is not defined.

24.3.5 A licensed person on the teacher's salary schedule who wishes to improve his/her professional competency without earning a master's degree may move to the master's column of the salary schedule by:

1. Earning forty-two (42) semester hours of credit beyond a BA/BS degree from an accredited college or university. Effective January 1, 2004, new enrollees into the Masters Equivalency Program will be required to complete at least thirty-two (32) graduate level credits from an accredited college or university as follows:(2003)

1. At the elementary level, applicants would have to take a minimum of 27 of the 32 required graduate classes in the core content areas (reading, language arts, math, social studies, science), and five elective credits in any areas, including student intern credits.

2. At the secondary level, a minimum of 27 graduate credits would have to be in the applicant's content area, and 5 elective credits in any areas, including student intern credits.

3. A specialty area teacher would be required to take a minimum of 27 credits in the specialty area, or in the content areas, with 5 additional elective credits.

4. Exceptions to these requirements will be made if the applicant declares that he/she is pursuing status as a Highly Qualified Teacher in an additional academic area.

Ten (10) of the forty-two (42) semester hours may be earned outside of an accredited college or university in one of the following ways:

a. Accredited corporate or private school classes (subject to prior approval of the committee) with each fifteen (15) hours of class equaling one (1) semester hour.

b. Undergraduate classes.

c. A mixture of classes from Options a and b, not exceeding ten (10) semester hours.

d. Six (6) in-service credits (or equivalent CEU's) combined with four (4) total credits from Option a, b, or c.

24.3.6 All credits for options a, b, c, and d can only be utilized if earned after approval by the review committee.

24.3.7 The review committee can approve substituting six (6) additional undergraduate units for six (6) graduate units if graduate units are unavailable.

24.3.8 A person who has an "Approved Program" has a window of five (5) years to complete the approved program. Commencing with the 1994-95 school year, all graduate credits from an accredited college or university within the employee's field or certified assignment and earned, if they fall under the guidelines of Section 24.3.5, within the previous three years shall qualify. All graduate credits must coincide with the approved program. All qualifying graduate credits must have a B or better. No graduate credits earned on the pass/fail basis will be eligible with the exception of continuing education credits taken for licensure with fifteen (15) CEU's equaling one (1) graduate credit. The five (5) year window will commence either upon the date of program approval or, if previous credits are accepted, upon date of completion of the earliest credit used.

24.3.9 "Window" shall mean a period of time in which the total credits required by this program must be earned. Should, for example, an applicant choose to bring in six (6) credits completed a year before beginning this program, the applicant would have four (4) remaining years to complete the program. Should, for example, this applicant require an extra semester to complete his/her program, the portion of those six (6) credits grandfathered in, which were earned in the earliest semester, would not count toward the completion requirements of the Master's Equivalency.

24.3.10 No one will be "grandfathered" into the program.

24.3.11 When the committee approves a program that is to be accepted in lieu of the Master's Degree, it may require periodic reports to determine progress toward meeting the five (5) year deadline.

24.4 NATIONAL BOARD CERTIFICATION (1999)

24.4.1 Teachers, counselors, and speech/language pathologists, or school library media specialists who are awarded National Board Certification, will be provided an 8% increase over their placement on the salary schedule for the duration of the certification. (2007)

24.4.2 Teachers who have received confirmation of their eligibility to seek certification and provide written notice to the Human Resources Division and their site supervisor that they are preparing for the National Board entries will be provided paid leave in accordance with the provision in Article 21 Temporary Leaves.

24.5 DAILY RATE COMPUTATIONS

24.5.1 The normal daily rate of pay for employees shall be computed by dividing the appropriate salary figure from the teacher's salary schedule by the number of contracted teaching days in the school year.

Example: $26,042
185 = $140.77 (daily rate)

24.5.2 Regularly contracted employees who are required, in writing by the Superintendent, to work beyond their regularly contracted work year as part of their regular work schedule, shall be compensated at their normal daily rate of pay.

24.5.3 Such a daily rate of pay for employees covered under this Article shall be computed by dividing the appropriate salary figure from the teacher's salary schedule by the number of contracted teaching days in the school year.

Example: $26,042
185 = $140.77 (daily rate)

24.6 COUNSELORS

24.6.1 Employees assigned to serve as full-time counselors will receive a contract providing for nine (9) additional days of service at the employee's normal daily rate of pay. Payment shall be prorated and paid monthly.

24.6.2 The nine (9) days shall be mandatory, but the specific days shall be mutually agreed upon by the building principal and his/her counseling staff.

24.7 DEPARTMENT CHAIRPERSONS

24.7.1 Candidates for department chair may not be in a probationary status or on a one-year-only contract. (1995)

Secondary librarians, who are assigned as a department leader (Chair) and required to attend meetings as such, shall be paid an annual stipend of $450.00. This stipend shall increase by the same percentage that the general salaries increase each year.

2015-2019
$489.14

24.7.2 Each Department Chairperson shall be compensated for department supervision in accordance with the following schedule. Payment shall be prorated and paid monthly. Each Department Chairperson will continue to have one (1) unscheduled period for Department Chairperson duties. (2005)

NO. OF TEACHERS IN DEPARTMENT	PERS Adjusted ANNUAL PAY 2015-2019
2 – 3	$928.20
3.2 – 5	$1392.85
5.2 – 7	$1857.51
7.2 – 9	$2323.29
9.2 – 11	$2786.82
11.2 – 13	$3251.47
13.2 – 15	$3716.13
15.2 +	$4180.79

The stipends above shall increase by the same percentage that the general salaries increase each year.

24.7.3 For purposes of calculating the number of teachers in a department, a teacher's membership in the department will be prorated according to the number of periods taught in the department. For example, a teacher who is assigned two (2) periods of social studies, two (2) periods of P.E. and one (1) period of study hall would be counted as 2/5th Social Studies and 2/5ths P.E.

24.7.4 The number of teachers in a department includes the chairperson.

24.7.5 Department chairpersons are not to be paid from extended day duty funds, but will be eligible for PERS contributions, in accordance with PERS policies and regulations. No retirement contributions will be made for stipends from Extended Day Duty assignments.

24.7.6 Gerlach High School has no Department Chairpersons.

24.7.7 The first payment for department chairpersons shall be in the first pay warrant in October, and shall include the September and October compensation amounts. (2011)

24.8 MIDDLE SCHOOL INSTRUCTIONAL LEADERS

24.8.1 A Middle School Instructional Leader ("MSIL") in the District is a classroom Post Probationary teacher who is selected by the school principal and performs instructional leadership functions within a prescribed area or areas, such as a PLC, a team or a department. MSILs work under the direction of the principal.

Each middle school will receive allocations for a number of MSIL positions. Each allocation would be valued at $1,000.00. Each middle school must adopt procedures on how the allocations will be implemented and evidence to the District that the allocations are being properly utilized.
Only middle schools with 250 or more on student count day shall be eligible for allocations.

Each eligible middle school will have 6 base allocations – 4 for core subjects, 1 for encores and 1 for Special Education.

Middle schools with 250 to 500 students receive only the base allocations.

Middle schools with more than 500 students on count day each year will receive base allocations plus 1 additional allocation for every 100 students above 500.

24.9 ISOLATION ALLOWANCE

24.9.1 The District agrees to continue the present isolation allowance to teachers at Gerlach and Natchez. Employees at Gerlach and Natchez shall receive an annual allowance as follows. If any employees are assigned for less than the 185 school days, their isolation allowance shall be reduced proportionately. (2003)

SCHOOL	2015-2019
Gerlach	$2033.21
Natchez	$609.06

The stipends above shall increase by the same percentage that the general salaries increase each year. (2007)

24.10 MEDICAL INSURANCE

24.10.1 The health insurance premium contributions by the District shall not exceed the following for Fiscal Year 2015-2016:

Medical Insurance (including any and all related insurances or coverages) - $550.60 per month per eligible employee; and GAP - $14.80
Dental Insurance - $49.41 per month per eligible employee;
Vision Insurance - $12.32 per month per eligible employee; and
Life Insurance - $9.00 per month per eligible employee.

Effective January 2009, if insurance rates exceed the increased funding through the Nevada Distributive School Account, the parties may open negotiations on the above insurance contributions. (2015)

24.10.2 The District shall consult with the Association regarding benefits to be included in the insurance program. The Insurance Committee will develop a series of benefit plan options that include medical, dental, vision and life insurance and gap coverage. (2003)

24.10.3 Effective July 1, 2004, the District will contribute a prorated portion of the employee premium for insurance for an employee who is half-time or more, but less than full-time. (2003)

If the half-time or more, but less than full-time, employee wishes to be covered by a full-time District employee spouse, the bargaining unit member will receive credit for the prorated premium the District is contributing. (2005)

24.10.4 All employees who wish to share a contract for subsequent years shall submit in writing a request to the principal no later than April 1st. The request shall be approved or denied in writing by the principal. Denial may be grieved to the Superintendent of Elementary or Secondary Education, or his or her designee, through the grievance procedure. (2003)

24.10.5 Should one portion of the shared contract voluntarily waive district health insurance, the person sharing the contract shall be entitled to the full insurance premium. All such agreements shall be in effect for one year at a time, and shall be reduced to writing. (2003)

24.11 SECTION 125 BENEFIT PLAN

24.11.1 A Section 125 Benefit Plan will be available to all employees and will include all plans allowed under IRS Section 125.

24.12 EXTENDED DAY DUTY PAY-GENERAL

24.12.1 Extended day duty compensation shall be as shown on the schedules in Appendix B.

24.12.2 Extended day duty compensation for the 1998-99 fiscal year shall be increased by three percent (3%) or as near to that amount as possible, if such programs are maintained at the current level. Employee positions or benefits may not be reduced in order to fund extra duty pay.

24.12.3 To receive step credit, experience must have taken place in the same activity and within the District.

24.12.4 The final decision on the use of the fifteen (15) hour slots allocated to each school shall be made by a joint committee composed of four (4) teachers and two (2) administrators.

24.12.5 The teacher members of the committee shall be selected by a vote of the school's Faculty Senate. The administrative members shall be selected by the principal.

24.13 EXTENDED DAY DUTY

24.13.1 Evaluation

24.13.1.1 During the school year, the joint WEA-WCSD Extended Day Duty Committee will evaluate the scope and compensation of extended day duties and make recommendations to the respective parties.

24.13.1.2.1 Employees hired prior to July 1, 1985, with up to thirty-six (36) years of service will be eligible for ESIP.

24.13.1.2.2 Employees hired after June 30, 1985, will be eligible for ESIP for up to thirty (30) years of service.

24.13.2 Assignment Notification

24.13.2.1 In order that extended duty personnel may begin planning and preparation for the coming school year, personnel other than those newly employed and transfers, shall be notified of their tentative extended duty assignments not later than the end of the school year.

24.13.3 Operational Regulations

24.13.3.1 Each extended day person responsible for an activity in all middle schools and high schools will file a Completion of Assignment form with the WCSD Office of Student Services no later than two (2) weeks following the official termination of the activity. Final payment for such activity will not occur until said report is filed. A copy of each report will be made available to the WEA Extended Day Duty Committee.

24.13.3.2 All extended day activity will be conducted outside of the regular school day, and no student shall receive academic credit for such activity. (Exception: P.E. activity exemption during students' interscholastic athletic participation.)

24.14 EARLY SEPARATION INCENTIVE PLAN (ESIP)

24.14.1. Commencing July 1, 2006, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered as a participant of the ESIP: (1) The bargaining unit member must have attained the age of 50 and completed 20 years of continuous service with the District before

September 1 of the year in which they participate in the ESIP, and (2) the bargaining unit member must submit to the Human Resource Division of the District a completed ESIP Application Form and Letter of Resignation (effective before September 1 of the year in which they resign) prior to the deadline announced by the District. Following the receipt by the District of a completed ESIP Application Form and Letter of Resignation, the bargaining unit member's ESIP Application Form and Letter of Resignation will be either approved or disapproved by the District no earlier than January of the year the bargaining unit member is to retire and the bargaining unit member will be notified in writing of the decision. If a bargaining unit member's ESIP Application is approved by the District, the District will accept the bargaining unit member's Letter of Resignation and determine the amount of the benefit to be paid to the bargaining unit member (the "ESIP Amount") as follows:

For bargaining unit members who are classified as "year round employees" of the District, the ESIP Amount will be paid to such employees by June 30th of the year that such employees retire. For bargaining unit members who are classified as "traditional employees" of the District, the ESIP Amount will be paid by July 31 of the year that such employees retire. The ESIP Amount awarded to a bargaining unit member will be paid by the District to the bargaining unit member in a lump sum amount, and unless the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the corresponding Treasury Regulations provide otherwise, the ESIP Amount paid to a bargaining unit member shall be treated as severance pay taxable to the bargaining unit member under applicable federal and state laws. The bargaining unit acknowledges that because the ESIP Amounts are treated as taxable severance pay to its members, the District is authorized to withhold from the ESIP Amount paid to a bargaining unit member, all federal, state and local income, payroll, and other taxes required to be withheld under applicable federal and state laws. The bargaining unit further acknowledges that the payment of ESIP Amounts may not be (i) deferred beyond the date the ESIP amount is payable, or (ii) transferred by the District on a pre-tax basis to a tax-exempt plan sponsored by the District, including without limitation, the "Special Pay Plan" and any plan described in Code Section 403(b) or Code Section 457. However, a bargaining unit member is authorized, if permitted by the laws governing the Nevada PERS Program, to utilize the after-tax ESIP Amounts to voluntarily purchase PERS service credits. Any bargaining unit member who elects to utilize his or her after-tax ESIP Amount to purchase PERS service credits shall be solely responsible for obtaining from and submitting to PERS the necessary documentation to purchase the PERS service credits prior to separating from service from the District. The bargaining unit and the District hereby agree that the ESIP described herein shall be memorialized in a Plan set forth in the Administrative Regulations adopted by the District, which Plan shall contain language necessary comply with Code Section 409A. (2015)

24.14.1.1 Employees hired prior to July 1, 1985, with up to thirty-six (36) years of service will be eligible for ESIP.

24.14.1.2 Employees hired after June 30, 1985, will be eligible for ESIP for up to thirty (30) years of service.

24.14.1.3 Should the employee become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee's beneficiary or the employee's estate. (2000)

24.14.2 THE CAP

24.14.2.1 The total amount to be funded for incentives in each year of the agreement shall be no more than $1,000,038.00. The maximum incentive will be 30% of the salary at TG Step 20. The Superintendent and Association may agree to expend an amount over this limit in a particular year. The cost in any year of previous awarded stipends shall be included under the CAP. (2005)

24.14.2.2 Should the number of employees and the calculated ESIP entitlement exceed the CAP, the benefit will be distributed to those employees with the greatest number of years of continuous service to the District.

24.14.2.3 All other matters related to this program will be governed by Administrative Regulation 4148 which shall not be incorporated into this Agreement by reference and thus not be subject to the grievance procedure.

24.15 RETIREE SUBSIDY (2005)

24.15.1 The provisions of this Article and all its subsections shall sunset effective August 31, 2006 and bargaining unit members who retire after August 31, 2006 will no longer be eligible for any retiree subsidy.

24.15.2 Effective September 1, 2006, all retirees previously eligible for the subsidy shall be eligible to receive the retiree subsidy.

24.15.3 The cost of such subsidy shall not exceed .0126 of the budgeted General Fund property tax revenues. (the "Cap").

24.15.4 Any and all monies paid by the District under the State plan for the Public Employees Benefit Plan subsidy or its equivalent, which are not reimbursed by the State, shall be credited dollar for dollar against the CAP.

24.15.5 The retirees' insurance subsidy shall be paid as follows: The District will pay 40% of the monthly medical insurance costs that it pays for medical insurance for its active full-time Bargaining unit members, for each and every eligible retiree who elects to participate in one of the District's self-insured group health plans, provided that those retirees receiving less than $750 per month from PERS shall continue to receive their retiree subsidy at the present level, until the Cap is reached. After the Cap is reached, no retiree subsidy will be paid for that fiscal year.

24.16 SUPPLEMENTAL SERVICES

Participation in instructional duties as part of supplemental services required by No Child Left Behind or SB 1 of the 2003 Special Session, which take place outside the contract day, shall be paid at $30 per hour, which is PERS eligible. This rate recognized the high level of expertise required to provide these services. Such participation in supplemental services shall be voluntary, unless the District reasonable determines that it is necessary to assign teachers to such supplemental services. (2003)

24.17 Participation in remedial instructional duties outside of supplemental services required by No Child Left Behind or SB1 of the 2003 Special Session or summer school described in section 24.15 above, which specifically provide remediation in order for the school to make or maintain adequate yearly progress, which take place outside of the contract day, shall be paid at $30 per hour, which is NOT PERS eligible.

The Adult Education teachers shall also be paid $30 per hour, which is not PERS eligible.

24.18 Pursuant to AB 1 (2007) bargaining members entitled to 1/5 PERS credit have an option to continue 1/5 PERS or option for a cash payment per year up to an amount totaling no more than $3,500, including any related benefits, i.e. PERS, and subject to State of Nevada funding sources. The parties agree to comply with the State of Nevada mandated rulings and regulations regarding this legislation.

ARTICLE 25
TRAVEL REIMBURSEMENT

25.1 Special employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day, will be reimbursed at the rate set by the Internal Revenue Service, to be adjusted when the IRS rate changes each year, for all driving done by them as part of their duties. Mileage will be calculated and paid for travel between schools, but shall not be paid for travel between the home or point of origin and the school.

ARTICLE 26
NOTIFICATION

26.1 ASSIGNMENT NOTIFICATION

26.1.1 In order that employees may begin planning and preparation for the coming school year, employees other than newly employed or transferred employees, shall be notified by the principal or supervisor by posting not later than the end of the school year, a duty schedule for the coming school year showing tentative employee assignments including their programs for the coming school year, the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have.

26.1.2 Because of the unique nature of Washoe Innovations High School and Washoe Inspire Academy wherein learning centers are scattered throughout the community, often in leased facilities and contingent on enrollment, changes in teacher location as well as center locations may occur at any time during the school year. When it is determined that a center will be closed, moved, or the program changed, affected teachers will be notified of the changes and the reasons. Reasons will be provided in writing, if requested.

26.1.2.1 During the period of time when the District is publishing a Needs List, vacancies which occur at Washoe Innovations High School and Washoe Inspire Academy shall first be announced to currently-contracted teachers at Washoe Innovations High School and Washoe Inspire Academy.

26.1.2.2 Whenever possible, teachers whose learning centers are being eliminated shall be informed in the spring when vacancies are being posted for Washoe Innovations High School and Washoe Inspire Academy. Reason(s) for the closing of said center(s) shall be reduced to writing, if requested.

26.1.2.3 Should the necessity of closing a center occur during the summer and prior to the beginning of the school year, then the teacher shall be informed in writing with the opportunity to submit a preference for those positions available.

26.1.2.4 The principal shall inform the current staff of all known vacancies by posting them at the Washoe Innovations High School and Washoe Inspire Academy Administrative Office and through announcement at the next regularly scheduled staff meeting.

26.1.2.5 Those teachers who wish to be considered for a change in their teaching location shall so notify the principal in writing.

26.1.2.6 Once school is out in June, the principal is no longer required to notify staff members of openings.

26.1.2.7 Teachers who wish to be considered for openings which may occur during the summer shall indicate their preference in writing to the principal prior to the close of school.

26.1.2.8 The principal shall notify the teacher making the location change request as to his/her decision.

26.1.2.9 Should the teacher not receive the change in location, reasons shall be provided, in writing, if requested. Criteria identified in Section 27.1.5 shall be considered.

26.2 PROMOTIONAL OPENINGS

26.2.1 Vacancies in promotional positions will be publicized by the Human Resources Division by posting notices of openings on the Human Resources Division bulletin board in the District Administration Office. Notices shall be posted at least ten (10) days before the final date for submitting applications. Notices shall also be mailed to the Association and to the individual schools and shall be posted.

26.2.2 Employees who desire to apply for a promotional position which may be filled during the summer vacation period, may submit their names to the Human Resources Division together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Human Resources Division shall notify such employees of any vacancy in a position for which they desire to apply. Such notice and application forms shall be sent at least ten (10) days before the final date when applications must be submitted. Each employee-applicant shall receive written notification from the Human Resources Division as to the disposition of his/her application.

26.2.3 Extended day duty position vacancies will be posted first within their respective schools for one (1) week. If there are insufficient qualified applications then the position(s) will be publicized District-wide.

26.3 SUMMER SCHOOL, ADULT EDUCATION, NIGHT SCHOOL, FEDERAL PROGRAM OPENINGS

26.3.1 Openings for summer school, night school and for positions under federal programs will be publicized by the posting of notices of openings on the Human Resources Division bulletin board in the District Administration Office. Notice shall be sent to the individual schools and shall be posted.

26.3.2 In order to facilitate planning and preparation for summer school, employee applicants shall be notified by May 5th of their selection (or rejection) to fill those openings which existed at the time.

26.4 WORKSHOPS

The parties shall make every reasonable effort to notify each other of any pertinent conferences, workshops, or seminars in which District staff may be eligible to participate. Such notification is to be sent, if possible, prior to the scheduled beginning date of the conference, workshop or seminar.

ARTICLE 27
TRANSFER

27.1 VOLUNTARY TRANSFERS

27.1.1 Within fifteen (15) days of receipt of final allocations by the schools each year the Human Resources Division shall publish a list of the vacancies which will in all probability be available for the following year including school, grade level and/or subject, and special characteristics such as half-time or one (1) year only. As additional vacancies occur, such list shall be updated weekly. Said list shall be posted on the District's Website in the Employment section at the Eligible WCSD certified employees Job Board. (2011)

27.1.1.1 If a school has three (3) or more limited term teachers, the principal of the school may designate one (1) or more of the limited term teachers, who receive an evaluation of Effective or Highly Effective, as not being a vacant position for purposes of Transfer or Overage Process. (2011)

If the position is not needed to avoid a reduction in force, the principal may then hire the limited term teacher. (2011)

However, if a school has three (3) or more limited term teachers, a minimum of two (2) of the OYO positions must be designated as vacancies available for the Transfer or Overage Process. (2011)

If the limited term teacher or teachers are retained, and the position would normally be a standard allocation, the teacher or teachers must be made standard. (2011)

27.1.1.2 If a school has one or more vacancies, the principal may be required to hold at least one (1) of those vacancies until after the Transfer Process. (2011)

27.1.2 Employees who desire to transfer to another building shall file a Transfer Request form on-line at the District's website location with the Human Resources Division. Voluntary transfers will occur no later than three (3) weeks prior to the first day returning teachers report to work for the particular school, except where both principals approve the transfer. Transfer requests shall remain active from January 1 to December 31 of any calendar year. (2011)

27.1.3 Commencing with the posting of the first needs list, for ten (10) working days, principals or supervisors are required to interview only transfer candidates whose applications are on file in the Human Resources Division Office. The transfer period may be for more than ten (10) days, and the transfer period may be opened for one (1) week, closed for one (1) week, and then opened for one (1) week. The only exception would be those positions (grade level and subject matter) which are impacted by overage teachers who have not been placed. Principals or supervisors must interview a minimum of three (3) employees requesting transfers (if there are three (3) or more applicants) whose applications are on file. (2011)

27.1.3.1 During the exclusive transfer period, should there be no specific requests for a particular school or subject, the principal may offer a position to a qualified candidate with the intent of achieving ethnic diversity on the faculty. The candidate must have a contract offered through the District's Minority Educator Recruitment Program.

27.1.4 Teachers who are currently assigned to schools which are changing from a traditional schedule to a year-round schedule will have the ability to move to a school which will retain the traditional schedule. The process for placement of teachers moving from year-round to traditional will occur prior to any transfer or overage placement. The process used will reflect the process used for the placement of overaged teachers.

27.1.5 If more than one (1) employee has requested a transfer to the same position, the employee best qualified and suited for the position shall be given preference. The following criteria shall be considered:

1. State licensure in the subject area.
2. Degree(s) held.
3. Experience in the subject area.
4. Number of course credits in the subject area.
5. Course hours in excess of degree(s).
6. Compatibility of the employee with respect to students, program, staff and administration.
7. Information contained in the personnel file.
8. Other subjective criteria peculiar to the position being sought.

27.1.6 Following the ten (10) day transfer period any employee who has a request on file may be considered for vacancies.

27.1.7 Employees who are interviewed for a possible transfer shall be notified in writing as to the disposition of their transfer request.

27.1.8 An employee who has formally sought a transfer for at least three (3) years without success may contact a Human Resources Division Administrator for assistance in evaluating his/her personnel file and providing, if

possible, recommendations to overcome possible obstacles to a successful transfer.

27.1.9 Only teachers who are HQ for a non SPED core assignment are eligible to transfer into such an assignment during the exclusive internal voluntary transfer period. (2007)

27.1.10 Schools designated through the Nevada Department of Education and the US Department of Education as High Need Schools, will be eligible to fill their openings through a special exclusive transfer process earlier than non-High Need Schools. Overage teachers will not be eligible to be placed in these designated schools. This would not prevent an administrator from selecting a teacher who might otherwise be placed on the overage list. High Need Schools will be eligible to begin filling positions with external applicants earlier than non-High Need Schools. Once an outside applicant accepts a position with a High Need School, the applicant will not be eligible for transfer for that school year. (2007)

27.2 REASSIGNMENTS

27.2.1 Vacancies shall first be announced to those employees working at the school site.

27.2.2 The principal shall inform the current staff of all known vacancies by posting, in writing, the anticipated positions. Those staff members who wish to be considered for a change in their assignment shall notify the principal in writing. Once school is out in June, the principal is no longer required to notify staff members, in writing, of openings. Teachers who wish to be considered for openings which occur during the summer shall indicate their preference in writing to the principal prior to the close of school.

27.2.3 The principal shall notify the teacher making the reassignment request as to his/her decision.

27.2.4 Should the teacher not receive the reassignment, reasons shall be provided, in writing, if requested. Criteria identified in Section 27.1.5 shall be used.

27.3 DIRECTED TRANSFER OR REASSIGNMENT

27.3.1 A directed transfer is an involuntary transfer to a different work site which may or may not include a different work assignment.

27.3.2 A reassignment is an assignment to a different grade level or subject in the same building.

27.3.3 A directed transfer or reassignment shall not be arbitrary, capricious, or punitive in nature. The employee affected by a non-performance directed transfer will be provided a list of openings available and asked to designate a list of preferred placement. The ultimate decision will be the Superintendent of the appropriate level. Should the employee not receive one of his/her preferences, reasons will be provided.

27.3.4 Prior to notifying an employee he/she is being considered for a directed transfer, the administrator's recommendation must be reviewed and approved by the appropriate Area Superintendent or designee. (2007)

27.3.5 The employee shall then be advised in writing that s/he is being considered for directed transfer or reassignment and the reasons for such consideration.

27.3.6 If a conference with the administrator is requested by the employee, other parties may be present at the request of the employee or administrator.

27.3.7 If after such conference, the transfer or reassignment is still to take place, (or if no conference is requested) the employee will receive a final written notice to that effect including the reasons for the action.

27.4 MULTI-TRACK YEAR-ROUND TEACHING ASSIGNMENTS (1998)

27.4.1 Immediately following the designation that a school is being placed on a year round schedule, a committee comprised of a majority of licensed staff shall be established. This committee shall be charged with constructing a process of those areas that directly impact licensed teachers.

27.4.2 By February 1, if reasonably possible, the school District shall present all schools with the tentative teacher allocations. Employees of schools that have been placed on year-round schedules by the District, shall be eligible to "opt out" to a school on a traditional schedule. Schools whose staff voluntarily vote to move to a year-round schedule are not eligible for the "opt out" provision. Prior to this date, licensed staff who desire to be placed in a traditional school, and are eligible for this process, shall place their preference, in writing, to the administrator. (2005)

27.4.3 An initial new list shall be distributed to all schools in order for licensed staff to complete their preference to transfer to a traditional school. Licensed staff who desire to transfer into a year round school from a traditional calendar shall also be given the opportunity to complete transfer forms at the same time.

27.4.4 All staff assignments (of current standard licensed staff) for the year round schools shall be finalized by April 1, if reasonably possible. Commencing after April 1, year round schools shall have the opportunity to interview OYO contract teachers and new hires. The schedule agreed-upon by the parties will contain the specific dates. (2001)

27.4.5 TRACK ASSIGNMENTS

27.4.5.1 The administrator shall have the authority and obligation to post, in writing, the number of allocations for each grade level and track.

27.4.5.2 Licensed staff shall place, in writing, their preference for grade level and track selection.

27.4.6 Itinerant licensed staff shall be given the opportunity for an extended contract in order to service the year round schedule (nurses, counselors, music, etc.)

27.4.7 Licensed staff shall have the opportunity to "sub" during their off-track schedule at the regular substitute pay. The administrator shall be informed by the licensed staff when they would be available to do so. Substitutes will be placed through the regular substitute office procedures.

27.4.8 If two teachers at a school determine they wish to exchange track assignments for the following school year, they will jointly make a written request for such an exchange to the site administrator prior to the end of the school year. The administrator shall determine if the request will be approved or denied. If a request by a teacher is denied, the administrator shall submit his/her rationale in writing. The employee may appeal this decision through the grievance procedure.

27.4.9 To provide for multi-track year round teachers to attend educationally related classes, conferences, workshops and meetings which have been scheduled during their track assignment, two employees may mutually agree to request approval from the administrator to exchange days within the same school year. The administrator shall determine if the request is approved or denied. If a request by a teacher is denied, the administrator shall submit his/her rationale in writing. If a request is approved, the employees shall give their administrator written confirmation of their agreement

A request from two employees to exchange days for a purpose other than professional development must be approved by the Superintendent of Elementary Education or designee. (2003)

27.5 APPEAL OF DIRECTED TRANSFER OR REASSIGNMENT

27.5.1 An employee wishing to appeal a directed transfer or reassignment shall start at Level II of the grievance procedure.

ARTICLE 28
EMPLOYEE FILES

28.1 PERSONNEL FILES (1999)

28.1.1 Upon prior request, all materials placed in the employee's file and originating within the school system, shall be available (except as provided in Section 28.1.4) at reasonable times for the employee's inspection in the presence of the person(s) responsible for keeping the files.

28.1.2 Material originating within the District and which is derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

28.1.3 The employee shall have the right to answer any material filed, and his/her answer shall be submitted to the principal or supervisor and forwarded to the Human Resources Division where it shall be attached to all file copies.

28.1.4 All references and information, originating outside the District on the basis of confidentiality, and information obtained within the District in the process of recommending the employee for employment or promotion shall not be subject to this Agreement and therefore shall not be available for inspection by the employee.

28.1.5 The employee shall have the right to place pertinent material in his/her file. This material shall be submitted to the principal/supervisor and forwarded to the Assistant Superintendent, Human Resources, who shall place the material in the employee's file. The principal, supervisor or other administrative personnel shall have the right to attach comments to such materials subject to Section 28.1.2. No such material shall be deleted without the employee's consent.

28.1.6 Employees shall have the right, upon request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review.

28.1.7 In accordance with NRS 391.313 (b) as amended, effective July 1, 1977, employees shall have the right to have admonitory material concerning problems that have not reoccurred, removed from their files.

28.2 SITE FILES (2000)

28.2.1 The site file, maintained at the employee's work location, shall contain information which is appropriate to record keeping related to the employee's work including but not limited to such information as attendance records, formal evaluations, official notices, letter, etc.

28.2.2 Access to the file, other than routine maintenance by the principal's secretary or designee shall include those appropriate administrative employees of the District who have a need to know.

The file shall contain a "file review signature sheet." Anyone who accesses the file shall sign and date this review sheet.

28.2.3 Upon prior request, all materials placed in the employee's file shall be available at reasonable times for the employee's inspection in the presence of the person(s) responsible for keeping the files. Whenever possible, the file shall be made available within two (2) work days of said request.

28.2.4 Written or verbal communication which is to be noted in the site file and is of a derogatory nature shall not be placed in the employee" site file until the employee has had the opportunity to read the material.
The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

28.2.5 Anonymous communications shall not be maintained in the site file.

28.2.6 An employee may request a review of his Site File and upon agreement and approval of the site supervisor material other than official records such as evaluations, attendance records may be removed.

If an agreement cannot be reached regarding the removal of materials, the employee may initiate a grievance at Level II.

28.2.7 When an employee transfers to another school/location, the Site File shall be transferred to the new school/location as long as there is no grievance pending.

ARTICLE 29
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

29.1 The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, and professional affiliations; leaves for work on advanced degrees or special studies; and participation in community projects.

29.2 It is currently federally mandated that all teachers be highly qualified in their assignment areas under No Child Left Behind and state requirements by June 20, 2006. Funds from federal sources and from fees changed pursuant to Article 30 will be used to pay for appropriate courses and test registration fees for teachers to become highly qualified.

The In-Service Training Committee will determine the criteria and process for teachers to access these funds. The process and funding will be in place within two (2) months of ratification by the parties, and will sunset June 30, 2006. (2003)

ARTICLE 30
IN-SERVICE TRAINING

30.1 The School Trustees and the Association agree that a need for continuing emphasis on professional growth and in-service training for all professional staff exists within the District. Such professional growth and in-service training should be predicated toward the goal of: Insuring high professional and employee competency; encouraging employees toward the attainment of high, optimum individual self-realization; and the promotion of an alert and progressive educational spirit in the District. So as to attain these objectives, an In-Service Training Committee is hereby established. This committee shall consist of three (3)

members appointed by the Association and three (3) members appointed by the School Trustees. The parties agree that one (1) member shall be chosen from the elementary, one (1) from the junior high school and one (1) from the senior high school. The committee shall have the authority to appoint ad hoc committees as deemed necessary.

30.2 The purpose of this committee shall be to review the existing professional growth program heretofore in effect in the District and to make recommendations to the School Trustees not later than April 15, of the current year with a copy to the Association.

30.3 At the request of the Association with notification to the In-Service Training Committee, and with approval of the School Trustees, arrangements shall be made for courses, workshops, conferences, and programs designed to improve the quality of instruction.

30.4 Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs.

30.5 In the event the District requires the attendance of employees at workshops which are conducted after normal working hours, in-service credit towards salary advancement will be credited to such employees on the following basis:

15.00 workshop hours = 1 salary credit
7.50 workshop hours = 1/2 salary credit
3.75 workshop hours = 1/4 salary credit
1.85 workshop hours = 1/8 salary credit

30.6 Effective July 1, 2004, a $25 fee will be charged to employees voluntarily attending in-service classes offered by the District. (2003)

ARTICLE 31
REDUCTION IN FORCE/OVERAGE PROCEDURE

31.1 OVERAGE PROCEDURE

31.1.1 In the event that a school will experience a reduced number of allocations which will result in an overage situation, the following process shall be used.

31.1.1.1 Principals shall review allocations, known resignations, leaves of absences and retirements. In the secondary schools, principals shall identify overage teachers within each subject area. In the elementary schools, the principals shall identify overage teachers in grades K-6, inclusively.

31.1.1.2 Principals shall first begin by asking for volunteers. If through requesting volunteers an overage situation still exists, seniority within the District shall become the basis for identifying the overage teacher. (Article 31.2.10)

A unit member may not volunteer to be placed on the Overage List if he/she is on probationary status, received an Ineffective or Minimally Effective on the most recent evaluation, on a Track III Focused Assistance Plan, or if the unit member has sustained discipline of suspension within the preceding two (2) year period. (2011)

31.1.1.3 Teachers who have been identified as overage shall designate their preference for placement in the schools of his/her choice. Principals who wish to submit a list of preferences must interview and/or observe overage teachers. Principals will not only include non-preferences, but will include the rationale and reasons for non-preference teachers. (2011)

31.1.1.4 Elementary teachers and secondary teachers on the overage list shall be placed after the exclusive transfer period. (1998)

Teachers are encouraged to provide as many options for schools and/or subject/grade levels for which they are qualified to teach and have had experience; however, employees must provide at least five (5) options, which may include multiple options at the same school.

Step One:

One to one matches shall be placed first, and shall be confirmed at the overage placement meeting.

Step Two:

All remaining overaged teachers shall be placed based on the areas listed below:

Specific needs of the school, including AYP, SIG, Program Needs, HQ, etc;

Qualifications of the teacher;
Evaluations;
Discipline;
Track III; and,
Seniority. (2011)

The District and the WEA will make a good faith effort to ensure that teachers are placed in at least one (1) of their requested preferences. One to one matches will be included in the areas listed below:

Schools may not be required to fill more than 25% of their openings (at the time of placement) with overage personnel. The Exception to this process would occur if there are no positions available for which the candidate is qualified.

Schools with two (2) positions or less shall not be required to fill their positions with overaged personnel unless other positions for which the candidate is qualified have been exhausted.

The total number of vacancies and the total number of overaged teachers placed at a given school the previous school year.

Step Three

If after exhausting steps one and two, a teacher has not been placed at a listed preference, the District and the WEA will make a good faith effort to place the teacher at a location that is desirable to the teacher.

31.1.1.5 No new hire shall be recommended for employment until all overage teachers at that particular subject or grade level have been placed with the exception of teachers hired as part of the District's ethnic and/or language minority recruiting program.

31.1.1.6 The District, upon mutual consent of the Association, may exempt Special Education, ESL, Program teachers and/or Title I and other groups of teachers from overage at the school site. For those groups listed above, the overage procedure shall be used within the specialty area.

31.1.1.7 An overage teacher may return to his/her school if a vacancy in that teacher's area of assignment (primary or intermediate or subject area) occurs prior to August 31 of the year the teacher was overaged, provided the teacher requests to return within ten (10) days of receipt of notification of the vacancy by the principal of that school. (2015)

31.1.1.8 Any overage which may take place as a result of No Child Left Behind or SB 1 of the 2003 Special Session shall follow the provisions of this Article. (2003)

31.2 REDUCTION IN STAFF

31.2.1 In the event the Board of Trustees determines that it is necessary to reduce staff, the procedures below shall determine the order in which the staff shall be reduced.

31.2.2 Once the Board of Trustees determines that a reduction in force is to be effected and has identified certain areas, programs or activities to be reduced, then the Superintendent or his/her designee will meet with representatives of the Association to discuss the need for the reduction and the approximate number of positions to be reduced prior to the recommendations being presented to the School Trustees.

31.2.3 Following discussion with representatives of the Association and based upon the areas, programs, and activities to be reduced, representatives of the District shall then follow Section 31.2.4 criteria in effecting a reduction in force.

31.2.4 Reduction in force shall take place by applying the established criteria to those employees on the most recent "Seniority Year List" (See Section 31.2.9).

1. State license and/or subject area endorsement AND/OR highly qualified status as defined by NCLB;
2. Performance Evaluations;
3. Seniority;

Each employee must be categorized into one or more positions for which the employee is qualified to hold, based on criteria 1 above.

For the purposes of this article the term "teacher on a one-year-only contract" refers to teachers who are hired for one-year only. The term does not include limited term standard contract teachers in positions designated of limited duration. The Association will be notified whenever the District designates a one-year only contract. (2013)

Within each position and subject the parties agree to establish and maintain 4 groupings of employees qualified to hold the position as follows:

4 groupings (effective 2012-2013)

1) Grouping One shall consist of each teacher on a one-year-only contract with an "Ineffective" or "Minimally Effective" Performance Evaluation Rating, ordered within the grouping by greatest number of combined consecutive "Ineffective" and "Minimally Effective" Performance Evaluations to the least, then by seniority.
2) Grouping Two shall consist of each employee with an "Ineffective" or "Minimally Effective" Performance Evaluation Rating, ordered within the grouping by greatest number of combined consecutive "Ineffective" and "Minimally Effective" Performance Evaluations to the least, then by seniority.
3) Grouping Three shall consist of each employee with an "Effective" Performance Evaluation rating.
4) Grouping Four shall consist of each employee with a "Highly Effective" Performance Evaluation rating.

Employees must be reduced in the order of their groupings based on seniority, as stated in the grouping descriptions above, with employees in Group One reduced first and employees in Group Four reduced last. (2011)

31.2.5 Using the number of positions to be reduced, and the criteria established, the District shall then examine the most recently established "Seniority Year List" in order to identify which employees on that Seniority Year List are to be separated.

31.2.6 If the number of positions to be reduced exceeds the number of employees on the most recent Seniority Year List, the District shall examine the next-most-recent Seniority Year List in order to identify the additional employees to be separated.

31.2.7 If necessary, additional Seniority Year Lists shall be examined (in sequence) in order to achieve the determined number of positions to be reduced.

31.2.8 If in the District's opinion, certain employees on the most recent Seniority Year List should not be identified for separation based upon the criteria, and if there remains an insufficient number of employees for separation, the District shall review the next-most-recent Seniority Year List(s) in order to meet the determined number of positions to be reduced.

31.2.9 In the event two or more employees meet the separation criteria equally and have the same seniority date, the selection of which employee is to be separated shall be based on the following: First, if an employee has sustained discipline of suspension within the preceding two (2) year period, that employee shall be separated. Second, if an employee is on a one-year-only contract, that employee shall be separated. Third, if an employee has current National Board Certification, that employee shall be retained over an employee without current National Board Certification. Fourth, all things being equal, the employee to be separated shall be determined by a lottery designed by the School District in cooperation with the Association.

31.2.10 Seniority shall be District-wide based upon the original hire date the employee first commenced active employment on a contract and who has remained a licensed employee with the District thereafter (separations from school District employment shall constitute a "break" in service). (2003)

31.2.11 Leaves of absence do not affect seniority.

31.2.12 "Seniority Lists" based upon date of employment shall be developed. (2003)

31.2.13 Employees shall be notified as to the original hire date and placement on the Seniority List. (2003)

31.2.14 Any dispute regarding placement on a Seniority List must be raised by the employee within ten (10) days of receipt of said Seniority List.

31.2.15 The Chief Human Resources Officer shall reconcile any differences of opinions or facts concerning placement on a Seniority List.

31.2.16 Once the District has identified the employees to be separated, a list of their names and positions shall be sent to the Association. If the Association believes an employee to be on the list inappropriately, a challenge may be sent to the District within ten (10) days of the Association's receipt of the list. If the District and the Association cannot resolve the dispute, an arbitrator shall be selected from the American Arbitration Association or the Federal Mediation and Conciliation Service.

31.2.17 The cost of the arbitrator shall be equally shared between the parties. The arbitrator's decision shall be final and binding.

31.2.18 Once the list has been established (after resolution of any question if necessary), the employees on said list shall be notified. A copy of the list shall also be sent to the Association.

31.2.19 Music Instructional Staff:

Upon declaration of the District that a reduction in force will take place in the area of music, the following process will be followed:

1. The Director of Music will determine where the requisite number of music allocations will be eliminated.

2. The Director of Music will generate a list of all music teachers in the District by seniority.

3. Music teachers may volunteer to be placed on the RIF list, or may be placed through the overage process in other non-music positions for which they are qualified.

4. Should there still be a need to reduce the number of music teachers, the section 31.2.4 Grouping process shall be used.

5. If this process causes vacancies in other music areas, the positions may be posted for all of the qualified music teachers. Should these vacancies be created at the secondary level, the director of Music will provide to principals of secondary schools a list of qualified candidates.

6. If no qualified candidates apply for vacancies resulting from a RIF, the Director of Music may direct transfer a qualified candidate to fill the vacancy.

31.3 REEMPLOYMENT

31.3.1 Employees terminated by a Reduction in Force (RIF) shall be placed on a "Recall List" for a period of one (1) year from the date of their last paycheck.

31.3.2 In the event that permanent openings develop, employees who have been separated by RIF procedures who are on the List, will be reviewed for possible reemployment.

31.3.3 The determination as to which employee(s) on the Recall List shall be offered reemployment, shall be based upon the criteria in 31.2.4.

31.3.4 If in the District's opinion, none of the employees on the Recall List should be selected for an offer of reemployment based upon the criteria and the particular opening(s), then for that particular opening(s) the Recall List may be by-passed.

31.3.5 In the unlikely event two (2) or more employees meet the reemployment criteria equally, the selection of the employee to be offered reemployment shall be determined by lottery designed by the School District in cooperation with the Association.

31.3.6 Employees on the Recall List shall be responsible for notification to the Human Resources Division of any change of address.

31.3.7 Employees who do not accept offers of reemployment within ten (10) days from receipt of notification by mail shall have their names removed from the Recall List. In the event a notice is not answered and returned to the Human Resources Division for lack of response, the returned notice shall constitute a non-acceptance of the offer.

ARTICLE 32
DUE PROCESS

32.1 No teacher will be discharged, disciplined, or suspended without just cause. However, this provision does not apply to the nonrenewal of a probationary teacher. (2013)

32.2 Pursuant to NRS 391.3116, the provisions of NRS 391.315 through 391.3194 are superseded by this Agreement and do not apply to bargaining unit members. The sole mechanism for bargaining unit members to redress a violation(s) of this Article is the Article 12 Grievance Procedure of this Agreement. (2011)

ARTICLE 33
SUPPLIES AND MATERIALS

33.1 The School Trustees and the Association recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, writing materials, standardized tests and questionnaires, and similar materials are important in teaching.

33.2 Joint committees shall be established in each school composed of two (2) teachers elected by the teaching staff through a process determined by the Association and one (1) administrative staff member. The committee shall meet at least quarterly during the school year for the purpose of improving the selection, delivery and use of such educational materials. A committee member or a designated Association building representative (for those schools who choose not to have a committee) shall be provided with a copy of the monthly report regarding expenditures for supplies and materials sent to the school sites.

33.3 Within the resources available, a reasonable effort will be made to provide teachers with supplies and materials in a timely fashion. Shortages and problems with timely provision of materials will be discussed by the joint committee in an effort to resolve the matter prior to any other recourse provided by this Agreement.

33.4 Forms to evaluate the quality of the supplies and materials will be provided by the District to each school.

ARTICLE 34
SCHOOL IMPROVEMENT PLANS

34.1 No school improvement plan shall alter, violate or supersede this Agreement, except as mutually agreed in writing between the District and the Association. (2013)

ARTICLE 35
TERM OF AGREEMENT

35.1 This agreement shall be effective as of the 1st day of July, 2015, and shall remain in effect until June 30, 2019, and shall continue from year to year thereafter in compliance with the laws of Nevada, unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes of a desire to change wages, hours, and conditions of employment hereof.

If, after the 2017 Nevada Legislative session or special session, there are monies allocated and designated for cost of living adjustments (COLAs) in the Distributive School Account for fiscal years 2018 and 2019, over and above the District's cost basis for providing the Appendix A Augmentation Plan contained in Article 35.2 of this Agreement – estimated as 0.92% in the spreadsheet entitled "FY18 Estimated Cost to Increase GAP for Next Step and Eliminate Step 4" for fiscal year 2018 and estimated 1.01% in the spreadsheet entitled "FY19 Estimated Cost to Increase GAP for Next Step and Eliminate Step 5" for fiscal year 2019, those remaining monies for COLAs will pass through and be applied to the salary schedule. The parties recognize that the estimated cost basis for fiscal year 2019 may be increased in the event there is a COLA applied to the fiscal year 2018 schedule. The parties agree that if there are any COLAs, they are applied after the schedules are rolled up.

If, after the 2017 Nevada Legislative session or special session, there is a decline to the amount of total revenue received by the District's general fund, which causes budget cuts for fiscal years 2018 and 2019, the District may elect to re-open negotiations on Article 35.2 only. (2015)

35.2 SALARIES/Appendix A

Four year agreement with the following compensation and benefits increases:

2015-16The District will provide for step and lane movement for all employees eligible for step and lane movement on the salary schedule in Appendix A, and;

The District will pay all bargaining unit members the increased cost for the employee portion of health insurance premium beginning in January 2016, if any.

2016-17 The District will provide for step and lane movement for all employees eligible for step and lane movement on the salary schedule in Appendix A, and;

The District will pay all bargaining unit members the increased cost for the employee portion of health insurance premium beginning in January 2017, if any.

2017-18 The District will provide for step and lane movement for all employees eligible for step and lane movement on the salary schedule in Appendix A, and;

The District will pay all bargaining unit members the increased cost for the employee portion of health insurance premium beginning in January 2018, if any.

2018-19 The District will provide for step and lane movement for all employees eligible for step and lane movement on the salary schedule in Appendix A, and;

The District will pay all bargaining unit members the increased cost for the employee portion of health insurance premium beginning in January 2019, if any.

Appendix A Augmentation Plan

Beginning July 1, 2015, school year add one new step to all columns.

Beginning July 1, 2016 school year remove entry step (3) on salary schedule and add one new step to all columns.

Beginning July 1, 2017 school year remove entry step (4) on salary schedule and add one new step to all columns.

Beginning July 1, 2018 school year remove entry step (5) on salary schedule and add one new step to all columns. (2015)

35.3 NEGOTIABILITY

35.3.1 The parties also agree that any subjects, where negotiability may be challenged that are ultimately determined to be mandatory topics for negotiation, may be reopened after either party has exhausted all avenues of judicial review or after the parties have mutually agreed to accept the decision of the Employee Management Relations Board; provided, however, that written notification of intent to reopen is given prior to February 1, for any proposed changes to be effective on the next July 1st.

35.4 RATIFICATION

35.4.1 This is to confirm that the parties identified below voted to ratify the contract amendments on the dates noted.

Washoe County School District (WCSD)
Board of Trustees

September 22nd, 2015

On behalf of the WCSD

Dawn Huckaby
Chief Human Resources Officer

Washoe Education Association (WEA)

September 14th, 2015

On behalf of the WEA

Dana Galvin
President

APPENDIX A

PERS Increase = -1.125% Salary Reduction
Additional Steps Added
Retroactively Effective 7/2015

WASHOE COUNTY SCHOOL DISTRICT
RENO, NEVADA

TEACHER SALARY SCHEDULE
2015-16
(185-day contract for balance calendar schools)

	TA	TB	TC	TD	TE	TF	TG	TH
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	Less Than	BA Degree	BA Plus 24	BA Plus 48	MA Degree	MA Plus 16	MA Plus 32	PhD/EDD
	A Degree		Undergraduate	Undergraduate	MA Equivalent	Graduate or	Graduate or	
			or 16 Graduate	or 32 Graduate		Approved	Approved	
			Credits	Credits		Credits	Credits	
STEP	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR
03	32,404	34,034	35,659	37,284	38,916	40,541	42,169	43,798
04	33,933	35,563	37,191	38,812	40,443	42,070	43,702	45,329
05	35,463	37,093	38,718	40,345	41,973	43,598	45,230	46,859
06	36,996	38,622	40,251	41,876	43,503	45,130	46,758	48,384
07	38,525	40,150	41,777	43,408	45,031	46,658	48,286	49,913
08	40,053	41,681	43,309	44,936	46,564	48,190	49,814	51,442
09	41,584	43,208	44,840	46,467	48,092	49,717	51,344	52,971
10	43,111	44,738	46,365	47,997	49,624	51,248	52,874	54,503
11	44,641	46,268	47,898	49,525	51,151	52,779	54,405	56,032
12			49,428	51,054	52,681	54,309	55,937	57,563
13				52,584	54,210	55,841	57,464	59,092
14					55,742	57,369	58,996	60,624
15					57,272	58,901	60,525	62,152
16					58,802	60,431	62,053	63,681
17						61,961	63,584	65,213
18							65,114	66,743
19							66,644	68,273
20	46,172	47,800	50,959	54,115	60,333	63,491	68,173	69,800
21	47,703	49,328	52,488	55,644	61,864	65,021	69,703	71,332

SALARY SCHEDULE NOTES

1. This schedule applies to Teachers, Nurses, Librarians and Counselors (Counselors are paid for nine (9) additional days). Certain positions are scheduled to work fewer or more contract days than the schedule noted above. Salaries for these positions are prorated based on the number of days worked.
The Washoe County School District pays an additional legislatively-designed amount to the Public Employees Retirement System on behalf of the employee for retirement benefits.
Teachers entering the Washoe County School District may be allowed credit for out-of-state K-12 teaching experience in public schools to a maximum of ten (10) years. All Nevada experience will be provided per Nevada Revised Statute. This may include two (2) years of military experience. Non-public school experience may be granted up to two (2) years credit in accordance with Article 24 of the Negotiated Agreement. Nurses entering the Washoe County School District may be allowed credit for previous nursing experience to a maximum of five (5) years in accordance with the Negotiated Agreement. This may include two (2) year military experience. Non-educational degrees are not recognized. It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement. Each employee has the responsibility of checking his/her salary to see that it conforms to the salary guide. Any errors are to be reported to Human Resources without delay.

2. Inservice hours may be credited toward undergraduate or granduate credits according to Articles 24 and 30 of the Negotiated Agreement.

3. The Master's Equivalency Program allows movement beyond Column TD in accordance with Article 24, and in particular Section 24.2.11, of the Negotiated Agreement.

4. Approved credits are defined in Article 24 of the negotiated Agreement.
- School year 2010-11 All employees frozen at step and did not receive experience increment.
- Beginning with the school year 2015-16, Step 11 added to TA, and TB, Step 12 added to TC, Step 13 added to TD, Step 16 added to TE, Step 17 added to TF, Step 19 added to TG and TH.

WASHOE COUNTY SCHOOL DISTRICT
RENO, NEVADA

TEACHER SALARY SCHEDULE
2016-17
(185-day contract for balance calendar schools)

	TA	TB	TC	TD	TE	TF	TG	TH
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	Less Than	BA Degree	BA Plus 24	BA Plus 48	MA Degree	MA Plus 16	MA Plus 32	PhD/EDD
	A Degree		Undergraduate	Undergraduate	MA Equivalent	Graduate or	Graduate or	
			or 16 Graduate	or 32 Graduate		Approved	Approved	
			Credits	Credits		Credits	Credits	
STEP	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR
04	33,933	35,563	37,191	38,812	40,443	42,070	43,702	45,329
05	35,463	37,093	38,718	40,345	41,973	43,598	45,230	46,859
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12	46,171	47,798	49,428	51,054	52,681	54,309	55,937	57,563
13			50,958	52,584	54,210	55,841	57,464	59,092
14				54,114	55,742	57,369	58,996	60,624
15					57,272	58,901	60,525	62,152
16					58,802	60,431	62,053	63,681
17					60,332	61,961	63,584	65,213
18						63,491	65,114	66,743
19							66,644	68,273
20	47,702	49,330	52,489	55,645	61,863	65,021	68,173	69,800
21	49,233	50,858	54,018	57,174	63,394	66,551	69,703	71,332
22							71,233	72,862

1. This schedule applies to Teachers, Nurses, Librarians and Counselors (Counselors are paid for nine (9) additional days). Certain positions are scheduled to work fewer or more contract days than the schedule noted above. Salaries for these positions are prorated based on the number of days worked.
The Washoe County School District pays an additional legislatively-designed amount to the Public Employees Retirement System on behalf of the employee for retirement benefits.
Teachers entering the Washoe County School District may be allowed credit for out-of-state K-12 teaching experience in public schools to a maximum of ten (10) years. All Nevada experience will be provided per Nevada Revised Statute. This may include two (2) years of military experience. Non-public school experience may be granted up to two (2) years credit in accordance with Article 24 of the Negotiated Agreement. Nurses entering the Washoe County School District may be allowed credit for previous nursing experience to a maximum of five (5) years in accordance with the Negotiated Agreement. This may include two (2) year military experience. Non-educational degrees are not recognized. It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement. Each employee has the responsibility of checking his/her salary to see that it conforms to the salary guide. Any errors are to be reported to Human Resources without delay.

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4. Approved credits are defined in Article 24 of the negotiated Agreement.
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- Beginning with the school year 2015-16, Step 11 added to TA, and TB, Step 12 added to TC, Step 13 added to TD, Step 16 added to TE, Step 17 added to TF, Step 19 added to TG and TH.
- Beginning with the school year 2016-17, remove entry step (3) and add one new step to all columns. Step 12 added to TA, and TB, Step 13 added to TC, Step 14 added to TD, Step 17 added to TE, Step 18 added to TF, Step 22 added to TG and TH.

WASHOE COUNTY SCHOOL DISTRICT
RENO, NEVADA

TEACHER SALARY SCHEDULE
2017-18
(185-day contract for balance calendar schools)

	TA	TB	TC	TD	TE	TF	TG	TH
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	Less Than	BA Degree	BA Plus 24	BA Plus 48	MA Degree	MA Plus 16	MA Plus 32	PhD/EDD
	A Degree		Undergraduate	Undergraduate	MA Equivalent	Graduate or	Graduate or	
			or 16 Graduate	or 32 Graduate		Approved	Approved	
			Credits	Credits		Credits	Credits	
STEP	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR
05	35,463	37,093	38,718	40,345	41,973	43,598	45,230	46,859
06	36,996	38,622	40,251	41,876	43,503	45,130	46,758	48,384
07	38,525	40,150	41,777	43,408	45,031	46,658	48,286	49,913
08	40,053	41,681	43,309	44,936	46,564	48,190	49,814	51,442
09	41,584	43,208	44,840	46,467	48,092	49,717	51,344	52,971
10	43,111	44,738	46,365	47,997	49,624	51,248	52,874	54,503
11	44,641	46,268	47,898	49,525	51,151	52,779	54,405	56,032
12	46,171	47,798	49,428	51,054	52,681	54,309	55,937	57,563
13	47,701	49,328	50,958	52,584	54,210	55,841	57,464	59,092
14			52,488	54,114	55,742	57,369	58,996	60,624
15				55,644	57,272	58,901	60,525	62,152
16					58,802	60,431	62,053	63,681
17					60,332	61,961	63,584	65,213
18					61,862	63,491	65,114	66,743
19						65,021	66,644	68,273
20	49,232	50,860	54,019	57,175	63,393	66,551	68,173	69,800
21	50,763	52,388	55,548	58,704	64,924	68,081	69,703	71,332
22							71,233	72,862
23							72,763	74,392

SALARY SCHEDULE NOTES

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The Washoe County School District pays an additional legislatively-designed amount to the Public Employees Retirement System on behalf of the employee for retirement benefits.
Teachers entering the Washoe County School District may be allowed credit for out-of-state K-12 teaching experience in public schools to a maximum of ten (10) years. All Nevada experience will be provided per Nevada Revised Statute. This may include two (2) years of military experience. Non-public school experience may be granted up to two (2) years credit in accordance with Article 24 of the Negotiated Agreement. Nurses entering the Washoe County School District may be allowed credit for previous nursing experience to a maximum of five (5) years in accordance with the Negotiated Agreement. This may include two (2) year military experience. Non-educational degrees are not recognized. It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement. Each employee has the responsibility of checking his/her salary to see that it conforms to the salary guide. Any errors are to be reported to Human Resources without delay.

2. Inservice hours may be credited toward undergraduate or granduate credits according to Articles 24 and 30 of the Negotiated Agreement.

3. The Master's Equivalency Program allows movement beyond Column TD in accordance with Article 24, and in particular Section 24.2.11, of the Negotiated Agreement.

4. Approved credits are defined in Article 24 of the negotiated Agreement.
- School year 2010-11 All employees frozen at step and did not receive experience increment.
- Beginning with the school year 2015-16, Step 11 added to TA, and TB, Step 12 added to TC, Step 13 added to TD, Step 16 added to TE, Step 17 added to TF, Step 19 added to TG and TH.
- Beginning with the school year 2016-17, remove entry step (3) and add one new step to all columns. Step 12 added to TA, and TB, Step 13 added to TC, Step 14 added to TD, Step 17 added to TE, Step 18 added to TF, Step 22 added to TG and TH.
- Beginning with the school year 2017-18, remove entry step (4) and add one new step to all columns. Step 13 added to TA, and TB, Step 14 added to TC, Step 15 added to TD, Step 18 added to TE, Step 19 added to TF, Step 23 added to TG and TH.

WASHOE COUNTY SCHOOL DISTRICT
RENO, NEVADA

TEACHER SALARY SCHEDULE
2018-19
(185-day contract for balance calendar schools)

	TA	TB	TC	TD	TE	TF	TG	TH
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	Less Than	BA Degree	BA Plus 24	BA Plus 48	MA Degree	MA Plus 16	MA Plus 32	PhD/EDD
	A Degree		Undergraduate	Undergraduate	MA Equivalent	Graduate or	Graduate or	
			or 16 Graduate	or 32 Graduate		Approved	Approved	
			Credits	Credits		Credits	Credits	
STEP	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR	PER YEAR
06	36,996	38,622	40,251	41,876	43,503	45,130	46,758	48,384
07	38,525	40,150	41,777	43,408	45,031	46,658	48,286	49,913
08	40,053	41,681	43,309	44,936	46,564	48,190	49,814	51,442
09	41,584	43,208	44,840	46,467	48,092	49,717	51,344	52,971
10	43,111	44,738	46,365	47,997	49,624	51,248	52,874	54,503
11	44,641	46,268	47,898	49,525	51,151	52,779	54,405	56,032
12	46,171	47,798	49,428	51,054	52,681	54,309	55,937	57,563
13	47,701	49,328	50,958	52,584	54,210	55,841	57,464	59,092
14	49,231	50,858	52,488	54,114	55,742	57,369	58,996	60,624
15			54,018	55,644	57,272	58,901	60,525	62,152
16				57,174	58,802	60,431	62,053	63,681
17					60,332	61,961	63,584	65,213
18					61,862	63,491	65,114	66,743
19					63,392	65,021	66,644	68,273
20	50,762	52,390	55,549	58,705	64,923	66,551	68,173	69,800
21	52,293	53,918	57,078	60,234	66,454	68,081	69,703	71,332
22						69,611	71,233	72,862
23							72,763	74,392
24							74,293	75,922

1. This schedule applies to Teachers, Nurses, Librarians and Counselors (Counselors are paid for nine (9) additional days). Certain positions are scheduled to work fewer or more contract days than the schedule noted above. Salaries for these positions are prorated based on the number of days worked.
The Washoe County School District pays an additional legislatively-designed amount to the Public Employees Retirement System on behalf of the employee for retirement benefits.
Teachers entering the Washoe County School District may be allowed credit for out-of-state K-12 teaching experience in public schools to a maximum of ten (10) years. All Nevada experience will be provided per Nevada Revised Statute. This may include two (2) years of military experience. Non-public school experience may be granted up to two (2) years credit in accordance with Article 24 of the Negotiated Agreement. Nurses entering the Washoe County School District may be allowed credit for previous nursing experience to a maximum of five (5) years in accordance with the Negotiated Agreement. This may include two (2) year military experience. Non-educational degrees are not recognized. It is the sole responsibility of the employee to ensure verification of military service and transcripts verifying units for advancement. Each employee has the responsibility of checking his/her salary to see that it conforms to the salary guide. Any errors are to be reported to Human Resources without delay.

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- Beginning with the school year 2017-18, remove entry step (4) and add one new step to all columns. Step 13 added to TA, and TB, Step 14 added to TC, Step 15 added to TD, Step 18 added to TE, Step 19 added to TF, Step 23 added to TG and TH.
- Beginning with the school year 2018-19, remove entry step (5) and add one new step to all columns. Step 14 added to TA, and TB, Step 15 added to TC, Step 16 added to TD, Step 19 added to TE, Step 22 added to TF, Step 24 added to TG and TH.

APPENDIX B

APPENDIX B

2015-2016 EXTENDED DAY DUTY SCALES
(Effective for the entire 2015-2016 School Year)
HIGH SCHOOL EXTENDED DAY ATHLETIC PROGRAMS AND SUPPORT GROUPS

POSITION	STEP 1 & 2 1-2 YEARS	STEP 3 & 4 3-4 YEARS	STEP 5 5+ YEARS	NO. OF POSITIONS Dist Total	(9+Sparks) AAAA	(IHS) AAA	PAY PERIOD
*Boys' Head Cross Country	1,716	2,030	2,343	12	1	1	November
*Girls' Head Cross Country	1,716	2,030	2,343	12	1	1	November
Head Football	3,122	3,438	3,746	11	1	1	November
Asst. Football	1,991	2,225	2,459	74	7	4	November
Girls' Head Golf	1,406	1,716	2,030	11	1	1	November
**Boys' Head Soccer	2,810	3,122	3,438	11	1	1	November
Boys' Asst. Soccer	1,991	2,225	2,459	11	1	1	November
**Girls' Head Soccer	2,810	3,122	3,438	11	1	1	November
Girls' Asst. Soccer	1,991	2,225	2,459	11	1	1	November
Boys' Head Tennis	1,406	1,716	2,030	11	1	1	November
Girls' Head Tennis	1,406	1,716	2,030	11	1	1	November
Head Volleyball	2,654	2,967	3,280	12	1	1	November
Asst. Volleyball	1,873	2,107	2,343	22	2	2	November
Water Polo	1,406	1,716	2,030	2	Districtwide-2		November
Fall Head Cheerleader	1,094	1,406	1,716	11	1	1	November
Fall Head Cheerleader	624	937	1,248	1	0	0	November
Fall Asst. Cheerleader	545	781	1,014	11	1	1	November
Dance Team Coach	624	937	1,248	11	1	1	November
Fall ROTC Drill Leader	624	937	1,248	11	1	1	November
**Boys' Head Basketball	2,967	3,359	3,746	12	1	1	February
Boys' Asst. Basketball	2,188	2,420	2,654	21	2	1	February
**Girls' Head Basketball	2,967	3,359	3,746	12	1	1	February
Girls' Asst. Basketball	2,188	2,420	2,654	21	2	1	February
Cross Country Skiing	1,406	1,716	2,030	1	0	1	February
Head Skiing	1,406	1,716	2,030	11	1	1	February
Asst. Skiing	781	1,014	1,248	11	1	1	February
Ski Coordinator	1,406	1,716	2,030	1	Districtwide-1		February
Head Wrestling	2,810	3,122	3,438	11	1	1	February
Asst. Wrestling	1,991	2,225	2,459	11	1	1	February
Head Riflery	1,406	1,716	2,030	12	1	1	February
Winter Head Cheerleader	1,094	1,406	1,716	11	1	1	February
Winter Head Cheerleader	624	937	1,248	1	0	0	February
Winter Asst. Cheerleader	545	781	1,014	11	1	1	February
Winter ROTC Drill Leader	624	937	1,248	11	1	1	February
Rifle Coordinator	1,406	1,716	2,030		Districtwide-1		February
ROTC Drill Supervisor	2,967	3,359	3,746	1	Districtwide-1		February
Head Baseball	2,500	2,810	3,122	11	1	1	May
Asst. Baseball	1,716	1,952	2,188	21	2	1	May
Head Diving	1,406	1,716	2,030	1	Districtwide-1		May
Asst. Diving or Swimming	781	1,014	1,248	1	Districtwide-1		May
Boys' Head Golf	1,406	1,716	2,030	11	1	1	May
Head Softball	2,500	2,810	3,122	11	1	1	May
Asst. Softball	1,716	1,952	2,188	21	2	1	May
**Boys' Head Swimming	1,406	1,716	2,030	11	1	1	May
**Girls' Head Swimming	1,406	1,716	2,030	11	1	1	May
**Boys' Head Track	2,500	2,810	3,122	12	1	1	May
Boys' Asst. Track	1,716	1,952	2,188	21	2	1	May
**Girls' Head Track	2,500	2,810	3,122	12	1	1	May
Girls' Asst. Track	1,716	1,952	2,188	21	2	1	May
Total HS Allocations				**591**	**53**	**45**	

*If one person fills both head coaching positions, total compensation will be an additional 20% of that person's entitled compensation.

**If a head coach of a like sport assumes the duty of the other head coach (i.e., boys' and girls' track), an assistant coach may be hired to take the place of that position vacated by the second head coach. The total number of coaches for that program can not exceed the total number allocated as set by the extended day duty scale.

MIDDLE SCHOOL EXTENDED DAY ATHLETIC PROGRAMS

POSITION	STEP 1 & 2 1-2 YEARS	STEP 2 & 3 3-4 YEARS	STEP 5 5+ YEARS	NO. OF POSITIONS AUTHORIZED Dist Total	(13) Reno/Sparks	Incline	PAY PERIOD
*Boys' Cross Country	375	414	452	14	1	1	November
*Girls' Cross Country	375	414	452	14	1	1	November
*Girls' Basketball	818	898	976	55	4	2	October
*Boys' Basketball	818	898	976	55	4	2	March
*Girls' Volleyball	818	898	976	54	4	2	January
*Wrestling	818	898	976	28	2	2	April
*Boys' Track	818	898	976	28	2	2	June
*Girls' Track	818	898	976	28	2	2	June
Total MS Allocations				**276**	**20**	**14**	
Total HS Allocations				**591**			
Total EDD Allocations				**867**			

MIDDLE SCHOOL EXTENDED DAY NON-ATHLETIC AND INTRAMURAL PROGRAMS

*Each AAA middle school (9 schools) will have 40 slots at $219 per slot.
Each AA middle school (3 schools) will have 20 slots at $219 per slot.

***Any number above 800, in increments of 100 students, (i.e. 801 to 900) will trigger 4 additional slots for a total of 44 slots; 901 to 1000 will trigger another 4 slots for a total of 48 slots. Student counts will be based on the student apportionment count.**

Pay period to be the first pay period following completion of activity. Checks may come to the schools prior to the completion of an activity, but schools are to hold checks until the duty assignments are completed.

Minimum requirement for compensation will be at least 15 hours of out-of-contract time. (Example: 60 hours of assignment payment may use 4 slots.)

HIGH SCHOOL AND MIDDLE SCHOOL SALARY ADJUSTED PROCEDURE

If there is a break in service in an activity that uses a step procedure for determining extended day athletic and support group salary, then the salary for future employment will revert back to Step 1. The exception to this will be when a person who has had more than five years experience in that same activity is rehired after a break in service. That person will be entitled to use his/her five years of previous experience as long as s/he is hired for a like position in the Washoe County School District, and will be placed on Step 5 of the salary schedule.

Employees who come from a like activity, i.e., high school boys'/girls' basketball to middle school boys'/girls/ basketball, will be credited into the appropriate step as long as there is no break in service.

HIGH SCHOOL EXTENDED DAY NON-ATHLETIC AND INTRAMURAL PROGRAMS

Policy Statement

*Each AAAA high school will have 124 slots at $219 per slot.
Each AAA high school will have 84 slots at $219 per slot.
Each A high school will have 42 slots at $219 per slot.

Districtwide Music Program will have 20 slots at $219 per slot.
Washoe High School will have 26 slots at $219 per slot.
Glenn Hare Occupational Center will have 40 slots at $219 per slot.

***Any number above 1600 in increments of 100 students, i.e. 1601 to 1700 will trigger 8 additional slots for a total of 132 slots; 1701 to 1800 will trigger another 8 slots for a total of 140 slots. Student counts will be based on the student apportionment count.**

Pay period to be the first pay period following completion of activity. Checks may come to the schools prior to the completion of an activity, but schools are to hold checks until the duty assignments are completed.

Minimum requirement for compensation will be at least 15 hours of out-of-contract time. (Example: 60 hours of assignment payment may use 4 slots.) Suggested positions could include, but are not limited to:

Academic Olympics	Orchestra
Band	Pep Club
Choral	Scholarship Chairman
Class Advisors	String Instructors
FBLA	Student Government
Forensics	Yearbook
Literary Magazine	All Intramurals
Newspaper	

The assignment of extended day non-athletic and intramural programs slots will be determined by a joint faculty and administration committee.

When a public performance, contest, or tournament occurs, the District shall provide a substitute teacher and per diem and travel allowance, if necessary.

APPENDIX C

MEMORANDUM OF UNDERSTANDING
Sick Leave Incentives
(1999-2000)

Washoe County School District in conjunction with the Washoe County School Teachers Association will form a committee to research whether other districts grant incentives for employees who use five or less sick leave days per year (excluding bereavement).

Upon completing research, the committee will present their findings to the respective parties to be under consideration for the 1999-2000 negotiations.

MEMORANDUM OF UNDERSTANDING
Committee on National Board Certification
(1999-2000)

A committee of representatives from the Association and the District will be established to consider and make recommendations to the parties regarding possible additional compensation based on mutually agreed upon responsibilities.

The committee's recommendation will be presented for consideration no later than August 1, 2000.

MEMORANDUM OF UNDERSTANDING
Professional Development Days
(2001-2002)

All employees who had not been granted the two additional professional development days in 2000-01 will be entitled to participate in relevant professional development activities for two additional contract days in 2001-02. These days will be voluntary, and must be approved by either the site administrator or department administrator. Upon evidence of participation, authorized by the appropriate administrator, these days will be paid at the employee's daily rate. These days will be allowed in 2001-02 only, and will be in addition to the regular contract days agreed to in Article 17, Work Year, Section 17.2.

MEMORANDUM OF UNDERSTANDING
Enhanced Compensation
(2001-2002)

Enhanced Compensation

Committee will be composed of ten administrators to be selected by the District and ten licensed personnel to be selected by the Association.

Committee objective will be to develop an enhanced compensation matrix for presentation to the respective parties to take to the bargaining table. The planned implementation of the negotiated program will be for the 2003-2004 school year, subject to availability of funds.

Timeline

June 2001: Committee members selected, committee meets and establishes goals.

Summer 2001: Committee gathers information from other school districts with similar programs.

School Year 2001-2002: Committee reviews materials and selects those programs to investigate further. Committee establishes goals for the project and determines all possible forms of enhancement for the District.

Summer 2002: Committee members visit school districts with enhanced compensation packages as selected by the committee.

School Year 2002-2003: Committee develops structures for enhanced compensation package for negotiation, subject to availability of funds, with implementation in the 2003-2004 school year.

Any conferences or site visits by this committee will be composed of equal participation by committee members, i.e., numbers of administrators will equal number of teachers to attend and participate in the visit or conference.

MEMORANDUM OF UNDERSTANDING
No Child Left Behind
(2003-2005)

In an effort to begin the process of bargaining the implications of the NCLB legislation, at the federal and state level, this MOU shall provide the framework in which to accomplish that goal.

During the negotiations of the 2003-2004 collective bargaining agreement, the parties shall tentatively agree to the articles that have immediate impact on employees and their wages, hours and working conditions. These agreements shall become part of the overall ratification package.

During the remainder of the school year and progressing into subsequent years, the parties (Association and District bargaining teams) shall continue to meet monthly or more frequently if needed to discuss continued language for implementation of NCLB.

The Association and the District recognize that the passage of the federal law "No Child Left Behind Act of 2001" (the Act) and the passage of SB 1 by the 2003 session of the Nevada Legislature does not supersede or negate the obligation of the parties to bargain when there is an impact on employee wages, hours or other mandatory subject(s) of bargaining. Therefore the parties agree that when there is an impact on employee wages, hours or other mandatory subject(s) of bargaining due to the implementation of any of the components of the Act or SB 1, negotiations will commence promptly by the request of either party, if the parties were not already scheduled to meet.

After the initial ratification of the NCLB negotiated article, the following process shall be used for future ratification:

- All tentative agreements shall be signed and approved by the WEA Board of Directors and then subject to the majority approval of Rep Council.
- All tentative agreements shall be subject to ratification by the Board of Trustees.

MEMORANDUM OF UNDERSTANDING
No Child Left Behind
(2003-2005)

As acknowledged by this MOU, there are situations which require further legal clarification before specific provisions can be negotiated and agreed to by the parties. To the extent allowed by law, the parties agree to negotiate these situations as necessary during the term of this contract:

Restructuring a school.
Replacing employees who contributed to the failure to meet adequate yearly progress.

As with all MOUs, this MOU shall not be construed to make non-mandatory subjects of bargaining negotiable. The District will meet and confer with the Association on issues that are not mandatory subjects of bargaining. These issues include, but are not limited to:

The selection of employees to participate in the development of school improvement plans, and the process by which plans will have input from faculty.
The plan for employees to submit to become providers of supplemental services for the District.

MEMORANDUM OF UNDERSTANDING
Special Education
(2003-2005)

During the 2002-2003 school year the parties developed a working task force to address the issues of recruiting and retaining teachers in the area of special education. Several meetings were conducted to identify the areas which needed to be improved. The parties agree to continue to develop agreements and solutions for these issues into the future.

Some of the items contained in this document are items that shall take effect immediately, while other areas shall be piloted and developed prior to becoming a part of the Negotiated Agreement.

The issues that are being proposed for immediate implementation are the following:

Beginning with the 2003-2004 school year, the WCSD shall provide the CPR training and the cost of the CPR certificate for all licensed employees for whom CPR certification is required by the District.

The issues that shall be pursued and developed jointly through the WEA and the WCSD:

Pursue grant options in order to hire additional clerical assistance for the scheduling of and paperwork involvement of the IEP's.
Provide substitute time for regional trainings to be conducted in ½ or full days (during the contract day) for all special education teachers.
Provide for substitute time to allow for more collegial meetings within the school day framework.

MEMORANDUM OF UNDERSTANDING
Study of Work Outside Contract Day
(2003-2005)

The parties will establish a method to collect information during the 2004-05 school year regarding the time spent by employees outside the contract day. The specific activities that data will be collected on will include IEP meetings, SAP meetings, and committee work which are a direct result of No Child Left Behind.

At the conclusion of the 2004-05 school year, the parties will review the data and will discuss possible implications for bargaining in subsequent contract negotiations. This MOU will not obligate either party to negotiate any particular provision in the future. As with all MOUs, this MOU shall not be construed to make non-mandatory subjects of bargaining negotiable.

MEMORANDUM OF UNDERSTANDING
(2005-2006)

Upon the conclusion of ratification of this Negotiated Agreement, the parties shall establish a working committee to study the middle school department chairs and the responsibilities assigned. The purpose of this committee shall be to develop a working document that defines the responsibilities and compensation recommendations.

The committee shall be comprised of middle school teachers selected by the WEA. The District shall select their committee members.

Recommendations shall be distributed to the parties no later than June 1, 2006.

The parties have also committed to continue the research of additional time being required beyond the contract day. The parties understand the need to continue this work and develop additional methods by which the information may be gathered. The specific activities that data will be collected on will include IEP meetings, SAP meetings, and committee work which is a direct result of No Child Left Behind.

The President of the WEA and Superintendent of Human Resources shall establish the process for implementation of this study. The information shall be compiled and provided to the parties no later than January, 2007. The parties will review the data and will discuss possible implications for bargaining in subsequent contract negotiations.

The parties will continue to investigate and develop a plan for those employees who are no longer eligible for the retiree's insurance subsidy. The results will be addresses by the parties no later than 8/31/06.

This MOU will not obligate either party to negotiate any particular provision in the future. As with all MOUs, this MOU shall not be construed to make non-mandatory subjects of bargaining negotiable.

MEMORANDUM OF UNDERSTANDING
(2007-2011)

The parties shall follow the procedures set forth in SB 238 (2007)-Empowerment of Public Schools. The parties acknowledge and agree that certain provisions of the legislation identify items to be negotiated pursuant to NRS 288, specifically at section 6.1(f), (g) and 2(c).

MEMORANDUM OF UNDERSTANDING
(2007-2011)

The parties shall continue to meet in order to discuss the structure and implementation of a plan for medical cost reimbursement accounts for employees to use in retirement, such as, VEBA or HRA type accounts. Once an agreement is reached by the WEA and District bargaining teams on a plan, the agreement shall be presented to the WEA Rep Council and the District Board of Trustees for ratification. Upon ratification, the plan shall be implemented as soon as practicable and without undue delay.

MEMORANDUM OF UNDERSTANDING
(2007-2011)

The parties agree that when the committee established to implement AB 3 completes their work, the parties will meet to consider the recommendations to negotiate a process to implement this legislation.

The parties agree that the recommendations that are brought forward are negotiable and must be part of the bargaining process.

Any agreed upon changes must be ratified by the WEA Rep Council and WCSD Board of Trustees.

MEMORANDUM OF UNDERSTANDING
Sub-committee for National certification
(2007-2011)

In order to provide an equal opportunity for all licensed staff members to have access to for their national certification process, WEA is proposing that a sub-committee be established to review the national certifications that are not currently compensated by the State of Nevada.

This committee shall be established to review the criteria of the requirements necessary to achieve national certification. The committee shall be comprised of four (4) licensed personnel selected by the WEA and an equal number of committee members selected by the WCSD.

The committee shall report to the parties by January 2008. Recommendations shall be discussed after receiving the report and further negotiations shall take place at the time that the report is available.

The licensed personnel under consideration shall include, but not be limited to nurses, music, therapists, OT's & PT's.

MEMORANDUM OF UNDERSTANDING
(2011-2013)

The Parties have committed to research additional time being required beyond the contract day. The Parties will work collaboratively to develop the methods by which the information will be gathered. The activities that the data will be collected on include, but are not limited to: IEP meetings, IAT meetings, PLC meetings, and committee work which is a direct result of No Child Left Behind.

The WEA President/Executive Director and the Chief Human Resources Officer will establish the process for the implementation for the study. The information shall be compiled and provided to the parties no later than September 2012. The Parties will review the data and will discuss possible implications for bargaining in subsequent contract negotiations.

MEMORANDUM OF UNDERSTANDING
(2013-2015)

The District agrees to conduct training, as needed, for school administrators, Local Education Administrator(s), Special Education Case Manager(s), and other student support services personnel regarding how to conduct an effective and efficient Individualized Education Program (IEP) meeting with due regard for the rights of individuals with disabilities to a free and appropriate education under the law and the teacher's contract day.

MEMORANDUM OF UNDERSTANDING
(2013-2015)

The District agrees to conduct training, as needed, for school administrators regarding site-based scheduling in order to make every effort to schedule some time during the contract work week wherein elementary school (K6) special education teachers can work on IEP planning and implementation.

WASHOE COUNTY SCHOOL DISTRICT
Human Resources Division

CERTIFICATED GRIEVANCE FORM

Grievance #	Name (Please Print or Type)	School/Location	Assignment
WCSD #	Date Filed ___/___/___	Grievant's Signature	On Behalf of the Association	Date Received ___/___/___

TIME LIMIT

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

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

Did you advise your principal/supervisor as to the nature of the problem, in writing, prior to the above meeting? ____ Yes ____ No

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

LEVEL ONE: SUPERVISOR

A. Grievant's Statement

On an attached page, please state the alleged: 1) violation, 2) misinterpretation, or 3) inequitable application of the Negotiated Agreement (state the specific provision(s) of the Agreement). **Also, please state the relief you are seeking.**

Have you distributed copies to the Association, appropriate Area Superintendent, and the Chief Human Resources Officer? ____ Yes ____ No

B. Principal's/Supervisor's Decision

Within five (5) working days of receipt (enter date at right), the Principal/ Supervisor must provide his/her decision and the reasons therefore. Please attach a copy of the decision to this form. _____/_____/_____

Please enter date decision is rendered: _____/_____/_____

C. Grievant's Response

Please sign and date below if Level One decision is acceptable. Return to the Chief Human Resources Officer.

_____ _____/_____/_____
Grievant's Signature

*If an employee does not file a grievance in writing as provided herein within fifteen (15) days after he/she knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. (WCSD/WEA Negotiated Agreement Section 12.4.3)

LEVEL TWO: AREA SUPERINTENDENT

A. Grievant's Appeal

_____ Please initial here and forward to the appropriate Area Superintendent and the Chief Human Resources Officer if you wish to have the Area Superintendent review and render a decision.

Please enter the date you are filing the grievance with the Area Superintendent: _____/_____/_____

B. Central Administration Decision

Within ten (10) working days of receipt (enter date at right), the Area Superintendent must provide his/her decision and the reasons therefore. Please attach a copy of the decision to this form. _____/_____/_____

Please enter date decision is rendered: _____/_____/_____

C. Grievant's Response

Please sign and date below if Level Two decision is acceptable. Return to the Chief Human Resources Officer.

_____ _____/_____/_____

Grievant's Signature

LEVEL THREE: SUPERINTENDENT/DESIGNEE

A. Grievant's Appeal

_____ Please initial here and forward to the Chief Human Resources Officer if you wish to appeal this grievance to the Superintendent/Designee. You must file an appeal within five (5) working days of the decision by the Area Superintendent or within ten (10) working days of filing with the Area Superintendent, if no decision has been rendered.

Please enter the date this appeal is provided to the Chief Human Resources Officer, Human Resources: _____/_____/_____

B. Superintendent/Designee Decision

A hearing must be held within eight (8) working days of receipt of this appeal.

Date appeal was received: _____/_____/_____

Hearing date: _____/_____/_____

A decision must be rendered within five (5) days after the hearing date or ten (10) days if filed by the Association at Level Three. Please attach a copy of the decision to this form.

Date decision rendered: _____/_____/_____

WASHOE COUNTY SCHOOL DISTRICT

CERTIFICATED COMPLAINT FORM

Complaint #	Name (Please Print or Type)	School/Location	Assignment

WCSD #	Date Filed	Complainant's Signature	On Behalf of the Association	Date Received

MONTH DAY YEAR

1. **STEP ONE: SUPERVISOR MEETING (Required)**

   On what date(s) did you meet and discuss this complaint with your principal, supervisor, or administrator? _____ _____ _____

   On what date did you notify your principal, supervisor, or administrator of your decision to file a complaint? _____ _____ _____

2. **STEP TWO: CENTRAL ADMINISTRATION**

   a. **Complainant's Statement**

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

   Have you distributed copies to your principal/supervisor? Yes _____ No _____

   b. **Assistant Superintendent: Meeting and Decision**

   1. Date received by the Assistant Superintendent. _____ _____ _____
   2. Meeting date must be established within eight (8) days of receipt of request. Enter meeting date on the right. _____ _____ _____
   3. Suggested relief appears on the attached page. **Please enter date response is provided to the Complainant.** _____ _____ _____

   c. **Complainant's Response**

   If relief is **acceptable**, please sign below and date on the right **within five (5) working days of receipt**. Return this form to the Chief Human Resources Officer. If this form is not returned within five (5) days, the complaint **is settled** at this level.

   _____ _____ _____ _____

   Signature

-OVER-

		MONTH	DAY	YEAR
3.	**STEP THREE: SUPERINTENDENT/DESIGNEE**			
	a. **Complainant's Appeal**			
	_____ Please initial here and date if a meeting with the Superintendent is requested.	_____	_____	_____
	b. **Superintendent/Designee's Meeting and Decision**			
	1. Meeting date established within ten (10) days following the meeting with the Assistant Superintendent. Please enter date of meeting on the right.	_____	_____	_____
	Decision is attached. Decision must be rendered within twenty-one (21) days following the meeting with the Assistant Superintendent. **Please enter the date the decision is provided to the Complainant.**	_____	_____	_____
	c. **Complainant's Response**			
	Please sign below, date on the right, and return to the Chief Human Resources Officer if the decision is acceptable.	_____	_____	_____

_____
Signature

STEP FOUR: BOARD OF TRUSTEES

	_____ Please initial here and date on the right if a meeting with the Board of Trustees is requested.	_____	_____	_____
	a. A meeting was held on:	_____	_____	_____

Date: 4/13/11, REV.B HR-F603

Text Guidelines for Using these Pages

2. **STEP TWO:- AREA SUPERINTENDENT**

   a. **Formal Complaint**: State the nature of the complaint including any policy, regulation, procedure or practice, or subject which is the basis for the complaint.
   (PLEASE SIGN AND DATE AT THE CONCLUSION OF YOUR STATEMENT.)

   b. **Area Superintendent's Proposed Resolution**: Following the Complainant's statement, please enter your proposed resolution.
   (PLEASE SIGN AND DATE AT THE CONCLUSION OF YOUR DECISION.)

3. **STEP THREE: SUPERINTENDENT/DESIGNEE**

   a. Following the Area Superintendent's proposed resolution, please enter your decision. **(PLEASE SIGN AND DATE AT THE CONCLUSION OF YOUR DECISION.)**

4. **STEP FOUR: BOARD OF TRUSTEES** [] Decision of the Trustees is included on the following page(s).

Date: 4/13/11; Rev. B HR-F603

EXHIBIT 5.2

EXHIBIT 5.2

NRS 391.750 Grounds for suspension, demotion, dismissal and refusal to reemploy teachers and administrators; consideration of evaluations and standards of performance.

1. A teacher may be suspended, dismissed or not reemployed and an administrator may be demoted, suspended, dismissed or not reemployed for the following reasons:

(a) Inefficiency;

(b) Immorality;

(c) Unprofessional conduct;

(d) Insubordination;

(e) Neglect of duty;

(f) Physical or mental incapacity;

(g) A justifiable decrease in the number of positions due to decreased enrollment or district reorganization;

(h) Conviction of a felony or of a crime involving moral turpitude;

(i) Inadequate performance;

(j) Evident unfitness for service;

(k) Failure to comply with such reasonable requirements as a board may prescribe;

(l) Failure to show normal improvement and evidence of professional training and growth;

(m) Advocating overthrow of the Government of the United States or of the State of Nevada by force, violence or other unlawful means, or the advocating or teaching of communism with the intent to indoctrinate pupils to subscribe to communistic philosophy;

(n) Any cause which constitutes grounds for the revocation of a teacher's license;

(o) Willful neglect or failure to observe and carry out the requirements of this title;

(p) Dishonesty;

(q) Intentional failure to observe and carry out the requirements of a plan to ensure the security of examinations and assessments adopted pursuant to NRS 390.270 or 390.275;

(r) An intentional violation of NRS 388.497 or 388.499;

(s) Knowingly and willfully failing to comply with the provisions of NRS 388.1351;

(t) Knowingly and willfully violating any provision of NRS 391.850 to 391.930, inclusive;

(u) Gross misconduct; or

(v) An intentional failure to report a violation of NRS 388.135 if the teacher or administrator witnessed the violation.

2. If a teacher or administrator is found, through an investigation of a testing irregularity, to have willfully breached the security or confidentiality of the questions and answers of the examinations that are administered pursuant to NRS 390.105 or 390.600 or the college and career readiness assessment administered pursuant to NRS 390.610, the board of trustees of a school district, governing body of a charter school or governing body of a university school for profoundly gifted pupils, as applicable, shall:

(a) Suspend, dismiss or fail to reemploy the teacher; or

(b) Demote, suspend, dismiss or fail to reemploy the administrator.

3. In determining whether the professional performance of a licensed employee is inadequate, consideration must be given to the regular and special evaluation reports prepared in accordance with the policy of the employing school district and to any written standards of performance which may have been adopted by the board.

4. As used in this section, "gross misconduct" includes any act or omission that is in wanton, willful, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof.

(Added to NRS by 1967, 968; A 1973, 791; 1987, 1004; 1999, 1434, 3241; 2001, 1211; 2011, 2246, 2285; 2013, 3281; 2015, 417, 1854) — (Substituted in revision in 2013 for NRS 391.312 and in 2015 for NRS 391.31297)

EXHIBIT 5.3

EXHIBIT 5.3

NRS 202.265 Possession of dangerous weapon on property or in vehicle of school or child care facility; penalty; exceptions.

1. Except as otherwise provided in this section, a person shall not carry or possess while on the property of the Nevada System of Higher Education, a private or public school or child care facility, or while in a vehicle of a private or public school or child care facility:

(a) An explosive or incendiary device;

(b) A dirk, dagger or switchblade knife;

(c) A nunchaku or trefoil;

(d) A blackjack or billy club or metal knuckles;

(e) A pneumatic gun;

(f) A pistol, revolver or other firearm; or

(g) Any device used to mark any part of a person with paint or any other substance.

2. Any person who violates subsection 1 is guilty of a gross misdemeanor.

3. This section does not prohibit the possession of a weapon listed in subsection 1 on the property of:

(a) A private or public school or child care facility by a:

(1) Peace officer;

(2) School security guard; or

(3) Person having written permission from the president of a branch or facility of the Nevada System of Higher Education or the principal of the school or the person designated by a child care facility to give permission to carry or possess the weapon.

(b) A child care facility which is located at or in the home of a natural person by the person who owns or operates the facility so long as the person resides in the home and the person complies with any laws governing the possession of such a weapon.

4. The provisions of this section apply to a child care facility located at or in the home of a natural person only during the normal hours of business of the facility.

5. For the purposes of this section:

(a) "Child care facility" means any child care facility that is licensed pursuant to chapter 432A of NRS or licensed by a city or county.

(b) "Nunchaku" has the meaning ascribed to it in NRS 202.350.

(c) "Pneumatic gun" means any implement designed as a gun that may expel a ball bearing or a pellet by action of pneumatic pressure. The term includes, without limitation, a paintball gun that expels plastic balls filled with paint for the purpose of marking the point of impact.

(d) "Switchblade knife" means a spring-blade knife, snap-blade knife or any other knife having the appearance of a pocketknife, any blade of which is 2 or more inches long and which can be released automatically by a flick of a button, pressure on the handle or other mechanical device, or is released by any type of mechanism. The term does not include a knife which has a blade that is held in place by a spring if the blade does not have any type of automatic release.

(e) "Trefoil" has the meaning ascribed to it in NRS 202.350.

(f) "Vehicle" has the meaning ascribed to "school bus" in NRS 484A.230.

(Added to NRS by 1989, 656; A 1993, 364; 1995, 1151; 2001, 806; 2007, 1913; 2015, 1586)

EXHIBIT 5.4

EXHIBIT 5.4

Administrative Regulation 4675
STAFF RESPONSIBILITIES: POSSESSION OF A WEAPON ON SCHOOL DISTRICT PROPERTY PROHIBITED

Responsible Office: Office of Human Resources

PURPOSE

This administrative regulation addresses possession of weapons on any District property, to include the responsibilities of site administrators, in the Washoe County School District ("District" or "WCSD").

REGULATION

1. Possession Prohibited

    a. In accordance with state and federal laws and regulations, no person, unless as a part of one's law enforcement responsibilities, shall bring upon any District property or have in his/her possession while on any District property any firearm, weapon or destructive device.

        i. This includes:

            1. An explosive or incendiary device;
            2. A dirk, dagger, switchblade knife, or dangerous knife;
            3. A nunchaku or trefoil;
            4. A blackjack, billy club or metal knuckles;
            5. A pneumatic gun or stun gun;
            6. A pistol, revolver or other firearm;
            7. Any device used to mark any part of a person with paint or any other substance.

        ii. District property includes any building, owned or leased by the District, used for instruction, administration, support services, maintenance, parking lots or storage; the grounds and surrounding buildings; bus stops; and all District-owned vehicles.

    b. This prohibition includes any firearm or weapon securely encased in a vehicle or other private conveyance.

    c. This prohibition extends to individuals with a license to carry a concealed weapon (CCW).

d. This regulation does not prohibit the possession of a weapon by officers of the Washoe County School District's Police Department.

e. Staff members in possession of tools that may be classified as a dangerous knife or other weapon as part of the course and scope of his/her duties shall be exempt from this prohibition. Such items shall include a Multi-Tool which includes a knife, knives used in the culinary program, and certain tools used by facilities staff.

2. Site Administrator Responsibilities and Authority

a. In accordance with state law, a school principal may grant an exception for a person to carry or possess a weapon on school property.

b. Prior to granting such exception, the school principal or designated site administrator is required to receive specific permission from the Superintendent. Only the Superintendent of Schools shall have the authority to grant a waiver giving permission to any person to carry or possess a weapon on District property.

c. Waiver requests must be submitted in writing to the Office of the Superintendent of Schools, prior to carrying or possessing a weapon on District property.

d. Failure of a site administrator to obtain such permission from the Superintendent may be grounds for disciplinary action.

e. The Superintendent shall work in cooperation with the School Police Department and Office of the General Counsel to review requests for an exception for a person to carry or possess a weapon on District property.

3. Disciplinary Action

a. Any employee in violation of this administrative regulation shall be subject to discipline up to and including suspension, and/or dismissal, in accordance with the employee negotiated agreements, progressive discipline plans, and Nevada state law.

4. Notice

a. The District shall post notice of this prohibition at various locations on school property, and make it part of all applicable handbooks.

DEFINITIONS

1. "Concealed weapon" refers to a weapon that is carried upon an individual in such a manner as not to be discernible by ordinary observation.

2. "Dangerous Weapon" means: An explosive or incendiary device; a direk, dagger, switchblade knife or dangerous knife; a nunchaku or trefoil; a blackjack or billy club or metal knuckles; or a pistol, revolver or other firearm, to include an electronic stun device.

    a. "Firearm" refers to any device from which a metallic projectile, including any ball bearing or pellet, may be expelled by means of spring, gas, air or other force.

    b. "Electronic stun device" means a device that: emits an electrical charge or current that is transmitted by projectile, physical contact or other means; and is designed to disable a person or animal temporarily or permanently.

    c. "Nunchaku" means an instrument consisting of two or more sticks, clubs, bars or rods connected by a rope, cord, wire or chain used as a weapon in forms of Oriental combat.

    d. "Switchblade knife" means a spring-blade knife, snap-blade knife or any other knife having the appearance of a pocketknife, any blade of which is 2 or more inches long and which can be released automatically by a flick of a button, pressure on the handle or other mechanical device, or is released by any type of mechanism. The term does not include a knife which has a blade that is held in place by a spring if the blade does not have any type of automatic release.

    e. "Trefoil" means an instrument consisting of a metal plate having three or more radiating points with sharp edges, designed in the shape of a star, cross or other geometric figure and used as a weapon for throwing.

    f. "Dangerous knife" means a knife having a blade that is 2 inches or more in length when measures from the tip of the knife which is customarily sharpened to the unsharpened extension of the blade which forms the hinge connecting the blade to the handle.

DESIRED OUTCOMES

1. Through this administrative regulation, the District seeks to:

    a. ensure and maintain a safe learning and working environment for students, staff and visitors to District properties; and

    b. comply with state and federal laws and regulations related to safe campuses.

IMPLEMENTATION GUIDELINES

1. This Policy reflects the goals of the District's Strategic Plan and aligns/complies with the governing documents of the District, to include:
    a. Board Policy 9205, Safe and Respectful Learning Environment
    b. Board Policy 4119, Separation
    c. Board Policy 4205, Standards of Professional Conduct
    d. Board Policy 1505, Visitors to District Property
    e. Board Policy 5100, Student Behavior
    f. Board Policy 9085, Delegation to the Superintendent
2. This Regulation complies with Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), to include:
    a. Chapter 202, Crimes Against Public Health and Safety, and specifically:
        i. NRS 202.253 – 202.362, Dangerous Weapons and Firearms
        ii. NRS 202.3653 – 202.369, Concealed Firearms
    b. Chapter 391, Personnel, and specifically:
        i. NRS 391.330: Grounds for suspension or revocation of license.
        ii. NRS 391.750 391.800: Disciplinary Action
    c. Chapter 393, School Property, and specifically:
        i. NRS 393.410, Damage to School Property (Unlawful Acts).

REVIEW AND REPORTING

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

REGULATION HISTORY

Date	Revision	Modification
11/15/2012	1.0	Adopted
12/20/2012	1.1	Updated definitions to include electronic stun device
9/18/2017	2.0	Revised: clarified exemption to prohibition against possession of a weapon may only be made by Superintendent

EXHIBIT 5.5

EXHIBIT 5.5

Washoe County School District

WASHOE COUNTY SCHOOL DISTRICT
Office of Human Resources

CERTIFIED EMPLOYEE ORIENTATION CONFIRMATION

Caidyn Edlund
(Please print name)

CE Employee Online Brochures
CE Workers' Compensation Questions and Answers
CE Family and Medical Leave Act
CE Americans with Disabilities Act as Amended
CE Drug-Free Environment
CE Why CPR?
CE Mandatory Self-Reporting by Staff (Administrative Regulation 4160)
CE Payroll Calendar
CE School Locator Map
CE Start Fresh - TSA
CE Teacher's Salary Schedule
CE AESOP Phone Instructions and Overview
CE Licensure Information
CE Deadlines & Dates
CE Graduate Credits for Salary Advancement

CE Ethical Standards (Administrative Regulation 4111) and Acknowledgement of Receipt
CE Direct Deposit Authorization Form
CE W-4 Form
CE Final Paycheck Beneficiary
CE Network Rules of Acceptable Use
CE Equal Employment Opportunity Employee Survey
CE PERS Member Enrollment Form
CE PERS Survivor Beneficiary Designation
CE Social Security Notification & Windfall Elimination Provision
CE Nevada Workplace Safety Brochure
CE Mandatory Reporting Child Abuse and Neglect Form and Acknowledgement of Receipt
CE Mandatory Harassment Training
CE Breach of Contract/Teaching Status Form
CE WEA Sick Bank Authorization & Procedure

Are you a currently a Nevada PERS retiree? Please answer as applicable to you... Yes or (No)

By signing this form, I acknowledge that I have received a copy of the documents initialed above. I also acknowledge that I am responsible for being aware of and complying with all District Policies and Board of Trustees Regulations.

Employee Signature 8/12/14 Date

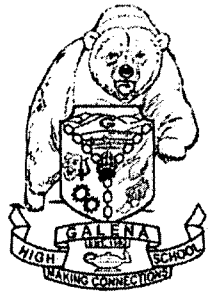
Human Resources Technician Signature 8/12/14 Date

Updated_7.10.2013

EXHIBIT 5.6

EXHIBIT 5.6

GALENA
HIGH SCHOOL
WASHOE COUNTY SCHOOL DISTRICT
3600 BUTCH CASSIDY WAY
RENO, NEVADA 89511
Phone 775-851-5630
Fax 775-851-5607



Thomas C. Brown, Principal
[redacted]esa Burrows, Assistant Principal
Marcus Culpepper, Assistant Principal
Erika Sanchez, Assistant Principal
Amanda Pippin, Dean of Students
Greg Sakelaris, Athletic Director

May 10, 2018

HAND DELIVERED
Caidyn Edlund
21510 Dortort Dr.
Reno, NV. 89521

RE: Notice of Administrative Leave With Pay

Dear Mr. Edlund:

Be advised, you are hereby placed on Administrative Leave with Pay effective **Thursday, May 10, 2018**, pending an investigation into allegations related to your recent arrest. Be further advised, you are not allowed on District property for any reason and you must turn over to me all District property in your possession. In the event you believe that you need to come on to District property, you must contact me for approval. While you are on Administrative Leave with Pay you must be available by telephone and available to report to a work site or another location, as you may be directed, during regular business hours in order that the District can contact you, if need be.

You are further directed not to discuss this pending investigation with anyone except your WEA representative.

Contact me with any questions.

Sincerely,

Tom Brown
Principal

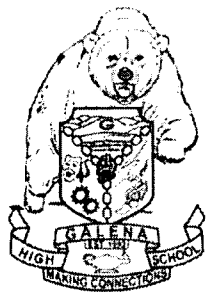
cc: Virginia R. Doran, Director of Labor Relations
Richard Swanberg, Area Superintendent
Aliena Anderson, Human Resources Technician

EXHIBIT 5.7

EXHIBIT 5.7

GALENA HIGH SCHOOL

WASHOE COUNTY SCHOOL DISTRICT
3600 BUTCH CASSIDY WAY
RENO, NEVADA 89511
Phone 775-851-5630
Fax 775-851-5607



Thomas C. Brown, Principal
Teresa Burrows, Assistant Principal
Marcus Culpepper, Assistant Principal
Erika Sanchez, Assistant Principal
Amanda Pippin, Dean of Students
Greg Sakelaris, Athletic Director

September 20th, 2018

Sent by US Mail and personal email : edlund.sid@gmail.com;

Caidyn Edlund
21510 Dortort Dr
Reno, NV. 89521

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

Dear Mr. Edlund:

You are directed to meet with me for an investigatory/due process meeting on Friday, September 28, 2018 at 8:30 am. The meeting will take place at Galena High School in the main conference room. In attendance at the meeting with you and me will be Anthony Spotts, Director of Labor Relations.

The purpose of this meeting is to discuss the allegations of unprofessional conduct as follows:

> NRS 391.750 (c) Unprofessional conduct; (i) Inadequate performance; (k) Failure to comply with such reasonable requirements as a board may prescribe; (n) Any cause which constitutes grounds for the revocation of a teacher's license; (u) Gross misconduct; and
>
> Administrative Regulation 4675-Staff Responsibilities: Possession of a Weapon on School District Property Prohibited; and
>
> NRS 202.265

The allegations are regarding incidents that occurred on May 10, 2018 and consist of the following:

On said date during a random search of the Galena back parking lot, WCSD School Police dog had a "hit" on your car. School police requested consent to search your vehicle. You refused to grant consent for the search.. Washoe County School Police proceeded with the search after receiving approval from the Washoe County District Attorney's Office. During the search, school police found a loaded Taurus PT111G2 9mm handgun in a tan bag on the front passenger seat of your vehicle. The 9mm weapon had 10 rounds in the magazine and a round in the chamber. After finding the loaded weapon you were arrested by school police, pursuant to NRS 202.265. A bag of white capsules was also found and you were charged with a violation of NRS 453.336.2a. The second charge has subsequently been dropped after the Washoe County Crime Lab designated the pills as not a controlled substance.

At the meeting, you will have the opportunity to respond to all allegations. You will also be advised at the meeting, on the record, that you will be required to respond to all allegations and that failure to do so may constitute insubordination.

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

Be advised that if the allegations are found to be true, you may face disciplinary action, which can range from a written warning, written reprimand, suspension without pay, letter of admonition, demotion, or termination. Be further advised, that you have the right to have an Association Representative or other representation present with you at the meeting. The District has not reached a conclusion as to what, if any, discipline is appropriate, but will do so only after it receives your response to the allegations.

If legal counsel will represent you, you must inform me no later than **Friday, September 21, 2018 at 5:00 pm.**

Sincerely,

Tom Brown
Principal

Attachments: NRS 391.750
WCSD Regulation 4675
NRS 202.265

cc: Emily Ellison, Chief Human Resources Officer
Virginia R. Doran, Director of Labor Relations
Joe Ernst, Area Superintendent

EXHIBIT 5.8

EXHIBIT 5.8

To: Mr. Caidyn Edlund
Date: September 28, 2018
Re: Garrity Statement that you cannot be compelled to self-incriminate yourself. See, Garrity v. New Jersey 385 U.S. 493 (1967)

Be advised, that today you will be questioned as part of an administrative investigation of the Washoe County School District (District), which may result in possible discipline action against you. You will be asked questions specifically directed and narrowly related to the allegations contained in the Notice of Investigatory/Due Process Meeting and Right to Representation letter, dated September 20, 2018. You are entitled to all the rights and privileges guaranteed by the laws and constitution of the State of Nevada and the Constitution of the United States, including the right not to be compelled to incriminate yourself. You are further advised that if you refuse to answer questions related to the allegations, the performance of your duties, your conduct or fitness for duty, you will be insubordinate and subject to discipline up to and including dismissal from service with the District. If you do answer, your statements and any information or evidence which is gained by reason of such statements cannot be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to the District's administrative investigation.

I have read and understand the Garrity Statement above.

Caidyn Edlund — 9/28/18
Date

Others attending the Investigatory/Due Process Meeting

Bret Whipple
Counsel for Mr. Edlund

9/28/18
Thomas Brown
Principal, Galena High School

9/28/18
Anthony Spotts
Labor Relations Specialist, WCSD

EXHIBIT 5.9

EXHIBIT 5.9

GALENA HIGH SCHOOL

WASHOE COUNTY SCHOOL DISTRICT
3600 BUTCH CASSIDY WAY
RENO, NEVADA 89511
Phone 775-851-5630
Fax 775-851-5607

Thomas C. Brown, Principal
Teresa Burrows, Assistant Principal
Marcus Culpepper, Assistant Principal
Erika Sanchez, Assistant Principal
Amanda Pippin, Dean of Students
Greg Sakelaris, Athletic Director

October 23, 2018

DELIVERED BY US MAIL – CERTIFIED #70151660000006352398 AND BY EMAILedlund.sid@gmail.com

Caidyn Edlund
21510 Dortort Dr
Reno, NV. 89521

RE: Notice Of Recommended Dismissal

Dear Mr. Edlund:

Be advised that pursuant to NRS 391.775 and the Washoe County School District (District) Superintendent's authority to make all employee separation decisions as delegated by the District Board of Trustees on February 14, 2006, I recommend to the Superintendent that you be dismissed from service with the District. The basis for this action is found in NRS 391.750 (1): (c) Unprofessional conduct; (i) Inadequate performance; (k) Failure to comply with such reasonable requirements as a board may prescribe; (n) Any cause which constitutes grounds for the revocation of a teacher's license; (u) Gross misconduct; and Administrative Regulation 4675-Staff Responsibilities: Possession of a Weapon on School District Property Prohibited; and NRS 202.265

On September 28, 2018, an Investigatory/Due Process (IDP) meeting was held with you to hear your responses to the allegations. Also in attendance with you and me at the meeting was your attorney, Bret Whipple, and Anthony Spotts, Labor Relations Specialist for the District. Prior to any discussion, you and your legal counsel reviewed and signed a Garrity warning advising you that you were directed to answer the questions provided.

During the IDP meeting, you indicated that on May 10, 2018 you accidently brought a loaded Taurus PT111G2 9mm (the handgun) in a tan bag situated on the front passenger seat of your vehicle. The handgun was fully loaded with 10 rounds in the magazine and a round in the chamber. The handgun was discovered during a search of your vehicle after a Washoe County School Police K-9 unit dog "alerted" on your vehicle during a random drug search of the Galena High School parking lot. You stated that on the morning of May 10, 2018 you had inadvertently left the gun in your gym bag from the night before. You stated that as a concealed weapon permit holder you carry the handgun with you all the time. You stated further that when you carry the handgun with you to the gym you place the handgun in your gym bag, which is what you did on May 9, 2018, and on the morning of May 10, 2018, you simply forgot that the gun was in your gym bag.

I find that being permitted to carry a concealed weapon in Nevada you are trained in the applicable concealed carry laws of Nevada, including NRS 202.265. I find also that as an employee of the District you are required to know and comply with all District policies and administrative regulations. I find that you bringing a fully loaded 9mm handgun to the Galena High School campus while school in session violates NRS 202.265 and District Administrative Regulation 4675-Staff Responsibilities: Possession of a Weapon on School District

Property Prohibited. I find that your response that you simply forgot you had a loaded handgun in your vehicle as you parked at Galena High School is not persuasive. You state that you carry a weapon all the time. As such, you are obligated to know and obey the laws of Nevada and the policies and administrative regulations of the District. Either your act of bring a loaded 9mm handgun on to Galena High School campus or your omission of not removing the handgun from your vehicle prior to coming on to the property is reckless and in deliberate disregard of the interests of our students, Galena High School and the District.

After investigating this matter, including your responses at your IDP meeting, I find that your conduct violates:

> NRS 391.750 (1): (c) Unprofessional conduct; (i) Inadequate performance; (k) Failure to comply with such reasonable requirements as a board may prescribe; (n) Any cause which constitutes grounds for the revocation of a teacher's license; (u) Gross misconduct; and Administrative Regulation 4675 – Staff Responsibilities: Possession of a Weapon on School District Property Prohibited; and NRS 202.265.

Therefore, I find that your violations above warrant that you be dismissed from service with the District.

My recommendation to the Superintendent is that you be dismissed from service with the District effective November 19, 2018. You are hereby placed on Administrative Leave without pay effective October 25, 2018. If you wish to have a hearing with the Superintendent regarding this suspension, you must advise the Superintendent in writing of your request no later than November 19, 2018.

Please contact me to make further arrangements to collect any personal items that may be at the school.

Sincerely,

Tom Brown
Principal

I approve this recommendation for dismissal.

Joe Ernst 10/22/18

Joe Ernst, Area Superintendent Date

cc: Emily Ellison, Chief Human Resources Officer
Joe Ernst, Area Superintendent
Virginia R. Doran, Director of Labor Relations
Aliena Anderson, Human Resources Technician

EXHIBIT 5.10

EXHIBIT 5.10

State of Nevada

License for Educational Personnel

License No. 80834

This License Certifies That

Caidyn Edlund

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 - Special Education	K-12	09/19/2008	Generalist	06/20/2017	05/27/2023

Provisions to be satisfied

Provisions	Required Due Date
All provisions have been satisfied.	

Renewal Requirements

Renewal Requirements	Required Due Date

State Superintendent of Public Instruction

EXHIBIT 5.11

EXHIBIT 5.11

Evaluation Cover Sheet
WASHOE COUNTY SCHOOL DISTRICT
Office of Human Resources

Employee Legal Name: CAIDYN EDLUND

Employee Number: E00049016

School Year: 2017-2018

Location: AREA 5: GALENA HIGH SCHOOL

Employee Assignment	Type of Contract	Type of Evaluation	Hire Date
Teacher	Standard	Post-Probation	08/05/2014

40th Day Observation Date(s) (Probation A and Off Cycle Plans):

80th Day Observation Date(s) (Prob A, Prob B, and Off Cycle Plans):

120th Day Observation Date(s) (All Plans):

02/12/2018

Qualitative Rating

	Score	Rating
Qualitative Ratings	3.06	Effective

Local Student Outcome (SLO)

	Local Student Data	Local Student Data Score
Local Student Data Score	Targets Met and/or Growth by 2: 100.00%	4

Final Evaluation Rating:

Pursuant to NRS 391.685 and 391.690 the overall performance of this employee is:

Final Score	Final Rating
3.25	Effective

In accordance with NRS 391.685, an evaluator charged with the evaluation of a first year Probationary licensed employee shall formally observe, with pre and post conferences, the performance of the licensed employee a

minimum of three times with the first formal observation taking place by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction. An evaluator charged with the evaluation of a second year Probationary licensed employee shall formally observe the performance of the licensed employee a minimum of two times with the first formal observation taking place by the 80th day of instruction and the second between the 80th and 120th day of instruction. An evaluator charged with the evaluation of a third year Probationary licensed employee shall formally observe the performance of the licensed employee a minimum of one time with the formal observation taking place by the 120th day of instruction. If the employee received a rating of less than Effective in any of the three probationary years and employment is continued, the employee shall be formally observed three times the following year with the first formal observation taking place by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction. One evaluation will be given in each of the three probationary years.

In accordance with NRS 391.690, an evaluator charged with the evaluation of a Post-Probationary licensed employee with a "Highly Effective" or "Effective" rating from their previous evaluation shall formally observe, with pre and post conferences, the performance of the licensed employee a minimum of one time by the 120th day of instruction with one evaluation given. A Post-Probationary licensed employee receiving a less than Effective overall performance rating shall be formally observed, with pre and post conferences, three times in the succeeding school year with one evaluation given. The first formal observation being by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction.

Evaluator Signature and Date: ACCEPTED by MARCUS A CULPEPPER on 04/12/2018 at 08:36 AM
Licensed Employee Signature and Date: ACCEPTED by CAIDYN L EDLUND on 04/12/2018 at 03:05 PM
Licensed Employee Comments:
I have no concerns regarding my evaluation with the exception of the following statement:

"In standard 4f Mr. Edlund has been rated as developing.

Mr. Edlund shared with me that he was unhappy with some of the administrators at Galena. Other staff has shared with me that Mr. Edlund is unhappy with administration and he has freely shared that information with them.

Sharing negative information about administration with colleagues is one way to diminish the positive culture that is trying to be built between the staff.

I would like to see Mr. Edlund share and keep his concerns with administration and not spread his frustrations around the staff."

It is true that I confided in Mr. Culpepper regarding the disparate treatment from other administration. However, it is no secret that this has been happening to me as some of my colleagues have witnessed the treatment first hand and not through my own communication, but likely rather through the typical lunchtime chit chat. I also suspect, much like last year, that my team teacher was involved in relaying whatever "information" was supposedly "freely shared". Not because anything was shared by myself, but rather because this person manages to learn of just about anything gossip-worthy and spread it around like wildfire or report it as a half-truth or all out lie.

I am in general disagreement with the rating and description in Standard 4f as I feel much like last year's evaluation narrative, that it is based purely on heresay and not actual evidence or fact.

Finally, the "positive culture" at a school should not be so fragile that one staff member being upset with adminstration could diminish it enough to have a significant impact. If there is a certain portion of individuals that feel there are less than ethical practices occuring within an institution (which there are at Galena), they do have the right to speak up and collaborate in order to facilitate improvements in their work conditions and/or treatment. So had I actually done this, I still do not believe it warrants being marked down in this category. Especially since sharing concerns with administration has previously only resulted in additional problems for myself.

I have greatly appreciated the guidance and genuine consideration Mr. Culpepper has provided to me this school year and I would look forward to working with him again in the future.

Evaluation Narrative

Standard 1 – Planning and Preparation

Mr. Edlund is effective or highly effective in most components of standard 1.

In meetings with Mr. Edlund it is evident that he knows the content and pedagogy that surrounds his students. He is knowledgeable of his students as well and this shows when attending his IEP meetings. In an IEP for Student VF he shared data with Mom that VF would be successful in a Foundations of English class rather than English with Mr. Edlund. He also worked with the student and the mom to get VF moved to an aerobics class because he knew that she could be successful there in order to get her into an English class.

Mr. Edlund is also knowledgeable about different resources that are available to his students. His class consistently uses the RTC bus system to take field trips into the community.

Mr. Edlund could improve about standard 1e, designing coherent instruction. In an observation on 2/12 I observed a lesson on writing a friendly envelope. There were parts of the lesson that were a little confusing, and this led to some students not being sure what to do. Specifically, a list of potential topics to write about was displayed. There was no referring to this list other than "here is a list of topics you can write about. Not reviewing the list limits the structure of the lesson and leave some students struggling with where to go in the lesson during independent work time.

Taking more time to review the list with students and brainstorm ideas may have made this part of the lesson flow smoother than it did.

Standard 2 – Classroom Environment

Mr. Edlund does a great job of creating a positive classroom environment.

Within his classroom Mr. Edlund has created an environment of respect and rapport that facilitates a culture for learning. Students are also aware of classroom procedure that help the class to run smoothly.

Mr. Edlund's use of physical space in his classroom allows his to effectively manage student behavior. Mr. Edlund has students seated in such a way that all students have their own workspace or table in the classroom. Having students seated the way that Mr. Edlund does allows students to have more physical space between them and their peers. For the population the Mr. Edlund works with proximity between students can be difficult for some of them and it appears that he knows that.

Due to Mr. Edlund's classroom environment he is providing a space where students are set up to help them be as successful as possible.

Standard 3 - Instruction

Mr. Edlund is excellent at communicating with his students and being flexible and responsive to his practice.

Mr. Edlund posts objectives and short agendas about what students will be covering in class. In an observation I completed on Mr. Edlund he also referred to the posted objective during the lesson. In the same lesson he also checked in with students numerous times to see have the pacing of their work was going. Many times he asked students if the needed more time to complete the assignment. Het usually met them someone in the middle and gave them the time they requested.

Mr. Edlund's attention to his students' progress ensure that they are able to be successful and have a voice in the classroom.

One area that Mr. Edlund could improve is standard 3b, using questioning and discussion techniques. In an observation below student discussions and interactions allow limited opportunities to develop understanding

During Mr. Edlund's formal observation on 2/12 it was noted that he did not ask many questions throughout the writing portion of his lesson. Near the end when working on vocabulary he did ask many DOK 1 questions.

Asking higher level questions as appropriate is beneficial to help students deepen their understanding of the content you are teaching.

By asking more question throughout his lesson Mr. Edlund can help to deepen the thinking skills and understanding of his students. More questions will also help students to begin to generate their own questions for discussions.

Standard 4 – Professional Responsibility

Mr. Edlund plays an active role in the professional community at Galena.

Mr. Edlund maintains accurate record in infinite campus as well as in his IEP writing. He [redacted] strong partnerships with family and has always had a positive rapport with parents when I have been present for IEP meetings.

The impact of this is that these positive relationships go a long way in making sure that parents feel like their students are in a place where they are cared for and learn to be productive citizens.

In standard 4f Mr. Edlund has been rated as developing.

Mr. Edlund shared with me that he was unhappy with some of the administrators at Galena. Other staff has shared with me that Mr. Edlund is unhappy with administration and he has freely shared that information with them.

Sharing negative information about administration with colleagues is one way to diminish the positive culture that is trying to be built between the staff.

I would like to see Mr. Edlund share and keep his concerns with administration and not spread his frustrations around the staff.

Evaluation Cover Sheet
WASHOE COUNTY SCHOOL DISTRICT
Office of Human Resources

Employee Legal Name: CAIDYN EDLUND

Employee Number: E00049016

School Year: 2016-2017

Location: AREA 3: GALENA HIGH SCHOOL

Employee Assignment	Type of Contract	Type of Evaluation	Hire Date
Teacher	Standard	Post-Probation	08/05/2014

40th Day Observation Date(s) (Probation A and Off Cycle Plans):

80th Day Observation Date(s) (Prob A, Prob B, and Off Cycle Plans):

120th Day Observation Date(s) (All Plans):

09/28/2016

Final Evaluation Rating:

Pursuant to NRS 391.685 and 391.690 the overall performance of this employee is:

Final Score	Final Rating
2.87	Effective

In accordance with NRS 391.685, an evaluator charged with the evaluation of a first year Probationary licensed employee shall formally observe, with pre and post conferences, the performance of the licensed employee a minimum of three times with the first formal observation taking place by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction. An evaluator charged with the evaluation of a second year Probationary licensed employee shall formally observe the performance of the licensed employee a minimum of two times with the first formal observation taking place by the 80th day of instruction and the second between the 80th and 120th day of instruction. An evaluator charged with the evaluation of a third year Probationary licensed employee shall formally observe the performance of the licensed employee a minimum of one time with the formal observation taking place by the 120th day of instruction. If the employee received a rating of "Minimally Effective" or "Ineffective" in any of the three probationary years and employment is continued, the employee shall be formally observed three times the following year with the first formal observation taking place by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction. One evaluation will be given in each of the three probationary years.

In accordance with NRS 391.690, an evaluator charged with the evaluation of a Post-Probationary licensed employee with a "Highly Effective" or "Effective" rating from their previous evaluation shall formally observe, with pre and post conferences, the performance of the licensed employee a minimum of one time by the 120th day of instruction with one evaluation given. A Post-Probationary licensed employee receiving an "Ineffective" or "Minimally Effective" overall performance rating shall be formally observed, with pre and post conferences, three times in the succeeding school year with one evaluation given. The first formal observation being by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction.

Evaluator Signature and Date: ACCEPTED by THOMAS BROWN on April 20, 2017 at 12:58 PM
Licensed Employee Signature and Date: ACCEPTED by CAIDYN EDLUND on April 21, 2017 at 01:34 PM
Licensed Employee Comments:

Unfortunately, I find the wording in this evaluation narrative very inaccurate, without merit, and unnecessarily damaging to my reputation as a professional educator. Never in my 10 years have I been questioned regarding my integrity or trustworthiness and there is a very good reason for that; I am an honest and trustworthy person and professional. I have always done my job, done it well, and made every effort to improve based on the feedback I've been given. In this evaluation narrative, I have been referred to as being "dishonest" during an investigation regarding an incident between two students with severe disabilities. I was questioned several times, wrote at least one statement, and provided all information as I recalled it to the best of my ability. My story has never changed. Once the investigation was completed, I was disciplined with a Counseling Memorandum due to failure to report sexual harassment between two students in special education, one of which does not even begin to grasp why his actions are inappropriate. Due to other significant concerns about legal action by the high profile parents of the victim student, I focused on that child's supposed injury (occurring just before the incident of sexual harassment), rather than the sexual harassment behavior that was already known for this student to have in the past and was considered due to disability. Because of this, I was also labeled as not "considering the victim" – the "victim" was already receiving all of my attention at the time of the incident anyway.

I have repeatedly asked for guidelines in print, to determine what timeline isindicated for reporting an issue of this nature. I have been told by administration "immediate". However, training materials provided indicate "before leaving campus". While I fully agree that "immediate" is definitely a better option, I had not yet left campus for the day before I was called into the office to be immediately questioned about the incident that had occurred off campus during job training. Just prior to being called in and questioned (without my union representative), I was planning on inputting the incident into Infinite Campus for documentation
purposes. It had been discussed with a colleague who was also present at the job training site, that it should be documented in that manner since he had been present for previous incidents. He and I had a misunderstanding regarding who was going to input the information but we figured it out towards the end of the day. In all honesty, while the judgement call I made was likely not the correct one, I had not left campus for the day, thus I had not broken the rules and technically should not have been disciplined. I have not made an issue out of that because I am willing to accept responsibility for what happened. Nevertheless, at no point was I attempting to conceal or cover up anything that had happened in relation to that incident like it appears my evaluator is trying to imply.

I am in strong disagreement with the accusation of being dishonest during the investigation, as well as being responsible for the incident itself. I have attempted to discuss my concerns over the wording being used; requested to meet, requested to review the "information" that had led my evaluator to believe I am dishonest; and expressed concerns over "rumors" he reports to have heard about this incident and other minor issues. The two times I have spoken with my evaluator, I have been given the runaround, accused of making excuses, and told its "a done deal". At no point was I given an opportunity to review information that led him to believe I was "dishonest". At this point, I can only conclude that specific statements in my evaluation are based solely on hearsay and not actual facts or evidence. In regards to the "excuses" being made about my teaching performance; again, I have not been given any evidence or descriptions of incidents in which I was making
excuses for my teaching performance. I have accepted plenty of feedback, without question, for two years at this school. I have occasionally thrown in my response to feedback as have been led to believe by many successful educators that an open discussion on instruction is much more effective than being dictated to. I have attempted to follow suggestions made by last year's evaluator by tracking down the technology suggested, only to be told that there is none available. Furthermore, stating that I made "excuses" for teaching performance does not align with how my evaluation ratings indicate that my
teaching performance is indeed, "effective", the evaluation narrative further supports these ratings. I do not feel I have anything to make excuses about.

Additional responses are also listed below.

"During the year, there were incidences of
inappropriate student behavior that were not respectful."

-There was ONE incident, which was briefly
described above.

"Mr. Edlund responded to these situations in away that was inconsistent and did not respect the student's dignity."

Again, there was ONE incident. The wording here implies there was more than one incident.

"During the situations, the behavior of the students was not monitored and Mr. Edlund was not aware of what the students were doing."

The ONE incident that occurred had occurred in the men's restroom at Bartley Ranch during job training. I do not typically
accompany our students to the restroom, especially with the high profile student, in order to protect myself from false accusations that could result in serious detriment to my career. While I will accompany a student to the restroom if necessary, I have not ever been directed to do so with the student who perpetrated the incident. Despite the student having shown this behavior in the past, it had not occurred in almost a year and had NEVER occurred in a bathroom, but rather the locker room at school.

"Mr. Edlund needs to be more aware of student behavior and respond appropriately when misbehavior occurs."

Anyone who truly knows me professionally can attest to the fact that I am not a pushover when it comes to discipline and student behavior. I run a tight ship in that department. I am a huge proponent of enforcing behavioral expectations and following through consistently with appropriate consequences. This is one of the reasons I monitor Lunch Detentions during my lunch period. Additionally, I maintain excellent awareness of student behavior, to the best of my ability. Although, I cannot be everywhere at all times. For example, last year after hours, I was made aware of a somewhat similar situation as the one at Bartley Ranch. I immediately notified my administration on their personal phone as I was well aware of the gravity of the situation. This was a one time misstep and it appears in my evaluation as if I have no control or awareness of anything going on in my classroom. This is far from accurate and I find it offensive that someone would even attempt to insinuate such things.

Finally, I would like to add that I find Galena High School to be the best educational institute I have ever worked at. The expectations are high and the performance of all persons here shows it. I know my administration has everything to do with that. I find this to be a very nice place to work. As a result, I feel very conflicted on having to write this response to defend myself against the harmful statements made in my evaluation by the administrator that I respect so much. It is not my intention to speak ill of my administration, but rather to rightfully defend myself and my reputation against false accusations and unsubstantiated comments found within this year's evaluation narrative.

Evaluation Narrative

Planning and Preparation

Lessons are aligned to clear outcomes, that are suitable for all students in the class.

During formal and informal observations, multiple daily objectives are posted.

This creates a class that is focused on specific learning goals.

Student groups are varied and support the instructional outcomes and student learning.

During formal and informal observations, some students are working with 1-1 aides while other students work as a whole class in a larger group.

This supports student learning at levels appropriate to each students' ability

Classroom environment

Instructional outcomes, activities, assignments, and classroom interactions convey high expectations for students and students take pride in their work.

During formal and informal observations, students in the CLS class are consistently active and engaged in activities that support the learning goals.

During observations of classroom activities, students are eager to share what they know and can do with teachers and the evaluator.

Mr. Edlund is rated at minimally effective in creating an environment of respect and rapport (2a) and ineffective in managing student behavior (2d) for being inconsistent in creating an environment of respect and being inconsistent in managing and responding to student misbehavior.

During the year, there were incidences of inappropriate student behavior that were not respectful.

Mr. Edlund responded to these situations in a way that was inconsistent and did not respect the student's dignity.

During the situations, the behavior of the students was not monitored and Mr. Edlund was not aware of what the students were doing.

The impact of this is that students in the class were put in a situation that was dangerous to their emotional health and well-being.

Mr. Edlund needs to be more aware of student behavior and respond appropriately when misbehavior occurs.

Instruction

Most of the activities and assignments are differentiated with most students engaged with opportunities for interaction and discussion.

During formal and informal observations, students participated in activities aligned to the learning goals and differentiated for students ability levels.

This creates a classroom where students learn at a level appropriate for their skills.

Students are groups in a manner that is appropriate for instructional purposes and students ability.

During observations, students are grouped in a manner consistent with both the learning goals and the students ability levels.

This creates a class that meets the needs of each student.

Professional responsibility

Mr. Edlund is rated as minimally effective in 4e for accepting, with some reluctance, feedback on teaching performance from both supervisors and professional peers.

Throughout the year, on multiple occasions, Mr. Edlund has been in conversations with supervisions about curriculum and instruction in the CLS class. His response to these conversations can be characterized as reluctant, with excuses being made for the teaching performance.

The impact of this is that our teaching and learning environment is not as good as it could be.

Mr. Edlund should work to take critical feedback in a positive manner and work to implement the guidance of supervisors.

Mr. Edlund is rated as minimally effective in 4f for being dishonest in interactions with colleagues, not complying with

school regulations, and not responding to students' needs.

Mr. Edlund was not completely honest when dealing with a situation involving inappropriate student behavior. Only through extensive investigation did the entire truth of the situation come out.

Mr. Edlund did not comply with school district regulations with reporting the inappropriate behavior between students.

During the situation of inappropriate behavior, Mr. Edlund did not respond appropriately to the needs of all students involved with the situation.

The impact of this is that students emotional health and well being were put at risk.

Mr. Edlund needs to behave in a professional manner in all situations,

Evaluation Cover Sheet
WASHOE COUNTY SCHOOL DISTRICT
Office of Human Resources

Employee Legal Name: CAIDYN EDLUND

Employee Number: E00049016

School Year: 2015-2016

Location: AREA 3: GALENA HIGH SCHOOL

Employee Assignment	Type of Contract	Type of Evaluation	Hire Date
Teacher	Standard	Post-Probation	08/05/2014

120th Day Observation Date(s):

02/04/2016

Student Achievement Outcome

Student Achievement Targets Met:

Student Achievement Score: N/A

Final Evaluation Rating:

Pursuant to NRS 391.3125 the overall performance of this employee is: Effective

In accordance with NRS 391.3125, one formal observation, with pre and post conferences, for licensed employees with a â€œHighly Effectiveâ€ or â€œEffectiveâ€ rating from their previous evaluation must take place by the 120th day of instruction. One evaluation will be given. Any Post-Probationary licensed employee receiving an â€œIneffectiveâ€ or â€œMinimally Effectiveâ€ overall performance rating shall be formally observed, with pre and post conferences, three times in the succeeding school year with one evaluation given. The first formal observation being by the 40th day of instruction, the second between the 40th day and the 80th day of instruction, and the third between the 80th and 120th day of instruction.

I acknowledge that if I have received an Ineffective or Minimally Effective evaluation rating, I have received and understand the NRS 391.3125 statement above.

Evaluator Signature and Date: ACCEPTED by TERESA BURROWS on 04/11/2016

Licensed Employee Signature and Date: ACCEPTED by CAIDYN EDLUND on 04/12/2016

Licensed Employee Comments:

Mr. Edlund planned a scaffolding activity in which students were brainstorming, writing, reading, working individually and as two groups. (1a, c, 3a)

- Mr. Edlund communicates the instructional outcomes at the beginning of the class to set the expectations of learning.
- Students brainstormed as whole class on the topic of good grooming habits.
- Students had to write their good grooming habits and volunteers would read their sort essays to the class.
- Two groups had to work together to spell the vocabulary used in the grooming habits activity.

As a result, students worked on core standards and were actively engaged in the tasks for the lesson.

Mr. Edlund's delivery of information and interaction to the whole group of students demonstrated limited instructional strategies with classroom interactions. (1a, 2b)

- Observed on 2-4-16, Mr. Edlund working at promethean board spent the majority of the first activity talking more to the Promethean Board or a quarter turn as opposed to facing students to make connections with the class when asking questions.
- During walk through observations listed below:
  - 8-25-15: Mr. Edlund in computer lab with one student for the ten minutes. When an aid came to ask about a student she had a questions on Mr. Edlund, stated "have someone work with him and I will check on him later".
  - For the following walk through; 9-1-2015, 9-17-2015; 9-22-2015; 2-18-2015; 2-23-16: Mr. Edlund would work one-on-one with students having the same conversation about writing, but would not address the whole class.

As a result, the classroom interactions with students when Mr. Edlund as the lead teacher is inconsistent with addressing the whole class.

Recommended, Mr. Edlund should continue to work on being comfortable in front of the class, making eye contact with students when asking questions to include <u>all</u> students in the discussion.

Mr. Edlund routines and procedures are established, but struggled with some minor issue during the observation. (2c)

- Students know the expectations during the beginning of class and what materials they need for each activity.
- During writing journal activity, Mr. Edlund did not plan for a time line to complete task.
- Transition from one activity to the next took 10 minutes of students standing around class.
- Time ran out of the last activity due to poor pacing of activities. There was no closing activity for the class.

As a result, students had some down time between transitions form one activity to the next.

Recommended: Mr. Edlund when planning lessons should consider the time line in which activities might need and adjust accordingly when realize time is running out. Work on having the needed materials ready prior to class so as not to lose instructional time. Also, communicate to the aids prior to a physical activity in which their needs to be set-up

Mr. Edlund's questioning strategies had little wait time to allow students to respond and seemed the focus on covering the material. (3b)

- Teacher would ask questions of students and if there was a delay in response teacher would answer the question.
- Working one-on-one with students, Mr. Edlund would give student word student was struggling to use in their writing.

As a result, Mr. Edlund's check for understanding with use of questions was inconsistent and partially effective.

Recommended: Use wait time when asking questions for students to process their responses. When student is struggling, instead of giving answer, ask student questions to prompt them to come up with the answer.

The CLS Program has built-in program for students to get work experience. Mr. Edlund has worked with the co-teacher and with the community to provide students a variety of work related experiences. Additionally, Mr. Edlund works well with his case load families and partnering with the parents to work on the student goals both at school and at home. (4)

Evaluation Cover Sheet
WASHOE COUNTY SCHOOL DISTRICT
Office of Human Resources

Employee Legal Name: CAIDYN EDLUND

Employee Number: E00049016

School Year: 2014-2015

School: HUG HIGH SCHOOL

Employee Assignment	Type of Contract	Type of Evaluation
Teacher	Standard	Post-Probationary: Formal

In accordance with NRS 391.3125, observations are to include one formal observation for licensed employees with a "Highly Effective" rating from their previous evaluation and two formal observations for a licensed employee with an "Effective" rating from their previous evaluation with pre and post conferences included with each observation. Any Post-Probationary licensed employee receiving an â€ineffectiveâ€™ or â€minimally effectiveâ€™ overall performance rating shall be evaluated three times in the succeeding school year.

April Required Observation Dates:

Formal Observation Date(s): 12/08/2014 12:00:00 PM

01/20/2015 12:00:00 AM

Pursuant to NRS 391.3125 the overall performance of this licensed employee for this evaluation period is:

EFFECTIVE

I acknowledge that if I have received an ineffective or minimally effective evaluation rating, I have received and understand the NRS 391.3125 statement above.

Evaluator Signature and Date: ACCEPTED by TRISTAN MCELHANY on 04/15/2015

Licensed Employee Signature and Date: ACCEPTED by CAIDYN EDLUND on 04/16/2015

Licensed Employee Comments:

Revision 3-7-14

13

Evaluation Narrative

Caidyn Edlund is a first year teacher to Hug High School. He is a hard work er and is an advocate for special education. He is a valued member of the Hug Special Education department and is a value added member to Hug in general.

Standard #1- Effective

1a: Demonstrating Knowledge of Content and Pedagogy- Effective

Teacher demonstrates, in planning and practice, solid knowledge of the important concepts and skills in the standard(s) and how these concepts and skills relate to one another;

- Caidyn builds in support time for core content classes in SSTS that are geared towards student understanding ok knowledge acquisition.

1b: Demonstrating Knowledge of Students- Highly Effective

Teacher demonstrates accurate knowledge of developmental characteristics of the age group, individual students' skills, knowledge, language proficiency, interests, and cultural heritage, and applies this knowledge to individual students;

- Caidyn, as a special education teacher, has a large knowledge bank that the department uses as a reference regarding student issues from data to developmental delays.

1c: Setting Instructional Outcomes- Effective

Teacher ensures

are all clear, written in the form of student learning, and suggest viable methods of assessment most of the time;

- Caidyn ensures students are well aware of the outcomes in his class as well as those he supports.

1d: Demonstrating Knowledge of Resources - Effective

Teacher demonstrates some familiarity with current technology and with resources external to the school and, and knows how to gain access for students.

- Caidyn is a diligent planner that pulls on may resources including core content teacher lesson plans to ensure students receive the support they need.

1e: Designing Coherent Instruction - Effective

Teacher ensures the lesson or unit has a clearly defined structure around which activities are organized.

1f: Designing Student Assessments - Effective

Teacher ensures all the instructional outcomes are assessed and adapted for groups of students as needed.

Standard #2- Effective

2a: Creating an Environment of Respect and Rapport - Effective

Teacher/student interactions are friendly, demonstrate caring and respect appropriate to the age and cultures of the students, and students exhibit respect for the teacher.

- Students in Caidyn' s class know expectations and are handled respectfully and consistently

2b: Establishing a Culture for Learning - Effective

Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value.

- Students in Caidyn' s class are engaged and eager based on the energy given by the teacher.

2c: Managing Classroom Procedures - Effective

Teacher has established procedures and routines for group work, and students follow the behavioral expectations.

2d: Managing Student Behavior - Effective

Teacher is alert to student behavior at all times, and takes the appropriate opportunity to provide positive reinforcement or consequences while respecting each student's dignity, or student behavior is generally appropriate.

2e: Organizing Physical Space - Effective

The physical arrangement of the classroom is safe, and learning is equally accessible to all students.

Standard #3- Effective

3a: Communicating with Students - Effective

The Teacher's oral and written directions, procedures, and explanation of content are clear and appropriate.

- Caidyn has objectives on the board and they are referred to often.
- Students are aware of what is expected from them.

3b: Using Questioning and Discussion Techniques - Effective

Questions are of high quality, are appropriate for lesson objectives, promote thoughtful responses, and adequate time is provided for students to respond.

- Caidyn is adept at explaining things in different ways to ensure students can connect to the material.

3c: Engaging Students in Learning - Effective

Some research- based instructional strategies are used, and appropriate technology is incorporated into the lesson.

- Caidyn was involved in an ITL group this year that worked on_____

3d: Using Assessment in Instruction - Effective

provides timely, equitable and specific feedback to students;

- Caidyn used the results of common assessments to ensure students were getting the feedback they needed to progress.

3e: Demonstrating Flexibility and Responsiveness - Effective

Teacher:

- successfully adjusts a lesson in response to students' needs;

- In an SSTS setting Caidyn exhibits flexibility daily depending on the material student bring to class.

Standard #4-Effective

4a: Reflecting on Teaching - Highly Effective

Offers specific alternative actions, complete with the probable success of different courses of action.

- Caidyn reflects on practices and is responsive to student needs. His has the ability to address student issues holistically thought he IEP process.

4b: Maintaining Accurate Records – Highly Effective

Students contribute information, participate in interpreting their results, and contribute to the maintenance of their instructional records when appropriate.

- Caidyn writes thorough and accurate IEP documents.

4c: Developing Partnerships with Families – Highly Effective

Teacher:

- provides consistent and continuous information and assistance to help families and students understand the components of the educational system in and outside the classroom;

- clearly explains, in understandable terms, the instructional program and the student's academic progress, sharing strategies/resources to support academic learning tailored to the student's areas of need;

- maintains consistent and continuous positive relationships/connections with families, and fosters outreach opportunities in both traditional and non-traditional means;

- communicates frequently with families and is able to prepare students to communicate and explain their progress to others;

- consistently demonstrates an understanding of cultural differences, and communicates with students and families by initiating additional opportunities to build cultural awareness and understanding.

- Caidyn ensures parents are updated on progress and encourages their participation in the IEP process

4d: Participating in a Professional Community- Effective

- Teacher actively participates in a culture of professional collaboration;

- volunteers to participate in school a[redacted]istrict events and projects, making a substantia[redacted]ntribution.

- Caidyn has become involved in the leadership of the department and has become a valuable advocate for special education on the campus

4e: Growing and Developing Professionally

Teacher:

- seeks out opportunities for professional development to enhance content knowledge and pedagogical skill, and implements them in instructional practices;

4f: Showing Professionalism- Effective

Teacher:

- holds the highest standards of honesty, integrity, and confidentiality;

- always complies fully with school and district regulations

- Even when faced with strong opposition Caidyn acts ethically and ensures he is an advocate for students above all else.

Recommendations: Caidyn needs to continue to be a vocal advocate for special education students. He is a passionate person with the ability to positively effect student lives. Caidyn also needs to be comfortable with the material he is supporting.

Commendations: Caidyn is to be commended on his desire to be a campus leader. His recent attempt to become a department leader was promising and he would be remiss in not continuing to pursue leadership opportunities.

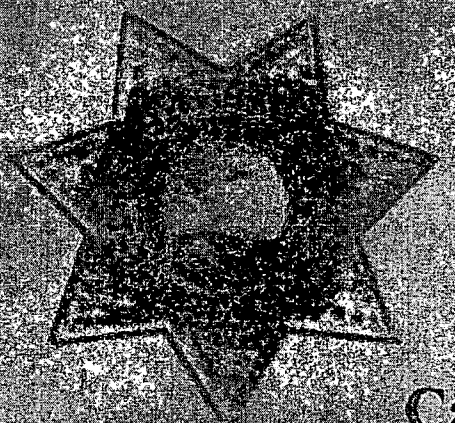
16

EXHIBIT 5.12

EXHIBIT 5.12

STOREY COUNTY SHERIFF'S OFFICE

NEVADA
CONCEALED FIREARM PERMIT



 # 1449

Issued: 01/18/17

Expires: 01/18/22

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

Date of Birth: 05/27/82

Height: 5' 05" Weight: 200

Semi-automatic firearms authorized: YES

Revolvers authorized: YES

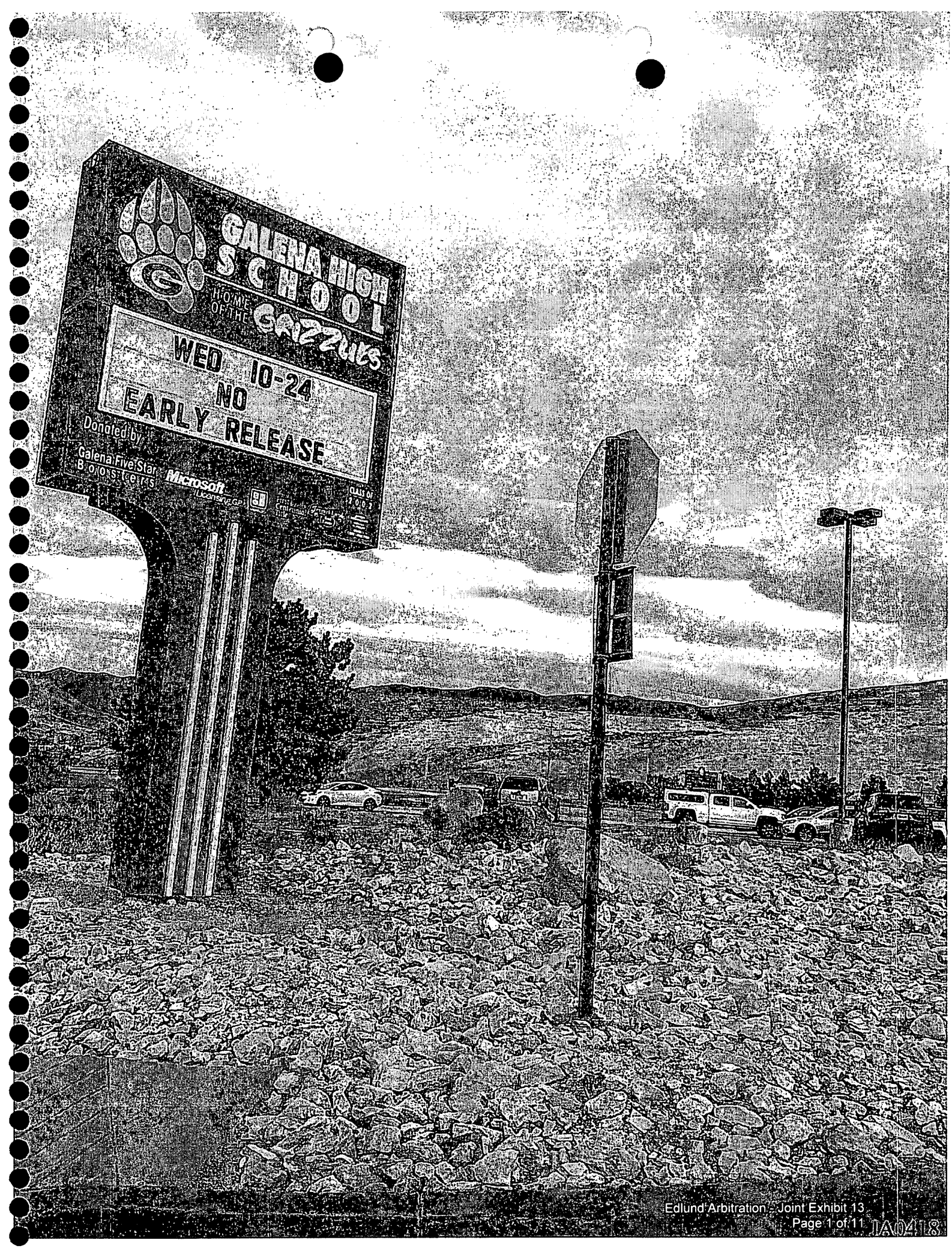
Issued By:

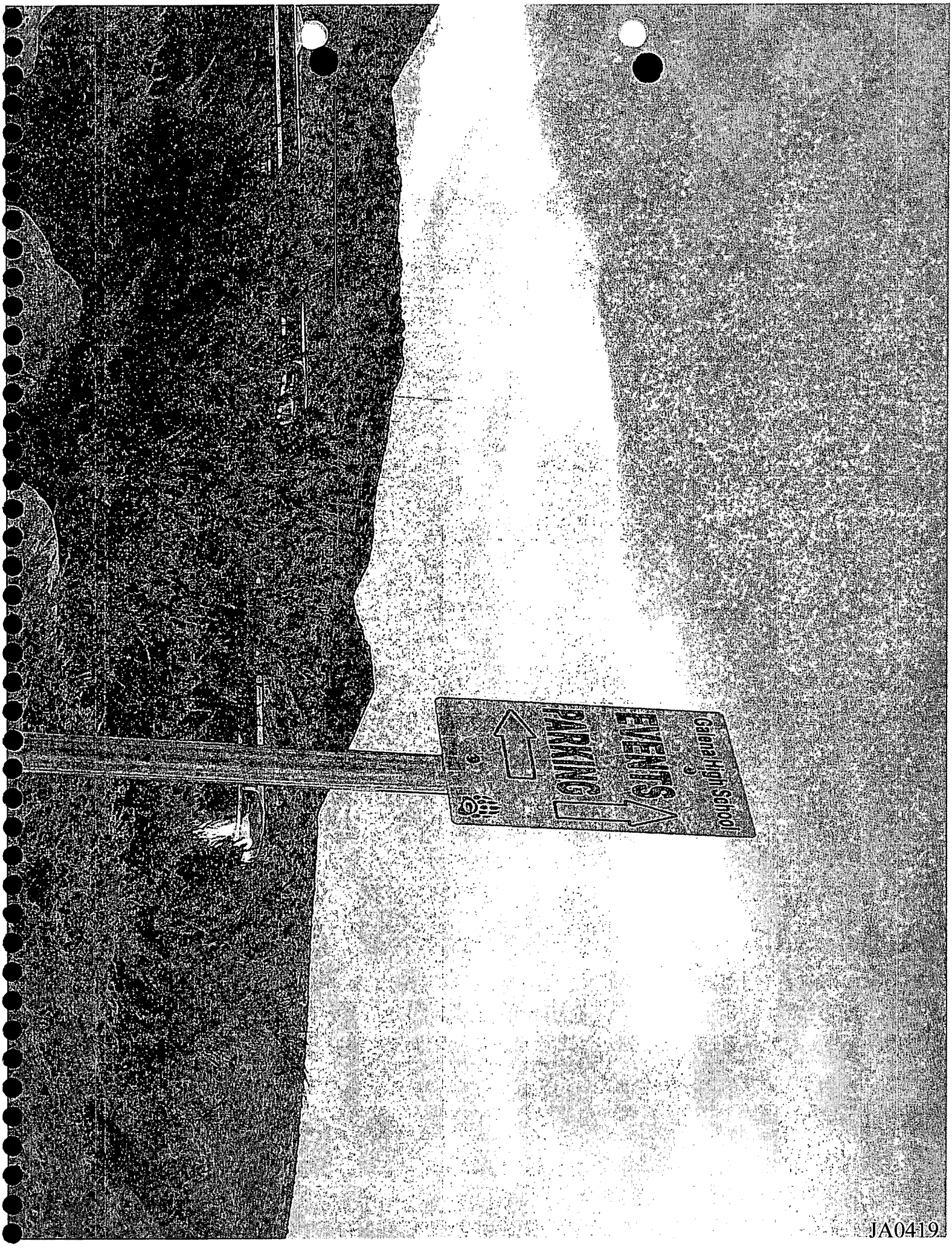
Sheriff Gerald Antinoro

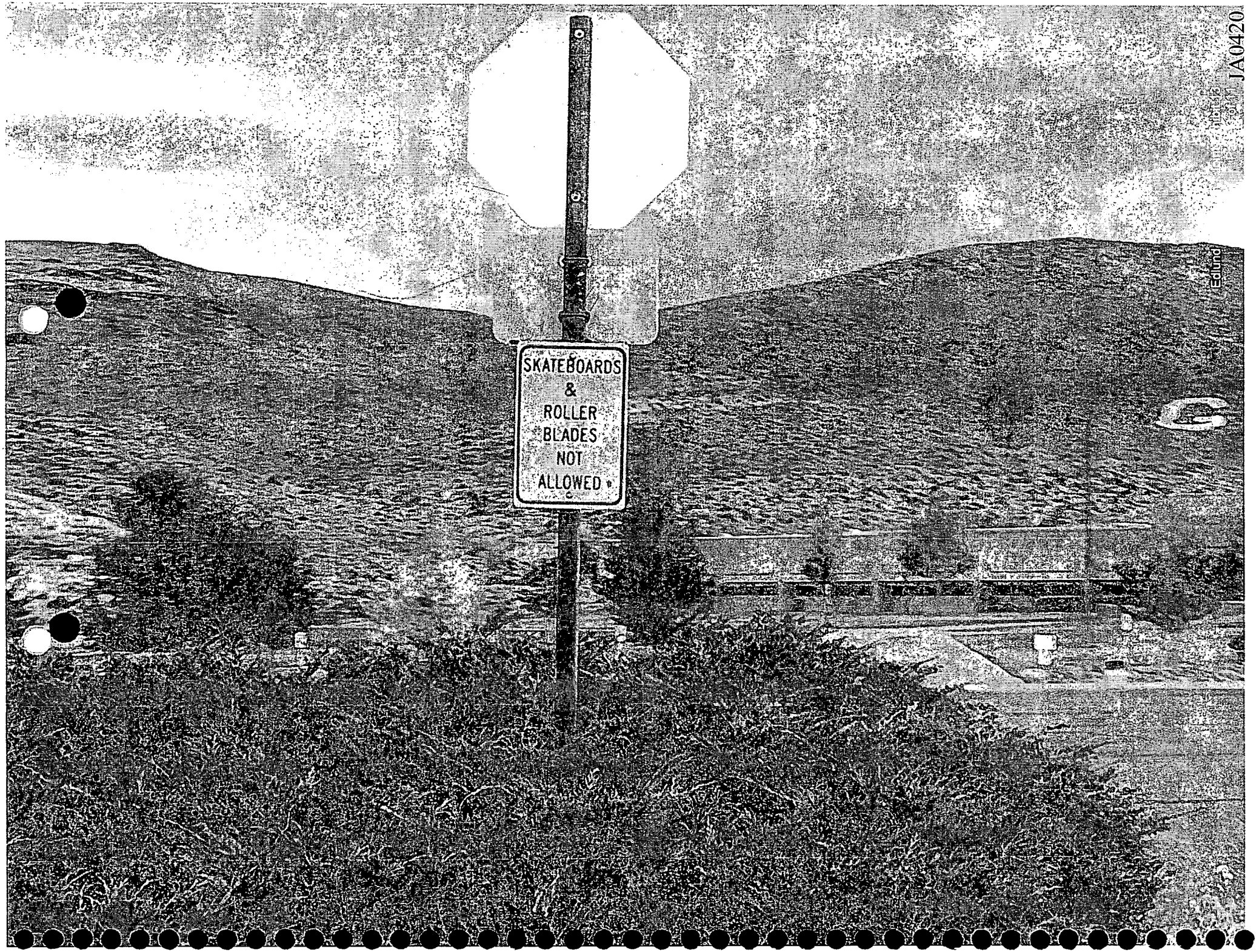
PO Box 498
Virginia City, NV 89440
(775) 847-0950 Dispatch
(775) 847-0959 Business Office
sheriff@storeycounty.org

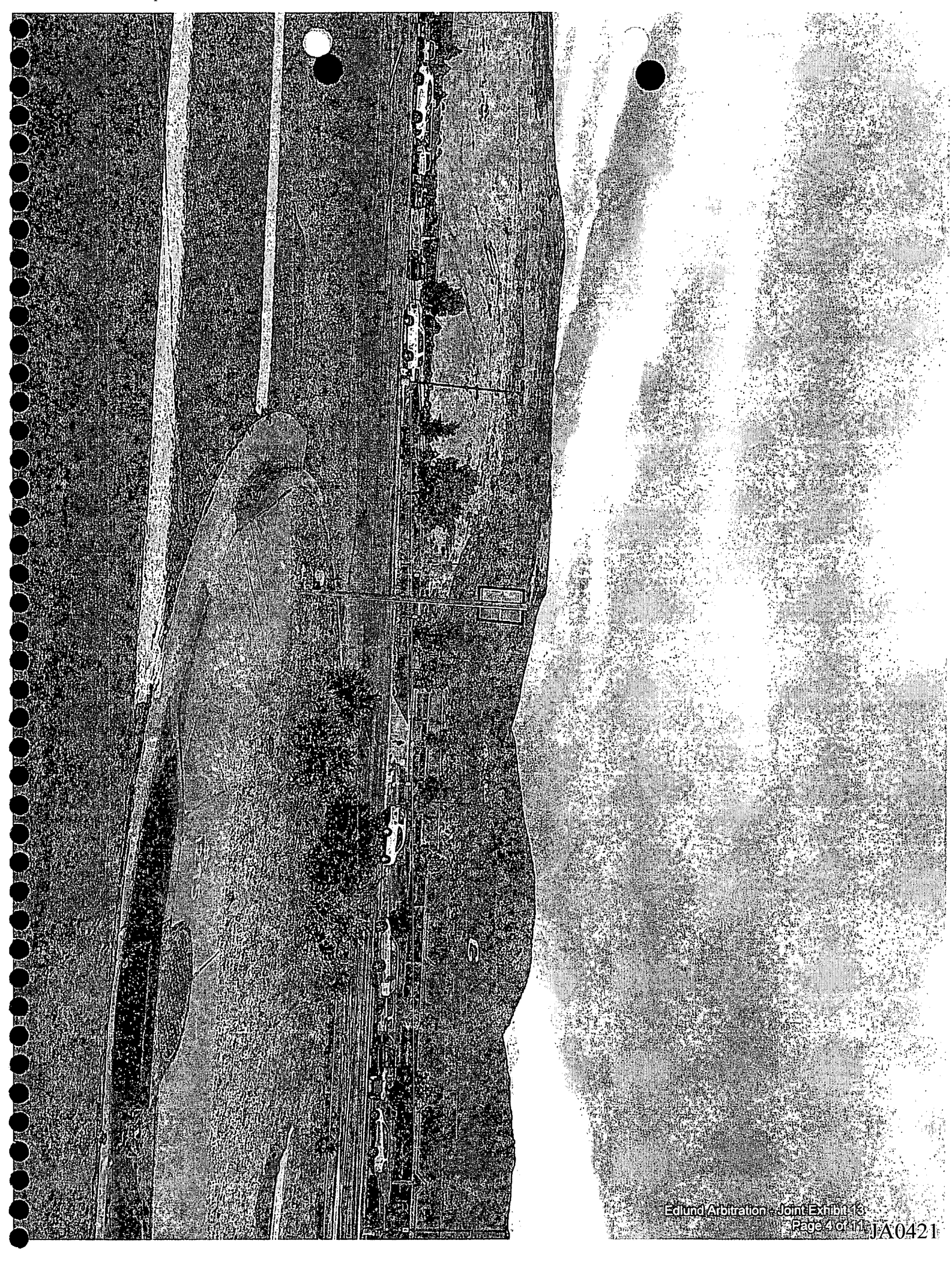
EXHIBIT 5.13

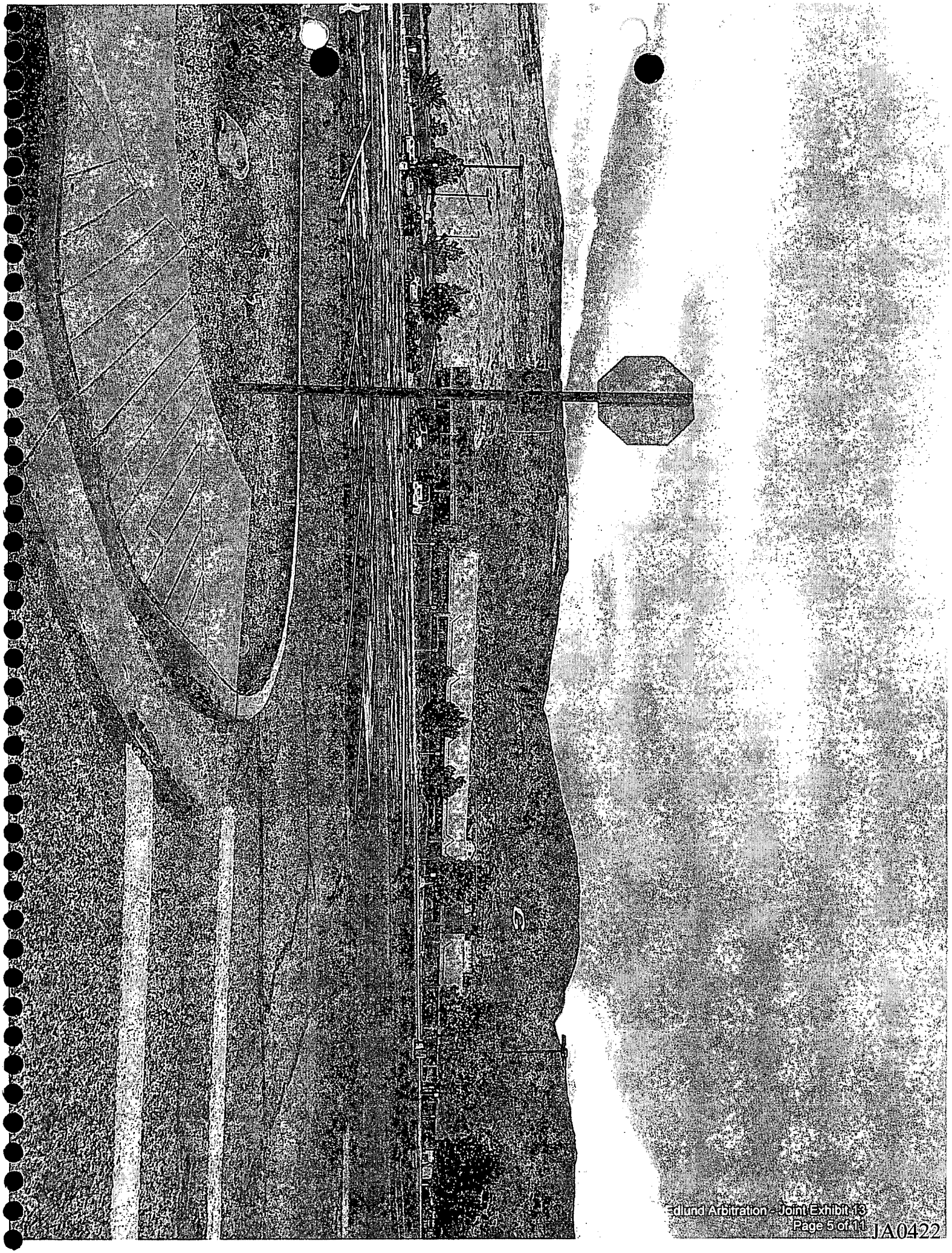
EXHIBIT 5.13

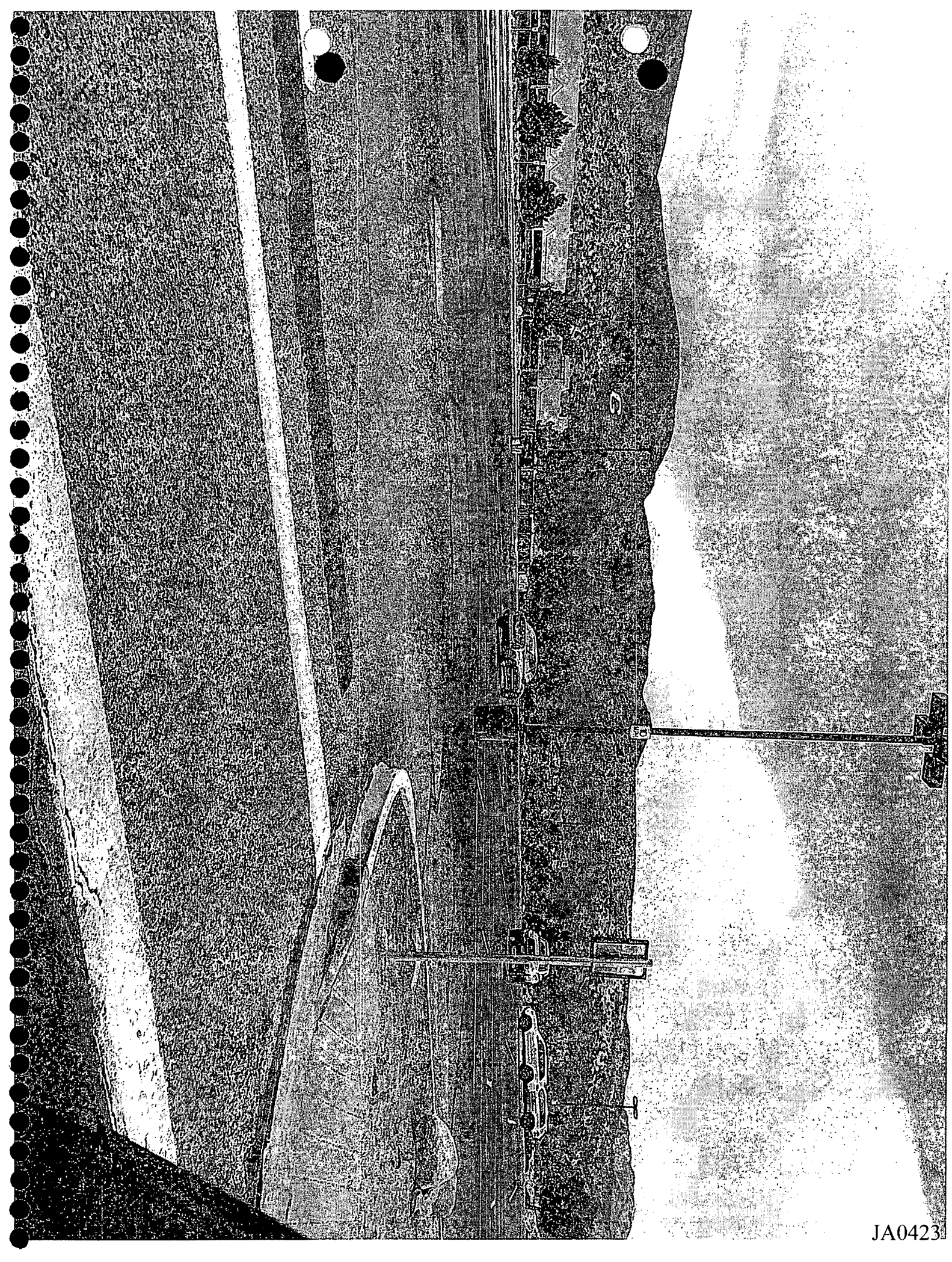

GALENA HIGH SCHOOL
HOME OF THE GALENA GRIZZLIES
WED 10-24
NO
EARLY RELEASE
Donated by
Galena Five Star Boosters
Microsoft


Galena High School
EVENTS
PARKING


SKATEBOARDS
&
ROLLER
BLADES
NOT
ALLOWED
Edlund
JA0420



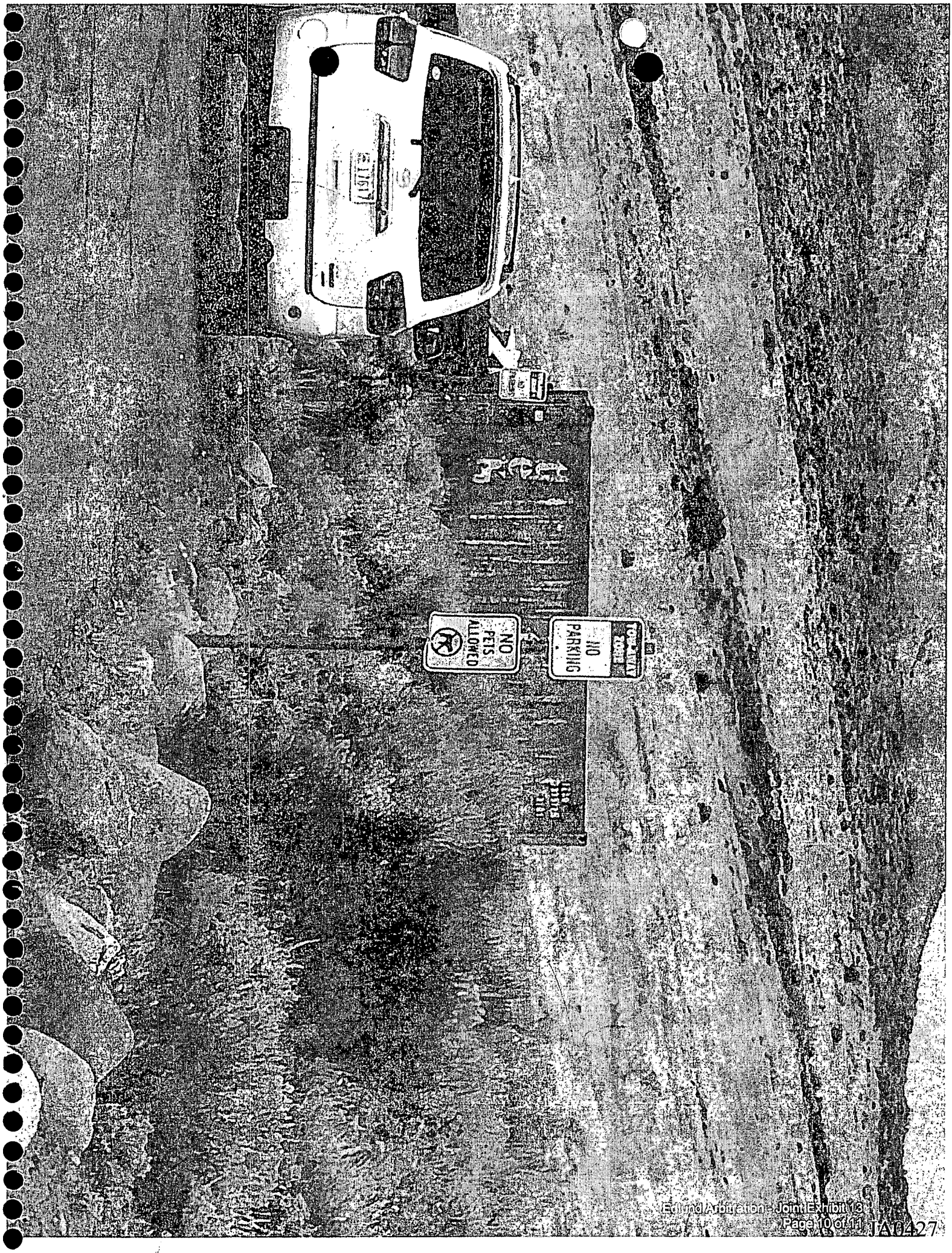




STAFF
PARKING
ONLY

FACULTY
PARKING
ONLY

TOW-AWAY
ZONE
NO
PARKING


NO PETS ALLOWED
NO PARKING

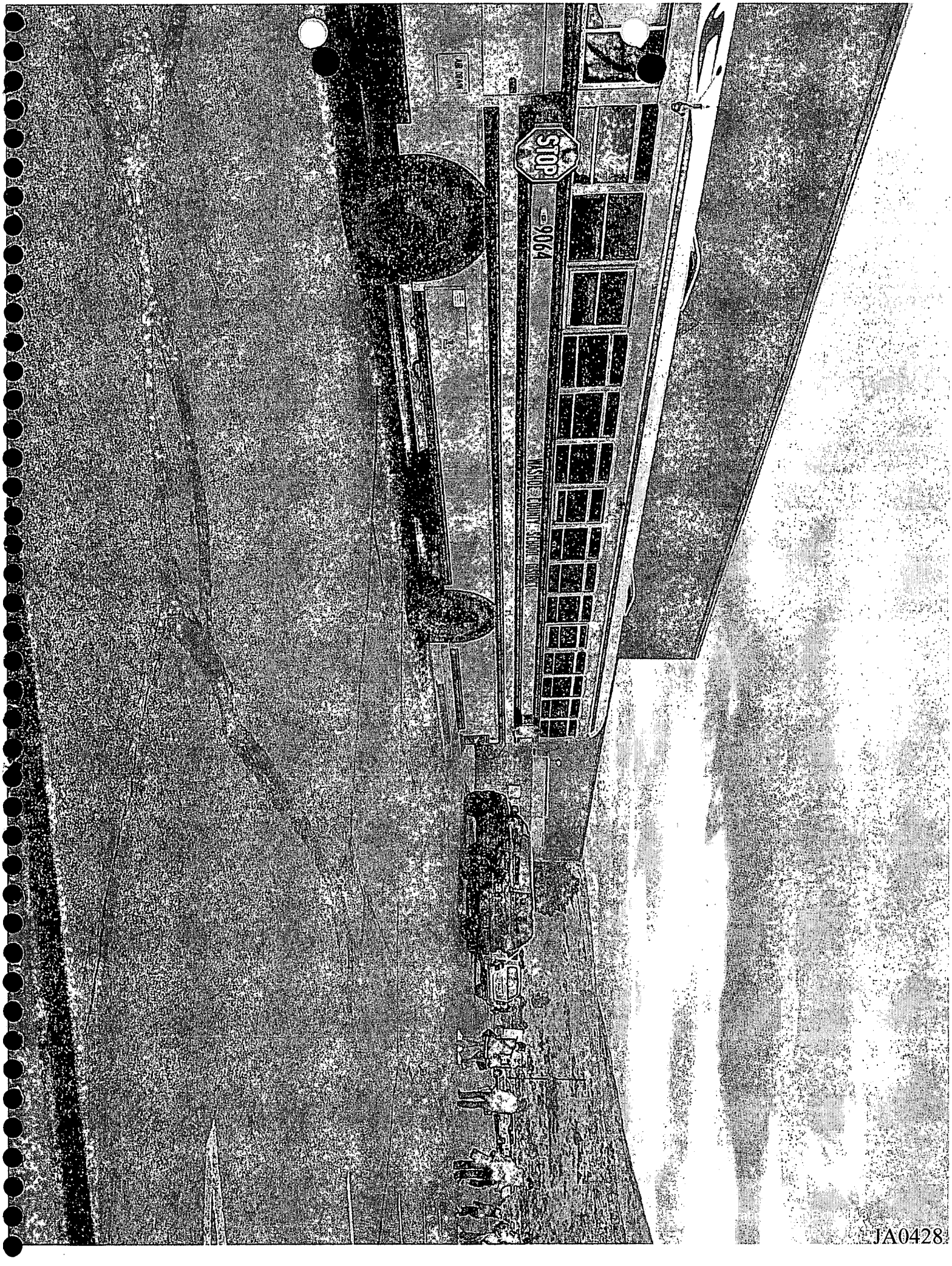

STOP
9064
WASHOE COUNTY SCHOOL DISTRICT

EXHIBIT 5.14

EXHIBIT 5.14

Anthony J. Spotts
Labor Relations Specialist
Washoe County School District
P.O. Box 30425
Reno, NV 89520-3425
Telephone: 775-348-3843
Fax: 775-333-6010

BEFORE ARBITRATOR CATHERINE HARRIS, ESQ.

In re:
WASHOE EDUCATION ASSOCIATION
CAIDYN EDLUND, GRIEVANT
DISMISSAL

AND

WASHOE COUNTY SCHOOL DISTRICT

_____/

JOINT STIPULATION OF FACTS

The Parties have agreed upon this Joint Stipulation of Facts for the arbitration in this matter on August 20, 2020.

Stipulation of Facts

1. Caidyn Edlund ("Edlund") was employed by the Washoe County School District ("District") as a Special Education Teacher since 2014 and was assigned to Galena High School for the 2017-2018 school year.
2. Edlund is the registered owner of a white Ford pickup truck, bearing Nevada License Plate # HA0LE82, and a black Taurus PT111 9mm pistol.
3. On May 10, 2018, Edlund's truck was parked in the faculty parking lot of Galena High School ("GHS").

4. On May 10, 2018, Washoe County School District Police ("School Police") Officers conducted a random K-9 "sniff" of vehicles at GHS.

5. The K-9 "alerted" on a white Ford pickup truck that was subsequently identified as belonging to Edlund.

6. Edlund verbally identified himself as the owner of the pickup truck and initially refused to grant permission for School Police to search his vehicle, but ultimately surrendered the keys to his truck.

7. School Police recovered a plastic bag of unmarked white capsules from the driver's side door compartment, a packet of over-the-counter nasal decongestant pills from the ash tray and a brown gym bag, which was sitting unsecured on the passenger seat.

8. School Police opened the gym bag and found a prescription pill bottle in Edlund's name and a black Taurus PT111 G2 9mm pistol in a brown holster. The 9mm pistol was loaded with ten (10) rounds of ammunition in the removable magazine, and one (1) round in the firing chamber.

9. School Police requested a check be made in the National Crime Information Center (NCIC) database regarding the 9mm pistol, which revealed it was "clear" and retained the firearm and ammunition as evidence.

10. School Police performed a field test on the unmarked white capsules which tested presumptively positive for amphetamine. School Police secured the plastic bag and capsules in evidence.

11. Edlund identified the 9mm pistol as belonging to him and displayed his valid Nevada Concealed Firearm Permit. He also identified the white capsules as his, but stated they were "Beano".

12. Edlund was placed on Administrative Leave With Pay by the District on May 10, 2018, pending an investigation into allegations of misconduct.

13. Further analysis by the Washoe County Crime Lab reported that the capsules tested negative for controlled substances.

14. An Investigatory Due Process meeting was held on September 28, 2018 at Galena High School to discuss the alleged misconduct with Edlund. The meeting was convened by former Galena High School Principal Tom Brown ("Brown") and attended by Edlund, Brown, District Labor Relations Specialist Anthony Spotts and Edlund's attorney Bret Whipple. Prior to the meeting, Edlund signed a *Garrity* warning stating that he was being directed to answer all questions regarding the May 10, 2018 incident. Edlund explained that he accidentally brought the gun onto GHS property.

15. On October 23, 2018 Edlund was sent a Notice of Dismissal via US Certified Mail. The Notice stated that Edlund was dismissed from the Washoe County School District for possession of a firearm on school property in violation of Administrative Regulation 4675 and that his dismissal was effective November 19, 2018.

16. Edlund timely appealed the Dismissal

//

//

DATED this 13th day of August, 2020

Respectfully Submitted,

WASHOE COUNTY SCHOOL DISTRICT

By: _____

Anthony J. Spotts
Labor Relations Specialist
Washoe County School District
P.O. Box 30425
Reno, NV 89520-3425

WASHOE EDUCATION ASSOCIATION

By: _____

Thomas J. Donaldson
Nevada Bar No. 5283
Dyer Lawrence, LLP
2805 Mountain Street
Carson City, NV 89703

EXHIBIT 5.15

EXHIBIT 5.15

Office of the General Counsel
Department of Labor Relations

Washoe County School District
Every Child, By Name And Face, To Graduation

Neil A. Rombardo, Esq., Chief General Counsel
Virginia Doran, Director of Labor Relations
Anthony Spotts, Labor Relations Specialist
P.O. Box 30425, Reno, NV 89520-3425
Phone (775) 348-0330/Facsimile (775) 333-6010
LaborRelations@washoeschools.net

May 18, 2020

VIA EMAIL TO TDonaldson@dyerlawrence.com

Thomas J. Donaldson
Dyer-Lawrence, LLP
2805 Mountain Street
Carson City, NV 89703

Re: Dismissal of Caidyn Edlund – Request for Information #2

Dear Tom:

Pursuant to Nevada Revised Statutes 38.233(3), 288.180(2) and Chapter 391, the Washoe County School District hereby requests information from the grievant, Caidyn Edlund, which consists of (but is not limited to):

- As the District will argue for the mitigation of damages should Mr. Edlund prevail in the arbitration proceeding, the District requests:
  - The name, dates of employment, position title and gross earnings for each employer Mr. Edlund has been employed by from the time of his separation from the District on November 19, 2018 to the present; and
  - A copy of Mr. Edlund's W-2s and/or filed federal taxes for the calendar years 2018 and 2019, as well as salary information from Mr. Edlund's current employer, if any, from January 1, 2020 to present.
- The name and contact information for the individual or business that provided Mr. Edlund with the instruction required under NRS 202.3657 to be permitted to carry a concealed weapon.

The District requests that this information be provided on or before **June 5, 2020**.

Sincerely,

Anthony Spotts

Anthony Spotts
Labor Relations Specialist

Board of Trustees: Malena Raymond, President * Angela Taylor, Vice President * Andrew Caudill, Clerk
Jacqueline Calvert, Member * Scott Kelley, Member * Ellen Minetto, Member * Katy Simon Holland, Member * Kristen McNeill, Ed.D., Superintendent

EXHIBIT 5.16

EXHIBIT 5.16

Timeline of Employment Efforts

May 10, 2018 - accidentally left permitted concealed weapon in duffel bag locked in my truck in the Galena High School staff parking lot. Immediately placed on administrative leave with pay.

June 2018 - current Obtained Intermittent employment with Virginia City Highlands Property Owners Association doing road maintenance and snow removal. Once the snow season was over, I began doing dirt road repairs but the hours were very inconsistent. I have been on call with the VCHPOA since this time but due to the small workload I made very little money. Now, due to lack of child care in the wake of COVID19, I am unable to fulfill the needs of the association.

September 2018 - submitted for background check to apply for acceptance to TMCC EMS program starting in January and to begin a career change into Emergency Services, but denied entry into the program.

November 19, 2018 - effective date of WCSD dismissal.

November 2018 - Began applying for state jobs that I was or was potentially qualified for, they are listed as follows...

Position	Status	Date Applied
HEALTH/HUMAN SERVICES PROFESSIONAL TRAINEE	Verified	11/19/2018
HIGHWAY MAINTENANCE WORKER 1	Denied: Did not meet minimum qualifications	11/19/2018
DEVELOPMENTAL SPECIALIST 3	Eligible	11/19/2018
CORRECTIONAL OFFICER TRAINEE	Verified	11/19/2018
WORKFORCE SERVICES REPRESENTATIVE 1	Eligible	11/19/2018
DEVELOPMENTAL SPECIALIST 3	Denied: Did not meet additional criteria	11/19/2018
PAROLE & PROBATION SPECIALIST 3	Eligible	11/30/2018
MENTAL HEALTH TECHNICIAN 1	Eligible	03/19/2019
EDUCATION & INFORMATION OFFICER	Eligible	04/02/2019
DEVELOPMENTAL SPECIALIST 4	Eligible	05/09/2019
HIGHWAY CONSTRUCTION AID	Eligible	05/09/2019
WILDLIFE AREA TECHNICIAN 1	Denied: Failed Pre-screening	

DEVELOPMENTAL SPECIALIST 1	Eligible	02/12/2020
QUALITY ASSURANCE SPECIALIST 2	Denied: Did not meet minimum qualifications	02/19/2020

I have not received any responses or requests for interviews regarding the above listed applications with the exception of the "Mental Health Technician" position. This position was located at the mental health correctional facility known as "Lakes Crossing". I was interviewed by a panel of individuals. The interview went well, but not offered employment.

February 2019 - Obtained a part-time adult education teaching position with TMCC. (2nd part time job in addition to the road work for the VCHPOA). Unfortunately, within 2 weeks of being employed I was terminated.

March 2019 - started applying for several open positions at Grand Sierra Resort. I was called in for one interview sometime in April. It was for moving boxes of files to and from to the payroll/accounting department. I didn't receive a call back on that interview (my suspicions are that I was grossly overqualified for such a job). I have not received any other call backs on my applications that ranged from security personnel to banquet server.

April 2019 - Also applied for Intermittent Wildland Firefighter (after being told no experience necessary) and was issued a letter stating that I did not meet required qualifications (no idea what those were).

May 2019 - applied for the Northern Nevada Operating Engineers Union 3, took the aptitude test, completed a panel interview, placed on the list, and have yet to be called for a job. Also in May, I applied to take the REMSA entrance exam in hopes that I would be accepted into their private EMS training program. I was one of the 30 individuals chosen, but was not accepted into their program.

June 2019 - Applied for both Costco and Target. Never received call backs. Probably overqualified. Also applied for Lifeguard positions at the Virginia City Community Pool. Was told I had to get lifeguard training and that Wild Island was accepting Virginia City pool applicants into their training program. I promptly attended a week long training at Wild Island and was also offered part time employment at their facility. I accepted this offer and worked as a lifeguard approximately 3 full days a week until September when the facility closed for the season. I was called back for an interview for the Virginia City pool in late July (the pool was closing within 2 weeks of the interview) and attended an interview with 2 other applicants. I never heard back from anyone after the interview.

July 2019 - I again attempted to apply for the TMCC EMS program starting in August. Unfortunately, I was once again denied entry into the program.

August 2019 - I decided to go an entirely different route since all of my prior attempts at employment were proving to be unsuccessful, intermittent, part time, or seasonal. I registered for a 9 day long Firearms Instructor Training program hosted by Level 1 Firearms. Since I knew this training program was 9 full days in a row, I continued employment with Wild Island and occasional road maintenance for the VCHPOA.

October 2019 - Completed Firearms Instructor Training. It was at this time I was also awarded both my WCSD job and all back pay from the arbitration in August. Due to this, I notified the VCHPOA that I would not be able to complete snow removal duties for the upcoming snow season since I was under the impression that I would be going back to work for the school district. Thus the position was given to someone else for the season. However, the WCSD appealed the arbitration decision after I declined the position with the VCHPOA, which resulted in me losing out on the income from snow plowing.

November 2019 - started my own firearms training business "Battle Born Personal Protection Training". In February, 2020, I was approved by the Sheriff and board of commissioners to conduct my business as a firearms instructor. I was then able to start holding classes in mid-March.

February 2020- applied and accepted as a substitute teacher for Storey County School District. Did not receive any assignments for the short amount of time in between then and when COVID19 struck. I also was planning on getting my CDL because the district was desperately seeking substitute bus drivers. Unfortunately again, COVID19 ruined that venture for the time being.

March 2020 - started conducting firearms training classes (concealed carry and basic pistol shooting) independently. Then of course COVID19 came along and I was forced to shut down my classes until June. I also was no longer able to perform road maintenance duties for the VCHPOA because I had no child care available since school was shut down and I was homeschooling two small children ages 6 and 7.

April 2020 - Applied for a position as a corrections officer with the Storey County Sheriff's Department. Passed all physical requirements, scored 100% on the written exam, and aced the interview panel. I had a second interview with Sgt. Jeff Bowers. I was then referred to Sheriff Antinoro for a third level interview. On July 24, 2020, I was given an offer of employment contingent on the successful completion of a medical examination, a voice stress analysis (lie detector), and psychiatric examination.

June 2020 - resumed conducting my firearms classes, which is currently my main occupation when my children are not in my custody.

NORTHERN NEVADA OPERATING ENGINEERS
JOINT APPRENTICESHIP COMMITTEE

Operating Engineers Local Union No. 3 of the International Union of Operating Engineers – AFL-CIO

The Nevada Chapter of Associated General Contractors, Inc.

P.O. Box 20962, Reno, NV 89515 • (775) 575-2729 • Fax (775) 575-2825

May 17, 2019

Caidyn Edlund
21510 Dortort Drive
VC Highlands, NV 89521

Dear Caidyn,

Please be advised that we have the results of the Industry Entry Test (aptitude test) that you took on 5/15/2019. **You meet the standards for entry into the Operating Engineers Apprenticeship Program.** Therefore, you will be scheduled for an oral interview when the next interview date has been set. We will notify you by mail approximately two weeks prior to your interview.

Please contact me if you have any questions.

Sincerely,

Brian Prather,
Administrator

BP/kp

STOREY COUNTY FIRE PROTECTION DISTRICT
145 North C Street
P.O. Box 603
Virginia City, NV 89440
(775) 847-0954 Phone • (775) 847-0987 Fax

April 3, 2019

Caidyn Edlund
21510 Dortort Dr.
VC Highlands, NV 89521

Dear Caidyn,

We appreciate that you took the time to apply for the position of Intermittent Wildland Firefighter with our Fire District. We received applications from numerous individuals and after reviewing your submitted application materials, we have decided that you did not meet the required qualifications for the position.

Thank you for your interest in our Fire District. We encourage you to apply again in the future should you see a job posting for which you qualify for and we wish you all the best.

Cordially,

Jeff Nevin
Fire Chief

"In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all basses apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of commucation for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filingcust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (2) fax: (202) 690-7742; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender."

STEVE SISOLAK
Governor

RICHARD WHITLEY, MS
Director

JULIE KOTCHEVAR, Ph.D.
Administrator

IHSAN AZZAM, Ph.D., M.D.
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Wy
Carson City, NV 89706
Telephone (775) 684-4200 • Fax (775) 687-7570
http://dpbh.nv.gov

March 27, 2019

Caidyn Edlund
21510 Dortort Dr
VC Highlands, Nv 89521

Dear Mr. Edlund:

This is to advise you that you are no longer being considered for the position for which you applied – Mental Health Tech I.

As part of our employment selection process for the position for which you applied, we require that conditional offers of employment be contingent upon the successful completion of a background investigation.

This is to advise you that once a candidate is undergoing a background check, the background investigation guidelines, in whole or in part, influence and/or restrict our employment decision. The background investigator played no part in our decision other than providing the information about you, and the agency will not be able to provide you with specific reasons for our denial pursuant to NAC 284.718.

Sincerely,

Robert Reed
Correctional Lieutenant
Lakes Crossing Center
500 Galletti Way, Sparks NV, 89431

LAKE'S CROSSING CENTER
500 Galletti Way, Sparks, NV 89431-5574
(775) 688-1900 • FAX (775) 688-1909

DREW CROSS, RN
Agency Director

REMSA Education NV03126 Registration Receipt

Thank you for your registration. Please print this receipt for your reference.

Order Information

Order Date: 5/2/2019

Training Center Contact

REMSA Education NV03126
400 Edison Way
Suite B
Reno, NV 89502
remsaedu@remsa-cf.com
775-353-0772

Customer

Caidyn Edlund
21510 DORTORT DR
RENO,NV 89521
702-327-6455
edlund.sid@gmail.com

Item	Cost
EMT Entrance Testing Mon 6/17/2019 from 9:00 AM to 11:00 AM	$30.00
Total	$30.00
Credit Card 5/2/2019	($30.00)
Balance Due	$0.00

Class Location

REMSA Center for Prehospital Education

Directions:
REMSA
Center for Prehospital Education
400 Edison Way, Suite B
Reno, Nevada 89502

Map Link: http://goo.gl/maps/EVKLk

Gmail

Caidyn Edlund <edlund.sid@gmail.com>

Student Check Order Confirmation

2 messages

NotificationService@precheck.com <NotificationService@precheck.com> Wed, Nov 28, 2018 at 2:15 PM
To: edlund.sid@gmail.com
Cc: StudentReceipts@precheck.com

Dear Student,

Thank you for placing your order through StudentCheck™. Please print this receipt and confirmation of your order placed through PreCheck, Inc. Your order has been submitted for processing; no refunds are available.

Order Summary

- Truckee Meadows Community College - Background Check
- Program: EMS Background check only
- Name: Caidyn Edlund
- Date order placed: 11/28/2018 3:15:02 PM
- Order Confirmation Number: 4390058
- Total Price: $49.50

If this is not your correct school or program, please contact StudentCheck by replying to this email or contacting us at StudentCheck@PreCheck.com (866) 961-6587.

Average Completion Time

- Background Report
  Typically completed within 3 to 5 business days

To view the status of you order, or to obtain a free copy of your report once it is completed, please click here.

Special Notices:
Summary of Your Rights Under the Fair Credit Reporting Act, click here.

California Residents - Notice Regarding Background Investigations Pursuant to California Law, click here.

Adverse Action: You will be notified if a clinical site or school denies your participation in its program because of information in your report. You will be given instructions to call PreCheck's Compliance hotline at (800) 203-1654. Adverse Action is the procedure established by the Fair Credit Reporting Act that ensures you receive proper notification about a potential negative decision, that you receive a copy of your report, and that you have the opportunity to dispute any inaccurate or incomplete information on your report.

If this is not your correct school or program, please contact StudentCheck by replying to this email or contacting us at StudentCheck@PreCheck.com (866) 961-6587.

Thank you,
StudentCheck

www.PreCheck.com/Students

Nevada Private Investigator License #1618

NotificationService@precheck.com <NotificationService@precheck.com> Wed, Nov 28, 2018 at 2:20 PM
To: edlund.sid@gmail.com

Welcome to NVAPPS

Nevada Employee Action and [redacted]nekeeping System

Applicant Home

Instructions | Frequently Asked Questions | Pag

Menu

- View My Profile
- Applicant Home
- Job Search Home
- Instructions
- Frequently Asked Questions

Browse Recruitments by Occupational Group

- AGRICULTURE & CONSERVATION
- CLERICAL & RELATED SERVICES
- DOMESTIC SERVICES
- EDUCATION
- ENGINEERING & ALLIED
- FISCAL MANAGEMENT & STAFF SERVICES
- LIBRARY & ARCHIVES
- MECHANICAL & CONSTRUCTION TRADES
- MEDICAL, HEALTH & RELATED SERVICES
- REGULATORY & PUBLIC SAFETY
- SOCIAL SERVICES & REHABILITATION
- SWORN LAW ENFORCEMENT OFFICERS
- UNCLASSIFIED/NON-CLASSIFIED ANNOUNCEMENTS
- OTHER JOB OPPORTUNITIES

You can open any of your applications by clicking on them in the list below. Applications in draft or withdrawn status can be opened and edited as well. If you do make changes, select "submit" to send the application to the recruiter.

Applications:

Recruitment ID	Class	Description	Status	Submit Date	Close Date	Action
35304	10.247	HEALTH/HUMAN SERVICES PROFESSIONAL TRAINEE	Verified	11/19/2018	01/30/2019	Withdraw
35460	09.130	HIGHWAY MAINTENANCE WORKER 1	Denied: Did not meet minimum qualifications	11/19/2018	12/04/2018	
34610	10.140	DEVELOPMENTAL SPECIALIST 3	Eligible	11/19/2018	12/28/2018	Withdraw.
34732	13.314	CORRECTIONAL OFFICER TRAINEE	Verified	11/19/2018	03/08/2019	Withdraw.
35778	12.159	WORKFORCE SERVICES REPRESENTATIVE 1	Eligible	11/19/2018	11/28/2018	Withdraw.
35043	10.140	DEVELOPMENTAL SPECIALIST 3	Denied: Did not meet additional criteria	11/19/2018	04/17/2019	
35868	12.616	PAROLE & PROBATION SPECIALIST 3	Eligible	11/30/2018	12/07/2018	Withdraw.
35906	10.366	MENTAL HEALTH TECHNICIAN 1	Eligible	03/19/2019	04/16/2019	Withdraw.
36084	05.160	EDUCATION & INFORMATION OFFICER	Eligible	04/02/2019	04/12/2019	Withdraw.
37176	10.133	DEVELOPMENTAL SPECIALIST 4	Eligible	05/09/2019	05/22/2019	Withdraw.
37191	09.137	HIGHWAY CONSTRUCTION AID	Eligible	05/09/2019		Withdraw.

Upcoming Exam Events:

Exam Date	Exam Location	Exam Title	Recruitment ID	Description
None				

Saved Job Searches:

Search Name	Last Viewed	Email Notification	Action
GENERAL	03/19/2019	Yes	Delete

Search for More Jobs

Unread Messages:

Date	Subject
6/6/19	Congratulations you have been selected to join us for the Northern Nevada Correctional physical agility testing
6/6/19	Congratulations you have been selected to join us for the Northern Nevada Correctional physical agility testing
5/13/19	CONGRATULATIONS! You have been selected to participate in our next Northern Nevada Department of Corrections Pre-Employment Physical Fitness
4/29/19	CONGRATULATIONS! You have been selected to participate in the NEXT Northern Nevada Department of Corrections Physical Fitness Screening
4/29/19	CONGRATULATIONS! You have been selected to participate in the NEXT Northern Nevada Department of Corrections Physical Fitness Screening
4/19/19	CONGRATULATIONS!! You have been selected to participate in the next Northern Nevada Department of Corrections Screening Proccess
4/19/19	CONGRATULATIONS!! You have been selected to participate in the next Northern Nevada Department of Corrections Screening Proccess
3/27/19	CONGRATULATIONS!! You have been selected to participate in our next PPFT screening for the Northern Nevada Department of Corrections!!
3/27/19	CONGRATULATIONS!! You have been selected to participate in our next PPFT screening for the Northern Nevada Department of Corrections!!
3/15/19	Northern Nevada Department of Corrections SATURDAY testing opportunity!!!!!
3/15/19	Northern Nevada Department of Corrections SATURDAY testing opportunity!!!!!
3/1/19	CONGRATULATIONS!! You are being invited to participate in the next PPFT for the Nevada Department of Corrections-Northern Nevada Vacancies
3/1/19	CONGRATULATIONS!! You are being invited to participate in the next PPFT for the Nevada Department of Corrections-Northern Nevada Vacancies
2/14/19	CONGRATULATIONS!! NORTHERN NEVADA DEPARTMENT OF CORRECTIONS PPFT INVITATION
2/14/19	CONGRATULATIONS!! NORTHERN NEVADA DEPARTMENT OF CORRECTIONS PPFT INVITATION
2/7/19	State of Nevada Job Application Status Updated
1/17/19	CONGRATULATIONS!! You are being invited to participate in the next step of the recruitment for the Correctional Officer in Northern Nevada
1/17/19	CONGRATULATIONS!! You are being invited to participate in the next step of the recruitment for the Correctional Officer in Northern Nevada
1/2/19	State of Nevada Job Application Status Updated
12/31/18	State of Nevada Job Application Status Updated
12/20/18	CONGRATULATIONS! You have been selected to participate in the Norther Nevada Department of Corrections PPFT
12/20/18	CONGRATULATIONS! You have been selected to participate in the Norther Nevada Department of Corrections PPFT

View All Messages

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Gmail

Caidyn Edlund <edlund.sid@gmail.com>

Final Adverse Action Notice - 4390058

1 message

Compliance <compliance@precheck.com> Wed, Jan 16, 2019 at 8:15 AM
To: edlund.sid@gmail.com
Cc: croth@renown.org, Compliance@precheck.com

Adverse Action Notice

01/16/2019

Caidyn Edlund

21510 Dortort Drive
Reno NV 89521

Dear Caidyn Edlund,

We are taking action in whole or in part based on information in your consumer report.

With your authorization, we obtained a background check on you for employment purposes. Based in whole or in part on information contained in that consumer report, we have denied your application for employment, are not promoting you, are terminating your employment, or are withdrawing your conditional offer of employment.

This decision was based in whole or in part on information contained in a report prepared by:

PreCheck, Inc.
3453 Las Palomas Road
Alamogordo, NM 88310
800-203-1654
compliance@precheck.com

A copy of this report was previously given to you. PreCheck did not make this employment decision and is unable to supply you with specific reasons why the decision was made. Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of the report if you submit a written request to the agency identified above no later than 60 days after you receive this notice. Under Section 611 of that Act, and state law you also have the right to dispute the accuracy or completeness of any information in the report by contacting the consumer reporting agency above.

Click here to access a copy of your report

Sincerely,

Truckee Meadows Community College - Background Check

Dear Caidyn,

Wild Island is pleased to offer you the Part Time (-30) position of LIFEGUARD. The starting salary offered for this position is 9.75 USD hourly, paid every other week. Your start date with Wild Island is on Jun 24, 2019. This offer will expire at Jun 28, 2019.

Please note that your employment with the Company is for no specified period, and constitutes "at will" employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to terminate its employment relationship with you at any time, with or without cause.

Your acceptance of this offer and commencement of employment with the Company are contingent upon your acceptance and execution of all Company policies and agreements, which you will receive during onboarding.

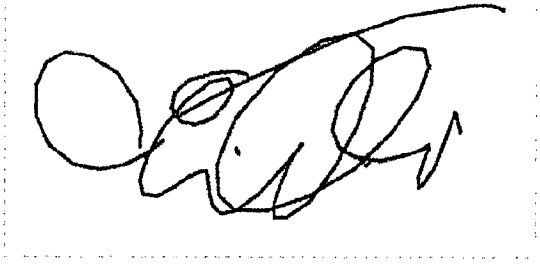
On your first day of employment, you will be provided with additional information about the objectives and policies, benefit programs, and general employment conditions. To fulfill federal identification requirements, you should bring documentation to support your identity and eligibility to work.

We are pleased to have you join the Wild Island team! If you have any questions, please do not hesitate to contact us at US +1 7753592927. We look forward to working with you in the future, and hope you will find your employment at Wild Island a rewarding experience.

Offer Letter Acceptance

I have read and accept the offer as outlined above.

Signature



Caidyn Edlund

Date

06/25/2019

NEVADA SYSTEM OF HIGHER EDUCATION
TRUCKEE MEADOWS COMMUNITY COLLEGE

840569

64-1278
611

Bank of America

02-08-19
DATE

VOID IF NOT CASHED WITHIN 90 DAYS U.S. DOLLARS EXACTLY

PAYROLL CLEARING ACCOUNT

LE[redacted]CASH PROMPTLY

PAY **********Three Hundred Eighty Two Dollars And 41 Cents********** **********$382.41

PAY TO THE ORDER OF
Caidyn Edlund
21510 Dortort Drive
VC Highlands, NV 89521

MP

⑈000084056 9⑈ ⑆061112788⑆ 00335980055 7⑈

NEVADA SYSTEM OF HIGHER EDUCATION
TRUCKEE MEADOWS COMMUNITY COLLEGE

840641

64-1278
611

Bank of America

02-07-19
DATE

VOID IF NOT CASHED WITHIN 90 DAYS U.S. DOLLARS EXACTLY

PAYROLL CLEARING ACCOUNT

PLEASE CASH PROMPTLY

PAY **********Fifty Four Dollars And 63 Cents********** **********$54.63

PAY TO THE ORDER OF
Caidyn Edlund
21510 Dortort Drive
VC Highlands, NV 89521

MP

⑈000084064 1⑈ ⑆061112788⑆ 00335980055 7⑈

1609

Virginia City Highlands Property Owners Association
PO BOX 686
VIRGINIA CITY, NV 89440
(775) 847-7000

Heritage Bank of Nevada
PO Box 11920 • Reno, NV 89510
1401 S. Virginia • Reno, NV 89502
04-181/1212

11/17/2018

PAY TO THE ORDER OF Caidyn Edlund $**300.14

Three Hundred and 14/100********** DOLLARS

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

MEMO Pay Period: 10/01/2018 - 10/31/2018

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001609⑈ ⑆121201814⑆ 304000808 2⑈

1652

Virginia City Highlands Property Owners Association
PO BOX 686
VIRGINIA CITY, NV 89440
(775) 847-7000

Heritage Bank of Nevada
PO Box 11920 • Reno, NV 89510
1401 S. Virginia • Reno, NV 89502
04-181/1212

5/13/2019

PAY TO THE ORDER OF Caidyn Edlund $**600.27

Six Hundred and 27/100********** DOLLARS

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

MEMO Pay Period: 04/01/2019 - 04/30/2019

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001652⑈ ⑆121201814⑆ 304000808 2⑈

1642

Virginia City Highlands Property Owners Association
PO BOX 686
VIRGINIA CITY, NV 89440
(775) 847-7000

Heritage Bank of Nevada
PO Box 11920 • Reno, NV 89510
1401 S. Virginia • Reno, NV 89502
94-181/1212

4/7/2019

PAY TO THE ORDER OF Caidyn Edlund $**415.58

Four Hundred Fifteen and 58/100********** DOLLARS

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

Security features. Details on back.

MEMO Pay Period: 05/01/2019 - 05/31/2019

AUTHORIZED SIGNATURE

⑈001642⑈ ⑆121201814⑆ 304000808 2⑈

1615

Virginia City Highlands Property Owners Association
PO BOX 686
VIRGINIA CITY, NV 89440
(775) 847-7000

Heritage Bank of Nevada
P.O. Box 11920 • Reno, NV 89510
1401 S. Virginia • Reno, NV 89502
94-181/1212

12/7/2018

PAY TO THE ORDER OF Caidyn Edlund $**346.31

Three Hundred Forty-Six and 31/100********** DOLLARS

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

Security features. Details on back.

MEMO Pay Period: 11/01/2018 - 11/30/2018

AUTHORIZED SIGNATURE

⑈001615⑈ ⑆121201814⑆ 304000808 2⑈

1625

Virginia City Highlands Property Owners Association
PO BOX 686
VIRGINIA CITY, NV 89440
(775) 847-7000

Heritage Bank of Nevada
PO Box 11920 • Reno, NV 89510
1401 S. Virginia • Reno, NV 89502
94-181/1212

2/10/2019

PAY TO THE ORDER OF Caidyn Edlund $**854.80

Eight Hundred Fifty-Four and 80/100********** DOLLARS

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

MEMO Pay Period: 01/01/2019 - 01/31/2019

⑈001625⑈ ⑆121201814⑆ 30400000⑈

1621

Virginia City Highlands Property Owners Association
PO BOX 686
VIRGINIA CITY, NV 89440
(775) 847-7000

Heritage Bank of Nevada
PO Box 11920 • Reno, NV 89510
1401 S. Virginia • Reno, NV 89502
94-181/1212

1/7/2019

PAY TO THE ORDER OF Caidyn Edlund $**207.79

Two Hundred Seven and 79/100********** DOLLARS

Caidyn Edlund
21510 Dortort Dr.
Reno, NV 89521

MEMO Pay Period: 12/01/2018 - 12/31/2018

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001621⑈ ⑆121201814⑆ 30400000⑈

CE 03/13/2020 8:50 AM

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2019** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

Filing Status Check only one box. ☐ Single ☐ Married filing jointly ☐ Married filing separately (MFS) ☒ Head of household (HOH) ☐ Qualifying widow(er) (QW)
If you checked the MFS box, enter the name of spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent ▶

Your first name and middle initial	Last name	Your social security number
CAIDYN	EDLUND	[redacted]
If joint return, spouse's first name and middle initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O box, see instructions. Apt. no.
21510 DORTORT DRIVE

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).
RENO NV 89521

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

If more than four dependents, see instr. and ✓ here ▶ ☐

Standard Deduction Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1955 ☐ Are blind Spouse: ☐ Was born before January 2, 1955 ☐ Is blind

Dependents (see instructions):

(1) First name / Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions): Child tax credit	Credit for other dependents
MADISON EDLUND	[redacted]	Daughter	X	

1	Wages, salaries, tips, etc. Attach Form(s) W-2		1	6,880
2a	Tax-exempt interest 2a	b Taxable interest. Attach Sch. B if required	2b	
3a	Qualified dividends 3a	b Ordinary divs. Att. Sch. B if req.	3b	
4a	IRA distributions 4a	b Taxable amount	4b	
c	Pensions and annuities 4c	d Taxable amount	4d	
5a	Soc. sec. ben. 5a	b Taxable amount	5b	
6	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		6	
7a	Other income from Schedule 1, line 9		7a	2,500
b	Add lines 1, 2b, 3b, 4b, 4d, 5b, 6, and 7a. This is your total income ▶		7b	9,380
8a	Adjustments to income from Schedule 1, line 22		8a	0
b	Subtract line 8a from line 7b. This is your adjusted gross income ▶		8b	9,380
9	Standard deduction or itemized deductions (from Schedule A)	9 18,350		
10	Qualified business income deduction. Attach Form 8995 or Form 8995-A	10		
11a	Add lines 9 and 10		11a	18,350
b	Taxable income. Subtract line 11a from line 8b. If zero or less, enter -0-		11b	0

Standard Deduction for
- Single or Married filing separately, $12,200
- Married filing jointly or Qualifying widow(er), $24,400
- Head of household, $18,350
- If you checked any box under Standard Deduction, see instructions.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2019)

DAA

CE 03/13/2020 8:50 AM

Form 1040 (2019) CAIDYN EDLUND [redacted] Page 2

	12a	Tax (see instr.) Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐	12a	0	
	b	Add Schedule 2, line 3, and line 12a and enter the total ▶			12b 0
	13a	Child tax credit or credit for other dependents	13a		
	b	Add Schedule 3, line 7, and line 13a and enter the total ▶			13b
	14	Subtract line 13b from line 12b. If zero or less, enter -0-			14 0
	15	Other taxes, including self-employment tax, from Schedule 2, line 10			15
	16	Add lines 14 and 15. This is your total tax ▶			16 0
	17	Federal income tax withheld from Forms W-2 and 1099			17
• If you have a qualifying child, attach Sch. EIC. • If you have nontaxable combat pay, see instructions.	18	Other payments and refundable credits:			
	a	Earned income credit (EIC)	18a	2,338	
	b	Additional child tax credit. Attach Schedule 8812	18b	657	
	c	American opportunity credit from Form 8863, line 8	18c		
	d	Schedule 3, line 14	18d		
	e	Add lines 18a through 18d. These are your total other payments and refundable credits. ▶			18e 2,995
	19	Add lines 17 and 18e. These are your total payments ▶			19 2,995
Refund	20	If line 19 is more than line 16, subtract line 16 from line 19. This is the amount you overpaid			20 2,995
	21a	Amount of line 20 you want refunded to you. If Form 8888 is attached, check here ▶ ☐			21a 2,995
Direct deposit? See instructions.	▶b	Routing number 121201694 ▶c Type: ☒ Checking ☐ Savings			
	▶d	Account number 153757202798			
	22	Amount of line 20 you want applied to your 2020 estimated tax ▶	22		
Amount You Owe	23	Amount you owe. Subtract line 19 from line 16. For details on how to pay, see instructions ▶			23
	24	Estimated tax penalty (see instructions) ▶	24		

Third Party Designee Do you want to allow another person (other than your paid preparer) to discuss this return with the IRS? See instructions ☐ Yes. Complete below. ☐ No

(Other than paid preparer) Designee's name ▶ Phone no. ▶ Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation TEACHER	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)
Phone no.	Email address		

Paid Preparer Use Only

Preparer's name	Preparer's signature	PTIN	Check ☐ 3rd Party Designee
Firm's name ▶ This tax return prepared by a		Date	☐ Self employed
Firm's address ▶ non-paid preparer.		Phone no.	Firm's EIN ▶

Go to www.irs.gov/Form1040 for instructions and the latest information. Form 1040 (2019)

DAA

CE 03/13/2020 8:50 AM

SCHEDULE 1 (Form 1040 or 1040-SR)

Department of the Treasury
Internal Revenue Service

Additional Income and Adjustments to Income

▶ Attach to Form 1040 or 1040-SR.
▶ Go to *www.irs.gov/Form1040* for instructions and the latest information.

OMB No. 1545-0074

2019

Attachment Sequence No. 01

Name(s) shown on Form 1040 or 1040-SR

CAIDYN EDLUND

Your social security number

[redacted]

At any time during 2019, did you receive, sell, send, exchange, or otherwise acquire any financial interest in any virtual currency? ☐ Yes ☒ No

Part I Additional Income

1	Taxable refunds, credits, or offsets of state and local income taxes	1	
2a	Alimony received	2a	
b	Date of original divorce or separation agreement (see instructions) ▶		
3	Business income or (loss). Attach Schedule C	3	
4	Other gains or (losses). Attach Form 4797	4	
5	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	5	
6	Farm income or (loss). Attach Schedule F	6	
7	Unemployment compensation	7	
8	Other income. List type and amount ▶ Gambling income	8	2,500
9	Combine lines 1 through 8. Enter here and on Form 1040 or 1040-SR, line 7a	9	2,500

Part II Adjustments to Income

10	Educator expenses	10	
11	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	11	
12	Health savings account deduction. Attach Form 8889	12	
13	Moving expenses for members of the Armed Forces. Attach Form 3903	13	
14	Deductible part of self-employment tax. Attach Schedule SE	14	
15	Self-employed SEP, SIMPLE, and qualified plans	15	
16	Self-employed health insurance deduction	16	
17	Penalty on early withdrawal of savings	17	
18a	Alimony paid	18a	
b	Recipient's SSN ▶		
c	Date of original divorce or separation agreement (see instructions) ▶		
19	IRA deduction	19	
20	Student loan interest deduction	20	
21	Tuition and fees. Attach Form 8917	21	
22	Add lines 10 through 21. These are your adjustments to income. Enter here and on Form 1040 or 1040-SR, line 8a	22	

For Paperwork Reduction Act Notice, see your tax return instructions. Schedule 1 (Form 1040 or 1040-SR) 2019

DAA

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Form 1040 | Salaries & Wages Report | 2019

Name
CAIDYN EDLUND

Taxpayer Identification Number [redacted]

	T/S	Employer	Federal Wages	Federal Withheld	Soc Sec Wages
A		WILD ISLAND, INC.	1,463		1,463
B		NEVADA SYSTEM OF HIGHER EDUCATION	504		
C		Virginia City Highlands Property	4,913		4,913
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
Taxpayer					
Spouse					
Totals			6,880		6,376

	Soc Sec Withheld	Medicare Wages	Medicare Withheld	Soc Sec Tips	Allocated Tips	Dep Care Ben	Other, Box 14
A	91	1,463	21				
B							
C	305	4,913	71				
D							
E							
F							
G							
H							
I							
J							
K							
L							
M							
Taxpayer							
Spouse							
Totals	396	6,376	92				

	State	State Wages	State Withheld	Name of Locality	Local Wages	Local Withheld
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						
L						
M						
Taxpayer						
Spouse						
Totals						

CE 03/13/2020 8:50 AM

Form **1040** | **Gambling Winnings Report** | **2019**

Name
CAIDYN EDLUND

Taxpayer Identification Number
[redacted]

	T/S	Payer	Reportable Winnings	Federal Withheld	Type of Wager
A	T	Gambling income	2,500		
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
O					
P					
Q					
R					
S					
T					
U					
V					
W					
		Taxpayer	2,500		
		Spouse			
		Totals	2,500		

	Identical Wager Winnings	State	State Withheld	Name of Locality	Local Withheld
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
O					
P					
Q					
R					
S					
T					
U					
V					
W					
	Taxpayer				
	Spouse				
	Totals				

Form **1040** Department of the Treasury — Internal Revenue Service (99)
U.S. Individual Income Tax Return **2018** OMB No. 1545-0074 IRS Use Only — Do not write or staple in this space.

Filing status: [ ] Single [ ] Married filing jointly [ ] Married filing separately [X] Head of household [ ] Qualifying widow(er)

Your first name and initial	Last name	Your social security number
CAIDYN L EDLUND		[redacted]

Your standard deduction: [ ] Someone can claim you as a dependent [ ] You were born before January 2, 1954 [ ] You are blind

If joint return, spouse's first name and initial	Last name	Spouse's social security number

Spouse standard deduction: [ ] Someone can claim your spouse as a dependent [ ] Spouse was born before January 2, 1954 [ ] Spouse is blind [ ] Spouse itemizes on a separate return or you were dual-status alien

[X] Full-year health care coverage or exempt (see inst.)

Home address (number and street). If you have a P.O. box, see instructions.	Apt. no.	Presidential Election Campaign (see inst.) [ ] You [ ] Spouse
21510 DORTORT DR.		
City, town or post office, state, and ZIP code. If you have a foreign address, attach Schedule 6.		If more than four dependents, see inst. and ✓ here ▶ [ ]
RENO, NV 89521		

Dependents (see instructions): (1) First name Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see inst.): Child tax credit	Credit for other dependents
MADISON EDLUND	[redacted]	DAUGHTER	X	
ISAAC EDLUND		SON	X	

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
TAXPAYER COPY		TEACHER	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Preparer's name	Preparer's signature	PTIN	Firm's EIN	Check if:
CRAIG MULL CPA	CRAIG MULL	P00632337	27-0637889	[ ] 3rd Party Designee
Firm's name ▶ CRAIG MULL CPA		Phone no. (775) 337-8392		[ ] Self-employed
Firm's address ▶ 3100 MILL STREET SUITE 117 RENO, NV 89502				

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2018)

FDIA0112L 10/02/18

Form 1040 (2018) CAIDYN L EDLUND Page 2

Attach Form(s) W-2. Also attach Form(s) W-2G and 1099-R if tax was withheld.

1	Wages, salaries, tips, etc. Attach Form(s) W-2			1	50,506.
2a	Tax-exempt interest	2a	b Taxable interest	2b	
3a	Qualified dividends	3a	b Ordinary dividends	3b	
4a	IRAs, pensions, and annuities	4a	b Taxable amount	4b	
5a	Social security benefits	5a	b Taxable amount	5b	
6	Total income. Add lines 1 through 5. Add any amount from Schedule 1, line 22			6	50,506.
7	Adjusted gross income. If you have no adjustments to income, enter the amount from line 6; otherwise, subtract Schedule 1, line 36, from line 6			7	50,256.
8	**Standard deduction or itemized deductions** (from Schedule A)			8	18,000.
9	Qualified business income deduction (see instructions)			9	
10	Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter –0–			10	32,256.
11	a Tax (see inst.) 3,601. (check if any from: 1 ☐ Form(s) 8814 2 ☐ Form 4972 3 ☐)				
	b **Add** any amount from Schedule 2 and check here ► ☐			11	3,601.
12	a Child tax credit/credit for other dependents 1,200.				
	b **Add** any amount from Schedule 3 and check here ► ☒			12	3,601.
13	Subtract line 12 from line 11. If zero or less, enter -0-			13	0.
14	Other taxes. Attach Schedule 4			14	
15	Total tax. Add lines 13 and 14			15	0.
16	Federal income tax withheld from Forms W-2 and 1099			16	3,997.
17	Refundable credits: a EIC (see inst.)				
	b Sch. 8812 2,800. c Form 8863				
	Add any amount from Schedule 5			17	2,800.
18	Add lines 16 and 17. These are your total payments			18	6,797.
Refund 19	If line 18 is more than line 15, subtract line 15 from line 18. This is the amount you overpaid			19	6,797.
20a	Amount of line 19 you want **refunded to you.** If Form 8888 is attached, check here ► ☐			20a	6,797.
Direct deposit? See instructions.	► b Routing number 121201694 ► c Type: ☒ Checking ☐ Savings				
	► d Account number 153757202798				
21	Amount of line 19 you want applied to your 2019 estimated tax ► 21				
Amount You Owe 22	Amount you owe. Subtract line 18 from line 15. For details on how to pay, see instructions ►			22	
23	Estimated tax penalty (see instructions) 23				

Standard Deduction for –
- Single or married filing separately, $12,000
- Married filing jointly or Qualifying widow(er), $24,000
- Head of household, $18,000
- If you checked any box under Standard deduction, see instructions.

Go to *www.irs.gov/Form1040* for instructions and the latest information.

Form 1040 (2018)

FDIA0112L 12/30/18

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2020-12-16 02:57:57 PM
Jacqueline Bryant
Clerk of the Court
Transaction #[illegible] : [illegible]

EXHIBIT 6

EXHIBIT 6

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Jacqueline Bryant
Clerk of the Court
Transaction # 7817000

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * *

WASHOE EDUCATION ASSOCIATION,
and CAIDYN EDLUND,

Petitioners,

Case No.: CV19-02058

vs.

Dept. No.: 10

WASHOE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Nevada,

Respondent.
_____/

ORDER VACATING ARBITRATOR'S AWARD AND REMANDING FOR NEW HEARING

Presently before the Court is the MOTION TO VACATE ARBITRATOR'S AWARD ("the Motion") filed by Respondent WASHOE COUNTY SCHOOL DISTRICT ("the Respondent") on November 8, 2019. Petitioners WASHOE EDUCATION ASSOCIATION ("WEA") and CAIDYN EDLUND ("Mr. Edlund") (collectively, "the Petitioners") filed the OPPOSITION TO MOTION TO VACATE ARBITRATOR'S AWARD ("the Opposition") on November 18, 2019. The Respondent filed the REPLY TO PETITIONERS' OPPOSITION TO RESPONDENT'S MOTION TO VACATE ARBITRATOR'S AWARD ("the Reply") on November 25, 2019. The Court held a hearing on February 7, 2020, and took the matter under advisement.

//

Mr. Edlund was employed by the Respondent as a special education teacher from 2014-2018. The Motion 3:1-4. On May 10, 2018, Mr. Edlund was arrested for Possession of a Dangerous Weapon on School Property, a violation of NRS 202.265, and Possession of a Controlled Substance, a violation of NRS 453.331.[1] Mr. Edlund was dismissed from his position effective November 19, 2018. Pursuant to the Collective Bargaining Agreement ("the CBA") between the Respondent and the WEA, a dismissal arbitration hearing was required. *See* the Motion Ex. 1a. The hearing was held on August 20, 2019, before arbitrator Paul Crost ("Arbitrator Crost"). Arbitrator Crost issued the Award ("the Award") on October 1, 2019, overturning the dismissal and ordering that Mr. Edlund be returned to his employment with back pay, interest and benefits. *See* the Motion Ex. 3 5 ¶ 1.

The Respondent asks the Court to vacate the Award on the following grounds : 1) the Award is arbitrary and capricious and unsupported by the record; 2) Arbitrator Crost refused to consider evidence material to the controversy; and 3) Arbitrator Crost manifestly disregarded the law by refusing to apply the "reckless" standard under NRS 391.750(4). The Motion 4:21-22; 5:1-2; 6:8-10; 10:18-22; 11:1-21; 12:14-19; 13:16-22; 15:6-17. The Petitioners respond by making the following arguments: 1) the Award is supported by the evidentiary record; 2) Arbitrator Crost correctly applied the "just cause" standard; and 3) Arbitrator Crost did not manifestly disregard the law by not applying the "reckless" standard for gross misconduct. The Opposition 6:11-28; 9:3-25; 10:1-17. The Petitioner replies that Arbitrator Crost refused to recognize key facts and issues and

//

//

[1] This charge was ultimately dismissed and is unrelated to this matter.

utilized facts not in the record to generate his arbitrary and capricious Award. The Reply 3:3-20; 4:8-22; 5:15-19. The Petitioners further contend Arbitrator Crost knew the definition of "gross misconduct" and refused to apply the "reckless" standard. The Reply 5:20-23; 6:1-15.

In Nevada, there are statutory and common law grounds on which to vacate an arbitration award. The party seeking to vacate the award must prove the ground relied upon by clear and convincing evidence. *Washoe Cty. Sch. Dist. v. White*, 133 Nev. Adv. Op. 43, 396 P.3d 834, 838 (2017). NRS 38.241 provides in relevant part:

> 1. Upon motion to the court by a party to an arbitral proceeding, the court shall vacate an award made in the arbitral proceeding if:
>
> (a) The award was procured by corruption, fraud or other undue means;
>
> (b) There was:
>
> (1) Evident partiality by an arbitrator appointed as a neutral arbitrator;
>
> (2) Corruption by an arbitrator; or
>
> (3) Misconduct by an arbitrator prejudicing the rights of a party to the arbitral proceeding;
>
> (c) An arbitrator refused to postpone the hearing upon showing of sufficient cause for postponement, refused to consider evidence material to the controversy, or otherwise conducted the hearing contrary to NRS 38.231, so as to prejudice substantially the rights of a party to the arbitral proceeding;
>
> (d) An arbitrator exceeded his or her powers . . . .
>
> 3. If the court vacates an award on a ground other than that set forth in paragraph (e) of subsection 1, it may order a rehearing. If the award is vacated on a ground stated in paragraph (a) or (b) of subsection 1, the rehearing must be before a new arbitrator. If the award is vacated on a ground stated in paragraph (c), (d) or (f) of subsection 1, the rehearing may be before the arbitrator who made the award or the arbitrator's successor. The arbitrator must render the decision in the rehearing within the same time as that provided in subsection 2 of NRS 38.236 for an award.

//

An arbitration award may also be vacated on the grounds it is arbitrary, capricious, and unsupported by the agreement, or the arbitrator manifestly disregarded the law. *White*, 133 Nev. Adv. Op. 43, 396 P.3d at 839 (quoting *Clark Cty. Educ. Ass'n v. Clark Cty. Sch. Dist.*, 122 Nev. 337, 341, 131 P.3d 5, 8 (2006)). *See also Wichinsky v. Mosa*, 109 Nev. 84, 89-90, 847 P.2d 727, 731 (1993). "[T]he former standard ensures that the arbitrator does not disregard the facts or the terms of the arbitration agreement while the latter standard ensures that the arbitrator recognizes the applicable law." *White*, 133 Nev. Adv. Op. 43, 396 P.3d at 839 (internal quotation marks omitted) (quoting *Clark Cty. Educ. Ass'n*, 122 Nev. at 341, 131 P.3d at 8). "In determining a question under an arbitration agreement, an arbitrator enjoys a broad discretion, but that discretion is not without limits." *Clark Cty. Educ. Ass'n*, 122 Nev. at 341-42, 131 P.3d at 8 (explaining arbitrator is limited to "interpreting and applying the agreement"). An arbitrary and capricious decision is one which is not supported by substantial evidence in the record. *Id.*, 133 Nev. Adv. Op. 43, 396 P.3d at 841. "Substantial evidence is evidence that a reasonable mind might accept as adequate to support a conclusion." *Summa Emergency Assocs., Inc. v. Emergency Physicians Ins. Co.*, 2016 WL 1619340, at *1 (Nev. Apr. 21, 2016) (quoting *Whitemaine v. Aniskovich*, 124 Nev. 302, 308, 183 P.3d 137, 141 (2008)). "An arbitrator manifestly disregards the law when he or she recognizes that the law absolutely requires a given result and nonetheless refuses to apply the law correctly." *Bohlmann v. Byron John Printz and Ash, Inc.*, 120 Nev. 543, 545, 96 P.3d 1155, 1156 (2004) (explaining "mere error in application of law" is insufficient to vacate arbitration award) *overruled on other grounds by Bass-Davis v. Davis*, 122 Nev. 442, 134 P.3d 103 (2006).

Article 32.1 of the CBA prohibits a teacher from being "discharged, disciplined, or suspended without just cause." The Motion Ex. 1a 40 § 32.1. While "just cause" is not defined in the CBA, the *Southwest* Court stated, "a discharge for 'just' or 'good' cause is one which is not for

any arbitrary, capricious, or illegal reason and which is one based on facts (1) supported by substantial evidence, and (2) reasonably believed by the employer to be true." *Southwest Gas Corp. v. Vargas*, 111 Nev. 1064, 1076-78, 901 P.2d 693, 700-01 (1995) (recognizing importance of "legitimate business judgment of employers"). *See also O'Keefe v. Dept. of Motor Vehicles*, 134 Nev. Adv. Op. 92, 431 P.3d 350, 355 (2018) (explaining "just cause indicate[s] a high level of deference").

The Court will vacate the Award because the Respondent has proven by clear and convincing evidence the Award was arbitrary and capricious. The Court would first note the Award is extremely short and, at best, conducts a cursory analysis of this matter. There were numerous legal issues raised and briefed in the arbitration which were omitted entirely from the Award. The Court is left to wonder what, if any, weight was given to these matters. While there is no rule specifying a minimum number of pages for an arbitration award, the Award is a mere five (5) pages and contains sparse analysis. There are also a multitude of typographical errors which make the Award difficult to comprehend.

Arbitrator Crost's conclusion that the Respondent lacked just cause to dismiss Mr. Edlund is not supported by substantial evidence in the record and is certainly not supported by the Award's scant analysis. First, Arbitrator Crost disregarded the fact Mr. Edlund admitted to gross misconduct, and this alone could have constituted just cause for his dismissal. *See* the Motion Ex. 2 57:1-8; 58:6-8. *See also Southwest Gas*, 111 Nev. at 1076-78, 901 P.2d at 700-01 and *O'Keefe*, 134 Nev. Adv. Op. 92, 431 P.3d at 355. Mr. Edlund was charged with a violation of NRS 202.265 for Possession of a Dangerous Weapon on School Property, a gross misdemeanor. NRS 202.265 provides in relevant part:

//

1. Except as otherwise provided in this section, a person shall not carry or possess while on the property of the Nevada System of Higher Education, a private or public school or child care facility, or while in a vehicle of a private or public school or child care facility: . . .

(f) A pistol, revolver or other firearm . . .

2. Any person who violates subsection 1 is guilty of a gross misdemeanor.

Mr. Edlund pleaded guilty to this offense on August 7, 2019.[2] The Guilty Plea Memorandum ("the GPM") states, "I [Caidyn Edlund] did, **willfully and unlawfully** possess, either actually or constructively, a Taurus 9 millimeter firearm on the Galena High campus . . . ." The Motion Ex. 1k 2 ¶ 4 (emphasis added). Mr. Edlund's admission in the GPM overlaps substantially with the standard for gross misconduct, which was one of the stated reasons for his dismissal. *See* the Motion Ex. 1(j) 2 ¶ 1 (dismissing Mr. Edlund for conduct which was "reckless and in deliberate disregard of the interests of our students, Galena High School and the District"). NRS 391.750(1)(u) permits dismissal of a teacher for gross misconduct, and NRS 391.750(4) defines gross misconduct as "any act or omission that is in wanton, **willful**, reckless or deliberate disregard of the interests of a school or school district or a pupil thereof." Emphasis added.

Despite Mr. Edlund's guilty plea, Arbitrator Crost did not acknowledge that Mr. Edlund's violation of NRS 202.265 could constitute gross misconduct and just cause for his dismissal. In fact, Mr. Edlund's guilty plea and the contents of the GPM are mentioned nowhere in the Award, despite the evidence presented regarding these criminal charges and the admission of the GPM during the arbitration hearing. *See* the Motion Ex. 2 57:1-8; 58:6-8. Arbitrator Crost required proof Mr. Edlund "had knowingly taken the gun on the campus" to justify his dismissal. The Motion Ex. 3 3 ¶ 2. As the *Childers* Court explained, the word "willfully" connotes a general intent crime.

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[2] This plea was entered in Department 15, the Honorable David Hardy presiding.

Childers v. State, 100 Nev. 280, 283, 680 P.2d 598, 599 (1984) (discussing jury instruction on meaning of "willfully" in child abuse statute). Willfully "implies simply a purpose or willingness to commit the act or make the omission in question. The word does not require in its meaning any intent to violate law, or to injure another, or to acquire any advantage." *Id.* Arbitrator Crost also emphasized the lack of progressive discipline and the absence of a zero-tolerance weapons policy in the Award. *See* the Motion Ex. 3. However, the CBA does not require progressive discipline in every situation, and as long as there is just cause, dismissal for a first time offense is permissible. Despite the fact NRS 391.750(1)(u) authorizes dismissal for gross misconduct and Mr. Edlund admitted to gross misconduct, Arbitrator Crost found no just cause for his dismissal.

Because Arbitrator Crost disregarded Mr. Edlund's guilty plea, his admission to gross misconduct and the fact such a plea could constitute just cause for his dismissal, the Award was arbitrary and capricious. *See Clark Cty. Educ. Ass'n*, 122 Nev. at 341, 131 P.3d at 8 (explaining arbitrator's discretion is "not without limits"). The Court will vacate the Award and remand the matter for a hearing before a new arbitrator. *See Wichinsky*, 109 Nev. at 90, 947 P.2d at 731 (reversing district court's confirmation of arbitrary and capricious arbitration award and directing assignment to new arbitrator).

IT IS ORDERED the MOTION TO VACATE ARBITRATOR'S AWARD is hereby **GRANTED**. The Award is vacated, and this matter is remanded for rehearing before a new arbitrator.

DATED this 31st day of March, 2020.

ELLIOTT A. SATTLER
District Judge

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 31st day of March, 2020, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on this 31st day of March, 2020, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

CHRISTOPHER B. REICH, ESQ.

JESSICA PRUNTY, ESQ.

THOMAS J. DONALDSON, ESQ.

Mikki Merkouris

Mikki Merkouris
Courtroom Clerk

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2020-12-16 02:57:57 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8208578 : csulezic

EXHIBIT 7

EXHIBIT 7

BEFORE ARBITRATOR CATHERINE HARRIS, ESQ.

In the Matter of a Dispute Between:

WASHOE EDUCATION ASSOCIATION,

Association,

and

WASHOE COUNTY SCHOOL DISTRICT,

Employer.

Dismissal of Caidyn Edlund

August 20, 2020

Reno, Nevada

ASSOCIATION'S EXHIBIT INDEX

Exhibit	Description
A	Washoe County Sheriff's Office, Forensic Report dated 8/14/2018 (no controlled substances)
~~B~~	Reno Gazette-Journal article dated 2/4/2015, regarding Assembly Bill 2
~~C~~	Las Vegas Review-Journal article dated 2/4/2015, regarding Assembly Bill 2
D	Nevada Department of Education license and employment data for David Sayer
E	KOLO TV article dated 2/19/2019, regarding Galena High School Principal Tom Brown resigns
F	Las Vegas Review-Journal article dated 7/1/2019, regarding Washoe School Board fires Superintendent Traci Davis
G	Opinion and Award dated October 1, 2019, from Paul Crost, Esq.
H	
I	
J	
K	
L	
M	

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

EXHIBIT 7.A

Filed under seal
per 3/29/22 order

EXHIBIT 7.A

EXHIBIT 7.D

EXHIBIT 7.D

State of Nevada

License for Educational Personnel

License No. 43094

This License Certifies That

David Sayer

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 :

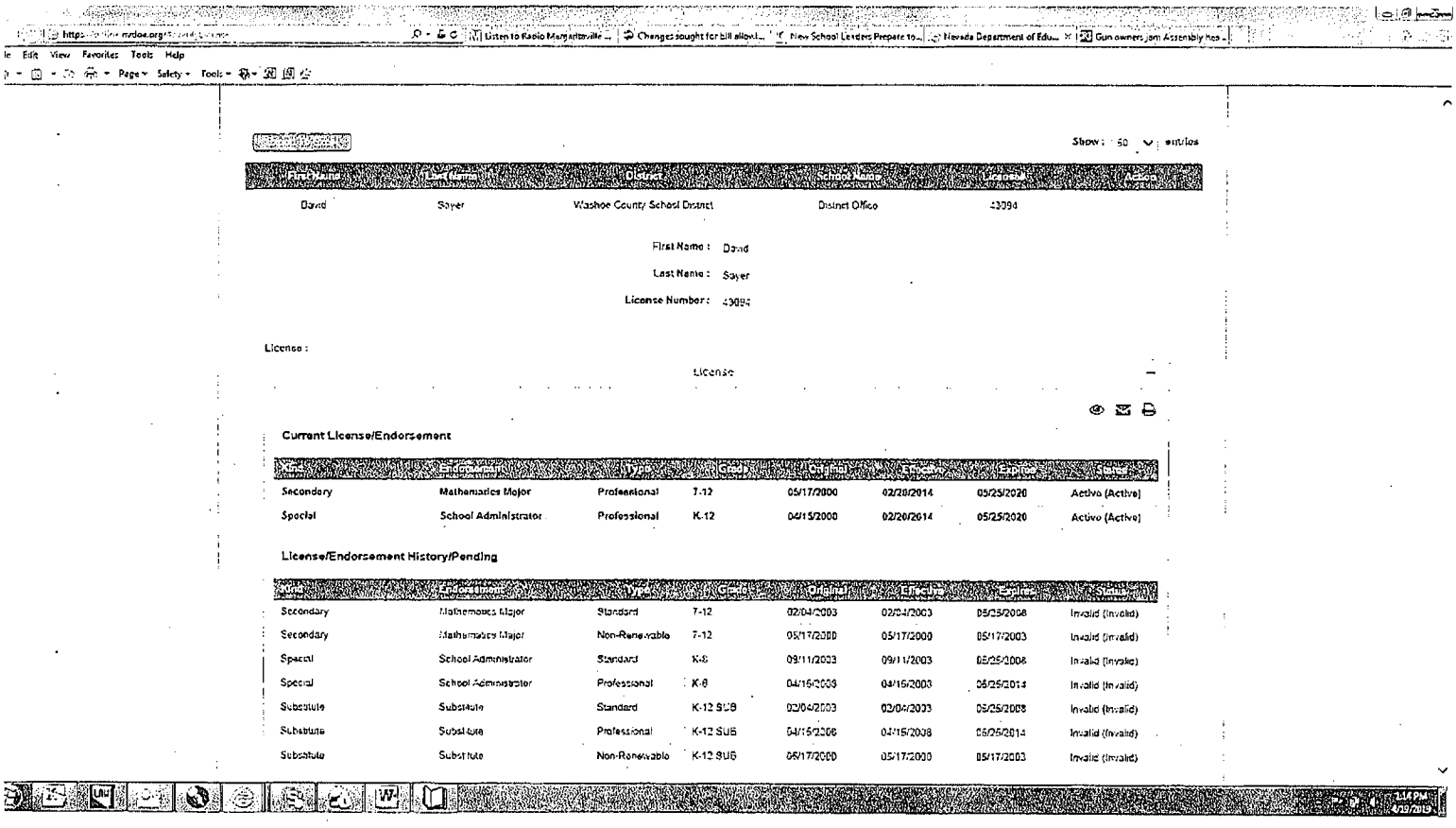
License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Professional - Secondary	7-12	05/17/2000	Mathematics Major	02/20/2014	05/25/2020
Professional - Special	K-12	04/15/2008	School Administrator	02/20/2014	05/25/2020

Provisions to be satisfied

Provisions	Required Due Date
All provisions have been satisfied.	

Renewal Requirements

Renewal Requirements	Required Due Date



Show : 50 entries

First Name	Last Name	District	School Name	License #	Action
David	Sayer	Washoe County School District	District Office	43094	

First Name : David

Last Name : Sayer

License Number : 43094

License :

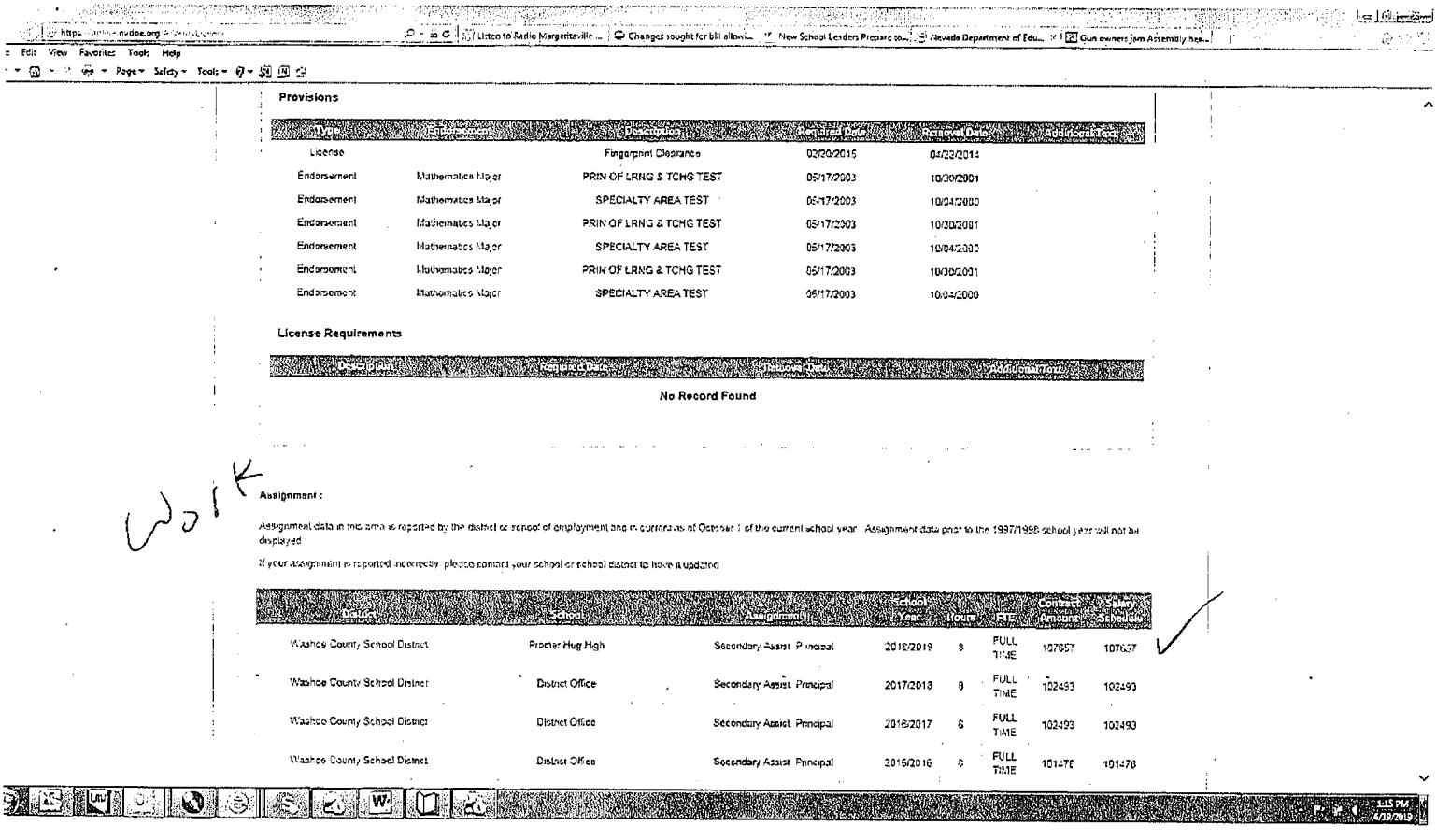
License

Current License/Endorsement

Area	Endorsement	Type	Grade	Original	Effective	Expires	Status
Secondary	Mathematics Major	Professional	7-12	05/17/2000	02/20/2014	05/25/2020	Activo (Active)
Special	School Administrator	Professional	K-12	04/15/2008	02/20/2014	05/25/2020	Activo (Active)

License/Endorsement History/Pending

Area	Endorsement	Type	Grade	Original	Effective	Expires	Status
Secondary	Mathematics Major	Standard	7-12	02/04/2003	02/04/2003	05/25/2008	Invalid (Invalid)
Secondary	Mathematics Major	Non-Renewable	7-12	05/17/2000	05/17/2000	05/17/2003	Invalid (Invalid)
Special	School Administrator	Standard	K-8	09/11/2003	09/11/2003	05/25/2008	Invalid (Invalid)
Special	School Administrator	Professional	K-8	04/15/2008	04/15/2008	05/25/2014	Invalid (Invalid)
Substitute	Substitute	Standard	K-12 SUB	02/04/2003	02/04/2003	05/25/2008	Invalid (Invalid)
Substitute	Substitute	Professional	K-12 SUB	04/15/2008	04/15/2008	05/25/2014	Invalid (Invalid)
Substitute	Substitute	Non-Renewable	K-12 SUB	05/17/2000	05/17/2000	05/17/2003	Invalid (Invalid)



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Provisions

Type	Description	Description	Issued Date	Renewal Date	Additional Info
License		Fingerprint Clearance	02/20/2015	04/23/2014	
Endorsement	Mathematics Major	PRIN OF LRNG & TCHG TEST	05/17/2003	10/30/2001	
Endorsement	Mathematics Major	SPECIALTY AREA TEST	05/17/2003	10/04/2000	
Endorsement	Mathematics Major	PRIN OF LRNG & TCHG TEST	05/17/2003	10/30/2001	
Endorsement	Mathematics Major	SPECIALTY AREA TEST	05/17/2003	10/04/2000	
Endorsement	Mathematics Major	PRIN OF LRNG & TCHG TEST	05/17/2003	10/30/2001	
Endorsement	Mathematics Major	SPECIALTY AREA TEST	05/17/2003	10/04/2000	

License Requirements

Description	Type	Required Date	Renewal Date	Additional Info

No Record Found

Work

Assignment

Assignment data in this area is reported by the district or school of employment and is current as of October 1 of the current school year. Assignment data prior to the 1997/1998 school year will not be displayed.

If your assignment is reported incorrectly, please contact your school or school district to have it updated.

District	School	Year	Current Assignment	Hours	FTE	Contract Amount	Salary Amount
Washoe County School District	Procter Hug High	2018/2019	Secondary Assist. Principal	8	FULL TIME	107857	107657
Washoe County School District	District Office	2017/2018	Secondary Assist. Principal	8	FULL TIME	102493	102493
Washoe County School District	District Office	2016/2017	Secondary Assist. Principal	8	FULL TIME	102493	102493
Washoe County School District	District Office	2015/2016	Secondary Assist. Principal	8	FULL TIME	101478	101478

Innovations

Washoe County School District	Washoe High	Secondary Assist. Principal	2014/2015	8	FULL TIME	101618	101618
Washoe County School District	Washoe High	Secondary Assist. Principal	2013/2014	8	FULL TIME	100610	100610
Washoe County School District	Washoe High	Secondary Assist. Principal	2012/2013	8	FULL TIME	98665	98665
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2011/2012	5	FULL TIME	95792	95792
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2010/2011	6	FULL TIME	94984	94984
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2009/2010	8	FULL TIME	94984	94984
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2008/2009	8	FULL TIME	93568	93568
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2007/2008	8	FULL TIME	77503	77503
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2006/2007	6	FULL TIME	74550	74550
Washoe County School District	Edward C Reed High	Secondary Assist. Principal	2005/2006	8	FULL TIME	67911	67911
Washoe County School District	Procter Hug High	Secondary Assist. Principal	2004/2005	8	FULL TIME	66373	66373
Washoe County School District	Procter Hug High	Secondary Assist. Principal	2003/2004	0	FULL TIME	58913	60568
Washoe County School District	Edward C Reed High	Math	2002/2003	3	FULL TIME	32133	0
Washoe County School District	Edward C Reed High	Math Minor	2002/2003	2	NONE	32133	0
Washoe County School District	Edward C Reed High	Math	2001/2002	3	FULL TIME	30066	0
Washoe County School District	Edward C Reed High	Math Minor	2001/2002	2	NONE	30066	0
Washoe County School District	Edward C Reed High	Math	2000/2001	0	FULL TIME	27410	0
Washoe County School District	Edward C Reed High	Math Minor	2000/2001	0	NONE	27410	0

EXHIBIT 7.E

EXHIBIT 7.E

Galena High principal resigns

By Staff | Posted: Thu 2:48 PM, Nov 29, 2018 | Updated: Tue 4:20 PM, Feb 19, 2019

RENO, Nev. (KOLO) - UPDATE 2/19/19: The Washoe County School District reports the principal of Galena High School has officially resigned.

Principal Tom Brown and Assistant Principal Erika Sanchez had been on indefinite leave since November 2018, but no reason for their leave was announced.

No information has been announced about the status of Sanchez.

In an email letter to Galena families, WCSD Area Superintendent Joe Ernst says, "Over the next couple of weeks, I will be arranging parent meetings to explain the principal hiring process and to gather input."

Ernst also said Interim Principal Rick Harris will continue in his role until a decision is made on a new principal for Galena High School.

ORIGINAL STORY: The Washoe County School District confirms Galena High School Principal Tom Brown is on indefinite leave, as is Assistant Principal of Curriculum & Instruction Erika Sanchez, but no public reason has been offered.

Rick Harris has been named interim principal; he is a former principal at Mariposa Academy, a charter school, and has held several other positions within the district.

The district sent this message to Galena families:

"Hello Galena Parents and Guardians,

"This is Joe Ernst, Area Superintendent of Galena HS. I would like to inform you that Mr. Brown will be out for a period of time. In the meantime, Mr. Rick Harris will be serving as the interim principal of Galena HS. Washoe County School District will continue to provide support to our students and staff to ensure the continuation of teaching and learning during Mr. Brown's absence.

"Thank you and have a nice evening.

"Joe Ernst
Area Superintendent"

TOP ARTICLES 1/5

Renown® HEALTH

EXHIBIT 7.F

EXHIBIT 7.F

Washoe school board fires superintendent Traci Davis

By Colton Lochhead Las Vegas Review-Journal
July 1, 2019 - 2:57 pm

Don't miss the big stories. Like us on Facebook. Like 206K

Updated July 1, 2019 - 8:35 pm

RENO — The superintendent of the Washoe County School District is out after the school board voted to fire her amid accusations of leaks of confidential information and gross negligence.

The Washoe County School District Board of Trustees voted 6-1 at a special meeting Monday morning to fire Superintendent Traci Davis with cause. Trustee Jacqueline Calvert was the only no vote. Deputy Superintendent Kristen McNeil was unanimously chosen by the trustees to fill in as interim superintendent.

After the vote, Davis told reporters she is exploring her legal options against the district. Under Davis's contract, the only avenue to dispute the termination is in court.

The move comes after a tumultuous two weeks for the district that saw lawyers, school officials and board trustees exchanging accusations of deceit, undermining investigations and potential racial bias. Davis is black in a district of only 2.5 percent black students.

Davis, who was given 20 minutes in front of the board for her and her attorney to dispute the charges, said she was not sure how someone got the confidential information and that she did not participate in leaking it.

Davis' lawyer, William Peterson, took that a step further saying that the hundreds of pages of documents released by the board as evidence for the charges included nothing that links Davis to the leaking of the information.

"You might as well put in a phone book. There's nothing in them that I can see that connects Mrs. Davis to these charges," Peterson said.

The district accused Davis of negligence after receiving documents in May — including emails, texts and other information — that the district said shows one of Davis' former subordinates, Byron Green, fed confidential information to Jenny Ricci Hunt, an employee Davis fired in 2018 who was suing for unlawful termination.

Green's husband, David Lasic, was Davis' chief of staff, and trustees said that Davis was told by the district in 2017 that steps needed to be taken to prevent the confidential information from leaking. Both Green and Lasic were fired by McNeil, who was running the district while Davis was out on leave last month.

Trustee Scott Kelley said he found 14 instances of information being leaked by Davis' closest colleagues within minutes of Davis herself receiving them. He accused her of sabotaging the district's efforts as well as intentionally or negligently leaking the information to her subordinate.

"I think Superintendent Davis purposefully undermined the investigation," Kelley said.

The board heard from dozens of members of the public, including parents, teachers and teacher union representatives, who weighed in on the issue, many of whom blasted both sides for the public, messy way in which the the dispute has played out.

"The way this has been handled on all sides has broken out trust. It has broken our commitment," said Natha Anderson, president of the Washoe Education Association.

Others touched on the issue of racial discrimination raised last week by Davis' attorney, with some noting that the previous superintendent, who was Hispanic, was also fired by the board.

"I am concerned with the way that our process is going and also with the way that we have treated minorities in leadership here," Norris Dupree, Jr. said.

Lonnie Feemster, president of the Reno/Sparks chapter of the NAACP, said that the way the firing played out in the public over the last few weeks will have lasting impacts on the relationships between the African American and other minority communities and the school district.

"It will heighten distrust and heighten the perception that there is bias," Feemster said.

Hired by the district in 2012 as deputy superintendent, Davis was an up-and-coming administrator who had made a name for herself after spending 16 years in Clark County an teacher who climbed the ranks to become an area superintendent.

Two years later, then-superintendent Pedro Martinez was fired and Davis was chosen as his successor. Martinez later sued and received a settlement for back pay and other benefits totalling roughly $500,000.

Because she was fired for cause, Davis will not get a settlement from the district unless a court overturns the board's decision. She will receive $122,4121 in compensation for accrued benefits, such as paid time off and unused sick pay.

Before the vote, Trustee Angela Taylor called for an "amicable settlement" between the district and Davis, saying it would have sent staff and the community a message that the board wants stability going forward.

Taylor said that she saw no direct evidence of Davis leaking the information, but that there was strong circumstantial evidence to support the allegations.

Taylor added that failing to come to an agreement is going to leave a cloud hanging over the district going into the next school year with Davis' likely lawsuit playing out.

Such a settlement, Taylor said, "would have solved us the pain to come."

Contact Capital Bureau Chief Colton Lochhead at clochhead@reviewjournal.com or 775-461-3820. Follow @ColtonLochhead on Twitter.

Full disclosure: The author's wife is employed as a teacher in the Washoe County School District.

EXHIBIT 7.G

EXHIBIT 7.G

IN ARBITRATION PROCEEDINGS

PURSUANT TO THE PARTIES' COLLECTIVE BARGAINING AGREEMENT

In the Matter of an Arbitration Between WASHOE EDUCATION ASSOCIATION and WASHOE COUNTY SCHOOL DISTRICT COLLEGE DISTRICT Re: CAIDIN EDLUND GRIEVANCE	OPINION and AWARD

The above-entitled matter was heard on August 20, 2019, by Paul Crost, the duly appointed arbitrator pursuant to the terms of the collective bargaining agreement [CBA] between the Washoe County School District [District] and the Washoe Education Association [Association]. I have reviewed the testimony and evidence presented during the hearing, as well as the closing arguments. While I have not addressed all of the arguments and issues raised by the parties, this should not be interpreted to mean that I have not reviewed and carefully considered the evidentiary record and all arguments of counsel. Rather, I have addressed that evidence and arguments that have a significant basis for my decision-making process.

STATEMENT OF THE ISSUES

Did the Washoe County School District have just cause to dismiss Grievant, Caidyn Edlund? If not, what should the remedy be?

DISCUSSION

"No teacher will be discharged, disciplined, or suspended without just cause." Article 32.1, and the Nevada Supreme Court has defined just cause or legal cause as:

> "[N]ot any cause which the officer authorized to make such removal may deem sufficient. Rather, such cause must be one which specifically relates to and affects the administration of the office, and must be restricted to something of a substantial nature directly affecting the rights and interests of the public. The cause must be one touching the qualifications of the officer or his performance of his duties, showing that he is not a fit or proper person to hold the office." *Rust v. Clark County Sch. Dist,* 100 Nev. 372, 374; 683 P.2d 23 (1984).

I fully agree the Association that the District did not meet the evidence of just cause to dismiss Grievant. As stated by Grievant's argument.

> "The District has **no evidence** that Mr. Edlund's inadvertent conduct on May 10, 2018, warrents his summary dismissal. Mr. Edlund has consistently admitted that he simply forgot that the pistol was in his gym bag when he left the bag locked in his truck in the GHS staff parking lot that morning....Indeed, the District's own regulation 4765 does not require Mr. Edlunds dismissal. .... District Regulation 4765(3) provides that an employee who violates the policy can be "disciplined up to and including suspension, and/or dismissal, in accordance with... progressive discipline plans. Thus, the District does not have a 'zero tolerance' weapons policy."

In order to establish grounds for discipline the District must establish proof that there was either unprofessional conduct, inadequate performance, failure to comply with the District's Regulations, or Gross Misconduct. Other than Grievant's having forgotten to

remove his gun before he parked in the parking lot, the District's only grounds for dismissal are District Regulations and Gross Misconduct.

Principle Brown and Area Superintendent Ernst failed to consider these factors of discipline, especially dismissal. In his Notice of Recommendation, Brown stated, "I find that your response that you simply forgot you had a loaded handgun in your vehicle as you parked at Galena High School is not persuasive.... Either your act of bring[ing] loaded 9mm handgun on to Galena High School campus or your omission of not removing the handgun from your vehicle prior to coming onto the property is reckless and in deliberate disregard of the interests of our students, Galena High School and the District."

If Grievant had knowingly taken the gun on the campus, that would be a basis for discipline. Apparently Brown and Ernst failed to read NRS 391.750, which sets the "Grounds for suspension, demotion, dismissal ...; considers of evaluations and standards of performance." In determining the teachers' ***state of mind*** must evaluate an alleged violation of NRS 391.750. in determining whether or not the conduct warrants discipline. Among the NRS 391.750 (a) to (v) "reasons" for discipline considers the teacher's **state of mind:** 1.(0) **Willfull[y] neglect** or failure to observe and carry out the requirements of this title; (s) **Knowingly and willfully** failing to comply with the provisions of NRS 388.1351; (t) **Knowingly and willfuly** violating any provision of NRS 391.850 to 391.930, inclusive; (v) An **intentional** failure to report a violation of NRS 388.135. Neither willfully neglect, knowingly and willfully, or intent should have

been considered Grievant's state of mind. Instead of seeking evidence of Grievant's state of mind, the District's failed to establish evidence of Grievant's dismissal based on Brown's "persuasive" decision that Grievant his deliberated Grievant's taking the gun on the campus.

Neither Brown nor Ernst provided any evidence that Grievant's conduct was willfully neglect, or knowingly and willfully for having his gun on the campus. The District has the burden of proof, and that is not sufficient for Brown to dismiss Grievant because he believes that Grievant's statements are not "persuasive." Brown had no evidence from a third person that stated that Grievant always carried the gun on the campus.

One of the bases for discipline is "inadequate performance." The District's assertion that Grievant's dismissal was justified for his inadequate performance which is false. Rather than "inadequate performance" asserted by Brown and Ernst, Grievant's teaching work is contrary to the quality of his work. For example, the Evaluator for the 2017-2018 year's opinion is the opposite of Grievant's performance. Examples of Grievant's description is the Classroom Environment Standard 1 that Grievant "is effective or highly effective;" Standard 2 states that Grievant "does a great job of creating a positive classroom;" Instruction Standard 3 states that Grievant "is excellent in communicating with his students;" Professional Responsibility Standard 4 states that Grievant "plays an active role in the professional community at Galena." These remarks by the

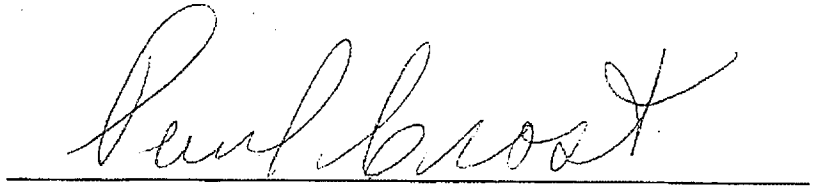
Evaluator demonstrates that there was no basis for Grievant's inadequate performance.

As I have determined that the District did not establish the burden of proof that Grievant's misconduct that supports dismissal, Grievant shall be reinstated to his previous position, and that back pay, benefits, and interest as required by NRS.391.706(3). The District may issue a reprimand stating that Grievant erred by bringing a gun on any District properties.

AWARD

1. The District did not have just cause to dismiss Grievant. The District may issue a reprimand for bringing a gun on any District properties.
2. The District is ordered to reinstate Grievant to his former position without loss of seniority or accrued benefits. The District shall make Grievant whole for all lost earnings, interest, and benefits.
3. The Arbitrator shall retain jurisdiction for 45 days solely for the purpose of resolving any disputes regarding the implementation of the remedial provisions of this Award.

Dated: October 1, 2019



PAUL CROST, Arbitrator

FILED
Electronically
CV19-02058
2020-12-16 02:57:57 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8208578 : csulezic

EXHIBIT 8

EXHIBIT 8

[EXTERNAL] Re: Caidyn Edlund Dismissal--Motion to Modify or Correct Arbitrator's Award

Read, Breanne <BRead@WashoeSchools.net>
Wed 12/16/2020 12:58 PM

To: Read, Breanne <BRead@WashoeSchools.net>

From: Catherine Harris <charrisdisputeresolutions@att.net>
Sent: Tuesday, November 10, 2020 5:07:03 PM
To: Tom Donaldson <TDonaldson@dyerlawrence.com>
Cc: edlund.sid@gmail.com <edlund.sid@gmail.com>; thomas.stauss@nsea-nv.org <thomas.stauss@nsea-nv.org>; Kelly Gilbert <kgilbert@dyerlawrence.com>; Spotts, Anthony <ASpotts@WashoeSchools.net>
Subject: [EXTERNAL] Re: Caidyn Edlund Dismissal--Motion to Modify or Correct Arbitrator's Award

Dear Mr. Donaldson,

I have reviewed your motion which amounts to a request that I reconsider my final award.

After carefully considering the evidence and arguments presented by both parties, I determined that conditional reinstatement without back pay was the appropriate remedy (as opposed to a suspension or termination).

The arbitrator is now functus officio.

Best Regards,
Arbitrator Harris

Sent from my iPhone

> On Nov 10, 2020, at 12:17 PM, Tom Donaldson <TDonaldson@dyerlawrence.com> wrote:
>
> Arbitrator Harris,
>
> Please find attached WEA's Motion to Modify or Correct Arbitrator's Award. Thank you.
>
> Thomas J. Donaldson
> Nevada State Bar No. 5283
> Dyer Lawrence, LLP

2805 Mountain Street
Carson City, NV 89703
(775) 885-1896 office
(775) 885-8728 facsimile
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From: Catherine Harris <charrisdisputeresolutions@att.net>
Sent: Friday, November 6, 2020 3:31 PM
To: Tom Donaldson <TDonaldson@dyerlawrence.com>; ASpotts@WashoeSchools.net
Subject: Caidyn Edlund Dismissal

Dear Counsel,

Attached is the arbitrator's Opinion and Award in the above-referenced matter.

I have also attached my Statement for Services, my hotel receipt, and a Form W9.

Thank you for the opportunity to serve as your arbitrator and for the courtesies extended to me during the course of the case.

Since I had everything ready to go yesterday before I had to rush Lewis to Kaiser, I did not bother to change the dates on any of the documents.

I am happy to report that Lewis is going to be fine!

Best regards,

Arbitrator Harris

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<image001.jpg> Virus-free. www.avast.com

<201110edlund.modify.mot.pdf>

[EXTERNAL] Caidyn Edlund Dismissal--Motion to Modify or Correct Arbitrator's Award

Read, Breanne <BRead@WashoeSchools.net>
Wed 12/16/2020 12:55 PM
To: Read, Breanne <BRead@WashoeSchools.net>

1 attachments (63 KB)
201110edlund.modify.mot.pdf;

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Sent: Tuesday, November 10, 2020 12:17 PM
To: Catherine Harris <charrisdisputeresolutions@att.net>
Cc: 'edlund.sid@gmail.com' <edlund.sid@gmail.com>; 'thomas.stauss@nsea-nv.org' <thomas.stauss@nsea-nv.org>; Kelly Gilbert <kgilbert@dyerlawrence.com>; Spotts, Anthony <ASpotts@WashoeSchools.net>
Subject: [EXTERNAL] Caidyn Edlund Dismissal--Motion to Modify or Correct Arbitrator's Award

Arbitrator Harris,

Please find attached WEA's Motion to Modify or Correct Arbitrator's Award. Thank you.

Thomas J. Donaldson
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Virus-free. www.avast.com

BEFORE ARBITRATOR CATHERINE HARRIS, ESQ.

In the Matter of a Dispute
Between:

WASHOE EDUCATION
ASSOCIATION,

Association,

and

WASHOE COUNTY SCHOOL
DISTRICT,

Employer.
_____/

Dismissal of Grievant Caidyn Edlund

ASSOCIATION'S MOTION TO MODIFY OR CORRECT ARBITRATOR'S AWARD

COMES NOW the WASHOE EDUCATION ASSOCIATION ("Association") by and through its attorneys, Dyer Lawrence, LLP, and Thomas J. Donaldson, Esq., and hereby moves the Arbitrator to modify or to correct her Opinion and Award ("Award") dated November 5, 2020, in this matter. The instant motion is made pursuant to NRS 38.237 and NRS 391.760(8) and based upon the following memorandum of points and authorities.

DATED this 10th day of November, 2020.

DYER LAWRENCE, LLP

By: /s/ Thomas J. Donaldson
Thomas J. Donaldson
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tdonaldson@dyerlawrence.com
Attorneys for the Washoe Education
Association and Caidyn Edlund

Memorandum of Points and Authorities

The Arbitrator issued her Award in this matter on or about November 6, 2020. The Arbitrator concluded, "[t]here was no just cause for [Grievant's] termination[,]" and, hence, "[a]

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more appropriate remedy is conditional reinstatement without backpay." Award, p. 21. "Grievant was terminated [by the Washoe County School District ("District")] effective November 19, 2018." *Id.* at 8. Thus, the Award imposed a disciplinary suspension without pay of nearly two (2) years. However, NRS 391.760(8) concerning the suspension of licensed employees, *i.e.*, teachers, in Nevada states, "[a]n employee may be suspended more than once during the employee's contract year, but **the total number of days of suspension may not exceed 20 in 1 contract year.**"[1] (Emphasis supplied.)

The Arbitrator determined that Grievant was not entitled to backpay because he "did not provide any assurances to the arbitrator that he can be counted upon to store his weapon somewhere other than his vehicle when he is scheduled to perform duties as a teacher for the District[,]" did not "offer any assurances that he had developed a plan for keeping his gun in a secured and lawful location which will foreclose any future violations of law and/or regulation barring possession or carrying of firearms onto District property[,]" and did not "express any regret about his failure to have established such procedures[.]" Award, p. 20. Yet, the Arbitrator was aware that "[i]n October 2019, the Grievant completed **Firearms Instructor Training**" and "[i]n November of 2019, the Grievant started his own **firearms training business** 'Battle Born Personal Protection Training.'" *Id.* at 12 (emphasis added). Thus, as a certified Firearms Instructor, Grievant now possesses and is required to demonstrate solid and safe firearm handling and shooting skills and to teach those practices to others, which certainly constitutes an assurance and lawful plan that his reckless mistake on May 10, 2018, will **never be repeated!**

NRS 38.237 regarding changing an award by an arbitrator provides in pertinent portion:

> 1. On motion to an arbitrator by a party to an arbitral proceeding, the arbitrator may modify or correct an award:
> (a) Upon a ground stated in paragraph (a) or (c) of subsection 1 of NRS 38.242;[2]

---

[1] A "day" is not defined in NRS Chapter 391. However, the parties have agreed that "days" mean "working school days rather than calendar days." Negotiated Agreement, Article 12.1.4. Thus, a 20-day disciplinary suspension equates to **four (4) weeks without pay**.

[2] NRS 38.242(1)(a) states, "[t]here was an evident mathematical miscalculation or an evident mistake in the description of a person, thing or property referred to in the award" and NRS 38.242(1)(c), states, "[t]he award is imperfect in a matter of form not affecting the merits of the decision on the claims submitted."

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(b) Because the arbitrator has not made a final and definite award upon a claim submitted by the parties to the arbitral proceeding; or

(c) To clarify the award.

2. A motion under subsection 1 must be made and notice given to all parties within 20 days after the movant receives notice of the award.

3. A party to the arbitral proceeding must give notice of any objection to the motion within 10 days after receipt of the notice.

* * *

Here, the Association and Grievant respectfully move the Arbitrator to modify the Award by changing Grievant's "reinstatement without backpay," *i.e.*, 2-year disciplinary suspension without pay, to reinstatement with backpay subject to a twenty (20) working day suspension without pay in accordance with NRS 391.360(8). Of course, Grievant's backpay will be offset by the interim earnings resulting from his "diligent search for alternative employment" over the past two and one-half (2½) years. Award, p. 12. Not only is the reduced suspension length required by Nevada law, but Grievant's certification as a Firearms Instructor certainly assures the Arbitrator that his underlying conduct will never be repeated. Of course, in the extremely unlikely event that Grievant does bring a firearm onto District property in the future, the District will be justified in summarily terminating Grievant's employment.

Conclusion

Unquestionably, Grievant has been going through a "living Hell" professionally, personally and financially since the underlying incident on May 10, 2018, exactly thirty (30) months ago. He was arrested by District police, treated like a criminal, terminated by the District, reinstated with backpay by Arbitrator Crost, hauled into Court by the District, and required to go through a second arbitration to preserve his nearly 10-year exemplary Special Education teaching career. Award, pp. 4-12. Without a doubt, Grievant has "learned his lesson," learned how to safely handle and secure firearms through his Firearms Instructor Training, and has been teaching others those skills for the past year. *Id.* at 12. So, certainly, Grievant will **not** commit a "repeat offense."

"An employee may be suspended more than once during the employee's contract year, but the total number of days of suspension may not exceed 20 in 1 contract year." NRS 391.760(8). Thus, reinstatement of a teacher subject to a disciplinary suspension without pay greater than twenty (20) working days, *i.e.*, four (4) weeks, is contrary to Nevada law.

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An arbitrator may modify, correct or clarify an award on the grounds set forth in NRS 38.237(1) and NRS 38.242(1)(a) and (c). Therefore, the Association and Grievant respectfully request a revised Award from the Arbitrator changing Grievant's "reinstatement without backpay" to reinstatement with back pay, less interim earnings and a twenty (20) working day disciplinary suspension without pay under the circumstances. Such a modified Award is still consistent with the Arbitrator's finding that "Grievant should not pay the ultimate price of termination for a single isolated act, even if reckless, where he has an otherwise satisfactory work record and has already paid a heavy price in terms of lost earnings and opportunity for advancement." Award, p. 20.

DATED this 10th day of November, 2020.

DYER LAWRENCE, LLP

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