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STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

Michael Paul English, Complainant, vs. **CLARK COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; and CLARK COUNTY EDUCATION ASSOCIATION, a Recognized Employee Organization,** Respondents.	**CASE NO.:** 2026-012 **COMPLAINANT'S PETITION FOR REHEARING AND RECONSIDERATION (NRS 233B.130(4); NAC 288.360, NAC 288.364)**

COMPLAINANT'S PETITION FOR REHEARING AND RECONSIDERATION

Complainant Michael Paul English, in proper person, respectfully petitions the Board for rehearing and reconsideration of its Order entered October 15, 2026, pursuant to NRS 233B.130(4) and NAC 288.360 and 288.364. This Petition is timely because it is filed within 14 days after service of the Order. It is limited to three matters on which the Order, respectfully, does not reflect the record that was before the Board. Complainant is self-represented, and his pleadings and papers are to be liberally construed. NAC 288.235(2); see also Haines v. Kerner, 404 U.S. 519, 520 (1972).

I. THE FINDING THAT COMPLAINANT "FAILED TO ALLEGE" OR "REFUTE" THAT HIS DUTIES CONSIST OF TEACHING STUDENTS IS NOT CONSISTENT WITH THE RECORD

The Order finds that Complainant "failed to allege otherwise in the Complaint or in opposition to Respondents' motions to dismiss," Order p. 5 (Finding of Fact 3), and that he "fails to refute Respondents' allegations to the contrary," id. p. 3. The record says otherwise. The Complaint alleges that Complainant is a "licensed 100% Special Education, 100% Title 1 educator" who provides specialized instruction to fulfill students' IEPs, Compl., First Claim ¶ 2, and that he "met all established criteria for the stipend," id. ¶ 5, which necessarily includes Article 26-19-2. Complainant's Oppositions then addressed the point directly:

(a) Complainant "perfectly meets all three of these necessary, contractually mandated criteria," including that he "spend[s] a majority of [his] duties teaching students." Opp. to CCSD Mot. pp. 7–8;

(b) Article 26-19 requires that an employee be a licensed Special Education teacher, teach at a Title I school, and "[s]pend a majority of their assigned duties directly teaching students," and "Complainant meets all three of these contractually mandated metrics perfectly." Opp. to CCEA Mot. pp. 9–10.

(c) Complainant is a licensed Special Education teacher who delivers direct, specialized instruction to students with IEPs in classrooms across Title I schools. Id. pp. 2, 14.

These passages address the very point on which the Order found Complainant silent. The error is material, not clerical: the finding that Complainant did not allege or refute that his duties consist of teaching students is the premise for the Order's conclusions that he "is not a classroom teacher," Finding 3, and that "CCSD acted in accordance with the terms of the Agreement," Conclusion 5. If that premise is corrected, those conclusions can no longer rest on it. Complainant has consistently stated that he meets the criteria of Article 26-19-2: in his April 15, 2026 email to Human Resources, CCSD Mot., Ex. C; in the grievance he pursued over the denial, Compl., Second Claim ¶ 12(A); in the Complaint itself, First Claim ¶¶ 2, 5; and in his Oppositions, Opp. to CCSD Mot. pp. 7–8, Opp. to CCEA Mot. pp. 9–10. His April 17, 2026 grievance, which can be provided on request, likewise stated that he "spends a majority of his assigned duties providing direct instruction to students in a classroom and is 100% assigned to Title I school sites."

The Order's account of the reason for the denial is also different from the reasons CCSD gave at the time. CCSD's April 15, 2026 denial stated that Complainant's "current assignment is not tied to a specific qualifying Title I school site," and Ms. Triana's June 3, 2026 explanation stated that "[i]tinerant teachers do not fill hard-to-fill positions at schools." Order pp. 6–7 (Findings 7–8) (citing CCSD Mot., Ex. C). Neither said that Complainant was not a classroom teacher. The Order's stated ground for finding Complainant ineligible, that he is not a classroom teacher, was not a ground CCSD relied on when it made the decision. The Order itself finds that Complainant "is assigned to five Title I schools," Finding 3, and does not explain why that assignment does not satisfy the location requirement of Article 26-19. And when Complainant wrote to CCSD Human Resources on April 15, 2026, he identified two criteria, that a majority of duties be teaching students and that self-contained status is not required, and stated, "I meet both of those

stated criteria." CCSD Mot., Ex. C. CCSD did not dispute his duties. On April 16, 2026, Human Resources replied that, "[b]ased on our current negotiated agreement, our interpretation differs from your understanding of the terms," and that "other employees who are centrally assigned but work in Title I schools are not eligible." CCSD Mot., Ex. C. The Order itself finds that Complainant is a licensed special education teacher, Finding 3, and identifies no evidence that his primary duties are anything other than teaching students.

The Agreement also does not define "classroom." Article 26-19-4 extends eligibility to special education teachers "regardless of whether they teach in a self-contained or non-self contained classroom," and the record includes District records classifying Complainant's position as a critical labor shortage position. Opp. to CCSD Mot., Exs. B, C. Article 26-19-2 is also disjunctive: an employee "must be a classroom teacher or spend a majority of their assigned duties teaching students in a classroom." The Order concludes that Complainant "is not a classroom teacher," Finding 3, but the only basis it identifies is that the word "classroom" does not appear in his job description. It does not explain why a licensed special education teacher assigned to instruct students at Title I schools falls outside the first alternative of Article 26-19-2. Nor does it explain whether Adapted Physical Education instruction delivered at Title I school sites is "teaching students in a classroom." Both are questions of contract meaning and of fact. They cannot be resolved against Complainant on the pleadings. Respondents have never identified what duties would place a licensed special education teacher, assigned to instruct students at Title I schools, outside both alternatives of Article 26-19-2.

If the Board considered the majority-of-duties question dispositive, the proper course was to allow it to be addressed, not to dismiss with prejudice on the ground that it was not proven. NAC 288.235(1) provides that the Board "may allow any pleading or motion to be amended or corrected, or any omission in the pleading, motion or other papers to be cured," where substantial rights of the parties will not be prejudiced. Respondents identified no prejudice that would result.

Complainant has consistently stated that he meets the criteria of Article 26-19-2, and he is prepared to present evidence of his duties at a hearing or in further briefing.

II. THE ORDER RESOLVES DISPUTED FACTS THAT MUST BE TAKEN IN COMPLAINANT'S FAVOR AT THIS STAGE

The Order finds that Complainant "is not a classroom teacher," Finding 3; that "CCSD acted in accordance with the terms of the Agreement," Conclusion 5; and that Respondents "evidenced" a "shared understanding" of Article 26-19, Conclusion 8. Each finding rests on Respondents' account of disputed facts. The only sources the Order cites for the finding that Complainant's duties are not mainly teaching are statements in Respondents' motions. Order pp. 2–3 (citing CCSD Mot. p. 3, CCEA Mot. p. 5). Argument in a brief is not evidence, and the absence of the word "classroom" from a job description, Finding 3, is not a finding about what a teacher actually does. The same job description states that the APE specialist "will provide developmental or corrective instruction in support of students with disabilities," that "APE teachers are assigned to teach all grade levels K–12," and that the essential duties include implementing "specialized instructional methods and strategies" and providing direct student services, including one-on-one intervention "in the PE class." Opp. to CCSD Mot., Ex. D. The Order relies on what the job description does not say and does not address what it does say. This Board has held that "cases involving factual disputes, and credibility determinations, require a hearing and cannot be disposed of by a motion to dismiss." AFSCME, Local 4041 v. State of Nevada, Dep't of Corrections, Case No. 2020-002, Item No. 862-A (EMRB, Sept. 23, 2020). Complainant does not contend that every disagreement about the Agreement requires an evidentiary hearing. The specific problem is that the Order treated Complainant's duties and the asserted shared understanding of Article 26-19 as established against him, although the pleadings alleged contrary facts and disputed the existence and scope of that understanding.

Respondents' own filings also describe the alleged "mutual understanding" in different ways. CCSD's Motion states that Complainant was ineligible "based on the mutual understanding of the parameters reached during negotiations." CCSD Mot. p. 7. CCSD's Chief Human Resources Officer wrote that CCSD and CCEA "agreed on eligibility criteria ... based on an interpretation of the language and intent" of Article 26-19, which "did not include any itinerant teachers." CCSD Mot., Ex. C. CCSD's negotiator, however, declares only that "the parties never agreed or contemplated that central-based employees (i.e. those not based at a school) would be included in the negotiated criteria." Okazaki Decl. ¶ 5 (CCSD Reply, Ex. A). An agreement to exclude a group and a failure to contemplate that group are different things, and Respondents have not said which occurred, when, or between whom. Complainant raised this in his Oppositions and asked that the existence, timing, and content of the alleged understanding be tested. Opp. to CCSD Mot. pp. 3, 14, 18. These are disputed facts that could not be resolved on motion papers alone.

The Order also does not address the comparator evidence. Brennan Utt received an official April 24, 2026 eligibility notice, Opp. to CCSD Mot. p. 9, Ex. A, and Complainant identified two more home-school assigned APE teachers, Tracey Herstam and Cindy White, who also received the differential. Reply ISO Mot. for Leave at 10. CCEA itself describes White and Herstam as "two school-based APE employees whose primary school assignments are to Title I schools," and asserts that "[n]o other centrally-based APE employee, including Complainant, are similarly situated to White and Herstam". CCEA Opp. to Mot. for Leave p. 15. That is an assertion, not a finding, and whether it is true is a disputed question of fact. Complainant has alleged that these teachers perform the same daily functions, responsibilities, and school-site instruction that he does. As Complainant stated in his Reply in support of the Motion for Leave, he is paid on the same Licensed Employee Salary Schedule, attends the same staff meetings and department trainings, and is subject to the same handbook and duty standards as home-school assigned APE teachers. Reply ISO Mot. for Leave at 16; see also Opp. to CCSD Mot.,

Ex. D (Essential Duties ¶ 9, requiring participation in "region and department APE staff activities including monthly meetings and staff professional learning activities"). If, as the Order holds, Article 26-19-2 requires a classroom teacher or a majority of duties teaching students, then Respondents have paid that differential to APE teachers whose work Complainant has alleged is the same as his. The job description for the APE specialist position, which Complainant has alleged covers those teachers as well, states that "[t]his is an itinerant position," Opp. to CCSD Mot. p. 8, Ex. D, and the Order itself finds that Complainant "holds an itinerant position," Finding 3. If itinerant status is a ground for ineligibility, as Respondents contend, it would apply equally to the teachers who were paid. Respondents offer only conclusory statements that being assigned to a home school changes the work those teachers do. Whether that difference changes the nature of their duties is a disputed question of fact, and Complainant is prepared to prove it. Either those teachers meet the Order's standard, in which case the record supports that Complainant does too, or the standard is being applied inconsistently. Both possibilities require a hearing.

Finding 4 states that "Respondents CCSD and CCEA allege their shared understanding of the intent and meaning of Article 26-19 was made and based on AB 396." Order p. 5. The Order elsewhere describes that understanding as "based in part on documented legislation (i.e., AB 396)." Id. p. 5 (Discussion); id. p. 9 (Conclusion 8). Finding 4 describes that bill as "passed by the Nevada Legislature on May 23, 2025, and signed into law by the Governor on June 6, 2025." Id. p. 5. Those are the dates of Assembly Bill 396, a housing bill with no connection to Article 26-19. See Nev. Legislature, 83rd Sess. (2025), A.B. 396 (NELIS). Assembly Bill 398, the bill that funds the differential, passed the Senate on May 29, 2025, and was approved by the Governor on June 5, 2025. See id., A.B. 398. Elsewhere the Order refers to AB 398, Order pp. 4, 6, and Finding 8 quotes Ms. Triana's June 3, 2026 email as referring to "AB 396," id. p. 7, although the email in the record says "AB 398." CCSD Mot., Ex. C. Article 26-19-1 of the Agreement and CCSD's own April 2026 FAQ identify the funding source as Assembly Bill 398. CCSD,

AB 398 FAQ (Apr. 2026) at 1 n.2, Opp. to CCEA Mot., Ex. F. To the extent the finding of a shared understanding rests on AB 396, it rests on the wrong bill, and Complainant respectfully asks the Board to reconsider that finding and to correct its quotation of the record.

Complainant also identified persons with first-hand knowledge of his duties, including his department supervisor and a site principal who stated she was willing to serve as a factual reference, and gave notice that he would seek their testimony. Opp. to CCEA Mot. pp. 3–4 (citing NAC 288.279). Those persons have not been heard.

III. THE ORDER DOES NOT ADDRESS COMPLAINANT'S MOTION FOR LEAVE OR THE SUPPLEMENTAL MATERIAL

The Order's list of documents considered, pp. 1–2, does not include Complainant's Motion for Leave to File Supplemental Declaration, the supporting declaration and exhibits, Respondents' oppositions to that motion, or Complainant's Reply. The Order does not mention the Motion for Leave at all. It does not say whether the Board granted it, denied it, or considered it, or why. Complainant gave notice in his Opposition that he would seek supervisor declarations when department operations resumed after the summer, Opp. to CCEA Mot. p. 4, and he filed the Motion for Leave on that basis.

The supplemental material bears directly on the question the Order treats as unrefuted. As set forth in the Motion for Leave, Complainant offered the APE Staff Handbook (Ex. A) and the department assignment matrix (Ex. B) to show that centrally assigned and home-school assigned APE teachers perform the same duties, serve multiple school sites, and operate under the same caseload practices. Mot. for Leave pp. 4–5. He also stated that APE department leadership told CCSD Employee–Management Relations that no functional differences exist between the two groups, and that EMR then instructed leadership not to put that in writing. Id. p. 3. The Order finds that Respondents "evidenced" a shared understanding of Article 26-19, Conclusion 8, while acknowledging that no memorandum of understanding exists, id. p. 9. To the extent that finding rests on

the declarations Respondents filed with their Replies, Complainant's own supplemental declaration, offered in response, was not addressed. Complainant does not ask the Board to accept his statements as established. He asks the Board to confirm that it considered them before finding that he "fails to refute" Respondents' account of his duties and, if it did not, to reconsider that finding with the material in view.

IV. RELIEF REQUESTED

Complainant respectfully requests that the Board grant rehearing and reconsider the Order, and either (a) deny the Motions to Dismiss and set the matter for further proceedings, or (b) at a minimum, clarify the disposition of the Motion for Leave, modify the dismissal to be without prejudice, and allow Complainant to cure any omission the Board finds under NAC 288.235(1). Dismissal with prejudice is not warranted where the premise for it, that Complainant did not allege facts the record shows he did allege, has not been tested and he has had no opportunity to cure. If the Board does not grant the relief in (a), Complainant requests the relief in (b). If rehearing is granted, Complainant requests leave to file a brief on the issues identified above and that any further proceedings include an evidentiary hearing on the disputed factual questions raised here. See NAC 288.360(2).

DATED this 22nd day of October, 2026.

Respectfully submitted,

Michael Paul English
Complainant, Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of October, 2026, I served a true and correct copy of the foregoing **Petition for Rehearing and Reconsideration** via Electronic Service (per agreement) to the following parties of record:

Office of the General Counsel
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Board's Order Filed October 15, 2026

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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT

RELATIONS BOARD

MICHAEL PAUL ENGLISH, Complainant, vs. CLARK COUNTY SCHOOL DISTRICT and CLARK COUNTY EDUCATION ASSOCIATION, Respondents.	Case No.: 2026-012 **NOTICE OF ENTRY OF ORDER** **EN BANC**

TO: Complainant MICHAEL PAUL ENGLISH,

TO: Respondent CLARK COUNTY SCHOOL DISTRICT and its attorneys, Crystal J. Pugh, Esq., Betty J. Foley, Esq., and the Office of the General Counsel for the Clark County School District; and

TO: Respondent CLARK COUNTY EDUCATION ASSOCIATION and its attorneys, Dante Dabaghian, Esq.

PLEASE TAKE NOTICE that the **ORDER** was entered in the above-entitled matter on October 15, 2026.

A copy of said order is attached hereto.

DATED this 15th day of October 2026.

GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

By: Kelly Valadez
KELLY VALADEZ
Executive Assistant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Government Employee-Management Relations Board and that on the 15th day of October 2026, I served a copy of the foregoing **NOTICE OF ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

Michael Paul English
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Additionally, a copy of the foregoing was emailed to the following:

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Kelly Valadez

KELLY VALADEZ
Executive Assistant

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GOVERNMENT EMPLOYEE-MANAGEMENT

MICHAEL PAUL ENGLISH, Complainant, vs. CLARK COUNTY SCHOOL DISTRICT and CLARK COUNTY EDUCATION ASSOCIATION, Respondents.	Case No.: 2026-012 **ORDER** **EN BANC**

On September 22, 2026, this matter came before the State of Nevada, Government Employee-Management-Relations Board ("Board") for consideration and decision pursuant to the provisions of the Employee-Management Relations Act (NRS Chapter 288), NRS Chapter 233B, and NAC Chapter 288. At issue were (a) Clark County School District's Motion to Dismiss Complaint, filed on July 9, 2026, and (b) Clark County Education Association's Motion to Dismiss, filed on July 14, 2026. The Board considered the following filed documents when deciding on the motions:

- Complainant Michael Paul English's complaint, filed June 16, 2026 ("Complaint");
- Respondent Clark County School District's (CCSD) answer, filed July 8, 2026 ("CCSD Answer");
- CCSD's motion to dismiss, filed July 9, 2026 ("CCSD Motion");
- Respondent Clark County Education Association's (CCEA) answer, filed July 14, 2026 ("CCEA Answer");
- CCEA's motion to dismiss, filed July 14, 2026 ("CCEA Motion");
- Complainant's opposition to the CCSD Motion, filed July 17, 2026 ("Opposition to CCSD Motion");
- Complainant's opposition to the CCEA Motion, filed July 24, 2026 ("Opposition to CCEA Motion");
- CCSD's reply in support of the CCSD Motion, filed August 6, 2026 ("CCSD Reply"); and
- CCEA's reply in support of the CCEA Motion, filed August 7, 2026 ("CCEA Reply").

After review and consideration of the filed documents, the Board voted unanimously to grant both the CCSD Motion and CCEA Motion, and this order follows.

I.

DISCUSSION

Complainant Michael Paul English is a special education teacher employed by CCSD, with employment governed by an Agreement previously negotiated by CCSD and CCEA. In accordance with Article 26-19 of the Agreement, Complainant sought additional compensation, but CCSD denied this request. Pursuant to Article 26-19-2, additional compensation requires the requesting employee either be a classroom teacher or have a majority of his assigned duties teaching students in a classroom. According to CCSD, Complainant failed to qualify for additional compensation because he was an itinerant teacher (i.e., not dedicated to a Title I school, not a classroom teacher, and not having a majority of classroom duties). Complainant now argues CCSD has committed a prohibited labor practice by unilaterally changing the terms of the Agreement and unlawfully discriminating against Complainant by denying him the additional compensation.

After receiving the CCSD's denial determination, Complainant filed a grievance with CCEA. Ultimately, CCEA refused to escalate his grievance to arbitration, and consequently, Complainant now argues CCEA breached its duty of fair representation by failing to pursue arbitration when CCSD and CCEA had no memorandum of understanding regarding the provisions of Article 26-19.

In the Complaint, Complainant alleges he is an Adapted Physical Education (APE) teacher and is assigned to five Title I schools. However, Complainant fails to allege that he is a classroom teacher or that the majority of his assigned duties are teaching students in a classroom. *See* Complaint. Respondents CCSD and CCEA allege in their motions that Complainant is an itinerant teacher (i.e., not a classroom teacher and not tied to a Title I school) and that Complainant does not have the majority of his assigned duties teaching students in a classroom. *See, e.g.,* CCSD Motion, p. 3, ll. 21-28; CCEA Motion, p. 5, ll. 14-15. Accordingly, CCSD and CCEA argue that Complainant does not meet the eligibility requirement of working in a Title I school. Additionally, CCSD and CCEA argue that, because Complainant is not a classroom teacher and does not have the majority of his assigned duties teaching students in a classroom, he is not eligible for additional compensation under Article 26-19. *See* CCSD Motion, p. 6, ll. 7-9; CCEA

Motion, pp. 20-21. In response, Complainant alleges he works for multiple Title I schools, but Complainant does not refute the allegations that he is not a classroom teacher and does not have a majority of classroom teaching duties. *See* Opposition to CCSD Motion, pp. 3-4. Instead, Complainant argues he is entitled to additional compensation because, pursuant to Article 26-19-4, special education teachers are qualified for such "regardless of whether they teach in a self-contained or non-self contained classroom."

However, Article 26-19-4 merely permits additional compensation for different types of classrooms; it does not exempt special education teachers from Article 26-19-2's general classroom or classroom duties requirement. Pursuant to Article 26-19-2, for an otherwise qualified CCSD employee to receive additional compensation, that employee "must be a classroom teacher or spend a majority of their assigned duties teaching students in a classroom."

Importantly, Complainant neither alleges that he is a classroom teacher nor that he spends the majority of his assigned duties teaching students in a classroom. Additionally, Complainant fails to refute Respondents' allegations to the contrary. Even the official job description provided by Complainant does not mention the word "classroom." Opposition to CCSD Motion, Ex. D. Therefore, the Board ultimately finds no probable cause exists for the Complaint, as Complainant is not entitled to additional compensation under Article 26-19-2 if he is not a classroom teacher or spends a majority of his assigned duties teaching a classroom, and Complainant has failed to even allege such.

Accordingly, Complainant has failed to demonstrate probable cause for his claims against CCSD, as Complainant failed to demonstrate CCSD unilaterally changed the terms of the Agreement. First, Complainant cannot show any change where CCSD denied his additional compensation request in accordance with the terms of the Agreement. Second, even if Complainant were able to demonstrate a change, the change is not unilateral where CCSD and CCEA negotiated and agreed upon the change. Under Article 26-19-2, the Agreement requires Complainant either be a classroom teacher or spend the majority of his assigned duties teaching students in a classroom. That CCSD denied Complainant's request for additional compensation because Complainant did not meet the terms of Article 26-19-2 is in accordance with the terms of the Agreement (agreed upon by both CCSD and CCEA). Without Complainant's allegations or demonstration of the contrary, this is not a change to terms of the

Agreement, let alone a unilateral one.

Instead, the parties' allegations and evidence demonstrate that CCSD and CCEA properly bargained for the terms of Article 26-19, including the classroom/classroom duties requirement, prior to the execution of the Agreement. For example, both respondents point to Assembly Bill 398 as the basis of their understanding regarding the intent and meaning of Article 26-19. While the Agreement does not expressly reference AB 398 or expressly incorporate its provisions, the Nevada Supreme Court has recognized that an instrument need not incorporate all the terms agreed upon, if there is reasonable certainty as to the underlying contract. *Wiley v. Cook*, 94 Nev. 558, 563, 583 P.2d 1076, 1079 (1978). As Respondents allege a shared interpretation of Article 26-19, such that additional compensation shall not be awarded to itinerant employees like Complainant, reasonable certainty exists as to the contract underlying the Agreement.

Additionally, Complainant has failed to demonstrate probable cause for his claim against CCSD regarding disparate treatment. While NRS 288.270 provides it is a prohibited practice for a local government employer to willfully discriminate because of personal reasons, Complainant merely alleges in the Complaint the existence of discrimination but fails to allege facts demonstrating CCSD willfully discriminated or did so for personal reasons. Accordingly, Complainant has failed to make a prima facie showing sufficient to support the inference that protected conduct (e.g., personal reasons) was a motivating factor in CCSD's decision to deny Complainant additional compensation. *See Bisch v. Las Vegas Metro Police Dept.*, 129 Nev. 328, 340, 302 P.3d 1108 (2013).

Lastly, Complainant has failed to demonstrate probable cause for his claim that CCEA breached its duty of fair representation. While a union's decision not to advance a grievance to arbitration is subject to scrutiny under the duty of fair representation, that duty does not mandate that the union pursue arbitration in every instance – only that it not act arbitrarily, discriminatorily, or in bad faith in making that decision. *See Weiner v. Beatty*, 121 Nev. 243, 116 P.3d 829 (2005). To the extent Complainant claims CCEA breached its duty of fair representation when CCEA denied advancing Complainant's grievance to arbitration, this claim is without probable cause, as Complainant has failed to allege any facts that demonstrate CCEA acted arbitrarily, discriminatorily, or in bad faith. Instead, Complainant has merely alleged CCEA chose not to pursue arbitration and that CCEA and CCSD had no memorandum of

understanding (MOU) in place regarding Article 26-19. However, the nonexistence of a shared MOU does not demonstrate arbitrary, discriminatory, or bad-faith action where the MOU is not otherwise required by law or governing agreement and where CCEA and CCSD have alleged and evidenced a shared understanding of the intent and meaning of Article 26-19, based in part on documented legislation (i.e., AB 396).

II.

FINDINGS OF FACT

1. CCSD is a local government employer within the meaning of NRS 288.060.

2. CCEA is the recognized exclusive bargaining representative for teachers within CCSD, in accordance with NRS 288.160 and NRS 288.133.

3. Complainant Michael Paul English is a licensed special education teacher employed by CCSD. Complainant holds an itinerant position as an Adapted Physical Education (APE) teacher and is assigned to five Title I schools. Complainant is not a classroom teacher, and the majority of his assigned duties is not teaching students in a classroom. Complainant failed to allege otherwise in the Complaint or in opposition to Respondents' motions to dismiss. Additionally, the official job description provided by Complainant fails to mention the word "classroom" to indicate any classroom-specific duties.

4. The parties are subject to a collective bargaining agreement previously negotiated by CCSD and CCEA, the Negotiated Agreement Between Clark County School District and the Clark County Education Association, 2025-2027 ("Agreement"). *See* CCSD Motion, Ex. A. This Agreement was executed on March 26, 2026, after Nevada Assembly Bill 396 was passed by the Nevada Legislature on May 23, 2025, and signed into law by the Governor on June 6, 2025. Respondents CCSD and CCEA allege their shared understanding of the intent and meaning of Article 26-19 was made and based on AB 396.

5. Article 26-19 of the Agreement provides as follows:

> 26-19 Differential Pay for Hard-to-Fill Vacancy Teaching Positions.
>
> 26-19-1 For the 2025-2026 School Year, as determined by the vacancy rates existing as of March 31, 2025, (and March 31, 2026, for the 2026-2027 School Year), licensed employees in Title I schools that have the following vacancy rates shall be eligible for additional compensation, contingent upon funding from AB 398, in the amount of $5,000 in addition to their

base pay:

a. For elementary schools, a vacancy rate of ten (10%) or higher.
b. For middle schools, a vacancy rate of twelve (12%) or higher.
c. For high schools, a vacancy rate of fifteen (15%) or higher.

26-19-2 To receive this additional compensation, a licensed employee who works at a Title I school that meets the vacancy threshold pursuant to Article 26-19-1 must be a classroom teacher or spend a majority of their assigned duties teaching students in a classroom.

26-19-3 If a given school has used a substitute to temporarily fill an FTE licensed employee position, that position shall be designated as vacant and will count towards the vacancy percentage calculation of that school.

26-19-4 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non-self contained classroom.

26-19-5 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom.

26-19-6 For the 2025-2026 School Year, if a teacher, who spends the majority of their assigned duties teaching students in a classroom, teaches at a Title I school that does not meet the above vacancy threshold, they will still be eligible for the additional compensation of $5,000 if they teach in the following hard to fill subjects, and if such subjects are suffering from a critical labor shortage:

a. English Language Arts
b. Mathematics
c. Science
d. Special Education

The parties shall determine which of the above subjects, if any, qualify as critical labor shortage positions.

26-19-7 For the 2026-2027 School Year, Articles 26-19-1 through 26-19-6 shall apply.

CCSD Mot., Ex. A, pp. 40-41.

6. On April 15, 2026, Complainant emailed CCSD, requesting a formal determination regarding his eligibility for the AB 398 retention bonus. CCSD Motion, Ex. C.

7. On April 15, 2026, Stacy Smith, CCSD Human Resources, emailed Complainant a determination, denying his request for additional compensation under AB 398. CCSD's included rationale for the denial was that Complainant's "current assignment is not tied to a specific qualifying Title I school site." CCSD Motion, Ex. C. Complainant expressed disagreement with the determination,

and Ms. Smith subsequently recommended Complainant file a grievance with his union representative for formal review of the matter. *Id.*

8. On June 3, 2026, RoAnn Triana, CCSD Human Resources, emailed Complainant further explanation for the denial, stating in relevant part: "One of the primary purposes of the funds distributed under AB 396 is to attract and retain teachers in hard-to-fill positions, particularly at schools with high vacancy rates. Itinerant teachers do not fill hard-to-fill positions at schools." CCSD Motion, Ex. C.

9. Subsequent to receiving the adverse decision from CCSD, Complainant filed a grievance with CCEA. On May 21, 2026, CCEA conducted a hearing regarding this grievance. Ultimately, CCEA decided not to escalate the grievance to arbitration.

10. On June 16, 2026, Complainant filed his Complaint with the Board, claiming CCSD committed prohibited labor practices by unilaterally changing the terms of the Agreement and unlawfully discriminating against Complainant, in violation of NRS 288.270, when CCSD denied Complainant's request for additional compensation under Article 26-19. Additionally, Complainant claims CCEA violated its duty of fair representation when it failed to pursue arbitration regarding his grievance.

11. Any finding of fact better construed as a conclusion of law shall be so deemed.

III.

CONCLUSIONS OF LAW

1. Pursuant to NRS 288.110(2) and NRS 288.280, the Board has exclusive jurisdiction over violations of NRS Chapter 288. The Board's jurisdiction is limited and does not extend to matters beyond the purview of NRS Chapter 288. *See Annette Shaw v. Nye County Employees Ass'n*, Case No. 2019-018, Item No. 860 (2019) (finding certain allegations outside the purview of NRS Chapter 288 and therefore outside of the Board's jurisdiction).

2. Pursuant to NAC 288.375(1), the Board may dismiss a matter "[i]f the Board determines that no probable cause exists for the complaint." Additionally, the Board may dismiss a spurious or frivolous complaint. NAC 288.375(5). A complaint must include "[a] clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS, including the time and place of the occurrence of the particular acts and the names of persons involved." NAC 288.200(1)(c). If a complaint lacks sufficient factual allegations to raise a justiciable

controversy, it necessarily lacks probable cause and is subject to dismissal. *See Thomas D. Richards v. Police Managers and Supervisors Association*, Case No. A1-046094, Item No. 788 (2013).

3. NRS 288.150 requires every local government employer negotiate in good faith for subjects of mandatory bargaining, including salary, wages, or other forms of direct monetary compensation. "Unilateral changes by an employer during the course of a collective bargaining relationship concerning matters which are mandatory subjects of bargaining are regarded as 'per se' refusals to bargain." *Las Vegas Police Protective Ass'n v. City of Las Vegas*, Item No. 248 (1990).

4. NRS 288.270(1)(e) provides: "It is a prohibited practice for a local government employer or its designated representative willfully to: . . . Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150."

5. Probable cause does not exist for Complainant's claim that CCSD violated NRS 288.270(1)(e), as the Agreement was properly negotiated between CCSD and CCEA, and Complainant makes no factual allegations to the contrary. To the extent Complainant alleges CCSD made an unlawful unilateral change to the Agreement by failing to collectively bargain pursuant to NRS 288.150, this claim is also without probable cause, as no factual allegations amount to a unilateral change to any of the Agreement's terms encompassing subjects of mandatory bargaining. While salary or wage rates or other forms of direct monetary compensation are subjects of mandatory bargaining under NRS 288.150(2), CCSD did not make any changes to the Agreement regarding these subjects. Instead, the Board finds CCSD acted in accordance with the terms of the Agreement when CCSD denied Complainant's request for additional compensation under Article 26-19.

6. Additionally, no probable cause exists for Complainant's claim that CCSD unlawfully discriminated against Complainant for personal reasons when it denied him additional compensation under Article 26-19. NRS 288.270 provides it is a prohibited practice for a local government employer to willfully discriminate because of personal reasons. However, Complainant merely alleges in the Complaint the existence of discrimination but fails to allege facts demonstrating CCSD willfully discriminated or did so for personal reasons. Accordingly, Complainant has failed to make a prima facie showing sufficient to support the inference that protected conduct (e.g., personal reasons) was a motivating factor in CCSD's decision to deny Complainant additional compensation. *See Bisch v. Las*

Vegas Metro Police Dept., 129 Nev. 328, 340, 302 P.3d 1108 (2013).

7. Additionally, no probable cause exists for Complainant's claim that CCEA breached its duty of fair representation. "When a collective bargaining agreement is in place, the union and its bargaining representatives owe a duty of fair representation to its members." *Weiner v. Beatty*, 121 Nev. 243, 249, 116 P.3d 829, 832 (2005). "The duty of fair representation requires that when the union represents or negotiates on behalf of a union member, it must conduct itself in a manner that is not arbitrary, discriminatory, or in bad faith." *Id.* at 249, 116 P.3d at 833 (internal quotation marks omitted). CCEA properly negotiated the subject Agreement prior to its execution. To the extent Complainant claims the parties' use or reference of Assembly Bill 396 or its terms demonstrates CCEA breached its duty of fair representation, this argument is unavailing and has already been addressed by this Order. *See supra*, Section I, Discussion.

8. To the extent Complainant claims CCEA breached its duty of fair representation when CCEA denied advancing Complainant's grievance to arbitration, this claim is also without probable cause. While a union's decision not to advance a grievance to arbitration is subject to scrutiny under the duty of fair representation, that duty does not mandate that the union pursue arbitration in every instance – only that it not act arbitrarily, discriminatorily, or in bad faith in making that decision. *See Weiner v. Beatty*, 121 Nev. 243, 116 P.3d 829 (2005). Complainant has failed to allege any facts that demonstrate CCEA acted arbitrarily, discriminatorily, or in bad faith. Instead, Complainant has merely alleged CCEA chose not to pursue arbitration and that CCEA and CCSD had no memorandum of understanding (MOU) in place regarding Article 26-19. The nonexistence of a shared MOU does not demonstrate arbitrary, discriminatory, or bad-faith action where the MOU is not otherwise required by law or governing agreement and where CCEA and CCSD have instead alleged and evidenced a shared understanding of the intent and meaning of Article 26-19, based in part on documented legislation (i.e., AB 396). Where CCEA relied on its reasonable interpretation of Article 26-19 to find that Complainant was not entitled to additional compensation, it was reasonable for CCEA to decline pursuit of arbitration regarding Complainant's grievance. Further, the CCEA's mere refusal to seek arbitration cannot alone substantiate a claim for breach of duty of fair representation, where Complainant fails to allege facts supporting such action was made arbitrarily, discriminatorily, or in bad faith.

9. Accordingly, no probable cause exists for the Complaint, as it lacks sufficient factual allegations to raise a justiciable controversy; the Complaint must be dismissed. NAC 288.200(1)(c); *see Thomas D. Richards v. Police Managers and Supervisors Association*, Case No. A1-046094, Item No. 788 (2013).

10. Any conclusion of law better construed as a finding of fact shall be so deemed.

III.

ORDER

For the reasons stated above, IT IS HEREBY ORDERED the CCSD Motion and CCEA Motion are GRANTED. Accordingly, the Complaint is DISMISSED with prejudice.

IT IS SO ORDERED.

Dated: October 15, 2026.

GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

By: _____
BRENT C. ECKERSLEY, ESQ., Chair

By: _____
MICHAEL A. URBAN, ESQ., Vice-Chair

By: _____
MICHAEL J. SMITH, Board Member

By: _____
BRUCE K. SNYDER, ESQ., Board Member

By: _____
JERRY KEATING, Board Member