

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

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL PAUL ENGLISH,

Complainant,

v.

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

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

The CLARK COUNTY SCHOOL DISTRICT (“the District” or “CCSD”), by and through its undersigned counsel, moves to dismiss Michael Paul English’s (“Complainant’s”) Complaint as not raising a justiciable controversy or probable cause for consideration. The Complaint seeks to argue that the District committed a unilateral change to the terms and conditions negotiated with the Clark County Education Association (“CCEA”) in the 2025-2027 Negotiated Agreement. However, the District is applying terms and conditions as negotiated between the District and CCEA. Although Complainant desires that the terms apply to him in the manner he desires, he cannot maintain a prohibited labor practice claim when one does not exist.

I. INTRODUCTION

There is no justiciable issue or probable cause for the Board’s consideration in the instant Complaint as against the Clark County School District. Complainant has needlessly charged the District with a unilateral change claim, knowing that the District has not committed any change

1 without bargaining. Rather, what Complainant seeks to attack through his Complaint are the terms
2 and intent regarding additional compensation that the District negotiated with CCEA through the
3 collective bargaining process.

4 CCEA is the exclusive bargaining representative for teachers within the District and
5 negotiated certain salary placement terms for the current negotiated agreement (the “2025-2027
6 Negotiated Agreement”) with the District. The terms include Article 26-19, which provides
7 additional compensation, contingent upon funding through Assembly Bill 398, in the amount of
8 \$5,000 to licensed employees assigned to Title I schools with specific vacancy rates, if the
9 employee is a school classroom teacher. *See Relevant Pages of 2025-2027 Negotiated Agreement,*
10 *attached hereto as Exhibit A.*

11 Complainant seeks to collaterally attack the negotiated terms via a claim that the District
12 committed a prohibited practice by refusing to bargain collectively in good faith with the
13 recognized employee organization, claiming it did not implement and administer the negotiated
14 agreement consistently with its terms and disparately treated him. However, the District has
15 explained to Complainant that the District and CCEA must and have agreed on the terms set forth
16 in Article 26-19, and that his position is not a “hard-to-fill” position at a school; therefore, he did
17 not meet the criteria to be eligible for additional compensation. As such, there has been no
18 unilateral change to the terms of the Agreement by the District. Overall, Complainant has failed to
19 raise a justiciable controversy that may be reviewed by the EMRB; thus, his Complaint must be
20 dismissed.

21 **II. STATEMENT OF FACTS**

22 **A. The 2025-2027 Negotiated Agreement Between CCEA and the District.**

23 The District is a local government employer within the meaning of NRS 288.060, and
24 CCEA is the recognized, exclusive bargaining representative for teachers within the District in
25 accordance with NRS 288.160 and NRS 288.133. The parties entered into a 2025-2027
26 Negotiated Agreement, the terms of which applied to Complainant’s recent request for salary
27 review and adjustment. *See Relevant Pages of 2025-2027 Negotiated Agreement, attached hereto*
28

1 as **Exhibit A**; *see also*, *Reno Police Protective Assoc. v. City of Reno*, Item No. 175, EMRB Case
2 No. A1-045390 (1985).

3 The Nevada Legislature passed Assembly Bill 398 in 2025 for the purpose of providing
4 school districts with funds “to provide compensation in addition to base pay for hard-to-fill
5 positions in public schools.” *See* Assembly Bill 398, attached hereto as **Exhibit B**. In the 2025-
6 2027 Negotiated Agreement, CCEA and the District reached an agreement regarding the amount
7 of the additional compensation licensed employees would receive in accordance with the bill.
8 Article 26-19 provided, in relevant part, “for the 2025-2026 School Year, as determined by the
9 vacancy rates existing as of March 31, 2025...licensed employees in Title I schools that have the
10 following vacancy rates shall be eligible for additional compensation, contingent upon the
11 funding from AB 398, in the amount of \$5,000 in addition to their base pay.” **Exhibit A**.
12 Additionally, Article 26-19 states, “To receive this additional compensation, a licensed employee
13 who works at a Title I school that meets the vacancy threshold pursuant to Article 26-19 must be
14 a classroom teacher or spend a majority of their assigned duties teaching students in a classroom.”
15 **Exhibit A**. Further, “Special education teachers who teach in schools that meet the requirements
16 above are eligible for the additional compensation regardless of whether they teach in a self-
17 contained or non-self-contained classroom.” **Exhibit A**. When the parties negotiated Article 26-
18 19, CCSD and CCEA identified which licensed employees qualified for the additional
19 compensation, which did not include teachers like Complainant who are not school-based. *See*
20 Emails between the Human Resources Office and Michael English, attached hereto as **Exhibit C**.

21 As alleged in the Complaint, Complainant holds an itinerant position that is based
22 centrally, not at a school. *See* Complaint at p. 3-4. Itinerant teacher positions, like Complainants,
23 are located in the central office, and the licensed employees who hold them are not assigned to
24 any one specific school. **Exhibit C**, p. 3. Complainant’s position is not assigned to a specific
25 qualifying Title I school, and as such, does not count toward the vacancy rates or as a “hard-to-
26 fill” position at Title I schools. *See* **Exhibit C**. Complainant’s request for additional compensation
27 was denied because he did not meet all the agreed-upon or intended criteria as negotiated between
28 the District and CCEA.

1 **III. LEGAL AUTHORITY**

2 NAC 288.200 identifies that a complaint must include:

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

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

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

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

13 ...

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

17 NRS 288.110(2) allows the Board to hear and determine any complaint arising out of the
18 interpretation of, or performance under, the provisions of that chapter. The EMRB has held that
19 the jurisdiction of the state board is limited to those areas delineated in its enabling statutes, and
20 that it is without jurisdiction to construe the provisions of a collective bargaining agreement. *See*
21 *County of Washoe v. Washoe County Sheriff's deputies Assoc.*, Case No. A1-045300, Item No. 57
22 (citing to *Reno Police Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16);
23 *Clark County Teachers Assoc. v. Board of Trustees of the Clark County School District*, Case No.
24 A1-045351, Item No. 130 ("it is outside the Board's jurisdiction to resolve grievances arising
25 under the parties' collective bargaining agreements."). In this case, the Complaint should be
26 dismissed as against the District because there is no justiciable controversy. Complainant avers
27 that the District did not consistently apply the terms of the agreement, even though the terms that
28 were applied were bargained-for and negotiated with his recognized bargaining agent.
29 Complainant was apprised of that information by the District and his bargaining agent, which

1 further renders his complaint that the District unilaterally changed any terms spurious and
2 frivolous.

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

4 The EMRB has jurisdiction over unfair labor practices, and an unfair labor practice
5 includes the prohibited practice of willfully refusing to bargain collectively in good faith with the
6 exclusive representative. NRS 288.270(1)(e). Prohibited practices under NRS 288.270(1)
7 include the following:

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

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

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

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

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

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

26 ...

27 Complainant alleges that the District committed an unfair labor practice by unilaterally
28 changing the terms of Article 26-19 of the agreement, namely by denying his request for
additional compensation because he did not meet all the criteria outlined in Article 26-19. Under
the unilateral change theory, an employer commits a prohibited labor practice when it changes the
terms and conditions of employment that fall under the subjects of mandatory bargaining listed in
NRS 288.150 without first bargaining in good faith with the recognized bargaining agent. See
City of Reno v. Reno Police Protective Ass'n., 118 Nev. 889, 59 P.3d 1212 (2002). This Board
generally looks to what the established terms of employment were before the alleged change, then
looks to what the terms of employment were after the alleged change, and then comparing the two

1 to determine if a change by the employer has in fact taken place. *Service Empl. Int'l Union, Local*
2 *1107 v. Clark County*, Item No. 713A, EMRB Case No. A1-04596 (2010).

3 Here, Complainant's claim against the District fails because the District and CCEA
4 reached an agreement regarding the funds that were provided through Assembly Bill 398 to
5 attempt to ameliorate high vacancy rates at Title I schools in hard-to-fill positions. A mandatory
6 subject of bargaining includes "salary or wage rates or other forms of direct monetary
7 compensation." NRS 288.150(2)(a). As provided in the 2025-2027 Negotiated Agreements, the
8 parameters for the additional compensation the District received pursuant to Assembly Bill 398
9 were negotiated with CCEA and teachers, such as Complainant, who are not school-based, were
10 not included nor intended to be included. **Exhibit A**, Article 26-19. Although Complainant
11 believes he was eligible for the additional compensation because he is a special education
12 physical education teacher who provides services at some Title I schools, his position is not a
13 "hard-to-fill" position that was included or intended to be included by the parties in the criteria,
14 and as such, he was not eligible for additional compensation. *See Exhibit C*. The District, cannot
15 unilaterally veer from those terms or understanding. The District's denial of his request for
16 additional compensation was not a unilateral change, but rather, a product of negotiation.

17 Additionally, Complainant's claims that representatives of the District promised that the
18 "stipend dispute" would end in his favor, and that the District disparately treated him in denying
19 his request for additional compensation, are not within the jurisdiction of the EMRB. Essentially,
20 Complainant claims that the District violated the terms of the Agreement by not considering him
21 eligible for the additional compensation under Article 26-19, which would be a violation of
22 contract claim, subject to the grievance and arbitration procedure under said contract.
23 Complainant does not allege discrimination based on a protected class, based on his membership
24 in a bargaining unit, or any other prohibited practice enumerated in NRS 288.270. Therefore,
25 Complainant's allegations regarding the outcome of the "stipend dispute" or "disparate treatment"
26 by the District are simply contract violation claims that are not within the EMRB's jurisdiction.
27 *See County of Washoe v. Washoe County Sheriff's deputies Assoc.*, Case No. A1-045300, Item
28 No. 57 (citing to *Reno Police Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No.

16); *Clark County Teachers Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351, Item No. 130.

It is axiomatic that bargaining unit members cannot gain a benefit through an EMRB complaint that was not bargained for in negotiation. In this case, the District and the exclusive bargaining agent for Complainant—CCEA—were required to negotiate terms of compensation, and ultimately, Complainant did not meet the criteria outlined in Article 26-19 to be eligible for the additional compensation based on the mutual understanding of the parameters reached during negotiations. A unilateral change claim cannot be maintained if there is no change in the terms that were negotiated. Complainant's pursuit of claims against the District not only fails to support a justiciable controversy and probable cause, but represents a spurious and frivolous Complaint that should be dismissed.

V. CONCLUSION

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

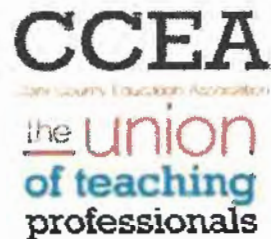
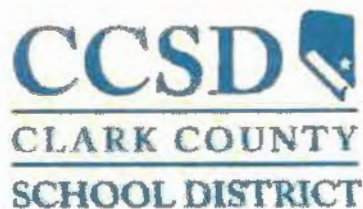
DATED this 9th day of July, 2026.

CLARK COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

By: /s/ Crystal J. Pugh
CRYSTAL J. PUGH, ESQ.
Nevada Bar No. 12396
BETTY J. FOLEY, ESQ.
Nevada Bar No. 14517
5100 West Sahara Avenue
Las Vegas, Nevada 89146
*Attorney for Respondent,
Clark County School District*

EXHIBIT A

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



2025-2027

TABLE OF CONTENTS

Article 1 - Definitions.....	5
Article 2 - Recognition	6
Article 3 - Impasse Proceedings.....	6
Article 4 - Grievance and Arbitration Procedures	6
Article 5 - Association President.....	10
Article 6 - Mileage Payments.....	12
Article 7 - Use of Facilities	12
Article 8 - Dues Deduction.....	13
Article 9 - Request for Information.....	13
Article 10 - Teacher Advisory Council	13
Article 11 - Teacher Facilities	15
Article 12 - Teacher Protection from Assaults and/or Battery	17
Article 13 - Qualifications for Teachers.....	19
Article 14 - Teacher Personnel Files	19
Article 15 - Medical Services	20
Article 16 - Extended Leaves of Absence	20
Article 17 - Temporary Leaves of Absence	22
Article 18 - Sick Leave	23
Article 19 - Bereavement Leave	28
Article 20 - Personal Leave	28
Article 21 - Work Year	29
Article 22 - Hours of Work	30
Article 23 - No Strikes/Work Stoppages	31
Article 24 - General Savings Clause.....	31
Article 25 - Teachers' Contract of Employment.....	32
Article 26 - Professional Compensation	32
Article 27 - Longevity Pay	47

Article 28 - Teacher Health Trust.....	47
Article 29 - Public Employees Retirement System	51
Article 30 - Reduction in Force	52
Article 31 - Preparation Periods.....	54
Article 32 - Safety	56
Article 33 - Equitable Treatment	56
Article 34 - Instructional Discretion.....	56
Article 35 - Transfer	57
Article 36 - Disciplinary Procedures.....	62
Article 37 - Extra Pay for Extra Duty Schedule.....	63
Article 38 - Waiver of Contract Provisions	69
Article 39 – Empowerment Schools.....	70
Article 40 – Term of Agreement.....	71
Article 41 – SB 231 Funds for Hard-to-Fill and SPED Positions	71
Article 42 - Teacher Pipeline.....	72
Article 43 – Post-Ratification Modification Process	72

PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada, and the Clark County Education Association, effective August 14, 2025.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of 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 teaching staff, and

WHEREAS, the Board of School Trustees is the duly elected governing body of the District, with the 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 teaching 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 and with respect to wages, hours, and conditions of employment, and

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

NOW THEREFORE IT IS AGREED:

**ARTICLE 1
DEFINITIONS**

- 1-1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature.
- 1-2 The term "Teachers," as used in this Agreement, shall refer to all licensed staff members eligible for membership in the Clark County Education Association.
- 1-3 The term "School Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-4 The term "Association," as used in this Agreement, shall mean the Clark County Education Association and is the entity known as the Employee Organization in NRS 288.040.
- 1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.
- 1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or his/her designated representative.
- 1-7 The terms "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustees" and "Association," as such, each reserves the right to act hereunder by committee or designated representative.
- 1-8 The term "School Year" shall be as defined in NRS 388.080 which states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day in the fall until the beginning of the next contracted school year.
- 1-9 The term "Board" means the Local Government Employee-Management Relations Board (EMRB), as provided in NRS 288.030.
- 1-10 The term "Agreement" refers to the name of this document, being the Professional Negotiation Agreement between the Clark County School District and the Clark County Education Association.
- 1-11 The term "Immediate Family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the employee. The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above or any person living in the immediate household of the employee and also grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster parent, aunt, and uncle.
- 1-12 The term "Personnel Officer," as used in this Agreement, refers to the Superintendent's designee.
- 1-13 The term "Day" shall be defined as any day in which a covered employee is required to be and is present on the job.
- 1-14 The term "Trust," as used in this Agreement, shall mean the Teachers Health Trust as established by the Clark County Education Association.

- 1-15 The term "Adjusted Hire Date", as used in this Agreement, shall mean the original hire date less any breaks in service as a result of resignation or leave of absence.

ARTICLE 2 RECOGNITION

- 2-1 Excluding the Superintendent and employees paid on the Unified Administrative Salary Schedule, the School Trustees recognize the Association as the exclusive representative of all licensed personnel employed or to be employed by the School District.
- 2-2 It is acknowledged and understood by the parties hereto that recognition was and is granted in accordance with NRS 288. Recognition is granted only so long as the Association complies with the provisions of NRS 288, and it may only be withdrawn during the term of this Agreement in accordance with NRS 288.
- 2-3 All rights and privileges granted to the Association under the provisions of this Agreement shall be for the exclusive use of the Association, subject to the exception of NRS 288.140.

ARTICLE 3 IMPASSE PROCEEDINGS

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

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an employee of the School District covered by this Agreement, or by the Association. The Association may also file a grievance on behalf of a class of employees of the School District covered by this Agreement. A grievance shall not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of Nevada. No precedent shall be set between the District and the Association as a result of a grievance filed by an individual unless the Association submits the matter to Step Three, Arbitration.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure, including the time limits relating to these procedures, which may culminate in arbitration.
- 4-3 **STEP ONE: INFORMAL DISCUSSION/MEDIATION**
- (a) Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance, although such discussions are not part of the formal grievance procedure. In addition, utilization of the Step One discussion/mediation shall not be used against the employee. Further, the employee does so without waiving the due process rights stipulated under the CBA.
 - (b) If a teacher requests an informal discussion or mediation with the principal of the school, or the department director if the assignment is not school-based, concerning

**ARTICLE 25
TEACHERS' CONTRACT OF EMPLOYMENT**

- 25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

**ARTICLE 26
PROFESSIONAL COMPENSATION**

- 26-1 The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.

- a. Professional Salary Table (PST): The salary table shall be effective on July 1, 2025 (Table 1).
- b. Contact units earned for participation in designated coursework or professional development, in accordance with the September 1, 2023, PGS Reference Guide (see addendum).
- c. Professional Salary Table Column: On the PST, the columns across which those who earn contact units advance.
- d. Professional Salary Table Step: On the PST, the steps by which those who earn service credit advance.
- e. PGS Advisory Panel (made up of representatives from CCSD and CCEA): The panel which will hear disputes related to the interpretation and implementation of the PGS advancement process.
- f. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

- 26-2 Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the term NEPF shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

- 26-2-1 With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years consecutive, or combined, if the employee has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e., move across and one step down. No licensed employee will be eligible for more than one step movement per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.
- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.

- e. Accumulated units may only be utilized to move across one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2

For the term of this agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

- a. The licensed employee remains working in a Title 1, Tier 1, or Title 1, Tier 2 school for the two years while completing 225 contact units and;
- b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, Tier 2, as of January of the prior school year, as determined by the Nevada Department of Education, and;
- c. If the licensed employee transfers to a school that is not a Title 1, Tier 1, or Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.
- d. If the employee elects to move from a Title 1, Tier 1, and Title 1, Tier 2 school to one that is not in that category, then the contact units accumulated during the two-year time period shall apply to a three-year track column movement.

26-2-3

Master Practitioner and Leader Pathway and Employees Who Transfer to New Positions

- a. Eligibility: Educators applying for participation in the Master Practitioner and Leader Pathway (MPLP) are required to have earned a Master's Degree, National Board Certification, or have completed five years of teaching experience. Additionally, all applicants must be post-probationary and can demonstrate two years of effective or highly effective evaluations.
- b. Selection: Educator participation is determined through a jointly created selection process.
- c. Size of Pool: Two cohorts will be offered annually with no more than twenty-five educators in each cohort participating for a total of 50 potential participating educators.
- d. Population: The eligibility and selection of the MPLP candidates will be contingent upon current and maintained placement in chronically underperforming schools as annually defined by the Parties, unless no position is available within the candidate's licensure.
- e. Required to Attain: Once selected, each candidate will be required to complete a four-year program. Failure to complete may result in candidates being dropped from the program. During each year, candidates will be expected to complete coursework, portfolios, and micro-credentials in the areas of high-leverage instructional practices, intentional coaching, student and staff culture, family and community partnerships, and transforming

school-wide practices, as assigned. Candidates understand that expectations and assignments may change over the course of the program.

- f. Upon completion, the licensed employee shall be awarded the status of Master Practitioner and shall advance one column movement plus two steps, unless the salary schedule is modified and agreed upon by the parties.
- g. Activities completed for the MPLP may not be utilized for the accrual of contact units for a column advancement under Article 26-2-1 or Article 26-2-2 unless the candidate fails to complete the MPLP. Candidates who fail to complete the MPLP may utilize activities completed for the MPLP for the accrual of contact units after their participation in the program ends.
- h. Nothing in this agreement will prevent or delay an educator from utilizing contact units accrued from activities outside of the MPLP to receive a column advancement pursuant to the terms of Article 26-2-1 or 26-2-2 of this Agreement
- i. Licensed employees who transfer to the following positions that require a master's degree or doctorate shall be provided with a new placement on the PST in accordance with Article 26-8:

Audiologist
Counselor
School Mental Health Professional
School Psychologist
Social Worker
Speech Language Pathologist

The School District, in its sole discretion, may decide to adjust the salary of current licensed employees who previously transferred to one of these positions. The School District shall determine the effective date of any such adjustment with no retroactive application.

26-2-4 Any dispute arising from a supervisor's denial of coursework and/or contact units toward column movement shall be handled in the following manner.

- a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.
- b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to the PGS Advisory Panel. The appeal form shall include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.
- c. If the dispute is not resolved at that level, the appeal form shall be addressed through the grievance and arbitration process
- d. If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-2-4), the licensed employee may do so provided that:

26-2-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed under the grievance and arbitration provisions of this Agreement.

26-2-4-2 The employee waives his/her option to utilize the PGS Advisory Panel Process described herein in Article 26-2-4.

26-2-5 A licensed employee shall advance one (1) step on the professional salary table for each additional year during the term of this Agreement. Even if licensed employees move across to the next column in accordance with the provisions of Article 26-2-1, they are only eligible to move one step for each school year. However, a licensed employee hired after January 31, who has no previous teaching experience recognized by the School District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing school year.

26-2-6 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be critical needs positions. In an effort to encourage licensed employees to accept and then to remain in those positions, the parties may negotiate new terms related to this issue under Article 26-5 of this Agreement.

26-2-7 The parties agree that the District will pay a column advancement for every employee who has completed their PGS requirements of meeting the 225 CUs per Article 26 of the CBA for each year of the contract (2025-2026 and 2026-2027). The effective date of the column advancement shall be the first pay period of each school year for that employee pursuant to their contract. The parties recognize that during the term of this agreement only, funding for column advancements comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.

26-3 Professional Growth System

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed professional practice. The PST shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in Article 26-3-3 herein shall encourage Professional Growth Plan (PGP) proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

CUs may be earned only as provided in the PGS Reference Guide, which the parties agree to update and revise as soon as possible. The update and revisions may include additional requirements for earning CUs, including but not limited to a pre-approved professional growth plan and more stringent requirements to ensure knowledge acquisition and improvement in performance.

26-3-2 The purpose of the PGS is as follows:

- a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;

- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
- c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:

- a. Develop an Action Plan.
- b. Design the PGP.
- c. Propose and receive authorization for the PGP.
- d. Maintain evidence of the PGP.
- e. Undergo a yearly review of the PGP.
- f. Document accomplishments pertaining to the PGP.

26-4 Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the professional salary schedule. Employees in at-risk schools, as identified in Article 26-2-2, who are eligible for the two-year column movement track, shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by Article 26-2-2. Accordingly, the parties agree to monitor progress on achieving that outcome, and if needed, shall consider modifying this Agreement to ensure that placing and retaining qualified classroom teachers in at-risk schools is being accomplished.

26-5 If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan.

26-6 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience, shall be on Column 1, Step A.

26-7 If a licensed employee has previously worked for School District within the past three school years, the employee will be placed on the PST step closest to, but not less than, the employee's previous licensed base salary with School District.

26-8 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years shall be placed on the PST as follows.

26-8-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST.

26-8-2 Placement of an experienced licensed employee new to the District who has not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017, for determination of placement processes in future years.

26-8-3 When determining such placement, the following provisions shall be in effect:

26-8-3-1 In addition to complying with Nevada Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit the licensed employee with

professional growth credit for placement on the PST for any course(s) taken that is related to:

- (a) The licensed employee's PK-20 related major or minor field of preparation, and for this section PK-20 is defined as a degree in the education of students at any of the following levels:

PK-14: Pre-School to Two-Year Degree
PK-16: Pre-School to Four-Year Degree
PK-18: Pre-School to Master's degree
PK-20: Pre-School to Graduate Degree

- (b) The teacher's most recent licensed assignment, or
- (c) The licensed employee's present endorsement(s), excluding a substitute endorsement, or PK-20 related degree(s), or
- (d) Additional endorsement(s), excluding a substitute endorsement, being pursued by the licensed employee, or
- (e) Additional PK-20 related degree(s) being pursued by the licensed employee.
- (f) Professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.

26-8-3-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year, he/she worked, or the class or classes the employee was notified would be taught in the subsequent school year.

26-8-3-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects, such as, but not limited to, English, reading, math, and science at the elementary level.

26-8-3-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.

26-8-3-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.

26-8-3-6 With the exception of Article 26-8-3-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous

nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.

- 26-8-3-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.
- 26-8-3-8 Non-educational, "professional" degrees such as doctors of chiropractice, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA, and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.
- 26-8-3-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency, as determined by that state's licensing regulations, shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.
- 26-9 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.
- 26-10 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.
- 26-11 Newly hired licensed school nurses shall be placed on the PST in accordance with Section 26-7 or 26-8, whichever is applicable. Newly-hired licensed school nurses shall be eligible for compensation on the Differentiated Salary Schedule after one (1) year of employment.

Licensed employees who teach a CTE Business and Industry Certified Nursing Assistant course shall be placed on PST in the same manner as licensed school nurses. Any licensed employee who currently teaches a CTE Business and Industry Certified Nursing Assistant Course shall have his/her salary adjusted accordingly.
- 26-12 Newly hired employees who possess an earned specialist degree will be placed on the PST in accordance with Article 26-8 and the following provisions:
 - 26-12-1 Any school psychologist who completes (a) a specialist degree or (b) an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement on the PST in accordance with Section 26-6 or 26-8, whichever is applicable.

26-13 School District support professionals who are hired as licensed employees within one (1) year of resignation or retirement from service as a School District support professional shall be placed in the greater of:

(1) If the former support professional earned a Master's Degree or Doctorate in order to attain Nevada teacher licensure, the employee shall be placed on the PST column commensurate with his/her degree, and the School District shall recognize up to a maximum of three (3) years' experience as a School District support professional for salary placement; or

(2) On the PST step closest to, but not less than, the employee's support professional previous base salary, annualized to full-time if less than 12-month employees.

26-14 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the PST in accordance with Article 26-8.

26-15 Those licensed employees who, while serving in the U.S. Armed Forces, went to formal instructor training and taught full-time in a military training program shall be placed in accordance with the provisions of Article 26-7 or Article 26-8, as applicable, utilizing the instructor's previous base salary.

26-16 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall be placed on the PST in accordance with Article 26-8 and the following: This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.

26-17 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-7 through Article 26-16.

26-18 Shared Contracts / Half-Time Contracts

Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.

A shared contract shall consist of one full-time position at one school shared during one school year by two licensed employees who have agreed to accept such a contract.

Currently existing shared contracts will be allowed. The status of establishing new shared contracts will be reviewed annually. A shared contract will be eliminated when one partner leaves the shared contract for any reason, when the school decides to eliminate the shared contract, or when one partner in the shared contract falls below the surplus line.

If one partner leaves mid-year (i.e. resigns, dismissed, LOA), the remaining partner may request to assume the full contract or to resign.

If one partner submits resignation effective the end of the school year, remaining partner must take the full contract for the ensuing school year or resign.

If the school decides to allow the shared contract to continue in the ensuing year and both partners are above the surplus line, both are allowed to remain in the shared contract.

If one partner falls below the surplus line, the partner below the line is surplus, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplus, and their position becomes a vacancy.

If the shared contract will be eliminated at the end of the school year, the full contract shall be offered to both partners. If only one partner wants the position, he/she gets it, and the other resigns. If neither wants the full contract, they both resign. If both want the position, the partner with more District-wide seniority gets it, and the junior partner must be placed into a vacancy, or if there is no vacancy, be surplus, regardless of seniority (even if more senior than others on staff).

An employee in a shared contract cannot participate in Voluntary Transfer unless the school decides that the shared contract will be eliminated or it is determined that it is possible the employee will be surplus from the school. However, an employee in a shared contract may participate in the Second Voluntary Transfer after surplus, if one occurs.

If an employee in a shared contract participates in Voluntary Transfer in anticipation of being surplus, and obtains a position, the employee is not entitled to return to his/her previous position even if it turns out that the employee would not have been surplus (i.e., after Voluntary Transfer, school does not have to surplus anyone). In other words, once an employee participates in Voluntary Transfer and obtains a position, that employee cannot return to his/her previous position.

An employee who is surplus out of a shared contract:

1. May select a full-time position in Involuntary Transfer (at the surplus meeting); and
2. Shall be treated as a full-time employee in the RIF process.

The District will continue to pay the entire health benefit contribution on behalf of half-time licensed employees.

Half-Time Contract Rules:

- a. May only seek a half-time position in Voluntary Transfer
- b. May only select a half-time position in Involuntary Transfer.

26-19 Differential Pay for Hard-to-Fill High-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.
- 26-20 The Parties also agree that the District will pay a step increase in each year of the contract (2025-2026 and 2026-2027) for every eligible employee of the bargaining unit. Effective date of the step increases shall be on the first pay period of each school year (2025-2026 and 2026-2027) for that employee pursuant to their contract. First-year employees are not eligible for a step increase in their first year. The parties recognize that, during the term of this agreement only, funding for step increases comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.
- 26-21 Licensed employees whose most recent licensed contract was as a CCSD School District administrator shall be placed on the PST utilizing Article 26-8 and the following provisions:
- 26-21-1 If the former administrator is assigned to a classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved two (2) columns to the left and two (2) steps up.
- 26-21-2 If the former administrator is assigned to a non-classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved four (4) columns to the left.
- 26-21-3 If and whenever a former administrator leaves a classroom position and is assigned to a non-classroom position, his/her salary will be adjusted according to Article 26-21-2.

- 26-21-4 Current licensed employees who were former CCSD School District administrators shall have their salaries adjusted pursuant to this Article 26-21. Any adjusted salaries will take effect on the first pay period of the 2025-2026 contract year with no retroactive application.
- 26-22 Licensed employees whose most recent teaching experience was for another country and paid in that country's currency shall be placed on the PST utilizing Article 26.8.
- 26-23 Licensed employees who are special education case managers with a ninety-five percent (95%) compliance rate on their IEPs will be compensated for two (2) additional days of pay at their contractual rate of pay at the conclusion of each semester (which is not PERS sensitive). Licensed employees shall receive no more than four (4) additional days of pay for the completion of their IEPs each school year.
- 26-24 Beginning July 1, 2022, CCSD will offer all Licensed employees assigned to a Tier-1 school an opportunity to achieve their TESU/ELAD endorsement. CCSD will pay for the cost of the TESU/ELAD endorsement for the licensed educators referenced in this article. Beginning on July 1, 2025, the amount of reimbursement for the endorsement will be capped at \$2,500.
- 26-25 The Differentiated Salary Program for Other Licensed Professionals is detailed in the below table.
- 26-26 Salary Review and Adjustment Process
- 26-26-1 A Salary Review and Adjustment Process ("SRAP") will take place during the term of this Agreement.
- 26-26-2 The School District shall have sole discretion to determine how many salary adjustments are made pursuant to the SRAP.
- 26-26-3 There shall be no retroactive implementation of any salary adjustment made pursuant to the SRAP.
- 26-26-4 There are two groups of licensed employees who may request a salary review pursuant to the SRAP:
- a. Licensed employees who were negatively affected by the compaction of salaries due to the June 2022 MOA that modified the first column of the PST.
 - b. Current licensed employees who were not placed on the February 1, 2024, salary table based upon experience and education.
- 26-26-5 Only licensed employees who provide the necessary evidence and documentation to demonstrate that they qualify for a salary adjustment will be eligible for a salary adjustment. The following documentation is required to be considered for a salary review and adjustment:
- a. CCSD Offer of Employment Letter and/or a CCSD Salary Progression Report.

- b. All licenses and endorsements from any state in which the licensed employee taught;
- c. Proof of educational attainment from an accredited institution with unofficial or official University transcripts that must include:
 - i. Major or primary area of focus
 - ii. degree awarded; and
 - iii. degree conferral date.
- d. Educational degrees and college credits pertinent to the subject matter the licensed employee currently teaches.
- e. Proof of years of experience.
 - i. When the salary schedule changed in 2015-2016, some licensed employees may not have received full credit for their experience due to the caps on steps on the previous salary schedule. Any such prior experience shall not be considered in calculating experience in the SRAP.

26-26-6 Salary Review and Adjustment Process:

- a. A licensed employee who wants to have his/her salary placement reviewed must submit a request to the Association. Licensed employees who have already submitted the required documentation to the Association are not required to resubmit a request for review.
- b. Licensed employees must submit the required documentation to the Association prior to October 1, 2025. If a licensed employee fails to submit the required documentation by this deadline, he/she shall not be eligible for a salary adjustment during the 2025-2026 contract year.
- c. The Association shall review each licensed employee's required documentation to determine if he/she meets the criteria to be eligible for a salary adjustment. This determination must be agreed upon by the School District.
- d. All licensed employees who request a review shall be notified of the results. All reviews and results are final and not subject to appeal or the grievance procedure.

26-26-7 The School District shall grant salary adjustments to eligible licensed employees based on district-wide seniority in the following order up to a maximum cost of \$10 million for fiscal year 2026:

- a. Licensed Employees who have been affected by compaction.
- b. Licensed Employees in Title 1 schools.
- c. Licensed Employees in non-Title 1 schools.
- d. The effective date of any salary adjustment granted in fiscal year 2026 shall be agreed to by the parties.

26-26-8 The SRAP shall be repeated in fiscal year 2027, subject to available funds.

- a. Licensed employees who were found eligible for a salary adjustment in fiscal year 2026 but were not given the adjustment shall be the first in line for an adjustment in fiscal year 2027, based upon available funding.
- b. Licensed employees who were hired before February 1, 2024, who have not yet submitted a request for a salary placement review, can submit a request as outlined in Articles 26-26-4 and 26-26-5(a-e) above during the period of January 1, 2026, through February 27, 2026.
- c. The January 1, 2026, through February 27, 2026, review period shall be the final phase of the SRAP.
- d. Pending available funding, the effective date of any salary adjustment granted in fiscal year 2027 shall be agreed to by the parties.

26-26-9 For all licensed employees who were eligible for a salary adjustment and did not receive one due to a lack of funding, the parties agree to complete the placement process in the 2027- 2028 school year. To that end, the parties agree to jointly lobby for additional funding to address this issue during the 2027 Nevada Legislative Session.

26-27 2027-2028 Differential Pay Schedule for Hard-to-Fill High-Vacancy Positions

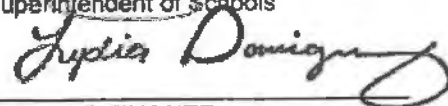
- 26-27-1 Effective the beginning of the 2027-2028 School Year, employees in Title I schools with a vacancy rate of seven (7%) or more, for two (2) or more consecutive school years, shall be eligible for additional compensation to their base pay.
- 26-27-2 On or before the final school day of the 2026-2027 School Year, the parties shall come to an agreement on which schools meet the above eligibility requirements
- 26-27-3 To receive additional compensation, a licensed employee who works at a school that meets the vacancy threshold pursuant to Article 26-27-1 must spend a majority of their assigned duties teaching students in a classroom.
- 26-27-4 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.
- 26-27-5 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.
- 26-27-6 For each fiscal year, the District shall reserve an amount of funds sufficient to carry out any increase in the salary of a licensed educator
- 26-27-7 The parties shall work together to secure funding for this differential pay schedule during the 2027 Nevada Legislative Session.

2026. IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th Day of March.

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

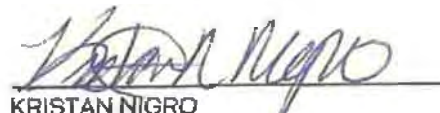

JHONE EBERT
Superintendent of Schools


EMILY STEVENS
President
Board of School Trustees


LYDIA DOMINGUEZ
Clerk
Board of School Trustees

FOR THE CLARK COUNTY EDUCATION ASSOCIATION


DANIELLE KNOEPEL
Negotiations Committee Chair


KRISTAN NIGRO
President

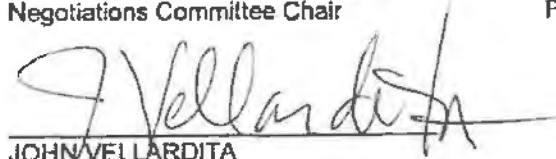

JOHN VELLARDITA
Executive Director

EXHIBIT B

CHAPTER.....

AN ACT relating to education; requiring the Department of Education to award money to school districts to provide compensation in addition to base pay for hard-to-fill positions in public schools; requiring school districts to report certain information relating to hard-to-fill positions; eliminating the authority in certain large school districts to use weighted funding provided to a school for certain pupils to pay certain hiring and retention incentives; revising the powers of the Subcommittee on Education Accountability of the Interim Finance Committee; making an appropriation to the Interim Finance Committee for allocation to the Department to fund compensation in addition to base pay for hard-to-fill positions in public schools; making an appropriation to provide money to charter schools for salary increases for teachers and education support professionals; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 2 of this bill requires the Department of Education, to the extent that money has been appropriated for that purpose, to make awards to school districts to provide compensation, in addition to base pay, for hard-to-fill positions in the public schools of this State. Section 2 defines "hard-to-fill position" as including: (1) teacher positions at certain Title I schools; and (2) teacher positions and other positions filled by licensed educational personnel whose duties include actively teaching pupils in certain subjects which are suffering from a critical labor shortage. Section 2 requires each school district to submit a biennial report to the Office of Finance in the Office of the Governor and the Interim Finance Committee regarding the number of teachers receiving such additional compensation, the total amount of such additional compensation being provided in the school district and the number of hard-to-fill positions in public schools in the school district. Section 8.9 of this bill imposes certain requirements for the contents of this report which are applicable only to the report that is required to be submitted on or before December 1, 2026.

Existing law requires the Governor, to the extent practicable, to include in the proposed executive budget certain recommendations concerning education funding, including recommendations for the statewide base per pupil funding amount and the multiplier for each category of pupils. (NRS 387.12455) Section 8.1 of this bill additionally requires the Governor, to the extent practicable, to include in the proposed executive budget recommendations for the amount of money to appropriate to the Department to make awards to school districts pursuant to section 2.

Section 8.5 of this bill appropriates \$45,000,000 in both Fiscal Year 2025-2026 and Fiscal Year 2026-2027 to the Interim Finance Committee for allocation to the Department to distribute to school districts to provide compensation, in addition to base pay, for hard-to-fill positions in public schools. Section 8.5 establishes certain



requirements which must be satisfied before the money is allocated by the Interim Finance Committee.

Under the Pupil-Centered Funding Plan, existing law requires a public school that receives weighted funding for one or more at-risk pupils or pupils who are English learners to use such funding only to provide services to such pupils, which are referred to as "Victory services" and "Zoom services," respectively. (NRS 387.121, 387.12445) Existing law authorizes the use of this weighted funding to provide incentives for hiring and retaining teachers and other licensed educational personnel who provide such services. (NRS 387.12445) Section 8 of this bill eliminates the authority to use weighted funding to pay for such incentives in a school district located in a county whose population is 700,000 or more (currently the Clark County School District).

Existing law creates the Subcommittee on Educational Accountability of the Interim Finance Committee and authorizes the Subcommittee to study various matters related to accountability in public education. (NRS 218E.415) Section 8.3 of this bill additionally authorizes the Subcommittee to study the compensation paid to teachers at public schools to determine whether such compensation is sufficient to ensure competitiveness with other states and optimal educational achievements and outcomes for pupils.

Section 8.7 of this bill appropriates \$19,314,297 in both Fiscal Year 2025-2026 and Fiscal Year 2026-2027 to the Interim Finance Committee for allocation to the State Public Charter School Authority to provide money to charter schools for salary increases for teachers and education support professionals. Section 8.7 requires each charter school in this State to submit certain information to the State Public Charter School Authority, including the number of teachers and education support professionals employed by the charter school on October 1, 2024, and October 1, 2025, and a plan to provide such salary increases in each fiscal year. Section 8.7 requires the State Public Charter School Authority to compile and submit such information to the Interim Finance Committee as a condition for receiving an allocation by the Interim Finance Committee from the appropriation made by section 8.7. Section 8.7 provides the method for calculating the amount of money from the appropriation which the State Public Charter School Authority may distribute to each charter school.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 387 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 and 3 of this act.

Sec. 2. 1. *To the extent that money has been appropriated for that purpose, the Department shall award money to school districts to provide compensation, in addition to base pay, for hard-to-fill positions in the public schools of this State.*

2. It is the intent of the Legislature that the additional compensation for hard-to-fill positions funded pursuant to subsection 1 is a temporary solution to ameliorate the urgent



problem of high teacher vacancy rates, which are detrimental to student outcomes.

3. An application by a school district applying for an award of money pursuant to subsection 1 must include:

(a) The total amount of money which the school district is requesting;

(b) The total number of hard-to-fill positions in public schools for which the school district intends to provide additional compensation using the money requested;

(c) Documentation sufficient to demonstrate that each hard-to-fill position for which the school district intends to provide additional compensation using the money requested was filled during the immediately preceding calendar quarter; and

(d) Such other information or documentation as the Department may require.

4. Money awarded to a school district pursuant to subsection 1 is subject to collective bargaining, but may only be used to provide additional compensation for hard-to-fill positions in public schools.

5. Not later than December 1 of each even-numbered year, each school district shall submit a report to the Office of Finance and the Interim Finance Committee that states:

(a) The total number of teachers in the school district receiving additional compensation funded pursuant to this section during the then-current school year;

(b) The total amount of the additional compensation funded from an award made pursuant to this section that is being provided to teachers during the then-current school year; and

(c) The total number of hard-to-fill positions in public schools in the school district.

6. As used in this section:

(a) "Hard-to-fill position" means:

(1) A teacher position at a Title I school which has:

(I) A vacancy rate for teacher positions of 15 percent or more, if the school is a high school;

(II) A vacancy rate for teacher positions of 12 percent or more, if the school is a middle school or junior high school; or

(III) A vacancy rate for teacher positions of 10 percent or more, if the school is an elementary school.

(2) A teacher position or other position staffed by a person licensed pursuant to chapter 391 of NRS:

(I) Who is the teacher of record assigned to a classroom of pupils; and



(II) Whose duties include actively teaching pupils during a class period, for the majority of class periods during the school day, in English language arts, mathematics, science or special education, if such subjects are suffering from a critical labor shortage, as determined by the board of trustees of the school district.

(b) "Public school" does not include a public school that is formed pursuant to the provisions of chapter 388A of NRS.

Secs. 3-7. (Deleted by amendment.)

Sec. 8. NRS 387.12445 is hereby amended to read as follows:

387.12445 1. Except as otherwise provided in subsection 2, each school district shall ensure that all adjusted base per pupil funding received by the school district pursuant to paragraph (c) of subsection 2 of NRS 387.1214 is accounted for separately and, after a deduction for the administrative expenses of the school district in an amount which does not exceed the amount prescribed by the Department by regulation for each school district, be distributed and used as described in this subsection. The adjusted base per pupil funding provided to each school district must:

(a) Be distributed by each school district to its public schools in a manner that ensures each pupil in the school district receives a reasonably equal educational opportunity.

(b) Be used to support the educational needs of all pupils in the school district, including, without limitation, operating each public school in the school district, training and supporting educational personnel and carrying out any program or service established by, or requirement imposed pursuant to, this title for any purpose for which specific funding is not appropriated pursuant to paragraph (a), (b) or (e) of subsection 2 of NRS 387.1214 or NRS 387.122.

2. If a school district determines that an additional amount of money is necessary to satisfy requirements for maintenance of effort or any other requirement under federal law for pupils with disabilities enrolled in the school district, the school district may transfer the necessary amount of money from the adjusted base per pupil funding received by the school district for that purpose.

3. Each school district shall ensure that all weighted funding received by the school district pursuant to paragraph (e) of subsection 2 of NRS 387.1214 is accounted for separately and distributed directly to each school in which the relevant pupils are estimated to be enrolled.

4. Each public school shall account separately for the local funding for pupils with disabilities received by the public school pursuant to paragraph (b) of subsection 2 of NRS 387.1214, for the



adjusted base per pupil funding received by the public school pursuant to paragraph (c) of subsection 2 of NRS 387.1214, for each category of weighted funding received by the public school pursuant to paragraph (e) of subsection 2 of NRS 387.1214 and for money received from the statewide multiplier pursuant to NRS 387.122. Unless the provisions of subsection 7 or 8 impose greater restrictions on the use of weighted funding by a public school, the public school must use the weighted funding received for each relevant pupil:

(a) As a supplement to the adjusted base per pupil funding received for the pupil; and

(b) Solely for the purpose of providing such additional educational programs, services or support as are necessary to ensure the pupil receives a reasonably equal educational opportunity.

5. Except as otherwise provided in subsection 6, the separate accounting required by subsection 4 for pupils with disabilities and gifted and talented pupils must include:

(a) The amount of money provided to the public school for special education; and

(b) The cost of:

(1) Instruction provided by licensed special education teachers and supporting staff;

(2) Related services, including, without limitation, services provided by psychologists, therapists and health-related personnel;

(3) Transportation of the pupils with disabilities and gifted and talented pupils to and from school;

(4) The direct supervision of educational and supporting programs; and

(5) The supplies and equipment needed for providing special education.

6. Money received from federal sources must be accounted for separately and excluded from the accounting required pursuant to subsection 5.

7. A public school that receives weighted funding for one or more at-risk pupils must use that weighted funding only to provide Victory services and, if one or more at-risk pupils for whom the school received weighted funding in the at-risk pupil category also belong to one or more other categories of pupils who receive weighted funding, the additional services for each such at-risk pupil which are appropriate for each category to which the at-risk pupil belongs.

8. A public school that receives weighted funding for one or more pupils who are English learners must use that weighted



funding only to provide Zoom services and, if one or more English learners for whom the school received weighted funding in the English learner category also belong to one or more other categories of pupils who receive weighted funding, the additional services for each such English learner which are appropriate for each category to which the English learner belongs.

9. The Department shall adopt regulations prescribing the maximum amount of money that each school district may deduct for its administrative expenses from the adjusted base per pupil funding received by the school district. When adopting such regulations, the Department may express the maximum amount of money that may be deducted as a percentage of the adjusted base per pupil funding received by the school district.

10. As used in this section:

(a) "Victory services" means any one or more of the following services:

(1) A prekindergarten program provided free of charge.

(2) A summer academy or other instruction for pupils provided free of charge at times during the year when school is not in session.

(3) Additional instruction or other learning opportunities provided free of charge at times of day when school is not in session.

(4) Professional development for teachers and other educational personnel concerning instructional practices and strategies that have proven to be an effective means to increase pupil achievement in populations of at-risk pupils.

(5) ~~Incentives~~ *In a school district located in a county whose population is less than 700,000, incentives* for hiring and retaining teachers and other licensed educational personnel who provide Victory services.

(6) Employment of paraprofessionals, other educational personnel and other persons who provide Victory services.

(7) A reading skills center.

(8) Integrated student supports, wrap-around services and evidence-based programs designed to meet the needs of at-risk pupils.

(9) Any other service or program that has a demonstrated record of success for similarly situated pupils in comparable school districts and has been reviewed and approved as a Victory service by the Superintendent of Public Instruction.

(b) "Zoom services" means any one or more of the following services:



- (1) A prekindergarten program provided free of charge.
- (2) A reading skills center.
- (3) Professional development for teachers and other licensed educational personnel regarding effective instructional practices and strategies for pupils who are English learners.
- (4) ~~Incentives~~ *In a school district located in a county whose population is less than 700,000, incentives* for hiring and retaining teachers and other licensed educational personnel who provide Zoom services.
- (5) Engagement and involvement with parents and families of pupils who are English learners, including, without limitation, increasing effective, culturally appropriate communication with and outreach to parents and families to support the academic achievement of those pupils.
- (6) A summer academy or, for those schools that do not operate on a traditional school calendar, an intersession academy provided free of charge, including, without limitation, the provision of transportation to attend the summer academy or intersession academy.
- (7) An extended school day.
- (8) Any other service or program that has a demonstrated record of success for similarly situated pupils in comparable school districts and has been reviewed and approved as a Zoom service by the Superintendent of Public Instruction.

Sec. 8.1. NRS 387.12455 is hereby amended to read as follows:

387.12455 1. Except as otherwise provided in subsection 5, for the purpose of establishing budgetary estimates for expenditures and revenues for the State Education Fund as prescribed by the State Budget Act, the Governor shall, to the extent practicable, ensure that an amount of money in the State General Fund is reserved in the proposed executive budget for transfer to the State Education Fund which is sufficient to fully fund:

(a) If the Economic Forum projects that the revenue collected by the State for general, unrestricted uses will increase by a rate that is greater than the combined rate of inflation and the growth of enrollment in the public schools in this State in the immediately preceding biennium, an amount of money in the State General Fund for transfer to the State Education Fund for the subsequent biennium which is not less than the amount of money transferred to the State Education Fund from the State General Fund for the immediately preceding biennium increased by an amount not less than the rate of



increase for the revenue collected by the State as projected by the Economic Forum.

(b) If the Economic Forum projects that the revenue collected by the State for general, unrestricted uses will increase by a rate that is not greater than the combined rate of inflation and the growth of enrollment in the public schools in this State in the immediately preceding biennium, an amount of money in the State General Fund for transfer to the State Education Fund for the subsequent biennium which is not less than the amount of money transferred to the State Education Fund from the State General Fund for the immediately preceding biennium increased by an amount not less than the combined rate of inflation and the growth of enrollment in the public schools in this State.

(c) If the Economic Forum projects that the revenue collected by the State for general, unrestricted uses will decrease, an amount of money in the State General Fund for transfer to the State Education Fund for the subsequent biennium which is not less than the amount of money transferred to the State Education Fund from the State General Fund for the immediately preceding biennium decreased by an amount not greater than the rate of decrease for the revenue collected by the State as projected by the Economic Forum.

2. Except as otherwise provided in subsection 5, as part of the proposed executive budget, the Governor shall, to the extent practicable, include recommendations for:

(a) The statewide base per pupil funding amount, which must be equal to the statewide base per pupil funding amount for the immediately preceding biennium increased by an amount not less than the combined rate of inflation and the growth of enrollment in the public schools in this State unless the amount of money contained in the State Education Fund, excluding the Education Stabilization Account, decreases from the immediately preceding biennium, in which event the Governor must recommend a proportional reduction to both the statewide base per pupil funding amount and the multiplier for each category of pupils pursuant to paragraph (b); ~~and~~

(b) The multiplier for each category of pupils, which must not be less than the multiplier for the immediately preceding biennium unless:

(1) The amount of money contained in the State Education Fund, excluding the Education Stabilization Account, decreases from the immediately preceding biennium, in which event the Governor must recommend a proportional reduction to both the



statewide base per pupil funding amount pursuant to paragraph (a) and the multiplier for each category of pupils; or

(2) The amount of money contained in the State Education Fund, excluding the Education Stabilization Account, increases from the preceding fiscal year but in an amount which, after recommending the statewide base per pupil funding amount pursuant to paragraph (a), is insufficient to fund the multiplier for each category of pupils, in which event the Governor must recommend the remaining money in the State Education Fund, excluding the Education Stabilization Account, be used to provide a multiplier for each category of pupils which is as close as practicable to the multiplier for the preceding fiscal year **H**; and

(c) The amount of money to appropriate to the Department to make awards to school districts pursuant to section 2 of this act.

3. When determining the amount of money to reserve for transfer from the State General Fund to the State Education Fund pursuant to subsection 1, the Governor shall consider the recommendations of the Commission, as revised by the Joint Interim Standing Committee on Education, if applicable, for an optimal level of funding for education and may reserve an additional amount of money for transfer to the State Education Fund that the Governor determines to be sufficient to fund any recommendation or any portion of a recommendation that the Governor includes in the proposed executive budget.

4. As part of the proposed executive budget, the Governor may recommend to the Legislature a revision to any appropriation made by law pursuant to NRS 387.1214, including, without limitation, the statewide base per pupil funding amount, the adjusted base per pupil funding for any school district, the multiplier for weighted funding for any category of pupils or the creation or elimination of a category of pupils to receive additional weighted funding. The Governor may recommend additional funding for any recommendation made pursuant to this subsection.

5. If the Governor determines that it would be impracticable to prepare the proposed executive budget as described in subsection 1 or 2, the Governor may instead include in the proposed executive budget a recommendation for such funding for the public schools in this State as he or she determines to be appropriate. If the Governor includes in the proposed executive budget recommendations pursuant to this subsection, the recommendations must be accompanied by such recommendations for legislation as the Governor determines to be appropriate to improve the method by which funding for the public schools in this State is determined.



6. As used in this section, "rate of inflation" means the average percentage of increase or decrease in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the United States Department of Labor for the immediately preceding 3 calendar years or, if that index ceases to be published by the United States Department of Labor, the published index that most closely resembles that index, as determined by the Governor.

Sec. 8.3. NRS 218E.415 is hereby amended to read as follows:

218E.415 1. The members of the Subcommittee on Education Accountability of the Interim Finance Committee shall meet at least twice annually at the times and places specified by a call of the Chair of the Subcommittee or a majority of the Subcommittee.

2. A meeting held jointly by the Assembly Standing Committee on Ways and Means and the Senate Standing Committee on Finance during a regular session that has agenda items similar to subsection 4 constitutes a meeting of the Subcommittee.

3. A majority of the members of the Subcommittee constitutes a quorum.

4. The general objectives and functions of the Subcommittee are to discuss, evaluate and make recommendations relating to accountability in public education in this State to improve the educational achievements and outcomes for pupils. The Subcommittee may study, without limitation:

(a) Fiscal policy, school finance or similar or related financial activities;

(b) The sufficiency of current revenue and expenditures relating to public education in this State and the anticipated revenue and expenditures that are necessary to improve educational achievements and outcomes for pupils;

(c) Administrative support and policies;

(d) Corrective action plans for public schools to improve educational achievements and outcomes; ~~and~~

(e) The rules, regulations and policies of individual school districts or public schools ~~}; and~~

(f) The compensation paid to teachers at public schools to determine whether such compensation is sufficient to ensure competitiveness with other states and optimal educational achievements and outcomes for pupils.

5. The Subcommittee may conduct investigations and hold hearings in connection with its functions and duties and exercise any of the investigative powers set forth in NRS 218E.105 to 218E.140,



inclusive, including, without limitation, compelling the attendance at any meeting of the Subcommittee of:

- (a) The Superintendent of Public Instruction;
- (b) Any member of the State Board of Education;
- (c) Any member of a board of trustees of a school district in this State;
- (d) Any superintendent or chief financial officer of a school district in this State; or
- (e) The Executive Director of the State Public Charter School Authority.

6. Except during a regular or special session of the Legislature, for each day or portion of a day during which a member of the Subcommittee or appointed alternate attends a meeting of the Subcommittee or is otherwise engaged in the business of the Subcommittee, the member or appointed alternate, as applicable, is entitled to receive:

- (a) The compensation provided for a majority of the Legislators during the first 60 days of the preceding regular session;
- (b) The per diem allowance provided for state officers and employees generally; and
- (c) The travel expenses provided pursuant to NRS 218A.655.

7. All such compensation, per diem allowances and travel expenses of a member or appointed alternate of the Subcommittee must be paid from the Contingency Fund in the State Treasury.

Sec. 8.5. 1. There is hereby appropriated from the State General Fund to the Interim Finance Committee for allocation to the Department of Education to distribute to school districts pursuant to subsection 3 the following sums:

For the Fiscal Year 2025-2026..... \$45,000,000
For the Fiscal Year 2026-2027..... \$45,000,000

2. Money appropriated pursuant to subsection 1 may only be allocated to the Department by the Interim Finance Committee upon:

- (a) Submittal of a plan by the Department to distribute the money to school districts to provide compensation, in addition to base pay, for hard-to-fill positions in the public schools of this State; and
- (b) The determination of the Interim Finance Committee that the plan submitted by the Department is consistent with the requirements of this section and is reasonably calculated to ameliorate the urgent problem of high teacher vacancy rates.

3. The Department shall distribute the money allocated to the Department from the appropriation made by subsection 1 to school



districts in accordance with the plan submitted to the Interim Finance Committee pursuant to subsection 2.

4. On or before June 9, 2025, and June 8, 2026, each school district in this State shall report to the Department and the Interim Finance Committee for Fiscal Year 2025-2026 and Fiscal Year 2026-2027, respectively:

(a) The total amount of money which the school district is requesting from the appropriation made by subsection 1; and

(b) The total number of hard-to-fill positions in public schools in the school district for which the school district intends to provide additional compensation using money appropriated by subsection 1.

5. Money distributed to a school district pursuant to subsection 3 is subject to collective bargaining, but may only be used to provide additional compensation for hard-to-fill positions in public schools.

6. Any balance of the sums appropriated by subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2026, and September 17, 2027, respectively, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2026, and September 17, 2027, respectively.

7. As used in this section:

(a) "Hard-to-fill position" means:

(1) A teacher position at a Title I school which has:

(I) A vacancy rate for teacher positions of 15 percent or more, if the school is a high school;

(II) A vacancy rate for teacher positions of 12 percent or more, if the school is a middle school or junior high school; or

(III) A vacancy rate for teacher positions of 10 percent or more, if the school is an elementary school.

(2) A teacher position or other position staffed by a person licensed pursuant to chapter 391 of NRS:

(I) Who is the teacher of record assigned to a classroom of pupils; and

(II) Whose duties include actively teaching pupils during a class period, for the majority of class periods during the school day, in English language arts, mathematics, science or special



education, if such subjects are suffering from a critical labor shortage, as determined by the board of trustees of the school district.

(b) "Public school" does not include a public school that is formed pursuant to the provisions of chapter 388A of NRS.

Sec. 8.7. 1. There is hereby appropriated from the State General Fund to the Interim Finance Committee for allocation to the State Public Charter School Authority to provide money to charter schools for salary increases for teachers and education support professionals the following sums:

For the Fiscal Year 2025-2026 \$19,314,297

For the Fiscal Year 2026-2027 \$19,314,297

2. On or before June 15, 2025, each charter school in this State shall submit to the State Public Charter School Authority a statement of the number of teachers and education support professionals employed by the charter school on October 1, 2024. The State Public Charter School Authority shall compile this information and, not later than July 15, 2025:

(a) Submit the compiled information to the Interim Finance Committee.

(b) Estimate the total amount of money which the Authority will be authorized to distribute to each charter school for Fiscal Year 2025-2026 pursuant to subsection 7 and provide this information to each charter school.

3. On or before June 15, 2026, each charter school in this State shall submit to the State Public Charter School Authority a statement of the number of teachers and education support professionals employed by the charter school on October 1, 2025. The State Public Charter School Authority shall compile this information and, not later than July 15, 2026:

(a) Submit the compiled information to the Interim Finance Committee.

(b) Estimate the total amount of money which the Authority will be authorized to distribute to each charter school for Fiscal Year 2026-2027 pursuant to subsection 7 and provide this information to each charter school.

4. On or before August 15, 2025, and August 15, 2026, each charter school in this State shall submit to the State Public Charter School Authority a plan by the charter school to increase salaries for teachers and education support professionals during the then-current fiscal year which:



(a) Describes the manner in which money distributed to the charter school will be allocated among the teachers and education support professionals employed by the charter school; and

(b) Provides for an increase in salary for teachers and education support professionals which does not replace or supplant any other form of compensation which was provided to teachers or education support professionals of the charter school before Fiscal Year 2025-2026 or which was bargained for or planned for Fiscal Year 2025-2026 or any succeeding fiscal year before the effective date of this section.

5. On or before September 15, 2025, and September 15, 2026, the State Public Charter School Authority shall compile and submit to the Interim Finance Committee the plans submitted by each charter school for the then-current fiscal year pursuant to subsection 4.

6. Money appropriated by subsection 1 may only be allocated to the State Public Charter School Authority by the Interim Finance Committee upon request by the Authority after the Authority has complied with the requirements of subsection 2 or 3, as applicable, and subsection 5.

7. The amount of money distributed by the State Public Charter School Authority to a charter school pursuant to this section must not exceed an amount which is equal to:

(a) For Fiscal Year 2025-2026, \$19,314,297 multiplied by a percentage which is the number of teachers and education support professionals employed by the charter school on October 1, 2024, expressed as a percentage of the total number of teachers and education support professionals employed in all of the charter schools in this State on October 1, 2024.

(b) For Fiscal Year 2026-2027, \$19,314,297 multiplied by a percentage which is the number of teachers and education support professionals employed by the charter school on October 1, 2025, expressed as a percentage of the total number of teachers and education support professionals employed in all of the charter schools in this State on October 1, 2025.

8. Money appropriated by subsection 1 may only be distributed by the Authority to a charter school which has complied with the requirements of subsection 2 or 3, as applicable, and subsection 4.

9. The money appropriated by subsection 1 must be used to supplement and not supplant or cause to be reduced any other source of funding for the support of charter schools or for the salary and compensation of teachers or education support professionals employed by any charter school.



10. On or before August 1, 2026, and August 1, 2027, each charter school in this State that received a distribution from the money appropriated by subsection 1 during Fiscal Year 2025-2026 and Fiscal Year 2026-2027, respectively, shall submit a report to the State Public Charter School Authority which includes, without limitation:

(a) Detailed information on how all the money received pursuant to this section was spent by the charter school during the immediately preceding fiscal year; and

(b) The actual increase to the salary of teachers and education support professionals employed by the charter school during the immediately preceding fiscal year and the amount of such an increase for which the money received pursuant to this section was spent.

11. On or before October 1, 2026, and October 1, 2027, the State Public Charter School Authority shall compile and submit to the Interim Finance Committee the reports received by the Authority pursuant to subsection 10 with respect to the immediately preceding fiscal year.

12. Any balance of the sums appropriated by subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2026, and September 17, 2027, respectively, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2026, and September 17, 2027, respectively.

13. As used in this section:

(a) "Administrator" means a person who spends at least 50 percent of his or her work year supervising other staff or licensed personnel, or both, and who is not classified by the governing body of a charter school as a professional-technical employee.

(b) "Education support professional" means a person, other than a teacher or administrator, who is employed to work at a charter school, including, without limitation:

- (1) Paraprofessionals;
- (2) School police officers, school resource officers and other providers of security services at a school;
- (3) School nurses;



- (4) School counselors;
- (5) School psychologists;
- (6) School social workers;
- (7) Drivers of school buses;
- (8) Secretaries;
- (9) Members of the custodial or maintenance staff; and
- (10) Workers in food services.

(c) "Teacher" means a person licensed pursuant to chapter 391 of NRS who is classified by the governing body of a charter school:

(1) As a teacher and who spends at least 50 percent of his or her work year providing instruction or discipline to pupils; or

(2) As instructional support staff, who does not hold a supervisory position and who spends not more than 50 percent of his or her work year providing instruction to pupils. Such instructional support staff includes, without limitation, librarians and persons who provide instructional support.

Sec. 8.9. Notwithstanding the provisions of section 2 of this act, for the report required to be submitted on or before December 1, 2026, pursuant to subsection 5 of section 2 of this act, each school district is not required to submit the information described in paragraph (a) or (b) of subsection 5 of section 2 of this act and shall instead include in the report:

1. The total number of teachers in the school district receiving additional compensation funded pursuant to section 8.5 of this act during the then-current school year; and

2. The total amount of the additional compensation funded from an award made pursuant to section 8.5 of this act that is being provided to teachers during the then-current school year.

Sec. 9. 1. This section and sections 8.5, 8.7 and 8.9 of this act become effective upon passage and approval.

2. Sections 8 and 8.3 of this act become effective on July 1, 2025.

3. Sections 1, 2 and 8.1 of this act become effective on October 1, 2026.



EXHIBIT C



Stacy Smith [Human Resources] <richasa@nv.ccsd.net>

Fwd: Follow-up: AB 398 Allotment Resolution

RoAnn Triana [Human Resources] <trianrd@nv.ccsd.net>

Thu, Jun 4, 2026 at 7:39 AM

To: "Jon Okazaki [Office of the General Counsel]" <okazajm@nv.ccsd.net>, "Stacy Smith [Human Resources]"

<richasa@nv.ccsd.net>

FYI.

----- Forwarded message -----

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>

Date: Wed, Jun 3, 2026 at 10:30 PM

Subject: Re: Follow-up: AB 398 Allotment Resolution

To: RoAnn Triana [Human Resources] <trianrd@nv.ccsd.net>

CC: Elva Espinoza [Office of the Superintendent] <espine@nv.ccsd.net>, Jhone Ebert [Superintendent] <ebertj@nv.ccsd.net>, Carmen West [Office of the Superintendent] <westcd@nv.ccsd.net>, Jesse Welsh [Deputy Superintendent] <welshj@nv.ccsd.net>

Thank you for providing this written clarification.

I am incredibly disappointed to receive this response, particularly because it directly contradicts the firm assurance given to me personally by Superintendent Ebert just last week at the State Legislature. I was explicitly told that this matter was being resolved in my favor, and I stepped away from the public comment microphone based entirely on that executive commitment. To have HR now issue a blanket denial is deeply unfortunate.

Furthermore, the justification provided in your email is contractually and factually incorrect:

1. **Contractual Language:** Article 26-19 of the CCEA Negotiated Agreement explicitly states that these funds apply to Special Education specialists *"regardless of whether they teach in a self-contained classroom."* Agreeing to some interpretation not found anywhere in the language of the contract to completely exclude itinerant specialists directly violates the plain text of the contract we are operating under.
2. **The "Interpretation" Contradiction:** Your email states that you are administering this based on "agreed-upon provisions." A provision is written text. There is no provision in Article 26-19 excluding itinerant teachers. By admitting that CCSD and CCEA internally created a separate "interpretation" to deny these funds, you are admitting to utilizing an unwritten, arbitrary criterion that actively overrides the negotiated contract text.
3. **Unequal Administration:** Your assertion that the criterion "did not include any itinerant teachers" is factually inaccurate. Itinerant specialists within my exact department have already been approved for and received this identical AB 398 disbursement. The District is now on the record administering state-matching funds unevenly among employees with identical job codes.

While the District and CCEA may have internally decided to collaborate on an arbitrary exclusion criteria that overrides the CBA, utilizing state funds in this manner is a serious administrative issue. I will be moving forward with formal avenues to address this breach of the negotiated agreement, and I will ensure that the uneven distribution of these state funds is fully detailed for the appropriate oversight bodies.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Wed, Jun 3, 2026 at 7:17 PM RoAnn Triana [Human Resources] <trianrd@nv.ccsd.net> wrote:

Mr. English:

The Clark County School District ("CCSD") and the Clark County Education Association ("CCEA") agreed on eligibility criteria for receiving additional compensation under Article 26-19 of the CCEA Negotiated Agreement, based on an interpretation of the language and intent of that Article and AB 398. Using this criterion, CCSD and CCEA identified which licensed employees qualified for the additional compensation, which did not include any itinerant teachers. This information was then submitted to the Nevada Department of Education pursuant to AB 398.

CCSD and CCEA have thoroughly reviewed your request to be included with those receiving the additional compensation. In doing so, we examined your position, assignment, and duties. Unfortunately, it has been determined that you do not qualify for the additional compensation. One of the primary purposes of the funds distributed under AB 398 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.

While we understand this is not the outcome you were hoping for, CCSD and CCEA are required to administer the program in accordance with the agreed-upon provisions of Article 26-19 of the CCEA Negotiated Agreement.

We appreciate your advocacy on behalf of itinerant special education specialists and recognize the important work you and your colleagues perform in supporting students across the District.

Thank you again for your patience, professionalism, and dedication to serving our students.

Sincerely, RoAnn Triana

On Mon, Jun 1, 2026 at 5:03 PM Jhone Ebert [Superintendent] <ebertj@nv.ccsd.net> wrote:

Hello Michael,

Thank you for reaching out. I appreciate you taking the time to share your concerns.

I have forwarded your message to HR Chief RoAnn Triana, who is best positioned to assist you and will follow up with you directly.

Thank you, and I wish you the very best.

Sincerely,

Jhone Ebert
Superintendent

[Quoted text hidden]



RoAnn Triana
Chief Human Resources Officer
Human Resources Unit
2832 East Flamingo Road
Las Vegas, NV 89121
Phone 702-799-1030
Email: Trianrd@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

[Quoted text hidden]

----- Forwarded message -----

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>

Date: Thu, Apr 16, 2026 at 11:39 AM

Subject: Re:

To: Stacy Smith [Human Resources] <richasa@nv.ccsd.net>

Cc: Pam Krill [Human Resources] <krillpm@nv.ccsd.net>, Janelle Sazon-Valdez [Human Resources] <sazonj@nv.ccsd.net>

Thank you for the clarification and the recommendation. Based on your suggestion that a formal legal review is necessary to resolve the differing interpretations of the negotiated terms, I have reached out to CCEA to look into beginning the grievance process as advised.

I appreciate your guidance on the appropriate path to ensure this matter is resolved equitably for all centrally assigned Special Education Title 1 instructional staff.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Thu, Apr 16, 2026 at 8:00 AM Stacy Smith [Human Resources] <richasa@nv.ccsd.net> wrote:
Good Morning Michael,

Thank you for your follow-up email. Based on our current negotiated agreement, our interpretation differs from your understanding of the terms.

Additionally, it would not be equitable to offer a manual override for a single employee, as other employees who are centrally assigned but work in Title I schools are not eligible. I would recommend that you file a grievance with your union representative, as this will allow for a formal legal review of the matter. If there is a misunderstanding of the negotiated terms, it may benefit all centrally assigned employees.

Warm regards,

Stacy A. Smith

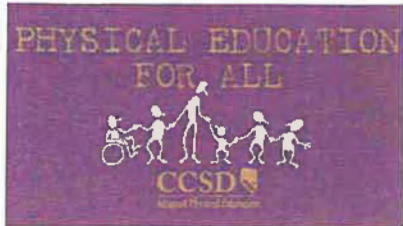
On Wed, Apr 15, 2026 at 4:40 PM Michael English [Auxiliary Services] <englim@nv.ccsd.net> wrote:

Thank you for your response. However, I believe there is a misunderstanding regarding the criteria for Special Education teachers for the 2025-2026 school year.

The negotiated agreement for this year specifically states: 'Special education teachers who spend the majority of their assigned duties teaching students in a classroom in a Title I school that does not meet the above vacancy threshold shall also receive the additional compensation.'

Because I am a licensed Special Education teacher assigned 100% to Title I schools, the 'qualifying vacancy rate' is not an applicable requirement for my eligibility. I am requesting a manual override of the automated denial, as I meet the two remaining criteria: Special Education licensure and 100% Title I instructional assignment.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Wed, Apr 15, 2026 at 3:52 PM Stacy Smith [Human Resources] <richasa@nv.ccsd.net> wrote:

Good Afternoon Michael English,

Thank you for your inquiry regarding eligibility under Assembly Bill 398 (AB 398).

As outlined in the February 2026 communication, this funding provides additional compensation for licensed employees serving in hard-to-fill, high-vacancy positions at qualifying Title I schools. Eligibility is based on multiple criteria established through AB 398 and the negotiated agreement between CCSD and CCEA.

Specifically, eligible employees must:

- Be assigned to a qualifying Title I school that meets the required vacancy threshold; and
- Serve in a classroom position or spend the majority of their assigned duties providing direct instruction to students.

While the communication clarifies that self-contained status is not required for special education teachers, all eligibility criteria, including assignment to a qualifying Title I school, must be met.

Based on our review, your current assignment is not tied to a specific qualifying Title I school site. As a result, your position does not meet the eligibility requirements for this AB 398 funding.

At this time, eligibility determinations are not only based on a single job code or position control element, but rather on the combination of assignment and school eligibility as outlined above.

We appreciate you reaching out for clarification.

Warm Regards,

Stacy A. Smith, Assistant Human Resources Officer

----- Forwarded message -----

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>

Date: Wed, Apr 15, 2026 at 12:25 PM

Subject:

To: Pam Krill [Human Resources] <krillpm@nv.ccsd.net>, Janelle Sazon-Valdez [Human Resources] <sazonj@nv.ccsd.net>

I am requesting a formal written determination regarding my eligibility for the AB 398 retention bonus. Please provide the specific 'Job Code' or 'Position Control' criteria used to disqualify my position. Specifically, please explain how my disqualification aligns with the Feb 19th memo which states that (1) majority of duties must be teaching students and (2) self-contained status is not required. I meet both of those stated criteria. Thank you.

Michael English

Adapted Physical Education Teacher
315-406-8773



--

Kind Regards,



Janelle Sazon-Valdez, MBA

Director II, Employee Contracts and Compensation
Human Resources Unit
Licensed Contracting Services

2832 East Flamingo Road
Las Vegas, NV, 89121

Phone: 702-799-2812

Email: sazonj@nv.ccsd.net

ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

The information in this email message may contain legally privileged and confidential information intended only for the use of the individual(s) or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this email is strictly prohibited. If you, the reader of this message, are not the intended recipient and have received this email in error, please notify the sender by reply email immediately, so that we can arrange for proper delivery, and then please delete the message from your inbox and destroy any hard copies printed. Thank you.

--

Stacy A. Smith

MSML
Assistant Human Resources Officer
0032
Human Resources Unit



2832 East Flamingo Road
Las Vegas, Nevada 89121

Phone: 702-799-2991

WAN: 0099-5459

Cell phone 725-249-7521

Email: richasa@nv.ccsd.net

ccsd.net

Michael English (Complainant)

Opposition to CCSD's Motion to Dismiss

FILED
July 17, 2026
State of Nevada
E.M.R.B.
8:13 a.m.

1 **Michael Paul English**
2 **1692 Wicklow Way**
3 **Henderson, NV 89014**
4 **315-406-8773**
5 **Michael.English1120@Gmail.com**

6
7 ***Complainant, Pro Se***

8
9 **STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10
11
12 **Michael Paul English,**

CASE NO.: 2026-012

13
14 **Complainant,**

15
16 **vs.**

**COMPLAINANT'S OPPOSITION TO RESPONDENT
CLARK COUNTY SCHOOL DISTRICT'S MOTION TO
DISMISS**

17 **CLARK COUNTY SCHOOL**
18 **DISTRICT, a Political**
19 **Subdivision of the State of**
20 **Nevada; and CLARK**
21 **COUNTY EDUCATION**
22 **ASSOCIATION, a**
23 **Recognized Employee**
24 **Organization,**

25
26
27
28 **Respondents.**

I. INTRODUCTION

Complainant, Michael English, proceeding *in propria persona* (self-represented), hereby submits this Opposition to Respondent Clark County School District's ("District" or "CCSD") Motion to Dismiss Complaint.

The District's Motion should be denied. CCSD attempts to frame a severe statutory labor dispute as a simple, routine contract grievance. In reality, Complainant has sufficiently alleged prohibited labor practices under NRS 288.270. Dismissal at this stage is legally impermissible because the District's defense relies entirely on assertions outside the written contract. This case rests on core, deeply disputed issues of material fact that can only be resolved through the discovery process and an evidentiary hearing:

- **The Existence and Scope of an Alleged Unwritten Eligibility Restriction:** The District's reliance on an alleged, unwritten "understanding" to deny contractually earmarked funds establishes a disputed material fact. The District admits it is administering state-mandated retention funds (Assembly Bill 398) based on unwritten "parameters" that do not appear in the ratified text of Article 26-19. Because the existence, scope, and legitimacy of this unwritten restriction are heavily disputed, the Board must deny dismissal to allow targeted discovery into how these public funds are actually being administered.
- **Disparate Treatment and Arbitrary Application of Policy:** The District claims it has a uniform "itinerant restriction" that excludes Adapted PE teachers. Yet, the District's own written records show it approved and paid up to \$5,000 to other itinerant Adapted PE teachers in Complainant's exact department, holding the identical C6000 job code—

specifically, colleague Brennan Utt among others (*See Exhibit A*). Singling out Complainant while allowing identical colleagues to keep their funds constitutes arbitrary discrimination for "personal reasons" under NRS 288.270(1)(f).

- **The Absolute Necessity of Discovery:** The District's defense hinges entirely on an unwritten, unratified "mutual understanding" allegedly reached during bargaining negotiations. The District cannot rely on undisclosed negotiation history to throw this case out while simultaneously blocking Complainant from using discovery to inspect that very negotiation history.

Because the parties fundamentally dispute the existence, timing, and administrative implementation of this unwritten "understanding," the Board must deny the Motion to Dismiss and allow this case to proceed to discovery so the truth can be uncovered.

II. LEGAL STANDARD FOR A MOTION TO DISMISS

The EMRB evaluates a Motion to Dismiss similarly to Nevada courts under NRCP 12(b)(5). A complaint should not be dismissed unless it appears beyond a doubt that the complainant could prove no set of facts that would entitle them to relief. Furthermore, the Board must accept all factual allegations in the Complaint as true and construe all reasonable inferences in the light most favorable to the non-moving Complainant.

At this preliminary pleading stage, a complainant is not required to prove their entire case with absolute evidentiary certainty; rather, Nevada is a "notice pleading" jurisdiction. A pleading is legally sufficient if it provides the opposing party with fair notice of the nature of the claims and

1 the grounds upon which they rest. *See, e.g., Western States Constr., Inc. v. Michoff*, 108 Nev.
2 931, 936, 840 P.2d 1220, 1223 (1992).

3
4 Furthermore, as a self-represented litigant, Complainant's pleadings must be held to a less
5 stringent standard than formal pleadings drafted by experienced labor attorneys. *See Haines v.*
6 *Kerner*, 404 U.S. 519, 520 (1972). The Nevada Supreme Court has similarly reinforced that
7 courts and agencies should lean toward resolving disputes on their merits rather than
8 dismissing them over technical, pro se procedural drafting errors. *See, e.g., Rodriguez v. Fiesta*
9 *Palms, LLC*, 134 Nev. 654, 659, 428 P.3d 255, 258-59 (2018) (noting the policy favoring
10 disposition of cases on their substantive merits).

11
12
13 Accordingly, the Board should look to the underlying substance of Complainant's allegations
14 rather than any technical deficiencies in form, and resolve any procedural doubts in favor of
15 allowing the case to proceed to the evidentiary stage.

16 17 **III. ARGUMENT**

18 19 **A. The EMRB Possesses Clear Jurisdiction Over This Dispute Because** 20 **CCSD's Actions Constitute a "Unilateral Change" and a Prohibited Practice**

21
22 The District argues that this is a simple contract dispute that belongs exclusively in the
23 grievance-arbitration process, outside the EMRB's jurisdiction. This is a severe
24 mischaracterization of the claims.

25
26 While the EMRB generally does not hear standard contractual grievances, it **retains absolute**
27 **jurisdiction** when an employer's interpretation or enforcement of a contract rises to the level of
28

1 a prohibited labor practice (PLP) or a unilateral change to bargained terms without bargaining in
2 good faith. A unilateral change to mandatory subjects of bargaining—such as salary and
3 monetary incentives—directly violates the statutory obligation to bargain in good faith under
4 NRS 288.270(1)(e). Therefore, the core of this matter is an unfair labor practice, placing it
5 squarely within the EMRB's statutory jurisdiction.
6

7
8 In its Motion to Dismiss, the District correctly notes that this Board determines whether a
9 unilateral change has occurred by applying a three-part comparative test: evaluating the
10 established terms of employment *before* the alleged change, evaluating the terms *after* the
11 change, and comparing the two. *Service Empl. Int'l Union, Local 1107 v. Clark County*, Item No.
12 713A, EMRB Case No. A1-04596 (2010). Applying the District's own cited authority to the
13 allegations in the Complaint demonstrates that Complainant has sufficiently pleaded a prima
14 facie case of a prohibited unilateral change, which requires factual development through
15 discovery rather than dismissal:
16

- 17 • **The Terms Before:** The established baseline of Complainant's role (C6000 Adapted
18 Physical Education) was explicitly recognized as a qualifying Special Education position
19 fully eligible for state-level retention funding structures, further reinforced by an active,
20 official Critical Labor Shortage (CLS) designation by the District (*See Exhibit B*).
21
- 22 • **The Terms After:** The District retroactively applied an unnegotiated, unwritten "itinerant
23 rule" to completely exclude Complainant and selectively deny identical state-level
24 retention funds based on arbitrary location metrics, rather than job title or qualifications.
25
- 26 • **The Comparison:** A comparison of the two periods demonstrates that the District
27 fundamentally altered the baseline compensation eligibility for Complainant's specific job
28

1 code without changing a single word of the written collective bargaining agreement, or
2 bargaining in good faith over the change.
3

4 By the District's own legal definition and cited authority, this shift constitutes a *prima facie* (clear
5 on its face) unilateral change. Because the District unilaterally altered the baseline application of
6 legislative funds (Assembly Bill 398) to mandatory subjects of bargaining, this matter represents
7 a statutory prohibited labor practice that sits squarely within the primary jurisdiction of the
8 EMRB.
9

10 11 **B. The District's Defense is Contradicted by Direct Precedent, Official** 12 **Classifications, and Documented Disparate Treatment** 13

14
15 The District's assertion that Complainant is contractually ineligible because of an unwritten
16 "itinerant rule" is an entirely retroactive standard invented to deny contractually earmarked
17 funds. The District's defense is materially undermined by several objective facts reflected in the
18 record:
19

- 20 1. **The Critical Labor Shortage Contradiction:** The District claims Complainant's position
21 does not qualify as a severe vacancy or "hard-to-fill" role. However, the District's own
22 administrative records officially classify Complainant's exact job code as a **Critical**
23 **Labor Shortage (CLS)** position (*See Exhibit B*). The District cannot logically argue a
24 position is not "hard-to-fill" to deny current employees their compensation, while
25 simultaneously declaring it a "critical shortage" to legally recruit retirees.
26
27
28

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
2. **The Binding Precedent of SB 231:** Under the previous legislative funding cycle (Senate Bill 231), the District and CCEA explicitly executed a Memorandum of Agreement acknowledging that Complainant's exact role was fully eligible for state retention funds. Attachment A, Section II of that signed agreement explicitly lists **"Special School Adapted Physical Education & Adapted Physical Ed | ADAPT PHYS ED | C6000"** as a qualifying position. The logic governing those state-level retention funds applies identically to the current dispute. (*See Exhibit C*).
3. **The Current Contract Explicitly Protects Non-Self-Contained Roles and Lacks Any "Itinerant" Exclusions:** Nowhere in the collective bargaining agreement does it state that an employee must be a "teacher of record" or restricted to a single school site to qualify for these funds. To the contrary, the 2025-2027 Negotiated Agreement clearly states that if you are a **Special Education Teacher**, teach at **Title 1 schools**, and spend a **majority of your duties teaching students**, you qualify for the AB 398 \$5,000 retention differential. Complainant perfectly meets all three of these necessary, contractually mandated criteria to qualify for this funding:
- **Special Education Teacher:** Complainant is an Adapted Physical Education Specialist under job code C6000, requiring a specialized NDE Special Education endorsement (*See Exhibit D*).
 - **Title 1 Schools:** Complainant's caseload is comprised entirely of students from the five Title 1 schools he services (Harley Harmon ES, Jim Thorpe ES, Harriet Treem ES, Francis Cortney MS, and William Orr MS).

- **Instructional Duties:** Complainant spends the vast majority of his contracted hours providing direct, hands-on instruction to students with disabilities to help them access the physical education curriculum.

The negotiated agreement makes no reference to having to be a "teacher of record" or assigned to just one physical building in order to qualify, and there are absolutely no "itinerant" exclusions anywhere to be found in the text. Rather, the contract explicitly notes that:

"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" (See Exhibit E).

By inventing a "teacher of record" or "geographic location" requirement after the contract was ratified, the District is attempting to unilaterally insert restrictive terms into a binding agreement.

4. **The District's Official Job Description Proves All APE Specialists Are Classed Identically as Itinerant Special Education Teachers:** The District's attempt to assert a geographic or "itinerant" exclusion to deny Complainant his compensation is completely fabricated. According to the District's own official job description for the position—"Teacher - Adapted Physical Education Specialist" (Job Code C6000)—the role is explicitly defined as a single, unified classification: *"This is an itinerant position requiring travel with APE staff providing services to all schools in the Clark County School District..." (See Exhibit D).* There is no separate, non-itinerant "school-based" job description for Adapted PE. Every single educator under the C6000 code is hired under this exact document, is placed on the identical *"Licensed Employee Salary Schedule,"* writes the same IEPs, and is required to hold the identical state-mandated special education adapted PE teaching endorsement (See Exhibit D). Under Nevada

1 public employment standards, because Complainant and his paid colleagues share the identical
2 job description, duties, and licensing requirements, the District cannot selectively apply an
3 unwritten geographic rule to pay some while denying others.
4

5
6 **5. Admission of Disparate Treatment and a Clear Dispute of Material Fact:** The District
7 is well aware that other itinerant educators within Complainant's exact department, holding the
8 identical C6000 job code, successfully received these state retention funds. Specifically, on April
9 24, 2026, the District issued an official "Notification of Eligibility for Assembly Bill 398 Additional
10 Compensation" to Complainant's departmental colleague, Brennan Utt, confirming his absolute
11 eligibility for up to \$5,000 under Section 26-19 of the 2025-2027 Negotiated Agreement (See
12 *Exhibit A*). Furthermore, multiple other itinerant Adapted Physical Education teachers within
13 Complainant's exact department similarly qualified for and received these funds; their identical
14 treatment can be conclusively verified through a review of the District's payroll records or via
15 personal testimony at an evidentiary hearing.
16

17
18 The District has explicitly chosen not to issue overpayment notices or claw back those funds
19 from Brennan Utt or other similarly situated itinerant colleagues. If the District's "itinerant rule"
20 were a uniform contractual mandate as they claim, allowing identical employees to retain the
21 funds while strictly denying them to Complainant constitutes blatant disparate treatment and
22 arbitrary enforcement in violation of NRS 288.270.
23

24 In its Answer, the District issued a blanket denial regarding the assertion that identical itinerant
25 colleagues received and maintained these funds. This defense is directly contradicted by the
26 District's own written communications. At a minimum, this highlights a profound and genuine
27 dispute of material fact. If the District is asserting that a uniform policy is being consistently
28

1 enforced, Complainant is entitled to verify the payroll records of the department through the
2 discovery process and an evidentiary hearing. Because the parties fundamentally disagree on
3 the factual and administrative reality of how these funds were distributed, dismissal at this stage
4 is legally impermissible.

5
6 **6. Administrative Acknowledgment by the Superintendent:** The validity of
7 Complainant's position was directly acknowledged by CCSD Superintendent Jhone Ebert.
8 During an in-person legislative meeting, Superintendent Ebert personally assured Complainant
9 that this specific structural compensation issue was actively "being resolved in [Complainant's]
10 favor." Rather than honor this directive or resolve the issue in good faith, the District just
11 recently chose to unilaterally distribute a residual \$645 surplus per payee to flush out the
12 account balances while continuing to exclude Complainant from the full statutory allocation.
13
14
15

16 **C. The District's Reliance on an Alleged Unwritten "Mutual Understanding" Establishes a**
17 **Disputed Material Fact Requiring Discovery, Not Dismissal:**
18

19 CCSD has chosen not to rely solely upon the plain, written language of Article 26-19 of the
20 ratified Negotiated Agreement. Instead, they ask the Board to dismiss Complainant's claims
21 based upon an alleged unwritten "mutual understanding" reached during negotiations that
22 purportedly excludes centrally assigned or itinerant Adapted Physical Education teachers from
23 eligibility.
24

25 Having made this alleged unwritten bargaining history a material component of their defense,
26 Respondents should be required to substantiate that defense with evidence rather than obtain
27
28

1 dismissal based solely upon their own self-serving characterizations of what occurred during
2 negotiations.

3
4 At this stage of the proceedings, the Board is not asked to determine whether Respondents'
5 asserted "mutual understanding" ultimately existed or whether it is legally enforceable. Rather,
6 the issue is whether Respondents' own reliance upon an unwritten agreement creates disputed
7 factual questions requiring evidentiary development. It plainly does.

8
9 **• Respondents Rely Upon an Alleged Restriction That Does Not Appear in the**
10 **Ratified Agreement**

11 The written, ratified Agreement contains no express provision excluding centrally assigned
12 employees, itinerant teachers, C6000 Adapted Physical Education teachers, or employees
13 assigned to multiple qualifying schools. Respondents instead rely upon an alleged unwritten
14 "understanding" to supply a major eligibility restriction that does not appear anywhere on the
15 face of the contract.
16

17 Collective bargaining agreements are generally interpreted according to ordinary principles of
18 contract interpretation. While bargaining history may assist in resolving genuinely ambiguous
19 contractual language, Respondents cannot obtain dismissal merely by asserting that an
20 unwritten understanding exists without establishing the existence, scope, timing, and contractual
21 significance of that alleged understanding. If Respondents contend that an unwritten eligibility
22 restriction governs this case, the existence and legitimacy of that restriction is itself a material
23 factual issue requiring proof.
24

25 **• Article 43 Demonstrates That the Parties Established a Formal, Exclusive**
26 **Process for Contract Modifications**
27
28

1 The Negotiated Agreement itself establishes a formal, mandatory procedure governing post-
2 ratification modifications. **Article 43 ("Post-Ratification Modification Process")** provides that
3 any agreements reached through post-ratification negotiations must be presented to the Board
4 of School Trustees for approval, after which approved terms become formally incorporated into
5 the Agreement (See Exhibit F).

6
7 Article 43 demonstrates that the parties recognized that any negotiated changes affecting
8 licensed employee compensation must be documented, approved, and formally incorporated to
9 be contractually enforceable.

10
11 If Respondents contend that this alleged itinerant exclusion arose *after* ratification, they must
12 identify the formal Article 43 process through which that restriction was approved and
13 incorporated.

14
15 Conversely, if they contend it existed *prior* to ratification, they must produce the
16 contemporaneous bargaining proposals, drafts, or bargaining notes demonstrating that the
17 restriction was actually negotiated, and explain why a material limitation was omitted from the
18 final ratified text.

19 Under either theory, Respondents' reliance on this "understanding" presents factual questions
20 requiring discovery.

21
22 • **Respondents' Defense Creates Direct and Deep Disputes of Material Fact**

23
24 The District's Motion places several critical factual issues directly in dispute:

- 25
26 1. **The Origin:** When was the alleged itinerant exclusion first created, and what were its
27 precise terms?
28

2. **The Authority:** Who negotiated and approved the restriction, and by what contractual authority did it become enforceable against bargaining-unit employees?
3. **The Documentation:** Where are the contemporaneous bargaining proposals, draft language, or side agreements establishing that this restriction was actually negotiated?
4. **The Consistency:** How can Respondents reconcile the alleged exclusion with evidence that another C6000 Adapted Physical Education teacher, Brennan Utt, was notified of eligibility and paid under the same program (See Exhibit A)?

Each of these questions concerns disputed material facts that cannot properly be resolved solely through Respondents' litigation assertions.

- **Targeted Discovery is Mandatory Before the Board Can Evaluate This Defense**

Respondents ask the Board to accept their unilateral characterization of an unwritten bargaining history as an established fact while simultaneously denying Complainant any meaningful opportunity to examine the evidence upon which that defense depends. Fundamental fairness requires otherwise.

Complainant is entitled to seek targeted discovery of, at minimum, the following critical materials to test this history:

1. All drafts of Article 26-19 exchanged between CCSD and CCEA during negotiations.
2. All proposals and counterproposals concerning eligibility criteria for these funds.
3. All communications, emails, and notes between CCSD and CCEA concerning "itinerant", "centrally based", or "centrally assigned" employees, as well as Adapted Physical Education (APE) teachers under Job Code C6000.
4. Any document formally memorializing the alleged "mutual understanding" referenced in the District's Motion.

5. The exact date the alleged itinerant exclusion was first formulated and documented, and the identities of the specific administrative and union representatives who allegedly agreed to it.
6. Any ratification materials distributed to union members describing the exclusion.
7. Any written implementation guidance regarding Article 26-19 given to HR, payroll, or department administrators.
8. A de-identified list of all employees under job code C6000 who were approved or denied the retention funds.
9. Records sufficient to establish the exact eligibility criteria applied to Brennan Utt as compared to Complainant.
10. Documents concerning any determination by the District that payments to C6000 itinerant teachers were "erroneous," including any recovery or claw-back actions.

- **Dismissal is Premature at This Preliminary Stage**

Whether the alleged itinerant exclusion resulted from pre-ratification bargaining, a post-ratification modification, or a subsequent litigation position cannot be determined solely from Respondents' assertions. Respondents have placed the existence, content, legitimacy, and implementation of this alleged "mutual understanding" directly at issue.

Those issues require factual development through discovery. If the unwritten agreement is sufficiently important to defeat Complainant's statutory claims, then its actual existence is sufficiently important to require proof.

Accordingly, Respondents' reliance upon an alleged unwritten bargaining understanding does not eliminate the controversy before the Board—it establishes the existence of genuine disputes of material fact that preclude dismissal at this preliminary stage.

D. The Complaint is Timely and Procedurally Sound

The District asserts in its Motion that the Complaint is untimely or procedurally deficient. This argument is not supported by the timeline and established Nevada labor law. Under NRS 288.110(4), a complaint must be filed within six (6) months of the occurrence of the alleged prohibited labor practice. The EMRB has long held that this six-month limitation period does not begin to run until the Complainant receives clear, unequivocal, and final notice of the violation. Complainant was not issued a final, definitive denial of the AB 398 retention funds until receiving an email on June 3rd, 2026 from RoAnn Triana, the Chief Human Resources Officer at CCSD. Complainant filed with the EMRB on June 16th, 2026 just 13 days after exhausting all his administrative remedies, well within the six-month statutory window and making the complaint entirely timely. Dismissal on procedural or timeliness grounds is legally unwarranted.

E. The District's Request for Attorney's Fees is Baseless and Should Be Denied

The District's request for attorney's fees under NRS 288.110(6) is standard boilerplate intimidation intended to chill individual employee rights and deter self-represented litigants from seeking justice. Under established EMRB precedent, the Board only awards attorney's fees in extraordinary circumstances where a party's claims are completely frivolous, vexatious, or brought solely to harass. A good-faith dispute brought by an individual employee regarding their statutory compensation and collective bargaining rights can never be characterized as such.

This case presents highly complex, unresolved questions regarding how state-level legislative appropriations (Assembly Bill 398) interact with local collective bargaining agreements, and

1 whether an employer can enforce unwritten, unratified eligibility metrics.

2
3 By the District's own admission, it is administering these public funds based on an unwritten
4 "mutual understanding" rather than the plain language of the contract. For the District to suggest
5 that an individual public school teacher is acting in "bad faith" or being "frivolous" by asking the
6 Board to examine this secret, unwritten policy is wholly untenable.
7

8
9 Because this good-faith dispute raises genuine, deeply material issues of labor law and contract
10 administration, the District's request for attorney's fees is completely meritless and must be
11 denied.
12
13

14 **F. The District's Actions Constitute Unlawful Discrimination for "Personal** 15 **Reasons" Under NRS 288.270(1)(f)**

16
17 The District erroneously claims that because Complainant does not allege discrimination based
18 on a standard protected civil rights class, no prohibited practice has been stated. This ignores
19 the express statutory language of the Employee-Management Relations Act.

20 NRS 288.270(1)(f) explicitly makes it a prohibited practice for a local government
21 employer to willfully "*discriminate because of race, color, religion, sex... or because of*
22 *political or personal reasons or affiliations.*"
23

24 The EMRB has long held that "personal reasons" discrimination occurs when an employer
25 treats similarly situated employees differently based on arbitrary, non-meritorious factors
26 or plain favoritism, rather than a uniformly applied policy.
27
28

1 Here, the District is well aware that other itinerant educators within Complainant's exact
2 department, holding the identical C6000 job code, successfully received these state
3 retention funds. The District has chosen not to claw back those funds. Denying these
4 exact funds to Complainant—while allowing identically situated coworkers to keep them—
5 cannot be excused as a mere "contract dispute." It is a textbook manifestation of unequal,
6 arbitrary treatment driven by personal or non-contractual reasons. Because Complainant
7 has properly alleged disparate treatment lacking any rational or contractual basis, a
8 prohibited practice under NRS 288.270(1)(f) has been fully stated, establishing the
9 Board's clear jurisdiction.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV. CONCLUSION

CCSD has made their alleged unwritten bargaining history a material part of their defense.

Having done so, they should be required to substantiate that defense with evidence rather than obtain dismissal based solely upon their own characterization of what allegedly occurred during negotiations.

At a minimum, this evidence raises a genuine dispute of material fact. For the foregoing reasons, Complainant respectfully requests that the Board deny the District's Motion to Dismiss and permit this matter to proceed to discovery and an evidentiary hearing.

In the alternative, to the extent the Board concludes that the present record is insufficient to determine the existence, timing, content, or legal effect of the alleged "mutual understanding" relied upon by the Respondent, Complainant respectfully requests that disposition of this Motion to Dismiss be deferred until reasonable, targeted discovery concerning that alleged unwritten understanding and its implementation has been completed.

Dated this 17th day of July, 2026.

Respectfully submitted,

Michael Paul English
1692 Wicklow Way
Henderson, NV 89014
315-406-8773
Michael.English1120@Gmail.com

Complainant, Pro Se

INDEX OF EXHIBITS

EXHIBIT A: Copy of the official Clark County School District "Notification of Eligibility for Assembly Bill 398 Additional Compensation" issued to Adapted Physical Education Teacher Brennan Utt.

EXHIBIT B: Copy of District administrative records confirming the classification of Complainant's role as a Critical Labor Shortage (CLS) position.

EXHIBIT C: Copy of the 2023-2025 SB 231 Memorandum of Agreement (Attachment A, Section II), explicitly listing "ADAPT PHYS ED | C6000" as a qualifying position.

EXHIBIT D: Clark County School District Official Job Description: "Teacher - Adapted Physical Education Specialist, Student Services Division (SSD)" (Job Code C6000).

EXHIBIT E: Copy of the relevant page from the Collective Bargaining Agreement noting that Special Education personnel do not need to be in a self-contained classroom to qualify for specialized/SPED compensation allocations.

EXHIBIT F: Copy of Article 43 ("Post-Ratification Modification Process") of the 2025-2027 CCSD-CCEA Negotiated Agreement.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 17th day of July, 2026, I served a true and correct copy of the
3 foregoing **Complainant's Opposition to Clark County School District's Motion to Dismiss**
4 via Electronic Service (per agreement) to the following parties of record:
5

6
7 **Office of the General Counsel**
Clark County School District
8 5100 W. Sahara Ave., Las Vegas, NV 89146
penaec@nv.ccsd.net
9 herrec4@nv.ccsd.net
foleybj@nv.ccsd.net
10

11 **CCEA Legal Counsel**
Clark County Education Association
12 % John Vellardita, Executive Director
4230 McLeod Dr., Las Vegas, NV 89121
13 ddabaghian@ccea-nv.org
14

15
16 By:  _____

17 Michael Paul English
18 1692 Wicklow Way
Henderson, NV 89014
19 315-406-8773
20 Michael.English1120@Gmail.com

21 *Complainant, Pro Se*
22
23
24
25
26
27
28

EXHIBIT A

Notification of Eligibility for Assembly Bill 398 Additional Compensation

Inbox



Licensed C... 8:02 AM

to me ▾



Dear Brennan Utt,

We are pleased to inform you that you have been identified as eligible for additional compensation in accordance with Section 26-19 of the 2025-2027 Negotiated Agreement between the Clark County School District ("CCSD") and the Clark County Education Association ("CCEA") ("Agreement").

For Fiscal Year 2026, you will receive additional compensation in the amount of up to \$5,000. On Friday, April 24, 2026, you will begin to receive this additional compensation in each paycheck, prorated over the year. On the same paycheck, you will also receive retroactive pay from the beginning of the contract year through the pay period ending Wednesday, April 15, 2026. You will continue to receive prorated compensation in each paycheck until you have been paid \$5,000 or until all funds have been expended. It is possible that funds will be exhausted before you receive the entire \$5,000.

EXHIBIT B



Clark County School District

Critical Labor Shortage Positions 2026–2028 Information

Overview

The Critical Labor Shortage (CLS) enables Nevada school districts to hire retired employees into hard-to-fill positions, as authorized under Nevada Revised Statutes 286.523 (formerly Assembly Bill 555). The purpose of the CLS is to support recruitment and retention in positions experiencing persistent labor shortages.

Under Nevada law, each school district's Board of Trustees designates which positions qualify as CLS. Designations must be supported by documented evidence and reflect all reasonable efforts made to fill positions through standard recruitment methods.

On December 11, 2025, the Clark County School District Board of Trustees approved the CLS positions for July 1, 2026, through June 30, 2028. A list of [CLS positions](#) for support professionals and licensed employees is available for your review.

Contact Information

For more information, please contact your Talent Acquisition Team (TAT) director at (702) 799-2992, option 1. Click the link below for the list of school assignments by TAT.
[School & Dept Assignments 1.8.26 - Current Directory.pdf](#)

Job Code	Licensed Positions
C6000	Adapted Physical Education Teacher
C4000	Agri Bus/Natural
C2000	Agriculture
C2455	Algebra II/Geometry Teacher
C3020	Art
C2021	Art & Humanities 9-12
C2020H	Art 9-12
C1100	Art Teacher - Elem
C2020	Art Teacher HS
C8190	Audiology K-12
C6040	Autism Teacher ES
C3502	Band
C2502	Band Teacher HS
C2640	Biological Science Teacher
C2646	Biological Science Teacher 7-12
C2650	Biology
C2670	Chemistry
C1090	Combined Grades Teacher
C3060	Computer App
C2060	Computer Applications Teacher
C2050	Computer Science Teacher
C5020	Construction & Carpentry Teacher
C5450	Criminology Teacher
C2632	Cybersecurity Teacher
C2070	Dance Teacher HS
C4240	Digital Gaming Teacher
C4970	Drafting
C2120	Drama/Theatre
C2080	Driver Ed

Job Code	Licensed Positions
C6030	Ear Childhd Sp Ed
C1305	Early Childhood Education, Pre Kindergarten Teacher
C6032	Early Childhood Inclusion
C6033	Early Childhood Inclusion/Early Childhood Special Education Teacher
C3680	Earth Science Teacher MS
C6041	ECSE Autism-KIDS
C6030N	ECSE-Co-Nvr
C6030T	ECSE-Co-Title Teacher
C8061	Employee Health Nurse - RN
C4882	Energy Technologies
C4940	Engineering Technology Teacher
C2140	English Composition Teacher
C8091	English Language Learner Specialist
C3136	English Teacher 6
C5505	Ethnic Music Teacher
C5500	Ethnic Music Teacher HS
C2410	Family/Cnsumr Sci
C2020A	Fine Arts & Humanities 9-12
C5309	Fire Science Teacher
C5585	Folklore Dance Teacher MS
C2811	Forensic Science Teacher
C2320	French Teacher
C6051	Gen RR HS
C6052	Gen RR MS
C6050	General Resource Teacher
C3746	General Sci 6
C3740	General Science Teacher 7-8
C3870	Geography Teacher

Job Code	Licensed Positions
C2750	Geology Teacher
C5061	Graphic Design Teacher
C2505	Guitar
C3505	Guitar Teacher
C3400	Health
C4490	Health Occ*
C2400	Health Teacher
C2552	High School Physical Education (Co-Ed) Teacher
C3880	History Teacher (7-8)
C8162	Homebound Sdy
C4660	Hospitality Travel Tourism
C1400	Humanities Teacher ES
C8010	K-12 Counselor
C8020	K-12 Counselor
C6320	K-12 Functional Life Skills Teacher
C6055	K-12 General Resource Teacher
C8040	K-12 Library
C6330	K-12 Life Skills (LIF)
C6090	K-12 Social/Emotional Teaching and Reinforcement (STAR)
C6072	K-12 Specialized Diversely Challenged Teacher
C6070	K-12 Specialized Learning Disabled Teacher
C3806	Life Science Teacher (6)
C3800	Life Science Teacher 7-8
C8032	Magnet Recruit Co
C4951	Manufacturing Teacher
C3450	Math 7-8 Teacher
C2456	Math Minor Teacher 7-12
C2450	Math Teacher
C3456	Math Teacher (6)

Job Code	Licensed Positions
C3470	Math, Algebra 1
C3452	Math, Pre Alg 7-8
C2453	Math/Alg 1
C4220	Media Occupations Teacher
C3552	Middle School Physical Education (Co-Ed) Teacher
C2500	Music
C3500	Music
C1250	Music Teacher ES
C6053	OCC/Transitional
C2504	Orchestra/Strings Teacher
C8300	Orient/Mobil Spec
C4040	Ornamental Hort
C2020B	Photography 9-12
C8180	Phys Therapist
C2551	Physical Ed Girls
C2550	Physical Education (Boys) Teacher
C3550	Physical Education (Boys) Teacher
C3551	Physical Education (Girls) Teacher
C1260	Physical Education Teacher
C2630	Physical Science
C2636	Physical Science Teacher 7-12
C3630	Physical Science Teacher 7-8
C2760	Physics
C3600	Reading 7-8
C3606	Reading Teacher 6
C2620	Reserve Officers Training Corps (ROTC) Teacher
C1099	Responsible Teach
C2631	Robotics Teacher
C2625	ROTC Assistant Teacher

Job Code	Licensed Positions
C8060	School Nurse - Half Time
C8077	School Police Social Worker
C8070	School Psychologist
C6075	SDC-LD
C2840	Social Studies
C3846	Social Studies Teacher 6
C3840	Social Studies Teacher 7-8
C8080	Social Worker
C2380	Spanish
C3380	Spanish 7
C3385	Spanish I Teacher 8
C3386	Spanish Teacher (6)
C8135	Special Education Behavior Mentor
C8132	Special Education Itinerant Specialist
C6321	Sped Found Skills
C6322	Sped Found Skills
C6324	Sped Found Skills
C6331	Sped Life Skills
C6332	Sped Life Skills
C6110	Speech & Language Pathologist
C5750	Sports Medicine Teacher
C3504	Strings
C2920	Student Council
C8100	Sub Teacher
C6010	Teacher of the Deaf
C6120	Teacher of the Visually Impaired
C4200	Teaching & Training Teacher
C2261	TESL English Teacher
C3261	TESL English Teacher MS

Job Code	Licensed Positions
C2265	TESL Intervention Teacher
C1120	TESL, Elem
C4460	Theater Occupations Teacher
C2460	Trigonometry/Calculus Teacher
C2503	Vocal/Chorus
C3503	Vocal/Chorus Teacher MS
C2020A	Fine Arts & Humanities 9-12
C2020B	Photography 9-12
C2020H	Art 9-12
C2021	Art & Humanities 9-12
C4290	Marketing & Distribution Teacher
C4910	Electrical Technology Teacher
C4950	Manufacturing Teacher
C4971	Industrial Maintenance Teacher
C5310	Law Enforcement Teacher
C4201	Human and Social Service Teacher
C4880	Technology Education Teacher
C4881	Introduction to Technology (Cybersecurity) Teacher
C4491	Community Health Science
C5012	Diesel Technology
C5090	Welding Teacher
C5767	Nursing Assistant
C5700	Medical Assistant Technician Teacher
C4230	Video Production Teacher
C5760	Pharmacy Technician
C5311	Law Enforcement Teacher
C4630	Food Services Management Teacher
C2430	Automotive Technology Teacher
C4900	Architectural Teacher

Job Code	Licensed Positions
C2426	Woods Teacher
C4680	Hotel Occupations Teacher
C4890	Aeronautical Tech
C5766	Dental Assistant
C5761	Pharmacy Practice
C4740	Cosmetology
C4450	Veterinary Science
C5330	Computer Networking
C2420	Industrial Arts
C2030B	Business Law 9-12
C4440	Commercial Art
C4440A	Commercial Design 9-12
C4570	Home EC Related*
C4580	Child Care & Guid
C4580A	Child Care Assistant 9-12
C4610	Hme Furn & Equip
C4630A	Food Catering 9-12
C4910A	Electronics/Electricity 9-12
C4970A	Electric/Electrnc Draft 9-12
C5000	Automotive Svc
C5000A	Air Conditioning 9-12
C5000D	Auto Body 9-12
C5000F	Electronic Systems 9-12
C5000H	Automotive Technology 9-12
C5011	Mechanical Technology
C5020A	Brick Masonry 9-12
C5060	Graphic Arts Occ
C5090A	Welding Occupations 9-12
C5230	Occ Ind Arts*

Job Code	Licensed Positions
C5300	Air Transportation
C5312	EMT Services
C5320	Micro Comp Maint
C5768	Biomedical
C3050	Computer Programming/Computer Science Teacher
C2061	Computer Science Principles
C3061	Computer Science Discoveries
C1094	Elementary K-5 Teacher
C1375	Early Childhood Education Pre-K Teacher
C1095	Primary K-2
C1096	Intermediate 3-5
C1370	Title I Pre-K
C3265	TESL English 6 Teacher
C2230	Speech/Debate Teacher
C3120	Drama/Theater Teacher MS
C2160	English Lit
C2100	American Lit
C2180	World/Modern Lit
C2190	Journ/Publication
C2950	Yearbook
C3126	Drama/Theatre 6
C3140	English Comp 7-8
C3950	Publications
C6250	American Sign Language Teacher
C3320	French Teacher (7-8)
C2350	Japanese Teacher
C2330	German Teacher
C2310	Chinese Teacher
C2360	Latin

Job Code	Licensed Positions
C2340	Italian
C2370	Russian
C3310	Chinese 6-8
C2466	Math Major Teacher 7-12
C2262	TESL, Math
C3266	TESL Math 6
C2553	Physical Education/Health -7-12
C3070	Dance Teacher MS
C5507	Ethnic Dance
C3553	Physical Education/Health
C5580	Folklor Dnc 7-12
C2600	Reading Teacher HS
C2260	TESL Read 9-12
C3260	TESL Read 7-8
C2686	Earth Science 7-12 Teacher
C3631	Robotics Teacher MS
C2263	TESL Science Teacher
C2810	Principle of Science Teacher
C2770	Physiology
C3640	Biological Science
C2710	Engineering
C2651	Applied Biology
C2652	Biology 9
C2680	Earth Science
C3886	History Teacher 6
C2913	Criminology Teacher
C2890	Political Science Teacher
C2880	History Teacher
C2900	Psychology Teacher

Job Code	Licensed Positions
C2910	Sociology
C2264	TESL, Social Stdy
C2266	TESL, Soc Std HS
C2860	Ethnic Studies
C2870	Geography
C6030C	Early Childhood Special Education Teacher
C6030P	ECSE-Co-Pcfp
C6111	Spch/Lang ECSE
C8140	Occupational Therapist - Half Time
C8079	Clinical Social Worker
C8078	Licensed Clinical Social Worker

EXHIBIT C

**MEMORANDUM OF AGREEMENT BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT AND THE CLARK COUNTY EDUCATION
ASSOCIATION REGARDING DISBURSEMENT OF FUNDS FROM SENATE BILL 231**

This Memorandum of Agreement (Agreement) is entered into between the Clark County School District (District) and the Clark County Education Association (CCEA), collectively referred to as the Parties.

The Parties agree as follows:

1. In their 2023–2025 collective bargaining agreement, the District and CCEA have agreed to provide licensed bargaining unit employees with supplemental pay to be funded from the Senate Bill (SB 231) monies to be received from the State. The primary intent of these benefits is to help fill hard-to-fill and special education (SPED) positions and replace the 1.875% increase in the employee portion of the Public Employee Retirement System (PERS) contribution.

2. The Parties recognize that the actual cost of the supplemental pays for hard-to-fill and SPED positions is difficult to project given the variable employee population and may be more than the amount of the SB 231 funds the District receives from the State for CCEA.

3. The Parties agree to monitor the actual cost of the supplemental pays for the incremental 1.875%, hard-to-fill and SPED positions during the 2024–2025 school year by reviewing the reporting requirements the District is obligated to submit to Department of Education under the provisions of SB 231.

4. To address the uncertainty over the costing of the supplemental pays for hard-to-fill and SPED positions, for the 2024–2025 school year, the parties agree that the District's funding obligation for these SB 231 funded supplemental pays shall be limited to the amount of the SB 231 monies the District receives from the State for CCEA. The Parties agree the incremental 1.875% pay will continue through June 30, 2025, and will be considered in the calculation of the full exhaustion of SB 231 allocated funds. Unless the State provides the District with additional monies to specifically fund these supplemental pays in full, once the SB 231 funds received from the State are exhausted, the District shall cease any future payments of the SB 231 funded additional pays for hard-to-fill and SPED positions for the remainder of the 2024–2025 school year.

5. Nothing within this Agreement supersedes the terms and conditions in Article 41 of the 2023–2025 Collective Bargaining Agreement between CCSD and CCEA.

6. The Parties agree that only the positions listed on Attachment A are eligible to receive the supplemental funding for the hard-to-fill and SPED positions.

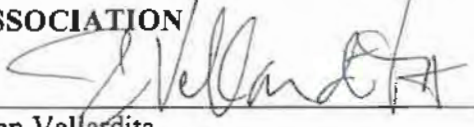
///

///

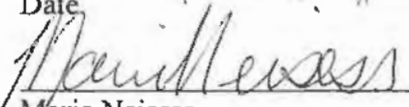
///

///

CLARK COUNTY EDUCATION
ASSOCIATION

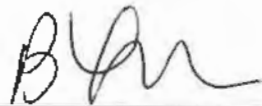

John Vellardita
Executive Director

3/28/24
Date

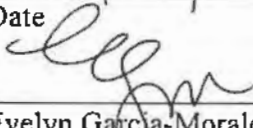

Marie Neisess
President-CCEA

3/28/24
Date

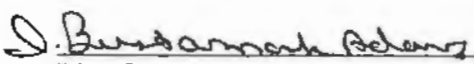
CLARK COUNTY SCHOOL DISTRICT


Dr. Brenda Larsen-Mitchell
Interim Superintendent of Schools

3/28/24
Date


Evelyn Garcia-Morales
Board of Trustees, President

3/28/24
Date


Lisa Guzman
Board of Trustees, Clerk

3/28/2024
Date

ATTACHMENT A

I. SB 231 Funding - TITLE 1 SCHOOLS WITH 5% OR MORE VACANCIES AS OF May 31, 2024

A. Qualifying Positions - only these positions that are located within a school.

NOTE - these positions qualify regardless of funding source, as the increase is covered by SB 231 funds

- Teacher;
- Learning Strategist;
- Librarian;
- Language Learning Strategist;
- Magnet Program Strategist;
- Magnet Recruiting Coordinator;
- Project Facilitator;
- School Mental Health Professional;
- Social Worker;
- Instructional Facilitator;
- Theme Coordinator; and
- Counselor

II. SB 231 Funding – SPECIAL EDUCATION

B. Qualifying Positions - only these positions that are located within a school*

NOTE - these positions qualify regardless of funding source, as the increase is covered by SB 231 funds

Description	Human Resources (HR) Title	HR Coding
Self-Contained and Resource Room	ECSE Autism-KIDS (KIDS)	C6041
	AUTISM	C6040
	Functional Life Skills (FLS)	C6320
	Life Skills (LIF)	C6330
	PACE/POST	C6100P
	SDC	C6072
	SDC-ED	C6095
	SDC-LD	C6075
	SLD	C6070
	STAR	C6090
	SPCH & LANG IMPAIR	C6110
	DHH Classroom Teacher	C6010

General Resource Room	GEN RR HS	C6051
	GEN RR MS	C6052
	GEN RR ELEM	C6050
	Gen RR School Based	C6055
Early Childhood Pre-Kindergarten	ECSE-CO-NVR	C6030N
	ECSE-Co-Title	C6030T
Special School Adapted Physical Education & Adapted Physical Ed	ADAPT PHYS ED	C6000
Deaf and Hard of Hearing Itinerant Teachers of the Deaf	Teacher of the Deaf (TOD)	C6010
Early Childhood Special Education	EAR CHLDHD SP ED (ECSE)	C6030
	EARLY CHILD INCLU (ECI)	C6032
	ECI/ECSE	C6033
	ECSE-CO-CDC	C6030C
	SPCH/LANG ECSE	C6111
Vision Teacher, Teacher of the Visually Impaired	Teacher of the Visually Impair	C6120
Audiology Special Education Specialist	AUDIOLOGY K-12	C8190
Vision Teacher, Orientation and Mobility Specialist	ORIENT/MOBIL SPEC	C8300
Homebound Special Education teacher	HOMEBOUND SDY	C8162
Homebound Teacher	HOMEBOUND SDY	C8163
Homebound Teacher, Online Teacher	HOMEBOUND SDY	C8164
Special Education Instructional Facilitator (SEIF)**	FAC SP ED	C8130

* If any of the personnel under the Special Education SB 231 qualifying positions work in a Title 1 school with 5% or more vacancies (SB 231 Title 1 schools) as determined in accordance with the Collective Bargaining Agreement, they will receive both the \$5,000 for Special Education and \$5,000 for Hard-to-Fill.

** If a SEIF works in more than one school, all schools in which the SEIF works must be on the SB 231 Title 1 schools list to qualify for the additional \$5,000 for Hard-to-Fill.

NOTE - If any licensed personnel leave a qualifying position or qualifying school, their additional pay will cease at that time.

EXHIBIT D

Teacher – Adapted Physical Education Specialist, Student Services Division (SSD)

Position Details

Division: Human Resources

Classification: Certified

Terms of Employment: [This is a salaried position assigned to the Licensed Employee Salary Schedule](#), 9 Months; Additional hours/days at the contracted rate of pay may be available.

FLSA STATUS: EXEMPT

Position Summary

The Adapted Physical Education (APE) Specialist will provide developmental or corrective instruction in support of students with disabilities to access the general physical education curriculum. This is an itinerant position requiring travel with APE staff providing services to all schools in the Clark County School District, including schools in outlying rural areas. Each APE specialist is assigned schools within a region and team. APE teachers are assigned to teach all grade levels K–12. This person is expected to adhere to the District *Professional Domains and Standards for Licensed Employees* and will report directly to the APE coordinator, SSD.

Essential Duties and Responsibilities

The list of Essential Duties and Responsibilities is not exhaustive and may be supplemented.

1. Develop and maintain a monthly schedule. Make adjustments, as needed to ensure that students on their caseloads receive APE services that are indicated

- on their Individualized Education Program (IEP) and English language learners (ELL).
2. Conduct formal and informal assessment and observations as necessary for programmatic purposes as well as IEP review and development.
 3. Develop annual IEPs, three (3)-year re-evaluations, and Multidisciplinary Team Meetings for students on their caseload; participation is not required but may be requested.
 4. Implement specialized instructional methods and strategies in conjunction with the general physical education (PE) teacher's daily lesson fostering student success and inclusion.
 5. Direct student services based on the student's individual needs. (Direct services may include concurrent APE/PE programming, small group parallel activities or skill practice addressing the PE curriculum, or one (1)-on-one (1) intervention in the PE class to provide for immediate modifications to lesson being presented.)
 6. Collect and maintain student data including, assessment, IEP progress, and APE student logs with anecdotal notes and crucial information.
 7. Collaborate with the general PE specialist, special education teachers, teaching assistants, general education staff, and parents/guardians, as needed.
 8. Provide direction (written/verbal) to special education paraprofessionals who are assisting with students with disabilities in PE.
 9. Participate in region and department APE staff activities including monthly meetings and staff professional learning activities.
 10. May perform Cardiopulmonary Resuscitation/Automated External Defibrillator (CPR/AED), as necessary.
 11. Participate in other job-related duties and activities related to the position, as assigned.
-

Position Expectations

1. Knowledge of CPR/AED and universal precautions.
2. Demonstrates ability to support, mentor, and model best practice instructional strategies specifically designed for students with disabilities.
3. Demonstrates strong knowledge of federal, state, and local mandates and procedures as it relates to students with disabilities.
4. Demonstrates strong knowledge of special education programs and services in the District and the community.

5. Demonstrates effectiveness in planning, organizing, and coordinating meaningful activities for appropriate individuals and/or groups in a pleasant, professional manner.
 6. Exhibits proficiency in the use of the District's electronic IEP system, student data management systems, and email infrastructure system.
 7. Works cooperatively with students, parents/guardians, peers, administration, and community members.
 8. Maintains accurate and complete records as required by law and District policy.
 9. Participates as an active member with all faculty and staff.
 10. Works in a collegial manner with all District staff to provide students an appropriate education in the least restrictive environment (LRE).
 11. Maintains and improves professional competence.
 12. Communicates effectively both written and verbally.
-

Position Requirements

Education and Training

1. An earned bachelor's degree from an accredited college or university.
2. Completed three (3) years of successful teaching experience in PE, adapted PE, special education programs, and/or related services.

Licenses and Certifications

1. Must possess or be able to acquire by time of appointment to the position, a teaching license issued by the Nevada Department of Education (NDE).
2. Hold a certification in PE or certification in special education with an endorsement in adapted PE.
3. Must possess a current CPR/AED certificate from an American Heart, American Red Cross, or other similar organization. Certification must be maintained for the duration of the assignment. Certification training must be in-person and include a hands-on component. Online courses will not be accepted. A copy of the front and back of the CPR/AED certificate must be uploaded into the application.
4. A valid driver's license or state-issued identification card.

When applying for a certificated licensed position, candidates must meet the minimum qualifications as listed on the appropriate position vacancy announcement.

AA/EOE Statement

The Clark County School District is proud to be an equal opportunity employer. The Clark County School District is committed to providing all applicants and employees equal employment opportunities without regard to race, color, religion, sex, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or military status or other characteristics protected by applicable law. Here at Clark County School District we are a diverse group of people who honor the differences that drive innovative solutions to meet the needs of our students and employees. We believe that through a culture of inclusivity we have the power to reflect the community we serve.

Job Revision Information

- Revised: 03/29/23
- Created: 04/05/18

EXHIBIT E



25-19 Differential Pay for Hard-to-Fill High-Vacancy Teaching Positions

- 25-19-1** 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 Years, licensed employees in Title I schools that have the following vacancy rates shall be eligible for additional compensation, contingent upon funding from AB 368, 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

- 25-19-2** To receive this additional compensation, a licensed employee who works at a Title I school that meets the vacancy threshold pursuant to Article 25-19-1 must be a classroom teacher or spend a majority of their assigned class teaching students in a classroom

- 25-19-3** 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
- 25-19-4** 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
- 25-19-5** 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.
- 25-19-6** 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.
- 25-19-7** For the 2026-2027 School Year, Articles 25-19-1 through 25-19-6 shall apply



EXHIBIT F

(NEW) ARTICLE 43
POST-RATIFICATION MODIFICATION PROCESS

- 43-1 The parties agree to continue to negotiate mutually agreed to Articles and/or subjects after ratification of this Agreement. Both parties shall submit the Articles and subjects it wishes to negotiate to the other party within seven business days of ratification of this Agreement.
- 43-2 The School District shall present to the Board of School Trustees any agreement by the parties as a result of the negotiations authorized by this Article 43. Any terms approved by the Board through this process shall be incorporated into this Agreement by operation of this Article 43.
- 43-3 Unless the parties agree to extend the time, negotiations authorized by this Article 43 shall terminate on September 12, 2025.
- 43-4 During the term of this Agreement, the parties may agree to reopen this Article 43 to make modifications to this Agreement.

CCSD (Respondent)

Reply in Support of Motion to Dismiss

FILED
August 6, 2026
State of Nevada
E.M.R.B.
12:56 p.m.

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

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL PAUL ENGLISH,

Complainant,

v.

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

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

The CLARK COUNTY SCHOOL DISTRICT ("the District" or "CCSD"), by and through its undersigned counsel, hereby submits its Reply in support of the Motion to Dismiss Michael English's ("Complainant's") Complaint.

I. INTRODUCTION

In Complainant's Opposition to CCSD's Motion to Dismiss ("Opposition"), he argues that his factual allegations are sufficiently pled to raise a question of material fact, and that the EMRB should allow for discovery of documents pertinent to the negotiations between CCEA and CCSD regarding Article 26-19. However, Complainant failed to show that his Complaint actually contains a justiciable claim that the EMRB may consider. Complainant ignores the fact that CCSD and CCEA negotiated the criteria for how Article 26-19 would apply, and mischaracterizes the mutual understanding regarding his denial of additional compensation as an "unwritten" contract

1 term. Simply put, Complainant tries to argue there was a “unilateral change” to the terms of the
2 Negotiated Agreement because he was determined ineligible for additional compensation, when in
3 substance those claims are contract violation claims and what he is effectively asking for is for the
4 District to commit a unilateral change. As such, there is no probable cause or justiciable
5 controversy under Chapter 288 that the Board may consider in the instant Complaint as against the
6 Clark County School District.

7 **II. STATEMENT OF FACTS**

8 Complainant did not dispute the facts regarding the District, the relationship with CCEA,
9 and the current version of the Negotiated Agreement described in the District’s Statement of Facts
10 in the Motion to Dismiss. Complainant did not dispute the fact that the District and CCEA agree
11 about the application of Article 26-19 and what the parties negotiated regarding the Article based
12 on the intent of Assembly Bill 398. Complainant did not dispute the factual allegations contained
13 in the District’s Motion to Dismiss regarding his central-based position.

14 However, Complainant alleges facts that are insufficient to demonstrate that the District
15 made a unilateral change to Article 26-19. Complainant alleges that his colleague Brennan Utt and
16 other unnamed Adapted PE teachers, whom he alleges are in his “department” and hold the same
17 “job code,” received the additional funds. Complainant alleges that because the job description
18 document indicates that “Teacher – Adapted Physical Education Specialist, Student Services
19 Division” is an itinerant position, then supposedly all Adapted PE teachers whom he lumped into
20 his “department” must be itinerant and eligible for compensation under Article 26-19. Complainant
21 also alleges that the Adapted PE teacher position had been identified as a hard-to-fill position
22 previously in the list of positions across the District for which they could recruit and hire retirees
23 under NRS 286 and in a previous Memorandum of Agreement (“MOA”) regarding separate funds
24 that had been approved by the Nevada Legislature in 2023.

25 Complainant’s factual allegations in the Opposition lack details about how exactly the
26 unnamed teachers in his “department” are similarly situated. For example, his only identified
27 comparator, Brennan Utt, is actually assigned to a school and is not centrally based like
28 Complainant. *See* Declaration of Jon Okazaki, attached hereto as **Exhibit A**. Further,

1 Complainant's arguments that his position had previously been classified as hard-to-fill are based
2 on determinations made regarding separate bills previously passed by the Legislature. There is no
3 allegation that the Critical Labor Shortage list for hiring retirees under NRS 286, attached as
4 Exhibit B to the Opposition, or the list included in the MOA regarding the funds allocated by the
5 Nevada Legislature in 2023, attached as Exhibit C to the Opposition, were used in the negotiations
6 between CCSD and CCEA regarding the criteria in Article 26-19 of the 2025-2027 Negotiated
7 Agreement at issue in this case. Article 26-19 does not refer to either document. *See* Exhibit A to
8 CCSD's Motion to Dismiss. Importantly, even if those factual allegations were sufficient to raise a
9 dispute, the dispute remains purely a claim of contract violation as it pertains to Complainant, not a
10 claim that CCSD made a unilateral change. Complainant's attempt to reframe the claim does not
11 change the substance of the claim, and the Complaint must be dismissed for failure to raise a
12 justiciable controversy that the Board may consider as against the District.

13 **III. LEGAL AUTHORITY**

14 NAC 288.200 identifies that a complaint must include:

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

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

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

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

25 ...

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

In this case, the Complaint should be dismissed as against the District because there is no
justiciable claim nor probable cause that the District committed a unilateral change.

1 Complainant argues that the EMRB must accept his allegations as true and deny the
2 Motion to Dismiss because he has given Respondents fair notice of the grounds of his claims.
3 Opposition at p. 3-4. Complainant also argues that the Board should look to the underlying
4 substance of his allegations rather than “technical deficiencies in form.” Opposition at p. 4.
5 However, the deficiencies with the Complaint are that even the substance of his allegations fails
6 to present a justiciable controversy that the EMRB may consider. This is a question of
7 justiciability. NRS 288.110(2) allows the EMRB to hear and determine any complaint arising out
8 of the interpretation of, or performance under, the provisions of this chapter by any government
9 employer or any employee organization. The EMRB has held that the jurisdiction of the state
10 board is limited to those areas delineated in its enabling statutes and that it is without jurisdiction
11 to construe the provisions of a collective bargaining agreement. *See County of Washoe v. Washoe*
12 *County Sheriff’s deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno Police*
13 *Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County Teachers*
14 *Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351, Item No.
15 130 (“it is outside the Board’s jurisdiction to resolve grievances arising under the parties’
16 collective bargaining agreements.”); *Annette Shaw v. Nye County Employees Ass’n*, Case No.
17 2019-018, Item No. 860 (2019). Therefore, the claims that the District has disparately treated
18 Complainant in application of the Negotiated Agreement based on his interpretation of the
19 contract language, despite the District and CCEA’s understanding of the application of contract
20 provisions to Complainant as a central-based employee, are not questions that may be considered
21 by the EMRB, nor can the EMRB provide the relief sought by Complainant.

22 IV. MEMORANDUM OF POINTS AND AUTHORITIES

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

1 instant matter, Complainant has not alleged a unilateral change; the substance of his allegations is
2 that the District violated the Negotiated Agreement in denying him additional compensation under
3 Article 26-19 and/or should be compelled to commit a unilateral change.

4 **A. The Employee-Management Relations Board Does Not Have Jurisdiction Over**
5 **Purely Contractual Interpretation Disputes.**

6 Complainant argues that the District committed a unilateral change because it applied an
7 “unwritten” “itinerant restriction” in denying him additional compensation under Article 26-19.
8 *See* Opposition at p. 5. He argues that evaluating the terms of employment before the alleged
9 change, after the change, and comparing the two, shows that the District performed a unilateral
10 change to the bargained-for terms of the contract. However, Complainant’s argument
11 mischaracterizes the substance of his claims, which are simply that the District violated the
12 Negotiated Agreement in denying him additional compensation under Article 26-19. Because
13 they are contract violation claims, the Board need not even apply the comparative test to
14 determine whether a unilateral change has occurred. Even if the Board were to apply the
15 comparative test, which the District disputes is necessary in this case, Complainant’s purported
16 evidence of the “changed terms” is not relevant to the Article 26-19 funds at issue in this case.

17 Complainant cites to irrelevant documents that do not establish the terms that he argues
18 the Board should consider. First, Complainant’s allegation that the terms of Article 26-19 prior to
19 the “change” included Complainant’s itinerant Adapted PE teacher position based on a list
20 designating which positions are considered “hard-to-fill” for the purpose of hiring retired
21 employees under NRS 286.523 (formerly Assembly Bill 555). *See* Opposition at p. 5 and Exhibit
22 B. NRS 286.523 provides an exception for a retired person receiving benefits from PERS to be
23 hired by a public employer in a position for which there is a critical labor shortage and still
24 receive their retirement benefits. Hiring retirees to fill positions is separate from determining
25 which positions meet the criteria set forth in Assembly Bill 398, passed by the Nevada Legislature
26 in 2025, to be eligible for additional compensation, which are the terms at issue in the Complaint.
27 Additionally, Complainant offered no evidence outside of his own argument that the Critical
28

1 Labor Shortage list for NRS 286.523 must apply in the case of the funds allocated through
2 Assembly Bill 398.

3 Second, Complainant argues that the District then changed the terms and applied an
4 “unnegotiated, unwritten ‘itinerant rule’” to exclude Complainant from receipt of funds. *See*
5 Opposition at p. 5. However, Article 26-19’s language contains the qualifier that the employee
6 must be “at a Title I school,” to be eligible. The criteria to receive the additional funds provided to
7 the District through AB 398 were negotiated with CCEA and have been applied pursuant to the
8 language in Article 26-19, and ultimately, what was agreed upon with CCEA. *See Exhibit A.* The
9 District cannot unilaterally decide to provide a group of employees a type of compensation that
10 was not contemplated or agreed upon with the employees’ respective bargaining agent.

11 Third, Complainant then argues that “A comparison of the two periods demonstrates that
12 the District fundamentally altered the baseline compensation eligibility for Complainant’s specific
13 job code without changing a single word of the written collective bargaining agreement, or
14 bargaining in good faith over the change.” Opposition at p. 5-6. Again, there has been no change
15 to the criteria that was negotiated between CCEA and CCSD regarding the eligibility of teachers
16 assigned to Title I schools with high vacancies to receive additional compensation. *See Exhibit*
17 *A.* Because there has been no “shift”, there has been no unilateral change, and there is nothing for
18 the Board to consider. The Board need not even reach this point and conduct the analysis because
19 Complainant’s claims, as alleged, are contract violations, not a prohibited practice under NRS
20 288.270, and thus the Board has no jurisdiction to consider the Complaint.

21 **B. Complainant’s Arguments are Based on Irrelevant Documents and His**
22 **Singular Interpretation, and Do Not Establish that the District has Committed a Unilateral**
23 **Change.**

24 Complainant referenced documents that he has chosen to support his case without
25 showing that those documents were considered or used in the negotiations for Article 26-19 and
26 the funds that were made available to school districts through AB 398. The documents themselves
27 do not establish any kind of precedent, as they are not referenced in Article 26-19, and are related
28 to separate bills passed prior to AB 398.

1 Complainant argues that a document that lists multiple positions that the District had
2 determined would meet the requirements set forth in NRS 286.523 for the recruitment and
3 retention of retired persons means that his job is considered “hard-to-fill.” *See* Opposition at p. 6
4 and Exhibit B. However, the ability to recruit and retain retirees across the School District is
5 clearly separate from determining which positions in Title I schools, with specific vacancy rates,
6 meet the criteria for receiving the additional funds allocated in AB 398. *See* CCEA’s Motion to
7 Dismiss, Exhibit A. As such, his reference to the “Critical Labor Shortage” document is irrelevant
8 to the issues in his Complaint. Further, the document does not provide any support that CCSD has
9 committed a unilateral change in applying the terms of Article 26-19 of the Negotiated
10 Agreement that were bargained for.

11 Similarly, Complainant attached an MOA signed in March 2024 regarding funds from SB
12 231. *See* Complainant’s Opposition at p. 7 and Exhibit C. This MOA is regarding a different and
13 separate amount of funding passed by the Nevada Legislature in SB 231. *See id.* Complainant
14 argues that the logic in this case applies to the current dispute, without any other support besides
15 his own self-serving argument. Complainant is clearly incorrect as the funds in dispute in
16 Complainant’s Complaint were allocated pursuant to a different, separate bill in a different
17 Legislative Session. Further, the MOA from the 2023-2025 Negotiated Agreement does not
18 establish that there has been a unilateral change by the District in applying the negotiated terms of
19 Article 26-19 of the 2025-2027 Negotiated Agreement.

20 Complainant argues that the current contract does not state that a teacher must be a
21 “teacher of record” or restricted to one Title I school site. Complainant proceeds to argue his point
22 that he does meet the qualifications set forth in Article 26-19 because he teaches Adapted
23 Physical Education, requiring a Special Education endorsement, his caseload is comprised of
24 students from Title 1 schools, and he spends the majority of his hours providing hands-on
25 instruction to students. *See* Complainant’s Opposition at p. 7-8. However, Complainant cannot
26 escape the facts that he is centrally based and that the criteria in Article 26-19 was to provide
27 additional compensation for licensed employees who are assigned to Title I schools with high
28 vacancy rates. *See Exhibit A.* Clearly, Complainant is collaterally attacking the terms of the

1 Negotiated Agreement. The substance of his claims are that the contract was violated when he
2 was denied additional compensation, not that the District committed a unilateral change by
3 denying his request under Article 26-19 because he is centrally-based.

4 Complainant also argues that the classification on the job description for Teacher Adapted
5 Physical Education Specialist states that all APE Specialists fit under the same category as he
6 does, and that “This is an itinerant position requiring travel with APE staff providing services to
7 all schools in the Clark County School District, including schools in outlying rural areas.” *See*
8 *Opposition* at p. 8 and Exhibit D. He argues that all educators are “hired under this document,”
9 without any explanation or support for this claim, or any evidence to establish that argument.
10 Complainant argues that all of his colleagues share the identical job description, licensing
11 requirements, and duties, and that the District should not selectively apply an “unwritten
12 geographic rule.” However, centrally-based adapted PE teachers, like Complainant, did not get
13 additional compensation under Article 26-19 based on the criteria that was negotiated with
14 CCEA. *See Exhibit A*. Complainant does not argue that the unidentified colleagues all received
15 additional pay or that they are all centrally-based. Complainant’s assertions that the District
16 applied an unwritten rule are supported by unsupported, self-serving arguments that are clearly
17 contradicted by the positions of both CCSD and CCEA, which shows that the District did not
18 commit a unilateral change in this case.

19 Complainant claims that his “departmental colleague” Brennan Utt was sent an email
20 saying he was eligible for the Assembly Bill 398 Additional Funds, and that other “identical”
21 employees in his position were issued funds while he was denied. *See Opposition* at p. 9. Again,
22 Brennan Utt is assigned to a Title I school as an APE teacher – he is not centrally located like
23 Complainant. *See CCEA’s Motion to Dismiss* at p.7-8 and Exhibit G; *see also Exhibit A*.
24 Complainant then argues that every other unnamed teacher “within his department” qualified for
25 and received the funds. Obviously, Complainant’s reference to unidentified individuals “in his
26 department” could mean anything, considering he has compared himself (a central-based teacher)
27 to a teacher actually assigned to a Title I school (Brennan Utt). Further, Plaintiff’s vague
28 assertions are inaccurate because none of the central-based Adaptive Physical Education Teachers

1 received compensation under Article 26-19, demonstrating that there was no unilateral change by
2 the District in this case. *See Exhibit A.* In any event, regardless of the vagueness of his assertions,
3 it is clear that Complainant's claim is a violation of the contract as it was applied to him, not a
4 unilateral change by the District.

5 Lastly, in Section B of the Opposition, Complainant argues that Superintendent Jhone
6 Ebert "directly acknowledged" the "validity" of his position, and assured him that the structural
7 compensation issue was "being resolved in [Complainant's] favor." *See Opposition at p. 10.*
8 Complainant's allegations assume that the Superintendent may unilaterally pay the Complainant
9 additional compensation, as evidenced by the allegations in his Complaint and arguments in his
10 Opposition. Regardless of his belief, the District may not unilaterally deal directly with an
11 employee outside of the negotiations with the bargaining agent. To do so would be a violation of
12 NRS 288.270(1)(e). Therefore, any alleged "acknowledgment" by the Superintendent during a
13 conversation with Complainant does not trump the obligation to negotiate with the bargaining
14 group and apply negotiated terms as ultimately negotiated.

15 Despite all of Complainant's vague assertions, Complainant has not provided any
16 argument or claim that CCEA and CCSD did not work together and negotiate the criteria in
17 Article 26-19 that was used to determine whether an employee would be eligible for this specific
18 additional compensation, and deny Complainant's request in this case because he is centrally-
19 based. Therefore, Complainant's claims are based on allegations of contract violation, and the
20 Board should dismiss the Complaint.

21 **C. Disputed Facts Do Not Repair a Jurisdictional Issue, and The Board Should**
22 **Not Order Discovery in this Case.**

23 Complainant again argues that the plain language of Article 26-19 differs from the
24 "unwritten 'mutual understanding'" between CCSD and CCEA, and that since the parties rely on
25 this mutual understanding, the Board should order discovery to see if "Respondents' own reliance
26 upon an unwritten agreement creates disputed factual questions requiring evidentiary
27 development." Complainant appears to argue that because he does not interpret the contract the
28

1 way that CCEA and CCSD understand the negotiated criteria, then the parties must prove to him
2 that those were explicitly bargained-for terms.

3 Complainant is incorrect in asserting that CCSD must prove through discovery to the
4 Board that those were the terms that were bargained-for, as CCSD's Motion to Dismiss the
5 Complaint is based on the fact that his claims against the District are for alleged contract
6 violation, and nothing more, so the Board may not determine the provisions of a collective
7 bargaining agreement where there is no claim of a unilateral change by either party. *See County of*
8 *Washoe v. Washoe County Sheriff's deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to
9 *Reno Police Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County*
10 *Teachers Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351,
11 Item No. 130 ("it is outside the Board's jurisdiction to resolve grievances arising under the
12 parties' collective bargaining agreements."); *Annette Shaw v. Nye County Employees Ass'n*, Case
13 No. 2019-018, Item No. 860 (2019). Discovery will not resolve the jurisdictional issues addressed
14 in the Motion to Dismiss.

15 Further, there is no need to apply the principles of contract interpretation to show whether
16 or not the District's interpretation of the Negotiated Agreement is correct in this case.
17 Complainant is attacking the Negotiated Agreement to say that because Article 26-19 does not
18 explicitly provide the exclusion of central-based teachers, then the District must prove that the
19 "unwritten eligibility restriction" exists and is legitimate. *See* Opposition at p. 11. His arguments
20 bolster the point that Complainant's allegations are simply based on contract violation claims, not
21 a unilateral change, and that the Board may not consider the Complaint nor apply his requested
22 remedy, which would diverge from the criteria of Article 26-19 that was negotiated by the parties.

23 Complainant's reference to Article 43 is irrelevant and also inapplicable in this case. *See*
24 Opposition at p. 11-12. There is no need for a post-ratification modification process under Article
25 43 because neither party sought to change the terms of Article 26-19. Complainant argues that
26 since his exact position and circumstances are not explicitly excluded from additional
27 compensation, then CCSD and CCEA either need to show him that they went through the Article
28 43 post-ratification process, or show him their negotiation materials. However, just because

1 Complainant does not like how the Article 26-19 applies to him, or thinks that the language
2 should be written differently, does not mean there is justiciable controversy that the Board may
3 consider in this case. Certainly, discovery will not fix the jurisdiction issue, so the Board should
4 not order discovery to proceed to determine Complainant's alleged "factual questions."

5 Again, Complainant's repetitive assertions that there are factual questions about the
6 "itinerant restriction," specifically when and how it was bargained for or negotiated, do not cure
7 the defect of his Complaint. The Board may not resolve a grievance under the Negotiated
8 Agreement, and Complainant's attempt to characterize his claims as a unilateral change by the
9 District or some "unwritten mutual understanding" between the District and CCEA does not
10 change the substance of his claims. The criteria in Article 26-19 were negotiated between the
11 District and CCEA, and there was an understanding of how they would apply to teachers at Title I
12 schools with high vacancy rates. Therefore, there is no probable cause for Complainant's claim
13 that CCSD violated NRS 288.70(1)(e) and no factual allegations to the contrary. *See* Order
14 granting CCSD's Motion to Dismiss, *Sarah Gazala v. Clark County School Dist.*, et al., Case No.
15 2026-009, (July 20, 2026). It is not premature to dismiss Complainant's Complaint when there is
16 no probable cause for his claim that the District committed a unilateral change – in fact, it is
17 required as the Board cannot resolve the grievances he alleged.

18 **D. Complainant's Complaint Appears Timely.**

19 CCSD did not argue in the Motion to Dismiss that Complainant's Complaint was
20 untimely. However, CCSD reserves the right to challenge Complainant's claims on procedural
21 grounds.

22 **E. The Discrimination Issues Raised in Complainant's Opposition are Not**
23 **Identified, Nor Is Complainant's Claim That He Is the Only Teacher Excluded from**
24 **Eligibility the Type Of "Personal Reasons" Discrimination This Board May Consider, And**
25 **the Discrimination Claims Are Still Just Contract Violation Claims.**

26 Complainant argues in the Opposition that the District discriminated against him in
27 violation of NRS 288.270(1)(f). First, Complainant did not include this allegation in the
28 Complaint – he merely alleged that the District was "practicing blatant disparate treatment." *See*

1 Complaint at p. 4 and 6. Second, Complainant argues in the Opposition that the EMRB has long
2 held that “personal reasons” discrimination occurs when an employer treats similarly situated
3 employees differently based on arbitrary, non-meritorious factors or plain favoritism, although
4 Complainant does not include citations to any EMRB cases to support this argument. *See*
5 Opposition at p. 16. Third, Complainant did not include any details or factual allegations about
6 what the “personal reasons” are. Complainant’s arguments in Section F are lacking sufficient
7 citation or factual allegations to be able to properly respond.

8 Even if he had alleged sufficient facts to demonstrate discrimination for “personal
9 reasons,” the District and CCEA negotiated the criteria in Article 26-19 with the understanding
10 that it would apply to school-based teachers at Title I schools with high vacancy rates, and no
11 other central-based Adapted PE teacher received funds under Article 26-19. *See Exhibit A*. The
12 framework from *Reno Police Protective Ass’n v. City of Reno*, 102 Nev. 98 (1986) for resolving a
13 state prohibited labor practice claim against employees is used to examine whether to sustain a
14 personal discrimination case brought under NRS 288.270 (1)(f).

15 An aggrieved employee must make a prima facie showing sufficient to support the
16 inference that protected conduct was a motivating factor in the employer’s decision.
17 Once this is established, the burden shifts to the employee to demonstrate by a
18 preponderance of the evidence that the same action would have taken place even in
the absence of the protected conduct. The aggrieved employee may then offer
evidence that the employer’s proffered “legitimate” explanation is pretextual and
thereby conclusively restore the inference of unlawful motivation.

19 *See Edwin Martin v. Truckee Meadows Fire Protection Dist.*, Case No. 2023-063. Item No. 901;
20 *see also Bisch v. Las Vegas Metropolitan Police Dept.*, 129 Nev. 328, 340 (2013). Again,
21 Complainant has not alleged any facts nor included any evidence to make out a prima facie case
22 of discrimination or even identified any “personal reasons.” Additionally, the denial of additional
23 income to Complainant was motivated by a legitimate objective – applying the Negotiated
24 Agreement as agreed and bargained for with CCEA, and not direct dealing with one singular
25 employee, which would be a violation of NRS 288.270(1)(e). There was nothing arbitrary about
26 applying the terms of the Agreement consistent with what was negotiated between the parties.
27 Further, Complainant’s vague assertions that he was disparately treated are inaccurate because no
28

centrally based Adapted PE teacher received additional compensation under Article 26-19. *See Exhibit A.* There is no need to open discovery as requested in Complainant's Opposition.

Even if Complainant's allegations that other central-based Adaptive PE teachers received additional funds under Article 26-19, but he is the sole teacher who did not, were accurate, then this would still be a breach of contract claim. Complainant has not identified any unilateral change by the District to contradict both parties' position that the criteria in Article 26-19 were negotiated by the District and CCEA. Complainant has not offered any allegation or argument that the District unilaterally applied an "unwritten itinerant exclusion" that CCEA disagreed with. Complainant cannot characterize the contract violation claims as anything else, and certainly has failed to show that they were a prohibited practice enumerated in NRS 288.270.

Complainant is simply collaterally attacking the terms Negotiated Agreement and requesting that the EMRB apply a remedy that would be contrary to the terms negotiated between the parties in this case. Ultimately, Complainant did not meet the criteria outlined in Article 26-19 to be eligible for the additional compensation based on the mutual understanding that teachers assigned to Title I schools with high vacancy rates would be eligible for the funds. A unilateral change claim cannot be maintained if there is no change in the terms that were negotiated. Complainant's pursuit of claims against the District not only fails to support a justiciable controversy and probable cause, but represents a spurious and frivolous Complaint that should be dismissed.

///

///

///

///

///

///

///

///

///

1 **V. CONCLUSION**

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

3 DATED this 6th day of August, 2026.

4 CLARK COUNTY SCHOOL DISTRICT
5 OFFICE OF THE GENERAL COUNSEL

6 By: /s/ Crystal J. Pugh

7 CRYSTAL J. PUGH, ESQ.

8 Nevada Bar No. 12396

9 BETTY J. FOLEY, ESQ.

10 Nevada Bar No. 14517

11 5100 West Sahara Avenue

12 Las Vegas, Nevada 89146

13 Attorney for Respondent,

14 Clark County School District

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

I hereby certify that on the 6th day of August 2026, I sent a true and correct copy of the
 ng **CLARK COUNTY SCHOOL DISTRICT’S REPLY IN SUPPORT OF MOTION**
SMISS COMPLAINT via electronic service to the following:

Michael Paul English
1692 Wicklow Way
Henderson, NV 89014
Michael.english1120@gmail.com
Complainant, pro se

Clark County Education Association
General Counsel Dante Dabaghian
4230 McLeod Drive
Las Vegas, NV 89121
ddabaghian@ccea-nv.org
Attorneys for Clark County Education Association

/s/ Betty Foley
An employee of the
OFFICE OF THE GENERAL COUNSEL,
CLARK COUNTY SCHOOL DISTRICT

EXHIBIT A

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

- 3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

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

3 Dated: August 5, 2026.

4 /s/ Jon Okazaki
5 Jon Okazaki